CITY OF ARCADIA

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 18, 2025, 6:00 P.M.

Location: City Council Conference Room, 240 W. Huntington Drive

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 place it in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda.

2. **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.

3. **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.

Electronic submission of Public Comment is also available via the City's website or by email as noted above. 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.

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. **现场发言：**填写发言卡，注明议程项目编号并投入公众意见投递箱；或在市长邀请发言者上前时，直接上前至讲台。发言时间通常根据发言人数确定，具体如下：**5** 人及以下，**每人 5 分钟**；**6** 至 **20** 人，**每人 3 分钟**；**21** 至 **50** 人，**每人 2 分钟**；超过 **50** 人，**每人 1 分钟**。所有非公开听证事项的意见通常在议程中的公众意见环节听取。

2. **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。

3. **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。

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。

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Sharon Kwan, Mayor
Eileen Wang, Mayor Pro Tem
Dr. Michael Cao, Council Member
Paul P. Cheng, Council Member
David Fu, Council Member

PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and place it in the Public Comment Drop Box prior to the time the Mayor calls for Public Comments. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

STUDY SESSION

a. Report, discussion, and direction regarding the policies and procedures for youth program safety.

CLOSED SESSION

a. Confer with legal counsel regarding anticipated litigation.

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

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

1. CALL TO ORDER

2. INVOCATION

Terrence Shay, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE

Cub Scout Pack 122

4. ROLL CALL OF CITY COUNCIL MEMBERS

Sharon Kwan, Mayor
Eileen Wang, Mayor Pro Tem
Dr. Michael Cao, Council Member
Paul P. Cheng, Council Member
David Fu, Council Member

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

a. Presentation of Mayor's Certificate of Commendation to Christine Martinez for serving as Arcadia's first female Building Inspector.

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 placing it in the Public Comment Drop Box, 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), the allotted time is

determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. 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, at 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. 7661 related to the Alexan Arroyo Mixed-Use Development and Density Bonus, comprised of 359 residential units, including 35 very low affordable units and nine (9) live/work units at 325 N. Santa Anita Avenue.
   CEQA: Exempt
   Recommended Action: Adopt

b. Adoption of the California Building and California Fire Codes.

   Ordinance No. 2408 amending Article VIII of the Arcadia Municipal Code relating to Building Regulations; and adopting by reference the 2025 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2025 California Residential Code, the 2025 California Green Building Standards Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Existing Buildings Code, the Uniform Code for the Abatement of Dangerous Buildings (1997 Edition), and the Los Angeles County Grading Code with additions, amendments, and deletions.
   CEQA: Not a Project
   Recommended Action: Adopt

   Ordinance No. 2409 amending Article III of the Arcadia Municipal Code relating to Fire Regulations; and adopting by reference the 2025 Edition of the California Fire Code in its entirety, including Appendices, Chapter 4, B, C, D, K, and P based on the 2024 Edition of the International Fire Code published by the International Code Council, and the 2025 Edition of the California Wildland-Urban Interface Code in its entirety, including Appendix A, based on the 2024 Edition of the International Wildland-Urban Interface Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.
   CEQA: Not A Project
   Recommended Action: Adopt

c. Resolution No. 7662 ordering the vacation of a portion of the east-west alley between 117-129 East Huntington Drive and 124-134 Wheeler Avenue, and reserving a public access and air space easement over it.
CEQA: Exempt
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 place it in the Public Comment Drop Box prior to the time the Mayor calls for Public Comments. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

10. CONSENT CALENDAR

a. Regular Meeting Minutes of November 4, 2025.
CEQA: Not a Project
Recommended Action: Approve

b. Resolution No. 7660 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Debris Basins Debris Removal Project in the amount of $302,828.63, offset by a reduction in the Capital Outlay Fund; and approve a contract with Horizons Construction Co. Int'l Inc. for the Debris Basins Debris Removal Project in the amount of $302,828.63.
CEQA: Exempt
Recommended Action: Approve

c. Amendment to the Professional Services Agreement with SDI Presence LLC. to provide EnerGov and Geographic Information Systems ("GIS") consulting and related technical assistance, in the amount of $126,000.
CEQA: Not a Project
Recommended Action: Approve

d. Memorandum of Agreement with San Gabriel Valley Council of Governments to receive Measure A funds for City homeless programs.
CEQA: Not a Project
Recommended Action: Accept

e. Purchase Order with Flock Safety Group Inc. for the purchase of Automated License Plate Reader ("ALPR") camera subscription for 43 ALPR cameras in an amount not to exceed $129,000.
CEQA: Not a Project
Recommended Action: Approve

f. Purchase Order with Amazon Business for books and materials in the amount of $50,000.
CEQA: Not a Project
Recommended Action: Approve

g. Change Order to increase the Purchase Order with Ingram for library materials in the amount of $54,000.
CEQA: Not a Project
Recommended Action: Approve

h. Final Vesting Tract Map No. 82734 to consolidate 10 legal lots, re-subdivide the property into six (6) legal lots, including one comprehensive ground lot and five (5) airspace lots for residential units, commercial units, and public parking at 117-129 E. Huntington Drive and 124-134 Wheeler Avenue (the "Huntington Plaza" Project).
CEQA: Exempt
Recommended Action: Approve

11. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports).*

12. REQUEST FOR FUTURE ITEMS

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, December 2, 2025, at 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall 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 place a ***Speaker Card*** in the Public Comment Drop Box, 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.

PUBLIC COMMENTS: Should be presented during the time designated as "PUBLIC COMMENTS", for all matters on the agenda or not on the agenda. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter may be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting except for public hearing items.**

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), the allotted speaking time is generally determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. 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 or a majority of the Councilmembers, 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，欢迎您就市政事务分享观点。

会议： 市议会例行会议于每月第一个和第三个星期二晚 7:00 在市议会议事厅举行。 完整的市议会议程资料包（含所有背景信息）可在市政厅和市网站 www.ArcadiaCA.gov 获取。 如有需要，可通过电子邮件 (CityClerk@ArcadiaCA.gov) 索取单项议程报告副本。本议程公布后分发给多数市议会成员的文件，可在市书记官办公室查阅，地址为 240 W. Huntington Drive, Arcadia, California。 市议会会议将通过有线电视直播和重播。 您出席本次公开会议，您的影像和/或声音可能如前所述被录制和播放。

公众参与：欢迎您参加所有市议会会议。每次例行会议均为希望在市议会发言的与会者预留时间。 市府要求在市议会发言的人士避免发表人身攻击、诽谤、亵渎或扰乱秩序的言论。请尽可能将***发言卡***投入公众意见投递箱，或在市长邀请发言者上前时直接上前至讲台，并报上姓名和地址（可选）以供记录。

公众意见：所有关于议程内或议程外事项的意见，均应在指定的“公众意见”环节提出。**根据州法律，对于未列入议程的项目，市议会不得予以讨论或投票表决。相关事宜可转交工作人员采取适当行动或做出回应，或列入未来会议议程，公开听证事项除外。**

公开听证和上诉：这些是已列入议程、需要或希望听取公众意见的项目。 除申请人外（市议会可酌情允许其发言更长时间），发言时间通常根据人数确定，具体如下：**5** 人及以下，**每人 5 分钟**；**6** 至 **20** 人，**每人 3 分钟**；**21** 至 **50** 人，**每人 2 分钟**；超过 **50** 人，**每人 1 分钟**。 申请人可另外提交反驳意见。

议程项目： 议程包含市议会的常规议事顺序。 议程上的项目通常已由市府工作人员在会前进行审查和调查，以便市议会在决策前充分了解相关事项。

同意议程： 同意议程上的项目被市议会视为常规事项，将通过一次动议进行表决。 除非市议会成员、工作人员或公众提出要求，否则不会对这些项目单独讨论。 若有此要求，该项目将从同意议程中移除，并另行审议和表决。

会场秩序： 公众可自由批评市政政策以及市议会或其成员的行动或拟议行动，但不得有扰乱会议正常进行的行为，包括但不限于：妨碍其他与会者在发言时被听见，或妨碍其他与会者听见或看见会议进程。 公众不得以人身伤害威胁任何人，或以任何可合理解读为迫在眉睫的人身伤害威胁的方式行事。 所有与会者均须遵守市府禁止基于种族、宗教信仰、肤色、国籍、血统、身体残疾、健康状况、婚姻状况、性别、性取向或年龄进行骚扰的政策。 警察局长或其指定的警局成员担任市议会会议的秩序官。 秩序官须执行会议主持官员或多数议员下达的命令和指示，以维持会场秩序和礼仪。任何违反会场秩序和礼仪的人员可能被逮捕，并根据《刑法》第 403 节或适用的《Arcadia 市政法典》条款被起诉。

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
By: Melissa Chipres, Senior Planner
Ken Fields, Building Official

SUBJECT: RESOLUTION NO. 7661 RELATED TO THE ALEXAN ARROYO MIXED-USE DEVELOPMENT AND DENSITY BONUS, COMPRISED OF 359 RESIDENTIAL UNITS, INCLUDING 35 VERY LOW AFFORDABLE UNITS AND NINE (9) LIVE/WORK UNITS AT 325 N. SANTA ANITA AVENUE
CEQA: Exempt
Recommendation: Adopt

SUMMARY

The Applicant, Arcadia Apartments, L.L.C., on behalf of the property owner, Positive Investments, Inc., is requesting approval of Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, Certificate of Demolition No. COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13 to allow the construction of a new mixed-use development at 325 North Santa Anita Avenue and the surrounding parcels (collectively, the "Project"). The proposed Project, known as Alexan Arroyo, includes a density bonus and would consist of a seven and eight story mixed-use building with 359 residential units, including 35 affordable units, and nine (9) live/work units.

The proposed development is consistent with the City's General Plan, Development Code, Subdivision Map Act, and State Density Bonus Law. It is recommended that the City Council adopt Resolution No. 7661 (refer to Attachment No. 1) and find the Tentative Tract Map is Categorically Exempt from CEQA pursuant to Section 15332 (Class 32 – Infill Development) and that the mixed-use development is Statutorily

Exempt under Assembly Bill 130 ("AB 130"), and approve the Project, subject to the proposed Conditions of Approval.

BACKGROUND

The Alexan Arroyo project site consists of six developed parcels totaling approximately 3.08 acres. The site is located along the west side of North Santa Anita Avenue and east side of Rolyn Place north of West Saint Joseph Street and south of the Metro A Line rail (see Figure 1 for an aerial of the site). The parcels and corresponding Assessor's Parcel Numbers ("APNs") are:

- 420 Rolyn Place — APN 5775-022-028
- 414 Rolyn Place — APN 5775-022-029
- 333 N. Santa Anita Avenue — APN 5775-022-046
- 400 Rolyn Place — APN 5775-022-047
- 325 N. Santa Anita Avenue — APN 5775-022-048
- 325 N. Santa Anita Avenue — APN 5775-022-049

The site is currently developed with three Arroyo Pacific Academy school buildings and three light industrial buildings, all of which are surrounded by surface parking. The property is located within Downtown Arcadia and is bordered by a mix of commercial, residential, and light industrial uses. To the north, the site abuts the Metro A Line rail corridor, Fasching's Car Wash, and multi-family residential. To the east, across Santa Anita Avenue, are the Metro A Line overpass and A&A Building Material. To the south, the site is adjacent to the Arcadia Animal Hospital, and across Rolyn Place to the west are light industrial and commercial uses, including Fitness Factor and Relton Corporation. To the west are industrial and the Arcadia Unified School District yard, and further west are single-family homes.

In February 2024, the City Council adopted Ordinance No. 2399 as part of the City's 6th Cycle Housing Element implementation program. This ordinance included the rezoning of commercial areas throughout the City to support expanded housing opportunities. As part of these efforts, the subject site was rezoned from Commercial Manufacturing ("C-M") and the Arroyo Pacific Specific Plan to Downtown Mixed Use ("DMU"). These actions expanded the boundaries of the DMU Zone, allowing residential and mixed-use development consistent with State housing laws and the City's adopted Housing Element. This designation supports mixed-use, straight

residential uses, or commercial uses with a maximum commercial Floor Area Ratio ("FAR") of 1.0 and residential density of 80 dwelling units per acre.

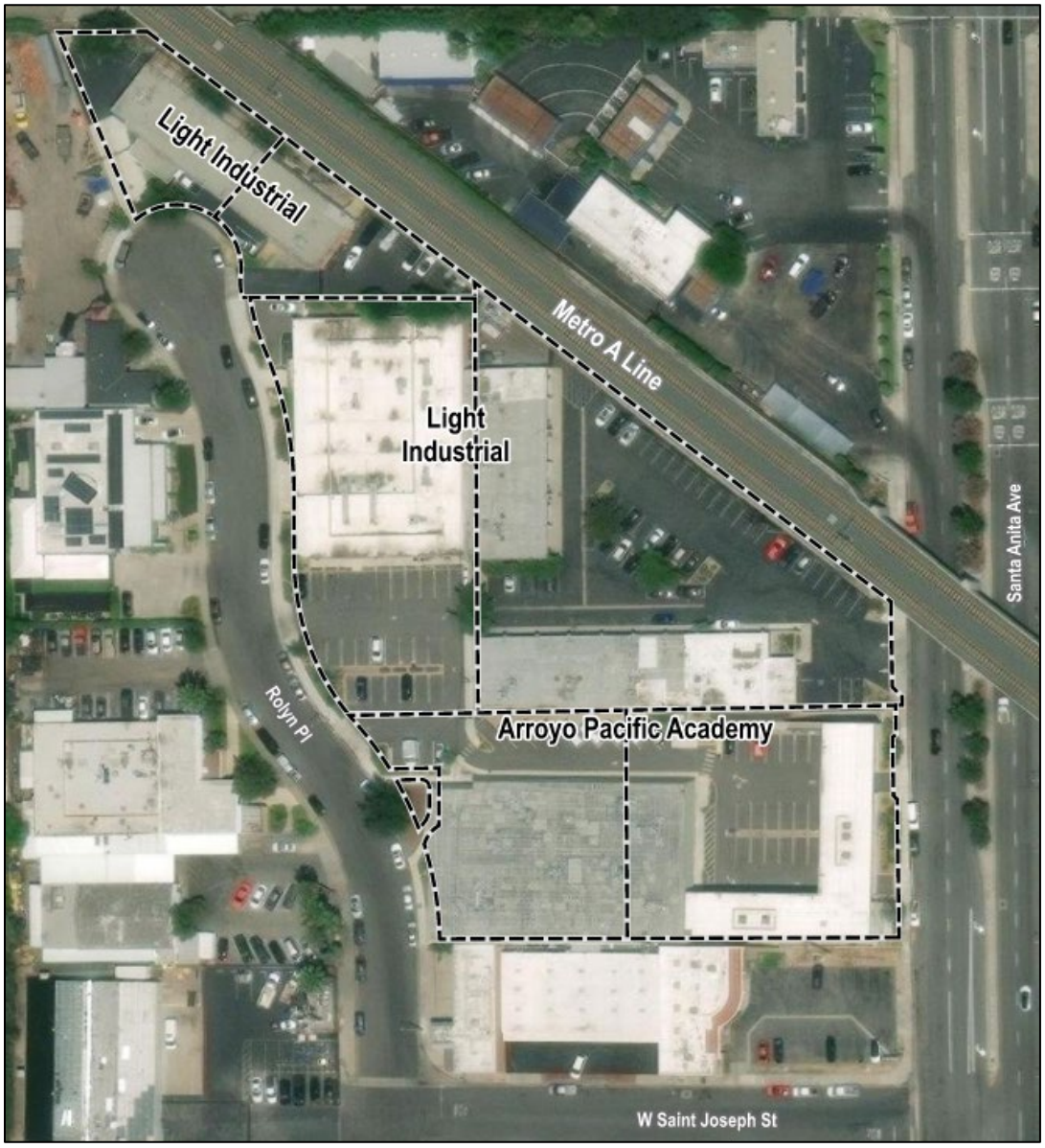

Figure No. 1 – Aerial of Subject Site

The six existing structures on site will be demolished to accommodate the Project. The Development Code requires a Certificate of Demolition ("COD") be approved to demolish any structures over 50 years of age, which is the case for the three industrial buildings. An evaluation by an Architectural Historian concluded that the structures do not meet the criteria for recognition as historical resources and are,

therefore, not eligible for listing on the California Register or designation as local landmarks. The existing industrial buildings are not considered significant examples of any specific architectural style, nor are they associated with any notable historical events or figures.

The Planning Commission reviewed this project at its October 25, 2025, meeting, and recommended denial to the City Council with a 3-2 vote. Further details of the Commission's discussion and recommendation can be found later in the Discussion section of this report.

DISCUSSION

The Applicant proposes to consolidate six existing parcels, totaling approximately 3.08 acres, into a single legal lot to accommodate the development – refer to Attachment No. 5 for the Tentative Tract Map. The Project will introduce a new Contemporary-style mixed-use development featuring 359 rental residential units, including 35 affordable units for Very Low Income households (earning 30-50% of Area Median Income) and nine ground-floor live/work units along Rolyn Place to activate the street frontage. The development will feature two towers of varying heights, one at seven stories (See Figure No. 2 below) and the other to eight (See Figure No. 3). Each tower will include five levels of residential units situated above a three-story above-ground parking structure. At the end of the cul-de-sac, near the adjacent single-family neighborhood of Arcadia Gardens, the building steps down to seven stories, comprising four residential levels above the parking structure to better transition into the surrounding context.

Figure No. 2 – View from Southeast on Rolyn Pl.

Figure No. 3 - View looking Northwest on Santa Anita Ave.

Architecture and Site Plan

The Alexan Arroyo is designed in a contemporary architectural style, featuring a neutral color palette of tans, browns, and off-whites. The building façade incorporates a variety of high-quality materials, including cement plaster, stone veneer, standing seam metal panels, metal trellises with integrated greenery, metal mesh balcony guardrails, dark bronze storefront systems with clear glazing, and dark bronze vinyl windows. A combination of horizontal and vertical articulation, along with material variation, breaks up the building massing and clearly differentiates the live/work units on the ground floor from the residential levels above, adding visual interest and enhancing the building's overall form.

At street level, the building activates the frontage along both Santa Anita Avenue and Rolyn Place with nine live/work units and primary residential lobby entrances. Landscaped and seating areas, and direct pedestrian connections to the public sidewalks, reinforce the pedestrian realm and foster an active streetscape.

Levels 2 and 3 are dedicated to residential units, with step backs along key frontages to provide private terraces and soften the building’s profile. Level Four features a central outdoor amenity deck with landscaped courtyards, artificial turf areas, lounge seating, and recreational amenities including a pool and spa (See Figure No. 4). Residential levels continue above, with the fifth through seventh (or eighth) stories incorporating additional step backs, rooftop terraces, and a sky lounge. These design strategies help reduce the perceived mass of the building while providing outdoor amenities and private open space for residents.

Figure No. 4 - Level 4 Courtyard 1 and Pool Room

Durability and sustainability are also emphasized in the design. Natural ventilation, shaded terraces, and integrated planting elements contribute to energy efficiency, occupant comfort, and long-term environmental performance. These features encourage outdoor activity and social interaction while supporting the City's broader sustainability goals.

Overall, the Project's thoughtful massing, high-quality materials, and active street interface create a cohesive and well-integrated mixed-use development (See Figure No. 5). The design supports the vision for a more urban, walkable Downtown and aligns with the goals outlined in the City's General Plan and Design Guidelines.

Figure No. 5 - Views looking West from the Metro A Line

Density Bonus

The proposed residential units consist of 83 studio units, 199 one-bedroom units, 68 two-bedroom units, and nine live-work units, for a total of 359 units (see Figure No. 6 below). Unit sizes range from approximately 548 square feet for the studios, 650–900 square feet for the one-bedroom units, and up to 1,296 square feet for the two-bedroom units. Of the 83 studio units, 35 will be provided as affordable housing units to be reserved for residents at the Very Low Income level.

RESIDENTIAL UNIT SUMMARY

UNIT SUMMARY BY TYPE

DESCRIPTION	QTY.	PERCENTAGE	AVG UNIT GROSS LEASABLE SF
LIVE WORK LOFT	9	2.5%	1028
STUDIO	42	11.7%	638
STUDIO	40	11.1%	548
STUDIO	1	0.3%	628
1 BED / 1 BA	42	11.7%	738
1 BED / 1 BA	89	24.8%	725
1 BED / 1 BA	59	16.4%	739
1 BED / 1 BA	9	2.5%	697
2BED /2 BA	40	11.1%	1151
2BED /2 BA	24	6.7%	1137
2BED /2 BA	4	1.1%	1296

Figure No. 6 – Residential Units Summary

California has adopted several housing laws intended to increase housing supply, especially affordable housing. One of these laws is called "Density Bonus Law." Density Bonus Law allows housing development to build more homes, or receive certain changes to development standards, when the developer includes deed-restricted affordable units. In return for providing these affordable units, the State requires cities to offer development incentives, such as additional height, reduced parking, or flexibility in design standards, to help make the affordable units physically and financially feasible.

When a qualifying project meets State requirements, cities are legally required to grant the density bonus and the associated incentives or waivers, unless there is clear evidence of a specific, unmitigable impact to public health, safety, the environment, or a historic resource. Under both the State Density Bonus Law and the Housing Accountability Act ("HAA"), cities cannot deny or reduce the density of compliant housing projects based on subjective standards or local opposition. In other words, this is not a discretionary policy, it is a State mandate.

The Applicant is requesting a Density Bonus under State Density Bonus Law by reserving 14% of the base density for units affordable to Very Low Income households. This qualifies the Project for associated benefits, including two incentives/concessions and one waiver. Only one concession and one waiver is being requested to make the Project physically and financially feasible.

The requested concession is to allow all 35 affordable units to be designated as studios, deviating from the City's requirement under Development Code Section 9103.15.060.A that affordable units reflect the same bedroom mix as market-rate units. State Density Bonus Law allows Applicants to request such concessions and requires cities to grant them unless specific findings can be made that the concession would cause an adverse impact on public health or safety, the physical environment, or a historic resource that cannot be mitigated. As no such impacts are present, the City is obligated to approve this concession. This is not a discretionary action; the Planning Commission and City Council are required to approve the request under State law.

The Project also includes a request for a waiver of development standards to exceed the City's maximum building height limit of 60 feet. The proposed building height is 90 feet 8 inches at its tallest point. This waiver is necessary because compliance with the local height limit would preclude the Project from achieving the density allowed under State Density Bonus Law, including the affordable units and the associated development incentives.

Both the concession and the waiver are required to facilitate the inclusion of affordable housing under State law, and the City cannot deny them unless specific, significant adverse impacts are identified, none of which are applicable to this Project. These provisions ensure the Project can achieve its intended density while delivering on its affordable housing obligations in full compliance with California Density Bonus Law.

Parking

The Project proposes a comprehensive parking program to accommodate residents, visitors, and bicycle users. A total of 454 parking spaces will be provided within a three-level parking garage, accessed via two two-way drive aisles located on Rolyn Place and Santa Anita Avenue. A dedicated fire access lane runs along the Metro rail tracks. Residential parking areas will be gated to enhance security while maintaining convenient access to building entrances and pedestrian pathways. In addition, the Project provides 72 bicycle parking stalls on Level 1, which fully satisfies the City's requirement of 0.2 bicycle spaces per unit. No designated loading spaces are proposed or required by Code; operational needs such as move-ins and deliveries

are anticipated to be managed through on-site property management using internal circulation and parking areas.

Under AB 2345, which amended the State Density Bonus Law (Government Code Section 65915) and went into effect on January 1, 2021, parking ratios were reduced for projects that include at least 11% of units for Very Low Income households, a threshold met by this proposal.

Pursuant to this law, the maximum number of parking spaces the City may require is 1.0 space per studio and one-bedroom unit, and 1.5 spaces per two- and three-bedroom unit, with no additional guest parking requirement. Applying these ratios, the project would be allowed to require a total of 393 parking spaces. However, if the site is located within ½ mile of a major transit stop, which it is, the required parking is further reduced to 0.5 spaces per unit. Applying this reduced ratio, the maximum required parking for the Project would be 180 spaces. The Project proposes 454 parking spaces, which is 274 more than the maximum the City is allowed to mandate for this Project.

Despite the fact the proposed parking meets State requirements, a parking demand analysis was prepared using data from the Institute of Transportation Engineers ("ITE") Parking Generation Manual. The analysis estimates a peak parking demand of 402 spaces on weekdays and 413 spaces on Saturdays, indicating that the proposed parking supply will exceed projected peak demand by more than 40 spaces. This provides a buffer to accommodate visitor parking and operational flexibility. The live/work units are expected to generate minimal additional parking demand, which has been accounted for in the total supply.

A neighborhood parking survey conducted in September 2024 along Rolyn Place and St. Joseph Street found that existing on-street parking is heavily utilized in certain areas. However, the removal of existing on-site uses is expected to offset some of this demand. Visitor signage directing drivers to the on-site garage and the City's existing overnight parking restrictions will further help manage potential parking impacts on surrounding streets.

Overall, the Project provides more substantially parking than can be required under State Density Bonus Law, accommodates anticipated demand, and incorporates bicycle facilities and on-site operational management strategies to minimize neighborhood parking impacts.

Open Space

The Project complies with the minimum open space requirement of 100 square feet per dwelling unit in the DMU Zone, as set forth in Section 9102.05.030(E) of the Development Code. For 359 units, this equates to a minimum requirement of 35,900 square feet. The Project proposes a total of 40,150 square feet of open space in the form of private or common open space as allowed by the Development Code, exceeding the minimum by approximately 4,250 square feet.

Amenities are distributed throughout the development and include a variety of outdoor and indoor spaces (see Figure 7 for an overview of open space). Most outdoor amenities are located on Level 4, featuring three landscaped courtyards with

Figure No. 7 - Open Space Overview

flexible turf panels, fire pits, gaming tables, lounge areas, an outdoor pool and spa, and cooking and dining areas.

Additional outdoor spaces include two roof decks (on Levels 7 and 8) and a private fenced and gated dog park on the ground floor. Interior amenities include a fitness center, co-working space, pet spa (ground floor), speakeasy (Level 3), pool room (Level 4), and sky lounge (Level 8). These open space and amenity areas provide ample opportunities for passive and active recreation for residents.

Healthy Protected Tree Removal

An Arborist Report (refer to Attachment No. 8) prepared by the Applicant's sub-consultant evaluated 32 existing trees across the site, documenting each tree's species, size, condition, and potential impacts from grading, building placement, and utility installation. Most trees were found to be ornamental or non-native species in fair to good condition. Two Coast Live Oaks were identified as protected under the City's Tree Preservation Ordinance. One of these trees (Tree No. 48), located along the northern portion of the site, conflicts with the alignment of the required 26-foot fire access lane and associated underground utilities, making preservation infeasible. The Certified Arborist concluded that excavation, pavement installation, and soil compaction within the root zone would result in the tree's decline and recommended its removal. The second protected Coast Live Oak, located near the northwest corner, is in healthy condition and will be retained and protected in place throughout construction.

To mitigate the removal of the protected oak, the Arborist recommends planting two (2) 24-inch-box Coast Live Oak trees. However, consistent with the City's Tree Preservation requirements and to better support long-term canopy restoration, the Project will instead be conditioned to plant two (2) 36-inch-box Coast Live Oak replacement trees.

Public Outreach

To ensure community engagement and gather input on the Project, the Applicant conducted a formal public outreach effort. This included:

- City Council presentation in February 2023
- Virtual Public Meeting on May 1, 2023

- In Person Public Meeting on July 25, 2024 (at 333 N. Santa Anita Avenue #11)
- CEQA Scoping Meeting on August 29, 2024 (at the Museum Education Center)

For each meeting, the noticing radius was extended beyond the minimum 300 feet, including outreach to residents in the adjacent Arcadia Gardens neighborhood.

The Scoping Meeting was originally conducted in compliance with California Environmental Quality Act ("CEQA") requirements because the Project was initially subject to the preparation of an Environmental Impact Report ("EIR"). However, following the enactment of Assembly Bill 130 ("AB 130") that went into effect on June 30, 2025, the Applicant elected to proceed under the new statutory provisions that statutorily exempted a project such as this from CEQA, and preparation of an EIR was no longer required.

Throughout the outreach process, some of the residents raised concerns primarily related to privacy, shadow impacts, and potential view obstruction associated with the Project's height and massing. In response, the Applicant revised the building design to reduce height along the western side by lowering the tower to seven (7) stories, creating a more gradual transition to the adjacent lower-density residential areas. Additional refinements included enhanced landscaping buffers at the podium and roof-deck levels and reorientation of select units toward the northwest to help redirect lines of sight away from neighboring single-family homes located west of the adjacent commercial buffer.

FINDINGS

Minor Use Permit

Section 9107.09.050(B) of the Development Code requires that, in order for a Minor Use Permit to be granted for a mixed-use development within the Downtown Mixed Use Zone, all of the following findings must be satisfied.

1. **The proposed use is consistent with the General Plan and any applicable specific plan; and is allowed within the applicable zone, subject to the granting of a Minor Use Permit, and complies with all other applicable provisions of this Development Code and the Municipal Code.**

Facts to Support This Finding: The Project site's General Plan land use designation is Downtown Mixed Use ("DMU"), which permits mixed-use or stand-alone residential development when affordable housing is provided, in accordance with the Land Use and Community Design Element of the City's General Plan. Under this designation, mixed-use development is encouraged to incorporate both residential and non-residential uses that support one another within a pedestrian-oriented environment.

The proposed Alexan Arroyo project is consistent with the DMU land use designation. The Project includes 350 residential units and nine live/work units, with the live/work component contributing toward the DMU Zone's non-residential use requirement. While the Project does not include traditional commercial uses, the live/work units align with the policy's intent to promote a blend of residential and non-residential activity in the Downtown area.

The Project supports and implements several General Plan policies, including:

- **Policy LU-1.1** – Promote new infill and redevelopment projects that are consistent with the City's land use designations and compatible with surrounding existing uses.
- **Policy LU-1.8** – Encourage development types that support transit and other alternative forms of transportation, including bicycling and walking.
- **Policy LU-4.2** – Encourage residential development that enhances the visual character, quality, and uniqueness of the City's neighborhoods and districts.

Overall, the proposal is consistent with the DMU land use designation, meets the affordable housing conditions that enable stand-alone residential use, provides live/work units as the non-residential component, and implements applicable General Plan goals and policies. As such, the project is consistent with the General Plan and complies with the applicable zoning regulations.

2. **The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity.**

Facts to Support This Finding: The subject site is approximately 3.08 acres and is located within the Downtown Mixed-Use ("DMU") Zone. The site is situated in the City's Downtown area and is surrounded by a mix of commercial, light industrial, and residential uses. While the Project does not include traditional commercial space, it incorporates nine live/work units and ground-floor residential services and amenities, which are consistent with the non-residential area provisions of the DMU Zone and the policies of the City's General Plan for this area.

The Project's height and mass exceed those of surrounding developments, making it the tallest structure in the Downtown area. However, the proposed height is permitted under State Density Bonus Law, which allows waivers of development standards when necessary to accommodate the increased density and inclusion of affordable housing. Although the scale differs from nearby buildings, the design and site planning incorporate step-backs, articulation, and transitional elements to reduce visual impacts and better relate to the surrounding context.

The Project is consistent with the planned future land uses envisioned for the DMU Zone, which anticipates higher-density residential development supported by pedestrian-oriented amenities and proximity to transit. Therefore, while the Project's scale is greater than existing structures, it remains consistent with the regulatory framework and planned character of the area.

3. **The site is physically suitable in terms of:**

   a. **Its design, location, shape, size, and operating characteristics of the proposed use in order to accommodate the use, site improvements, loading, and parking.**

      Facts to Support This Finding: The 3.08-acre site is adequately sized and configured to accommodate the proposed residential development with ground-floor live/work units. The Project provides two primary access points from Santa Anita Avenue and Rolyn Place, directing project-related traffic onto local surface streets rather than major corridors. The internal circulation system is designed to accommodate residents, visitors, and service vehicles efficiently. A total of 454 on-site parking spaces will be

provided, exceeding the required parking under State Density Bonus Law. While no dedicated loading docks are proposed, move-in and service vehicles can utilize internal drive aisles and the fire lane, minimizing interference with public rights-of-way. The building footprint and site design fit the parcel shape and support the proposed use. For these reasons, this finding can be made.

b. Streets and highways adequate to accommodate public and emergency vehicle (e.g., fire and medical) access.

Facts to Support This Finding: The Project site fronts Santa Anita Avenue and Rolyn Place, both of which provide adequate width and pavement to carry emergency vehicles and project-generated traffic. Access driveways are provided on both streets, and the project includes a dedicated fire access lane adjacent to the Metro right-of-way. The surrounding street network is adequate to accommodate the proposed use. Therefore, this finding can be made.

c. Public protection services (e.g., fire protection, police protection, etc.).

Facts to Support This Finding: The Fire and Police Departments have reviewed the Project and determined that, with the required fire protection systems, hydrants, and access improvements, the proposed development will not adversely impact public protection services. Adequate emergency vehicle access is provided via two two-way drive aisles off Santa Anita Avenue and Rolyn Place, as well as a dedicated fire access lane along the Metro Rail right-of-way.

d. The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.).

Facts to Support This Finding: As part of the development, new utility connections, including connections, including potable water and storm drainage, will be required. Implementation of best management practices by the Applicant during construction and operation would ensure impacts to water quality do not occur. If any upgrades to existing infrastructure,

including sewers, are necessary to accommodate the Project, the Applicant will be required to contribute its fair share toward those improvements as a condition of approval.

4. **The measure of site suitability shall be required to ensure that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.**

   Facts to Support This Finding: The Project is not anticipated to be detrimental to the public health, safety, or welfare of the surrounding area. The proposed residential development, including ground-floor live/work spaces, is consistent with the types of uses envisioned in the Downtown Mixed-Use ("DMU") Zone, which supports higher-density housing in proximity to commercial areas and transit.

   While the Project exceeds the base height limit for the Zone, the additional height is permitted under State Density Bonus Law and is necessary to accommodate the proposed density and required affordable housing. Without the height waiver, the Project would not be physically or financially feasible, which would preclude the delivery of needed housing, including units for Very Low Income households.

   The Project has been conditioned to address potential operational impacts related to construction, traffic circulation, and ongoing site activities. Additionally, the building design incorporates height step-downs, articulation, and transitional elements to reduce visual impacts and ensure compatibility with surrounding development. These measures ensure that the Project's type, density, and intensity of use will not create a nuisance or negatively affect surrounding properties, public safety, or the general welfare. For these reasons, this finding can be made.

<u>Tentative Tract Map</u>

Section 9105.03.060(A) of the Development Code requires that for a Tentative Tract Map to be granted, it must be found that all of the following findings can be satisfied:

1. **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 subdivision map, design, and associated improvements are consistent with the General Plan's Downtown Mixed Use ("DMU") land use designation, which supports higher-density residential and mixed-use development in the City's core. The subdivision complies with applicable provisions of the Subdivisions Division of the Development Code, including standards for lot configuration, access, and public improvements.

   The Project layout has been designed to align with surrounding development patterns and to integrate with existing street, utility, and storm drainage infrastructure. Circulation and utility systems have been planned to adequately serve the proposed density and use types. All required improvements will be constructed in accordance with City standards.

   Therefore, the proposed map and subdivision design is consistent with the General Plan, the applicable zoning and development regulations, and the standards of the Subdivisions Division of the Development Code.

2. **The site is physically suitable for the type and proposed density of development.**

   Facts in Support of the Finding: The 3.08-acre site is physically suitable to accommodate the proposed 359-unit residential development, including 35 Very Low Income units, at a density of approximately 115 units per acre. This exceeds the base DMU density of 80 units per acre but is permitted under State Density Bonus Law, which allows increased density and related concessions when affordable housing is provided. The building massing has been designed to transition toward the adjacent single-family neighborhood by stepping down to seven stories at the western side of the development. Building setbacks, access points, and internal circulation patterns are appropriately designed for the site configuration. The site is generally level, has no physical constraints, and is served by existing infrastructure, making it physically suitable for the proposed use and density. Therefore, this finding can be made.

3. **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 proposed Tentative Tract Map involves the consolidation of six legal lots into a single parcel to facilitate a high-density residential development within an urbanized area. The Project site is currently developed and located within the City's Downtown core, which is fully built out with existing infrastructure, paved streets, and surrounding urban uses. No sensitive biological resources, natural habitats, wetlands, or watercourses are present on the site or in the immediate vicinity. Because the Project is not located in or near an environmentally sensitive area, it is not expected to cause substantial environmental damage or result in harm to fish, wildlife, or their habitats. Any potential construction-related impacts such as noise, dust, or runoff will be temporary and minimized through required best management practices ("BMPs"). Therefore, the design of the subdivision and associated improvements will not result in substantial or avoidable environmental damage and will not significantly impact fish, wildlife, or habitat.

4. **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 proposed subdivision consolidates six lots together as one parcel to facilitate development. Construction of the Project will comply fully with all the applicable Building, Fire, and Safety Codes, as well as other relevant regulations. The design provides a 26-foot-wide fire access lane to accommodate Fire Department ladder operations, ensuring that aerial apparatus can safely reach the entirety of the structure at an allowable operating angle. The City's existing infrastructure, including roads, water, sewer, and emergency services, is sufficient to support the new development. Furthermore, the Project has been designed and conditioned to meet all public health and safety standards, and it is not expected to create any significant health or safety concerns for the community. The Project will also be required to pay Fire Protection Facilities Impact Fees to ensure the City can maintain adequate service levels and implement necessary upgrades to Fire Department facilities and equipment associated with growth in the Downtown area.

Therefore, the design of the subdivision and proposed improvements will not result in any significant public health or safety concerns.

5. **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: The Project does not encroach upon or interfere with any existing public easements of record or court-established easements. In fact, the Project includes provisions for new easements and public dedications to ensure adequate sidewalk access along N. Santa Anita Avenue and Rolyn Place. Therefore, no conflicts with public easements or rights of access are anticipated and this finding can be made.

6. **The discharge of sewage from the proposed subdivision into the community sewer system will not result in violation of existing requirements specified by the California Regional Water Quality Control Board.**

   Facts in Support of the Finding: The existing sewer infrastructure along Santa Anita Avenue currently has limited capacity to serve new development. To address this, the Applicant will be responsible for paying their fair share toward necessary improvements to sewer system as required by the City's Public Works Department. These improvements will be coordinated to accommodate the Project and future development in the area. The Project will comply with all applicable requirements of the California Regional Water Quality Control Board to ensure that sewage discharge does not violate water quality standards. Therefore, this finding can be made.

7. **That the proposed design and site improvements of the subdivision conform to the regulations of this Development Code and the regulations of any public agency having jurisdiction by law.**

Facts in Support of the Finding: The subdivision design, including lot layout, access, and dedications, complies with applicable provisions of the Arcadia Development Code, including the Downtown Mixed Use ("DMU") Zone standards and Subdivision Division. The Project will also adhere to the requirements and conditions set forth by all relevant public agencies, including the City's Engineering Division, Public Works Services Department, and City's Fire Department. Therefore, this finding can be made.

Site Plan & Design Review

Section 9107.19.050(F) of the Development Code requires that following findings must be met for the approval of the design.

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

   Facts to Support This Finding: The Project complies with the applicable development standards of the Downtown Mixed Use ("DMU") Zone as modified through the provisions of California Density Bonus Law (Government Code Section 65915). The proposed development includes 359 residential units at a density of approximately 115 units per acre, exceeding the base maximum of 80 units per acre. The proposed building height of 90 feet 8 inches also exceeds the maximum 60-foot height limit allowed under base zoning standards. However, both the increased density and height waiver are permitted under State Density Bonus Law in exchange for the provision of affordable housing and are, therefore, considered compliant.

   The Project also includes one concession under State Density Bonus Law to allow all affordable units to be studio units, which is not otherwise permitted under the City's Development Code. This concession facilitates the inclusion of affordable housing units while maintaining the Project's design and feasibility. In addition, the Project meets other applicable development standards, including floor area ratio ("FAR"), setbacks, and parking through the density bonus provisions. Therefore, the proposed development is in compliance with all applicable development standards and regulations of the Development Code. This finding can be made.

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

   Facts to Support This Finding: The Project incorporates several features consistent with the City's Design Guidelines, including articulated building façades, varied massing, recessed balconies, and the use of high-quality materials to break down the building's visual bulk and add interest. Setbacks along Santa Anita Avenue, Rolyn Place, and adjacent property lines provide appropriate transitions to surrounding uses. At the street level, live/work units, leasing space, and residential amenities create active and transparent frontages that support pedestrian activity. Landscaping and streetscape improvements are integrated throughout the site to complement the surrounding urban context and enhance the public realm. Collectively, these features align with the Mixed-Use Objective Development Standards and Design Guidelines to enhance the area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment. Therefore, this finding can be made.

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

   Facts to Support This Finding: The proposed seven- to eight-story building, with a maximum height of 90 feet 8 inches, will be significantly taller than surrounding existing development and will be the tallest structure in the Downtown area. The additional height is permitted through a waiver under State Density Bonus Law (Government Code Section 65915), which allows exceptions to local development standards, including building height, when necessary to accommodate additional density and affordable housing units.

   While the Project is larger in scale than nearby buildings, its design has been intentionally designed to promote visually compatibility and reduce massing impacts. Step-backs at upper floors, façade modulation, and the use of varied materials help break up the building's scale and provide architectural interest. Setbacks along Santa Anita Avenue (3'-7"), the north property line (19'-10"), and the south property line (12'-5") create visual separation from adjacent properties and help ease the transition to lower scale development.

At the street level, active frontages such as live/work units and residential amenities enhance pedestrian engagement and contribute to the evolving mixed-use, transit-oriented character envisioned for the Downtown Mixed Use ("DMU") Zone. Although the building height exceeds that of existing structures, the Project's architectural design, mass transitions, and pedestrian-focused ground floor treatment ensure that it is compatible in scale and aesthetic character with surrounding development and the City's broader goals for the Downtown area. It will also be similar in massing and design characteristics to a building directly across Santa Anita Ave., which is currently under construction. For these reasons, this finding can be made.

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

Facts to Support This Finding: The site layout is designed to function efficiently, with both two-way driveways providing vehicular access from Santa Anita Avenue and Rolyn Place. Internal circulation has been reviewed by the City Engineer and found to be adequate to serve the development. Parking is provided within a three-level garage located above grade, with clear internal circulation and minimal dead-end aisles. Landscaping is distributed along frontages, within courtyards, and on roof decks to provide visual relief and usable open space. The Project's site plan demonstrates efficient circulation, parking layout, and landscape integration. Therefore, the site will be adequate in terms of parking and circulation.

The proposed site layout provides efficient and adequate access, circulation, parking, and landscaping to support the development. Vehicular access is provided via two two-way driveways - one from Santa Anita Avenue and one from Rolyn Place - ensuring convenient ingress and egress. Internal circulation has been reviewed and deemed sufficient by the City Engineer, with the layout supporting clear vehicle movement and emergency access.

Parking is accommodated within a three-level above-grade garage, designed with logical circulation patterns and minimal dead-end aisles to enhance functionality. By providing a total of 454 parking stalls, the Applicant is proposing to provide 274 parking spaces more than the maximum the City can mandate under current regulations. In addition, parking studies show that the number of spaces proposed will satisfy all demands.

Landscaping is thoughtfully integrated throughout the site, including along public frontages, within private courtyards, and on rooftop decks, contributing both to visual relief and the provision of usable open space for residents.

Overall, the Project demonstrates an efficient and well-organized site layout that meets the City's standards for access, vehicular circulation, parking, and landscape design. Therefore, this finding can be made.

5. **The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for compliance with the Development Code and all other applicable City regulations and policies, the General Plan and any appliable specific plan, the Design Guidelines, policies and standards, and efficient site and layout design.**

   Facts to Support This Finding: The proposed development meets all applicable requirements of the Development Code, General Plan, and relevant City policies, design guidelines, and objective development standards specific to the Downtown Mixed Use (“DMU”) Zone. The Project reflects the City's goals for a higher-density, pedestrian-oriented urban environment near transit, consistent with the Land Use Element and Downtown vision.

   Although the building exceeds the scale of surrounding development, its design is consistent with the evolving character anticipated for the area. The Project includes design features such as vertical and horizontal articulation, varied materials, and meaningful setbacks to visually break down the building's mass and provide interest at the pedestrian level. Active frontages, including live/work units and enhanced landscaping along public frontages, contribute to a more engaging and walkable streetscape. Podium-level open spaces and rooftop amenities further support the Project's functionality and livability.

   The site layout accommodates efficient vehicular access from both Santa Anita Avenue and Rolyn Place, with clearly organized internal circulation and structured parking. Landscaping is integrated throughout the site to soften building edges and enhance the pedestrian experience.

The Applicant/Property Owner will be required to comply with all applicable City requirements related to disabled access, occupancy limits, building and fire safety, health code standards, environmental regulations, and parking and site design, to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, Public Works Services Director, or their respective designees.

Overall, the Project demonstrates compliance with the objective criteria outlined in Section 9107.19.040.C.5 and supports the City's broader planning goals for a vibrant, mixed-use downtown core. Therefore, this finding can be made.

Density Bonus

Pursuant to Development Code Section 9103.15.040, the City Council must make the following findings to approve a Density Bonus project.

1. **The project will be consistent with the General Plan, except as provided by this Section with regard to maximum density, density bonuses, and other incentives and concessions.**

   Facts to Support This Finding: The Project is located within the Downtown Mixed-Use designation, which allows higher-density residential development near transit. The Project implements General Plan policies supporting infill housing, downtown revitalization, and expanding affordable housing opportunities. The Project includes 359 residential units, 35 of which are affordable units for Very Low Income households, thereby contributing to the City's Regional Housing Needs Allocation ("RHNA"). Where the Project exceeds local development standards, such modifications are permitted under State Density Bonus Law. The Project is also consistent with the intent of the Housing Accountability Act (Government Code Section 65589.5), which protects qualifying housing developments that comply with objective standards. Therefore, the Project is consistent with the General Plan, except where State Density Bonus Law authorizes deviations from local standards.

2. **The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.**

Facts to Support This Finding: The site is located on two public streets (Santa Anita Avenue and Rolyn Place) with adequate traffic capacity and dual access points. The City's Fire Department has reviewed the plans and confirmed that adequate fire lanes, emergency access, hydrant placement, and standpipe/sprinkler systems will be provided.

Sewer, water, electricity, and communications utilities already serve the site. Any necessary system upgrades or fair-share improvements required to accommodate the Project will be completed and a condition of approval to this effect has been proposed. The Project exceeds State-required parking and includes bicycle parking and all required EV infrastructure.

With these improvements, existing and planned public services and utilities are expected to adequately support the Project.

3. **Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Section.**

Facts to Support This Finding: The Project includes 35 units restricted for Very Low Income households, which represents approximately 14% of the base density. These units qualify the Project for a State Density Bonus under Government Code 65915. The affordable units will be restricted for a minimum of 55 years through a recorded affordability covenant, consistent with State requirements.

The affordable units are distributed throughout the building and will be constructed, marketed, and operated in compliance with Housing Element policies, State regulatory requirements, and the City's Density Bonus ordinance. The Project also supports the City's progress toward meeting its Regional Housing Needs Allocation for Very Low Income households.

The Project is consistent with the purpose and intent of the Density Bonus Ordinance, Government Code Section 65915, and the Housing Accountability Act (Government Code Section 65589.5). An Affordable Housing Agreement will be executed to ensure long-term compliance with these requirements; therefore, this finding can be made.

4. **In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, that additional concessions or incentives are not necessary to ensure affordable housing costs as defined in Health and Safety Code 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c).**

   Facts to Support This Finding: State Law would also for up to two concessions and one waiver of development standards to effectuate this Project. The Applicant has requested just one concession to allow the 35 affordable units to be constructed as studio units and one development standard waiver to permit the building to exceed the 60-foot height limit in the Downtown Mixed Use ("DMU") Zone. No additional concessions, incentives, or waivers have been requested.

   State Density Bonus Law (Government Code Section 65915) requires the City to grant only the concessions and waivers needed to make the affordable units feasible. Based on the information provided, the requested concession and waiver adequately support the production of the Very Low Income units at regulated rent levels, and no additional concessions or incentives are required.

5. **There are sufficient provisions to guarantee that the units will remain affordable for the required time period.**

   Facts to Support This Finding: The affordable housing units for Very Low Income will be secured through a recorded Affordable Housing Covenant Agreement, which will run with the land and be enforceable by the City. The agreement will specify the number of units, household income restrictions, method of calculation for maximum rents, and minimum affordability term of 55 years, consistent with State Density Bonus Law. The covenant will ensure ongoing compliance with all applicable State and local requirements and will be executed prior to issuance of a Certificate of Occupancy. Therefore, there are sufficient provisions to guarantee that the units will remain affordable for the required time period,

<u>Removal of a Healthy Protected Tree</u>

The following findings are required for the approval of the removal of a healthy protected tree per Development Code Section 9110.01.070.A.2.

1. Removal of a Healthy Protected Tree

The removal of one protected Coast Live Oak (Tree No. 48) is necessary to accommodate the proposed Project. As documented in the Arborist Report (Attachment No. 8), this tree is located within the proposed 26-foot-wide fire lane along the northern portion of the site. Construction of the fire lane will require grading and installation of pavement and underground utilities that would directly impact the tree's root zone, making preservation infeasible. The Arborist concluded that the tree would not survive due to the extent of the necessary excavation and compaction associated with the fire lane construction.

To mitigate the removal of the protected tree, the Project is conditioned to provide replacement trees consistent with the Arcadia Development Code, which requires at least two 36-inch-box Coast Live Oak trees for each protected tree removed. These replacement trees will be incorporated into the final landscape plan to help restore canopy coverage and preserve the site's environmental and aesthetic value.

Therefore, removal of the healthy protected tree is warranted to accommodate essential site and life-safety improvements associated with the proposed development and remains consistent with the intent of Development Code Section 9110.01.070.

PLANNING COMMISSION MEETING

At the October 28, 2025, Planning Commission meeting, the Commission reviewed the proposed Project. Five residents, all living on San Miguel Drive, spoke in opposition. Their primary concerns included the height of the building, its proximity to their homes, and potential impacts on their privacy – refer to Attachment No. 2 (Draft Planning Commission Minutes).

The Planning Commission expressed concerns regarding the height of the proposed building, noting its visual impact and proximity to neighboring properties. The Commission also discussed the parking structure and that a portion of the parking

could be placed underground. While the law does not obligate the Applicant to construct underground parking when a waiver is requested and granted under the Density Bonus provisions, the Commission noted that the Applicant could voluntarily choose to place some or all of the parking underground if desired. In this case, the waiver allows the project to comply with State Density Bonus Law and local development standards without requiring underground parking, while still providing the necessary parking to serve the development.

Although the staff report did not reference General Plan Land Use Policy LU-4.1, Commissioner Arvizu noted that it should apply, as the policy encourages new multifamily residential development to be visually and functionally integrated and consistent in scale, mass, and character with surrounding structures. Also, he stated that the project does not meet Policy LU 4-2, as it does not visually or functionally integrate with the scale, mass, and character of the surrounding neighborhood structures. City Staff, along with the Assistant City Attorney, clarified that while the policy generally guides development, it does not override State Density Bonus Law, and not all General Plan policies are applicable to density bonus projects.

Commissioner Tsoi expressed concerns regarding the overall height of the building and suggested that the Project could potentially be redesigned to reduce its height. He noted that one possible approach could include removing one level of above-grade parking or relocating some parking spaces underground to achieve a lower profile. Commissioner Tsoi emphasized that these were optional strategies that the Applicant could pursue if desired, and that State Density Bonus Law and the available waivers provide flexibility to consider such design modifications without requiring them.

City Staff and the Assistant City Attorney clarified that, while the Planning Commission may provide general design feedback, State Density Bonus Law and the Housing Accountability Act (“HAA”) do not authorize the City to require modifications that would reduce the allowed residential density or the number of required affordable units. State law requires the City to evaluate projects as proposed, and it cannot mandate a redesign that would decrease housing production, eliminate parking necessary under AB 2097, or otherwise restrict the density bonuses permitted under Government Code Section 65915.

After extensive discussion, Commissioner Wilander made a motion to recommend that the City Council approve the Project as proposed, which was seconded by Chair

Tallerico. Commissioner Arvizu subsequently made a motion to recommend denial of the Project, citing that it does not satisfy the intent of one of the findings required under the Minor Use Permit. He also asserted that General Plan Land Use Policies LU-4.1 and 4.2 are applicable to this Project. Commissioner Tsoi seconded the motion to deny. The Planning Commission voted 3-2 to recommend denial of the Project with Commissioners Wilander and Tallerico dissenting.

ENVIRONMENTAL ANALYSIS

The Alexan Arroyo project was initially anticipated to undergo environmental review under the California Environmental Quality Act ("CEQA"), including preparation of an Environmental Impact Report ("EIR"). However, effective June 30, 2025, Assembly Bill ("AB") 130 established a new statutory exemption from CEQA for qualifying infill housing and mixed-use residential developments. Unlike categorical exemptions, statutory exemptions are absolute and not subject to exceptions for unusual circumstances.

To qualify for the AB 130 exemption, a Project must meet all of the following requirements:

- Be a housing development (including mixed-use projects with at least two-thirds of the floor area dedicated to residential uses);
- Be located on a site of no more than 20 acres within an incorporated city or urbanized area;
- Be situated on a previously developed site or one surrounded by urban uses;
- Be consistent with applicable zoning and general plan standards; and
- Not located on environmentally sensitive lands or involve the demolition of an historic structure.

The Alexan Arroyo project satisfies all these criteria. The 3.08 acre site is located within the City of Arcadia, is currently developed with existing commercial buildings and surface parking and is entirely surrounded by urban land uses. The proposed development is a mixed-use residential project with over two-thirds of the total floor area dedicated to residential use. It is consistent with the applicable zoning and General Plan land use designations and does not involve the demolition of any historic resources or encroach on environmentally sensitive lands.

Accordingly, the Project is statutorily exempt from CEQA under AB 130, and no further environmental review is required for purposes of City Council consideration.

Pursuant to AB 130 and Public Resources Code Section 21080.3.1, the City provided notice to California Native American tribes requesting consultation under AB 52. One tribe requested consultation, and the City completed the required process. Input received during consultation has been incorporated into the project's proposed Conditions of Approval.

The Tentative Tract Map qualifies for a Class 32 Categorical Exemption as an urban infill project under Section 15332 of the CEQA Guidelines and pursuant to Public Resources Code Section 21080(b)(1).

PUBLIC COMMENTS/NOTICE

A public hearing notice for this item was published twice in the Arcadia Weekly newspaper and posted both twice on the City's website, as well as at the City Council Chambers and the Arcadia Public Library for the Planning Commission and City Council Meetings. The notice was also mailed on November 6, 2025, to property owners and occupants within a 500-foot radius of the project site. In addition to the 500-foot radius, notifications were also sent to all residents within the entire adjacent Arcadia Gardens neighborhood to further expand public outreach.

Although the City is only required to mail notices within a 300-foot radius, the Applicant elected to expand the noticing area beyond the minimum requirement to promote transparency, broaden community awareness, and proactively address questions that may arise from surrounding neighborhoods. This expanded notice exceeded the City's legal noticing requirements and provided courtesy outreach to adjacent residents (refer to Attachment No. 4 for the expanded radius map). As of November 13, 2025, no additional public comments have been received.

During the 2024 comment period for the EIR Notice of Preparation, the City received a total of six (6) letters. Although the EIR is no longer applicable to this Project, all of these letters have been retained and are included as Attachment No. 4.

Prior to the Planning Commission meeting, the City received two additional letters from the law firm Lozeau Drury on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") and California Housing Defense Fund ("CalHDF") – refer to

Attachment No. 4. SAFER indicated that because the Project exceeds the 85-foot building height limit, AB 130 would require payment of prevailing wages. However, building height is measured in accordance with the California Building Code ("CBC"), and under this standard, the Project is 84'-10" just below the 85-foot maximum. Therefore, requiring prevailing wages for this Project would be inconsistent with State law.

CalHDF letter noted that the Housing Accountability Act ("HAA") and Density Bonus Law provides the Project legal protections, and the City may not reject the Project unless there are demonstrated public health and safety concerns.

FISCAL IMPACT

The Project is expected to generate long-term fiscal benefits to the City. As a privately owned residential development, the project will pay property taxes, utility user taxes, and annual business license fees for on-site operations. One-time revenues will also be collected through building permit and plan check fees, impact fees, and sewer and water connection charges during construction.

The Project is conditioned to pay fair-share contributions toward necessary utility and infrastructure improvements, including sewer system upgrades and traffic mitigation, as determined by the Public Works Services Director and City Engineer (Conditions of Approval No. 15 and 30). These contributions ensure that the project funds the infrastructure capacity needed to serve its residents and does not shift these costs to the City's General Fund.

There will be some additional demands for public services as a result of additional residents on the property, including medical responses, police responses, and use of City facilities and programming. Nevertheless, the project is anticipated to be net fiscally positive, producing one-time development revenue and ongoing recurring revenue, while funding its proportional share of infrastructure and service costs.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7661, find the project is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to AB 130 and approve Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, Certificate of Demolition No.

COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13 for the new Alexan Arroyo mixed-use development, subject to the proposed Conditions of Approval listed below.

Planning

1. The Project shall be developed and maintained by the Property Owner/Applicant in a manner that is consistent with the approved plans for Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, and Certificate of Demolition No. COD 23-32 and Healthy Protected Tree Permit No. TRH 25-13, subject to the satisfaction of the Deputy Development Services Director or their designee. Noncompliance with the Conditions of Approval shall be grounds for immediate suspension or revocation of any approvals. Minor changes to the Project, may be approved administratively by the Deputy Development Services Director at their discretion.

2. The final landscape and irrigation plan shall be prepared by a licensed landscape architect and submitted to Building Services for plan check. The plan must comply with Water Efficiency Landscape Ordinance and receive approval from the Planning Division prior to the issuance of any building permits.

3. The final landscape plan submitted to Building Services for plan check shall include at least two (2) Coast Live Oak trees, each with a minimum box size of 36 inches. The placement of these trees shall be determined by a licensed landscape architect and subject to approval by the Deputy Development Services Director or their designee prior to issuance of a building permit for the development.

4. The Applicant/Property Owner shall maintain and preserve Tree No. 19, a protected Coast Live Oak located at the northwest corner of the project site. The tree shall be protected throughout all construction activities, including installation of the recommended protective fencing and measures identified in the arborist report. Any activity that may impact the tree's roots, trunk, or canopy shall require prior approval in accordance with the City's Tree Ordinance.

5. All proposed mechanical equipment, including but not limited to roof-mounted equipment, shall be fully screened from public view and not visible from the public right-of-way in accordance with the requirements in the City's Development Code. Screening materials shall be architecturally integrated with the building design and will be reviewed and approved during building plan check.

6. All exterior lighting shall be designed to prevent glare, light trespass, and spillover onto adjacent properties. Lighting fixtures shall be shielded and directed downward. Lighting plans shall be subject to review and approval by the Planning Division during building plan check.

7. All exterior signage shall comply with the City's Development Code. A separate sign permit shall be required for any proposed signage.

8. All screen walls, fences, and gates shall be constructed in accordance with the approved plans and shall comply with the maximum height and design standards of the Arcadia Development Code. Any modification to materials, height, or location shall require review and approval by the Planning Division.

9. The Applicant/Property Owner shall comply with all applicable provisions of the State Density Bonus Law (Government Code Section 65915), including maintaining the required number, type, and affordability levels of restricted units for the duration required by law. Prior to the issuance of any building permits, the Applicant shall enter into a Density Bonus and Affordable Housing Agreement with the City, which shall be recorded against the property to ensure long-term compliance.

10. Ongoing maintenance of all buildings, landscaping, open spaces, fences, walls, and on-site amenities shall be the responsibility of property management in accordance with the recorded Covenants, Conditions & Restrictions ("CC&Rs"). The CC&Rs shall include provisions requiring regular maintenance consistent with the approved plans and City standards. Failure to maintain the property as required may result in enforcement action by the City.

11. The Applicant/Property Owner shall install and maintain wayfinding and directional signage within the site for vehicles and pedestrians, including clear

markings for visitor parking, loading zones, and EV charging spaces, subject to review during building plan check.

12. Prior to the issuance of a Certificate of Occupancy, the Applicant/Property Owner shall install clear and visible on-site signage directing visitors to the on-site parking garage and advising residents and guests of the City's existing overnight parking restrictions.

13. The Applicant/Property Owner shall implement best management practices ("BMPs") for stormwater management during construction and operation, consistent with City and Regional Water Quality Control Board requirements.

14. The Final Tract Map must be recorded prior to the issuance of any building or foundation permits for the mixed-use development. The map shall include all required dedications and easements along Santa Anita Avenue and Rolyn Place to the satisfaction of the City Engineer.

15. The Applicant/Property Owner shall pay its fair share contribution toward any infrastructure upgrades required to serve the project, including but not limited to the sewer line upsizing project on Santa Anita Avenue. The scope of required improvements and the Applicant's proportional share shall be determined by the Public Works Services Department during plan check. No building permits shall be issued until the required contribution has been determined by Public Works Services Director.

16. The Property Owner/Applicant shall file a Notice of Intent ("NOI") with the State Water Resources Control Board for a General Construction NPDES Permit, due to the proposed project exceeding one acre of disturbed land. The NOI must include items such as the preparation of a Stormwater Pollution Prevention Plan, applicable fees, and other required documentation. The City will not approve any grading plans until a Waste Discharger Identification number has been issued by the State.

17. The Applicant/Property Owner shall submit a haul route map and staging plan to Planning Services for review and approval prior to issuance of a grading permit.

18. All above ground utilities serving the site shall be removed, including all utility poles along property boundaries, and all new utility services shall be placed underground.

19. At the time of plan submittal to Building Services for plan check, the final site plan shall show the location of the backflow prevention device and any transformer. Appropriate screening may be required, depending on the location of these utilities.

20. Prior to issuance of a building permit, the Applicant/Property Owner shall coordinate with Metro and take all necessary measures to ensure the construction shall not disrupt the operation and maintenance activities of the Metro A Line or the structural and systems integrity of Metro's light rail infrastructure.

Building

21. 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

Fire Department

22. Prior to issuance of a Certificate of Occupancy by the Building Division, the building shall have the following fire and life safety systems fully installed, tested, and approved. Each system shall require a separate permit from the Fire Department and is subject to review and approval by the Fire Marshal:

    a. Automatic fire sprinkler system
    b. Fire alarm system
    c. Emergency responder radio coverage system

d. Two-way communication system

23. Prior to issuance of a Certificate of Occupancy by the Building Division, Class I standpipes shall be installed within all stairwells and shall extend to the roof level, subject to review and approval by the Fire Department in accordance with applicable fire and building codes.

24. New public and private fire hydrants shall be installed as shown on the approved site plan that is submitted to the Building Division for plan check. All hydrant locations and specifications shall comply with applicable fire code requirements. Final placement and installation details shall be verified during plan check and prior to issuance of a Certificate of Occupancy by the Building Division. The hydrants shall be located at:

a. Three (3) public hydrants on Rolyn Place
b. One (1) public hydrant on Santa Anita Avenue
c. Two (2) private hydrants on the north access road

25. All exit stairwells that do not discharge directly to the exterior shall be provided with a protected exterior access route leading to an access road at grade, in compliance with applicable fire and building code requirements. Final design shall be subject to review and approval by the Fire Department during plan check.

26. Knox boxes shall be installed at the main building entrance and at all exterior stairwell entrances. Knox switches shall be provided for any automatic vehicular gates.

27. Standby power shall be provided for a minimum of one elevator in each elevator bank.

28. A minimum of one Emergency Medical Services (“EMS”) elevator shall be provided at each elevator bank, in compliance with applicable Fire Codes.

29. A minimum fire flow of 2,000 gallons per minute (“gpm”) at 20 pounds per square inch (“psi”) residual pressure shall be provided, in accordance with applicable fire code standards. Verification of fire flow capacity shall be required prior to issuance of building permits.

30. Prior to issuance of a Certificate of Occupancy by the Building Division, the Applicant/Property Owner shall pay a fair-share contribution toward the City's traffic mitigation system for all areas impacted by the Project. The amount and scope of the contribution shall be based on the findings of an approved traffic study.

Engineering

31. A. Prior to recordation of the Final Map, the Applicant/Property Owner shall enter into an Offsite Improvement Agreement with the City and provide the required cost estimate and improvement bonds, subject to the City Engineer's approval;

or

B. Prior to Certificate of Occupancy by the Building Division, the Applicant/Property Owner shall remove and replace existing curb and gutter and sidewalk along the property frontages on Santa Anita Avenue and Rolyn Place, subject to the City Engineer approval.

32. Prior to recordation of the Final Tract Map, the Applicant/Property Owner shall also dedicate the necessary right-of-way along Santa Anita Avenue to establish a consistent 10-foot (10') width from the north to the south property line. Additionally, a five-foot (5') dedication shall be provided along the Rolyn Place frontage to achieve a 10-foot (10') right-of-way width from the north to the south property line, as approved by the City Engineer. These dedications shall be depicted on the Final Tract Map prior to approval by the City Council.

33. Prior to Certificate of Occupancy by the Building Division, the path of travel around the tree on Rolyn Place shall be removed and reconstructed to ensure ADA compliance and safe pedestrian circulation. Existing Easement on Rolyn Place for public sidewalk purposes shall be reconfigured to include the path of travel around the tree and may be depicted on the Final Tract Map prior to approval by the City Council. Alternatively, the easement may be shown via separate documents (Legal Description and Plat Map) submitted to the City Engineer for review and approval.

34. Prior to Certificate of Occupancy by the Building Division, all existing driveway approaches shall be removed and reconstructed per City Standard 801-1. Each approach shall include ADA compliant sidewalk access and transitions. In addition, a two-foot (2') wide easement shall be provided at each driveway approach for public sidewalk purposes and may be depicted on the Final Tract Map prior to approval by the City Council. Alternatively, the easements may be shown via separate documents (Legal Description and Plat Map) submitted to the City Engineer for review and approval.

35. The Applicant/Property Owner shall prepare a Low Impact Development ("LID") Plan in compliance with the Los Angeles County Department of Public Works 2014 LID Standard Manual. All selected LID measures shall be incorporated into the grading and drainage plans, subject to review and approval by the City Engineer prior to issuance of any grading or building permits.

36. At the time of building plan check submittal, the Project shall include a Stormwater Pollution Prevention Plan ("SWPPP") prepared in accordance with all applicable City and regional requirements. A copy of the SWPPP, including the Waste Discharge Identification Number ("WDID#"), shall be submitted to the City's Engineering Division prior to building permit issuance.

37. At the time of building plan check submittal, a grading and drainage plan, erosion control plan, and hydrology report shall be submitted for review and approval to the City's Engineering Division. The plans and report shall demonstrate compliance with all applicable City grading, drainage and stormwater management standards.

38. At the time of building plan check submittal, a soils and geotechnical report shall be prepared and submitted for review and approval by the City's Engineering Division. Approval of the report is required prior to the start of any construction to ensure safe and stable site development.

39. The Applicant shall be responsible for repairing all asphalt street frontages from property line to property line for any damage caused by development activities, including, but not limited to, trench cuts and construction traffic, per the direction of the City Engineer.

Public Works Services

40. The development shall connect to the existing 30-inch welded steel water main with 51 psi static pressure located on the east side of Santa Anita Avenue, and the existing 8-inch cast iron water main with 51 psi static pressure located on Rolyn Place. Both mains may be used to serve domestic water and/or fire protection needs. Due to the static pressure and the proposed building height, the need for a booster pump system shall be evaluated during building plan check. If required, the booster system shall be designed and installed to the satisfaction of the City Engineer and Fire Department.

41. At the time of building plan check submittal, the Applicant/Property Owner shall provide water demand calculations, prepared by a licensed Civil or Mechanical Engineer, demonstrating the maximum domestic and fire flow demands to verify the appropriate water service size for the Project.

42. The Applicant/Property Owner shall provide separate water services and meters for each individual structure, including dedicated water services for residential, commercial, and irrigation uses as applicable.

43. Domestic water service for residential developments shall be provided by common master meter equipped with an approved reduced pressure backflow device for meter services protection.

44. A separate landscape meter is required for landscape irrigation in common areas. The backflow preventer shall be Reduce Pressure Backflow Assembly as approved by the Public Works Services Department prior to issuance of a building permit.

45. Fire protection requirements shall be stipulated by the Arcadia Fire Department and shall be confirmed to Arcadia Standard Plan. A separate fire service with Double Check Detector Assembly (“DCDA”) shall be installed for fire service required.

46. A Water Meter Permit Application shall be submitted to the Public Works Services Department prior to final plan check approval.

47. The Applicant/Property Owner shall provide new water services installations. Installation shall be according to the specifications of the Public Works Services Department, Engineering Section. Abandonment of the existing water services, if necessary, shall be by the Applicant/Property Owner, according to the Public Works Services Department, Engineering Section specification.

48. Trash/recycling bins shall be configured to provide easy access for trash collection services. There should be a minimum of one- foot (1') of clearance around the trash bins/recycling bins and all bins/carts shall meet the specifications of the Public Works Services Department. At a minimum, trash enclosure areas should accommodate three containers: a 3-yard bin for trash, 3-yard bin for recycling, and 69/96 gallon sized carts for organics recycling. The roof clearance for the trash enclosure must be at least 10 feet high.

Cultural Resources

49. The Applicant/Property Owner shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation, prior to commencement of any ground-disturbing activities (i.e., both on-site and any off-site locations that are included in the Project description/definition and/or required in connection with the Project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

    A copy of the monitoring agreement executed with Gabrieleño Band of Mission Indians – Kizh Nation shall be submitted to the City's Planning Division prior to commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

50. The Gabrieleño Band of Mission Indians – Kizh Nation shall conduct monitoring during ground-disturbing activities and complete daily monitoring logs. These logs will document relevant construction activities, locations of disturbance, soil types, cultural materials, and any other information of significance to the Tribe. The logs will specifically identify and describe any discovered Tribal Cultural Resources ("TCRs"), including Native American cultural and historical artifacts, remains, places of significance, as well as any ancestral human remains and associated burial goods. Copies of the

monitoring logs will be made available to the Applicant/Property Owner or the City upon written request to the Tribe.

51. On-site tribal monitoring shall conclude upon the later of the following: (1) written confirmation from the Applicant/Property Owner or the City to the Gabrieleño Band of Mission Indians - Kizh Nation that all ground-disturbing activities and related phases at the Project site are complete; or (2) written notification from the Gabrieleño Band of Mission Indians - Kizh Nation to the Applicant/Property Owner or the City confirming that no future planned construction activities or development phases at the Project site have the potential to impact Kizh Tribal Cultural Resources ("TCRs").

52. Upon discovery of any Tribal Cultural Resources ("TCRs"), all construction activities within at least a 50-foot radius of the find shall cease immediately and shall not resume until the Gabrieleño Band of Mission Indians – Kizh Nation monitor and/or Kizh's archaeologist has fully assessed the resource. The Tribe shall recover and retain all discovered TCRs in the manner and for the purposes it deems appropriate, including educational, cultural, and historic uses, at its sole discretion.

53. In the event human remains or associated funerary objects are encountered during any ground-disturbing activities:

    a. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, also referred to as grave goods under Public Resources Code Section 5097.98, shall be treated according to the same statute.

    b. If Native American human remains and/or grave goods are discovered or recognized on the Project site, then all ground-disturbing in the vicinity of the discovery shall cease immediately. Pursuant to Health and Safety Code Section 7050.5, the discovery shall be reported to the Los Angeles County Coroner. No further work shall occur in that area until the Coroner has made a determination regarding the nature of the remains. If the Coroner determines or has reason to believe the remains are those of a Native American, the Coroner shall contact the Native

American Heritage Commission ("NAHC") within 24 hours, and the procedures outlined in PRC § 5097.98 shall be followed.

c. All human remains and grave or burial goods shall be treated alike in accordance with California Public Resources Code section 5097.98(d)(1) and (2).

d. Construction activities may resume in other areas of the Project site at a minimum of 200 feet away from the discovery if, in the sole discretion of the Gabrieleño Band of Mission Indians – Kizh Nation, it is determined that resuming such activities at that distance is appropriate. The Kizh Nation shall provide any measures it deems necessary to the Applicant/Property Owner and the City prior to resumption of work.

e. Preservation in place (i.e., avoidance) is the preferred method of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials (e.g. Natural History Museum of Los Angeles County or the Fowler Museum) provided such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

f. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

54. If, in accordance with Public Resources Code § 5097.98 and all applicable regulatory procedures, the Gabrieleño Band of Mission Indians – Kizh Nation is identified by the Native American Heritage Commission ("NAHC") as the Most Likely Descendant ("MLD") for any discovered Native American human remains or associated funerary objects on the Project site, the following requirements shall apply:

a. If the Gabrieleño Band of Mission Indians – Kizh Nation is identified as the Most Likely Descendant ("MLD"), the Tribe's Koo-nas-gna Burial Policy shall be implemented. For the Tribe, the term "human remains" encompasses more than skeletal material and includes associated

cultural and ceremonial elements. Tribal traditions may include, but are not limited to, preparation of the soil for burial, the inclusion of funerary objects, and the ceremonial burning of remains. All treatment of human remains and associated items shall be carried out in accordance with the Tribe's customs and practices, and in consultation with the MLD.

b. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery, and a separate treatment plan shall be created.

c. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

d. If discovered human remains cannot be fully documented and recovered on the same day, the remains shall be respectfully covered with muslin cloth and protected with a steel plate capable of being moved by heavy equipment, placed over the excavation area. If a steel plate is not available, a 24-hour security guard shall be posted to protect the site outside of working hours. The Gabrieleño Band of Mission Indians – Kizh Nation, as the Most Likely Descendant ("MLD"), shall make every effort to recommend Project design modifications to allow the remains to be preserved in situ. If project diversion is not feasible, and upon consultation with the MLD, removal of the remains may proceed in accordance with applicable laws and Tribal protocols.

e. In the event preservation in place is not feasible despite good faith efforts by the Applicant/Property Owner, no ground-disturbing activities shall resume until the property owner, in consultation with the Most Likely Descendant ("MLD"), has arranged for a designated reburial location within the Project site footprint. This location shall be used for the respectful reinterment of any human remains and/or ceremonial

objects, consistent with the cultural protocols of the Gabrieleño Band of Mission Indians – Kizh Nation.

f. If human remains or associated funerary objects are discovered, each occurrence shall be respectfully stored in opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be relocated to a secure on-site container, if feasible. These items shall be reburied within six (6) months of recovery, at a location on the Project site mutually agreed upon by the Tribe and the Applicant/Property Owner. The reburial site shall be protected in perpetuity and not subject to future disturbance. No public disclosure or publicity regarding the discovery or nature of these cultural materials shall occur.

g. In the event data recovery is necessary, the Gabrieleño Band of Mission Indians – Kizh Nation shall work in close coordination with a qualified archaeologist to ensure all excavation activities are conducted carefully, ethically, and respectfully. If the Tribe approves data recovery, all associated documentation, at a minimum including detailed descriptive notes and sketches shall be reviewed and approved in advance by the Tribe. Upon completion of any approved data recovery, a final report shall be submitted to both the Tribe and the Native American Heritage Commission ("NAHC"). The Tribe does not authorize any scientific study or the use of invasive and/or destructive diagnostics on human remains under any circumstances.

<u>General Conditions</u>

55. 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 to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, and Public Works Services Director. Any changes to the existing facility may be subject to having fully detailed plans submitted for plan check review and approval by the aforementioned City officials and employees and may subject to separate building permits.

56. To the maximum extent permitted by law, the Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with MUP 23-10, TTM 23-04, ADR 23-12, COD 23-32 and TRH 25-13 ("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 promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, 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 City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. 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 that the Applicant reasonably

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

57. Approval of MUP 23-10, TTM 23-04, ADR 23-12, COD 23-32 and TRH 25-13 shall not be in effect unless the Applicant and Property Owner have executed and filed the Acceptance Form with the City on or before 30 calendar days after the City Council 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.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7661
Attachment No. 2: Draft Planning Commission Minutes and Staff Report, dated October 25, 2025, without attachments
Attachment No. 3 Aerial Photo with Zoning Information and Photos of the Project Site
Attachment No. 4: Letters Received and Previous 2024 NOP Comments
Attachment No. 5: Tentative Tract Map
Attachment No. 6: Architectural Plans and Renderings
Attachment No. 7: Parking Analysis, dated November 2024
Attachment No. 8: Arborist Report, dated September 2024
Attachment No. 9: Expanded Radius Map

Attachment No. 1

Resolution No. 7661

RESOLUTION NO. 7661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING THE ALEXAN ARROYO MIXED-USE DEVELOPMENT AND DENSITY BONUS, COMPRISED OF 359 RESIDENTIAL UNITS, INCLUDING 35 VERY LOW AFFORDABLE UNITS AND NINE (9) LIVE/WORK UNITS AT 325 N. SANTA ANITA AVENUE

WHEREAS, on September 5, 2023, the Applicant, Arcadia Apartments L.L.C., on behalf of the property owner, Positive Investments, Inc., submitted an application for Minor Use Permit No. MUP 23-10. The Applicant later submitted applications for Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, Certificate of Demolition No. COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13. The Project proposes to consolidate six legal lots into one parcel and remove one healthy Coast Live Oak tree to accommodate a new mixed-use development with a density bonus, consisting of 324 market-rate units, 35 very low-income affordable units, and nine (9) live/work loft units at 325 North Santa Anita Avenue (collectively known as the "Project"); and

WHEREAS, pursuant to CEQA Guidelines Section 15332, the Tentative Tract Map qualifies for a Class 32 Categorical Exemption as an urban infill project; and

WHEREAS, pursuant to Assembly Bill 130 ("AB 130") that went into effect on June 30, 2025, which provides a statutory exemption from the California Environmental Quality Act ("CEQA") for certain housing developments that (1) include a specified percentage of affordable units, (2) are located within qualified urban infill

areas, and (3) comply with applicable zoning, density, and design standards, the proposed mixed-use development qualifies for a statutory exemption; and

WHEREAS, because the Project includes the required affordable housing component, is located within a designated urban infill area, and meets all other AB 130 criteria, the City has determined that the Project is statutorily exempt from CEQA pursuant to AB 130; and

WHEREAS, on October 28, 2025, a duly noticed public hearing was held before the Planning Commission on said Project, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, on October 28, 2025, the Planning Commission reviewed the project, heard the public testimonies, and then voted 3-2 to recommend denial of the Project with Commissioners Wilander and Tallerico dissenting; and

WHEREAS, on November 18, 2025 a duly noticed public hearing was held before the City Council on said application, at which time all interested persons were given full opportunity to be heard and to present evidence.

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

SECTION 1. The factual data submitted by the Development Services Department in the staff report dated November 18, 2025, are true and correct.

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

Minor Use Permit

1. The proposed use is consistent with the General Plan and any applicable specific plan; and is allowed within the applicable zone, subject to the granting of a Conditional Use Permit, and complies with all other applicable provisions of this Development Code and the Municipal Code.

FACT: The Project site's General Plan land use designation is Downtown Mixed Use ("DMU"), which permits mixed-use or stand-alone residential development when affordable housing is provided, in accordance with the Land Use and Community Design Element of the City's General Plan. Under this designation, mixed-use development is encouraged to incorporate both residential and non-residential uses that support one another within a pedestrian-oriented environment.

The proposed Alexan Arroyo Project is consistent with the DMU land use designation. The Project includes 359 residential units and nine live/work units, with the live/work component contributing toward the DMU zone's non-residential use requirement. While the Project does not include traditional commercial uses, the live/work units align with the policy intent to promote a blend of residential and non-residential activity in the Downtown area.

The Project supports and implements several General Plan policies, including:

- Policy LU-1.1 – Promote new infill and redevelopment projects that are consistent with the City's land use designations and compatible with surrounding existing uses.
- Policy LU-1.8 – Encourage development types that support transit and other alternative forms of transportation, including bicycling and walking.
- Policy LU-4.2 – Encourage residential development that enhances the visual character, quality, and uniqueness of the City's neighborhoods and districts.

Overall, the proposal is consistent with the DMU land use designation, meets the affordable housing conditions that enables stand-alone residential use, provides live/work units as the non-residential component, and implements applicable General Plan goals and policies, the project is consistent with the General Plan and complies with the applicable zoning regulations.

2. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity.

FACT: The subject site is approximately 3.08 acres and is located within the Downtown Mixed-Use ("DMU") zone. The site is situated in the City's downtown area and is surrounded by a mix of commercial, light industrial, and residential uses. While the project does not include traditional commercial space, it incorporates nine live/work units and ground-floor residential services and amenities, which are

consistent with the non-residential area provisions of the DMU zone and the policies of the City's General Plan for this area.

The Project's height and mass exceed those of surrounding developments, making it the tallest structure in the downtown area. However, the proposed height is permitted under State Density Bonus Law, which allows waivers of development standards when necessary to accommodate the increased density and inclusion of affordable housing. Although the scale differs from nearby buildings, the design and site planning incorporate step-backs, articulation, and transitional elements to reduce visual impacts and better relate to the surrounding context.

The Project is consistent with the planned future land uses envisioned for the DMU zone, which anticipates higher-density residential development supported by pedestrian-oriented amenities and proximity to transit. Therefore, while the Project's scale is greater than existing structures, it remains consistent with the regulatory framework and planned character of the area.

3. The site is physically suitable in terms of:

a. Its design, location, shape, size, and operating characteristics of the proposed use in order to accommodate the use, site improvements, loading, and parking.

FACT: The 3.08-acre site is adequately sized and configured to accommodate the proposed residential development with ground-floor live/work units. The Project

provides two primary access points from Santa Anita Avenue and Rolyn Place, directing project-related traffic onto local surface streets rather than major corridors. The internal circulation system is designed to accommodate residents, visitors, and service vehicles efficiently. A total of 454 on-site parking spaces will be provided, exceeding the required parking under State Density Bonus Law. While no dedicated loading docks are proposed, move-in and service vehicles can utilize internal drive aisles and the fire lane, minimizing interference with public rights-of-way. The building footprint and site design fit the parcel shape and support the proposed use. For these reasons, this finding can be made.

b. Streets and highways are adequate to accommodate public and emergency vehicle (e.g., fire and medical) access.

FACT: The Project site fronts Santa Anita Avenue and Rolyn Place, both of which provide adequate width and pavement to carry emergency vehicles and project-generated traffic. Access driveways are provided on both streets, and the project includes a dedicated fire access lane adjacent to the Metro right-of-way. The surrounding street network is adequate to accommodate the proposed use. Therefore, this finding can be made.

c. Public protection services (e.g., fire protection, police protection, etc.).

FACT: The Fire and Police Departments have reviewed the Project and determined that, with the required fire protection systems, hydrants, and access

improvements, the proposed development will not adversely impact public protection services. Adequate emergency vehicle access is provided via two two-way drive aisles off Santa Anita Avenue and Rolyn Place, as well as a dedicated fire access lane along the Metro Rail right-of-way.

d. The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.).

FACT: As part of the development, new utility connections, including connections, including potable water and storm drainage, will be required. Implementation of best management practices by the Applicant during construction and operation would ensure impacts to water quality do not occur. If any upgrades to existing infrastructure, including sewers, are necessary to accommodate the Project, the Applicant will be required to contribute toward those improvements as a condition of approval.

4. The measure of site suitability shall be required to ensure that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

FACT: The Project is not anticipated to be detrimental to the public health, safety, or welfare of the surrounding area. The proposed residential development, including ground-floor live/work spaces, is consistent with the types of uses envisioned in the Downtown Mixed-Use ("DMU") zone, which supports higher-density housing in proximity to commercial areas and transit.

While the Project exceeds the base height limit for the zone, the additional height is permitted under State Density Bonus Law and is necessary to accommodate the proposed density and required affordable housing. Without the height waiver, the Project would not be physically or financially feasible, which would preclude the delivery of needed housing, including units for very low-income households.

The Project has been conditioned to address potential operational impacts related to construction, traffic circulation, and ongoing site activities. Additionally, the building design incorporates height step-downs, articulation, and transitional elements to reduce visual impacts and ensure compatibility with surrounding development. These measures ensure that the Project's type, density, and intensity of use will not create a nuisance or negatively affect surrounding properties, public safety, or the general welfare. For these reasons, this finding can be made.

Tentative Tract Map

1. 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.

FACT: The proposed subdivision map, design, and associated improvements the Project are consistent with the General Plan's Downtown Mixed Use ("DMU") land use designation, which supports higher-density residential and mixed-use development in the City's core.. The subdivision complies with applicable provisions of the Subdivisions Division of the Development Code, including standards for lot configuration, access, and public improvements.

The project layout has been designed to align with surrounding development patterns and to integrate with existing street, utility, and storm drainage infrastructure. Circulation and utility systems have been planned to adequately serve the proposed density and use types. All required improvements will be constructed in accordance with City standards.

Therefore, the proposed map and subdivision design are consistent with the General Plan, the applicable zoning and development regulations, and the standards of the Subdivisions Division of the Development Code.

2. The site is physically suitable for the type and proposed density of development.

FACT: The 3.08-acre site is physically suitable to accommodate the proposed 359-unit residential development, including 35 very low-income units, at a density of approximately 115 units per acre. This exceeds the base DMU density of 80 units per acre but is permitted under State Density Bonus Law, which allows increased density and related concessions when affordable housing is provided. The building massing has been designed to transition toward the adjacent single-family neighborhood by stepping down to seven stories at the western side of the development. Building setbacks, access points, and internal circulation patterns are appropriately designed for the site configuration. The site is generally level, has no physical constraints, and is served by existing infrastructure, making it physically suitable for the proposed use and density. Therefore, this finding can be made.

3. 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.

FACT: The proposed tentative tract map involves the consolidation of six legal lots into a single parcel to facilitate a high-density residential development within an urbanized area. The Project site is currently developed and located within the City's Downtown core, which is fully built out with existing infrastructure, paved streets, and surrounding urban uses.

No sensitive biological resources, natural habitats, wetlands, or watercourses are present on the site or in the immediate vicinity. Because the Project is not located in or near an environmentally sensitive area, it is not expected to cause substantial environmental damage or result in harm to fish, wildlife, or their habitats.

Any potential construction-related impacts such as noise, dust, or runoff will be temporary and minimized through required best management practices ("BMPs").

Therefore, the design of the subdivision and associated improvements will not result in substantial or avoidable environmental damage and will not significantly impact fish, wildlife, or habitat.

4. The design of the subdivision or type of improvements is not likely to cause serious public health or safety problems.

FACT: The proposed subdivision consolidates six lots together as one parcel to facilitate development. Construction of the Project will comply fully with all the applicable Building, Fire, and Safety Codes, as well as other relevant regulations. The City's existing infrastructure, including roads, water, sewer, and emergency services, is sufficient to support the new development. Furthermore, the Project has been designed and conditioned to meet all public health and safety standards, and it is not expected to create any significant health or safety concerns for the community.

5. 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).

FACT: The Project does not encroach upon or interfere with any existing public easements of record or court-established easements. In fact, the Project includes provisions for new easements and public dedications to ensure adequate sidewalk access along N. Santa Anita Avenue and Rolyn Place. Therefore, no conflicts with public easements or rights of access are anticipated.

6. The discharge of sewage from the proposed subdivision into the community sewer system will not result in violation of existing requirements specified by the California Regional Water Quality Control Board.

FACT: The existing sewer infrastructure along Santa Anita Avenue currently has limited capacity to serve new development. To address this, the Applicant will be responsible for paying their contributions toward necessary improvements to sewer system as required by the City's Public Works Department. These improvements will be coordinated to accommodate the Project and future development in the area. The Project will comply with all applicable requirements of the California Regional Water

Quality Control Board to ensure that sewage discharge does not violate water quality standards. Therefore, this finding can be made.

7. That the proposed design and site improvements of the subdivision conform to the regulations of this Development Code and the regulations of any public agency having jurisdiction by law.

FACT: The subdivision design, including lot layout, access, and dedications, complies with applicable provisions of the Arcadia Development Code, including the Downtown Mixed Use ("DMU") zone standards and Subdivision Division. The Project will also adhere to the requirements and conditions set forth by all relevant public agencies, including the City's Engineering Division, Public Works Services Department, and City's Fire Department. Therefore, this finding can be made.

Site Plan & Design Review

Section 9107.19.050(F) of the Development Code requires that following findings must be met for the approval of the design.

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

FACT: The Project complies with the applicable development standards of the Downtown Mixed Use ("DMU") zone as modified through the provisions of California Density Bonus Law (Government Code Section 65915). The proposed development includes 359 residential units at a density of approximately 115 units per acre,

exceeding the base maximum of 80 units per acre. The proposed building height of 90 feet 8 inches also exceeds the maximum 60-foot height limit allowed under base zoning standards. However, both the increased density and height waiver are permitted under State Density Bonus Law in exchange for the provision of affordable housing and are therefore considered compliant.

The Project also includes one concession under State Density Bonus Law to allow all affordable units to be studio units, which is not otherwise permitted under the City's Development Code. This concession facilitates the inclusion of affordable housing units while maintaining the Project's design and feasibility.

In addition, the Project meets other applicable development standards, including floor area ratio ("FAR"), setbacks, and parking through the density bonus provisions. Therefore, the proposed development is in compliance with all applicable development standards and regulations of the Development Code. This finding can be made.

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

FACT: The Project incorporates several features consistent with the City's Design Guidelines, including articulated building façades, varied massing, recessed balconies, and the use of high-quality materials to break down the building's visual bulk and add interest. Setbacks along Santa Anita Avenue, Rolyn Place, and adjacent

property lines provide appropriate transitions to surrounding uses. At the street level, live/work units, leasing space, and residential amenities create active and transparent frontages that support pedestrian activity. Landscaping and streetscape improvements are integrated throughout the site to complement the surrounding urban context and enhance the public realm. Collectively, these features align with the Mixed-Use Objective Development Standards and Design Guidelines to enhances an area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment. Therefore, this finding can be made.

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

FACT: The proposed seven- to eight-story building, with a maximum height of 90 feet 8 inches, will be significantly taller than surrounding existing development and will be the tallest structure in the downtown area. The additional height is permitted through a waiver under State Density Bonus Law (Government Code Section 65915), which allows exceptions to local development standards, including building height, when necessary to accommodate additional density and affordable housing units.

While the Project is larger in scale than nearby buildings, its design has been intentionally designed to promote visually compatibility and reduce massing

impacts. Step-backs at upper floors, façade modulation, and the use of varied materials help break up the building's scale and provide architectural interest. Setbacks along Santa Anita Avenue (3'-7"), the north property line (19'-10"), and the south property line (12'-5") create visual separation from adjacent properties and help ease the transition to lower scale development.

At the street level, active frontages such as live/work units and residential amenities enhance pedestrian engagement and contribute to the evolving mixed-use, transit-oriented character envisioned for the Downtown Mixed Use ("DMU") zone. Although the building height exceeds that of existing structures, the Project's architectural design, mass transitions, and pedestrian-focused ground floor treatment ensure that it is compatible in scale and aesthetic character with surrounding development and the City's broader goals for the downtown area. For these reasons, this finding can be made.

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

FACT: The site layout is designed to function efficiently, with two two-way driveways providing vehicular access from Santa Anita Avenue and Rolyn Place. Internal circulation has been reviewed by the City Engineer and found to be adequate to serve the development. Parking is provided within a three-level garage located above grade, with clear internal circulation and minimal dead-end aisles.

Landscaping is distributed along frontages, within courtyards, and on roof decks to provide visual relief and usable open space. The Project's site plan demonstrates efficient circulation, parking layout, and landscape integration. Therefore, the site will be adequate in terms of parking and circulation.

The proposed site layout provides efficient and adequate access, circulation, parking, and landscaping to support the development. Vehicular access is provided via both two-way driveways - one from Santa Anita Avenue and one from Rolyn Place - ensuring convenient ingress and egress. Internal circulation has been reviewed and deemed sufficient by the City Engineer, with the layout supporting clear vehicle movement and emergency access.

Parking is accommodated within a three-level above-grade garage, designed with logical circulation patterns and minimal dead-end aisles to enhance functionality. Landscaping is thoughtfully integrated throughout the site, including along public frontages, within private courtyards, and on rooftop decks, contributing both to visual relief and the provision of usable open space for residents.

Overall, the Project demonstrates an efficient and well-organized site layout that meets the City's standards for access, vehicular circulation, parking, and landscape design.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for compliance with

the Development Code and all other applicable City regulations and policies, the General Plan and any applicable specific plan, the Design Guidelines, policies and standards, and efficient site and layout design.

FACT: The proposed development meets all applicable requirements of the Development Code, General Plan, and relevant City policies, design guidelines, and objective development standards specific to the Downtown Mixed Use (“DMU”) zone. The Project reflects the City's goals for a higher-density, pedestrian-oriented urban environment near transit, consistent with the Land Use Element and Downtown vision.

Although the building exceeds the scale of surrounding development, its design is consistent with the evolving character anticipated for the area. The Project includes design features such as vertical and horizontal articulation, varied materials, and meaningful setbacks to visually break down the building's mass and provide interest at the pedestrian level. Active frontages, including live/work units and enhanced landscaping along public frontages, contribute to a more engaging and walkable streetscape. Podium-level open spaces and rooftop amenities further support the Project's functionality and livability.

The site layout accommodates efficient vehicular access from both Santa Anita Avenue and Rolyn Place, with clearly organized internal circulation and structured

parking. Landscaping is integrated throughout the site to soften building edges and enhance the pedestrian experience.

The Applicant/Property Owner shall comply with all applicable City requirements related to disabled access, occupancy limits, building and fire safety, health code standards, environmental regulations, and parking and site design, to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, Public Works Services Director, or their respective designees.

Overall, the Project demonstrates compliance with the objective criteria outlined in Section 9107.19.040.C.5 and supports the City's broader planning goals for a vibrant, mixed-use downtown core. Therefore, this finding can be made.

Density Bonus

Pursuant to Development Code Section 9103.15.040, the City Council must make the following findings to approve a Density Bonus project.

1. The project will be consistent with the General Plan, except as provided by this Section with regard to maximum density, density bonuses, and other incentives and concessions.

FACT: The Project is located within the Downtown Mixed-Use designation, which allows higher density residential development near transit. The Project implements General Plan policies supporting infill housing, downtown revitalization, and expanding affordable housing opportunities. The Project includes 359

residential units, 35 of which are affordable units for very low-income households, thereby contributing to the City's Regional Housing Needs Allocation ("RHNA"). Where the Project exceeds local development standards, such modifications are permitted under State Density Bonus Law. The Project is also consistent with the intent of the Housing Accountability Act (Government Code Section 65589.5), which protects qualifying housing developments that comply with objective standards. Therefore, the Project is consistent with the General Plan, except where State Density Bonus Law authorizes deviations from local standards.

2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.

FACT: The site is located on two public streets (Santa Anita Avenue and Rolyn Place) with adequate traffic capacity and dual access points. The City's Fire Department has reviewed the plans and confirmed that adequate fire lanes, emergency access, hydrant placement, and standpipe/sprinkler systems will be provided.

Sewer, water, electricity, and communications utilities already serve the site. Any necessary system upgrades or fair-share improvements required to accommodate the Project will be completed and a condition of approval to this effect has been proposed. The Project exceeds State-required parking and includes bicycle parking and all required EV infrastructure.

With these improvements, existing and planned public services and utilities are expected to adequately support the Project.

3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Section.

FACT: The Project includes 35 units restricted for Very Low-Income households, which represents approximately 14% of the base density. These units qualify the Project for a State density bonus under Government Code 65915. The affordable units will be restricted for a minimum of 55 years through a recorded affordability covenant, consistent with State requirements.

The affordable units are distributed throughout the building and will be constructed, marketed, and operated in compliance with Housing Element policies, State regulatory requirements, and the City's Density Bonus ordinance. The Project also supports the City's progress toward meeting its Regional Housing Needs Allocation for Very Low-Income households.

The Project is consistent with the purpose and intent of the Density Bonus Ordinance, Government Code Section 65915, and the Housing Accountability Act (Government Code Section 65589.5). An Affordable Housing Agreement will be executed to ensure long-term compliance with these requirements; therefore, the Project complies with this finding.

4. In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, that additional concessions or incentives are not necessary to ensure affordable housing costs as defined in Health and Safety Code 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c).

FACT: The Applicant has requested one concession to allow the 35 affordable units to be constructed as studio units, and one development standard waiver to permit the building to exceed the 60-foot height limit in the Downtown Mixed Use ("DMU") zone. No additional concessions, incentives, or waivers have been requested.

State Density Bonus Law (Government Code Section 65915) requires the City to grant only the concessions and waivers needed to make the affordable units feasible. Based on the information provided, the requested concession and waiver adequately support the production of the Very Low-Income units at regulated rent levels, and no additional concessions or incentives are required.

5. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

FACT: The affordable housing units for Very Low-Income will be secured through a recorded Affordable Housing Covenant Agreement, which will run with the land and be enforceable by the City. The agreement will specify the number of units,

household income restrictions, method of calculation for maximum rents, and minimum affordability term of 55 years, consistent with State Density Bonus Law. The covenant will ensure ongoing compliance with all applicable State and local requirements and will be executed prior to issuance of a Certificate of Occupancy. Therefore, there are sufficient provisions to guarantee that the units will remain affordable for the required time period.

Removal of a Healthy Protected Tree

The following findings are required for the approval of the removal of a healthy protected tree per Development Code Section 9110.01.070.A.2.

1. Removal of a Healthy Protected Tree:

FACT: The removal of one protected Coast Live Oak (Tree No. 48) is necessary to accommodate the proposed Project. As documented in the Arborist Report (Attachment No. 6), this tree is located within the proposed 26-foot-wide fire lane along the northern portion of the site. Construction of the fire lane will require grading and installation of pavement and underground utilities that would directly impact the tree's root zone, making preservation infeasible. The Arborist concluded that the tree would not survive due to the extent of the necessary excavation and compaction associated with fire-lane construction.

To mitigate the removal of the protected tree, the Project is conditioned to provide replacement trees consistent with the Arcadia Development Code, which

requires at least two 36-inch-box Coast Live Oak trees for each protected tree removed. These replacement trees will be incorporated into the final landscape plan to help restore canopy coverage and preserve the site's environmental and aesthetic value.

Therefore, removal of the healthy protected tree is warranted to accommodate essential site and life-safety improvements associated with the proposed development and remains consistent with the intent of Development Code Section 9110.01.070.

SECTION 3. Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the Tentative Tract Map qualifies for a Class 32 Categorical Exemption as an urban infill project under Section 15332 of the CEQA Guidelines. Additionally, pursuant to Public Resources Code Section 21080(b)(1), the mixed-use development is statutorily exempt from CEQA under Assembly Bill 130 ("AB 130").

SECTION 4. For the foregoing reasons, that the City Council find the Tentative Tract Map categorically exempt from CEQA pursuant to Section 15332 (Class 32 – Infill Development) and the mixed-use development statutorily exempt under Assembly Bill 130 ("AB 130"), and approve Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Architectural Design Review No. ADR 23-12, Certificate of Demolition No. COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13 to consolidate six parcels into one and to construct the Alexan Arroyo mixed-use

development at 325 North Santa Anita Avenue, consisting of 324 market-rate units, 35 very low-income affordable units, and nine live/work units, including the removal of one protected Coast Live Oak tree, subject to the conditions of approval attached hereto.

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

Passed, approved and adopted this 18th day of November, 2025.

_____
Mayor of the City of Arcadia

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael J. Maurer
City Attorney

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RESOLUTION NO. 7661

Conditions of Approval

Planning

1. The Project shall be developed and maintained by the Property Owner/Applicant in a manner that is consistent with the approved plans for Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, and Certificate of Demolition No. COD 23-32 and Healthy Protected Tree Permit No. TRH 25-13, subject to the satisfaction of the Deputy Development Services Director or their designee. Noncompliance with the Conditions of Approval shall be grounds for immediate suspension or revocation of any approvals. Minor changes to the Project, may be approved administratively by the Deputy Development Services Director at their discretion.

2. The final landscape and irrigation plan shall be prepared by a licensed landscape architect and submitted to Building Services for plan check. The plan must comply with Water Efficiency Landscape Ordinance and receive approval from the Planning Division prior to the issuance of any building permits.

3. The final landscape plan submitted to Building Services for plan check shall include at least two (2) Coast Live Oak trees, each with a minimum box size of 36 inches. The placement of these trees shall be determined by a licensed landscape architect and subject to approval by the Deputy Development Services Director or their designee prior to issuance of a building permit for the development.

4. The Applicant/Property Owner shall maintain and preserve Tree No. 19, a protected Coast Live Oak located at the northwest corner of the project site. The tree shall be protected throughout all construction activities, including installation of the recommended protective fencing and measures identified in the arborist report. Any activity that may impact the tree's roots, trunk, or canopy shall require prior approval in accordance with the City's Tree Ordinance.

5. All proposed mechanical equipment, including but not limited to roof-mounted equipment, shall be fully screened from public view and not visible from the public right-of-way in accordance with the requirements in the City's Development Code. Screening materials shall be architecturally integrated with the building design and will be reviewed and approved during building plan check.

6. All exterior lighting shall be designed to prevent glare, light trespass, and spillover onto adjacent properties. Lighting fixtures shall be shielded and directed downward. Lighting plans shall be subject to review and approval by the Planning Division during building plan check.

7. All exterior signage shall comply with the City's Development Code. A separate sign permit shall be required for any proposed signage.

8. All screen walls, fences, and gates shall be constructed in accordance with the approved plans and shall comply with the maximum height and design standards of the Arcadia Development Code. Any modification to materials, height, or location shall require review and approval by the Planning Division.

9. The Applicant/Property Owner shall comply with all applicable provisions of the State Density Bonus Law (Government Code Section 65915), including maintaining the required number, type, and affordability levels of restricted units for the duration required by law. Prior to the issuance of any building permits, the Applicant shall enter into a Density Bonus and Affordable Housing Agreement with the City, which shall be recorded against the property to ensure long-term compliance.

10. Ongoing maintenance of all buildings, landscaping, open spaces, fences, walls, and on-site amenities shall be the responsibility of property management in accordance with the recorded Covenants, Conditions & Restrictions (CC&Rs). The CC&Rs shall include provisions requiring regular maintenance consistent with the approved plans and City standards. Failure to maintain the property as required may result in enforcement action by the City.

11. The Applicant/Property Owner shall install and maintain wayfinding and directional signage within the site for vehicles and pedestrians, including clear markings for visitor parking, loading zones, and EV charging spaces, subject to review during building plan check.

12. Prior to the issuance of a Certificate of Occupancy, the Applicant/Property Owner shall install clear and visible on-site signage directing visitors to the on-site parking garage and advising residents and guests of the City's existing overnight parking restrictions.

13. The Applicant/Property Owner shall implement best management practices (BMPs) for stormwater management during construction and operation, consistent with City and Regional Water Quality Control Board requirements.

14. The Final Tract Map must be recorded prior to the issuance of any building or foundation permits for the mixed-use development. The map shall include all required dedications and easements along Santa Anita Avenue and Rolyn Place to the satisfaction of the City Engineer.

15. The Applicant/Property Owner shall pay its fair share contribution toward any infrastructure upgrades required to serve the project, including but not limited to the sewer line upsizing project on Santa Anita Avenue. The scope of required improvements and the Applicant's proportional share shall be determined by the Public Works Services Department during plan check. No building permits shall be issued until the required contribution has been determined by Public Works Services Director.

16. The Property Owner/Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board for a General Construction NPDES Permit, due to the proposed project exceeding one acre of disturbed land. The NOI must include items such as the preparation of a Stormwater Pollution Prevention Plan, applicable fees, and other required documentation. The City will not approve any grading plans until a Waste Discharger Identification number has been issued by the State.

17. The Applicant/Property Owner shall submit a haul route map and staging plan to Planning Services for review and approval prior to issuance of a grading permit.

18. All above ground utilities serving the site shall be removed, including all utility poles along property boundaries, and all new utility services shall be placed underground.

19. At the time of plan submittal to Building Services for plan check, the final site plan shall show the location of the backflow prevention device and any transformer. Appropriate screening may be required, depending on the location of these utilities.

20. Prior to issuance of a building permit, the Applicant/Property Owner shall coordinate with Metro and take all necessary measures to ensure the construction shall not disrupt the operation and maintenance activities of the Metro A line or the structural and systems integrity of Metro's light rail infrastructure.

Building

21. 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

Fire Department

22. Prior to issuance of a Certificate of Occupancy by the Building Division, the building shall have the following fire and life safety systems fully installed,

tested, and approved. Each system shall require a separate permit from the Fire Department and is subject to review and approval by the Fire Marshal:

a. Automatic fire sprinkler system
b. Fire alarm system
c. Emergency responder radio coverage system
d. Two-way communication system

23. Prior to issuance of a Certificate of Occupancy by the Building Division, Class I standpipes shall be installed within all stairwells and shall extend to the roof level, subject to review and approval by the Fire Department in accordance with applicable fire and building codes.

24. New public and private fire hydrants shall be installed as shown on the approved site plan that is submitted to the Building Division for plan-check. All hydrant locations and specifications shall comply with applicable fire code requirements. Final placement and installation details shall be verified during plan check and prior to issuance of a Certificate of Occupancy by the Building Division. The hydrants shall be located at:

a. Three (3) public hydrants on Rolyn Place
b. One (1) public hydrant on Santa Anita Avenue
c. Two (2) private hydrants on the north access road

25. All exit stairwells that do not discharge directly to the exterior shall be provided with a protected exterior access route leading to an access road at grade, in compliance with applicable fire and building code requirements. Final design shall be subject to review and approval by the Fire Department during plan check.

26. Knox boxes shall be installed at the main building entrance and at all exterior stairwell entrances. Knox switches shall be provided for any automatic vehicular gates.

27. Standby power shall be provided for a minimum of one elevator in each elevator bank.

28. A minimum of one (1) Emergency Medical Services (EMS) elevator shall be provided at each elevator bank, in compliance with applicable Fire Codes.

29. A minimum fire flow of 2,000 gallons per minute (gpm) at 20 pounds per square inch (psi) residual pressure shall be provided, in accordance with applicable fire code standards. Verification of fire flow capacity shall be required prior to issuance of building permits.

30. Prior to issuance of a Certificate of Occupancy by the Building Division, the Applicant/Property Owner shall pay a fair-share contribution toward the City's traffic mitigation system for all areas impacted by the Project. The amount and scope of the contribution shall be based on the findings of an approved traffic study.

Engineering

31. A. Prior to recordation of the Final Map, the Applicant/Property Owner shall enter into an Offsite Improvement Agreement with the City and provide the required cost estimate and improvement bonds, subject to the City Engineer's approval

    -or

    B. Prior to Certificate of Occupancy by the Building Division, the Applicant/Property Owner shall remove and replace existing curb and gutter and sidewalk along the property frontages on Santa Anita Avenue and Rolyn Place, subject to the City Engineer approval

32. Prior to recordation of the Final Tract Map, the Applicant/Property Owner shall also dedicate the necessary right-of-way along Santa Anita Avenue to establish a consistent 10-foot (10') width from the north to the south property line. Additionally, a five-foot (5') dedication shall be provided along the Rolyn Place frontage to achieve a 10-foot (10') right-of-way width from the north to the south property line, as approved by the City Engineer. These dedications shall be depicted on the Final Tract Map prior to approval by the City Council.

33. Prior to Certificate of Occupancy by the Building Division, the path of travel around the tree on Rolyn Place shall be removed and reconstructed to ensure ADA compliance and safe pedestrian circulation. Existing Easement on Rolyn Place for public sidewalk purposes shall be reconfigured to include the path of travel around the tree and may be depicted on the Final Tract Map prior to approval by the City Council. Alternatively, the easement may be shown per separate documents (Legal Description and Plat Map) submitted to the City Engineer for review and approval

34. Prior to Certificate of Occupancy by the Building Division, all existing driveway approaches shall be removed and reconstructed per City Standard 801-1. Each approach shall include ADA compliant sidewalk access and transitions. In addition, a two-foot (2') wide easement shall be provided at each driveway approach for public sidewalk purposes and may be depicted on the Final Tract Map prior to approval by the City Council. Alternatively, the easements may be shown per separate documents (Legal Description and Plat Map) submitted to the City Engineer for review and approval.

35. The Applicant/Property Owner shall prepare a Low Impact Development (LID) Plan in compliance with the Los Angeles County Department of Public Works 2014 LID Standard Manual. All selected LID measures shall be incorporated into the grading and drainage plans, subject to review and approval by the City Engineer prior to issuance of any grading or building permits.

36. At the time of building plan-check submittal, the Project shall include a Stormwater Pollution Prevention Plan (SWPPP) prepared in accordance with all applicable City and regional requirements. A copy of the SWPPP, including the Waste Discharge Identification Number (WDID#), shall be submitted to the City's Engineering Division prior to building permit issuance.

37. At the time of building plan-check submittal, a grading and drainage plan, erosion control plan, and hydrology report shall be submitted for review and approval to the City's Engineering Division. The plans and report shall demonstrate compliance with all applicable City grading, drainage and stormwater management standards.

38. At the time of building plan-check submittal, a soils and geotechnical report shall be prepared and submitted for review and approval by the City's Engineering Division. Approval of the report is required prior to the start of any construction to ensure safe and stable site development.

39. The Applicant shall be responsible for repairing all asphalt street frontages from property line to property line for any damage caused by development activities, including but not limited to trench cuts and construction traffic, per the direction of the City Engineer.

Public Works Services

40. The development shall connect to the existing 30-inch welded steel water main with 51 psi static pressure located on the east side of Santa Anita Avenue, and the existing 8-inch cast iron water main with 51 psi static pressure located on Rolyn Place. Both mains may be used to serve domestic water and/or fire protection needs. Due to the static pressure and the proposed building height, the need for a booster pump system shall be evaluated during building plan check. If required, the booster system shall be designed and installed to the satisfaction of the City Engineer and Fire Department.

41. At the time of building plan-check submittal, the Applicant/Property Owner shall provide water demand calculations, prepared by a licensed Civil or Mechanical Engineer, demonstrating the maximum domestic and fire flow demands to verify the appropriate water service size for the Project.

42. The Applicant/Property Owner shall provide separate water services and meters for each individual structure, including dedicated water services for residential, commercial, and irrigation uses as applicable.

43. Domestic water service for residential developments shall be provided by common master meter equipped with an approved reduced pressure backflow device for meter services protection.

44. A separate landscape meter is required for landscape irrigation in common areas. The backflow preventer shall be Reduce Pressure Backflow Assembly as approved by the Public Works Services Department prior to issuance of a building permit.

45. Fire protection requirements shall be stipulated by the Arcadia Fire Department and shall be confirmed to Arcadia Standard Plan. A separate fire service with Double Check Detector Assembly (DCDA) shall be installed for fire service required.

46. A Water Meter Permit Application shall be submitted to the Public Works Services Department prior to final plan check approval.

47. The Applicant/Property Owner shall provide new water services installations. Installation shall be according to the specifications of the Public Works Services Department, Engineering Section. Abandonment of the existing water services, if necessary shall be by the Applicant/Property Owner, according to the Public Works Services Department, Engineering Section specification.

48. Trash/recycling bins shall be configured to provide easy access for trash collection services. There should be a minimum of one foot (1') of foot clearance around the trash bins/recycling bins and all bins/carts shall meet the specifications of the Public Works Services Department. At a minimum, trash enclosure areas should accommodate three containers: a 3-yard bin for trash, 3-yard bin for recycling, and 69/96 gallon sized carts for organics recycling. The roof clearance for the trash enclosure must be at least 10 feet high.

Cultural Resources

49. The Applicant/Property Owner shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation, prior to commencement of any ground-disturbing activities (i.e., both on-site and any off-site locations that are included in the Project description/definition and/or required in connection with the Project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

    A copy of the monitoring agreement executed with Gabrieleño Band of Mission Indians – Kizh Nation shall be submitted to the City's Planning Division prior to commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

50. The Gabrieleño Band of Mission Indians – Kizh Nation shall conduct monitoring during ground-disturbing activities and complete daily monitoring logs. These logs will document relevant construction activities, locations of disturbance, soil types, cultural materials, and any other information of significance to the Tribe. The logs will specifically identify and describe any discovered Tribal Cultural Resources (TCRs), including Native American cultural and historical artifacts, remains, places of significance, as well as any ancestral human remains and associated burial goods. Copies of the monitoring logs will be made available to the Applicant/Property Owner or the City upon written request to the Tribe.

51. On-site tribal monitoring shall conclude upon the later of the following: (1) written confirmation from the Applicant/Property Owner or the City to the Gabrieleño Band of Mission Indians - Kizh Nation that all ground-disturbing activities and related phases at the Project site are complete; or (2) written notification from the Gabrieleño Band of Mission Indians - Kizh Nation to the Applicant/Property Owner or the City confirming that no future planned construction activities or development phases at the Project site have the potential to impact Kizh Tribal Cultural Resources (TCRs).

52. Upon discovery of any Tribal Cultural Resources (TCRs), all construction activities within at least a 50-foot radius of the find shall cease immediately and shall not resume until the Gabrieleño Band of Mission Indians – Kizh Nation monitor and/or Kizh's archaeologist has fully assessed the resource. The Tribe shall recover and retain all discovered TCRs in the manner and for the purposes it deems appropriate, including educational, cultural, and historic uses, at its sole discretion.

53. In the event human remains or associated funerary objects are encountered during any ground-disturbing activities:

    a. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, also referred to as grave goods under Public Resources Code Section 5097.98, shall be treated according to the same statute.

b. If Native American human remains and/or grave goods are discovered or recognized on the Project site, then all ground-disturbing in the vicinity of the discovery shall cease immediately. Pursuant to Health and Safety Code Section 7050.5, the discovery shall be reported to the Los Angeles County Coroner. No further work shall occur in that area until the Coroner has made a determination regarding the nature of the remains. If the Coroner determines or has reason to believe the remains are those of a Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the procedures outlined in PRC § 5097.98 shall be followed.

c. All human remains and grave or burial goods shall be treated alike in accordance with California Public Resources Code section 5097.98(d)(1) and (2).

d. Construction activities may resume in other areas of the Project site at a minimum of 200 feet away from the discovery if, in the sole discretion of the Gabrieleño Band of Mission Indians – Kizh Nation, it is determined that resuming such activities at that distance is appropriate. The Kizh Nation shall provide any measures it deems necessary to the Applicant/Property Owner and the City prior to resumption of work.

e. Preservation in place (i.e., avoidance) is the preferred method of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials (e.g. Natural History Museum of Los Angeles County or the Fowler Museum) provided such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

f. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

54. If, in accordance with Public Resources Code § 5097.98 and all applicable regulatory procedures, the Gabrieleño Band of Mission Indians – Kizh Nation

is identified by the Native American Heritage Commission (NAHC) as the Most Likely Descendant (MLD) for any discovered Native American human remains or associated funerary objects on the Project site, the following requirements shall apply:

a. If the Gabrieleño Band of Mission Indians – Kizh Nation is identified as the Most Likely Descendant (MLD), the Tribe's Koo-nas-gna Burial Policy shall be implemented. For the Tribe, the term "human remains" encompasses more than skeletal material and includes associated cultural and ceremonial elements. Tribal traditions may include, but are not limited to, preparation of the soil for burial, the inclusion of funerary objects, and the ceremonial burning of remains. All treatment of human remains and associated items shall be carried out in accordance with the Tribe's customs and practices, and in consultation with the MLD.

b. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery, and a separate treatment plan shall be created.

c. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

d. If discovered human remains cannot be fully documented and recovered on the same day, the remains shall be respectfully covered with muslin cloth and protected with a steel plate capable of being moved by heavy equipment, placed over the excavation area. If a steel plate is not available, a 24-hour security guard shall be posted to protect the site outside of working hours. The Gabrieleño Band of Mission Indians – Kizh Nation, as the Most Likely Descendant (MLD), shall make

every effort to recommend Project design modifications to allow the remains to be preserved in situ. If project diversion is not feasible, and upon consultation with the MLD, removal of the remains may proceed in accordance with applicable laws and Tribal protocols.

e. In the event preservation in place is not feasible despite good faith efforts by the Applicant/Property Owner, no ground-disturbing activities shall resume until the property owner, in consultation with the Most Likely Descendant (MLD), has arranged for a designated reburial location within the Project site footprint. This location shall be used for the respectful reinterment of any human remains and/or ceremonial objects, consistent with the cultural protocols of the Gabrieleño Band of Mission Indians – Kizh Nation.

f. If human remains or associated funerary objects are discovered, each occurrence shall be respectfully stored in opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be relocated to a secure on-site container, if feasible. These items shall be reburied within six (6) months of recovery, at a location on the Project site mutually agreed upon by the Tribe and the Applicant/Property Owner. The reburial site shall be protected in perpetuity and not subject to future disturbance. No public disclosure or publicity regarding the discovery or nature of these cultural materials shall occur.

g. In the event data recovery is necessary, the Gabrieleño Band of Mission Indians – Kizh Nation shall work in close coordination with a qualified archaeologist to ensure all excavation activities are conducted carefully, ethically, and respectfully. If the Tribe approves data recovery, all associated documentation, at a minimum including detailed descriptive notes and sketches shall be reviewed and approved in advance by the Tribe. Upon completion of any approved data recovery, a final report shall be submitted to both the Tribe and the Native American Heritage Commission (NAHC). The Tribe does not authorize any scientific study or the use of invasive and/or destructive diagnostics on human remains under any circumstances.

General Conditions

55. 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 to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, and Public Works Services Director. Any changes to the existing facility may be subject to having fully detailed plans submitted for plan check review and approval by the aforementioned City officials and employees and may subject to separate building permits.

56. To the maximum extent permitted by law, the Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with MUP 23-10, TTM 23-04, ADR 23-12, COD 23-32 and TRH 25-13 ("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 promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs

and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, 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 City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. 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 that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, at the request of the Applicant or not.

57. Approval of MUP 23-10, TTM 23-04, ADR 23-12, COD 23-32 and TRH 25-13 shall not be in effect unless the Applicant and Property Owner have executed and filed the Acceptance Form with the City on or before 30 calendar days after the City Council 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.

Attachment No. 2

Draft Planning Commission Minutes and Staff Report, dated October 25, 2025 with **no** attachments

ARCADIA PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, OCTOBER 28, 2025

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

ROLL CALL

PRESENT: Chair Tallerico, Vice Chair Tsoi, Commissioners Arvizu, Hui (arrived at 7:02 p.m.), and Wilander

ABSENT: None

SUPPLEMENTAL INFORMATION FROM STAFF REGARDING AGENDA ITEMS

Deputy Director Lisa Flores reported that two letters were received regarding item no. 1. The first was from Lozeau Drury LLP and the second was from California Housing Defense Fun ("CalHDF").

PUBLIC COMMENTS (5 minute time limit per person)

Thomas Li asked if his item (item no. 2 on the agenda) can be moved up before item no. 1 for consideration because item no. 1 will take a while.

Ms. Flores informed the Commissioners that the Alexan Arroyo Mixed-Use Project had already been scheduled for tonight's meeting before Mr. Li filed his appeal. She also noted that the project is subject to a shot clock under AB 130. Additionally, staff informed Mr. Li of the situation and offered him the option to be first on the next Planning Commission agenda or second on tonight's. He chose to remain second, so the agenda should remain as-is. The Chair agreed.

PUBLIC HEARING

Resolution No. 2177 – A recommendation that the City Council approve the Alexan Arroyo Mixed-Use Development with a density bonus, comprising 359 residential units, including 35 very low affordable units and nine (9) live/work units at 325 N. Santa Anita Avenue
CEQA: Categorically and Statutorily Exemptions
Recommendation: Adopt

Applicant: Arcadia Apartments, LLC

DRAFT

MOTION - PUBLIC HEARING

Chair Tallerico introduced the item and Building Official Ken Fields and Senior Planner Melissa Chipres presented the staff report.

Commissioner Arvizu inquired about parking and asked whether the project includes more than the 180 parking spaces required by Code.

Ms. Chipres confirmed yes, 450 parking spaces were proposed.

Commissioner Arvizu asked how many parking spaces there are on each level of the parking structure.

Ms. Chipres stated that there will be 85 spaces on level one, 91 on level two, and 85 spaces on level three.

Commissioner Arvizu asked how the height is calculated.

Mr. Fields explained that, according to the California Building Code, the height does not exceed 85 feet. Ms. Chipres added that, under the Development Code, height is measured from the average existing grade to the top of the structure.

Vice Chair Tsoi asked what the minimum requirement is for common open space.

Ms. Chipres stated that the requirement is to provide 100 square feet of open space per unit, resulting in a minimum of 35,900 square feet. The proposal exceeds this requirement, offering over 40,000 square feet, consisting of both shared common areas and private open spaces.

Commissioner Hui asked what the average square footage of each unit is.

Ms. Chipres stated that the average size for the units will range between 548 to 1,200 square feet. The live/work units will be about 1,028 square feet.

Commissioner Wilander asked for clarification about the waiver for the maximum height of the development.

Ms. Flores and Assistant City Attorney Martz clarified that there are two different height related issues. The first concerns the maximum height allowed under AB 130 (referencing the letter from Lozeau Drury LLP), and the second involves the waiver under the density bonus provisions to exceed the maximum height.

DRAFT

Commissioner Arvizu asked about the Lozeau Drury LLP letter regarding AB 130. He asked for confirmation that required labor wages based on height of the building was incorrect.

Mr. Martz explained that there was a miscalculation of the height of the building which would have met the requirement for AB 130, however the height was incorrect, and AB 130 does not apply.

Commissioner Hui asked for more explanation about density bonus and the waivers/concessions being requested.

Mr. Martz explained that density bonus allows a developer to deviate from the Development Code if affordable units are provided. In this case, the concessions include exceeding maximum height standards and making all the affordable units studio apartments.

Vice Chair Tsoi said he was under the understanding that under density bonus the affordable units had to be reasonable dispersed throughout the development.

Ms. Flores clarified that the developer may request to build all the affordable units as one type as a concession but deferred to the Applicant of how the affordable units will be dispersed within the building.

Commissioner Wilander requested additional information regarding the number of parking spaces required based on the demand analysis and the number proposed.

Ms. Flores explained that a parking-demand study was conducted, and the results showed that the demand exceeded the minimum parking standards. As a result of this study the proposed number of parking spaces will satisfy both the minimum requirement and the demand.

Commissioner Arvizu asked for clarification about the location and scale of the dog park as indicated on page 14 of the agenda packet.

Ms. Chipres explained that the dog park will be located on the north-west corner of the development, but it was split up on the plans so that it can fit.

Vice Chair Tsoi asked about the setback requirements.

Ms. Chipres stated that there are no setback requirements in the Downtown Mixed Use zone, however the Developer is providing a range of setbacks throughout the property.

Vice Chair Tsoi stated that some of the setbacks around the property appear very close to the property line and asked if there will be a street dedication on Santa Anita Avenue to align the development with the street.

DRAFT

Ms. Flores confirmed there will be a street dedication on both sides of the street - Santa Anita Avenue and Rolyn Place to provide a 10-foot sidewalk along each frontage.

Commissioner Hui asked if a traffic study had been conducted to consider all the new developments on the Santa Anita Avenue and Huntington Drive corridors.

City Engineer Kevin Merrill confirmed that a traffic study was conducted considering all projects, and the results indicated that no additional improvements would be required.

Ms. Flores added that this Project is considered a transit-oriented development, as the property lies within a half-mile radius of the transit station.

Ms. Hui expressed concerns about traffic during peak hours.

Ms. Flores responded that a traffic study was conducted analyzing both commercial and residential peak-hour conditions. The study concluded that the project will not impact the nearby intersections, and the street network has sufficient capacity to accommodate the projected traffic from this development and all the other ones that are either under construction or approved.

Chair Tallerico asked who provided the traffic analysis.

Ms. Flores stated that one of our environmental firms completed the analysis, which was reviewed by Staff to ensure we agreed with the conclusion.

Commissioner Arvizu asked whether any traffic study had later been determined to contain inaccuracies.

Ms. Flores stated that she is not aware of it. She stated that traffic studies always analyze the worst-case scenario for that reason.

The public hearing was opened.

The Applicant, Reece Pettersen, introduced himself as the Developer of the project and before his presentation addressed the Commissioner's questions and clarified their concerns about parking, height of the building, the square footage of the units, the size of the dog park, and setbacks.

Vice Chair Tsoi asked if the fire lane, which is also labeled as a dry creek on the landscaping plans, would serve as open space for residents.

DRAFT

Mr. Pettersen confirmed that it would, explaining that the area will be landscaped to allow residents to use it as functional open space.

Commissioner Arvizu referenced the subterranean parking of the sister project, Alexan Azalea, and asked why parking for the Alexan Arroyo was not planned underground. He suggested incorporating two levels of subterranean parking and one level of above-ground to reduce the overall height and scale of the project.

Mr. Pettersen pointed out that the Alexan Azalea is a smaller site and the only option for parking was subterranean to meet parking requirements and to replace all the existing parking spaces for the adjacent buildings.

Commissioner Arvizu asked what the setback was between the building and the wall of the metro line.

Mr. Pettersen stated that the setback will be between 20 and 30 feet.

Commissioner Hui asked what type of tenants they had in mind for the commercial units.

Mr. Pettersen said the live/work units are to encourage small businesses ranging from retail and a variety of professional firms. He added that the commercial units will have access to the parking lot to promote direct access to the public.

Commissioner Hui asked if this project is within District One.

Ms. Flores clarified that it is within District Two.

Commissioner Wilander asked if the first floor of units would be facing the wall of the metro line should subterranean parking be constructed.

Mr. Pettersen confirmed that would be the case.

Commissioner Hui asked if a sound wall will be built to screen the noise of the 210 freeway/metro line.

Mr. Pettersen stated that they will not be making improvements to infrastructure outside of the development and instead will focus on soundproof windows.

Stephan Parise, a resident on San Miguel Drive in the neighborhood west of the project, spoke in opposition, citing concerns about impacts to his privacy and increased traffic congestion on the main streets surrounding his neighborhood. He also provided the Commission with an email of those concerns which he had previously sent to Staff during environmental review process back in September of 2024.

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Derek Michaelis, a resident on San Miguel Drive, spoke in opposition to the project expressing concerns about impacts to his privacy, the loss of mountain views, property value loss, and traffic congestion in the general area.

Karen Wong, a resident on San Miguel Drive, spoke in opposition to the project. She expressed concerns about traffic, impacts on her privacy and mountain views, and the increase in street parking in the general area.

Sally Youssef, a resident on San Miguel Drive, spoke in opposition to the project and expressed support for the concerns by her neighbors.

Alyse Michaelis, a resident on San Miguel Drive, spoke in opposition to the project and expressed concerns about the impacts to traffic in the general area. She stated that she is concerned with the elevated dog park overlooking her backyard and the impact that it will have on the privacy of her family.

Mr. Pettersen responded to the residents' concerns, noting that their input had been carefully considered through neighborhood outreach meetings. He emphasized that the project team is committed to delivering a high-quality development designed to minimize local impacts. Mr. Pettersen also clarified that the dog park will be located at the end of the property on Rolyn Place, at grade level, with appropriate setbacks from the San Miguel neighborhood.

Commissioner Wilander asked if mountain views will be affected.

Mr. Pettersen stated that they mitigated the impacts by reducing the building's height and conducting a shade analysis, projecting the building's shadow from the public right-of-way on San Miguel Drive.

Commissioner Wilander made a motion to close the public hearing.

Vice Chair Tsoi seconded the motion.

Without objection, the motion was approved.

DISCUSSION

Commissioner Arvizu thanked the speakers for their public comments. Commissioner Arvizu said he understands that they must agree with the findings made by Staff but asked if he can refer to other General Plan policies not included in the Staff Report to make his own determination.

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Mr. Martz said yes.

Ms. Flores reminded him that, because the project is proposing a density bonus, the required findings related to building height must be made if the project meets the applicable requirements, and the project cannot be denied on that basis.

Commissioner Arvizu stated that he understands, but the decision not to include subterranean parking was a financial one and is unrelated to the number of units being provided. He further stated that he could not make the findings for Policy LU - 4.2, as he agrees with the residents who feel the project will not enhance their neighborhood. Additionally, he cannot make finding Policy LU-4.1 because the project's scale and mass are not consistent with the surrounding neighborhood's existing structures.

Commissioner Wilander agreed that adequate parking is important for residents; however, she suggested that some of the excess outdoor space could be better utilized. For example, expanding the building outward rather than upward, which would help reduce its overall height.

Mr. Martz reiterated that State law does not allow suggestions to change the design that can affect the density and number of units. Unless a health and safety issue is identified, the project must be approved as proposed.

Commissioner Arvizu asked if they can recommend denial if they do not agree with the findings.

Mr. Martz confirmed, yes. However, they need to make specific findings to recommend denial. In this case, State law does not provide a lot of room for denial.

Chair Tallerico agreed with Commissioner Arvizu and cannot make Finding No. 2 however, after reading the materials, he understands that they cannot deny the project because of the density bonus.

Commissioner Arvizu clarified that he is not suggesting a reduction in density. He stated that the project could accommodate the same number of units while reducing its height and mass by incorporating subterranean parking.

Vice Chair Tsoi said his interpretation of the law is that when affordable housing is proposed they are rented below market-rate and at a loss to the developer therefore the density bonus allows you to offset how much is lost. In this case, the Developer is asking for a waiver of the height to accommodate more units (including affordable) but the number of units can fit on less floors. He added that projects near public transportation in other cities have been in high demand with less or no parking, therefore, this project could propose less parking and still comply with the requirement.

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Ms. Flores advised the Commissioners that they should not reference General Plan policies not included in the Staff Report, as those policies are not applicable to the proposal. She noted that Staff made findings they believed were consistent with the goals and policies of the General Plan.

Commissioner Arvizu understood but noted that excluding policies for which findings cannot be met gives the impression that the project is fine.

Ms. Flores said she understood his point but noted that a recommendation for denial could be supported by referring to another relevant General Plan policy, provided that such action reflects the Commission's intent.

Ms. Flores suggested opening the public hearing so that the Applicant can respond.

Commissioner Hui motioned to reopen the public hearing.

Vice Chair Tsoi seconded the motion.

Without objection, the motion was approved.

Chris Burt introduced himself as the land use attorney speaking on behalf of the Applicant. Mr. Burt provided some background and context on Density Bonus Law and the Housing Accountability Act. He clarified that there are no financial criteria associated with the waiver of development standard. If a project is a density bonus project and is entitled to waivers and the City must grant the waiver so as to not prohibit the project to be approved as proposed. If the project is consistent with the City's objective standards a project can only be denied if the City can find a specific adverse impact on the public's health and safety.

Vice Chair Tsoi asked if the project can be built in 80 feet instead of the proposed 90 feet.

Mr. Burt reiterated that suggested changes to the design cannot be made to those which would impact or eliminate the waiver that is being requested, in this case the height.

Vice Chair Tsoi said that there is an impact to public health and safety that was brought up by the neighbors.

Mr. Burt said that an impact to public health and safety must be defined based on a written objective standard as outlined by State law.

Mr. Martz stated the health and safety concerns of the neighbors were speculative and that specific impacts had not been presented and it was not a valid point to deny the project.

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Commissioner Arvizu asked why the project was before the Planning Commission if their only option was to recommend approval.

Mr. Martz said he understands there are questions about the Planning Commission's role and there are still many things they do but their responsibilities have been reduced in terms of what they can deny or approve.

Commissioner Arvizu asked if it is legal for him to make a motion to recommend denial if he cannot make the findings to approve the project.

Mr. Martz said yes, he can make any motion but urged him to recommend approval.

Commissioner Hui asked for an example of what is considered a health and safety issue.

Mr. Martz stated that there must be specific health and safety impacts to justify certain actions, but none were found to be applicable to this project.

Resident Mr. Parise asked the Commission to consider his and his neighbors' concerns because the project would have an impact on them.

Resident Ms. Wong spoke for a second time and stated that noise and air pollution as a result of more development in the area would have an impact on their health and mental well-being.

Commissioner Arvizu motioned to close the public hearing.

Vice Chair Tsoi seconded the motion.

Without objection, the motion was approved.

MOTION

It was moved by Commissioner Wilander, seconded by Chair Tallerico to adopt Resolution No. 2177 approving recommendation that City Council approve the Alexan Arroyo Mixed-Use Development with a density bonus, comprising 359 residential units, including 35 very low affordable units and nine (9) live/work units at 325 N. Santa Anita Avenue in which the project is Categorically and Statutorily Exemptions.

Commissioner Arvizu, seconded by Vice Chair Tsoi made a subsequent motion to recommend denial of Resolution No. 2177 based on the fact that it does not meet the findings presented in the Staff Report specifically Policy LU - 4.2 which states that it encourages residential development that enhances the visual character, quality, and uniqueness of the City’s neighborhoods and districts and also does not meet the standards

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of Policy LU - 4.1 which requires new multi-family residential development be visually and functionally integrated in consistency in scale, mass, and character with structures in the surrounding neighborhood.

ROLL CALL

AYES:	Tsoi, Arvizu, and Hui
NOES:	Tallerico and Wilander
ABSENT:	None

DRAFT

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: October 28, 2025

TO: Honorable Chairperson and Planning Commission

FROM: Lisa L. Flores, Deputy Development Services Director
By: Melissa Chipres, Senior Planner
Ken Fields, Building Official

SUBJECT: RESOLUTION NO. 2177 – A RECOMMENDATION THAT THE CITY COUNCIL APPROVE THE ALEXAN ARROYO MIXED-USE DEVELOPMENT WITH A DENSITY BONUS, COMPRISING 359 RESIDENTIAL UNITS, INCLUDING 35 VERY LOW AFFORDABLE UNITS AND NINE (9) LIVE/WORK UNITS AT 325 N. SANTA ANITA AVENUE
CEQA: Categorically and Statutorily Exemptions
Recommendation: Adopt

SUMMARY

The Applicant, Arcadia Apartments, LLC, on behalf of the property owner, Positive Investments, Inc., is requesting approval of Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, Certificate of Demolition No. COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13 to allow the construction of a new mixed-use development at 325 North Santa Anita Avenue and the surrounding parcels (collectively, the "Project"). The proposed Project, known as Alexan Arroyo, includes a density bonus and would consist of a seven to eight story mixed-use building with 359 residential units, including 35 affordable units, and nine (9) live/work units.

The proposed development is consistent with the City's General Plan, Development Code, Subdivision Map Act, and the California Density Bonus Law. It is recommended that the Planning Commission adopt Resolution No. 2177 (refer to Attachment No. 1) recommending that the City Council find the Tentative Tract Map is Categorically Exempt from CEQA pursuant to Section 15332 (Class 32 – Infill Development), the

mixed-use development Statutorily Exempt under Assembly Bill 130 (AB 130), and approve the Project, subject to the conditions of approval.

BACKGROUND

The Alexan Arroyo project site consists of six developed parcels totaling approximately 3.08 acres. The site is located along the west side of North Santa Anita Avenue and east side of Rolyn Place north of West Saint Joseph Street and south of the Metro A Line rail (see Figure 1 for an aerial of the site). The parcels and corresponding Assessor's Parcel Numbers (APNs) are:

- 420 Rolyn Place — APN 5775-022-028
- 414 Rolyn Place — APN 5775-022-029
- 333 N. Santa Anita Avenue — APN 5775-022-046
- 400 Rolyn Place — APN 5775-022-047
- 325 N. Santa Anita Avenue — APN 5775-022-048
- 325 N. Santa Anita Avenue — APN 5775-022-049

The site is currently developed with three Arroyo Pacific Academy school buildings and three light industrial buildings, all of which are surrounded by surface parking. The property is located within Downtown Arcadia and is bordered by a mix of commercial, residential, and light industrial uses. To the north, the site abuts the Metro A Line rail corridor, Fasching's Car Wash, and multi-family residential. To the east, across Santa Anita Avenue, are the Metro A Line overpass and A&A Building Material. To the south, the site is adjacent to the Arcadia Animal Hospital, and across Rolyn Place to the west are light industrial and commercial uses, including Fitness Factor and Relton Corporation. To the west are industrial and the school district yard, and further west are single-family homes.

In February 2024, the City Council adopted Ordinance No. 2399 as part of the City's 6th Cycle Housing Element implementation program. This ordinance included the rezoning of commercial areas throughout the City to support expanded housing opportunities. As part of these efforts, the subject site was also rezoned from Commercial Manufacturing (C-M) and the Arroyo Pacific Specific Plan to Downtown Mixed Use (DMU). These actions expanded the boundaries of the DMU zone, allowing residential and mixed-use development consistent with state housing law and the City's adopted Housing Element. This designation supports mixed-use, straight

residential uses, or commercial uses with a maximum commercial Floor Area Ratio (FAR) of 1.0 and residential density of 80 dwelling units per acre.

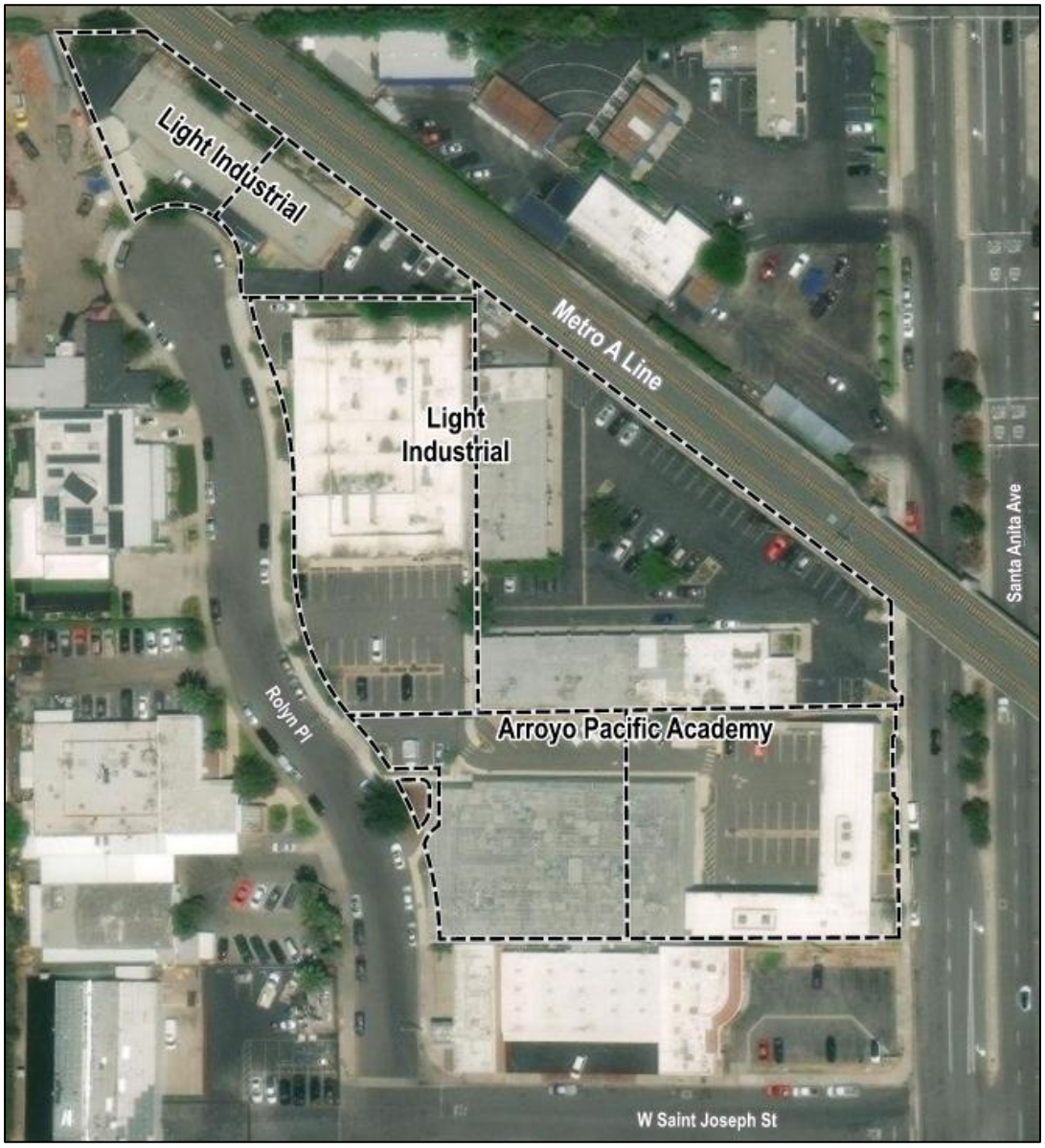


Figure No. 1 – Aerial of Subject Site

The six existing structures on site will be demolished to accommodate the Project. The Development Code requires a Certificate of Demolition (COD) be approved to demolish any structures over 50 years of age, which is the case for the three industrial buildings. An evaluation by an Architectural Historian concluded that the structures do not meet the criteria for recognition as historical resources and are

therefore not eligible for listing on the California Register or designation as local landmarks. The existing industrial buildings are not considered significant examples of any specific architectural style, nor are they associated with any notable historical events or figures.

PROPOSAL

The Project will introduce a new Contemporary-style mixed-use development featuring 359 rental residential units, including 35 affordable units for very low-income households and nine ground-floor live/work units along Rolyn Place to activate the street frontage. The development will feature two towers of varying heights, one at seven stories (See Figure No. 2 below) and the other to eight (See Figure 3). Each tower will include five levels of residential units situated above a three-story above-ground parking structure. At the end of the cul-de-sac, near the adjacent single-family neighborhood of Arcadia Gardens, the building steps down to seven stories, comprising four residential levels above the parking structure to better transition into the surrounding context.

Figure No. 2 – View from Southeast on Rolyn Pl.

Figure No. 3 - View looking Northwest on Santa Anita Ave.

The Project will include 454 parking spaces for residents, guests, including dedicated spaces for electric vehicle (EV) charging (see Figure 4- Site Plan). The Project provides 72 bicycle parking stalls on the ground level. Residential amenities will include landscaped courtyards, roof decks, an outdoor pool and spa, a dog park, and other recreational spaces. The ground floor frontage along North Santa Anita Avenue will feature the leasing office, residential lobby and lounge, and has been designed to look like a commercial space from the streetscape to enhance pedestrian engagement.

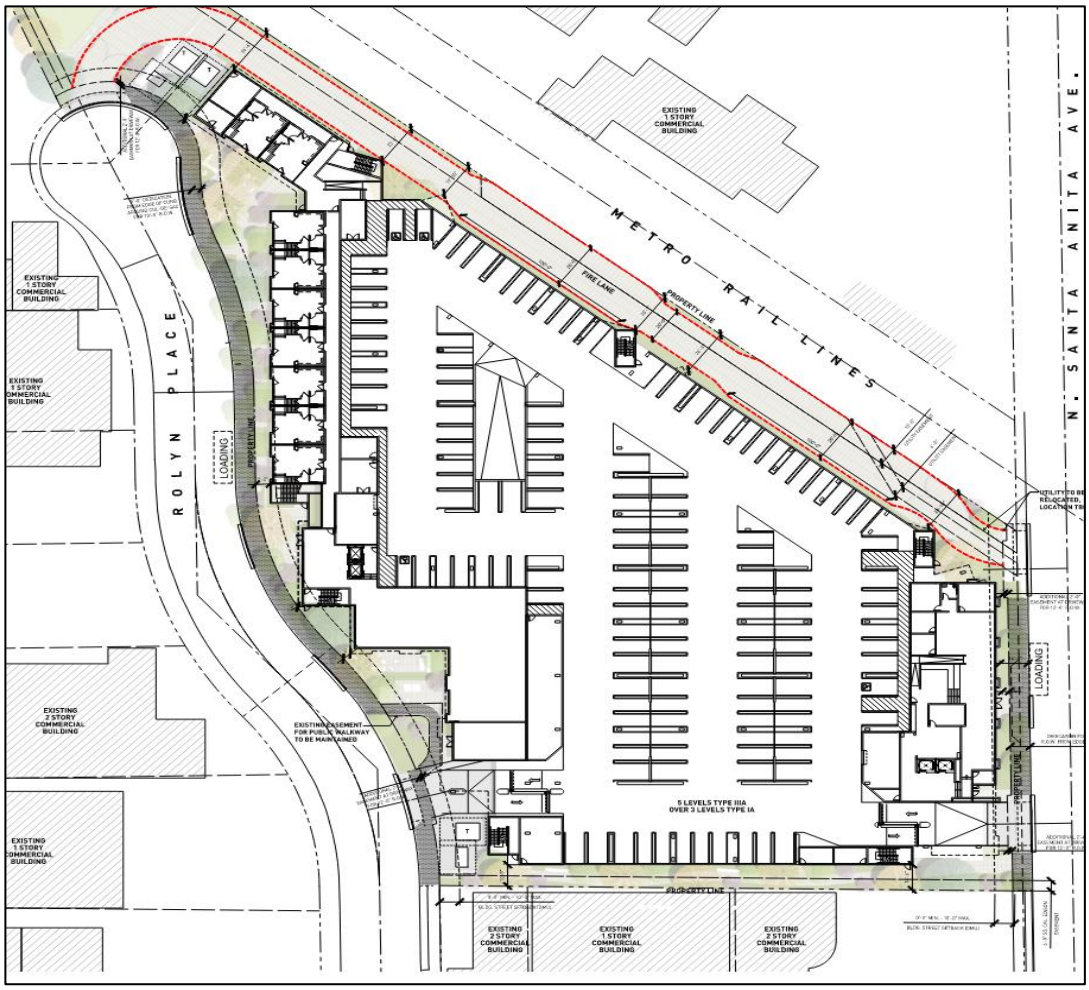


Figure No. 4 - Site Plan

The proposed residential units consist of 83 studio units, 199 one-bedroom units, and 68 two-bedroom units, for a total of 359 units. Unit sizes range from approximately 548 square feet for the studios, 650–900 square feet for the one-bedroom units, and up to 1,296 square feet for the two-bedroom units. This mix offers a range of housing options intended to serve a variety of household types.

As part of the Project, a Tentative Tract Map (Attachment No. 3) is proposed to consolidate the six existing parcels, totaling approximately 3.08 acres, into a single legal lot to accommodate the development. Also, the map includes right-of-way dedications along N. Santa Anita Avenue and Rolyn Place to provide a consistent 10-foot sidewalk along each frontage. Additionally, two-foot easements are included around all proposed driveway approaches to provide a 12-foot right-of-way to

maintain an accessible path-of-travel. No other easements are identified on the Project site.

An Arborist Report (Attachment No. 6) prepared by the applicant's sub-consultant evaluated thirty-two (32) existing trees across the site, documenting each tree's species, size, condition, and potential impacts from grading, building placement, and utility installation. Most trees were found to be ornamental or non-native species in fair to good condition. Two Coast Live Oaks were identified as protected under the City's Tree Preservation Ordinance. One of these trees (Tree No. 48), located along the northern portion of the site, conflicts with the alignment of the required 26-foot fire access lane and associated underground utilities, making preservation infeasible. The Certified Arborist concluded that excavation, pavement installation, and soil compaction within the root zone would result in the tree's decline and recommended its removal. The second protected Coast Live Oak, located near the northwest corner, is in healthy condition and will be retained and protected in place throughout construction.

To mitigate the removal of the protected oak, the Arborist recommends planting two (2) 24-inch-box Coast Live Oak trees. However, consistent with the City's Tree Preservation requirements and to better support long-term canopy restoration, the Project will instead be conditioned to plant two (2) 36-inch-box Coast Live Oak replacement trees.

The Project complies with the minimum open space requirement of 100 square feet per dwelling unit in the DMU zone, as set forth in Section 9102.05.030(E) of the Development Code. For 359 units, this equates to a minimum requirement of 35,900 square feet. The Project proposes a total of 40,150 square feet of open space, exceeding the minimum by approximately 4,250 square feet.

Amenities are distributed throughout the development and include a variety of outdoor and indoor spaces (see Figure 5 for an overview of open space). Most outdoor amenities are located on Level 4, featuring three landscaped courtyards with flexible turf panels, fire pits, gaming tables, lounge areas, an outdoor pool and spa, and cooking and dining areas.

Figure No. 5 - Open Space Overview

Additional outdoor spaces include two roof decks (on Levels 7 and 8) and a private fenced and gated dog park on the ground floor. Interior amenities include a fitness center, co-working space, pet spa (ground floor), speakeasy (Level 3), pool room (Level 4), and sky lounge (Level 8). These open space and amenity areas provide ample opportunities for passive and active recreation for residents.

The Project would include a three-level parking garage for residents and guests. Primary vehicle access to the parking garage would be via two gated ingress/egress driveways: one on Santa Anita Avenue and another on Rolyn Place. The Project would provide a total of 454 parking spaces, including standard, accessible standard, and accessible van spaces. The driveways and ground floor of the parking garage are illustrated on the Architectural Plans – refer to Attachment No. 4.

Public Outreach

To ensure community engagement and gather input on the Project, the Applicant conducted a formal public outreach effort. This included a City Council presentation in February 2023, two public meetings held on May 1, 2023 (virtual) and July 25, 2024 (in person at 333 N. Santa Anita Avenue #11), and a CEQA Scoping Meeting on August 29, 2024, at the Gilb Museum of Arcadia Heritage Education Center. For each meeting, the noticing radius was extended beyond the minimum 300 feet, including outreach to residents in the adjacent Arcadia Gardens neighborhood.

The Scoping Meeting was originally conducted in compliance with California Environmental Quality Act (CEQA) requirements because the Project was initially subject to the preparation of an Environmental Impact Report (EIR). However, following the enactment of Assembly Bill 130 (AB 130) that went into effect on June 30, 2025, and modified the CEQA applicability for certain qualifying projects, the Applicant elected to proceed under the new statutory provisions, and preparation of an EIR was no longer required.

Throughout the outreach process, some of the residents raised concerns primarily related to privacy, shadow impacts, and potential view obstruction associated with the Project's height and massing. In response, the Applicant revised the building design to reduce height along the western side by lowering the tower to seven (7) stories, creating a more gradual transition to the adjacent lower-density residential areas. Additional refinements included enhanced landscaping buffers at the podium and roof-deck levels and reorientation of select units toward the northwest to help redirect lines of sight away from neighboring single-family homes located west of the adjacent commercial buffer.

ANALYSIS

The Project site is located within the Downtown Mixed-Use (DMU) zone, which allows both mixed-use and, where affordable housing is provided, stand-alone residential development. This is consistent with the Land Use and Community Design Element of the General Plan and the applicable provisions of the Development Code. The proposed Project meets these criteria by incorporating affordable housing and providing nine live/work units, which count toward satisfying the non-residential area requirement in the DMU zone.

Architecture and Site Plan

The Alexan Arroyo is designed in a contemporary architectural style, featuring a neutral color palette of grays, tans, and off-whites. The building façade incorporates a variety of high-quality materials, including cement plaster, stone veneer, standing seam metal panels, metal trellises with integrated greenery, metal mesh balcony guardrails, dark bronze storefront systems with clear glazing, and dark bronze vinyl windows. A combination of horizontal and vertical articulation, along with material variation, breaks up the building massing and clearly differentiates the live/work units on the ground floor from the residential levels above, adding visual interest and enhancing the building's overall form.

At street level, the building activates the frontage along both Santa Anita Avenue and Rolyn Place with nine live/work units and primary residential lobby entrances. Landscaped and seating areas, and direct pedestrian connections to the public sidewalks reinforce the pedestrian realm and foster an active streetscape.

Levels two and three are dedicated to residential units, with step backs along key frontages to provide private terraces and soften the building’s profile. Level four features a central outdoor amenity deck with landscaped courtyards, artificial turf areas, lounge seating, and recreational amenities including a pool and spa (See Figure No. 6). Residential levels continue above, with the fifth through seventh (or eighth) stories incorporating additional step backs, rooftop terraces, and a sky lounge. These design strategies help reduce the perceived mass of the building while providing outdoor amenities and private open space for residents.

Figure No. 6 Courtyard 1 and Pool room

Durability and sustainability are also emphasized in the design. Natural ventilation, shaded terraces, and integrated planting elements contribute to energy efficiency, occupant comfort, and long-term environmental performance. These features encourage outdoor activity and social interaction while supporting the City's broader sustainability goals.

Overall, the Project's thoughtful massing, high-quality materials, and active street interface create a cohesive and well-integrated mixed-use development (See Figure No. 7). The design supports the vision for a more urban, walkable Downtown and aligns with the goals outlined in the City's General Plan and Design Guidelines.

Figure No. 7 Views looking West from the Metro Line

Density Bonus

The Applicant is requesting a Density Bonus under California Government Code Section 65915 (State Density Bonus Law) by reserving 14% of the base density for units affordable to very low-income households. This qualifies the Project for associated benefits, including two incentives/concessions and one waiver. While only one concession is being requested, the Project is entitled to a waiver to accommodate building heights that exceed local standards. This waiver is necessary to accommodate the density bonus and make the Project physically and financially feasible.

The requested concession is to allow all 35 affordable units to be designated as studios, deviating from the City's requirement under Development Code Section 9103.15.060.A that affordable units reflect the same bedroom mix as market-rate units. State Density Bonus Law allows Applicants to request such concessions and requires cities to grant them unless specific findings can be made that the concession would cause an adverse impact on public health or safety, the physical environment, or a historic resource that cannot be mitigated. As no such impacts are present, the City is obligated to approve this concession. This is not a discretionary action; the Planning Commission and City Council are required to approve the request under State law.

The Project also includes a request for a waiver of development standards to exceed the City's maximum building height limit of 60 feet. The proposed building height is 90 feet 8 inches at its tallest point. This waiver is necessary because compliance with the local height limit would preclude the Project from achieving the density allowed under State Density Bonus Law, including the affordable units and the associated development incentives.

Both the concession and the waiver are required to facilitate the inclusion of affordable housing under State law, and the City cannot deny them unless specific, significant adverse impacts are identified, none of which are applicable to this Project. These provisions ensure the Project can achieve its intended density while delivering on its affordable housing obligations in full compliance with California Density Bonus Law.

Parking

The Project proposes a comprehensive parking program to accommodate residents, visitors, and bicycle users. A total of 454 parking spaces will be provided within a three-level parking garage, accessed via two two-way drive aisles located on Rolyn Place and Santa Anita Avenue. A dedicated fire access lane runs along the Metro rail tracks. Residential parking areas will be gated to enhance security while maintaining convenient access to building entrances and pedestrian pathways. In addition, the Project provides 72 bicycle parking stalls on Level 1, which fully satisfies the City's requirement of 0.2 bicycle spaces per unit. No designated loading spaces are proposed or required by Code; operational needs such as move-ins and deliveries are anticipated to be managed through on-site property management using internal circulation and parking areas.

Under AB 2345, which amended the State Density Bonus Law (Government Code Section 65915) and went into effect on January 1, 2021, parking ratios were reduced for projects that include at least 11% of units for very low-income households, a threshold met by this proposal.

Pursuant to this law, the maximum number of parking spaces the City may require is 1.0 space per studio and one-bedroom unit, and 1.5 spaces per two- and three-bedroom unit, with no additional guest parking requirement. Applying these ratios, the project would require a total of 393 parking spaces. However, if the site is located within ½ mile of a major transit stop, which it is, the required parking is further

reduced to 0.5 spaces per unit. Applying this reduced ratio, the required parking for the Project would be 180 spaces. The Project proposes 454 parking spaces, which is 274 more than the minimum required.

A parking demand analysis was prepared using data from the Institute of Transportation Engineers (ITE) Parking Generation Manual. The analysis estimates a peak parking demand of 402 spaces on weekdays and 413 spaces on Saturdays, indicating that the proposed parking supply will exceed projected peak demand by more than 40 spaces. This provides a buffer to accommodate visitor parking and operational flexibility. The live/work units are expected to generate minimal additional parking demand, which has been accounted for in the total supply.

A neighborhood parking survey conducted in September 2024 along Rolyn Place and St. Joseph Street found that existing on-street parking is heavily utilized in certain areas. However, the removal of existing on-site uses is expected to offset some of this demand. Visitor signage directing drivers to the on-site garage and the City's existing overnight parking restrictions will further help manage potential parking impacts on surrounding streets.

Overall, the Project provides more parking than required under State Density Bonus Law, accommodates anticipated demand, and incorporates bicycle facilities and on-site operational management strategies to minimize neighborhood parking impacts.

Healthy Protected Tree Removal

The Project includes the removal of one (1) protected Coast Live Oak tree that is approximately 5-inch in diameter, and it is located along the site's northern property line. The tree lies directly within the path of the required fire access drive aisle, which must be constructed to meet Fire Department emergency access standards. Due to the tree's location relative to the property boundary and the configuration of the site, it is not feasible to realign the drive aisle or otherwise redesign the Project to avoid removal while still maintaining required fire safety access. As such, removal of the tree is necessary to allow the Project to proceed in compliance with applicable fire and life safety regulations. In accordance with the City's Protected Tree Ordinance, Condition of Approval No. 3 requires the Applicant to plant two (2) 36-inch box replacement Coast Live Oak trees.

FINDINGS

Minor Use Permit

Section 9107.09.050(B) of the Development Code requires that for a Minor Use Permit to be granted for a mixed-use development within the Downtown Mixed Use Zone, and it must be found that all of the following findings can be satisfied.

1. **The proposed use is consistent with the General Plan and any applicable specific plan; and is allowed within the applicable zone, subject to the granting of a Minor Use Permit, and complies with all other applicable provisions of this Development Code and the Municipal Code.**

   Facts to Support This Finding: The Project site's General Plan land use designation is Downtown Mixed Use (DMU), which permits mixed-use or stand-alone residential development when affordable housing is provided, in accordance with the Land Use and Community Design Element of the City's General Plan. Under this designation, mixed-use development is encouraged to incorporate both residential and non-residential uses that support one another within a pedestrian-oriented environment.

   The proposed Alexan Arroyo project is consistent with the DMU land use designation. The Project includes 359 residential units and nine live/work units, with the live/work component contributing toward the DMU zone's non-residential use requirement. While the Project does not include traditional commercial uses, the live/work units align with the policy intent to promote a blend of residential and non-residential activity in the Downtown area.

   The Project supports and implements several General Plan policies, including:

   - **Policy LU-1.1** – Promote new infill and redevelopment projects that are consistent with the City's land use designations and compatible with surrounding existing uses.
   - **Policy LU-1.8** – Encourage development types that support transit and other alternative forms of transportation, including bicycling and walking.

- **Policy LU-4.2** – Encourage residential development that enhances the visual character, quality, and uniqueness of the City's neighborhoods and districts.

Overall, the proposal is consistent with the DMU land use designation, meets the affordable housing conditions that enables stand-alone residential use, provides live/work units as the non-residential component, and implements applicable General Plan goals and policies, the project is consistent with the General Plan and complies with the applicable zoning regulations.

2. **The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity.**

Facts to Support This Finding: The subject site is approximately 3.08 acres and is located within the Downtown Mixed-Use (DMU) zone. The site is situated in the City's downtown area and is surrounded by a mix of commercial, light industrial, and residential uses. While the Project does not include traditional commercial space, it incorporates nine live/work units and ground-floor residential services and amenities, which are consistent with the non-residential area provisions of the DMU zone and the policies of the City's General Plan for this area.

The Project's height and mass exceed those of surrounding developments, making it the tallest structure in the downtown area. However, the proposed height is permitted under State Density Bonus Law, which allows waivers of development standards when necessary to accommodate the increased density and inclusion of affordable housing. Although the scale differs from nearby buildings, the design and site planning incorporate step-backs, articulation, and transitional elements to reduce visual impacts and better relate to the surrounding context.

The Project is consistent with the planned future land uses envisioned for the DMU zone, which anticipates higher-density residential development supported by pedestrian-oriented amenities and proximity to transit. Therefore, while the Project's scale is greater than existing structures, it remains consistent with the regulatory framework and planned character of the area.

3. **The site is physically suitable in terms of:**

   a. **Its design, location, shape, size, and operating characteristics of the proposed use in order to accommodate the use, site improvements, loading, and parking.**

      Facts to Support This Finding: The 3.08-acre site is adequately sized and configured to accommodate the proposed residential development with ground-floor live/work units. The Project provides two primary access points from Santa Anita Avenue and Rolyn Place, directing project-related traffic onto local surface streets rather than major corridors. The internal circulation system is designed to accommodate residents, visitors, and service vehicles efficiently. A total of 454 on-site parking spaces will be provided, exceeding the required parking under State Density Bonus Law. While no dedicated loading docks are proposed, move-in and service vehicles can utilize internal drive aisles and the fire lane, minimizing interference with public rights-of-way. The building footprint and site design fit the parcel shape and support the proposed use. For these reasons, this finding can be made.

   b. **Streets and highways adequate to accommodate public and emergency vehicle (e.g., fire and medical) access.**

      Facts to Support This Finding: The Project site fronts Santa Anita Avenue and Rolyn Place, both of which provide adequate width and pavement to carry emergency vehicles and project-generated traffic. Access driveways are provided on both streets, and the project includes a dedicated fire access lane adjacent to the Metro right-of-way. The surrounding street network is adequate to accommodate the proposed use. Therefore, this finding can be made.

   c. **Public protection services (e.g., fire protection, police protection, etc.).**

      Facts to Support This Finding: The Fire and Police Departments have reviewed the Project and determined that, with the required fire protection systems, hydrants, and access improvements, the proposed development will not adversely impact public protection services.

Adequate emergency vehicle access is provided via two two-way drive aisles off Santa Anita Avenue and Rolyn Place, as well as a dedicated fire access lane along the Metro Rail right-of-way.

d. The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.).

Facts to Support This Finding: As part of the development, new utility connections, including connections, including potable water and storm drainage, will be required. Implementation of best management practices by the Applicant during construction and operation would ensure impacts to water quality do not occur. If any upgrades to existing infrastructure, including sewers, are necessary to accommodate the Project, the Applicant will be required to contribute its fair share toward those improvements as a condition of approval.

4. The measure of site suitability shall be required to ensure that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zone in which the property is located.

Facts to Support This Finding: The Project is not anticipated to be detrimental to the public health, safety, or welfare of the surrounding area. The proposed residential development, including ground-floor live/work spaces, is consistent with the types of uses envisioned in the Downtown Mixed-Use (DMU) zone, which supports higher-density housing in proximity to commercial areas and transit.

While the Project exceeds the base height limit for the zone, the additional height is permitted under State Density Bonus Law and is necessary to accommodate the proposed density and required affordable housing. Without the height waiver, the Project would not be physically or financially feasible, which would preclude the delivery of needed housing, including units for very low-income households.

The Project has been conditioned to address potential operational impacts related to construction, traffic circulation, and ongoing site activities. Additionally, the building design incorporates height step-downs, articulation, and transitional elements to reduce visual impacts and ensure compatibility with surrounding development. These measures ensure that the Project's type, density, and intensity of use will not create a nuisance or negatively affect surrounding properties, public safety, or the general welfare. For these reasons, this finding can be made.

Tentative Tract Map

Section 9105.03.060(A) of the Development Code requires that for a Tentative Tract Map to be granted, it must be found that all of the following findings can be satisfied:

1. **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 subdivision map, design, and associated improvements the Project are consistent with the General Plan's Downtown Mixed Use (DMU) land use designation, which supports higher-density residential and mixed-use development in the City's core. The subdivision complies with applicable provisions of the Subdivisions Division of the Development Code, including standards for lot configuration, access, and public improvements.

   The Project layout has been designed to align with surrounding development patterns and to integrate with existing street, utility, and storm drainage infrastructure. Circulation and utility systems have been planned to adequately serve the proposed density and use types. All required improvements will be constructed in accordance with City standards.

   Therefore, the proposed map and subdivision design are consistent with the General Plan, the applicable zoning and development regulations, and the standards of the Subdivisions Division of the Development Code.

2. **The site is physically suitable for the type and proposed density of development.**

Facts in Support of the Finding: The 3.08-acre site is physically suitable to accommodate the proposed 359-unit residential development, including 35 very low-income units, at a density of approximately 115 units per acre. This exceeds the base DMU density of 80 units per acre but is permitted under State Density Bonus Law, which allows increased density and related concessions when affordable housing is provided. The building massing has been designed to transition toward the adjacent single-family neighborhood by stepping down to seven stories at the western side of the development. Building setbacks, access points, and internal circulation patterns are appropriately designed for the site configuration. The site is generally level, has no physical constraints, and is served by existing infrastructure, making it physically suitable for the proposed use and density. Therefore, this finding can be made.

3. **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 proposed tentative tract map involves the consolidation of six legal lots into a single parcel to facilitate a high-density residential development within an urbanized area. The Project site is currently developed and located within the City's Downtown core, which is fully built out with existing infrastructure, paved streets, and surrounding urban uses.
No sensitive biological resources, natural habitats, wetlands, or watercourses are present on the site or in the immediate vicinity. Because the Project is not located in or near an environmentally sensitive area, it is not expected to cause substantial environmental damage or result in harm to fish, wildlife, or their habitats.

Any potential construction-related impacts such as noise, dust, or runoff will be temporary and minimized through required best management practices (BMPs).

Therefore, the design of the subdivision and associated improvements will not result in substantial or avoidable environmental damage and will not significantly impact fish, wildlife, or habitat.

4. **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 proposed subdivision consolidates six lots together as one parcel to facilitate development. Construction of the Project will comply fully with all the applicable Building, Fire, and Safety Codes, as well as other relevant regulations. The City's existing infrastructure, including roads, water, sewer, and emergency services, is sufficient to support the new development. Furthermore, the Project has been designed and conditioned to meet all public health and safety standards, and it is not expected to create any significant health or safety concerns for the community.

5. **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: The Project does not encroach upon or interfere with any existing public easements of record or court-established easements. In fact, the Project includes provisions for new easements and public dedications to ensure adequate sidewalk access along N. Santa Anita Avenue and Rolyn Place. Therefore, no conflicts with public easements or rights of access are anticipated.

6. **The discharge of sewage from the proposed subdivision into the community sewer system will not result in violation of existing requirements specified by the California Regional Water Quality Control Board.**

   Facts in Support of the Finding: The existing sewer infrastructure along Santa Anita Avenue currently has limited capacity to serve new development. To address this, the Applicant will be responsible for paying their fair share toward necessary improvements to sewer system as required by the City's Public Works Department. These improvements will be coordinated to accommodate

the Project and future development in the area. The Project will comply with all applicable requirements of the California Regional Water Quality Control Board to ensure that sewage discharge does not violate water quality standards. Therefore, this finding can be made.

7. **That the proposed design and site improvements of the subdivision conform to the regulations of this Development Code and the regulations of any public agency having jurisdiction by law.**

   Facts in Support of the Finding: The subdivision design, including lot layout, access, and dedications, complies with applicable provisions of the Arcadia Development Code, including the Downtown Mixed Use (DMU) zone standards and Subdivision Division. The Project will also adhere to the requirements and conditions set forth by all relevant public agencies, including the City's Engineering Division, Public Works Services Department, and City's Fire Department. Therefore, this finding can be made.

Site Plan & Design Review

Section 9107.19.050(F) of the Development Code requires that following findings must be met for the approval of the design.

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

   Facts to Support This Finding: The Project complies with the applicable development standards of the Downtown Mixed Use (DMU) zone as modified through the provisions of California Density Bonus Law (Government Code Section 65915). The proposed development includes 359 residential units at a density of approximately 115 units per acre, exceeding the base maximum of 80 units per acre. The proposed building height of 90 feet 8 inches also exceeds the maximum 60-foot height limit allowed under base zoning standards. However, both the increased density and height waiver are permitted under State Density Bonus Law in exchange for the provision of affordable housing and are therefore considered compliant.

   The Project also includes one concession under State Density Bonus Law to allow all affordable units to be studio units, which is not otherwise permitted

under the City's Development Code. This concession facilitates the inclusion of affordable housing units while maintaining the Project's design and feasibility. In addition, the Project meets other applicable development standards, including floor area ratio (FAR), setbacks, and parking through the density bonus provisions. Therefore, the proposed development is in compliance with all applicable development standards and regulations of the Development Code. This finding can be made.

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

   Facts to Support This Finding: The Project incorporates several features consistent with the City's Design Guidelines, including articulated building façades, varied massing, recessed balconies, and the use of high-quality materials to break down the building's visual bulk and add interest. Setbacks along Santa Anita Avenue, Rolyn Place, and adjacent property lines provide appropriate transitions to surrounding uses. At the street level, live/work units, leasing space, and residential amenities create active and transparent frontages that support pedestrian activity. Landscaping and streetscape improvements are integrated throughout the site to complement the surrounding urban context and enhance the public realm. Collectively, these features align with the Mixed-Use Objective Development Standards and Design Guidelines to enhances an area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment. Therefore, this finding can be made.

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

   Facts to Support This Finding: The proposed seven- to eight-story building, with a maximum height of 90 feet 8 inches, will be significantly taller than surrounding existing development and will be the tallest structure in the downtown area. The additional height is permitted through a waiver under State Density Bonus Law (Government Code Section 65915), which allows exceptions to local development standards, including building height, when necessary to accommodate additional density and affordable housing units.

While the Project is larger in scale than nearby buildings, its design has been intentionally designed to promote visually compatibility and reduce massing impacts. Step-backs at upper floors, façade modulation, and the use of varied materials help break up the building's scale and provide architectural interest. Setbacks along Santa Anita Avenue (3'-7"), the north property line (19'-10"), and the south property line (12'-5") create visual separation from adjacent properties and help ease the transition to lower scale development..

At the street level, active frontages such as live/work units and residential amenities enhance pedestrian engagement and contribute to the evolving mixed-use, transit-oriented character envisioned for the Downtown Mixed Use (DMU) zone. Although the building height exceeds that of existing structures, the Project's architectural design, mass transitions, and pedestrian-focused ground floor treatment ensure that it is compatible in scale and aesthetic character with surrounding development and the City's broader goals for the downtown area. For these reasons, this finding can be made.

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

Facts to Support This Finding: The site layout is designed to function efficiently, with both two-way driveways providing vehicular access from Santa Anita Avenue and Rolyn Place. Internal circulation has been reviewed by the City Engineer and found to be adequate to serve the development. Parking is provided within a three-level garage located above grade, with clear internal circulation and minimal dead-end aisles. Landscaping is distributed along frontages, within courtyards, and on roof decks to provide visual relief and usable open space. The Project's site plan demonstrates efficient circulation, parking layout, and landscape integration. Therefore, the site will be adequate in terms of parking and circulation.

The proposed site layout provides efficient and adequate access, circulation, parking, and landscaping to support the development. Vehicular access is provided via two two-way driveways - one from Santa Anita Avenue and one from Rolyn Place - ensuring convenient ingress and egress. Internal circulation has been reviewed and deemed sufficient by the City Engineer, with the layout supporting clear vehicle movement and emergency access.

Parking is accommodated within a three-level above-grade garage, designed with logical circulation patterns and minimal dead-end aisles to enhance functionality. Landscaping is thoughtfully integrated throughout the site, including along public frontages, within private courtyards, and on rooftop decks, contributing both to visual relief and the provision of usable open space for residents.

Overall, the Project demonstrates an efficient and well-organized site layout that meets the City's standards for access, vehicular circulation, parking, and landscape design. Therefore, this finding can be made.

5. **The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for compliance with the Development Code and all other applicable City regulations and policies, the General Plan and any appliable specific plan, the Design Guidelines, policies and standards, and efficient site and layout design.**

   Facts to Support This Finding: The proposed development meets all applicable requirements of the Development Code, General Plan, and relevant City policies, design guidelines, and objective development standards specific to the Downtown Mixed Use (DMU) zone. The Project reflects the City's goals for a higher-density, pedestrian-oriented urban environment near transit, consistent with the Land Use Element and Downtown vision.

   Although the building exceeds the scale of surrounding development, its design is consistent with the evolving character anticipated for the area. The Project includes design features such as vertical and horizontal articulation, varied materials, and meaningful setbacks to visually break down the building's mass and provide interest at the pedestrian level. Active frontages, including live/work units and enhanced landscaping along public frontages, contribute to a more engaging and walkable streetscape. Podium-level open spaces and rooftop amenities further support the Project's functionality and livability.

   The site layout accommodates efficient vehicular access from both Santa Anita Avenue and Rolyn Place, with clearly organized internal circulation and

structured parking. Landscaping is integrated throughout the site to soften building edges and enhance the pedestrian experience.

The Applicant/Property Owner shall comply with all applicable City requirements related to disabled access, occupancy limits, building and fire safety, health code standards, environmental regulations, and parking and site design, to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, Public Works Services Director, or their respective designees.

Overall, the Project demonstrates compliance with the objective criteria outlined in Section 9107.19.040.C.5 and supports the City's broader planning goals for a vibrant, mixed-use downtown core. Therefore, this finding can be made.

Removal of a Healthy Protected Tree

The following findings are required for the approval of the removal of a healthy protected tree per Development Code Section 9110.01.070.A.2.

1. Removal of a Healthy Protected Tree

The removal of one protected Coast Live Oak (Tree No. 48) is necessary to accommodate the proposed Project. As documented in the Arborist Report (Attachment No. 6), this tree is located within the proposed 26-foot-wide fire lane along the northern portion of the site. Construction of the fire lane will require grading and installation of pavement and underground utilities that would directly impact the tree's root zone, making preservation infeasible. The Arborist concluded that the tree would not survive due to the extent of the necessary excavation and compaction associated with the fire lane construction.

To mitigate the removal of the protected tree, the Project is conditioned to provide replacement trees consistent with the Arcadia Development Code, which requires at least two 36-inch-box Coast Live Oak trees for each protected tree removed. These replacement trees will be incorporated into the final landscape plan to help restore canopy coverage and preserve the site's environmental and aesthetic value.

Therefore, removal of the healthy protected tree is warranted to accommodate essential site and life-safety improvements associated with the proposed development and remains consistent with the intent of Development Code Section 9110.01.070.

ENVIRONMENTAL ANALYSIS

The Alexan Arroyo project was initially anticipated to undergo environmental review under the California Environmental Quality Act (CEQA), including preparation of an Environmental Impact Report (EIR). However, effective July 1, 2025, Assembly Bill (AB) 130 established a new statutory exemption from CEQA for qualifying infill housing and mixed-use residential developments. Unlike categorical exemptions, statutory exemptions are absolute and not subject to exceptions for unusual circumstances.

To qualify for the AB 130 exemption, a Project must meet all of the following requirements:

- Be a housing development (including mixed-use projects with at least two-thirds of the floor area dedicated to residential uses);
- Be located on a site of no more than 20 acres within an incorporated city or urbanized area;
- Be situated on a previously developed site or one surrounded by urban uses;
- Be consistent with applicable zoning and general plan standards; and
- Not located on environmentally sensitive lands or involve the demolition of an historic structure.

The Alexan Arroyo project satisfies all these criteria. The 3.08 acre site is located within the City of Arcadia, is currently developed with existing commercial buildings and surface parking and is entirely surrounded by urban land uses. The proposed development is a mixed-use residential project with over two-thirds of the total floor area dedicated to residential use. It is consistent with the applicable zoning and General Plan land use designation and does not involve the demolition of any historic resources or encroach on environmentally sensitive lands.

Accordingly, the Project is statutorily exempt from CEQA under AB 130, and no further environmental review is required for purposes of Planning Commission consideration.

Pursuant to AB 130 and Public Resources Code Section 21080.3.1, the City provided notice to California Native American tribes requesting consultation under AB 52. One tribe requested consultation, and the City completed the required process. Input received during consultation has been incorporated into the project's conditions of approval.

The Tentative Tract Map qualifies for a Class 32 Categorical Exemption as an urban infill project under Section 15332 of the CEQA Guidelines. Additionally, pursuant to Public Resources Code Section 21080(b)(1).

PUBLIC COMMENTS/NOTICE

A public hearing notice for this item was published in the Arcadia Weekly newspaper, posted on the City's website, and posted at the City Council Chambers and the Arcadia Public Library. The notice was also mailed on October 16, 2025, to property owners and occupants within a 500-foot radius of the project site. Although the City is only required to mail notices within a 300-foot radius, the Applicant elected to expand the notification area to 500 feet to promote transparency, broaden community awareness, and proactively address questions that may arise from the Planning Commission or surrounding neighborhood. This expanded notice exceeded the City's minimum legal requirement and provided additional outreach as courtesy (refer to Attachment No. 7 for the expanded radius map). As of October 22, 2025, no additional public comments have been received.

RECOMMENDATION

It is recommended that the Planning Commission adopt Resolution No. 2177 recommending that the City Council find the project is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to AB 130 and approve Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, Certificate of Demolition No. COD 23-32, and Healthy Protected Tree Permit No. TRH 25-13 for the new Alexan Arroyo mixed-use development, subject to the conditions of approval listed below.

Planning

1. The Project shall be developed and maintained by the Property Owner/Applicant in a manner that is consistent with the approved plans for

Minor Use Permit No. MUP 23-10, Tentative Tract Map No. TTM 23-04, Site Plan and Design Review No. ADR 23-12, and Certificate of Demolition No. COD 23-32 and Healthy Protected Tree Permit No. TRH 25-13, subject to the satisfaction of the Deputy Development Services Director or designee. Noncompliance with the conditions of approval shall be grounds for immediate suspension or revocation of any approvals. Minor changes to the Project, may be approved administratively by the Deputy Development Services Director at his/her discretion.

2. The final landscape and irrigation plan shall be prepared by a licensed landscape architect and submitted to Building Services for plan check. The plan must comply with Water Efficiency Landscape Ordinance and receive approval from the Planning Division prior to the issuance of any building permits.

3. The final landscape plan submitted to Building Services for plan check shall include at least two (2) Coast Live Oak trees, each with a minimum box size of 36 inches. The placement of these trees shall be determined by a licensed landscape architect and subject to approval by the Deputy Development Services Director or their designee prior to issuance of a building permit for the development.

4. The Applicant/Property Owner shall maintain and preserve Tree No. 19, a protected Coast Live Oak located at the northwest corner of the project site. The tree shall be protected throughout all construction activities, including installation of the recommended protective fencing and measures identified in the arborist report. Any activity that may impact the tree's roots, trunk, or canopy shall require prior approval in accordance with the City's Tree Ordinance.

5. All proposed mechanical equipment, including but not limited to roof-mounted equipment, shall be fully screened from public view and not visible from the public right-of-way in accordance with the requirements in the City's Development Code. Screening materials shall be architecturally integrated with the building design and will be reviewed and approved during building plan check.

6. All exterior lighting shall be designed to prevent glare, light trespass, and spillover onto adjacent properties. Lighting fixtures shall be shielded and directed downward. Lighting plans shall be subject to review and approval by the Planning Division during building plan check.

7. All exterior signage shall comply with the City's Development Code. A separate sign permit shall be required for any proposed signage.

8. All screen walls, fences, and gates shall be constructed in accordance with the approved plans and shall comply with the maximum height and design standards of the Arcadia Development Code. Any modification to materials, height, or location shall require review and approval by the Planning Division.

9. The Applicant/Property Owner shall comply with all applicable provisions of the State Density Bonus Law (Government Code Section 65915), including maintaining the required number, type, and affordability levels of restricted units for the duration required by law. Prior to the issuance of any building permits, the Applicant shall enter into a Density Bonus and Affordable Housing Agreement with the City, which shall be recorded against the property to ensure long-term compliance.

10. Ongoing maintenance of all buildings, landscaping, open spaces, fences, walls, and on-site amenities shall be the responsibility of property management in accordance with the recorded Covenants, Conditions & Restrictions (CC&Rs). The CC&Rs shall include provisions requiring regular maintenance consistent with the approved plans and City standards. Failure to maintain the property as required may result in enforcement action by the City.

11. The Applicant/Property Owner shall install and maintain wayfinding and directional signage within the site for vehicles and pedestrians, including clear markings for visitor parking, loading zones, and EV charging spaces, subject to review during building plan check.

12. Prior to the issuance of a Certificate of Occupancy, the Applicant/Property Owner shall install clear and visible on-site signage directing visitors to the on-site parking garage and advising residents and guests of the City's existing overnight parking restrictions.

13. The Applicant/Property Owner shall implement best management practices (BMPs) for stormwater management during construction and operation, consistent with City and Regional Water Quality Control Board requirements.

14. The Final Tract Map must be recorded prior to the issuance of any building or foundation permits for the mixed-use development. The map shall include all required dedications and easements along Santa Anita Avenue and Rolyn Place to the satisfaction of the City Engineer.

15. The Applicant/Property Owner shall pay its fair share contribution toward any infrastructure upgrades required to serve the project, including but not limited to the sewer line upsizing project on Santa Anita Avenue. The scope of required improvements and the Applicant's proportional share shall be determined by the Public Works Services Department during plan check. No building permits shall be issued until the required contribution has been determined by Public Works Services Director.

16. The Property Owner/Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board for a General Construction NPDES Permit, due to the proposed project exceeding one acre of disturbed land. The NOI must include items such as the preparation of a Stormwater Pollution Prevention Plan, applicable fees, and other required documentation. The City will not approve any grading plans until a Waste Discharger Identification number has been issued by the State.

17. The Applicant/Property Owner shall submit a haul route map and staging plan to Planning Services for review and approval prior to issuance of a grading permit.

18. All above ground utilities serving the site shall be removed, including all utility poles along property boundaries, and all new utility services shall be placed underground.

19. At the time of plan submittal to Building Services for plan check, the final site plan shall show the location of the backflow prevention device and any transformer. Appropriate screening may be required, depending on the location of these utilities.

20. Prior to issuance of a building permit, the Applicant/Property Owner shall coordinate with Metro and take all necessary measures to ensure the construction shall not disrupt the operation and maintenance activities of the Metro A line or the structural and systems integrity of Metro's light rail infrastructure.

Building

21. 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

Fire Department

22. Prior to issuance of a Certificate of Occupancy by the Building Division, the building shall have the following fire and life safety systems fully installed, tested, and approved. Each system shall require a separate permit from the Fire Department and is subject to review and approval by the Fire Marshal:

    a. Automatic fire sprinkler system
    b. Fire alarm system
    c. Emergency responder radio coverage system
    d. Two-way communication system

23. Prior to issuance of a Certificate of Occupancy by the Building Division, Class I standpipes shall be installed within all stairwells and shall extend to the roof level, subject to review and approval by the Fire Department in accordance with applicable fire and building codes.

24. New public and private fire hydrants shall be installed as shown on the approved site plan that is submitted to the Building Division for plan-check. All

hydrant locations and specifications shall comply with applicable fire code requirements. Final placement and installation details shall be verified during plan check and prior to issuance of a Certificate of Occupancy by the Building Division. The hydrants shall be located at:

a. Three (3) public hydrants on Rolyn Place
b. One (1) public hydrant on Santa Anita Avenue
c. Two (2) private hydrants on the north access road

25. All exit stairwells that do not discharge directly to the exterior shall be provided with a protected exterior access route leading to an access road at grade, in compliance with applicable fire and building code requirements. Final design shall be subject to review and approval by the Fire Department during plan check.

26. Knox boxes shall be installed at the main building entrance and at all exterior stairwell entrances. Knox switches shall be provided for any automatic vehicular gates.

27. Standby power shall be provided for a minimum of one elevator in each elevator bank.

28. A minimum of one (1) Emergency Medical Services (EMS) elevator shall be provided at each elevator bank, in compliance with applicable Fire Codes.

29. A minimum fire flow of 2,000 gallons per minute (gpm) at 20 pounds per square inch (psi) residual pressure shall be provided, in accordance with applicable fire code standards. Verification of fire flow capacity shall be required prior to issuance of building permits.

30. Prior to issuance of a Certificate of Occupancy by the Building Division, the Applicant/Property Owner shall pay a fair-share contribution toward the City's traffic mitigation system for all areas impacted by the Project. The amount and scope of the contribution shall be based on the findings of an approved traffic study.

Engineering

31. A. Prior to recordation of the Final Map, the Applicant/Property Owner shall enter into an Offsite Improvement Agreement with the City and provide the required cost estimate and improvement bonds, subject to the City Engineer's approval or
B. Prior to Certificate of Occupancy by the Building Division, the Applicant/Property Owner shall remove and replace existing curb and gutter and sidewalk along the property frontages on Santa Anita Avenue and Rolyn Place, subject to the City Engineer approval

32. Prior to recordation of the Final Tract Map, the Applicant/Property Owner shall also dedicate the necessary right-of-way along Santa Anita Avenue to establish a consistent ten-foot (10') width from the north to the south property line. Additionally, a five-foot (5') dedication shall be provided along the Rolyn Place to achieve a ten-foot (10') right-of-way width from the north to the south property line, as approved by the City Engineer. These dedications shall be depicted on the Final Tract Map prior to approval by the City Council.

33. Prior to Certificate of Occupancy by the Building Division, the path of travel around the tree on Rolyn Place shall be removed and reconstructed to ensure ADA compliance and safe pedestrian circulation. Existing Easement on Rolyn Place for public sidewalk purposes shall be reconfigured to include the path of travel around the tree and may be depicted on the Final Tract Map prior to approval by the City Council. Alternatively, the easement may be shown per separate documents (Legal Description and Plat Map) submitted to the City Engineer for review and approval.

34. Prior to Certificate of Occupancy by the Building Division, all existing driveway approaches shall be removed and reconstructed per City Standard 801-1. Each approach shall include ADA compliant sidewalk access and transitions. In addition, a two (2') foot wide easement shall be provided at each driveway approach for public sidewalk purposes and may be depicted on the Final Tract Map prior to approval by the City Council. Alternatively, the easements may be shown per separate documents (Legal Description and Plat Map) submitted to the City Engineer for review and approval

35. The Applicant/Property Owner shall prepare a Low Impact Development (LID) Plan in compliance with the Los Angeles County Department of Public Works 2014 LID Standard Manual. All selected LID measures shall be incorporated into the grading and drainage plans, subject to review and approval by the City Engineer prior to issuance of any grading or building permits.
36. At the time of building plan-check submittal, the Project shall include a Stormwater Pollution Prevention Plan (SWPPP) prepared in accordance with all applicable City and regional requirements. A copy of the SWPPP, including the Waste Discharge Identification Number (WDID#), shall be submitted to the City's Engineering Division prior to building permit issuance.

37. At the time of building plan-check submittal, a grading and drainage plan, erosion control plan, and hydrology report shall be submitted for review and approval to the City's Engineering Division. The plans and report shall demonstrate compliance with all applicable City grading, drainage and stormwater management standards.

38. At the time of building plan-check submittal, a soils and geotechnical report shall be prepared and submitted for review and approval by the City's Engineering Division. Approval of the report is required prior to the start of any construction to ensure safe and stable site development.

39. The Applicant shall be responsible for repairing all asphalt street frontages from property line to property line for any damage caused by development activities, including but not limited to trench cuts and construction traffic, per the direction of the City Engineer.

<u>Public Works Services</u>

40. The development shall connect to the existing 30-inch welded steel water main with 51 psi static pressure located on the east side of Santa Anita Avenue, and the existing 8-inch cast iron water main with 51 psi static pressure located on Rolyn Place. Both mains may be used to serve domestic water and/or fire protection needs. Due to the static pressure and the proposed building height, the need for a booster pump system shall be evaluated during building plan check. If required, the booster system shall be designed and installed to the satisfaction of the City Engineer and Fire Department.

41. At the time of building plan-check submittal, the Applicant/Property Owner shall provide water demand calculations, prepared by a licensed Civil or Mechanical Engineer, demonstrating the maximum domestic and fire flow demands to verify the appropriate water service size for the Project.

42. The Applicant/Property Owner shall provide separate water services and meters for each individual structure, including dedicated water services for residential, commercial, and irrigation uses as applicable.

43. Domestic water service for residential developments shall be provided by common master meter equipped with an approved reduced pressure backflow device for meter services protection.

44. A separate landscape meter is required for landscape irrigation in common areas. The backflow preventer shall be Reduce Pressure Backflow Assembly as approved by the Public Works Services Department prior to issuance of a building permit.

45. Fire protection requirements shall be stipulated by the Arcadia Fire Department and shall be confirmed to Arcadia Standard Plan. A separate fire service with Double Check Detector Assembly (DCDA) shall be installed for fire service required.

46. A Water Meter Permit Application shall be submitted to the Public Works Services Department prior to final plan check approval.

47. The Applicant/Property Owner shall provide new water services installations. Installation shall be according to the specifications of the Public Works Services Department, Engineering Section. Abandonment of the existing water services, if necessary shall be by the Applicant/Property Owner, according to the Public Works Services Department, Engineering Section specification.

48. Trash/recycling bins shall be configured to provide easy access for trash collection services. There should be 1 foot clearance around the trash bins/recycling bins and all bins/carts shall meet the specifications of the Public Works Services Department. At a minimum, trash enclosure areas should accommodate three containers: a 3-yard bin for trash, 3-yard bin for recycling,

and 69/96 gallon sized carts for organics recycling. The roof clearance for the trash enclosure must be at least 10 feet high.

Cultural Resources

49. The Applicant/Property Owner shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation, prior to commencement of any ground-disturbing activities (i.e., both on-site and any off-site locations that are included in the Project description/definition and/or required in connection with the Project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

    A copy of the monitoring agreement executed with Gabrieleño Band of Mission Indians – Kizh Nation shall be submitted to the City's Planning Division prior to commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

50. The Gabrieleño Band of Mission Indians – Kizh Nation shall conduct monitoring during ground-disturbing activities and complete daily monitoring logs. These logs will document relevant construction activities, locations of disturbance, soil types, cultural materials, and any other information of significance to the Tribe. The logs will specifically identify and describe any discovered Tribal Cultural Resources (TCRs), including Native American cultural and historical artifacts, remains, places of significance, as well as any ancestral human remains and associated burial goods. Copies of the monitoring logs will be made available to the Applicant/Property Owner or the City upon written request to the Tribe.

51. On-site tribal monitoring shall conclude upon the later of the following: (1) written confirmation from the Applicant/Property Owner or the City to the Kizh Nation that all ground-disturbing activities and related phases at the Project site are complete; or (2) written notification from the Gabrieleño Band of Mission Indians - Kizh Nation to the Applicant/Property Owner or the City confirming that no future planned construction activities or development phases at the Project site have the potential to impact Kizh Tribal Cultural Resources (TCRs).

52. Upon discovery of any Tribal Cultural Resources (TCRs), all construction activities within at least a 50-foot radius of the find shall cease immediately and shall not resume until the Gabrieleño Band of Mission Indians – Kizh Nation monitor and/or Kizh's archaeologist has fully assessed the resource. The Tribe shall recover and retain all discovered TCRs in the manner and for the purposes it deems appropriate, including educational, cultural, and historic uses, at its sole discretion.

53. In the event human remains or associated funerary objects are encountered during any ground-disturbing activities:

    a. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, also referred to as grave goods under Public Resources Code Section 5097.98, shall be treated according to the same statute.

    b. If Native American human remains and/or grave goods are discovered or recognized on the Project site, then all ground-disturbing in the vicinity of the discovery shall cease immediately. Pursuant to Health and Safety Code Section 7050.5, the discovery shall be reported to the Los Angeles County Coroner. No further work shall occur in that area until the Coroner has made a determination regarding the nature of the remains. If the Coroner determines or has reason to believe the remains are those of a Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the procedures outlined in PRC § 5097.98 shall be followed.

    c. All human remains and grave or burial goods shall be treated alike in accordance with California Public Resources Code section 5097.98(d)(1) and (2).

    d. Construction activities may resume in other areas of the Project site at a minimum of 200 feet away from the discovery if, in the sole discretion of the Gabrieleño Band of Mission Indians – Kizh Nation, it is determined that resuming such activities at that distance is appropriate. The Kizh

Nation shall provide any measures it deems necessary to the Applicant/Property Owner and the City prior to resumption of work.

e. Preservation in place (i.e., avoidance) is the preferred method of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials (e.g. Natural History Museum of Los Angeles County or the Fowler Museum) provided such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

f. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

54. If, in accordance with Public Resources Code § 5097.98 and all applicable regulatory procedures, the Gabrieleño Band of Mission Indians – Kizh Nation is identified by the Native American Heritage Commission (NAHC) as the Most Likely Descendant (MLD) for any discovered Native American human remains or associated funerary objects on the Project site, the following requirements shall apply:

a. If the Gabrieleño Band of Mission Indians – Kizh Nation is identified as the Most Likely Descendant (MLD), the Tribe's Koo-nas-gna Burial Policy shall be implemented. For the Tribe, the term "human remains" encompasses more than skeletal material and includes associated cultural and ceremonial elements. Tribal traditions may include, but are not limited to, preparation of the soil for burial, the inclusion of funerary objects, and the ceremonial burning of remains. All treatment of human remains and associated items shall be carried out in accordance with the Tribe's customs and practices, and in consultation with the MLD.

b. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery, and a separate treatment plan shall be created.

c. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

d. If discovered human remains cannot be fully documented and recovered on the same day, the remains shall be respectfully covered with muslin cloth and protected with a steel plate capable of being moved by heavy equipment, placed over the excavation area. If a steel plate is not available, a 24-hour security guard shall be posted to protect the site outside of working hours. The Gabrieleño Band of Mission Indians – Kizh Nation, as the Most Likely Descendant (MLD), shall make every effort to recommend Project design modifications to allow the remains to be preserved in situ. If project diversion is not feasible, and upon consultation with the MLD, removal of the remains may proceed in accordance with applicable laws and Tribal protocols.

e. In the event preservation in place is not feasible despite good faith efforts by the Applicant/Property Owner, no ground-disturbing activities shall resume until the property owner, in consultation with the Most Likely Descendant (MLD), has arranged for a designated reburial location within the Project site footprint. This location shall be used for the respectful reinterment of any human remains and/or ceremonial objects, consistent with the cultural protocols of the Gabrieleño Band of Mission Indians – Kizh Nation.

f. If human remains or associated funerary objects are discovered, each occurrence shall be respectfully stored in opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be relocated to a secure on-site container, if feasible. These items shall be reburied within six (6) months of recovery, at a location on the Project site mutually agreed upon by the Tribe and the Applicant/Property Owner. The reburial site shall be protected in

perpetuity and not subject to future disturbance. No public disclosure or publicity regarding the discovery or nature of these cultural materials shall occur.

g. In the event data recovery is necessary, the Gabrieleño Band of Mission Indians – Kizh Nation shall work in close coordination with a qualified archaeologist to ensure all excavation activities are conducted carefully, ethically, and respectfully. If the Tribe approves data recovery, all associated documentation, at a minimum including detailed descriptive notes and sketches shall be reviewed and approved in advance by the Tribe. Upon completion of any approved data recovery, a final report shall be submitted to both the Tribe and the Native American Heritage Commission (NAHC). The Tribe does not authorize any scientific study or the use of invasive and/or destructive diagnostics on human remains under any circumstances.

General Conditions

55. 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 to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, and Public Works Services Director. Any changes to the existing facility may be subject to having fully detailed plans submitted for plan check review and approval by the aforementioned City officials and employees and may subject to separate building permits.

56. To the maximum extent permitted by law, the Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with MUP 23-10, TTM 23-04, ADR 23-12, COD 23-32 and TRH 25-13 ("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 promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, 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 City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. 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 that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, at the request of the Applicant or not.

57. Approval of MUP 23-10, TTM 23-04, ADR 23-12, COD 23-32 and TRH 25-13 shall not be in effect unless the Applicant and Property Owner 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.

If any Planning Commissioner or other interested party has any questions or comments regarding this matter prior to the October 28, 2025, hearing, please contact Senior Planner, Melissa Chipres, at (626) 574-5447, or by email at mchipres@ArcadiaCA.gov.

Approved:

Lisa L. Flores
Deputy Development Services Director

Attachment No. 1: Resolution No. 2177
Attachment No. 2: Aerial Photo with Zoning Information and Photos of the Project Site
Attachment No. 3: Tentative Tract Map
Attachment No. 4: Architectural Plans and Renderings
Attachment No. 5: Parking Analysis, dated November 2024
Attachment No. 6: Arborist Report, dated September 2024
Attachment No. 7: Expanded Radius Map

Attachment No. 3

Aerial Photo with Zoning Information & Photos of the Subject Site

Parcel Number: 5775-022-028

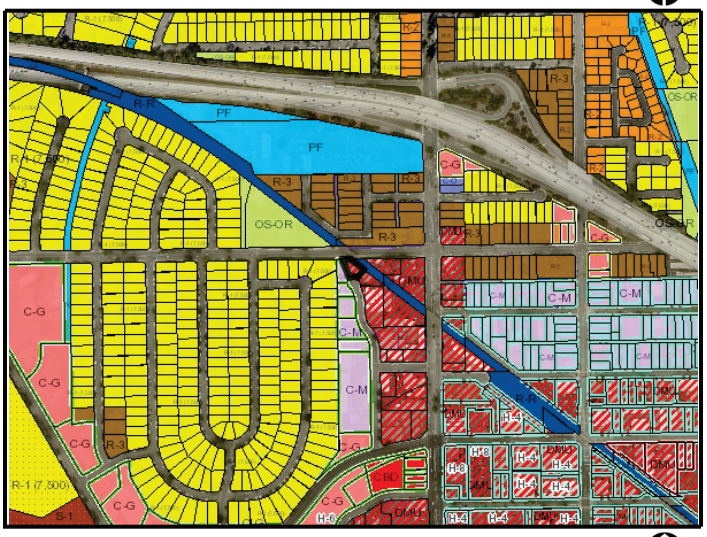
Site Address: # 420 ROLYN PL

Property Owner(s): Property Owner

Property Characteristics	
Zoning:	DMU
General Plan:	C 1.0
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	3,764
Year Built:	1963
Number of Units:	0

Overlays	
Architectural Design Overlay:	N/A
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

Selected parcel highlighted



Parcel location within City of Arcadia

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Report generated 22-Oct-2025

Parcel Number: 5775-022-029

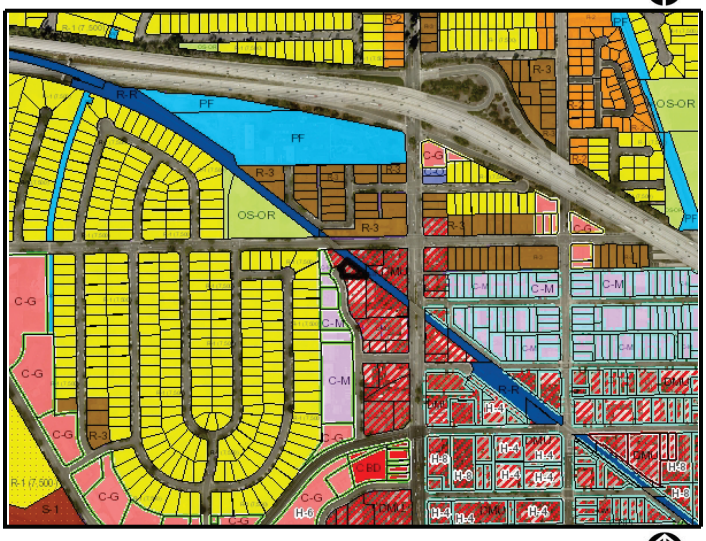
Site Address: **414 ROLYN PL**

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

Property Characteristics	
Zoning:	DMU
General Plan:	C 1.0
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	2,918
Year Built:	1963
Number of Units:	0

Overlays	
Architectural Design Overlay:	N/A
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

Selected parcel highlighted



Parcel location within City of Arcadia

Parcel Number: 5775-022-046

Site Address: # 333 N SANTA ANITA AVE

Property Owner(s): Property Owner

Property Characteristics	
Zoning:	DMU
General Plan:	C 1.0
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	8,880
Year Built:	1972
Number of Units:	10

Overlays	
Architectural Design Overlay:	N/A
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

Selected parcel highlighted

Parcel location within City of Arcadia

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Report generated 22-Oct-2025

Parcel Number: 5775-022-047

Site Address: **400 ROLYN PL**

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

Property Characteristics	
Zoning:	DMU
General Plan:	C 1.0
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	15,000
Year Built:	1964
Number of Units:	0

Overlays	
Architectural Design Overlay:	N/A
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

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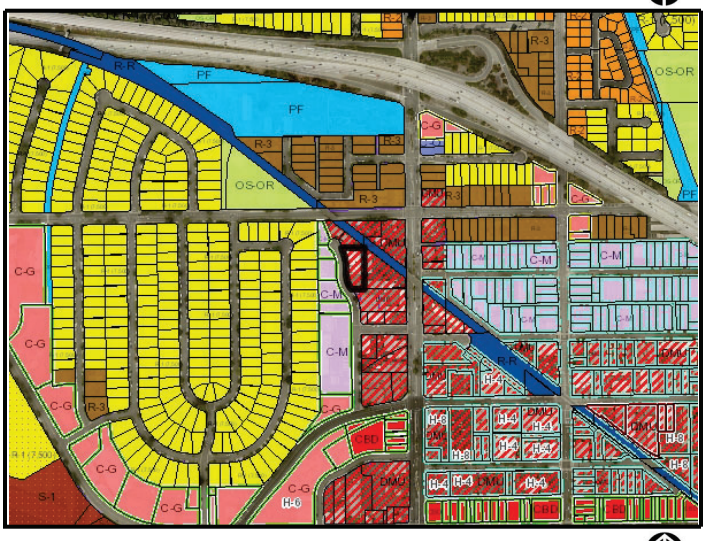


Parcel location within City of Arcadia

Parcel Number: 5775-022-048

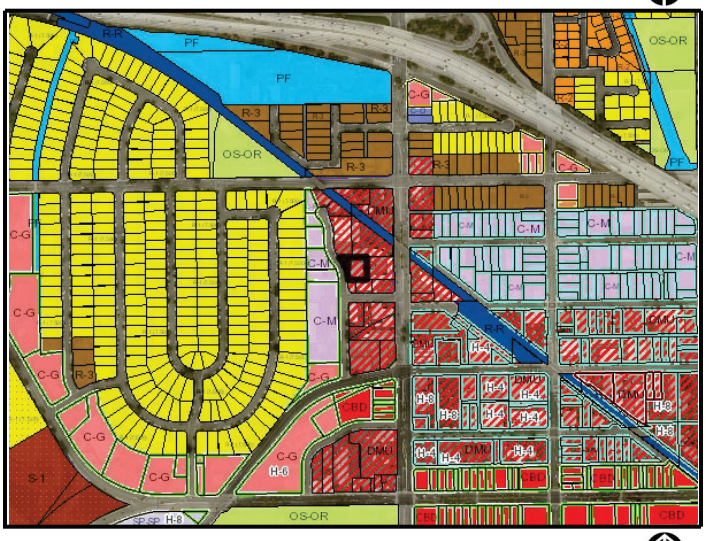
Site Address: # 325 N SANTA ANITA AVE

Property Owner(s): Property Owner

Property Characteristics	
Zoning:	DMU
General Plan:	C 1.0
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	11,866
Year Built:	1986
Number of Units:	1

Overlays	
Architectural Design Overlay:	N/A
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

Selected parcel highlighted



Parcel location within City of Arcadia

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Report generated 22-Oct-2025

Parcel Number: 5775-022-049

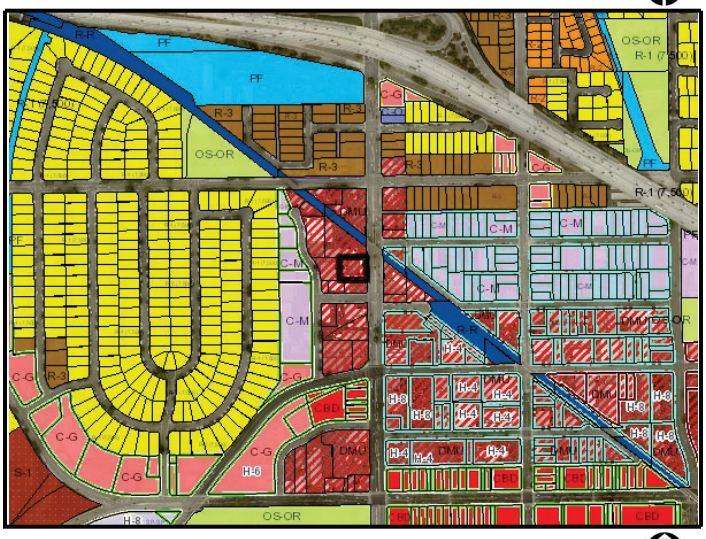
Site Address: # 325 N SANTA ANITA AVE

Property Owner(s): Property Owner

Property Characteristics	
Zoning:	DMU
General Plan:	C 1.0
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	4,000
Year Built:	1986
Number of Units:	0

Overlays	
Architectural Design Overlay:	N/A
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

Selected parcel highlighted



Parcel location within City of Arcadia

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Report generated 22-Oct-2025

Attachment No. 4

Letters Received in 2025 NOP and Previous 2024 NOP Comments

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T 510.836.4200
F 510.836.4205
1939 Harrison Street, Ste. 150
Oakland, CA 94612
www.lozeaudrury.com
richard@lozeaudrury.com

VIA EMAIL

October 24, 2025

Domenico Tallerico, Chair
Vincent Tsoi, Vice Chair
David Arvizu, Commissioner
Angela Hui, Commissioner
Marilynne Wilander, Commissioner
Planning Commission
City of Arcadia
240 W. Huntington Drive
Arcadia, California 91007
planning@ArcadiaCA.gov

Lis Flores, Deputy Development Services Director
Planning Department
City of Arcadia
240 W. Huntington Drive
Arcadia, California 91007
lflores@ArcadiaCA.gov

Re: Required Use of Skilled and Trained Labor and Prevailing Wages under AB 130 for the Alexan Arroyo Mixed- Use Development (TTM No. 23-04)

Dear Chair Tallerico, Vice Chair Tsoi, Honorable Commissioners, and Ms. Flores:

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") and its members living or working in the City of Arcadia ("City") regarding the Alexan Arroyo Mixed-Use Development (TTM No. 23-04) ("Project"), proposed by Arcadia Apartments LLC("Applicant"). The Project involves the construction of a new mixed-use development with 359 rental residential units in two buildings one at seven stories, and the other at eight with a height of 90'-8" located along the west side of North Santa Anita Avenue and east side of Rolyn Place north of West Saint Joseph Street and south of the Metro A Line rail in the City of Arcadia . The Project is scheduled to be heard at the Planning Commission's Meeting on October 28, 2025, at 7:00 pm.

Through the recently enacted Assembly Bill 130 ("AB 130"), the Applicant has sought to exempt the Project from environmental review under the California Environmental Quality Act ("CEQA"). AB 130 establishes a new statutory exemption from CEQA for qualifying infill housing projects. (*See* AB 130 § 59; Pub. Res. Code § 21080.66 ["PRC"].) As discussed below, AB 130 specifies construction labor standards for certain types of projects, including buildings taller than 85 feet, such as the proposed Project here. Therefore, under AB 130, SAFER respectfully requests that the City require the Applicant to: (1) employ a skilled and trained construction workforce; and (2) pay its construction workforce prevailing wages.

DISCUSSION

AB 130 states that the labor standards of Government Code § 65913.4(a)(8) ["Gov.

Code"] apply to buildings over 85 feet in height for any housing development project that otherwise qualifies for a CEQA exemption under AB 130. (PRC § 21080.66(d)(2); AB 130 § 59(d)(2).) Here, the Project will be 26-stories and over 309 feet, thereby triggering the labor standards of Gov. Code § 65913.4(a)(8).

I. The Applicant must employ a skilled and trained construction workforce to build the Project.

Gov. Code § 65913.4(a)(8)(F)(i) states, *inter alia*, that the developer for any project over 85 feet tall shall enter construction contracts with prime contractors only if the contract contains an enforceable commitment that the prime contractor and subcontractors at every tier will use a skilled and trained workforce, as defined in Public Contract Code § 2601(d), to perform work on the project that falls within an apprenticeable occupation, as defined in PCC § 2601(a), in the building and construction trades. (Gov. Code § 65913.4(a)(8)(F)(i)(I).)

Public Contract Code § 2601(d) ["PCC"] defines a "skilled and trained workforce" as a workforce that meets the following conditions, among others:

> (1) All workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.
>
> (2)(A) For work performed on or after January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the occupation of teamster. . . .
>
> (2)(D) For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(PCC § § 2601(d).) PCC § 2601(a) defines an "apprenticeable occupation" as an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to California Labor Code § 3075 ["CLC"] before 2014.

Here, because the Project building will be 8-stories, exceeding 85 feet tall, the Applicant

must use a skilled and trained workforce at every tier to perform work on the Project that falls within an apprenticeable occupation in the building and construction trades.

II. The Applicant must pay its construction workforce prevailing wages for the Project.

For any development that is not entirely a public work, Gov. Code § 65913.4(a)(8)(A) requires, *inter alia*, that all construction workers employed in the execution of the subject project be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations under CLC §§ 1733 and 1733.9. However, apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. (Gov. Code § 65913.4(a)(8)(A)(i).) Additionally, the development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work and shall also provide notice of all contracts for the performance of the work to the Department of Industrial Relations for the portions of the development that are not a public work. (Gov. Code § 65913.4(a)(8)(A)(ii).)

Here, because the Project is not a wholly public work and will be over 85 feet tall, the Applicant must pay all its construction workers prevailing wages.

CONCLUSION

For the reasons set forth above, the City must require the Applicant to use a skilled and trained construction workforce and pay its construction workforce prevailing wages, in compliance with the labor standards set forth in AB 130. Thank you for your consideration.

Sincerely,

Richard Drury
LOZEAU DRURY LLP

Oct 28, 2025

City of Arcadia
240 W Huntington Drive
Arcadia, CA 91007

Re: Proposed Housing Development Project at 325 Santa Anita Ave

By email: planning@ArcadiaCA.gov

Cc: lfores@ArcadiaCA.gov; CityClerk@ArcadiaCA.gov; rarellano@ArcadiaCA.gov; domlazz@ArcadiaCA.gov;

Dear Arcadia Planning Commission,

The California Housing Defense Fund ("CalHDF") submits this letter to remind the City of its obligation to abide by all relevant state laws when evaluating the proposed 359-unit housing development project at 325 Santa Anita Ave, which includes 35 very low-income units. These laws include the Housing Accountability Act ("HAA"), the Density Bonus Law ("DBL"), AB 130, and California Environmental Quality Act ("CEQA") guidelines.

The HAA provides the project legal protections. It requires approval of zoning and general plan compliant housing development projects unless findings can be made regarding specific, objective, written health and safety hazards. (Gov. Code, § 65589.5, subds. (d), (j).) The HAA also bars cities from imposing conditions on the approval of such projects that would render the project infeasible (*id*. at subd. (d)) or reduce the project's density (*id*. at subd. (j)) unless, again, such written findings are made. As a development with at least two-thirds of its area devoted to residential uses, the project falls within the HAA's ambit, and it complies with local zoning code and the City's general plan. Increased density, concessions, and waivers that a project is entitled to under the DBL (Gov. Code, § 65915) do not render the project noncompliant with the zoning code or general plan, for purposes of the HAA (Gov. Code, § 65589.5, subd. (j)(3)). The HAA's protections therefore apply, and the City may not reject the project except based on health and safety standards, as outlined above. Furthermore, if the City rejects the project or impairs its feasibility, it must conduct "a thorough analysis of the economic, social, and environmental effects of the action." (*Id.* at subd. (b).)

CalHDF also writes to emphasize that the DBL offers the proposed development certain protections. The City must respect these protections. In addition to granting the increase in residential units allowed by the DBL, the City must not deny the project the proposed waivers and concessions with respect to building height and studio designation. If the City wishes to deny requested waivers, Government Code section 65915, subdivision (e)(1) requires findings that the waivers would have a specific, adverse impact upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. If the City wishes to deny requested concessions, Government Code section 65915, subdivision (d)(1) requires findings that the concessions would not result in identifiable and actual cost reductions, that the concessions would have a specific, adverse impact on public health or safety, or that the concessions are contrary to state or federal law. The City, if it makes any such findings, bears the burden of proof. (Gov. Code, § 65915, subd. (d)(4).) Of note, the DBL specifically allows for a reduction in required accessory parking in addition to the allowable waivers and concessions. (*Id*. at subd. (p).) Additionally, the California Court of Appeal has ruled that when an applicant has requested one or more waivers and/or concessions pursuant to the DBL, the City "may not apply any development standard that would physically preclude construction of that project as designed, even if the building includes 'amenities' beyond the bare minimum of building components." (*Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 775.)

Furthermore, the project is exempt from state environmental review under the Class 32 CEQA categorical exemption (In-Fill Development Projects) pursuant to section 15332 of the CEQA Guidelines, as the project is consistent with the applicable general plan designation and all applicable general plan policies as well as the applicable zoning designation and regulations; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value as habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. Furthermore, the project is eligible for a statutory exemption from CEQA pursuant to AB 130 (Pub. Res. Code, § 21080.66), which was signed into law on June 30, 2025 and effective immediately (Assembly Bill No. 130, 2025-2026 Regular Session, Sec. 74, available here). Caselaw from the California Court of Appeal affirms that local governments err, and may be sued, when they improperly refuse to grant a project a CEQA exemption or streamlined CEQA review to which it is entitled. (*Hilltop Group, Inc. v. County of San Diego* (2024) 99 Cal.App.5th 890, 911.)

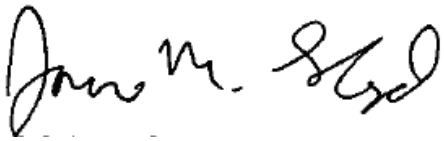
As you are well aware, California remains in the throes of a statewide crisis-level housing shortage. New housing such as this is a public benefit: by providing affordable housing, it will mitigate the state's homelessness crisis; it will increase the city's tax base; it will bring new customers to local businesses; and it will reduce displacement of existing residents by reducing competition for existing housing. It will also help cut down on transportation-related greenhouse gas emissions by providing housing in denser, more

urban areas, as opposed to farther-flung regions in the state (and out of state). While no one project will solve the statewide housing crisis, the proposed development is a step in the right direction. CalHDF urges the City to approve it, consistent with its obligations under state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

Attachment No. 4

Previous 2024 NOP Comments

LOZEAU DRURY LLP
T 510.836.4200
F 510.836.4205
1939 Harrison Street, Ste. 150
Oakland, CA 94612
www.lozeaudrury.com
richard@lozeaudrury.com

VIA EMAIL

August 28, 2024

Fiona Graham, Planning Services Manager
Planning and Zoning Division
Development Services Department
City of Arcadia
240 W. Huntington Drive
P.O. Box 60021
Arcadia, CA 91007
fgraham@ArcadiaCA.gov

Lisa Flores, Deputy Development Services Director
Development Services Department
City of Arcadia
240 W. Huntington Drive
P.O. Box 60021
Arcadia, CA 91007
Lflores@ArcadiaCA.gov

Linda Rodriguez, City Clerk
City Clerk's Office
City of Arcadia
240 W. Huntington Drive
P.O. Box 60021
Arcadia, CA 91007
lrodriguez@ArcadiaCA.gov

Re: CEQA and Land Use Notice Request for the Alexan Arroyo Mixed-Use Development Project (SCH 2024080685, Minor Use Permit No. 23-10, Tentative Tract Map (84296) No. 23-04, Certificate of Demolition No. 23-32, and Site Plan & Design Review No. 23-12 with Density Bonus)

Dear Ms. Graham, Ms. Flores, and Ms. Rodriguez,

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") regarding the project known as the Alexan Arroyo Mixed-Use Development Project (SCH 2024080685, Minor Use Permit No. 23-10, Tentative Tract Map (84296) No. 23-04, Certificate of Demolition No. 23-32, and Site Plan & Design Review No. 23-12 with Density Bonus), including all actions referring or related to the proposed development of a new 7-story to 8-story mixed-use development consisting of 359 dwelling units, including 315 market-rate dwelling units, 35 affordable, very-low-income dwelling units, and 9 live/work units, as well as a 3-level above ground parking garage, and residential amenities such as a co-working space, and a fitness center, lounge, and bicycle storage room, located at 325 North Santa Anita Avenue in Arcadia ("Project").

We hereby request that the City of Arcadia ("City") send by electronic mail, if possible, or U.S. Mail to our firm at the address below notice of any and all actions or hearings related to activities undertaken, authorized, approved, permitted, licensed, or certified by the City and any of its subdivisions, and/or supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance from the City, including, but not limited to the following:

- Notice of any public hearing in connection with the Project as required by California Planning and Zoning Law pursuant to Government Code Section 65091.

- Any and all notices prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), including, but not limited to:

    - Notices of any public hearing held pursuant to CEQA.
    - Notices of determination that an Environmental Impact Report ("EIR") is required for the Project, prepared pursuant to Public Resources Code Section 21080.4.
    - Notices of any scoping meeting held pursuant to Public Resources Code Section 21083.9.
    - Notices of preparation of an EIR or a negative declaration for the Project, prepared pursuant to Public Resources Code Section 21092.
    - Notices of availability of an EIR or a negative declaration for the Project, prepared pursuant to Public Resources Code Section 21152 and Section 15087 of Title 14 of the California Code of Regulations.
    - Notices of approval and/or determination to carry out the Project, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
    - Notices of any addenda prepared to a previously certified or approved EIR.
    - Notices of approval or certification of any EIR or negative declaration, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
    - Notices of determination that the Project is exempt from CEQA, prepared pursuant to Public Resources Code section 21152 or any other provision of law.
    - Notice of any Final EIR prepared pursuant to CEQA.
    - Notice of determination, prepared pursuant to Public Resources Code Section 21108 or Section 21152.

Please note that we are requesting notices of CEQA actions and notices of any public hearings to be held under any provision of Title 7 of the California Government Code governing California Planning and Zoning Law. **This request is filed pursuant to Public Resources Code Sections 21092.2 and 21167(f), and Government Code Section 65092**, which requires agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body.

Please send notice by electronic mail, if possible, or U.S. Mail to:

Richard Drury
Chase Preciado
Madeline Dawson
Layne Fajeau
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612
richard@lozeaudrury.com
chase@lozeaudrury.com
madeline@lozeaudrury.com
layne@lozeaudrury.com

Please call if you have any questions. Thank you for your attention to this matter.

Sincerely,

Chase R. Preciado

Chase Preciado
Lozeau | Drury LLP

DEPARTMENT OF TRANSPORTATION
DISTRICT 7
100 S. MAIN STREET, MS 16
LOS ANGELES, CA 90012
PHONE (213) 269-1124
FAX (213) 897-1337
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life

September 16, 2024

Lisa Flores
Deputy Development Service Director
City of Arcadia Planning Division
P.O. Box 60021
Arcadia, CA 91066

RE: Alexan Arroyo Mixed-Use Development
SCH # 2024080685
Vic. LA-210/PM R31.9
GTS # LA-2024-04608-NOP

Dear Lisa Flores:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the above-referenced NOP. The Project would construct a new mixed-use development with density bonus consisting of 359 dwelling units of which 9 would be live/work units, as well as associated residential amenities and an aboveground parking garage. The new seven- to eight-story building would have a maximum height of approximately 90 feet 8 inches and include five levels of residential dwelling units on top of three levels of aboveground parking garage. The existing buildings and surface parking lots on the Project site would be demolished to accommodate the Project.

The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. Senate Bill 743 (2013) has codified into CEQA law and mandated that CEQA review of transportation impacts of proposed development be modified by using Vehicle Miles Traveled (VMT) as the primary metric in identifying transportation impacts for all future development projects. You may reference the Governor's Office of Planning and Research (OPR) for more information:

https://opr.ca.gov/ceqa/#guidelines-updates

As a reminder, VMT is the standard transportation analysis metric in CEQA for land use projects after July 1, 2020, which is the statewide implementation date.

Caltrans is aware of the challenges that the region faces in identifying viable solutions to alleviating congestion on State and Local facilities. With limited room to expand vehicular

capacity, this development should incorporate multi-modal and complete streets transportation elements that will actively promote alternatives to car use and better manage existing parking assets. Prioritizing and allocating space to efficient modes of travel such as bicycling and public transit can allow streets to transport more people in a fixed amount of right-of-way.

Caltrans supports the implementation of complete streets and pedestrian safety measures such as road diets and other traffic calming measures. Please note the Federal Highway Administration (FHWA) recognizes the road diet treatment as a proven safety countermeasure, and the cost of a road diet can be significantly reduced if implemented in tandem with routine street resurfacing. Overall, the environmental report should ensure all modes are served well by planning and development activities. This includes reducing single occupancy vehicle trips, ensuring safety, reducing vehicle miles traveled, supporting accessibility, and reducing greenhouse gas emissions.

We encourage the Lead Agency to evaluate the potential of Transportation Demand Management (TDM) strategies and Intelligent Transportation System (ITS) applications in order to better manage the transportation network, as well as transit service and bicycle or pedestrian connectivity improvements. For additional TDM options, please refer to the Federal Highway Administration's *Integrating Demand Management into the Transportation Planning Process: A Desk Reference* (Chapter 8). This reference is available online at:

http://ops.fhwa.dot.gov/publications/fhwahop12035/fhwahop12035.pdf

Also, Caltrans has published the VMT-focused Transportation Impact Study Guide (TISG), dated May 20, 2020 and the Caltrans Interim Land Development and Intergovernmental Review (LD-IGR) Safety Review Practitioners Guidance, prepared in On December 18, 2020. You can review those document at the following link:

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-05-20-approved-vmt-focused-tisg-a11y.pdf

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-12-22-updated-interim-ldigr-safety-review-guidance-a11y.pdf

The Transportation section of the Draft Environmental Impact Report (DEIR) should include a VMT analysis. Caltrans recommends including an analysis, using actual signal timing, for current and projected conditions at impacted off-ramps on Freeway 210 and N Santa Anita Ave. This ensures off-ramp vehicles don't back up onto the mainline, creating

a speed differential safety concern. Traffic consultants may coordinate with Caltrans on study locations.

If the project is expected to generate pedestrian and bicyclist activity, it should include complete street elements such as ADA curb ramps, Accessible Pedestrian Signals (APS), sidewalks, bike lanes, and high-visibility crosswalks for enhanced safety and accessibility.

Should significant transportation impacts be anticipated, mitigation measures should focus on TDM and Transportation System Management (TSM) strategies to reduce personal vehicle trips and encourage alternate modes of transportation.

Additionally, a Transportation Impact Study should assess construction-related impacts on freeways and local intersections. Appropriate signage should indicate construction traffic access or single-lane conditions during truck movements, as needed. Temporary traffic control measures, such as flaggers, should be implemented to maintain safe conditions in construction zones.

Caltrans encourages lead agencies to prepare traffic safety impact analysis for this development in the California Environmental Quality Act (CEQA) review process using Caltrans guidelines above on the State facilities so that, through partnerships and collaboration, California can reach zero fatalities and serious injuries by 2050.

If you have any questions, please feel free to contact Mr. Alan Lin the project coordinator at (213) 269-1124 and refer to GTS # LA-2024-04608AL-NOP.

Sincerely,

Anthony Higgins

Anthony Higgins
Acting LDR/CEQA Branch Chief

Cc: State Clearinghouse

TO: Lisa Flores, Deputy Development Services Director
FROM: Raymond Wong and Karen H.S. Wong
DATE: September 6, 2024
RE: The Alexan Arroyo Mixed-Use Development Project EIR

We following up on the Scoping Meeting on August 29th, 2024 and are notifying you regarding our concerns about the Alexan Arroyo Mixed-Use Development Project (the Project) at 325 North Santa Anita Avenue in Arcadia. We are concerned about how the Project will have an impact on the value of our property, on our scenic view of the San Gabriel Mountains, on our peace, tranquility, and security of our neighborhood, impact on our schools, and impact on the traffic,

We have been living in our house for almost 35 years; moved in as newlyweds and raised a family in our house. We invested in the house with many times remodeling to make it our forever home, to be able to entertain family and friends in our home and in our backyard.

We oppose the size and scale of the Project because the location which is so close to our home and the homes of our neighbors. We live in the Gardens part of Arcadia, at 320 San Miguel Drive. We are already ”blocked in” our neighborhood with Metro line bordering to the north; Santa Anita Race Track, and a new multi-storied apartment complex plan in the location of the previous Peppers Restaurant was located, bordering east of the Gardens; both the Indigo Hotel Project (123 W. Huntington Drive), currently in construction, and Le Méridien Pasadena Arcadia hotel (130 W. Huntington Drive), completed, are in the area south of the Gardens or right across the street south of the Gardens; and now right east of the Gardens area where this Project is proposed.

PLAN
We are concerned about the impact of the height (78-90 feet high), numbers of units (359 units, 35 are affordable, very-low income dwellings & 9 live/work units), the lack of sufficient number of parking (454 parking spaces for 359 units = 1.26 per unit, assuming 1 driver per unit OR 454

parking spots for 427 “bedrooms” or 1.06 per “bedroom”, assuming only 1 driver per “bedroom”), the increase to traffic which is already bad during rush hours for work and school, and the increase to the school system that is close to capacity, and continually adding more students with the increase of all the new residential development.

We are concerned about the noise, dust, pollution, and traffic during demolition and construction, which we are already having to deal with the overdue upgrade/overhaul of New Castle Park in the Northside of the Gardens area, and the Indigo Hotel…

We are concerned that there are already 6 or 7 other major residential or residential/commercial combination projects currently in progress in Arcadia which already impacts the pollution, traffic, and schools:

1. Alexan Mixed-Use Project located at 150 N. Santa Anita; 7 storied; 319 dwelling units for rent (26 affordable housing units); 576 parking spots.

2. The Ivy Arcadia Project (Assisted Living Care Facility) located at 1150 W. Colorado; 3 storied; 100 units for “rent”; 70 parking spots.

3. The Huntington Village Mixed-Use Project located at 618 Michellinda Avenue/1101-1155 W. Huntington Drive; 2-4 storied; 263 for-sale residential units (237 market-rate units and 26 affordable housing units); commercial units; 828 parking spots.

4. The Derby Mixed-Unit Project located at 233 & 301 E. Huntington Drive; 6-storied; 214 dwelling units (9 affordable units for seniors); restaurant/cafe; 412 parking spot: 239 residential parking and 173 commercial/valet parking spots.

5. The Huntington Plaza Multi-Use Project located at 117-129 East Huntington Drive and 124, 126, 136 E. Wheeler Avenue; 2 building; 139 Residential Condo Units; 55 public parking spots.

6. The Hotel at Huntington Center (Hotel Development Indigo Hotel) located at 123 W. Huntington Drive; 165 hotel guestrooms, restaurant/bar, spa, cafe, medical offices; 478 parking spots.

It's funny, I use to refer to our area as the “stepchild” area of Arcadia as our kids are growing up because our local public school boundaries went back and forth from Highland Oaks Elementary School/Foothills Middle School to Holly Avenue Elementary School/First Avenue Middle School; some local sports leagues would go from Hugo Reid Park to Eisenhower Park, but looking at all the large “occupancy” projects, may it be residential (apartments) or commercial (hotels), the only area that is by existing residents is the “stepchild” area, where you do have some long time, loyal residents…

We hope that you would reconsider the scope of this Alexan Arroyo Mixed-Use Development Project for the betterment of the community of the Gardens area, and the community of Arcadia as a whole. Thank you for this opportunity to communicate our concerns to you.

From: spparise1@gmail.com
To: Lisa Flores
Subject: Attn: Alexan Arroyo Mixed-Use Development Project EIR
Date: Wednesday, September 11, 2024 8:08:42 PM

IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender spparise1@gmail.com

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Re: Notice of Preparation (NOP)

My name is Stephen Parise, I am a more than fifty year resident of Arcadia. I reside in my family home at 414 San Miguel Dr. in Arcadia. The back yard of my residence is approximately 150 feet from the project Alexan Arroyo Mixed-Use Development (Project). I have serious concerns regarding the impact this Project will have on the value of my property and my peace and tranquility. I and my family enjoy spending a lot of time in my back yard and the thought of having a seven or eight story building looking down upon us is disturbing.

The granting of a height concession to 90 feet 6 inches represents a more than 50% increase to the existing height restriction is too large. It would have a significantly negative impact on the residential properties closest to the Project and to the neighborhood west of the Project.

I am also specifically concerned about the noise, dust and pollution during demolition and construction; the density of the units; the lack of sufficient parking; and the potential traffic.

It was told to me during the Scoping Meeting that without the concession on the height restriction the builder would not proceed with the Project. In the interest of clarity and reduction of anxiety for the affected residents the issue of a height restriction concession and the damage done should be carefully studied in the Environmental Impact Report.

Sincerely,
Stephen P. Parise

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

September 9, 2024

Lisa Flores, Deputy Development Services Director
City of Arcadia
240 W. Huntington Dr.
P.O. Box 60021
Arcadia, CA 91007

Sent by Email: lflores@arcadiaca.gov

RE: 325 N. Santa Anita Ave. – Alexan Arroyo Mixed-Use Development
Notice of Preparation of Environmental Impact Report (EIR)

Dear Ms. Flores:

Thank you for coordinating with the Los Angeles County Metropolitan Transportation Authority (Metro) regarding the proposed 325 North Santa Anita Avenue (Project) located in the City of Arcadia (City). Metro is committed to working with local municipalities, developers, and other stakeholders across Los Angeles County on transit-supportive developments to grow ridership, reduce driving, and promote walkable neighborhoods. Transit Oriented Communities (TOCs) are places (such as corridors or neighborhoods) that, by their design, allow people to drive less and access transit more. TOCs maximize equitable access to a multi-modal transit network as a key organizing principle of land use planning and holistic community development.

Per Metro's area of statutory responsibility pursuant to sections 15082(b) and 15086(a) of the Guidelines for Implementation of the California Environmental Quality Act (CEQA: Cal. Code of Regulations, Title 14, Ch. 3), the purpose of this letter is to provide the City with specific detail on the scope and content of environmental information that should be included in the Environmental Impact Report (EIR) for the Project. In particular, this letter outlines topics regarding the Project's potential impacts on the Metro A Line facilities and services which should be analyzed in the EIR, and provides recommendations for mitigation measures as appropriate. Effects of a project on transit systems and infrastructure are within the scope of transportation impacts to be evaluated under CEQA.[1]

Metro appreciates the early coordination on this Project with City staff and the Applicant to date. In addition to the specific comments outlined below, Metro is providing the City and Arcadia Apartments LLC (Applicant) with the Metro Adjacent Development Handbook (attached), which provides an overview of common concerns for development adjacent to Metro right-of-way (ROW) and transit facilities, available at https://www.metro.net/devreview.

Project Description
The Project includes a seven to eight-story mixed use building with 359 units on top of three levels of aboveground parking garage.

[1] See CEQA Guidelines section 15064.3(a); Governor's Office of Planning and Research Technical Advisory on Evaluating Transportation Impacts In CEQA, December 2018, p. 19.

Light Rail Adjacency

1. Rail Operations: The Metro A Line currently operates weekday peak service as often as every 6 minutes in both directions. Trains may operate in and out of revenue service, 24 hours a day, seven days a week, in the ROW adjacent to the Project.

2. Impact Analysis: Due to the Project's proximity to the A Line, the EIR must analyze potential effects on light rail operations and identify mitigation measures as appropriate. Critical impacts to be studied should include (without limitation): impacts of Project construction and operation on and potential damage to the structural and systems integrity of tracks and related infrastructure; and disruption to light rail service. Specific impacts and mitigation measures that should be studied include:

    a. Disturbance to Light Rail Structural Support: The Project includes excavation and construction of underground structures. Tiebacks supporting these structures have the potential to disturb adjoining soils and jeopardize support of the light rail tracks.

        Recommended mitigation measures:

        i. Technical Review: The Applicant shall submit engineering drawings and calculations, as well as construction work plans and methods, to evaluate any impacts to the Metro A Line infrastructure in relationship to the Project. Before issuance of any building permit for the Project, the Applicant shall obtain Metro's approval of final construction plans.

        ii. Structure Setback: Where the Project site is immediately adjacent to Metro ROW, all building structures (above ground and below grade) and projections shall be set back at least five (5) feet from the property line shared by the Project property and Metro to allow adequate space for construction and property maintenance activities. Property owners will generally not be permitted to access Metro property to construct or maintain private development and/or landscaping, except as approved as indicated in paragraphs 3.d and 3.e below.

        iii. Construction Safety: The construction and operation of the Project shall not disrupt the operation and maintenance activities of the Metro A Line or the structural and systems integrity of Metro's light rail infrastructure. Not later than two months before Project construction, the Applicant shall contact Metro to schedule a pre-construction meeting with all Project construction personnel and Metro Real Estate, Construction Management, and Construction Safety staff. During Project construction, the Applicant shall:

            1. Work in close coordination with Metro to ensure that Station access, visibility, and structural integrity are not compromised by construction activities or permanent build conditions;

            2. Construct a protection barrier to prevent objects, material, or debris from falling onto the ROW;

            3. Notify Metro of any changes to demolition construction activities that may impact the use of the ROW;

            4. Permit Metro staff to monitor demolition and/or construction activities to ascertain any impact to the Metro A Line.

    b. Overhead Catenary System (OCS) Setback: Overhead catenary wires and support structures adjacent to the Project power Metro trains. OCS wires should be treated like any high voltage electrical utility wires. The Project's structures, including protrusions that face the ROW (e.g.

balconies, awnings and other appurtenances), are proposed to be in close proximity to the OCS and can pose an electrocution hazard during Project construction and operation.

Recommended mitigation measures:

i. Technical Review: The Applicant shall submit engineering drawings and calculations, as well as construction work plans and methods including any crane placement and radius, to evaluate any impacts to the Metro A Line infrastructure in relationship to the Project. Before issuance of any building permit for the Project, the Applicant shall obtain Metro's approval of final construction plans.

ii. OCS Protection: The Applicant shall take all necessary measures to protect OCS infrastructure from damage due to Project activities during and after construction, pursuant to applicable California Department of Industrial Relations regulations (Cal. Code of Regulations, Title 8). The Applicant shall post proper signage for equipment working around the OCS wires.

iii. Setback: Any building protrusions facing the ROW (e.g. balconies, awnings and other appurtenances), as well as landscaping shall be set back at least ten (10) feet from the OCS wires and support structures.

iv. Construction Safety: The construction and operation of the Project shall not disrupt the operation and maintenance activities of the Metro A Line or the structural and systems integrity of Metro's light rail infrastructure. Not later than two months before Project construction, the Applicant shall contact Metro to schedule a pre-construction meeting with all Project construction personnel and Metro Real Estate, Construction Management, and Construction Safety staff. During Project construction, the Applicant shall:

1. Work in close coordination with Metro to ensure that Station access, visibility, and structural integrity are not compromised by construction activities or permanent build conditions;

2. Construct a protection barrier to prevent objects, material, or debris from falling onto the ROW;

3. Notify Metro of any changes to demolition construction activities that may impact the use of the ROW;

4. Permit Metro staff to monitor demolition and/or construction activities to ascertain any impact to the Metro A Line ROW

5. Apply for and obtain approval from Metro for any special operations, including the use of a pile driver or any other equipment that could come into close proximity to the OCS or support structures, not later than two months before the start of Project construction.

v. In addition, Metro strongly recommends that the following be incorporated into the Project to address these potential impacts:

3. Advisories to Applicant: The Applicant is encouraged to contact Metro Development Review early in the design process to address potential impacts. The Applicant should also be advised of the following:

a. Occupational Safety and Health Administration (OSHA) Requirements: Demolition, construction and/or excavation work in proximity to Metro ROW with potential to damage light rail tracks and related infrastructure may be subject to additional OSHA safety requirements.

b. Technical Review: Metro charges for staff time spent on engineering review and construction monitoring.

c. ROW Entry Permit: For temporary or ongoing access to Metro ROW for demolition, construction, and/or maintenance activities, the Applicant shall complete Metro's Track Allocation process with Metro Rail Operations and obtain a Right of Entry Permit from Metro Real Estate. Approval for single tracking or a power shutdown, while possible, is highly discouraged; if sought, the Applicant shall apply for and obtain such approval from Metro not later than two months before the start of Project construction.

d. Cost of Impacts: The Applicant will be responsible for costs incurred resulting from Project construction/operation issues that cause delay or harm to Metro service delivery or infrastructure, including single-tracking or bus bridging around closures. The Applicant will also bear all costs for any noise mitigation required for the Project.

Transit Supportive Planning: Recommendations and Resources

Considering the Project's proximity to the Metro A Line Arcadia Station, Metro would like to identify the potential synergies associated with transit-oriented development:

1. Transit Supportive Planning Toolkit: Metro strongly recommends that the Applicant review the Transit Supportive Planning Toolkit which identifies 10 elements of transit-supportive places and, applied collectively, has been shown to reduce vehicle miles traveled by establishing community-scaled density, diverse land use mix, combination of affordable housing, and infrastructure projects for pedestrians, bicyclists, and people of all ages and abilities. This resource is available at https://www.metro.net/about/funding-resources/.

2. Land Use: Metro supports development of commercial and residential properties near transit stations and understands that increasing development near stations represents a mutually beneficial opportunity to increase ridership and enhance transportation options for the users of developments. Metro encourages the City and Applicant to be mindful of the Project's proximity to Arcadia Station, including orienting pedestrian pathways towards the station.

3. Transit Connections and Access: Metro strongly encourages the Applicant to install Project features that help facilitate safe and convenient connections for pedestrians, people riding bicycles, and transit users to/from the Project site and nearby destinations. The City should consider requiring the installation of such features as part of the conditions of approval for the Project, including:

    a. Walkability: The provision of wide sidewalks, pedestrian lighting, a continuous canopy of shade trees, enhanced crosswalks with ADA-compliant curb ramps, and other amenities along all public street frontages of the development site to improve pedestrian safety and comfort to access the nearby Arcadia Station

    b. First & Last Mile Access: The Project should address first-last mile connections to transit and is encouraged to support these connections with wayfinding signage inclusive of all modes of transportation. For reference, please review the First Last Mile Strategic Plan, authored by Metro and the Southern California Association of Governments (SCAG), available on-line at: http://media.metro.net/docs/sustainability_path_design_guidelines.pdf

    c. Bicycle Use and Micromobility Devices: The provision of adequate short-term bicycle parking, such as ground-level bicycle racks, and secure, access-controlled, enclosed long-term bicycle parking for residents, employees, and guests. Bicycle parking facilities should be designed with best practices in mind, including highly visible siting, effective surveillance, ease to locate, and equipment installation with preferred spacing dimensions, so bicycle parking can be safely and conveniently accessed. Similar provisions for micro-mobility devices are also encouraged.

4. Parking: Metro encourages the incorporation of transit-oriented, pedestrian-oriented parking provision strategies such as the reduction or removal of minimum parking requirements and the exploration of shared parking opportunities. These strategies could be pursued to reduce automobile-orientation in design and travel demand.

5. Wayfinding: Any temporary or permanent wayfinding signage with content referencing Metro services or featuring the Metro brand and/or associated graphics (such as Metro Bus or Rail pictograms) requires review and approval by Metro Signage and Environmental Graphic Design.

6. Transit Pass Programs: Metro would like to inform the Applicant of Metro's employer transit pass programs, including the Annual Transit Access Pass (A-TAP), the Employer Pass Program (E-Pass), and Small Employer Pass (SEP) Program. These programs offer efficiencies and group rates that businesses can offer employees as an incentive to utilize public transit. The A-TAP can also be used for residential projects. For more information on these programs, please visit the programs' website at https://www.metro.net/riding/eapp/.

If you have any questions regarding this letter, please contact me by phone at 213.418.3484, by email at DevReview@metro.net, or by mail at the following address:

Metro Development Review
One Gateway Plaza
MS 99-22-1
Los Angeles, CA 90012-2952

Sincerely,

Justin Klaparda

Justin Klaparda
Senior Transportation Planner, Development Review Team
Transit Oriented Communities

Attachments and links:

- Adjacent Development Handbook: https://www.metro.net/devreview

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager
1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

September 11, 2024

Ref. DOC 7298060

VIA EMAIL lflores@arcadiaca.gov

Ms. Lisa Flores, Deputy Development Service Director
City of Arcadia Planning Division
240 West Huntington Drive
P.O. Box 60021
Arcadia, CA 91066

Dear Ms. Flores:

NOP Response to Alexan Arroyo Mixed-Use Development Project

The Los Angeles County Sanitation Districts (Districts) received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) for the subject project located in the City of Arcadia on August 16, 2024. The proposed project is located within the jurisdictional boundaries of District No. 15. We offer the following comments regarding sewerage service:

1. The wastewater flow originating from the proposed project will discharge to a local sewer line, which is not maintained by the Districts, for conveyance to the Districts' Arcadia-Sierra Madre Trunk Sewer, Section 2 & 5, located in East Camino Real Avenue at South 1st Avenue. The Districts' 15-inch diameter trunk sewer has a capacity of 3.5 million gallons per day (mgd) and conveyed a peak flow of 0.8 mgd when last measured in 2020.

2. The expected increase in average wastewater flow from the project, described in the NOP as 359 dwelling units, is 64,500 gallons per day, after all structures on the project site are demolished. A copy of the Districts' average wastewater generation factors can be found on our website at Table 1, Loadings for Each Class of Land Use.

3. The wastewater generated by the proposed project will be treated at the San Jose Creek Water Reclamation Plant (WRP) located adjacent to the City of Industry, which has a capacity of 100 mgd and currently processes an average recycled flow of 60.0 mgd. All biosolids and wastewater flows that exceed the capacity of the San Jose Creek WRP are diverted to and treated at the A.K. Warren Water Resource Facility (formerly known as the Joint Water Pollution Control Plant) in the City of Carson.

4. The Districts are empowered by the California Health and Safety Code to charge a fee to connect facilities (directly or indirectly) to the Districts' Sewerage System or to increase the strength or quantity of wastewater discharged from connected facilities. This connection fee is used by the Districts for its capital facilities. Payment of a connection fee may be required before this project is permitted to discharge to the Districts' Sewerage System. For more information and a copy of the Connection Fee Information Sheet, go to www.lacsd.org, under Services, then Wastewater (Sewage) and select Rates & Fees. In determining the impact to the Sewerage System and applicable connection fees, the Districts will determine the user category (e.g. Condominium, Single Family Home, etc.) that best represents the actual or anticipated use of the parcel(s) or facilities on the parcel(s) in the development. For more specific information regarding

the connection fee application procedure and fees, please contact the Districts' Wastewater Fee Public Counter at (562) 908-4288, extension 2727.

5. In order for the Districts to conform to the requirements of the Federal Clean Air Act (CAA), the capacities of the Districts' wastewater treatment facilities are based on the regional growth forecast adopted by the Southern California Association of Governments (SCAG). Specific policies included in the development of the SCAG regional growth forecast are incorporated into clean air plans, which are prepared by the South Coast and Antelope Valley Air Quality Management Districts in order to improve air quality in the South Coast and Mojave Desert Air Basins as mandated by the CAA. All expansions of Districts' facilities must be sized and service phased in a manner that will be consistent with the SCAG regional growth forecast for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. The available capacity of the Districts' treatment facilities will, therefore, be limited to levels associated with the approved growth identified by SCAG. As such, this letter does not constitute a guarantee of wastewater service but is to advise the developer that the Districts intend to provide this service up to the levels that are legally permitted and to inform the developer of the currently existing capacity and any proposed expansion of the Districts' facilities.

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2742, or phorsley@lacsd.org.

Very truly yours,

Patricia Horsley

Patricia Horsley
Environmental Planner
Facilities Planning Department

PLH:plh

cc: S. Wang
D. Hatch
A. Howard

Attachment No. 5

Tentative Tract Map

NOTES:

CONTACT INFORMATION

OWNER . . . . . MAPLE MULTI-FAMILY LAND CA, LLC
325 N. SANTA ANITA AVE.
ARCADIA, CA 91006

SUBDIVIDER . . . . . ARCADIA APARTMENTS, LLC
ATTN: TODD PHILLIPS
5760 FLEET STREET, SUITE 140
CARLSBAD, CA 92008

SURVEYOR/ENGINEER . . . . . PSOMAS
ATTN: DAVID MARTIN
27220 TURNBERRY LANE, SUITE 190
VALENCIA, CA 91355
(661) 705-4439

EXISTING CONDITIONS:

PROJECT ADDRESS . . . . . 325 N SANTA ANITA AVE,
ARCADIA, CA 91006

APN: 5775-022-028
5775-022-029
5775-022-046
5775-022-047
5775-022-048
5775-022-049

FLOOD ZONE: . . . . . SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE "D" (AREA IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE) AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06037C1400F, DATED 9-26-2008, AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, AND IS NOT IN A FLOOD HAZARD ZONE.

WETLAND . . . . . THE SUBJECT PROPERTY IS NOT IN A DESIGNATED WETLAND AREA PER THE U.S. FISH AND WILDLIFE SERVICE, NATIONAL WETLAND INVENTORY.

EASEMENTS . . . . . THERE ARE PUBLIC EASEMENTS ON THE PROPERTY.

AREA: . . . . . BASED UPON RECORD BEARINGS AND DISTANCES AS SHOWN HEREON, THE AREA IS: 135,641 SQ. FT. = 3.114 ACRES

PARKING . . . . . BASED UPON PARKING STRUCTURE STRIPING. THE PARKING SUMMARY IS:

STANDARD SPACES	134
HANDICAPPED SPACES	7
TOTAL	141

TREES . . . . . THERE ARE NO PROTECTED TREES ON THE SUBJECT PROPERTY

STREET DESIGNATION . . . . . SANTA ANITA AVE - PRIMARY ARTERIAL
ROLYN PLACE - LOCAL ROAD

PLANNING AND ZONING INFORMATION:

ZONING . . . . . DOWNTOWN MIXED USE (DMU)

PROPOSED CONDITIONS:

THE PROJECT: . . . . . THE PROJECT CONSISTS OF FIVE(5) PARCELS BEING MERGED INTO ONE (1) LOT. LOT 1 WILL CONSIST OF ONE (1) PROPOSED MULTI-STORY BUILDING FOR RESIDENTIAL USE AND PARKING.

EXISTING STRUCTURES: . . . . ALL EXISTING STRUCTURES ARE TO BE DEMOLISHED

PROPOSED UTILITIES: . . . . SEWERAGE FOR THE PROPOSED MULTI-STORY BUILDING TO BE SERVED BY THE CITY OF ARCADIA SEWER SYSTEM IN SANTA ANITA AVENUE AND ROLYN PLACE. DRAINAGE PROVIDED BY THE CITY OF ARCADIA SYSTEMS ALONG SANTA ANITA AVENUE

LOT BREAKDOWN . . . . . LOT 1 WILL CONSIST OF ONE MULTI-STORY BUILDING FOR RESIDENTIAL AND PARKING USE.

AREA . . . . . NET AREA AFTER DEDICATION REQUIREMENTS ARE MET:
134,269 SQ. FT. = 3.082 ACRES

COMMENTS:

BOUNDARY LINES . . . . . WERE ESTABLISHED FROM RECOVERED CITY, COUNTY AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY.

THE BOUNDARY OF THE SITE ADJOINING RIGHTS OF WAY WERE BASED UPON COUNTY OF LOS ANGELES ASSESSOR'S MAP AND OTHER PUBLIC RECORDS.

LEGAL DESCRIPTION . . . . THE LEGAL DESCRIPTION SHOWN HEREON IS PER THE TITLE COMMITMENT NOTED BELOW, AND WAS USED TO PLOT THE PROPERTY BOUNDARIES SHOWN HEREON. SAID LEGAL DESCRIPTION CONTAINS NO GAPS, GORES OR OVERLAPS RELATED TO THE SUBJECT PARCEL.

EASEMENTS . . . . . PLOTTABLE EASEMENTS ARE SHOWN FROM THE TITLE COMPANY SUPPLIED TITLE REPORT AS NOTED BELOW. NON-PLOTTABLE ONES ARE NOTED ON THE SURVEY AS HAVING "EFFECT OF". BECAUSE OUR SERVICE IS LIMITED TO REPORTING OF EASEMENT LOCATIONS WE STRONGLY RECOMMEND LEGAL COUNSEL BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.

TITLE REPORT . . . . . FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NCS-1131124-SD , DATED MAY 11, 2022.

- INDICATES TITLE COMMITMENT EXCEPTION NO.

AREA . . . . . **BASED UPON MEASURED BEARINGS AND DISTANCES AS SHOWN HEREON, THE AREA IS:**

135,641 SQ. FT. = 3.1139 ACRES

FLOOD ZONE. . . . . .SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE "D" (AREA IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE.) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 06037C1400F, DATED SEPTEMBER 26, 2008, PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

EASEMENTS

EFFECT OF . . . . . TAXES, ASSESSMENTS AND LIENS (1) (2) (3) (4) (5) (6)

EFFECT OF . . . . . AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 27, 1932 IN BOOK 11895, PAGE 365, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (7)

EFFECT OF . . . . . COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED JUNE 13, 1944 IN BOOK 21044, PAGE 42, O.R. NOT PLOTTABLE. (8)

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 17, 1946 IN BOOK 23214, PAGE 168, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (9)

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 17, 1946 IN BOOK 23226, PAGE 101, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (10)

EFFECT OF . . . . . AN EASEMENT FOR POLES AND CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 4, 1951 AS INSTRUMENT NO. 3156 IN BOOK 37773, PAGE 68, O.R.. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (11)

EFFECT OF . . . . . AN EASEMENT FOR POLES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 20, 1951 AS INSTRUMENT NO. 2473 IN BOOK 37895, PAGE 265, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (12)

EFFECT OF . . . . . AN EASEMENT FOR WIRES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 19, 1959 IN BOOK D404, PAGE 244, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (13)

EFFECT OF . . . . . AN EASEMENT FOR WATER MAIN AND INCIDENTAL PURPOSES AS SHOWN ON TRACT NO. 24161 RECORDED MARCH 29, 1959 IN BOOK 643, PAGE 43, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (14)

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 12, 1959 AS INSTRUMENT NO. 3431, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (15)

EFFECT OF . . . . . AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 12, 1959 IN BOOK D500, PAGE 748, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (16)

EFFECT OF . . . . . AN EASEMENT FOR POLE LINES AND CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 19, 1961 IN BOOK D1360, PAGE 52, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (17)

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES ND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 19, 1961 AS INSTRUMENT NO. 4113, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (18)

EFFECT OF . . . . . AN EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 19, 1961 AS INSTRUMENT NO. 4114, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (19)

EFFECT OF . . . . . AN EASEMENT FOR SURFACE WATER DRAINAGE INCLUDING THE RIGHT TO LAY A PIPELINE FOR THE PURPOSE OF CARRYING SAID SURFACE WATER AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 9, 1972 AS INSTRUMENT NO. 2955, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (20)

EFFECT OF . . . . . THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE CENTRAL REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED DECEMBER 28, 1973 AS INSTRUMENT NO. 4927, O.R. NOT PLOTTABLE. (21)

EFFECT OF . . . . . THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE ARCADIA REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED DECEMBER 28, 1973 AS INSTRUMENT NO. 4927, O.R. NOT PLOTTABLE. (22)

EFFECT OF . . . . . COVENANT AND AGREEMENT TO DEVELOP AND HOLD PROPERTY AS ONE PARCEL RECORDED DECEMBER 12, 1984 AS INSTRUMENT NO. 84-1457302, O.R. NOT PLOTTABLE. (23)

EFFECT OF . . . . . COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED MARCH 4, 1987 AS INSTRUMENT NO. 87-327968, O.R. NOT PLOTTABLE. (24)

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 12, 2001 AS INSTRUMENT NO. 2001-2380258, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (25)

EFFECT OF . . . . . NOTICE OF PENDENCY OF ACTION RECORDED DECEMBER 13, 2010 AS INSTRUMENT NO. 20101837949, O.R. NOT PLOTTABLE. (26)

EFFECT OF . . . . . A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED MARCH 5, 2012 AS INSTRUMENT NO. 2012-342044, O.R. NOT PLOTTABLE (27)

EFFECT OF . . . . . THE TERMS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "GRANT AND DECLARATION OF EASEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS" RECORDED FEBRUARY 6, 2017 AS INSTRUMENT NO. 2017-152056, O.R. NOT PLOTTED. EASEMENT BLANKET IN NATURE. (28)

EFFECT OF . . . . . THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "THIRD PARTY LENDER AGREEMENT" RECORDED APRIL 17, 2013 AS INSTRUMENT NO. 20130568529, O.R. NOT PLOTTABLE. (29)

EFFECT OF . . . . . MEMORANDUM OF OPTION RECORDED JUNE 10, 2019 AS INSTRUMENT NO. 20190543581, O.R. NOT PLOTTABLE. (30)

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC WALKWAY PURPOSES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 1, 2018 AS INSTRUMENT NO. 20180109848, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2. (31)

EFFECT OF . . . . . A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED OCTOBER 11, 2019 AS INSTRUMENT NO. 20191084461, O.R. NOT PLOTTABLE (32)

EFFECT OF . . . . . A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED OCTOBER 8, 2021 AS INSTRUMENT NO. 20211528446, O.R. NOT PLOTTABLE (33)

EFFECT OF . . . . . WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (34)

EFFECT OF . . . . . RIGHTS OF PARTIES IN POSSESSION. (35)

SHEET INDEX:

SHEET . . . . . 1 - COVER AND NOTES
2 - EXISTING CONDITIONS
3 - PROPOSED BOUNDARIES
4 - CONCEPTUAL DEMOLITION PLAN
5 - CONCEPTUAL EROSION & SEDIMENT CONTROL PLAN
6 - CONCEPTUAL GRADING PLAN

CONTROL NOTES:

HORIZONTAL CONTROL :

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE V, (2017.50) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

LONG	34-06-42.842832	118-00-12.291218	74.287	CTS /CORS
CIT1	34-08-12.155188	118-07-38.240812	1584.4096	CTS /CORS
WNRA	34-02-35.659883	118-03-33.341627	40.1134	CTS /CORS
GVRS	34-02-50.81245	118-06-46.431683	154.4969	CTS /CORS

VERTICAL CONTROL :

VERTICAL VALUES SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) UTILIZING COUNTY OF LOS ANGELES BENCHMARKS LISTED BELOW:

BENCHMARK NUMBER : HG4574

DESCRIPTION: DPW BM TAG IN S END C.B. 20FT N/O BCR @ NE COR FOOTHILL BLVD & SANTA ANITA AVENUE.

ELEVATION : 547.392 FEET
QUAD YEAR : 2013

BENCHMARK NUMBER : 1GS421

DESCRIPTION: LACO BM TAG IN N CB FOOTHILL BLVD & 32.8FT E/O CL PROD NORTH VIEW AVENUE.

ELEVATION : 547.750 FEET
QUAD YEAR : 2013

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHEASTERLY 10 FEET OF LOT 11 AND ALL OF LOTS 12 AND 13 AND THE NORTHERLY 10 FEET OF LOT 14 OF TRACT NO. 24161, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 643 PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 2 OF TRACT NO. 949, IN THE C ITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 1° 03' 43" EAST ALONG THE EAST LINE OF LOT 2, 60.00 FEET; THENCE SOUT H 88° 56' 17" WEST 264.22 FEET; THENCE NORTH 1° 03' 43" WEST 269.72 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 52° 37' 19" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 337.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED ON JUNE 17, 2013 AS INSTRUMENT NO. 2013-897268, OF OFFICIAL RECORDS.

PARCEL 2A:

AN EASEMENT FOR PIPELINE AND SURFACE WATER DRAINAGE OVER THE NORTHERLY 3 FEET OF LOT 2 OF TRACT NO. 24161, IN THE CITY OF ARCADIA, COUNTY OF LO S ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 643, PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 91.22 FEET.

PARCEL 3A:

PARCEL 1 OF PARCEL MAP NO. 17515, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 193 PAGES 64 AND 65, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED O N OCTOBER 28, 2013 AS INSTRUMENT NO. 2013-1532598, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED ON FEBRUARY 01, 2018 AS INSTRUMENT NO. 2018-109847, OF OFFICIAL RECORDS.

PARCEL 3B:

LOTS 14, 15, 16 AND 17 OF TRACT NO. 24161, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 643, PAGE(S) 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

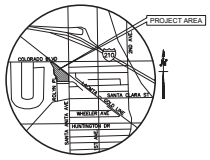
EXCEPT THE NORTHERLY 10.00 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 14.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED ON FEBRUARY 01, 2018 AS INSTRUMENT NO. 2018-109847, OF OFFICIAL RECORDS.

APN: 5775-022-028 (AFFECTS PORTION OF PARCEL 1)
5775-022-029 (AFFECTS PORTION OF PARCEL 1)
5775-022-046 (AFFECTS PARCEL 2)
5775-022-047 (AFFECTS PARCEL 3B)
5775-022-048 (AFFECTS PORTION OF PARCEL 3A) AND
5775-022-049 (AFFECTS PORTION OF PARCEL 3A)

UTILITY PROVIDERS

UTILITY	SERVICE BY
POWER	SOUTHERN CALIFORNIA EDISON (SCE)
GAS	SOCAL GAS
TELECOMMUNICATIONS	AT&T
	VERIZON
	TIME WARNER CABLE
	SPECTRUM
	CHAMPION BROADBAND
WATER	CITY OF ARCADIA
WASTEWATER	CITY OF ARCADIA
	LOS ANGELES COUNTY SANITATION DISTRICT
SOLID WASTE DISPOSAL	WASTE MANAGEMENT
	LOS ANGELES COUNTY SANITATION DISTRICT



LEGEND

PROPERTY / BOUNDARY LINE
STREET R/W LINE
CURB LINE (FROM 1"=20' ON TO 1"=200')
CURB LINE (1"=10', 1"=8', 1"=16')
CENTER LINE
FLOW LINE
LOT LINE / PARCEL LINE
EASEMENT LINE (W=WIDTH)
CONTOUR LINE (APPROX/MATE)
BUILDING FOOT PRINT LINE
OVERHANG LINE
CHAINLINK (CHLK) FENCE LINE
BARBWIRE FENCE LINE
WOODEN (WOM) FENCE LINE
WROUGHT IRON (WI) FENCE LINE
RETAINING (RET) / SCREEN WALL (AS NOTED)
GUARD RAIL
ASPH . . . . . ASPHALT PAVING
CONC . . . . . CONCRETE PAVING
AD . . . . . AREA DRAIN
CB/DB/SB/FH/MH/GM/VA . . . . . CATCH BASIN W/ACCESS HOLE
CM/HCM/FH/MH/GM/VA . . . . . COMMUNICATION/ELECTRICAL/FIBER OPTIC/GAS MANHOLE
SM/HSM/MH/AIR/VA/WM . . . . . SEWER/STORMDRAIN/UNKNOWN/WATER MANHOLE
CP/PP/LP . . . . . COMMUNICATION/POWER/UTILITY POLE
CP/CPP/CUP/D . . . . . COMMUNICATION/POWER/UTILITY POLE AND CONDUIT
S . . . . . SIGN (ALL KINDS)
GUY ANCHOR
GUY POLE
STREET LIGHT
STREET LIGHT W/ARM
STREET LIGHT W/ARM ON POWER POLE
TRAFFIC SIGNAL W/ARM
TRAFFIC SIGNAL W/STREET LIGHT
TRAFFIC SIGNAL
PED TS . . . . . PEDESTRIAN TRAFFIC SIGNAL
PEDESTRIAN CROSSING PUSH BUTTON
YARD LIGHT
GARDEN LIGHT
PARKING LIGHT
FIRE HYDRANT
DS . . . . . DOWNSPOUT
FDC . . . . . FIRE DEPARTMENT CONNECTION
PIV . . . . . POST INDICATOR VALVE
DIRECTION OF WATER DRAINAGE FLOW
PM . . . . . PARKING METER
EM/GM/UM/WM . . . . . ELECTRICAL/GAS/UNKNOWN/WATER METER
AV/GV/PUV/UV/WV . . . . . AIR/GAS/IRRIGATION/PETROLEUM/UNKNOWN/WATER VALVE
CE/FO VLT . . . . . COMMUNICATIONS/ELECTRICAL/FIBER OPTIC VAULT
GI/UW VLT . . . . . GAS/IRRIGATION/UNKNOWN/WATER VAULT
CE/G RISR . . . . . COMMUNICATIONS/ELECTRICAL/GAS RISER
PI/UW RISR . . . . . POTABLE/UNKNOWN WATER RISER
CE/ITS PNL . . . . . COMMUNICATIONS/ELECTRICAL/IRRIGATION/TRAFFIC SIGNAL PANEL
CE/ITS CAB . . . . . COMMUNICATIONS/ELECTRICAL/UNKNOWN/TRAFFIC SIGNAL CABINET
CF/SEPT/SPB/JPB . . . . . COMMUNICATIONS/ELECTRICAL/FIBER OPTIC PULL BOX
SI/ITS/TSPB/JPB . . . . . STREET LIGHT/TRAFFIC/UNKNOWN PULL BOX
GI/IU BOX . . . . . GAS/IRRIGATION/UNKNOWN BOX
AC/CE/F STRU . . . . . AIR/COMMUNICATIONS/ELECTRICAL/FIRE STRUCTURE
GI/PI/SS STRU . . . . . GAS/IRRIGATION/PETROLEUM/SANITARY SEWER STRUCTURE
SD/SL/UW STRU . . . . . STORM DRAIN/STREET LIGHT/UNKNOWN/WATER STRUCTURE
A/CE PMRK . . . . . AIR/COMMUNICATION/ELECTRICAL PAINT MARK
GI/PI/SS PMRK . . . . . GAS/IRRIGATION/SANITARY SEWER PAINT MARK
SD/UW PMRK . . . . . STORM DRAIN/UNKNOWN/WATER PAINT MARK
COMPH/CS/TD . . . . . COMPACT/HANDY/CAP/STANDARD PARKING STALL
DI . . . . . DRAIN INLET
EVERGREEN TREE W/TRUNK DIAMETER
PALM TREE W/TRUNK DIAMETER
DECIDUOUS TREE W/ WELL W/TRUNK DIAMETER
PLANTER
GP . . . . . GUARD POST
APPR . . . . . APPROACH
DRWY . . . . . DRIVEWAY
R/R . . . . . RAILROAD
BFP . . . . . BACKFLOW PREVENTER
CO . . . . . CLEAN OUT
LOCATION OF BUILDING HEIGHT MEASUREMENTS
OVHG . . . . . OVERHANG
UNDR . . . . . UNDERGROUND
TRANS . . . . . TRANSFORMER
ISH . . . . . IRRIGATION SPRINKLER HEAD
SEC/TRAF CAM . . . . . SECURITY/TRAFFIC CAMERA
FDC . . . . . FIRE DEPARTMENT CONNECTION
CL . . . . . STREET CENTERLINE/CONTROL LINE
PL . . . . . PROPERTY LINE
TOPOGRAPHIC SPOT ELEVATION, NO LEADER
BW . . . . . BACK OF WALK ELEVATION
EC . . . . . EDGE OF CONCRETE ELEVATION
EG . . . . . EDGE OF GUTTER ELEVATION
EP . . . . . EDGE OF PAVEMENT ELEVATION
FL . . . . . FLOW LINE ELEVATION
INV . . . . . PIPE INVERT ELEVATION
RIM . . . . . MANHOLE RIM ELEVATION
TB . . . . . TOP OF BERM ELEVATION
TC . . . . . TOP OF CURB ELEVATION
TF . . . . . TOP OF FOOTING ELEVATION
TG . . . . . TOP OF GRATE ELEVATION
TW . . . . . TOP OF WALL ELEVATION
(0) . . . . . RECORD LOT / PARCEL NUMBER
(100.00') . . . . . RECORD DIMENSION OR BEARING IF DIFFERENT THAN MEASURED
IF . . . . . IMPROVEMENT FACE
IE . . . . . IMPROVEMENT EDGE
IE# . . . . . IMPROVEMENT END
N/E/S/W . . . . . NORTH/WEST/SOUTH/WEST LOCATION OF IMPROVEMENT W/ RESPECT TO REFERENCE NORTH AND PROPERTY LINE.
NAME . . . . . ADJACENT PROPERTY OWNER

REV	DATE	DESCRIPTION	BY	APP'D
1	09/18/23	PER CITY COMMENTS	DM	

PSOMAS
27220 TURNBERRY LANE, SUITE 150
VALENCIA, CA 91355
661.219.6000

DAVID MARTIN CE 74143 09/18/23

REGISTERED PROFESSIONAL ENGINEER — No. 74143 — CIVIL — STATE OF CALIFORNIA
09/18/23

BENCHMARK:
SEE VERTICAL CONTROL NOTES ON SHEET 1
ELEVATION _____ ADJUSTMENT _____

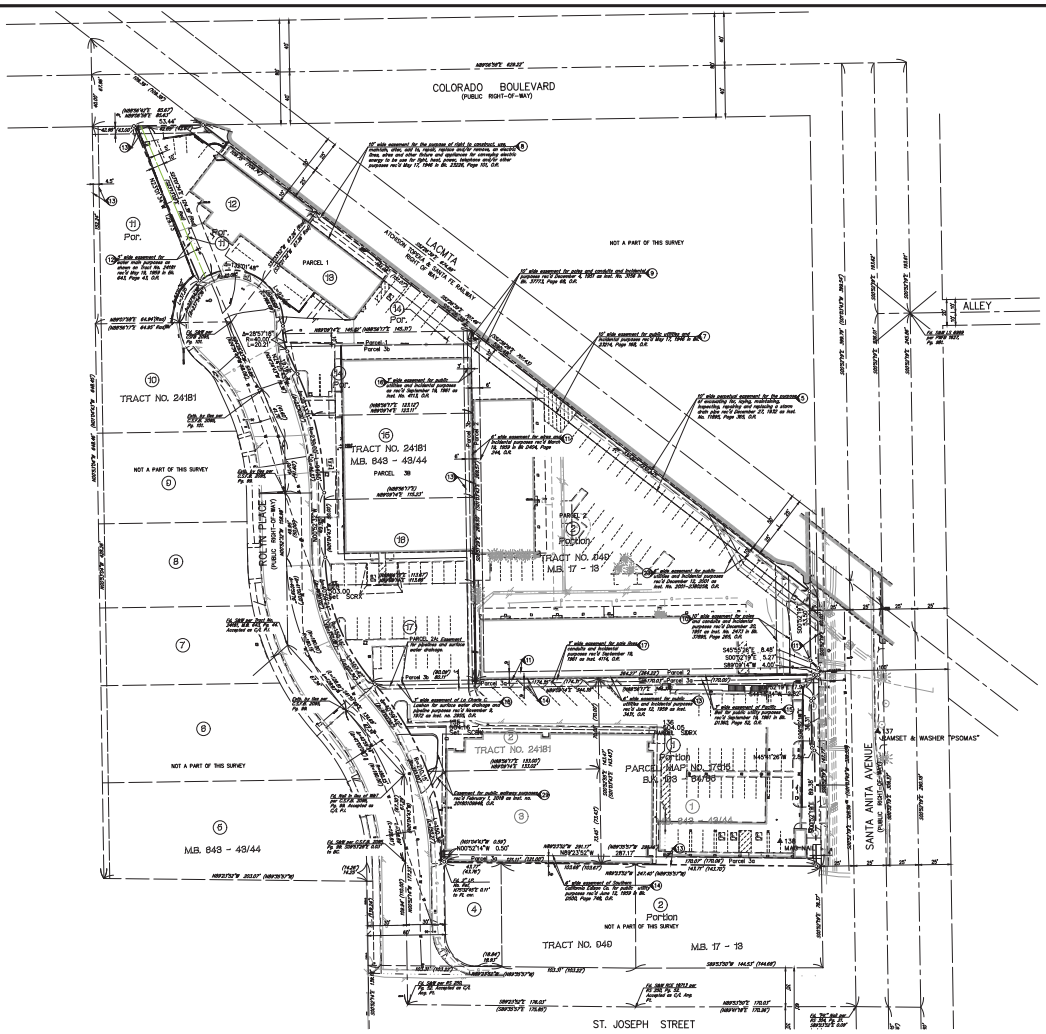
MAPLE MULTI-FAMILY LAND CA, LLC

TENTATIVE TRACT MAP NO. 084296

325 N SANTA ANITA AVE
ARCADIA, CA 91006

COVER AND NOTES

DRAWN BY : LI
DESIGNED BY :
CHECKED BY : DM
DATE :
SCALE :
SHEET 1 OF 6
PROJECT NO. 19MAP050200



EXISTING CONDITIONS

REV	DATE	DESCRIPTION	BY	APP'D
1	09/18/23			

PSOMAS
27220 TURNBERRY LANE, SUITE 150
VALENCIA, CA 91355
661.219.6000

DAVID MARTIN CE 74143 09/18/23

BENCHMARK:
SEE VERTICAL CONTROL NOTES ON SHEET 1

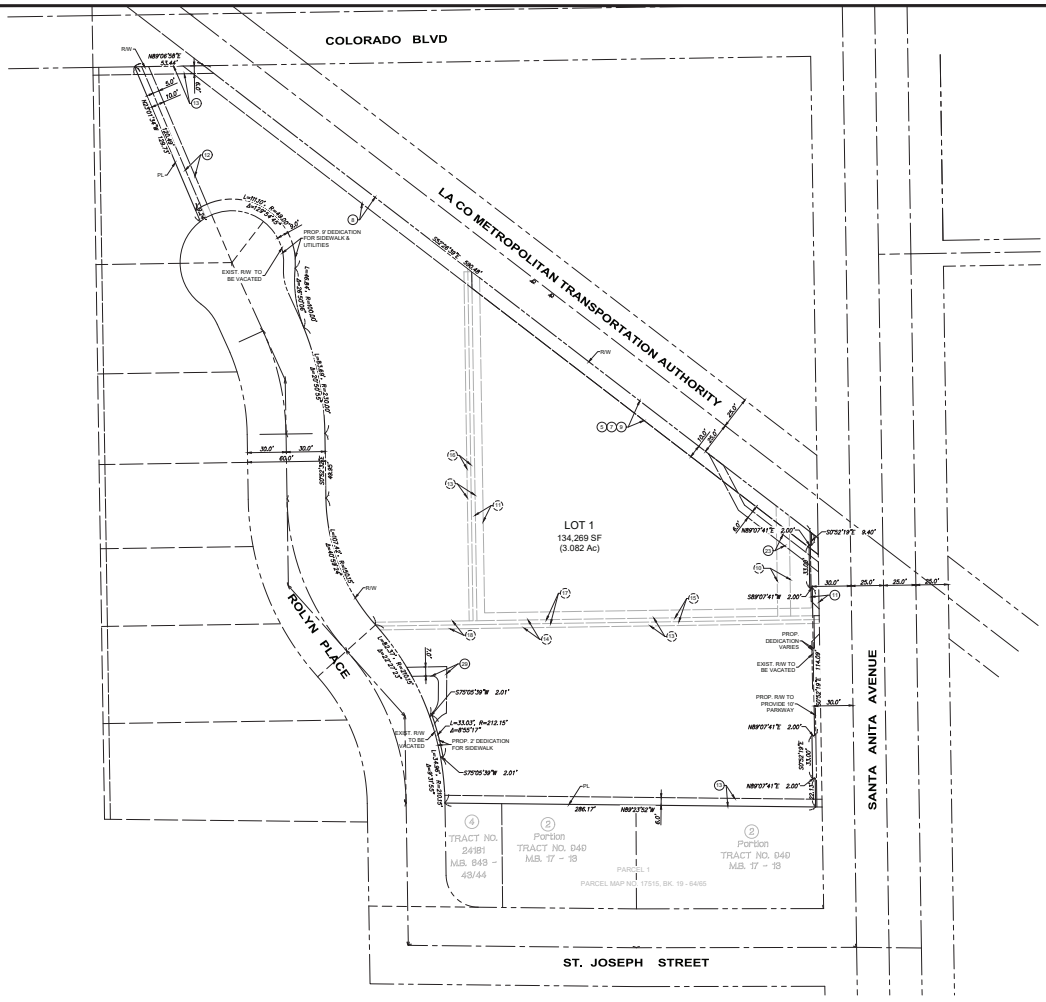
ELEVATION _____ ADJUSTMENT _____

MAPLE MULTI-FAMILY LAND CA, LLC

TENTATIVE TRACT MAP NO. 084296

325 N SANTA ANITA AVE
ARCADIA, CA 91006

DRAWN BY :	LI
DESIGNED BY :	
CHECKED BY :	DM
DATE :	
SCALE :	
SHEET	2
OF	6
PROJECT NO.	1MAP050200



LEGEND:

- RIGHT-OF-WAY (R/W) LINE
- EXISTING RIGHT-OF-WAY/PROPERTY BOUNDARY LINE
- PROPOSED DEDICATION/NEW R/W LINE
- R/W LINE TO BE VACATED
- PROPERTY BOUNDARY LINE (PL)
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE TO BE QUITCLAIMED

SUMMARY OF EXISTING EASEMENTS

NO.	WIDTH	SHORT DESCRIPTION (SEE SHEET 1 FOR FULL DESC.)
		(E) EASEMENT TO REMAIN
		(E) EASEMENT TO BE QUITCLAIMED
5	10'	STORM DRAIN
7	10'	PUBLIC UTILITIES
9	10'	POLES AND CONDUITS
10	10'	POLES AND CONDUITS
11	6'	WIRES
12	5'	WATERMAIN
13	6'	PUBLIC UTILITIES
14	6'	SOUTHERN CALIFORNIA EDISON
15	3'	PACIFIC BELL FOR PUBLIC UTILITY
16	3'	PUBLIC UTILITIES
17	3'	POLES AND CONDUITS
18	3'	LA CHARLE C. LAWHON FOR DRAINAGE
23	6'	PUBLIC UTILITIES
29	7'	PUBLIC WALKWAY

SCALE: 1" = 30'
0 30 90
15 60

PROPOSED BOUNDARIES

REV	DATE	DESCRIPTION	BY	APP'D
1	09/18/23	PER CITY COMMENTS	LI	DM

PSOMAS
27220 TURNBERRY LANE, SUITE 150
VALENCIA, CA 91355
661.219.6000

DAVID MARTIN CE 7443 09/18/23

REGISTERED PROFESSIONAL ENGINEER DAVID MARTIN No. 78-31-355 CIVIL STATE OF CALIFORNIA 09/18/23

BENCHMARK:
SEE VERTICAL CONTROL NOTES ON SHEET 1

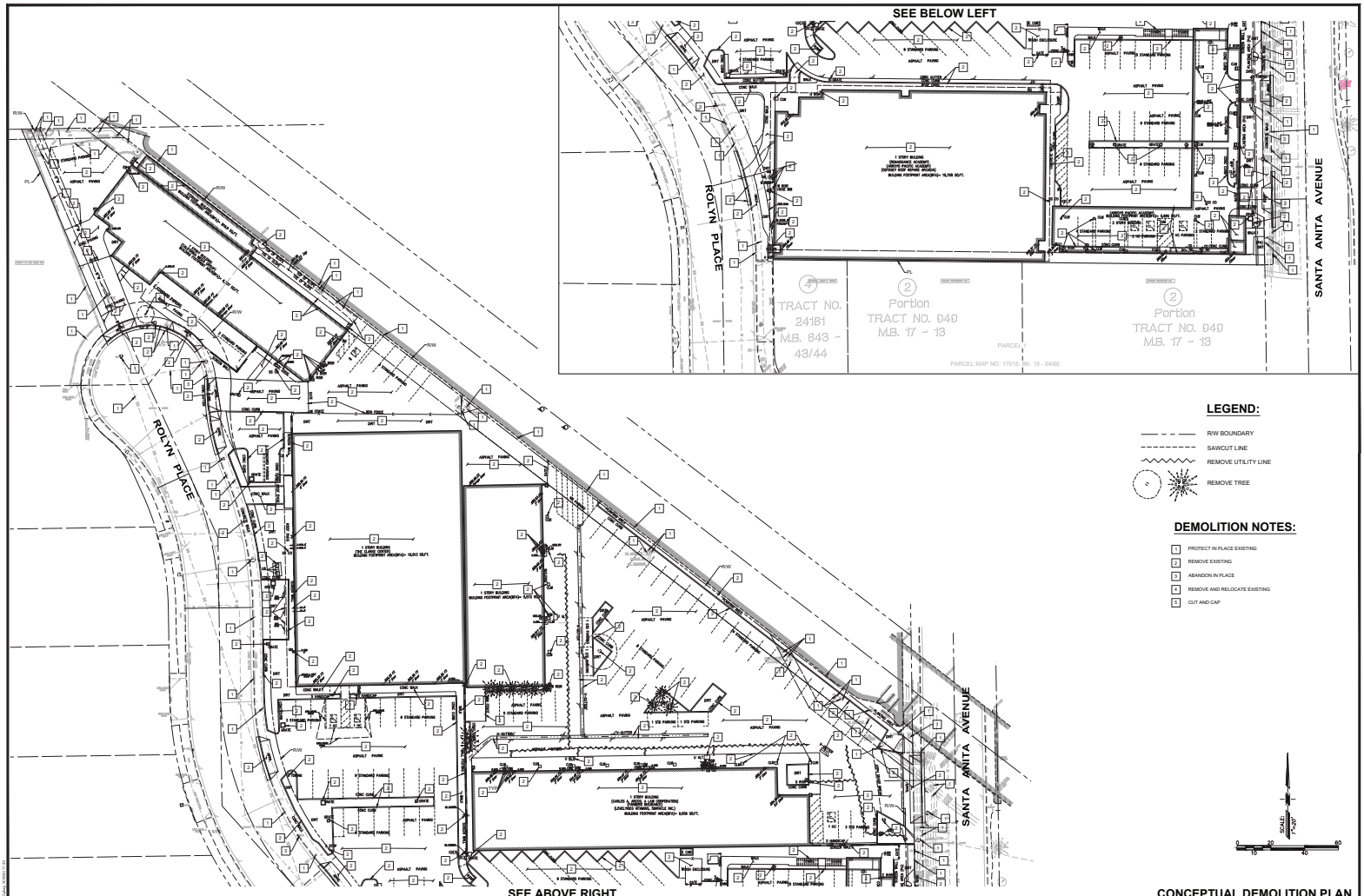
ELEVATION _____ ADJUSTMENT _____

MAPLE MULTI-FAMILY LAND CA, LLC

TENTATIVE TRACT MAP NO. 084296

325 N SANTA ANITA AVE
ARCADIA, CA 91006

DRAWN BY :	LI
DESIGNED BY :	
CHECKED BY :	DM
DATE :	
SCALE :	
SHEET	3
OF	6
PROJECT NO.	1MAP050200



LEGEND:

- R/W BOUNDARY
- SAWCUT LINE
- REMOVE UTILITY LINE
- REMOVE TREE

DEMOLITION NOTES:

1. PROTECT IN PLACE EXISTING
2. REMOVE EXISTING
3. ABANDON IN PLACE
4. REMOVE AND RELOCATE EXISTING
5. CUT AND CAP

SCALE: 1"=20'

CONCEPTUAL DEMOLITION PLAN

REV	DATE	DESCRIPTION	BY	APP'D

PSOMAS
27220 TURNBERRY LANE, SUITE 150
VALENCIA, CA 91355
661.219.6000

DAVID MARTIN CE 7443 09/18/23 DATE

BENCHMARK:
SEE VERTICAL CONTROL NOTES ON SHEET 1

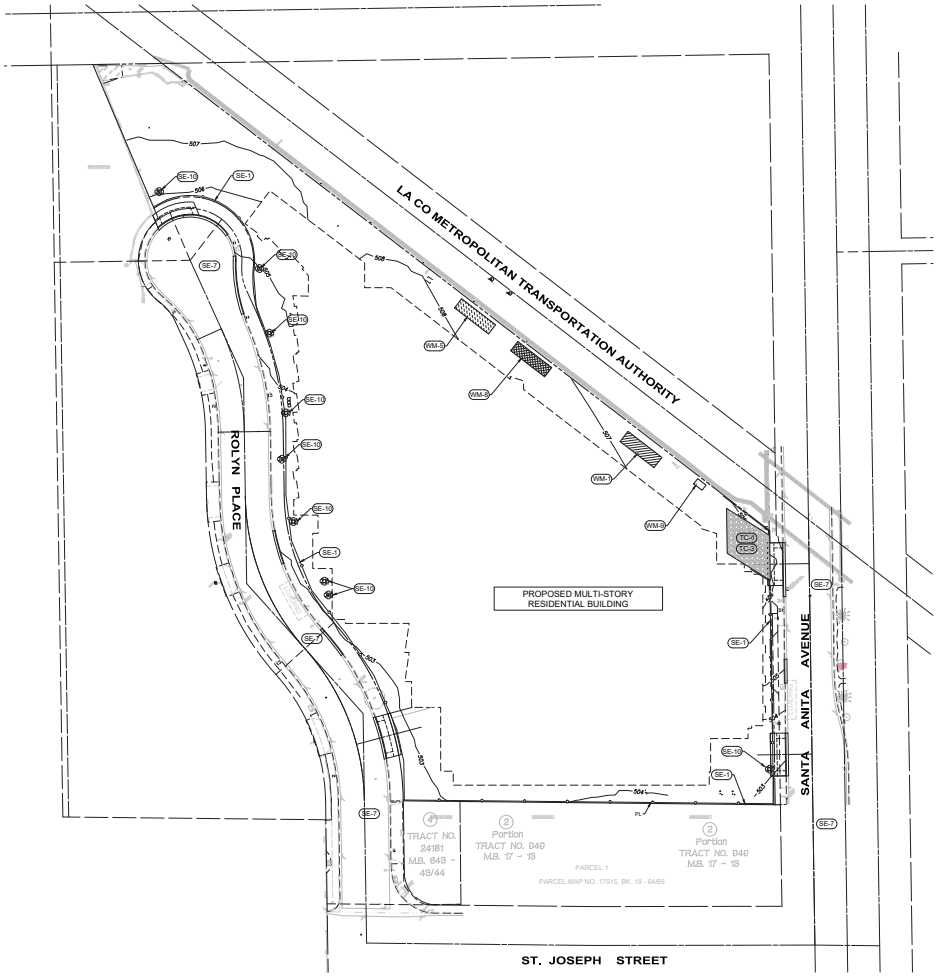
ELEVATION _____ ADJUSTMENT _____

MAPLE MULTI-FAMILY LAND CA, LLC

TENTATIVE TRACT MAP NO. 084296

325 N SANTA ANITA AVE
ARCADIA, CA 91006

DRAWN BY :	LI
DESIGNED BY :	
CHECKED BY :	DM
DATE :	
SCALE :	
SHEET	4
OF	6
PROJECT NO.	1MAP050200



LEGEND

- SE-1 SILT FENCE (TEMPORARY CONSTRUCTION FENCE)
- SE-6 GRAVEL BAG BERM
- SE-7 STREET SWEEPING AND VACUUMING
- SE-10 STORM DRAIN INLET PROTECTION
- TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT
- TC-3 ENTRANCE/OUTLET TIRE WASH
- WM-1 MATERIAL DELIVERY AND STORAGE
- WM-2 MATERIAL USE
- WM-5 SOLID WASTE MANAGEMENT
- WM-6 CONCRETE WASTE MANAGEMENT
- WM-9 SANITARY SEPTIC WASTE MANAGEMENT

SCALE: 1"=30'
0 30 60
15 90

CONCEPTUAL EROSION & SEDIMENT CONTROL PLAN

REV	DATE	DESCRIPTION	BY	APP'D

PSOMAS
27220 TURNBERRY LANE, SUITE 150
VALENCIA, CA 91355
661.219.6000

DAVID MARTIN CE 74143 09/18/23
DATE

09/18/23

BENCHMARK:
SEE VERTICAL CONTROL NOTES ON SHEET 1

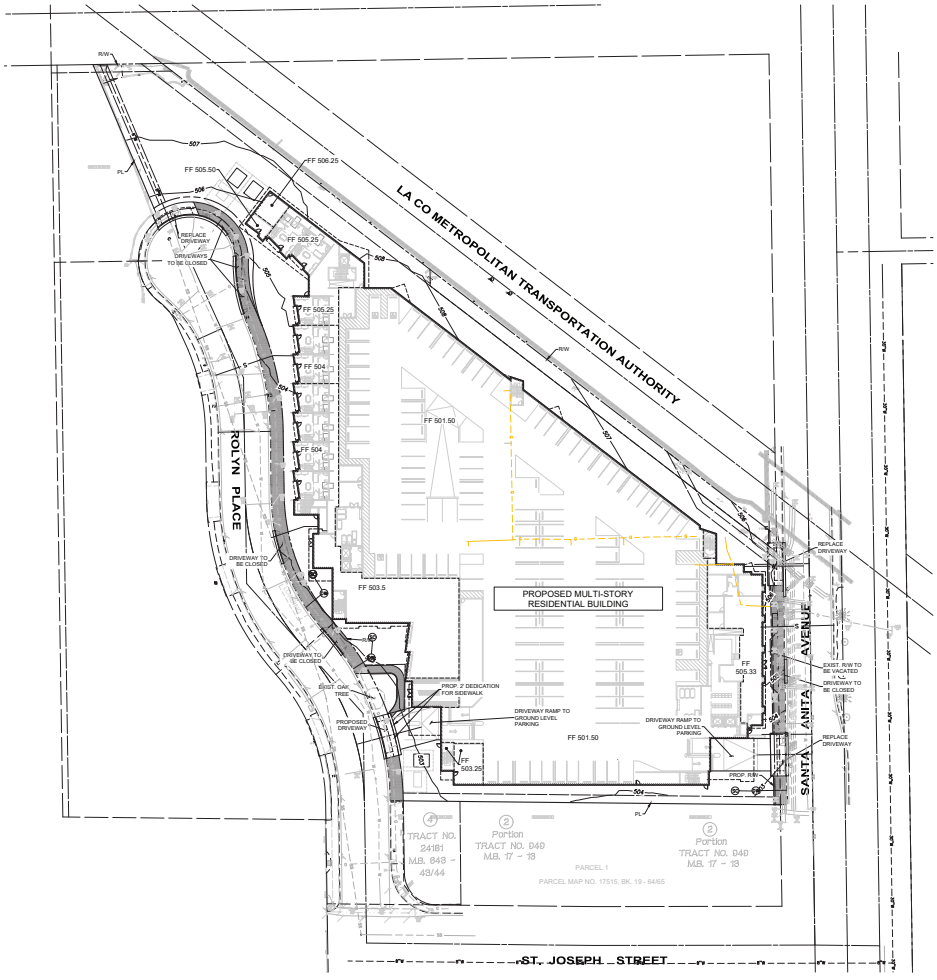
ELEVATION _____ ADJUSTMENT _____

MAPLE MULTI-FAMILY LAND CA, LLC

TENTATIVE TRACT MAP NO. 084296

325 N SANTA ANITA AVE
ARCADIA, CA 91006

DRAWN BY :	LI
DESIGNED BY :	
CHECKED BY :	DM
DATE :	
SCALE :	
SHEET	5
OF	6
PROJECT NO.	1MAP050200



CONCEPTUAL GRADING PLAN

REV	DATE	DESCRIPTION	BY	APP'D

PSOMAS
27220 TURNBERRY LANE, SUITE 150
VALENCIA, CA 91355
661.219.6000

DAVID MARTIN CE 74143 09/18/23
DATE

BENCHMARK:
SEE VERTICAL CONTROL NOTES ON SHEET 1

ELEVATION _____ ADJUSTMENT _____

MAPLE MULTI-FAMILY LAND CA, LLC

TENTATIVE TRACT MAP NO. 084296

325 N SANTA ANITA AVE
ARCADIA, CA 91006

DRAWN BY :	LI
DESIGNED BY :	
CHECKED BY :	DM
DATE :	
SCALE :	

SHEET 6 OF 6

PROJECT NO. 1MAP050200

Attachment No. 6

Architectural Plans and Renderings

ENTITLEMENT RESUBMITTAL

ALEXAN ARROYO

MULTI-FAMILY HOUSING PROJECT

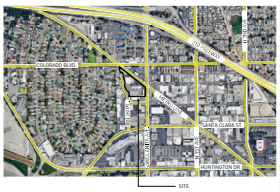
325 N. SANTA ANITA AVE.
ARCADIA CA 91006

A PROJECT FOR:
ARCADIA APARTMENTS, LLC

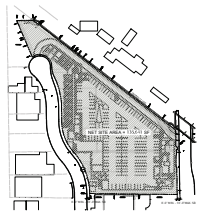
studioneleven
948 East Third Street
Long Beach, CA 90802
562.901.1500
studio-111.com

NOT FOR CONSTRUCTION

VICINITY PLAN



ZONING



PROJECT DESCRIPTION

THE PROJECT IS MULTI-FAMILY RESIDENTIAL CONSISTING OF 309 APARTMENT UNITS AND VARIOUS RESIDENT AMENITIES LOCATED WITHIN FIVE STORIES OF TYPE IIIA CONSTRUCTION OVER THREE STORIES OF TYPE IA CONSTRUCTION. RMU UNITS ARE LOCATED ON THE GROUND FLOOR OF THE WEST FACING BUILDING STREET FRONTAGE. RESIDENTIAL TENANT AMENITIES INCLUDE: CEO AND FLOOR FITNESS CENTER AND LOUNGE AREA, LANDSCAPED PODIUM COURTYARDS INCLUDING A RESIDENT COMMUNITY ROOM LINKED TO THE POOL AND SPA DECK, ROOFTOP RESIDENT COMMUNITY ROOMS WITH POOL DECKS, AND INCREASE STORAGE AND WORK AREA. THE PROJECT WILL INCLUDE 1 MR. APPROXIMATELY 1,999 CUBIC YARDS OF EXTERNAL IMPORT. DEEPENED FOUNDATIONS WILL LIMIT DEPTHS OF EXCAVATION. THE PROJECT IS PRIVATELY FUNDED.

LEGAL DESCRIPTION

PARCEL 1:
THE SOUTH 400 FEET OF LOT 11 AND ALL OF LOTS 12 AND 13 AND THE NORTH 195.5 FEET OF LOT 14 OF TRACT NO. 3418, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGES 42 AND 43, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:
THAT PORTION OF LOT 2 OF TRACT NO. 941, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 7°50' 40" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 195.50 FEET TO THE NORTHEAST CORNER OF LOT 14 OF TRACT NO. 3418; THENCE SOUTH 89°59' 20" WEST ALONG THE NORTH BOUNDARY OF SAID LOT 14, A DISTANCE OF 127.00 FEET; THENCE SOUTH 0°04' 40" EAST, ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 195.50 FEET TO THE NORTH LINE OF LOT 11 OF SAID TRACT NO. 3418; THENCE SOUTH 89°59' 20" WEST ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE NORTH 0°04' 40" WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 390.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE CITY OF ARCADIA, BY DEED RECORDED ON FEBRUARY 01, 2018 AS INSTRUMENT NO. 20180101, OF OFFICIAL RECORDS.

PARCEL 3:
LOTS 14, 15 AND 17 OF TRACT NO. 3418, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE NORTHERLY 195.5 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 14, EXCEPT THEREFROM THAT PORTION OF LOT 14 LAND AS DEDICATED IN THE GRANT DEED RECORDED ON FEBRUARY 01, 2018 AS INSTRUMENT NO. 20180101, OF OFFICIAL RECORDS.

APN: 5778-004-038 (AFFECTS PORTION OF PARCEL 1)
5778-004-039 (AFFECTS PORTION OF PARCEL 1)
5778-004-040 (AFFECTS PARCEL 2)
5778-004-041 (AFFECTS PARCEL 3)
5778-004-048 (AFFECTS PORTION OF PARCEL 3A) AND
5778-004-049 (AFFECTS PORTION OF PARCEL 3A)

PARKING SUMMARY

REQUIRED RESIDENTIAL PARKING		
	1 BEDROOM UNITS (1.0 SPACES / UNIT)	90
	2 BEDROOM UNITS (1.5 SPACES / UNIT)	150
	3 BEDROOM UNITS (2.0 SPACES / UNIT)	200
TOTAL REQUIRED RESIDENTIAL PARKING		**440**
	ADDITIONAL GUEST PARKING SPACES	4
	ADDITIONAL ACCESSIBLE PARKING SPACES	2
TOTAL PROPOSED RESIDENTIAL PARKING		**446**
REQUIRED TUNING TOWNHOME ACCESSIBLE (PER 11B-208.2 - 1%)		**1**
	RESIDENTIAL 1 SPACE / 1 DU ASSIGNED	1
REQUIRED PARKSIDE ACCESSIBLE (PER 11B-208.2.3 - 1%)		**9**
	VAN (PAVE + 96"x8'-0" + 96" ACCESS)	1
	STANDARD (PAVE + 96"x8'-0" + 60" ACCESS)	8
REQUIRED RESIDENT EV CAPABLE SPACES (PER CBC & 2019 A.2.7 - 20%)		**88**
	90 GARAGE & GRADE LEVEL (PAVE + 96"x18'-0" + 60" ACCESS)	88
	90 GARAGE & GRADE LEVEL (PAVE + 96"x18'-0")	90
REQUIRED RESIDENT EV READY SPACES (PER CBC & 2019 A.2.7 - 25%)		**114**
	90 GARAGE & GRADE LEVEL (PAVE + 96"x18'-0" + 60" ACCESS)	90
	24 GARAGE & GRADE LEVEL (PAVE + 96"x18'-0" + 60" ACCESS)	24
	309 STANDARD (PAVE + 96"x8'-0")	117
REQUIRED RESIDENT EV CHARGERS SPACES (PER CBC & 2019 A.2.7 - 5%)		**23**
	309 UNITS (PAVE + 96"x8'-0" + 60" ACCESS)	23
	309 STANDARD (PAVE + 96"x8'-0")	23

PROPOSED PARKING

SHALL TYPE	SPACES	PERCENTAGE
LEVEL 1		
GARAGE	88	19.7%
ACCESSIBLE STANDARD	5	1.1%
ACCESSIBLE VAN	1	0.2%
GARAGE	12	2.7%
EV READY	90	20.2%
EVCS	5	1.1%
PARK ASSIST VALET	5	1.1%
LEVEL 2		
GARAGE	91	20.4%
ACCESSIBLE STANDARD	3	0.7%
ACCESSIBLE VAN	1	0.2%
GARAGE	12	2.7%
EV READY	24	5.4%
EVCS	5	1.1%
EV READY ACCESSIBLE VAN	1	0.2%
EV READY	38	8.5%
EV READY ACCESSIBLE STANDARD	1	0.2%
EVCS	13	2.9%
TOTAL PROPOSED PARKING	**446**	

PROPOSED PARKING SUMMARY BY TYPE

SHALL TYPE	SPACES	PERCENTAGE
STANDARD	361	81.0%
ACCESSIBLE STANDARD	9	2.0%
ACCESSIBLE VAN	2	0.4%
GARAGE	48	10.8%
GARAGE & ACCESSIBLE VAN	1	0.2%
EV READY	117	26.2%
EV READY ACCESSIBLE STANDARD	1	0.2%
EV READY ACCESSIBLE VAN	1	0.2%
EVCS	22	4.9%
PARK ASSIST VALET	5	1.1%
TOTAL PROPOSED PARKING	**446**	

NOTE*: NO LOADING SPACES ARE REQUIRED AND NONE WILL BE PROVIDED

NOTE: ARCADIA DEVELOPMENT CODE GENERALLY REQUIRES 1.5 SPACES PER UNIT AND 1 GUEST SPACES FOR EVERY 3 UNITS. (AMC, § 9103.07.030, TABLE 3-3.) HOWEVER, DENSITY BONUS LAW PROVIDES THAT A CITY SHALL NOT REQUIRE A VEHICULAR PARKING RATIO, INCLUSIVE OF PARKING FOR PERSONS WITH A DISABILITY AND GUESTS, THAT EXCEEDS 1 SPACE FOR ZERO TO 1 BEDROOMS, 1.5 SPACES FOR TWO TO THREE BEDROOMS, AND 2.5 SPACES FOR FOUR OR MORE BEDROOMS FOR A DEVELOPMENT THAT INCLUDES AT LEAST 5% VERY LOW INCOME UNITS. (GOV CODE, § 65915, SUBD. (P)(1). ACCORDINGLY, GIVEN THE PROJECT'S PROVISION OF AFFORDABLE HOUSING, FOR 309 UNITS, THE REQUIRED RESIDENTIAL PARKING IS 393 SPACES. IN ADDITION TO THE 393 REQUIRED SPACES, THE APPLICANT WILL PROVIDE AN ADDITIONAL 53 SPACES FOR A TOTAL OF 446 SPACES. OF THOSE 446 RESIDENTIAL PARKING SPACES, STATE AND LOCAL CODES REQUIRE THAT 9 BE ACCESSIBLE SPACES (CAL. BUILD. CODE, § § 11B-208.2, 11B-208.2.3) AND 103 BE ELECTRICAL VEHICLE SPACES (CAL. GREEN BUILD. CODE, § 4.106.4.2).

BIKE PARKING SUMMARY

BIKE PARKING SUMMARY

TOTAL BIKE PARKING REQUIRED PER AMC 9103.07.100		
RESIDENTIAL BIKE PARKING REQUIRED		
	309 UNITS	0.5 BIKES PER UNIT = 155 BIKES
RESIDENTIAL BIKE PARKING PROVIDED		
		155 BIKES (50.2%)

PROJECT SUMMARY

GROSS LOT AREA	136,427 SF / 3.13 AC
ZONING	GOVERNMENT/PUBLIC (GP)
TOTAL RESIDENTIAL UNITS	
STUDIO UNITS	30 (9.7%)
ONE BEDROOM + DEN UNITS	155
TOTAL RESIDENTIAL UNITS - CA DENSITY BONUS LAW - 50.00%	**309 UNITS**
STUDIO UNITS	30 (9.7%)
ONE BEDROOM + DEN UNITS	155 (50.2%)
TWO BEDROOM UNITS	124 (40.1%)
THREE BEDROOM UNITS	0 (0.0%)

		REQUIRED	PROPOSED
SETBACKS	FRONT - ALONG SANTA ANITA AVE.	15'-0" min.	15'-0" min.
	SIDE - ALONG COLORADO PLACE	10'-0" min.	10'-10" min.
	SIDE - ALONG ALLEY	0'-0" min.	0'-0" min.
	REAR - ALONG ROLLY DR.	15'-0" min.	15'-0" min.

BUILDING DESCRIPTION

TOTAL NO. OF BUILDINGS: 1 — 5 STORY TYPE IIIA OVER 3 STORIES OF TYPE IA

OPEN SPACE SUMMARY

OPEN SPACE REQUIRED

TOTAL OPEN SPACE REQUIRED PER AMC 9102.05.040.E, TABLE 3-7

309 UNITS	100 SF PER UNIT	30,900 SF

OPEN SPACE PROVIDED

OPEN SPACE TYPE	PROVIDED OPEN SPACE AREA
GROUND LEVEL OPEN SPACE	3,769 SF
LEVEL 1 COURTYARD	21,460 SF
LEVEL 1 REST DECK	3,098 SF
LEVEL 5 REST DECK	1,195 SF
PRIVATE BALCONY	16,800 SF
	46,169 SF

OPEN SPACE PROVIDED

OPEN SPACE TYPE	PROVIDED OPEN SPACE AREA
DOWNHILL (ENCLOSED PLANTERS AND ROOF DECKS)	21,869 SF
PRIVATE (OPEN SPACE BALCONY)	24,300 SF
	46,169 SF

NOTE: PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.

RESIDENTIAL UNIT SUMMARY

UNIT SUMMARY BY TYPE

UNIT TYPE	DESCRIPTION	QTY.	PERCENTAGE	AVG UNIT GROSS / LEASABLE SF	TOTAL SF
LVL1	1 BEDROOM LOFT	9	2.9%	1,005	9,042
A1	STUDIO	42	13.6%	648	26,716
A2	STUDIO	42	13.6%	564	23,700
A3	STUDIO	7	2.3%	626	4,378
B1	1 BEDROOM	42	13.6%	745	31,290
B2	1 BEDROOM	98	31.7%	775	75,950
B3	1 BEDROOM	15	4.9%	1,011	15,165
C1	2 BEDROOM	43	13.9%	1,131	48,633
C2	2 BEDROOM	24	7.8%	1,137	27,288
C3	2 BEDROOM	7	2.3%	1,194	8,358
		309	**100.0%**		**310,520**

RESIDENTIAL UNIT BREAKDOWN

TOTAL UNIT COUNT

UNIT TYPE	QTY.	PERCENTAGE
LOFT/DEN UNIT	9	2.9%
STUDIO	91	29.4%
ONE BEDROOM	155	50.2%
TWO BEDROOM	54	17.5%
	309	**100.0%**

GROSS BUILDING AREA SUMMARY

GROSS BUILDING EFFICIENCY

GROSS BUILDING AREA	LEASABLE AREA	EFFICIENCY
329,746 SF	296,800 SF	90%

UNIT AREAS CALCULATED AS GROSS LEASABLE WHICH IS MEASURED TO OUTSIDE FACE OF EXTERIOR WALLS, CENTERLINE OF UNIT DEMISING WALLS AND CORRIDOR FINISH FACE OF CORRIDOR WALLS AND INCLUDES MEZZANINE AND LOFTS. IT EXCLUDES ALL UNIT BALCONIES, DECKS AND PATIOS.

GROSS FLOOR AREA IS CALCULATED TO OUTSIDE FACE OF ALL EXTERIOR WALLS AND INCLUDES ALL CONDITIONED FLOOR AREA INCLUDING ELEVATOR CORES, STAIR CORES, AND CORRIDORS. IT EXCLUDES ALL GARAGE AREAS, COURTYARD AREAS, SHAFTS, AND UNIT BALCONIES.

SHEET INDEX

NUMBER	NAME	09.05.25 AHD RESUBMITTAL	10.24.25 AHD RESUBMITTAL	12.22.25 AHD RESUBMITTAL	02.09.26 AHD RESUBMITTAL				
GENERAL									
A0.00	TITLE SHEET	•	•	•					
A0.01	SURVEY	•	•	•					
A0.02	SURVEY	•	•	•					
A0.03	SITE UTILITY ACCESS PLAN	•	•	•					
A0.04	SITE PLAN	•	•	•					
ARCHITECTURAL									
A1.01	LEVEL 01 FLOOR PLAN	•	•	•					
A1.02	LEVEL 02 FLOOR PLAN	•	•	•					
A1.03	LEVEL 03 FLOOR PLAN	•	•	•					
A1.04	LEVEL 04 FLOOR PLAN	•	•	•					
A1.05	LEVEL 05 FLOOR PLAN	•	•	•					
A1.06	LEVEL 06 FLOOR PLAN	•	•	•					
A1.07	LEVEL 07 FLOOR PLAN	•	•	•					
A1.08	LEVEL 08 FLOOR PLAN	•	•	•					
A1.09	ROOF PLAN	•	•	•					
A2.01	EXTERIOR ELEVATIONS	•	•	•					
A2.02	EXTERIOR ELEVATIONS	•	•	•					
A2.03	EXTERIOR ELEVATIONS	•	•	•					
A2.04	BUILDING SECTIONS	•	•	•					
A2.20	ENLARGED UNIT PLANS	•	•	•					
A2.21	ENLARGED UNIT PLANS	•	•	•					
A2.40	CONCEPTUAL EXTERIOR PERSPECTIVES	•	•	•					
A2.41	CONCEPTUAL EXTERIOR RENDERINGS	•	•	•					
A2.42	HEIGHT REDUCTION CONCEPTUAL RENDERING COMPARISON			•					
A2.43	HEIGHT REDUCTION CONCEPTUAL RENDERING COMPARISON			•					
A2.44	HEIGHT REDUCTION CONCEPTUAL RENDERING COMPARISON			•					
A2.45	HEIGHT REDUCTION CONCEPTUAL RENDERING COMPARISON			•					
A2.46	HEIGHT REDUCTION LEVEL 5 RENDERING COMPARISON			•					
A2.47	HEIGHT REDUCTION LEVEL 5 RENDERING COMPARISON			•					
A2.48	HEIGHT REDUCTION SECTIONS			•					
A2.49	MATERIALS BOARD	•							
LANDSCAPE									
L1.00	COVER SHEET	•	•	•					
L1.01	CONCEPT DRAWING	•	•	•					
L1.02	CONCEPT IMAGERY	•	•	•					
L1.03	CONCEPT IMAGERY	•	•	•					
L1.04	CONCEPT IMAGERY	•	•	•					
L1.05	CONCEPT IMAGERY	•	•	•					
L1.06	OVERALL SITE PLAN	•	•	•					
L1.07	OVERALL SITE PLAN + GRID AND LINES	•	•	•					
L1.08	ENLARGED PLAN - LEVEL 1	•	•	•					
L1.09	ENLARGED PLAN - ROOF DECKS	•	•	•					
L2.01	OVERALL PLANTING PLAN	•	•	•					
L2.02	OVERALL PLANTING PLAN - PLANTING	•	•	•					
L2.03	OVERALL PLANTING PLAN - IRRIGATION	•	•	•					
L2.04	ENLARGED PLAN - ROOF DECKS - PLANTING	•	•	•					
L2.05	PLANTING IMAGERY	•	•	•					
L2.06	PLANTING IMAGERY	•	•	•					
L2.07	PLANTING IMAGERY	•	•	•					

AFFORDABLE UNIT MATRIX

TYPE	SCAN	TOTAL COUNT	AFFORDABLE COUNT	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	TOTAL
1 LVL 1 BDRM LOFT	LVL1	9	9								9
STUDIO	A1	42	30	7	5	5					30
STUDIO	A2	42	30	7	5	5	6	7			
STUDIO	A3	7	0								
1 BED / 1 BA	B1	42	0								0
1 BED / 1 BA	B1-	98	0								
1 BED / 1 BA	B2	98	0								
1 BED / 1 BA	B3	15	0								
2 BED / 2 BA	C1	43	0								0
2 BED / 2 BA	C2	24	0								
2 BED / 2 BA	C3	7	0								
TOTAL		309	69	14	10	10	6	7	12	10	39

RESIDENTIAL UNIT TYPE BY LEVEL

UNIT TYPE SCHEDULE BY LEVEL

UNIT TYPE	QTY.	PERCENTAGE	AVG UNIT GROSS / LEASABLE SF	TOTAL SF
LEVEL 1/LEVEL 2				
LVL1	9	2.9%	1,005	9,042
	9	**2.9%**		**9,042**
LEVEL 3				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	648	6,159
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	24	**6.9%**		**17,548**
LEVEL 4				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	626	6,276
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	47	**13.3%**		**17,662**
LEVEL 5				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	626	6,276
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	47	**13.3%**		**17,662**
LEVEL 6				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	626	6,276
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	47	**13.3%**		**17,662**
LEVEL 7				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	626	6,276
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	47	**13.3%**		**17,662**
LEVEL 8				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	626	6,276
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	39	**11.0%**		**17,662**

UNIT TYPE SCHEDULE BY LEVEL

UNIT TYPE	QTY.	PERCENTAGE	AVG UNIT GROSS / LEASABLE SF	TOTAL SF
LEVEL 9				
A1	1	0.3%	639	639
A2	1	0.3%	639	639
A3	1	0.3%	626	6,276
B1	1	0.3%	745	745
B2	1	0.3%	772	3,626
B3	1	0.3%	1,011	8,037
C1	1	0.3%	1,131	1,131
C2	1	0.3%	1,137	1,137
C3	1	0.3%	1,194	1,194
	39	**11.0%**		**17,662**

TCR
TRAMMELL CROW RESIDENTIAL
5796 FLEET STREET, SUITE 140
CARLSBAD, CA 92008

ALEXAN ARROYO
325 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-051

ENTITLEMENT SUBMITTAL	09.05.25
ENTITLEMENT RESUBMITTAL	10.24.25
ENTITLEMENT RESUBMITTAL	12.22.25
ENTITLEMENT RESUBMITTAL	02.09.26

TITLE SHEET

A0.00

COMMENTS:

BOUNDARY LINES . . . . MERE ESTABLISHED FROM RECOVERED CITY, COUNTY AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY.

THE BOUNDARY OF THE SITE ADJOINING RIGHTS OF WAY WERE BASED UPON COUNTY OF LOS ANGELES ASSESSOR'S MAP AND OTHER PUBLIC RECORDS.

LEGAL DESCRIPTION . . . THE LEGAL DESCRIPTION SHOWN HEREON IS PER THE TITLE COMMITMENT NOTED BELOW, AND WAS USED TO PLOT THE PROPERTY BOUNDARIES SHOWN HEREON. SAID LEGAL DESCRIPTION CONTAINS NO GAPS, GORES OR OVERLAPS RELATED TO THE SUBJECT PARCEL.

EASEMENTS . . . . . PLOTTABLE EASEMENTS ARE SHOWN FROM THE TITLE COMPANY SUPPLIED TITLE REPORT AS NOTED BELOW. NON-PLOTTABLE ONES ARE NOTED ON THE SURVEY AS HAVING "EFFECT ON". BECAUSE OUR SERVICE IS LIMITED TO REPORTING ON EASEMENT LOCATIONS WE STRONGLY RECOMMEND LEGAL COUNSEL BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.

TITLE REPORT . . . . . FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NCS-1131124-SD , DATED MAY 11, 2022.

◯ – INDICATES TITLE COMMITMENT EXCEPTION NO.

AREA . . . . . BASED UPON MEASURED BEARINGS AND DISTANCES AS SHOWN HEREON, THE AREA IS:

135,641 SQ. FT. ± 3.1139 ACRES

FLOOD ZONE. . . . . SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE "D" (AREA IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 06037C1405F, DATED SEPTEMBER 26, 2008, PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

STREET WIDENING. . . . . THERE IS NO OBSERVABLE EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION. CONTACT LOCAL AGENCIES FOR ANY PROPOSED R.O.W. IMPROVEMENTS.

ACCESS . . . . . VEHICULAR & PEDESTRIAN ACCESS TO THE PROPERTY ARE PROVIDED BY THE PUBLIC RIGHT-OF-WAY KNOWN AS ST. JOSEPH STREET, ROLYN PLACE AND SANTA ANITA AVENUE.

WETLAND . . . . . THE SUBJECT PROPERTY IS NOT IN A DESIGNATED WETLAND AREA PER THE U.S. FISH AND WILDLIFE SERVICE, NATIONAL WETLAND INVENTORY.

ZONING . . . . . PER CITY OF ARCADIA ZONING MAP:

(MU) – MIXED USE
(C-M) – COMMERCIAL MANUFACTURING
(SP-AP) – SPECIFIC PLAN-ARROYO PACIFIC

SEE SURVEYOR'S NOTE NO. 4.

PARKING . . . . . BASED UPON PARKING STRUCTURE STRIPING, THE PARKING IS:

STANDARD SPACES	 134
HANDICAPPED SPACES	 7
TOTAL	 141

TOPOGRAPHY . . . . . BY GROUND SURVEY METHODS AND COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.

EFFECT OF . . . . . TAXES, ASSESSMENTS AND LIENS

① ② ③ ④ ⑤ ⑥

EFFECT OF . . . . . AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 27, 1923 IN BOOK 11895, PAGE 365, O.R. PLOTTED: SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑤

EFFECT OF . . . . . COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED JUNE 13, 1944 IN BOOK 21044, PAGE 42, O.R. NOT PLOTTABLE.

⑥

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 17, 1946 IN BOOK 23214, PAGE 165, O.R. PLOTTED: SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑦

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 17, 1946 IN BOOK 23239, PAGE 101, O.R. PLOTTED: SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑧

EFFECT OF . . . . . AN EASEMENT FOR POLES AND CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 4, 1950 AS INSTRUMENT NO. 3158 IN BOOK 37772, PAGE 48, O.R. PLOTTED: SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑨

EFFECT OF . . . . . AN EASEMENT FOR POLES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 20, 1951 AS INSTRUMENT NO. 2473 IN BOOK 37896, PAGE 265, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑩

EFFECT OF . . . . . AN EASEMENT FOR WIRES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 19, 1959 IN BOOK D404, PAGE 244, O.R. PLOTTED: SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑪

EFFECT OF . . . . . AN EASEMENT FOR WATER MAIN AND INCIDENTAL PURPOSES AS SHOWN ON TRACT NO. 24181 RECORDED MARCH 26, 1959 IN BOOK 643, PAGE 43, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑫

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 12, 1959 AS INSTRUMENT NO. 3420, O.R. PLOTTED: SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑬

EFFECT OF . . . . . AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 12, 1959 IN BOOK D500, PAGE 748, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑭

EFFECT OF . . . . . AN EASEMENT FOR POLE LINES AND CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 16, 1961 IN BOOK D1365, PAGE 52, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑮

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES NO INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 19, 1961 AS INSTRUMENT NO. 4113, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑯

EFFECT OF . . . . . AN EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 19, 1961 AS INSTRUMENT NO. 4114, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑰

EFFECT OF . . . . . AN EASEMENT FOR SURFACE WATER DRAINAGE INCLUDING THE RIGHT TO LAY A PIPELINE FOR THE PURPOSE OF CARRYING SAID SURFACE WATER AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 9, 1972 AS INSTRUMENT NO. 2805, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

⑱

EFFECT OF . . . . . THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE CENTRAL REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED DECEMBER 28, 1973 AS INSTRUMENT NO. 4927, O.R. NOT PLOTTABLE.

⑲

EFFECT OF . . . . . THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE ARCADIA REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED DECEMBER 28, 1973 AS INSTRUMENT NO. 4927, O.R. NOT PLOTTABLE.

⑳

EFFECT OF . . . . . COVENANT AND AGREEMENT TO DEVELOP AND HOLD PROPERTY AS ONE PARCEL RECORDED DECEMBER 12, 1984 AS INSTRUMENT NO. 84-1457302, O.R. NOT PLOTTABLE.

㉑

EFFECT OF . . . . . CONDITIONS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED MARCH 4, 1987 AS INSTRUMENT NO. 87-327969, O.R. NOT PLOTTABLE.

㉒

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 12, 2001 AS INSTRUMENT NO. 2001-2380258, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

㉓

EFFECT OF . . . . . NOTICE OF PENDENCY OF ACTION RECORDED DECEMBER 13, 2010 AS INSTRUMENT NO. 20101637946, O.R. NOT PLOTTABLE.

㉔

EFFECT OF . . . . . A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED MARCH 5, 2012 AS INSTRUMENT NO. 2012-342644, O.R. NOT PLOTTABLE

㉕

EFFECT OF . . . . . THE TERMS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "GRANT AND DECLARATION OF EASEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS" RECORDED FEBRUARY 6, 2017 AS INSTRUMENT NO. 2017-152006, O.R. NOT PLOTTED. EASEMENT BLANKET IN NATURE.

㉖

EFFECT OF . . . . . THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "THIRD PARTY LENDER AGREEMENT" RECORDED APRIL 17, 2013 AS INSTRUMENT NO. 20130496530, O.R. NOT PLOTTABLE.

㉗

EFFECT OF . . . . . MEMORANDUM OF OPTION RECORDED JUNE 15, 2018 AS INSTRUMENT NO. 20180542681, O.R. NOT PLOTTABLE.

㉘

EFFECT OF . . . . . AN EASEMENT FOR PUBLIC WALKWAY PURPOSES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 1, 2018 AS INSTRUMENT NO. 20180109948, O.R. PLOTTED. SEE EASEMENT EXHIBIT MAP ON SHEET 2.

㉙

EFFECT OF . . . . . A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED OCTOBER 11, 2019 AS INSTRUMENT NO. 20191084481, O.R. NOT PLOTTABLE

㉚

EFFECT OF . . . . . A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED OCTOBER 8, 2021 AS INSTRUMENT NO. 20211539446, O.R. NOT PLOTTABLE

㉛

EFFECT OF . . . . . WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

㉜

EFFECT OF . . . . . RIGHTS OF PARTIES IN POSSESSION.

㉝

CONTROL NOTES:

HORIZONTAL CONTROL :

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, (CCS83), ZONE V, (2017.50) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801–8819. SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FIELD–OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

LONG	34–06–42.84283Z	118–00–13.29125E	74.357ft	CTS /CORS
CITT	34–08–12.15518S	118–07–38.34081E	1594.409ft	CTS /CORS
MWRA	34–02–35.45988S	118–03–33.34162E	457.13ft	CTS /CORS
GWRS	34–02–50.81245	118–08–46.43168S	154.486ft	CTS /CORS

VERTICAL CONTROL :

VERTICAL VALUES SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) UTILIZING COUNTY OF LOS ANGELES BENCHMARKS LISTED BELOW:

BENCHMARK NUMBER : 1604574

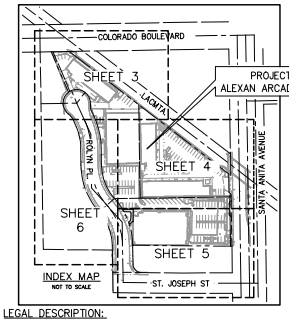
DESCRIPTION: DPW BM TAG IN S END C.B. 20FT N/O BCR @ NE COR FOOTHILL BLVD & SANTA ANITA AVENUE.

ELEVATION : 547.000 FEET
QUAD YEAR : 2013

BENCHMARK NUMBER : 1605421

DESCRIPTION: LACO BM TAG IN N CB FOOTHILL BLVD ± 32.8FT E/O C/L PROD NORTH VIEW AVENUE.

ELEVATION : 547.790 FEET
QUAD YEAR : 2013



INDEX MAP
NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHEASTERLY 10 FEET OF LOT 11 AND ALL OF LOTS 12 AND 13 AND THE NORTHERLY 10 FEET OF LOT 14 OF TRACT NO. 24181, IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 643 PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 2 OF TRACT NO. 949, IN THE C ITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 1° 03' 43" EAST ALONG THE EAST LINE OF LOT 2, 60.00 FEET; THENCE SOUT H 89° 56' 17" WEST 264.22 FEET; THENCE NORTH 1° 03' 43" WEST 269.72 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 52° 37' 18" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 337.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED ON JUNE 17, 2013 AS INSTRUMENT NO. 2013-867265, OF OFFICIAL RECORDS.

PARCEL 2A:

AN EASEMENT FOR PIPELINE AND SURFACE WATER DRAINAGE OVER THE NORTHERLY 3 FEET OF LOT 2 OF TRACT NO. 24181, IN THE CITY OF ARCADIA, COUNTY OF LO S ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 643, PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 91.22 FEET.

PARCEL 3A:

PARCEL 1 OF PARCEL MAP NO. 17815, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 183 PAGES 64 AND 65, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED O N OCTOBER 28, 2013 AS INSTRUMENT NO. 2013-1532988, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED ON FEBRUARY 01, 2018 AS INSTRUMENT NO. 2018-109947, OF OFFICIAL RECORDS.

PARCEL 3B:

LOTS 14, 15, 16 AND 17 OF TRACT NO. 24181, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 643, PAGE(S) 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 10.00 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 14.

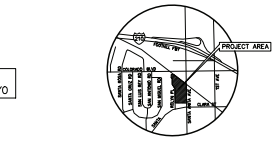
EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED ON FEBRUARY 01, 2018 AS INSTRUMENT NO. 2018-109947, OF OFFICIAL RECORDS.

APN: 5775–022–038 (AFFECTS PORTION OF PARCEL 1)
5775–022–039 (AFFECTS PORTION OF PARCEL 1)
5775–022–046 (AFFECTS PARCEL 2)
5775–022–047 (AFFECTS PARCEL 3B)
5775–022–048 (AFFECTS PORTION OF PARCEL 3A) AND
5775–022–049 (AFFECTS PORTION OF PARCEL 3A)

SURVEYOR'S NOTES:

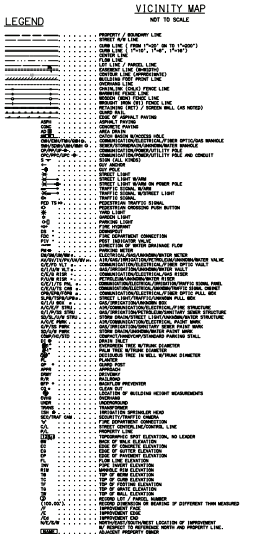
THIS SURVEY HAS BEEN PREPARED FOR TITLE INSURANCE AND DESIGN PURPOSES

1. THE BOUNDARY DATA AND TITLE MATTERS AS SHOWN HEREON HAVE BEEN DEVELOPED FROM THE REFERENCED TITLE REPORT.
2. BEFORE USING THIS MAP FOR DESIGN OR CONSTRUCTION PURPOSES, ALL EASEMENTS OF RECORD AND SETBACK LINES DEFINED IN COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD AFFECTING THIS PROPERTY SHOULD BE PLOTTED ON THIS MAP FROM A CURRENT TITLE REPORT. IF NO TITLE REPORT WAS FURNISHED, OUR CLIENT IS URGED TO FURNISH A CURRENT TITLE REPORT SO THAT THESE EASEMENT AND SETBACK LINES OF RECORD CAN BE PLOTTED ON THIS MAP.
3. THIS SURVEY DOES NOT INCLUDE EASEMENTS EXCEPT THOSE SPECIFICALLY DELINEATED HEREON, NOR DOES IT SHOW THE LOCATION OF, OR ENCROACHMENTS BY SUBSURFACE FOOTINGS AND/OR FOUNDATIONS OF BUILDINGS SHOWN ON THIS MAP.
4. IF UNDERGROUND PUBLIC UTILITIES AND OTHER SUBSTRUCTURES, ZONES, SET BACK AND STREET WIDENING DATA ARE SHOWN HEREON, IT IS FOR INFORMATION ONLY, HAVING BEEN OBTAINED FROM A GENERAL REQUEST AT THE LOCAL AGENCY'S PUBLIC COUNTER AND/OR OTHER SOURCES NOT CONNECTED WITH THIS COMPANY. NO REPRESENTATION IS MADE AS TO THE ACCURACY, CURRENCY OR COMPLETENESS OF SAID INFORMATION AND ANY USERS OF SAID INFORMATION IS URGED TO CONTACT THE UTILITY OR LOCAL AGENCY DIRECTLY.
5. BEARINGS AND DISTANCES DEPICTED HEREON FOR BOUNDARY OF SUBJECT PARCEL CONSTITUTE A CLOSED FIGURE HOLDING THE AREA CALCULATIONS ALSO DEPICTED HEREON, UNLESS OTHERWISE NOTED.



VICINITY MAP
NOT TO SCALE

LEGEND



SURVEYOR'S CERTIFICATE:

TO: (A) SVPP PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCEL 1; (B) JULIE A. ULGOOKAZ, TRUSTEE OF THE PHYLLIS B. WINNAMAN IRREVOCABLE TRUST DATED DECEMBER 23, 2015, AS TO PARCEL 2; (C) VIA PROPERTIES I, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCELS 3A AND 3B; (D) FIRST AMERICAN TITLE INSURANCE COMPANY; AND (E) EACH OF THEIR AFFILIATES, SUCCESSORS AND ASSIGNS;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)1, 7(c), 8, 9, 13, 14 AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 1, 2022.

DANIEL L. RANC
PLS 9428
PCSMAS

DATE: 7/25/2022

NOTE: SECTION 8726(c) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE STATES THAT THE USE OF THE WORD CERTIFY OR CERTIFICATION BY A LICENSED LAND SURVEYOR IN THE PRACTICE OF LAND SURVEYING OR THE PREPARATION OF SURVEY OR TOPOGRAPHIC DOCUMENTS ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

BRH		
BRH		
DLR		

(SEE VERTICAL NOTES ON SHEET 1)

PSOMAS
555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 fax
www.psomas.com

ALTA/NSPS LAND TITLE AND DESIGN SURVEY FOR:
MAPLE MULTI-FAMILY LAND CA, L.P.
ALEXAN ARCADIA ARROYO
325 N. SANTA ANITA AVENUE
IN THE CITY OF ARCADIA COUNTY OF LOS ANGELES STATE OF CALIFORNIA

JULY 1, 2022
NO SCALE
1
6
1MP050200 T100

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248 East Third Street
Long Beach, CA 90802
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NOT FOR CONSTRUCTION

TCR
TRAMMELL CROW RESIDENTIAL
2999 OAKMONT DRIVE, SUITE 140
CARLSBAD, CA 92009

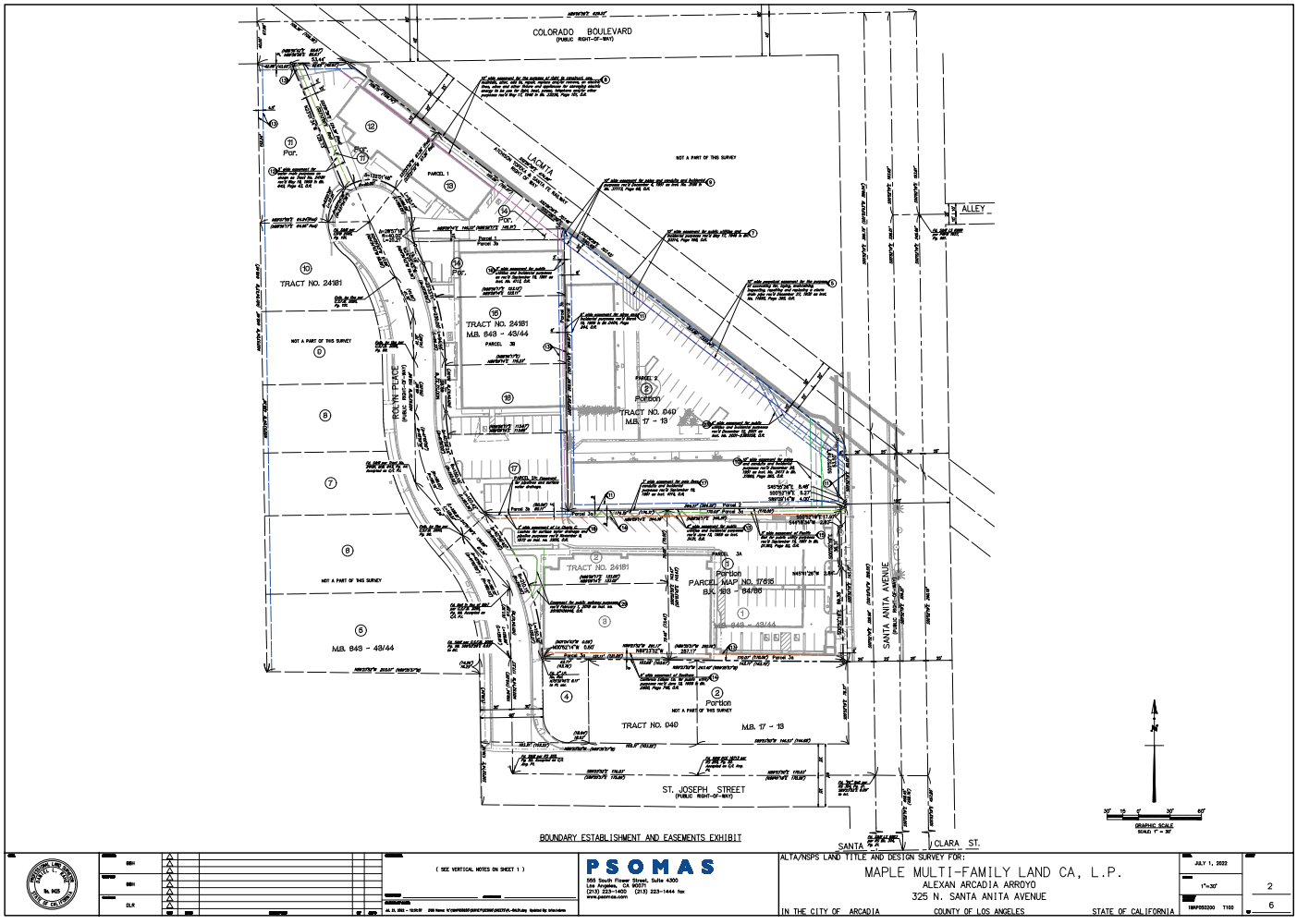
ALEXAN ARROYO
325 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/07/22
ENTITLEMENT RESUBMITTAL	12/23/22
ENTITLEMENT RESUBMITTAL	3/20/23

SURVEY

A0.05

FOR REFERENCE ONLY



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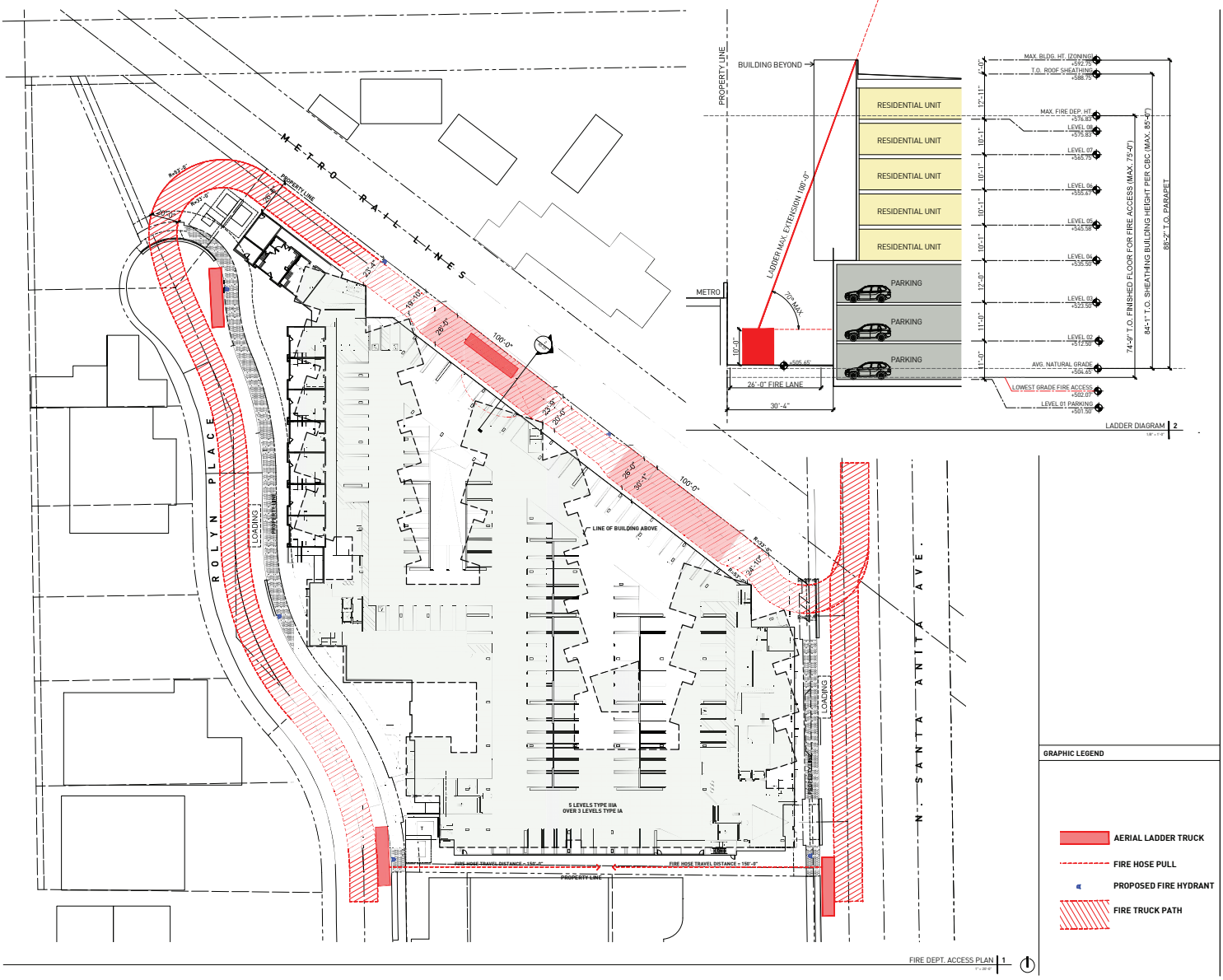
CARLSBAD, CA 92008

ALEXAN ARROYO
325 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

SURVEY

A0.06

FOR REFERENCE ONLY



GRAPHIC LEGEND

- AERIAL LADDER TRUCK
- FIRE HOSE PULL
- PROPOSED FIRE HYDRANT
- FIRE TRUCK PATH

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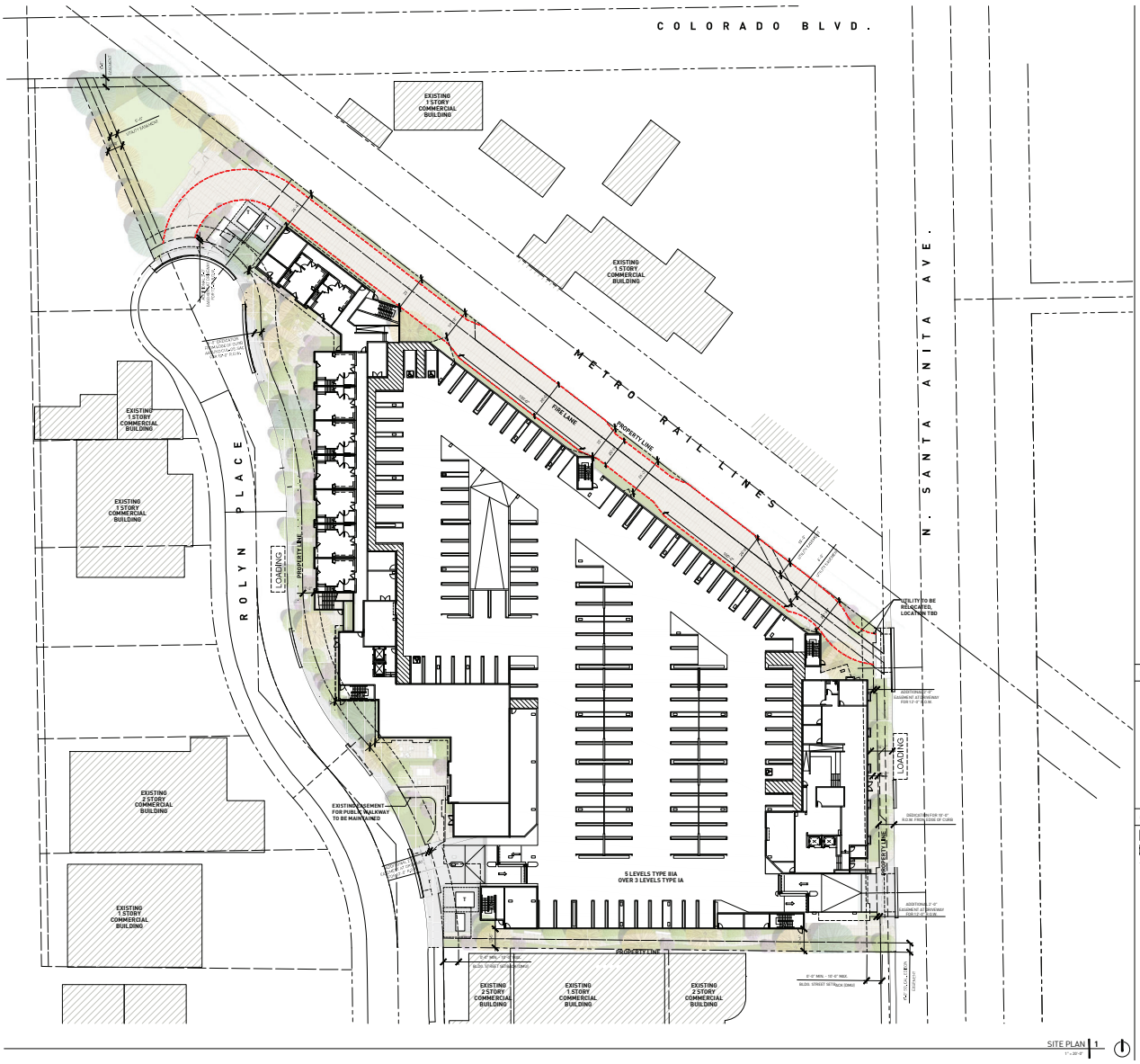
CARLSBAD, CA 92008

ALEXAN ARROYO
355 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/27/22
ENTITLEMENT RESUBMITTAL	12/22/22
ENTITLEMENT RESUBMITTAL	5/26/23

FIRE DEPT. ACCESS PLAN

A0.25



SITE PLAN 1
1" = 30'-0"

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.

GRAPHIC LEGEND

- AREA OF NEW BUILDING OUTLINE ABOVE GRADE
- EXISTING BUILDING
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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CARLSBAD, CA 92008

ALEXAN ARROYO
321 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 7-251

△	ISSUANCE NAME	DATE
	ENTITLEMENT RESUBMITTAL	08/02/21
	ENTITLEMENT RESUBMITTAL	10/22/21
	ENTITLEMENT RESUBMITTAL	3/30/22

SITE PLAN

A0.50

LEVEL 01 FLOOR PLAN 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.
2. PER CBC11B-250.1, CIRCULATION PATHS CONTIGUOUS TO VEHICULAR TRAFFIC SHALL BE PHYSICALLY SEPARATED FROM VEHICULAR TRAFFIC. VEHICULAR TRAFFIC INCLUDES TRAVEL THROUGH PARKING FACILITIES, INTO AND OUT OF PARKING SPACES, INTO AND OUT OF ELECTRIC VEHICLE CHARGING SPACES, AND ALONG ROADWAYS, DRIVEWAYS AND DRIVE AISLES. PHYSICAL SEPARATION SHALL BE PROVIDED WITH CIRCULATION PATHS RAISED 4 INCHES (102 MM) MINIMUM ABOVE THE AREA WHERE VEHICULAR TRAFFIC OCCURS.
3. FIRE LANE TO BE MARKED WITH SIGNAGE.

GRAPHIC LEGEND

- AF — INDICATES AFFORDABLE UNIT
- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T — TRANSFORMER

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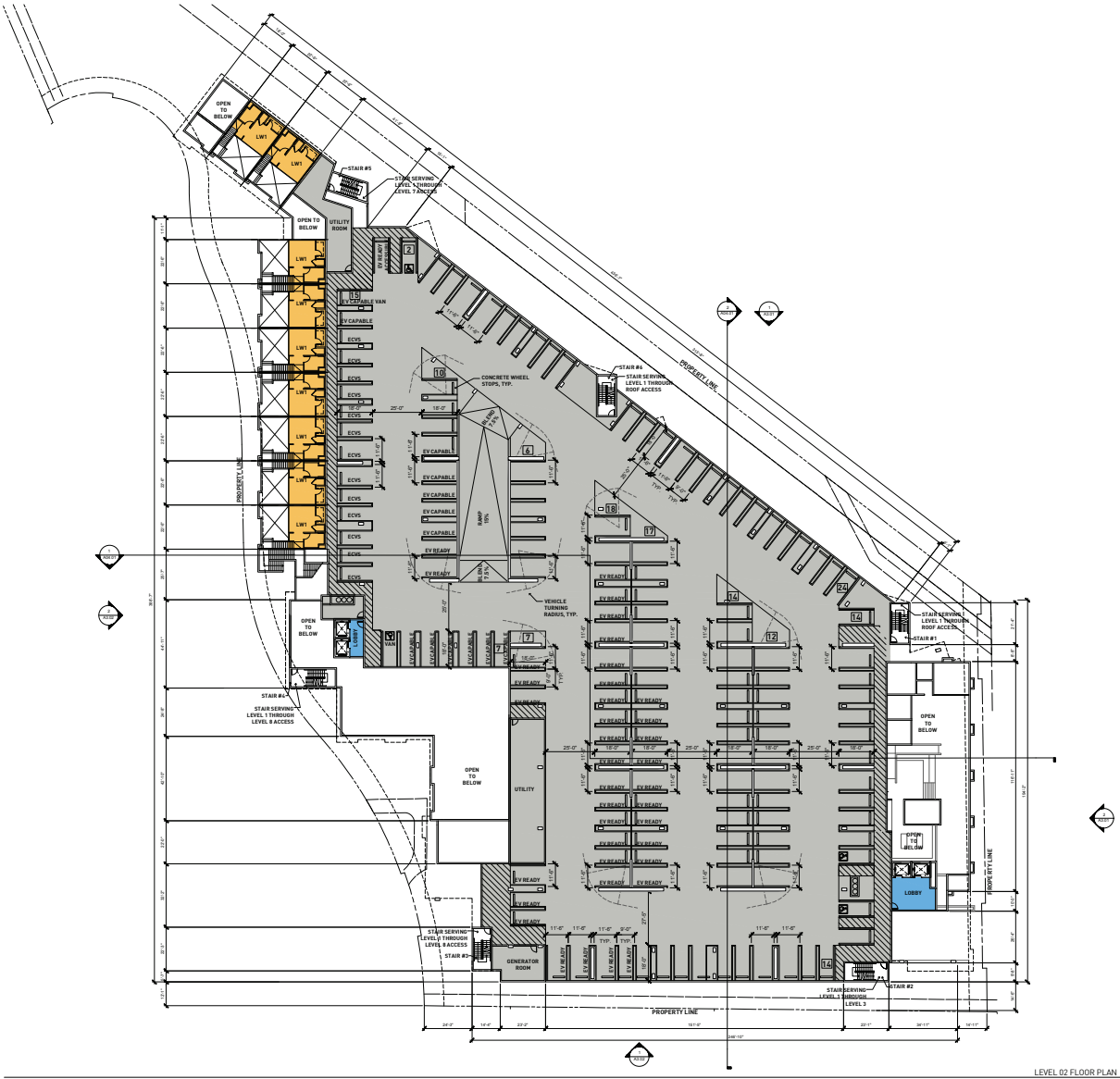
CARLSBAD, CA 92008

ALEXAN ARROYO
328 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 7-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/31/2025
ENTITLEMENT RESUBMITTAL	12/19/2025
ENTITLEMENT RESUBMITTAL 2	3/6/2026

LEVEL 01
FLOOR PLAN

A1.01



LEVEL 02 FLOOR PLAN 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.
2. PER CBC11B-250.1, CIRCULATION PATHS CONTIGUOUS TO VEHICULAR TRAFFIC SHALL BE PHYSICALLY SEPARATED FROM VEHICULAR TRAFFIC. VEHICULAR TRAFFIC INCLUDES TRAVEL THROUGH PARKING FACILITIES, INTO AND OUT OF PARKING SPACES, INTO AND OUT OF ELECTRIC VEHICLE CHARGING SPACES, AND ALONG ROADWAYS, DRIVEWAYS AND DRIVE AISLES. PHYSICAL SEPARATION SHALL BE PROVIDED WITH CIRCULATION PATHS RAISED 4 INCHES (102 MM) MINIMUM ABOVE THE AREA WHERE VEHICULAR TRAFFIC OCCURS.

GRAPHIC LEGEND

AF INDICATES AFFORDABLE UNIT

- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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CARLSBAD, CA 92009

ALEXAN ARROYO
324 N. LAKE AVENUE, PASADENA, CA 91101
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/29/21
ENTITLEMENT RESUBMITTAL	03/25/22
ENTITLEMENT RESUBMITTAL 2	06/24/22

LEVEL 02 FLOOR PLAN

A1.02

LEVEL 03 FLOOR PLAN 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.
2. PER CBC11B-250.1, CIRCULATION PATHS CONTIGUOUS TO VEHICULAR TRAFFIC SHALL BE PHYSICALLY SEPARATED FROM VEHICULAR TRAFFIC. VEHICULAR TRAFFIC INCLUDES TRAVEL THROUGH PARKING FACILITIES, INTO AND OUT OF PARKING SPACES, INTO AND OUT OF ELECTRIC VEHICLE CHARGING SPACES, AND ALONG ROADWAYS, DRIVEWAYS AND DRIVE AISLES. PHYSICAL SEPARATION SHALL BE PROVIDED WITH CIRCULATION PATHS RAISED 4 INCHES (102 MM) MINIMUM ABOVE THE AREA WHERE VEHICULAR TRAFFIC OCCURS.

GRAPHIC LEGEND

- AF INDICATES AFFORDABLE UNIT
- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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CARLSBAD, CA 92009

ALEXAN ARROYO
324 N. LAKE AVENUE, PASADENA, CA
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/29/21
ENTITLEMENT RESUBMITTAL	03/25/22
ENTITLEMENT RESUBMITTAL 2	10/14/22

LEVEL 03 FLOOR PLAN

A1.03

LEVEL 04 FLOOR PLAN 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 36 INCHES IN WIDTH OR DEPTH.

GRAPHIC LEGEND

AF INDICATES AFFORDABLE UNIT

- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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ALEXAN ARROYO
324 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 3-21

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/22/21
ENTITLEMENT RESUBMITTAL	12/22/21
ENTITLEMENT RESUBMITTAL	3/25/22

LEVEL 04 FLOOR PLAN

A1.04

LEVEL 05 FLOOR PLAN 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.

GRAPHIC LEGEND

- AF INDICATES AFFORDABLE UNIT
- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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CARLSBAD, CA 92009

ALEXAN ARROYO
321 N. SAN YSIDRO AVE.
SAN YSIDRO, CA 92173
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/2/23
ENTITLEMENT RESUBMITTAL	12/22/23
ENTITLEMENT RESUBMITTAL	3/22/24

LEVEL 05
FLOOR PLAN

A1.05

LEVEL 06 FLOOR PLAN | 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.

GRAPHIC LEGEND

- AF INDICATES AFFORDABLE UNIT
- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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CARLSBAD, CA 92009

ALEXAN ARROYO
324 N. SAN FERNANDO AVE.
BURBANK, CA 91502
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/29/21
ENTITLEMENT RESUBMITTAL	3/25/22
ENTITLEMENT RESUBMITTAL 2	5/20/22

LEVEL 06
FLOOR PLAN

A1.06

LEVEL 07 FLOOR PLAN 1

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.

GRAPHIC LEGEND

- (A#) INDICATES AFFORDABLE UNIT
- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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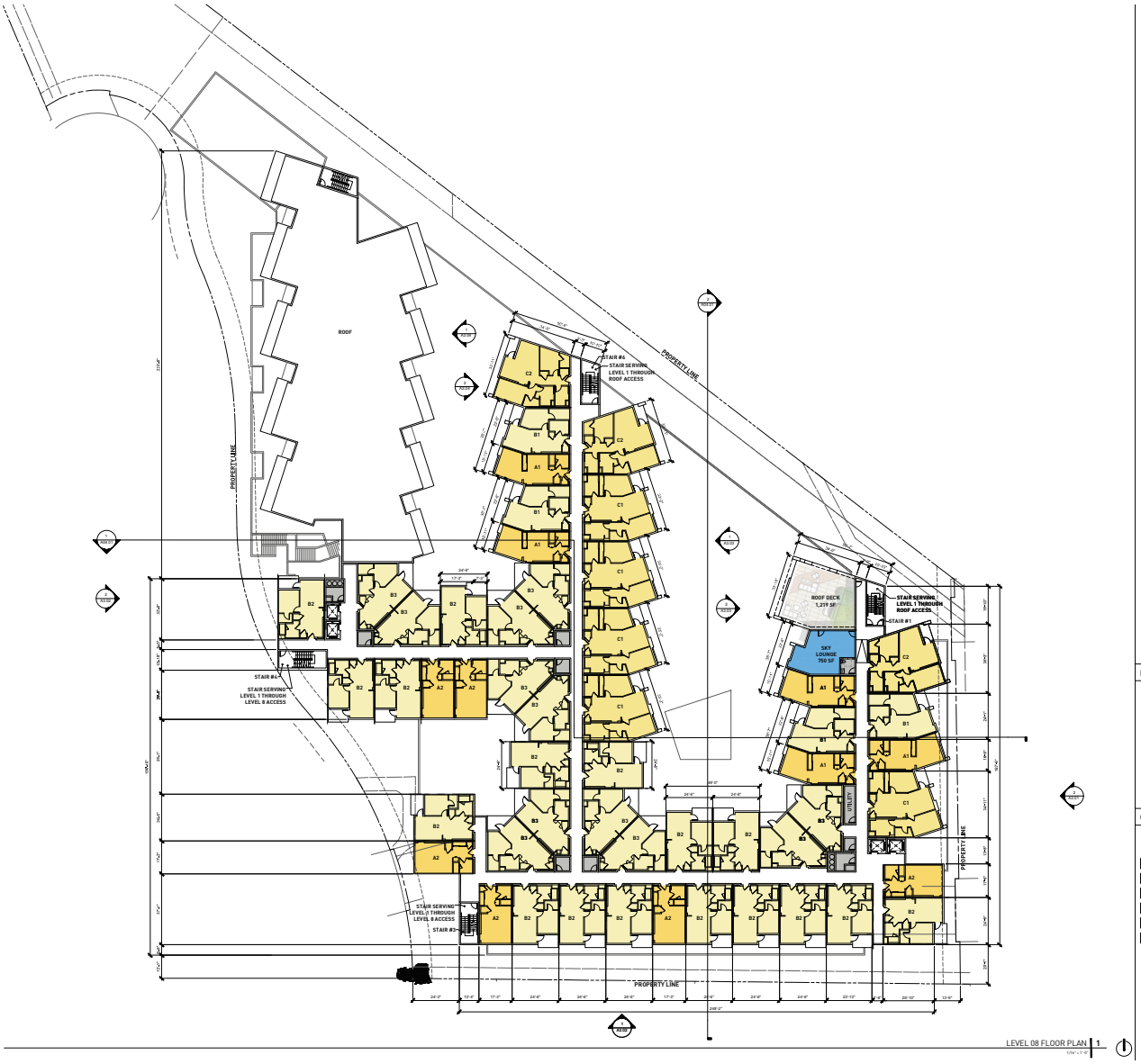
CARLSBAD, CA 92008

ALEXAN ARROYO
324 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 3-7-21

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	09/30/22
ENTITLEMENT RESUBMITTAL	12/16/22
ENTITLEMENT RESUBMITTAL	3/24/23

LEVEL 07
FLOOR PLAN

A1.07



LEVEL 08 FLOOR PLAN | 1

1/16" = 1'-0"

NOTES

1. PER AMC 9102.05.040.E.2, PRIVATE BALCONIES WILL NOT BE LESS THAN 30 INCHES IN WIDTH OR DEPTH.

GRAPHIC LEGEND

- A# INDICATES AFFORDABLE UNIT
- STUDIO
- 1 BEDROOM
- 2 BEDROOM
- LIVE WORK
- AMENITY
- PARKING / UTILITY
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF THE BLDG. ABOVE
- T TRANSFORMER

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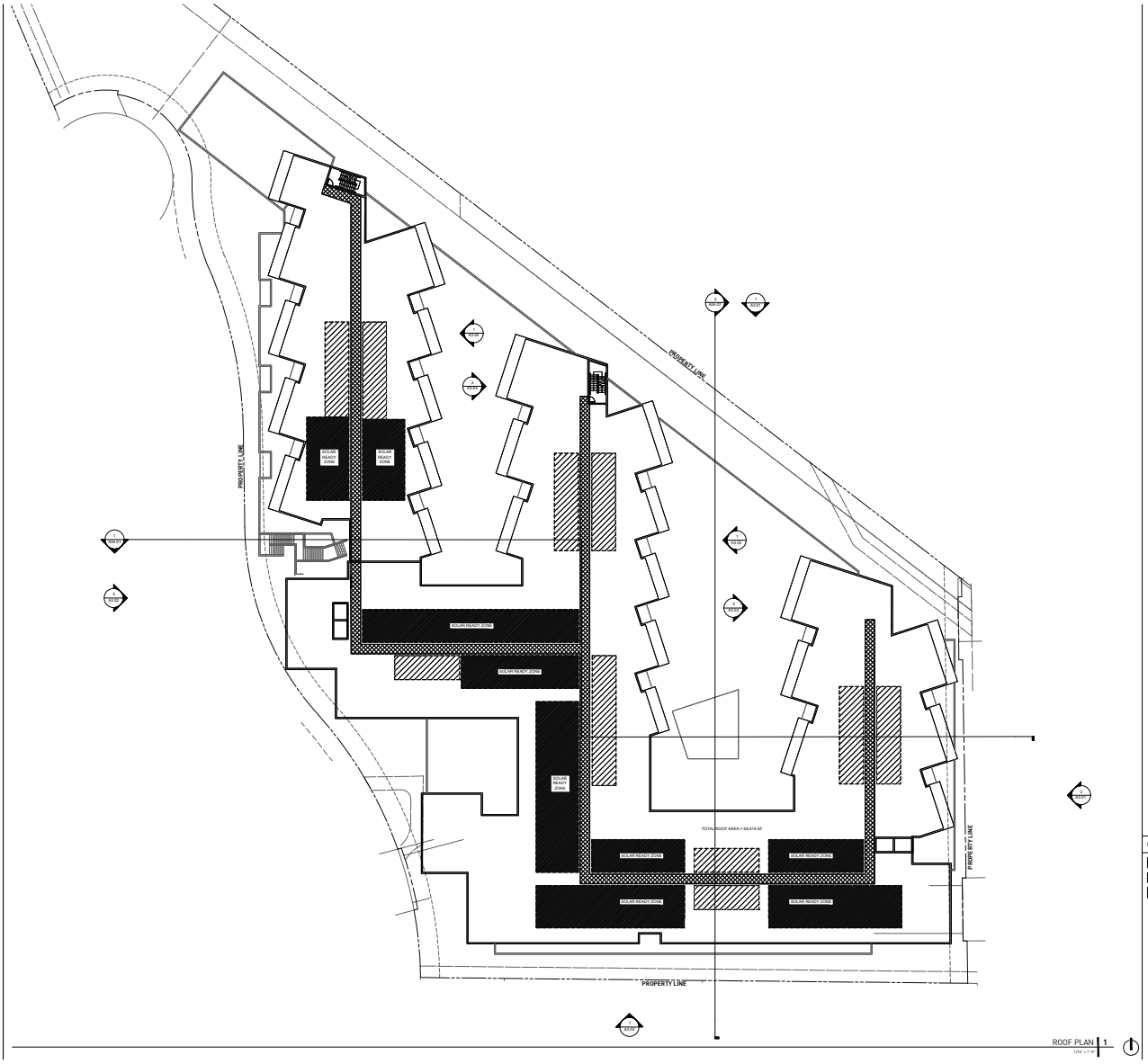
ALEXAN ARROYO
324 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 3-21

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	09/30/22
ENTITLEMENT RESUBMITTAL	12/16/22
ENTITLEMENT RESUBMITTAL 2	03/31/23

LEVEL 08
FLOOR PLAN

A1.08



ROOF PLAN 1
1/16" = 1'-0"

GRAPHIC LEGEND

- ROOF WALKWAY PATH
- PROPOSED AREA FOR MECH. CONDENSER UNITS
- DEDICATED FUTURE SOLAR READY ZONE, 15% OF TOTAL ROOF AREA

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CARLSBAD, CA 92009

ALEXAN ARROYO
324 N. SAN YSIDRO AVE.
SAN YSIDRO, CA 92173
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	08/30/22
ENTITLEMENT RESUBMITTAL 1	11/30/22
ENTITLEMENT RESUBMITTAL 2	02/24/23

ROOF PLAN

A1.09

NORTH ELEVATION | 1

1/16" = 1'-0"

EAST ELEVATION | 2

1/16" = 1'-0"

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CARLSBAD, CA 92008

ALEXAN ARROYO
300 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 7-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	09.09.22
ENTITLEMENT RESUBMITTAL	12.16.22
ENTITLEMENT RESUBMITTAL 2	3.20.23

EXTERIOR ELEVATIONS

A3.01

SOUTH ELEVATION | 1

WEST ELEVATION | 2

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ALEXAN ARROYO
301 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 7-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/20/21
ENTITLEMENT RESUBMITTAL	12/22/21
ENTITLEMENT RESUBMITTAL 2	3/25/22

EXTERIOR ELEVATIONS

A3.02

COURTYARD 1 EAST ELEVATION | 1

COURTYARD 1 WEST ELEVATION | 2

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ALEXAN ARROYO
300 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 7-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/31/2022
ENTITLEMENT RESUBMITTAL	12/23/2022
ENTITLEMENT RESUBMITTAL 2	3/24/2023

EXTERIOR ELEVATIONS

A3.03

COURTYARD 2 EAST ELEVATION | 1

1/16" = 1'-0"

COURTYARD 2 WEST ELEVATION | 2

1/16" = 1'-0"

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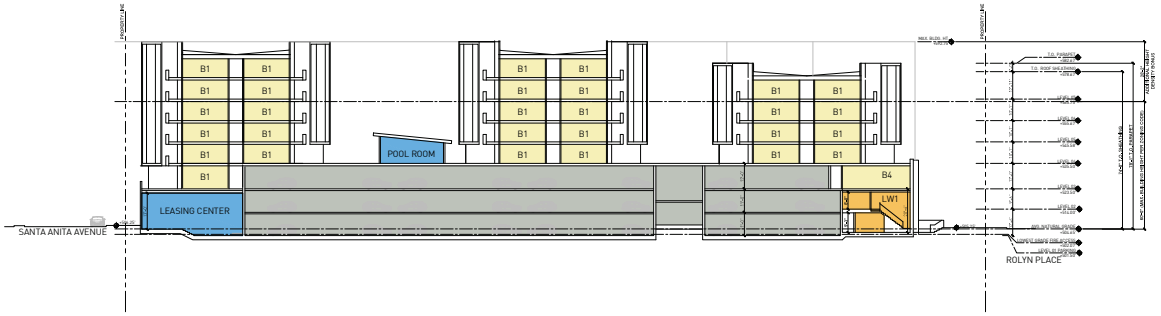
CARLSBAD, CA 92008

ALEXAN ARROYO
300 N. SANTA ANITA AVE,
ARCADIA, CA 91006
PROJECT NUMBER: 2-251

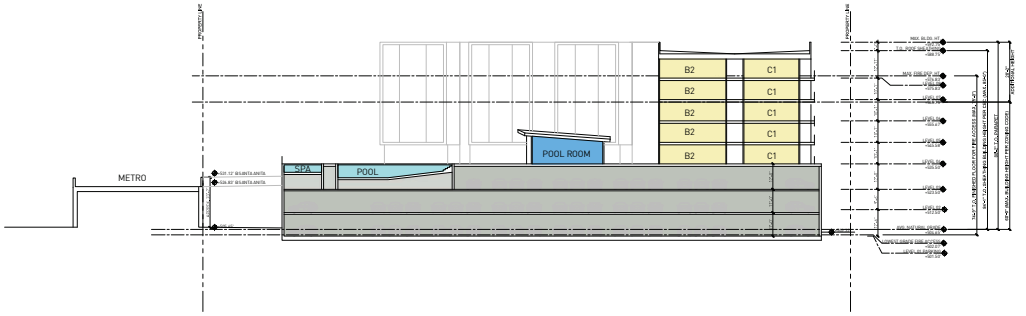
ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/20/2021
ENTITLEMENT RESUBMITTAL	12/22/2021
ENTITLEMENT RESUBMITTAL	3/25/2022

EXTERIOR ELEVATIONS

A3.04



SECTION 1 | 1



SECTION 2 | 2

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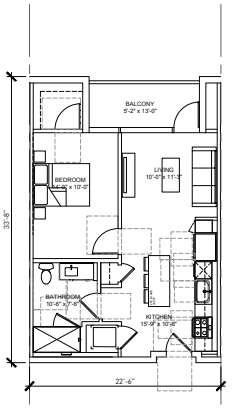
CARLSBAD, CA 92008

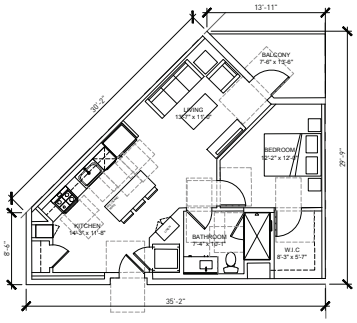
ALEXAN ARROYO
325 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 3-251

BUILDING SECTIONS

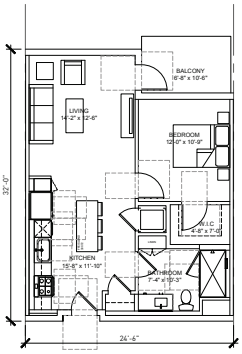
A4.01



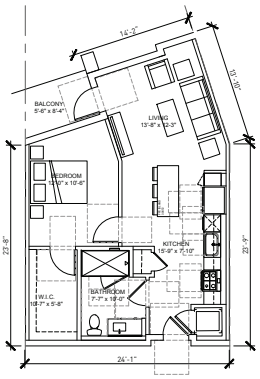
UNIT B4 (9 UNITS @ 697 SF) | 7



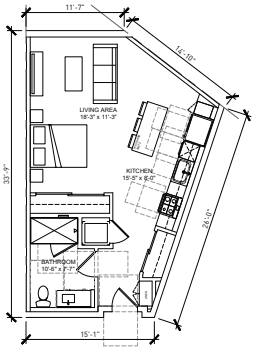
UNIT B3 (59 UNITS @ 739 SF) | 6



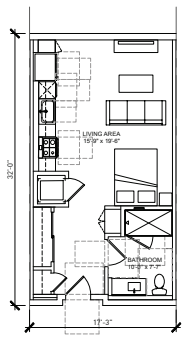
UNIT B2 (89 UNITS @ 725 SF) | 5



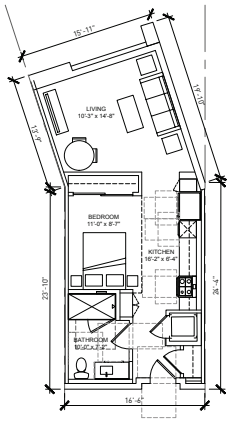
UNIT B1 (42 UNITS @ 738 SF) | 4



UNIT A3 (1 UNIT @ 628 SF) | 3



UNIT A2 (40 UNITS @ 538 SF) | 2



UNIT A1 (42 UNITS @ 638 SF) | 1

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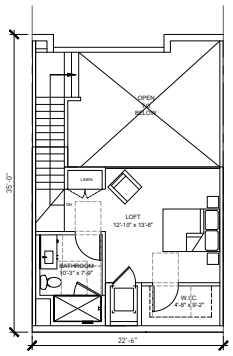
5790 FLEET STREET, SUITE 140
CARLSBAD, CA 92009

ALEXAN ARROYO
324 N. SAN FERNANDO AVE.
LOS ANGELES, CA 90065
PROJECT NUMBER: 21-251

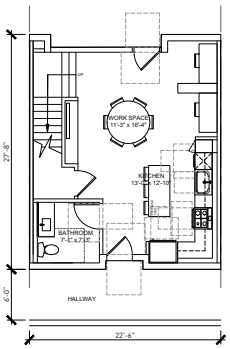
ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	10/22/2021
ENTITLEMENT RESUBMITTAL	12/22/2021
ENTITLEMENT RESUBMITTAL 2	3/25/2022

ENLARGED UNIT PLANS

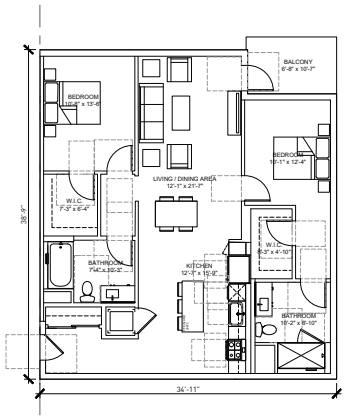
A6.01



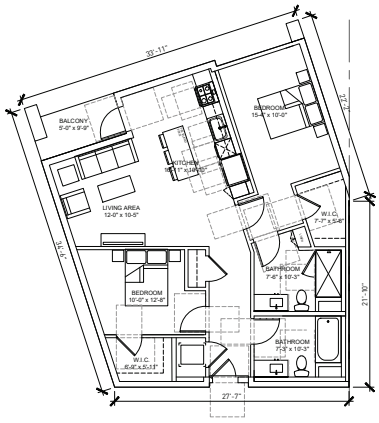
UNIT LW1-MEZZ | 5



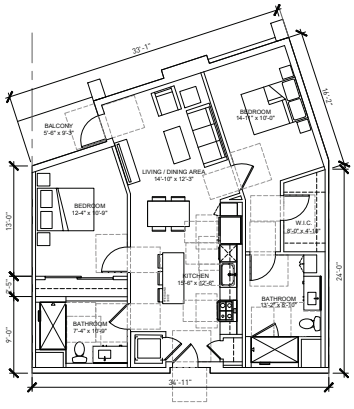
UNIT LW1 (9 UNITS @ 1028 SF) | 4



UNIT C3 (4 UNITS @ 1296 SF) | 3



UNIT C2 (24 UNITS @ 1137 SF) | 2



UNIT C1 (40 UNITS @ 1151 SF) | 1

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5790 FLEET STREET, SUITE 140
CARLSBAD, CA 92009

ALEXAN ARROYO
324 N. SAN FERNANDO AVE.
LOS ANGELES, CA 90065
PROJECT NUMBER: 21-251

△	ISSUANCE NAME	DATE
	ENTITLEMENT RESUBMITTAL	10/20/22
	ENTITLEMENT RESUBMITTAL	12/22/22
	ENTITLEMENT RESUBMITTAL	3/24/23

ENLARGED UNIT PLANS

A6.02

VIEW LOOKING NORTHWEST ON SANTA ANITA AVE

VIEW LOOKING WEST FROM THE METRO LINE

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321 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/20/22
ENTITLEMENT RESUBMITTAL	3/24/23

CONCEPTUAL EXTERIOR RENDERINGS

A7.01

VIEW OF COURTYARD 1 AND POOL ROOM LOOKING NORTH

INTERIOR VIEW OF POOL ROOM

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ALEXAN ARROYO
321 N. SAN FERNANDO AVE.
LOS ANGELES, CA 90065
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/20/22
ENTITLEMENT RESUBMITTAL	12/16/22

CONCEPTUAL POOL ROOM RENDERINGS

A7.02

PREVIOUSLY PROPOSED MASSING 09/05/2023

REVISED MASSING: VIEW LOOKING SOUTHEAST ON ROLYN PLACE

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ALEXAN ARROYO
331 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	10/20/23
ENTITLEMENT RESUBMITTAL 2	12/15/23

HEIGHT REDUCTION: CONCEPTUAL RENDERING COMPARISON

A7.10

PREVIOUSLY PROPOSED MASSING 09/05/2023

REVISED MASSING: VIEW OF LIVE-WORK UNITS

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ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	12/20/23
ENTITLEMENT RESUBMITTAL	3/28/24

HEIGHT REDUCTION: CONCEPTUAL RENDERING COMPARISON
A7.11

PREVIOUSLY PROPOSED MASSING 09/05/2023

REVISED MASSING: AERIAL VIEW

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LOS ANGELES, CA 90065
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	09/05/23
ENTITLEMENT RESUBMITTAL	12/20/23
ENTITLEMENT RESUBMITTAL	5/24/24

HEIGHT REDUCTION: CONCEPTUAL RENDERING COMPARISON

A7.12

PREVIOUSLY PROPOSED MASSING 09/05/2023

REVISED MASSING: VIEW FROM SAN MIGUEL DRIVE LOOKING NORTHEAST

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ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	09/05/23
ENTITLEMENT RESUBMITTAL	12/22/23

HEIGHT REDUCTION: CONCEPTUAL RENDERING COMPARISON

A7.13

PREVIOUSLY PROPOSED MASSING 09/05/2023 : 9AM WINTER SOLSTICE SHADE & SHADOW

REVISED MASSING: 9AM WINTER SOLSTICE SHADE & SHADOW

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331 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	09/05/23
ENTITLEMENT RESUBMITTAL	12/20/23
ENTITLEMENT RESUBMITTAL	5/24/24

HEIGHT REDUCTION: SHADE AND SHADOW COMPARISON

A7.14

PREVIOUSLY PROPOSED MASSING 09/05/2023:
LEVEL 08 FLOOR PLAN

REVISED MASSING:
LEVEL 08 FLOOR PLAN

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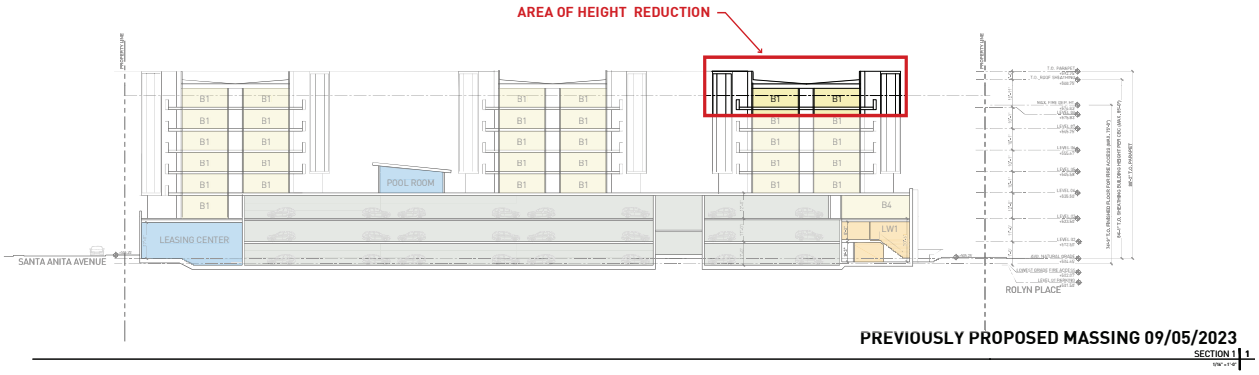
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT RESUBMITTAL	12/20/23
ENTITLEMENT RESUBMITTAL	3/28/24

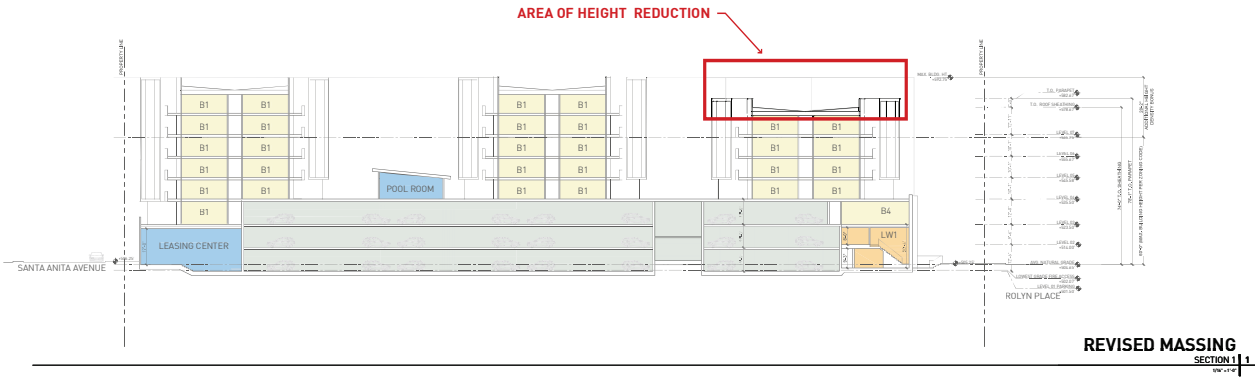
HEIGHT REDUCTION:
LEVEL 08 FLOOR
PLAN COMPARISON

A7.15



PREVIOUSLY PROPOSED MASSING 09/05/2023

SECTION 1 | 1



REVISED MASSING

SECTION 1 | 1

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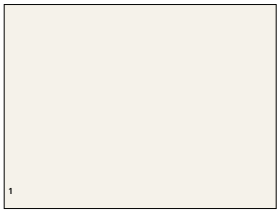
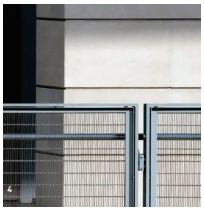
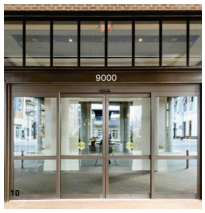
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

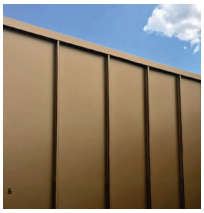
HEIGHT REDUCTION: BUILDING SECTION COMPARISON

A7.16









1. CEMENT PLASTER P-1 W/ SAND FINISH
2. CEMENT PLASTER P-2 W/ SMOOTH FINISH
3. CEMENT PLASTER P-3 W/ SAND FINISH
4. METAL MESH GUARDRAIL
5. METAL PICKET GUARDRAIL
6. STANDING SEAM METAL PANELS
7. METAL TRELLIS W/ VINES OVER CEMENT PLASTER FINISH
8. ARCHITECTURAL FINISHED CONCRETE
9. STONE VENEER
10. DARK BRONZE STOREFRONT W/ CLEAR GLAZING
11. DARK BRONZE VINYL WINDOWS

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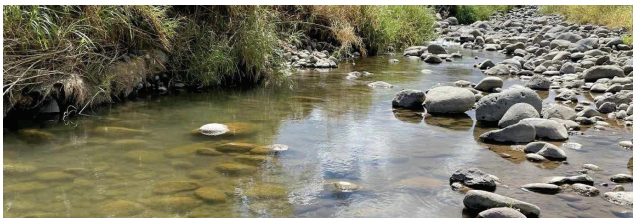
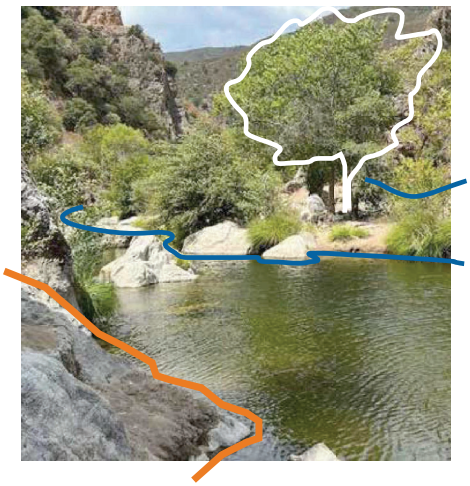
PROJECT NUMBER: 21-251

⚠	ISSUANCE NAME	DATE
	ENTITLEMENT RESUBMITTAL	10/20/22
	ENTITLEMENT RESUBMITTAL	12/22/22
	ENTITLEMENT RESUBMITTAL	3/24/23

MATERIALS BOARD

A8.01





Concept Narrative

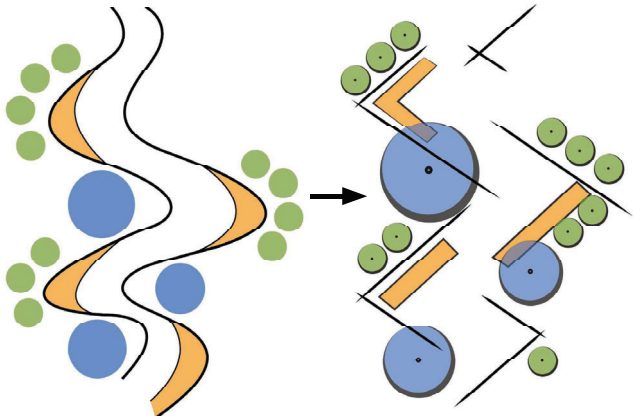
The project aims to celebrate the local ecosystems, namely drawing inspriation from the arroyos that flow throughout the watersheds across southern California. The anatomy of a winding riverbed is the conceptual basis for how spaces are activated.

Much like how the everchanging current of a river carves out shapes in the riparian landscape, various programmatic areas form. Passive seating areas, gathering nodes, and a unifying thread of circulation offer people a pleasnt path of connection from one destination to another. Green buffers of tree canopy and plant foliage wrap spaces for respite and quiet nooks.

Beautiful views out to the San Gabriel Mountains will offer a picturesque backdrop to the daily activities for residents as they exercise or lounge with friends.

Abstracted Natural Forms

Design Interpretation



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ALEXAN ARROYO
PROJECT NUMBER: 2-121

CONCEPT NARRATIVE

ENTITLEMENT SUBMITTAL: 03/29/24

L0.01

Ground Level

The Trailhead
- Site Identity and Wayfinding
- Leasing and Entry Experience
- Iconic Stair
- Community Art Program
- Enhanced Paving
- Lighting Elements

The River's edge
- Street Trees
- Signage and Wayfinding
- Bike Parking and Stations

The Dry Creek (Fire Lane)
- Trees and Vertical Plantings
- Integrated Walking Loop and Fitness
- Enhanced Paving and Informal Seating

Community Woodland
- Specimen Oaks
- Street Trees
- Signage and Wayfinding
- Bike Parking and Stations
- Outdoor Coworking
- Outdoor Fitness

The Point (Resident Park)
- Private: Fenced & Gated
- Dog Relief Area
- Resident Strolling Garden
- Screen Planting

4th Level (Podium)

The Springs (Active)
- Pool and Spa
- Chaise Lounges + Variety of Seating
- Fire Pits and Lounge Furniture
- Outdoor Kitchen and Dining
- Entertainment Walls
- Gaming Tables

The Meadow (Passive)
- Flexible Turf Panel for Yoga, Sunbathing, and Movie Nights
- Specimen Trees
- Moveable Seating
- Fire Pits and Lounge Furniture
- Outdoor Kitchen and Dining

The Grove
- Water Feature
- Shade Tree Grove
- Fireplace / Feature Wall
- Quiet Lounge
- Unique Lighting

6th & 7th Level (Roof Decks)

The Overlooks
- Fire Pits and Lounge Furniture
- Outdoor Dining and Gathering
- Visual Connections to Below

0 8 16 32

ENTITLEMENT SUBMITTAL: 03/29/24

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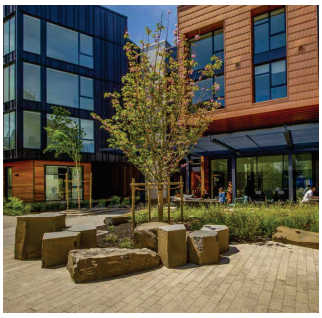
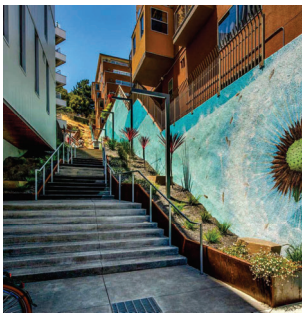
ALEXAN ARROYO

CONCEPT DIAGRAM

L0.02

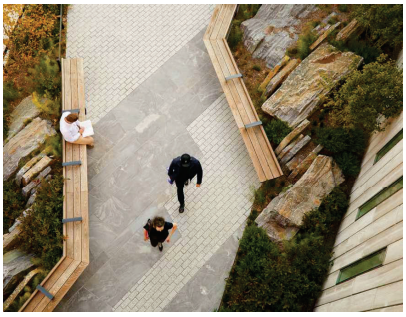
The Trailhead

- Site Identity and Wayfinding
- Leasing and Entry Experience
- Iconic Stair
- Community Art Program
- Enhanced Paving
- Lighting Elements

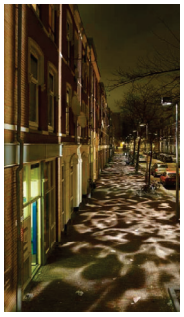
The River's edge

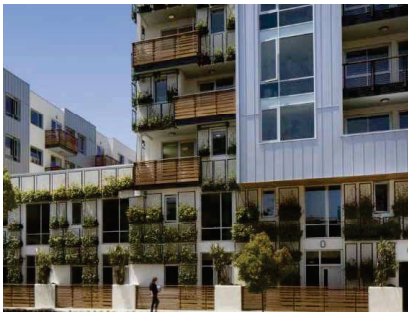
- Street Trees
- Signage and Wayfinding
- Bike Parking and Stations



The Dry Creek (Fire Lane)

- Trees and Vertical Plantings
- Integrated Walking Loop and Fitness
- Enhanced Paving and Informal Seating





ENTITLEMENT SUBMITTAL: 03/29/24

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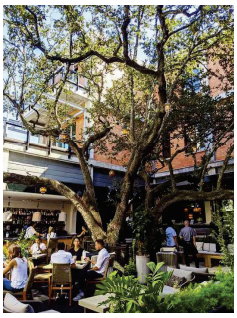
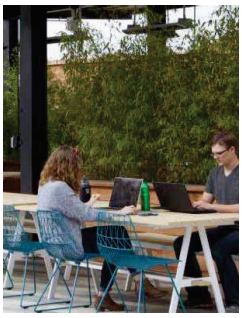
CONCEPT IMAGERY

L0.03

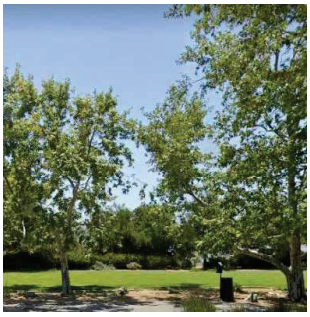
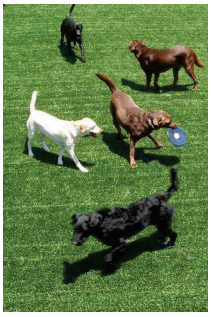
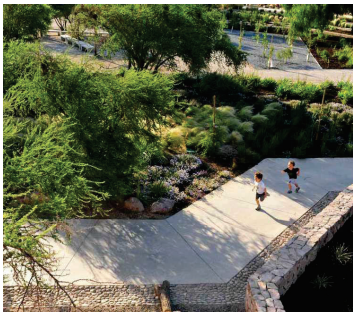
Community Woodland

- Specimen Oaks
- Street Trees
- Signage and Wayfinding
- Bike Parking and Stations
- Outdoor Coworking
- Outdoor Fitness

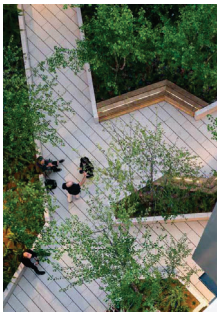
The Point (Resident Park)

- Private: Fenced & Gated
- Dog Relief Area
- Resident Strolling Garden
- Screen Planting

The Overlooks

- Fire Pits and Lounge Furniture
- Outdoor Dining and Gathering
- Visual Connections to Below



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CARLSBAD, CA 92008

ALEXAN ARROYO
201 N. SANTA ANITA AVE.,
ARCADIA, CA 91006
PROJECT NUMBER: 2-121

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

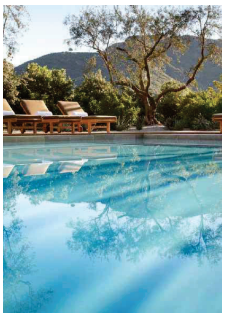
CONCEPT IMAGERY

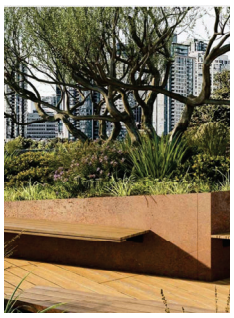
L0.04

ENTITLEMENT SUBMITTAL: 03/29/24

The Springs (Active)

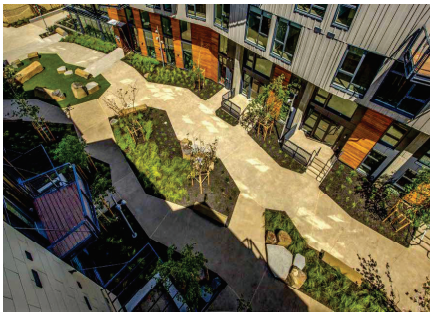
- Pool and Spa
- Chaise Lounges + Variety of Seating
- Fire Pits and Lounge Furniture
- Outdoor Kitchen and Dining
- Entertainment Walls
- Gaming Tables





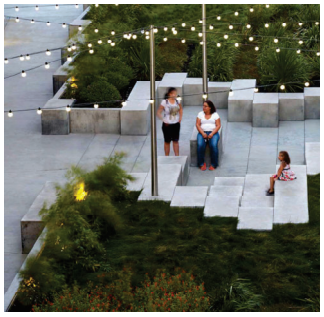
The Meadow (Passive)

- Flexible Turf Panel for Yoga, Sunbathing, and Movie Nights
- Specimen Trees
- Moveable Seating
- Fire Pits and Lounge Furniture
- Outdoor Kitchen and Dining



The Grove

- Water Feature
- Shade Tree Grove
- Fireplace / Feature Wall
- Quiet Lounge
- Unique Lighting



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TRAMMELL CROW RESIDENTIAL
5791 FLEET STREET, SUITE 140
CARLSBAD, CA 92008

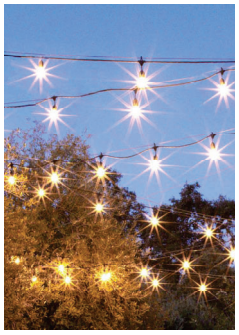
ALEXAN ARROYO
201 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

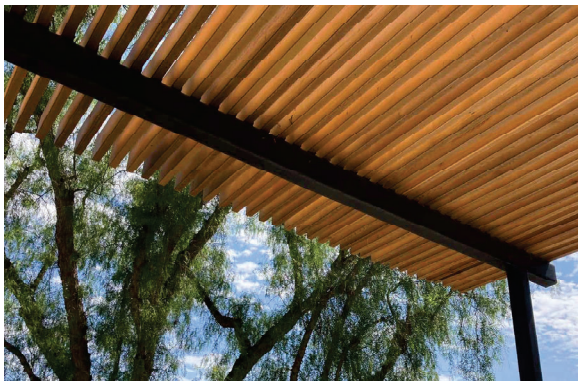
ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

CONCEPT IMAGERY

L0.05

ENTITLEMENT SUBMITTAL: 03/29/24





Materials Concept

Southern california foothills and watersheds are largely defined by warm sedimentary layers and textures, with large boulders lining the canyon of the arroyos. Warm hues of browns and yellows come through the hardscape, and wood materials soften seating and shade elements.

Similar to how the riverbed is a wash of varying sizes of sediment, textures arise through varying sizes of boulders, gravel, and exposed aggregate. Staggered vertical heights and organically placed elements start to soften edges and loosen circulation paths.

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ALEXAN ARROYO
PROJECT NUMBER: 7-121

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

CONCEPT IMAGERY

ENTITLEMENT SUBMITTAL: 03/29/24

L0.06

Legend

1 The Trailhead
- Site Identity and Wayfinding
- Leasing and Entry Experience
- Iconic Stair
- Community Art Program
- Enhanced Paving
- Lighting Elements

2 The River's edge
- Street Trees
- Signage and Wayfinding
- Bike Parking and Stations

3 The Dry Creek (Fire Lane)
- Trees and Vertical Plantings
- Integrated Walking Loop and Fitness
- Enhanced Paving and Informal Seating

4 Community Woodland
- Specimen Oaks
- Street Trees
- Signage and Wayfinding
- Bike Parking and Stations
- Outdoor Coworking
- Outdoor Fitness

5 The Point (Dog Park)
- Private: Fenced & Gated
- Treated, Synthetic Turf
- Owner Lounge and Pet Spa
- Resident Strolling Garden
- Screen Planting

4th Level (Podium)

6 The Springs (Active)
- Pool and Spa
- Chaise Lounges + Variety of Seating
- Fire Pits and Lounge Furniture
- Outdoor Kitchen and Dining
- Entertainment Walls
- Gaming Tables

7 The Meadow (Passive)
- Flexible Turf Panel for Yoga, Sunbathing, and Movie Nights
- Specimen Trees
- Moveable Seating
- Fire Pits and Lounge Furniture
- Outdoor Kitchen and Dining

8 The Grove
- Water Feature
- Shade Tree Grove
- Fireplace / Feature Wall
- Quiet Lounge
- Unique Lighting

6th & 7th Level (Roof Decks)

9 The Overlooks
- Fire Pits and Lounge Furniture
- Outdoor Dining and Gathering
- Community Gardens
- Visual Connections to Below

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391 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

OVERALL SITE PLAN

L1.00

Legend

1. Dog Park
2. Fire Lane
3. Shade Trees with Seating
4. Private Fence and Gate
5. Bike Parking
6. Outdoor Fitness

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CARLSBAD, CA 92008

ALEXAN ARROYO
329 N. SANTA ANITA AVE.,
ARCADIA, CA 91006
PROJECT NUMBER: 2-321

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

OVERALL SITE PLAN - GROUND LEVEL

L1.01

Legend

1. Wood Deck with Fire Pit
2. Flexible Turf Panel
3. Lounge Furniture
4. Outdoor Cooking & Dining
5. Shade Structure with Seating
6. Water Feature
7. Fire Pit
8. Pool Cabana
9. Pool
10. Spa

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ALEXAN ARROYO
324 N. SANTA ANITA AVE.,
ARCADIA, CA 91006
PROJECT NUMBER: 2-1-371

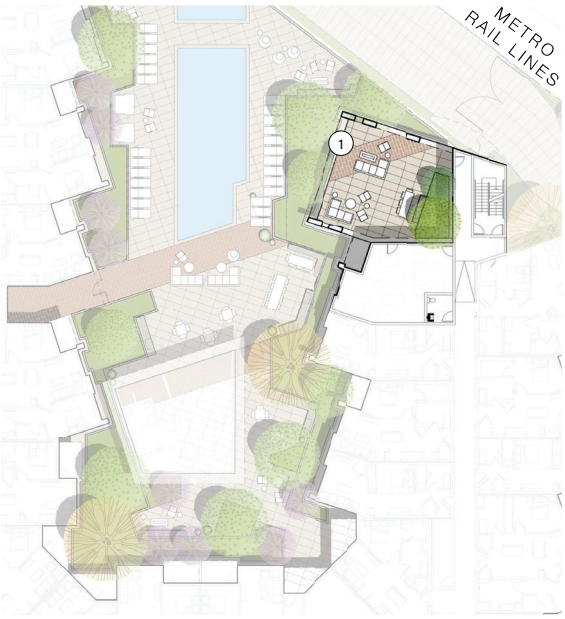
ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

0 10 20

ENTITLEMENT SUBMITTAL: 03/29/24

ENLARGED PLAN - PODIUM

L1.02



Legend

1. Lounge Furniture & Fire Pit
2. Outdoor Cooking & Dining

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ALEXAN ARROYO
350 N. SANTA ANITA AVE.
ARCADIA, CA 91006
PROJECT NUMBER: 2-321

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

0 10 20

ENTITLEMENT SUBMITTAL: 03/29/24

ENLARGED PLAN - ROOF DECKS

L1.03

Legend

PLANTING LEGEND: Trees

SYMBOL	NAME	WATER REQ.*	SIZE	QTY
	EXISTING TREE TO REMAIN	-	-	2
	ARBUTUS UNEDO STRAWBERRY TREE	LOW	48" BOX	6
	STREET TREE PER CITY'S FINAL APPROVAL: CERCIS OCCIDENTALIS 'FOREST PANSY' FOREST PANSY WESTERN REDBUD	LOW	24" BOX	15
	CERCIS OCCIDENTALIS 'FOREST PANSY' FOREST PANSY WESTERN REDBUD	LOW	24" BOX	49
	CHILOPSIS LINEARIS 'BURGUNDY' BURGUNDY DESERT WILLOW	LOW	36" BOX	19
	CHITALPA X TASHKENTENSIS CHITALPA	LOW	24" BOX	5
	COTINUS COGGYGRIA 'ROYAL PURPLE' ROYAL PURPLE SMOKETREE	LOW	24" BOX	8
	GEIJERA PARVIFOLIA AUSTRALIAN WILLOW	MED	48" BOX	3
	LOPHOSTEMON CONFERTUS BRISBANE BOX	MED	24" BOX	13
	PLATANUS X ACERFOLIA 'BLOODGOOD' BLOODGOOD PLANETREE	MED	48" BOX	5
			36" BOX	22
	QUERCUS AGRIFOLIA COAST LIVE OAK	LOW	48" BOX	7

PLANTING LEGEND: Shrubs & Groundcover

SYMBOL	NAME	WATER REQ.*	SIZE	QTY
	ABUTILON PALMERI PALMER'S INDIAN MALLOW	LOW	50% 15 GAL. @ 48" OC	24,459 SF
	ACACIA ITEAPHYLLA WILLOW WATTLE	LOW	35% 5 GAL. 30" OC	
	ACHILLEA MILLEFOLIUM 'PAPRIKA' PAPRIKA YARROW	LOW		
	AEONIUM 'ZWARTKOP' BLACK ROSE AEONIUM	LOW	15% 1 GAL. @ 18" OC	
	AGAVE 'BLUE GLOW' BLUE GLOW AGAVE	LOW		
	AGAVE OVATIFOLIA WHALE'S TONGUE AGAVE	VLOW		
	BOUTELOUA GRACILIS BLUE GRAMA	LOW		
	CALYLOPHUS HARTWEGII HARTWEG EVENING PRIMROSE	LOW		
	ERIOGONUM GIGANTEUM ST. CATHERINE'S LACE BUCKWHEAT	VLOW		
	ERIOGONUM FASCICULATUM 'BRUCE DICKINSON' BRUCE DICKINSON BUCKWHEAT	VLOW		
	FRANGULA CALIFORNICA COFFEEBERRY	LOW		
	GAURA LINDHEIMERI 'SISKIYOU PINK' SISKIYOU PINK BEE BLOSSOM	MED		
	HETEROMELES ARBUTIFOLIA TOYON	LOW		
	HEUCHERA MAXIMA ISLAND ALUM ROOT	MED		
	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WILD RYE	LOW		
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' PINK MUHLY	LOW		
	MUHLENBERGIA DUBIA PINE MUHLY	LOW		
	MUHLENBERGIA RIGENS DEER GRASS	MED		
	NEPHROLEPIS CORDIFOLIA SWORD FERN	MED		
	PHLOMIS FRUTICOSA JERUSALEM SAGE	LOW		
	SALVIA CHAMAEDRYOIDES GERMANDER SAGE	LOW		
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS	MED		
	VERBENA LILACINA 'DE LA MINA' CEDROS ISLAND VERBENA	LOW		
	WOODWARDIA FIMBRIATA GIANT CHAIN FERN	MED		

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

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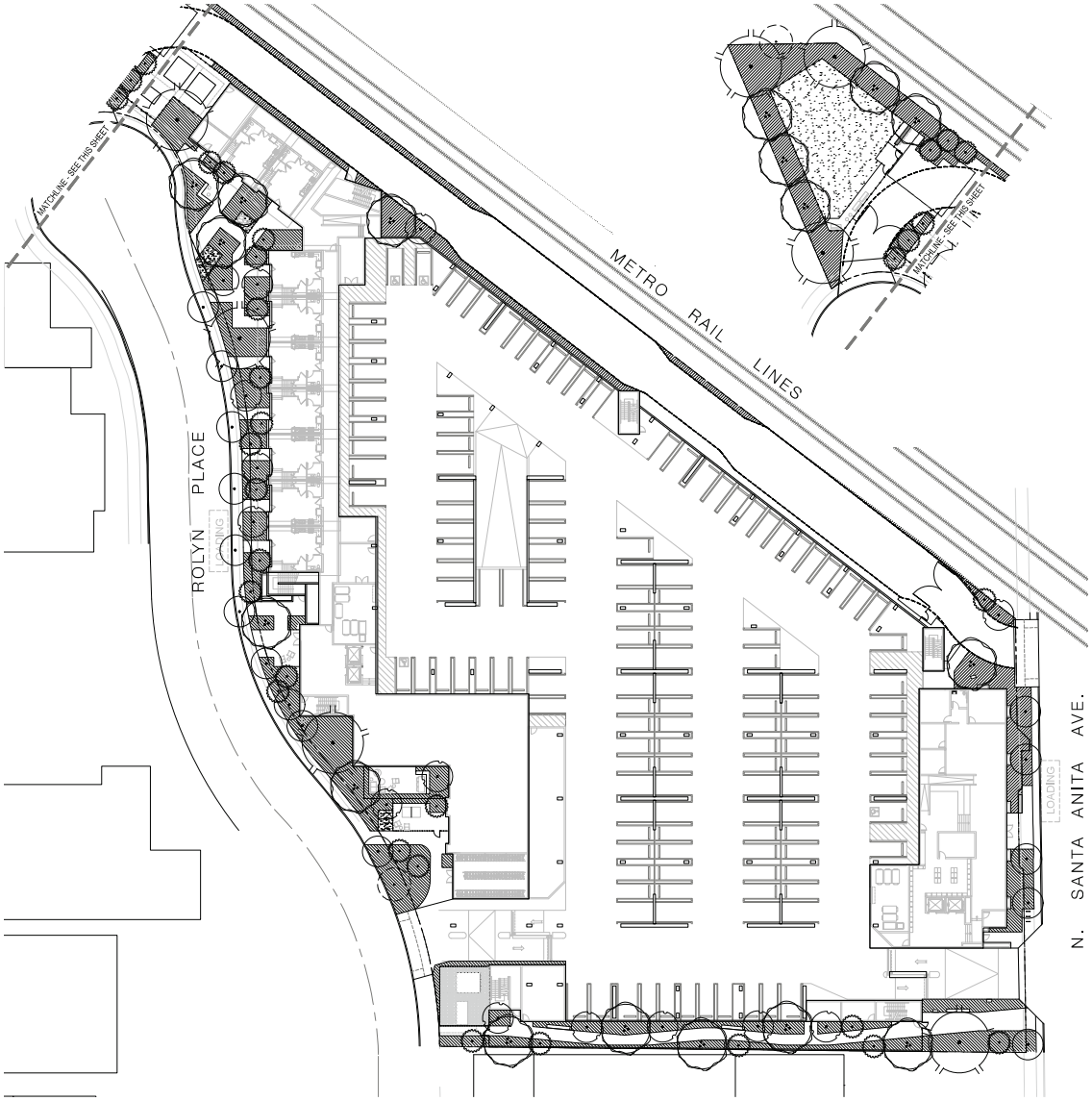
ALEXAN ARROYO
324 N. SANTA ANITA AVE.,
ARCADIA, CA 91006
PROJECT NUMBER: 21-251

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

OVERALL SITE PLAN - PLANTING

L2.00



Legend

PLANTING LEGEND: Trees

SYMBOL	NAME	WATER REQ.*	SIZE	QTY
	EXISTING TREE TO REMAIN	-	-	2
	ARBUTUS UNEDO STRAWBERRY TREE	LOW	48" BOX	6
	STREET TREE PER CITY'S FINAL APPROVAL: CERCIS OCCIDENTALIS 'FOREST PANSY' FOREST PANSY WESTERN REDBUD	LOW	24" BOX	15
	CERCIS OCCIDENTALIS 'FOREST PANSY' FOREST PANSY WESTERN REDBUD	LOW	24" BOX	49
	CHILOPSIS LINEARIS 'BURGUNDY' BURGUNDY DESERT WILLOW	LOW	36" BOX	19
	CHITALPA X TASHKENTENSIS CHITALPA	LOW	24" BOX	5
	COTINUS COGGYGRIA 'ROYAL PURPLE' ROYAL PURPLE SMOKETREE	LOW	24" BOX	8
	GEIJERA PARVIFOLIA AUSTRALIAN WILLOW	MED	48" BOX	3
	LOPHOSTEMON CONFERTUS BRISBANE BOX	MED	24" BOX	13
	PLATANUS X ACERFOLIA 'BLOODGOOD' BLOODGOOD PLANETREE	MED	48" BOX 36" BOX	5 22
	QUERCUS AGRIFOLIA COAST LIVE OAK	LOW	48" BOX	7

PLANTING LEGEND: Shrubs & Groundcover

SYMBOL	NAME	WATER REQ.*	SIZE	QTY
	ABUTILON PALMERI PALMER'S INDIAN MALLOW	LOW	50% 15 GAL. @ 48" OC	15,088 SF
	ACACIA ITEAPHYLLA WILLOW WATTLE	LOW	35% 5 GAL. 30" OC	
	ACHILLEA MILLEFOLIUM 'PAPRIKA' PAPRIKA YARROW	LOW		
	AEONIUM 'ZWARTKOP' BLACK ROSE AEONIUM	LOW	15% 1 GAL. @ 18" OC	
	AGAVE 'BLUE GLOW' BLUE GLOW AGAVE	LOW		
	AGAVE OVATIFOLIA WHALE'S TONGUE AGAVE	VLOW		
	BOUTELOUA GRACILIS BLUE GRAMA	LOW		
	CALYLOPHUS HARTWEGII HARTWEG EVENING PRIMROSE	LOW		
	ERIOGONUM GIGANTEUM ST. CATHERINE'S LACE BUCKWHEAT	VLOW		
	ERIOGONUM FASCICULATUM 'BRUCE DICKINSON' BRUCE DICKINSON BUCKWHEAT	VLOW		
	FRANGULA CALIFORNICA COFFEEBERRY	LOW		
	GAURA LINDHEIMERI 'SISKIYOU PINK' SISKIYOU PINK BEE BLOSSOM	MED		
	HETEROMELES ARBUTIFOLIA TOYON	LOW		
	HEUCHERA MAXIMA ISLAND ALUM ROOT	MED		
	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WILD RYE	LOW		
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' PINK MUHLY	LOW		
	MUHLENBERGIA DUBIA PINE MUHLY	LOW		
	MUHLENBERGIA RIGENS DEER GRASS	MED		
	NEPHROLEPIS CORDIFOLIA SWORD FERN	MED		
	PHLOMIS FRUTICOSA JERUSALEM SAGE	LOW		
	SALVIA CHAMAEDRYOIDES GERMANDER SAGE	LOW		
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS	MED		
	VERBENA LILACINA 'DE LA MINA' CEDROS ISLAND VERBENA	LOW		
	WOODWARDIA FIMBRIATA GIANT CHAIN FERN	MED		

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

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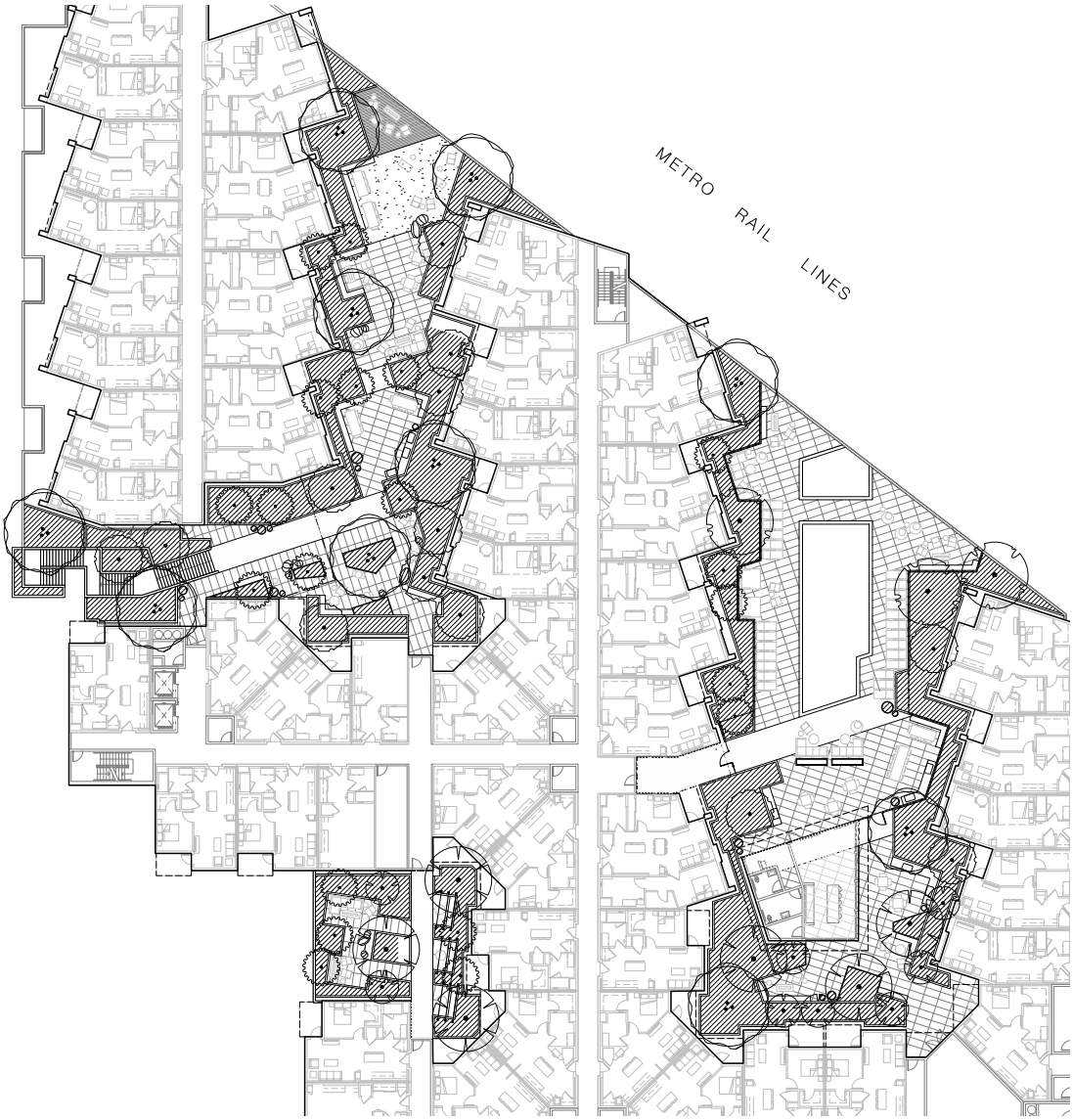
TRAMMELL CROW RESIDENTIAL
5790 FLEET STREET, SUITE 140
CARLSBAD, CA 92008

ALEXAN ARROYO
700 N. SANTA ANITA AVE.,
ARCADIA, CA 91006
PROJECT NUMBER: 2-21-321

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/20/23
ENTITLEMENT SUBMITTAL	03/29/24

OVERALL SITE PLAN - GROUND LEVEL - PLANTING

L2.01



Legend

PLANTING LEGEND: Trees

SYMBOL	NAME	WATER REQ.*	SIZE	QTY
	EXISTING TREE TO REMAIN	-	-	2
	ARBUTUS UNEDO STRAWBERRY TREE	LOW	48" BOX	6
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	CERCIS OCCIDENTALIS 'FOREST PANSY' FOREST PANSY WESTERN REDBUD	LOW	24" BOX	49
	CHILOPSIS LINEARIS 'BURGUNDY' BURGUNDY DESERT WILLOW	LOW	36" BOX	19
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	GEIJERA PARVIFOLIA AUSTRALIAN WILLOW	MED	48" BOX	3
	LOPHOSTEMON CONFERTUS BRISBANE BOX	MED	24" BOX	13
	PLATANUS X ACERFOLIA 'BLOODGOOD' BLOODGOOD PLANETREE	MED	48" BOX	5
			36" BOX	22
	QUERCUS AGRIFOLIA COAST LIVE OAK	LOW	48" BOX	7

PLANTING LEGEND: Shrubs & Groundcover

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	ACACIA ITEAPHYLLA WILLOW WATTLE	LOW	35% 5 GAL. 30" OC	
	ACHILLEA MILLEFOLIUM 'PAPRIKA' PAPRIKA YARROW	LOW		
	AEONIUM 'ZWARTKOP' BLACK ROSE AEONIUM	LOW	15% 1 GAL. @ 18" OC	
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	BOUTELOUA GRACILIS BLUE GRAMA	LOW		
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	ERIOGONUM GIGANTEUM ST. CATHERINE'S LACE BUCKWHEAT	VLOW		
	ERIOGONUM FASCICULATUM 'BRUCE DICKINSON' BRUCE DICKINSON BUCKWHEAT	VLOW		
	FRANGULA CALIFORNICA COFFEEBERRY	LOW		
	GAURA LINDHEIMERI 'SISKIYOU PINK' SISKIYOU PINK BEE BLOSSOM	MED		
	HETEROMELES ARBUTIFOLIA TOYON	LOW		
	HEUCHERA MAXIMA ISLAND ALUM ROOT	MED		
	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WILD RYE	LOW		
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' PINK MUHLY	LOW		
	MUHLENBERGIA DUBIA PINE MUHLY	LOW		
	MUHLENBERGIA RIGENS DEER GRASS	MED		
	NEPHROLEPIS CORDIFOLIA SWORD FERN	MED		
	PHLOMIS FRUTICOSA JERUSALEM SAGE	LOW		
	SALVIA CHAMAEDRYOIDES GERMANDER SAGE	LOW		
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS	MED		
	VERBENA LILACINA 'DE LA MINA' CEDROS ISLAND VERBENA	LOW		
	WOODWARDIA FIMBRIATA GIANT CHAIN FERN	MED		

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PROJECT NUMBER: 21-371

ISSUANCE NAME	DATE
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ENLARGED PLAN - PODIUM - PLANTING

L2.02

Legend

PLANTING LEGEND: Trees

SYMBOL	NAME	WATER REQ.*	SIZE	QTY
	EXISTING TREE TO REMAIN	-	-	2
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	QUERCUS AGRIFOLIA COAST LIVE OAK	LOW	48" BOX	7

PLANTING LEGEND: Shrubs & Groundcover

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	ABUTILON PALMERI PALMER'S INDIAN MALLOW	LOW	50% 15 GAL. @ 48" OC	913 SF
	ACACIA ITEAPHYLLA WILLOW WATTLE	LOW	35% 5 GAL. 30" OC	
	ACHILLEA MILLEFOLIUM 'PAPRIKA' PAPRIKA YARROW	LOW		
	AEONIUM 'ZWARTKOP' BLACK ROSE AEONIUM	LOW	15% 1 GAL. @ 18" OC	
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	CALYLOPHUS HARTWEGII HARTWEG EVENING PRIMROSE	LOW		
	ERIOGONUM GIGANTEUM ST. CATHERINE'S LACE BUCKWHEAT	VLOW		
	ERIOGONUM FASCICULATUM 'BRUCE DICKINSON' BRUCE DICKINSON BUCKWHEAT	VLOW		
	FRANGULA CALIFORNICA COFFEEBERRY	LOW		
	GAURA LINDHEIMERI 'SISKIYOU PINK' SISKIYOU PINK BEE BLOSSOM	MED		
	HETEROMELES ARBUTIFOLIA TOYON	LOW		
	HEUCHERA MAXIMA ISLAND ALUM ROOT	MED		
	LEYMUS CONDENSATUS 'CANYON PRINCE' CANYON PRINCE WILD RYE	LOW		
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' PINK MUHLY	LOW		
	MUHLENBERGIA DUBIA PINE MUHLY	LOW		
	MUHLENBERGIA RIGENS DEER GRASS	MED		
	NEPHROLEPIS CORDIFOLIA SWORD FERN	MED		
	PHLOMIS FRUTICOSA JERUSALEM SAGE	LOW		
	SALVIA CHAMAEDRYOIDES GERMANDER SAGE	LOW		
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS	MED		
	VERBENA LILACINA 'DE LA MINA' CEDROS ISLAND VERBENA	LOW		
	WOODWARDIA FIMBRIATA GIANT CHAIN FERN	MED		

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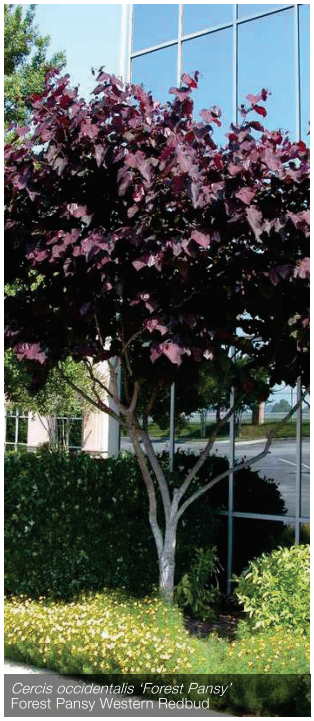
ENLARGED PLAN - ROOF DECKS - PLANTING

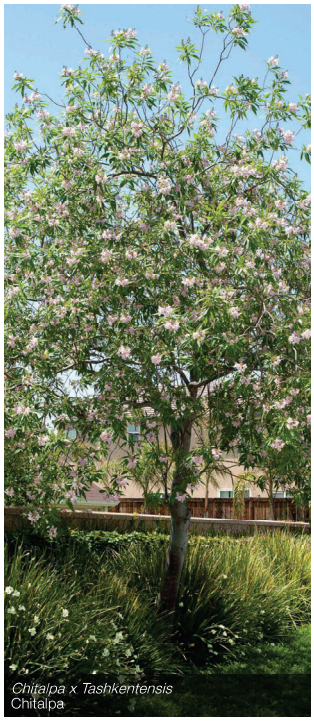
L2.03

Platanus x Acerfolia 'Bloodgood'
Bloodgood Plane Tree



Cercis occidentalis 'Forest Pansy'
Forest Pansy Western Redbud

Quercus agrifolia
Coast Live Oak

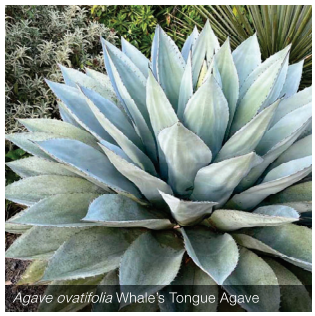


Chitalpa x Tashkentensis
Chitalpa

Salvia chamaedryoides Germander Sage

Eriogonum giganteum St. Catherine's Lace

Muhlenbergia dubia Pine Muhly



Agave ovatifolia Whale's Tongue Agave

studioneleven
245 East Third Street
Long Beach, CA 90802
562.901.1500
studio-111.com

NOT FOR CONSTRUCTION

TCR
TRAMMELL CROW RESIDENTIAL
5791 FLEET STREET, SUITE 140
CARLSBAD, CA 92008

ALEXAN ARROYO
324 N. SANTA ANITA AVE.,
ARCADIA, CA 91006
PROJECT NUMBER: 2-1-21

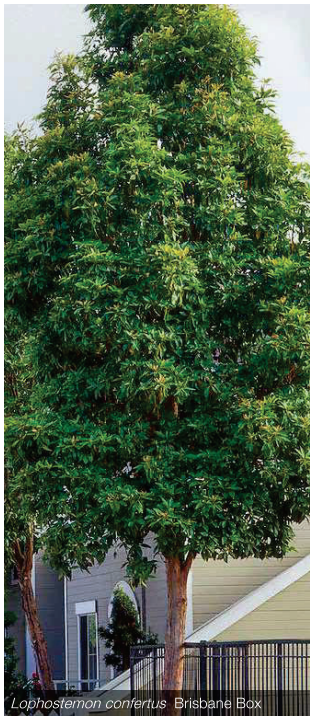
ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

PLANTING IMAGERY

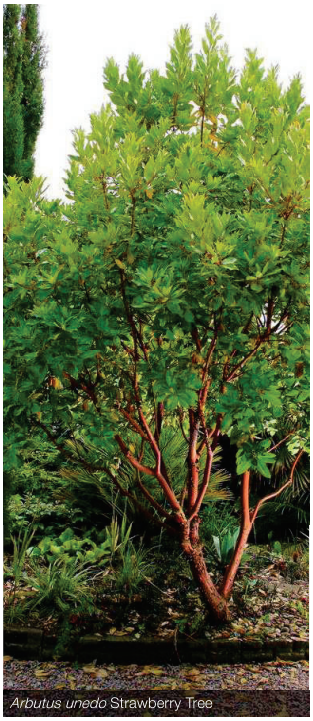
ENTITLEMENT SUBMITTAL: 03/29/24

L2.04

Geijera parvifolia Australian Willow



Lophostemon confertus Brisbane Box



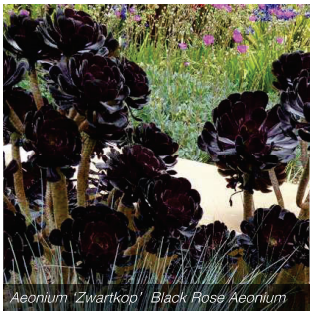
Arbutus unedo Strawberry Tree

Cercis occidentalis 'Forest Pansy'
Forest Pansy Western Redbud

Cotinus coggygria 'Royal Purple' Smoke Tree

Sesleria autumnalis Autumn Moor Grass

Heuchera maxima Island Alum Root



Aeonium 'Zwartkop' Black Rose Aeonium

Woodwardia fimbriata Giant Chain Fern

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PROJECT NUMBER: 2-1-21

ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

PLANTING IMAGERY

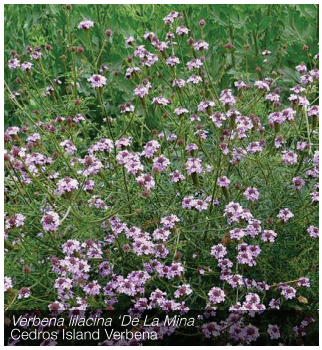
L2.05

ENTITLEMENT SUBMITTAL: 03/29/24

Chilopsis linearis 'Burgundy' Desert Willow

Chitalpa x Tashkentensis Chitalpa

Acacia iteaphylla Willow Wattle



Verbena lilacina 'De La Mina'
Cedros Island Verbena

Leymus condensatus 'Canyon Prince'
Canyon Prince Wild Rye

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ISSUANCE NAME	DATE
ENTITLEMENT SUBMITTAL	12/22/23
ENTITLEMENT SUBMITTAL	03/29/24

PLANTING IMAGERY

ENTITLEMENT SUBMITTAL: 03/29/24

L2.06

Attachment No. 7

Parking Analysis, dated November 2024

DUDEK
225 SOUTH LAKE AVENUE
SUITE M210
PASADENA, CALIFORNIA 91101
T 626.204.9800

MEMORANDUM

To:	Lisa Flores, City of Arcadia
From:	Lisa Valdez, Senior Transportation Planner
	Amanda Meroux, EIT, Assistant Transportation Engineer
Subject:	Alexan Arroyo Parking Analysis
Date:	November 2024
cc:	Kristin Starbird, Dudek Project Manager
Attachments	A: Raw Parking Count Data
	B: Parking Count Summary Tables
	C: Photos- North side of St. Joseph Street (west of Santa Anita Avenue)

Dudek has prepared the following Parking analysis for the proposed Alexan Arroyo Residential project (proposed project or project) in the City of Arcadia (City). The project includes 359 multi-family units, of which nine are proposed as live/work units. The following analysis describes the City's Development Parking Code requirements with the State Density Bonus; estimates the project's potential parking demand based on the Institute of Transportation Engineers (ITE) parking demand rates; summarizes the results of an on-street parking demand survey conducted within the vicinity of the site; and provides recommendations to minimize potential impacts to off-site parking.

1 Project Description

The project consists of 359 apartment units and various resident amenities located within five stories to be located east of Rolyn Place and south of the Metro line railroad tracks. Figure 1, Project Vicinity Map, shows the project location. Nine live-work units are located on the ground floor of the west facing building street frontage. The residential units consist of 83 studios, 199 one-bedroom units, 68 two-bedroom units, and 9 live/work units. The proposed project would dedicate 35 units for affordable housing. Residential amenities would include a fitness gym and lounge area, courtyards, community rooms, a pool and spa deck, and bicycle parking. As part of the project, several existing commercial buildings and surface parking will be demolished. The project qualifies for the State Density Bonus program given its' provision of affordable housing and proximity to the Metro A Line. However, the project would provide more parking than required under the State Density Bonus Program, but not more than City code. The project site plan is shown in Figure 2a. Figure 2b presents the proposed floor plan for the live/work units. As shown in the figure, the residential square footage portion of the live/work unit equals approximately 82 percent of the total square footage, and the "work" component equals approximately 18 percent of the total square footage.

Access and Parking

Access to the site will be provided via two gated ingress/egress driveways: one on Santa Anita Avenue at the southeast corner of the site and another on Rolyn Place at the southwest corner of the site (see Figure 2). A loading zone is proposed on the east side of the site on Santa Anita Avenue. A fire lane will be provided along the northern edge of the site, with driveway access provided on Rolyn Place and Santa Anita Avenue.

The Project would include a three-level parking garage for residents and guests. Vehicle access to the parking garage would be provided from the driveways on Santa Anita Avenue and Rolyn Place. The Project would provide a total of 454 parking spaces, including standard, accessible standard, and accessible van spaces.

Primary pedestrian access to the Project building would be provided via two ground-level residential lobbies: one fronting Santa Anita Avenue and another fronting Rolyn Place. The live/work lofts would be directly accessible from street level, as well as from the building interior via a hallway connecting the ground-floor lobby accessible from Rolyn Place. Residential entry would also be provided from the parking garage via several stairways and two lobby elevator shafts.

Off-site improvements would be required within the sidewalk and roadway rights-of-way along Santa Anita Avenue and Rolyn Place. These improvements would include new sidewalks, modification and/or relocation of existing curb cuts, utility connections, and new/replacement street trees

Figure 1 Project Location

Figure 2a Project Site Plan

Figure 2b Live/Work Unit Floorplan

2 Parking Requirements

This section presents the parking requirements with the State Density Bonus concessions applied to the project.

2.1 State Density Bonus Program and Assembly Bill 2345

The State Density Bonus Program (Government Code 65915) requires a city or county to provide a developer that proposes a housing development in the city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to, among other things, construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents. Assembly Bill (AB) 2345, effective January 1, 2021, makes several changes to the Density Bonus Law. AB 2345 further relaxes parking standards applicable to density bonus projects. If a project provides at least 20 percent low income or 11 percent very low-income housing and is within half a mile of a major transit stop, a city may not impose a vehicle parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 parking spaces per unit [1]. In addition to the project's proximity to the Arcadia Metro A Line Station, the project is dedicating 35 units (14 percent) for very low-income housing and therefore qualifies for the parking incentives under the State Density Bonus program.

2.2 Parking Spaces Required per Code

Table 1 presents the parking requirements by residential unit with the State Density Bonus applied.

Table 1. Required Parking Spaces by Use (With Density Bonus)

Use	Land Use	Size (Units/SF)	Metric (with Density Bonus)	Spaces Required
Residential	Studio	83 DU	0.5 spaces per unit	42
	1 bedroom apartment	199 DU	0.5 spaces per unit	100
	2-bedroom apartment	68 DU	0.5 spaces per unit	34
	Live Work	9 units	0.5 spaces per unit	5
		1,656 SF[1]	n/a	—
	Total Units			**359 DU**
			Spaces Required	**180 spaces**
			Spaces Provided	**454 spaces[2]**

Notes: SF = Square Feet

1. For the live/work units, City code requires 1 space per unit and 1 space per 1,000 SF of nonresidential floor area. However, the nonresidential square footage is not included per the State Density Bonus.
2. Guest parking requirements included in the parking rates above per the State Density Bonus.

As shown, the proposed project is required to provide 180 parking spaces with the State Density Bonus SB 1818. The project is proposing to provide 454 spaces, 275 spaces beyond the requirement.

[1] Bill Text - SB-290 Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.

3 ITE Parking Demand Rates

The ITE Parking Generation Manual 5th Edition was also reviewed to compare the proposed parking supply to the estimated parking demand using ITE published rates. The Parking Generation Manual contains parking requirements and rates for various land uses based on empirical data and observations of existing sites. The Parking Generation Manual distinguishes parking demand among various land uses based on factors such as density, height, location (e.g., urban, suburban, City core), proximity to transit, seasonal variations, and other factors. It also provides rates based on weekday, Saturday, and Sunday conditions and provides time of day distributions. It is a widely used published source for calculating parking demand, particularly when local data is not available, or unique site conditions are present. Consistent with the ITE land uses selected to estimate the project trip generation, ITE Parking Generation demand rates for the project are based on the Multifamily Housing Mid-Rise land use (Land Use Code 221). The ITE parking demand rates and projected maximum parking demand are shown in Table 2 for the weekday and Saturday conditions.

Table 2. ITE Parking Demand Rates

	Weekday (Suburban/ Urban)	Saturday (Suburban/Urban)
Land Use Code	Multi-family mid-rise (221)	
Size	359 dwelling units	
Parking Supply	454 spaces	
ITE Parking Demand Rate (spaces per unit)	1.12	1.15
Peak Parking Demand	402	413
Project Parking Surplus	**52**	**41**

Source: ITE. 2019. Parking Generation Manual 5th Edition. February.

As shown in Table 2, based on the ITE rates, the project would have a peak parking demand of 413 spaces on a Saturday, leaving a surplus of 41 parking spaces. The ITE rate does not account for the potential demand associated with the live/work units, which may result in a slightly higher demand. However, per City parking code only two additional spaces would be required for the live/work nonresidential square footage (1 space per 1,000 SF required). Therefore, even with the nonresidential component of the project, the 454 spaces proposed would meet the estimated parking demand on-site per ITE rates.

4 Parking Demand Survey

A parking demand survey was conducted to determine the existing on-street parking demand on Rolyn Place and St. Joseph Street, which are heavily used for on-street parking by the surrounding businesses. No off-street parking counts were collected. Figure 3 presents the survey area by on-street segment. The survey area was broken into three segments to better delineate the parking demand by location.

The following tasks were performed:

- Collected 15-minute on-street counts on one weekday, from 6:00 AM to 8:00 PM and one Saturday from 7:00 AM to 2:00 PM.
- Collected counts on both sides of Rolyn Place (red and blue line shown on Figure 3) and on both sides of St. Joseph Street (green line shown on Figure 3).
- Determined the approximate number of vehicles that can reasonably park on each segment to identify the parking occupancy by segment.
- Conducted a destination tracking parking count along the east side of Rolyn Place (blue line) to generally determine how many vehicles who park on Rolyn Place are destined for the buildings that will be demolished as part of the project (buildings in red shown on Figure 3).
- Determined the on-street parking demand by location (blue, red, green lines).
- Determined the on-street parking demand for the existing uses to be removed.

The parking supply was calculated assuming an average of 25 feet of curb space per parking space. The entire survey area has an estimated parking supply of 85 spaces, as shown below:

- Rolyn Place- north of St. Joseph Street (blue line, 35 spaces)
- Rolyn Place- south of St. Joseph Street (red line, 35 spaces)
- St. Joseph Street- west of Santa Anita Avenue (green line, 15 spaces)

Figure 3 Parking Survey Area

4.1 Parking Counts

The counts were collected on Thursday, September 12, 2024 from 6:00 AM to 8:00 PM and on Saturday, September 14, 2024 from 7:00 am to 2:00 PM. The raw parking count data is provided as Attachment A. There are approximately 15 businesses in the study area, representing a diverse mix of commercial, educational, and other non-residential uses. The counts were collected to capture the peak hours that the businesses are open on a typical weekday and weekend day. Per the Arcadia Development Code, parking on the street is currently prohibited between the hours of 2:30 AM to 5:30 AM daily.

A destination tracking parking count was also conducted along the Rolyn Place, north of St. Joseph Street (blue line) to generally determine how many vehicles who park on Rolyn Place are destined for the buildings that will be demolished as part of the project (buildings in red shown on Figure 3).

4.2 Existing Parking Demand

The results of the parking demand survey are presented below by street segment and for the entire parking study area combined.

Rolyn Place- North of St. Joseph Street (blue)

The existing weekday parking demand for Rolyn Place, north of St. Joseph Street is presented in Table 3 and the existing Saturday parking demand is presented in Table 4. The results of the destination tracking parking count conducted along this segment of Rolyn Place is also presented in the tables. This count was used to identify the on-street parking demand associated with the existing uses to be removed, as well as to determine the potential net change in on-street parking demand with the existing uses removed.

The peak weekday parking demand occurred at approximately 10:00 AM when 100% of the parking spaces were occupied (35 spaces). The peak Saturday parking demand occurred at approximately 8:00 AM when 69% of the parking spaces were occupied (24 spaces, including the existing uses to be removed). As shown in both tables, there is a relatively low on-street parking demand associated with the existing uses at the project site. It is assumed that most of the demand is currently being met on-site, with minor spillover onto the street. The parking demand along this segment of Rolyn Place, which is also closest to the site, is relatively high, particularly in the morning between 6:00 AM and 10:00 AM.

Table 3. Rolyn Place (North of St. Joseph Street) Weekday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Trips to the Site[2]	Parking Demand (Minus Demand for Existing Site)	Spaces Available[3]	Percent Occupied	Parking Capacity Met?
6:00 AM	33	0	33	2	94%	No
7:00 AM	31	0	31	4	89%	No
8:00 AM	34	2	32	3	91%	No
9:00 AM	34	0	34	1	97%	No
10:00 AM	**35**	**0**	**35**	0	**100%**	**Yes**
11:00 AM	28	4	24	11	69%	No

Table 3. Rolyn Place (North of St. Joseph Street) Weekday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Trips to the Site[2]	Parking Demand (Minus Demand for Existing Site)	Spaces Available[3]	Percent Occupied	Parking Capacity Met?
12:00 PM	26	0	26	9	74%	No
1:00 PM	26	0	26	9	74%	No
2:00 PM	30	1	29	6	83%	No
3:00 PM	31	1	30	5	86%	No
4:00 PM	28	5	23	12	66%	No
5:00 PM	19	4	15	20	43%	No
6:00 PM	23	3	20	15	57%	No
7:00 PM	19	1	18	17	51%	No

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Thursday, September 12, 2024
2 Tracking parking count conducted to identify the on-street parking demand associated with the existing uses on-site to be removed.
3 Parking supply is estimated to be 35 spaces and is based on an average of 25 feet per space. Spaces available do not include demand for existing site.

Table 4. Rolyn Place (North of St. Joseph Street) Saturday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Trips to the Site[2]	Parking Demand (Minus Demand for Existing Site)	Spaces Available[3]	Percent Occupied	Parking Capacity Met?
7:00 AM	22	6	16	19	46%	No
8:00 AM	**28**	**4**	**24**	11	**69%**	**No**
9:00 AM	22	2	20	15	57%	No
10:00 AM	20	2	18	17	51%	No
11:00 AM	21	0	21	14	60%	No
12:00 PM	16	0	16	19	46%	No
1:00 PM	7	0	7	28	20%	No

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Saturday, September 14, 2024
2 Tracking parking count conducted to identify the on-street parking demand associated with the existing uses on-site to be removed.
3 Parking supply is estimated to be 35 spaces and is based on an average of 25 feet per space. Spaces available do not include demand for existing site.

Rolyn Place- South of St. Joseph Street (red)

The existing weekday parking demand for Rolyn Place, south of St. Joseph Street is presented in Table 5 and the existing Saturday parking demand is presented in Table 6. The peak weekday parking demand occurred at approximately 7:00 PM when 69% of the parking spaces were occupied (24 spaces). The peak weekend parking demand occurred at approximately 11:00 AM when 57% of the parking spaces were occupied (20 spaces).

Table 5. Rolyn Place (south of St. Joseph St.) Weekday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Spaces Available[2]	Percent Occupied	Parking Capacity Met?
6:00 AM	9	26	26%	No
7:00 AM	17	18	49%	No
8:00 AM	21	14	60%	No
9:00 AM	24	11	69%	No
10:00 AM	24	11	69%	No
11:00 AM	26	9	74%	No
12:00 PM	24	11	69%	No
1:00 PM	21	14	60%	No
2:00 PM	19	16	54%	No
3:00 PM	20	15	57%	No
4:00 PM	21	14	60%	No
5:00 PM	21	14	60%	No
6:00 PM	22	13	63%	No
7:00 PM	**24**	11	**69%**	**No**

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Thursday, September 12, 2024
2 Parking supply is estimated to be 35 spaces and is based on an average of 25 feet per space.

Table 6. Rolyn Place (south of St. Joseph St.) Saturday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Spaces Available[2]	Percent Occupied	Parking Capacity Met?
7:00 AM	0	35	0%	No
8:00 AM	14	21	40%	No
9:00 AM	14	21	40%	No
10:00 AM	17	18	49%	No
11:00 AM	**20**	15	**57%**	**No**
12:00 PM	16	19	46%	No
1:00 PM	12	23	34%	No

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Saturday, September 14, 2024
2 Parking supply is estimated to be 35 spaces and is based on an average of 25 feet per space.

St. Joseph Street- West of Santa Anita Avenue (green)

The existing weekday parking demand for St. Joseph Street, west of West Santa Anita Avenue is presented in Table 7 and the existing Saturday parking demand is presented in Table 8. During the parking survey, counters observed between one and five vehicles parked along a portion of the sidewalk along the north side of St. Joseph Street. Photos are provided as Attachment C. The vehicles appeared to be part of the vehicle fleet associated with the existing business at this location. The number of illegally parked cars observed are noted in the tables below. In

addition, there were several instances where there were more parked cars than the estimated supply of 15 spaces. The supply is based on an average of 25 feet per space, however, as shown below, there was more availability for parking when the vehicles maximized the curb space to the furthest extent possible.

The peak weekday parking demand occurred within six of the 14 hours of parking observations (12:00 PM, 2:00 PM to 3:00 PM, and 7:00 PM) when 100% of the spaces were occupied (15 spaces). The peak Saturday parking demand occurred at approximately 11:00 AM when 93% of the parking spaces were occupied (14 spaces). As shown, this street segment has the highest occupancy rate in the study area.

Table 7. St. Joseph Street (West of Santa Anita Ave.) Weekday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Spaces Available[2]	Percent Occupied	Parking Capacity Met?	Including Illegally Parked Vehicles[3]		
					Illegally Parked Vehicles	Spaces Available	Percent Occupied
6:00 AM	1	14	7%	No	5	9	40%
7:00 AM	5	10	33%	No	4	6	60%
8:00 AM	7	8	47%	No	3	5	67%
9:00 AM	10	5	67%	No	2	3	80%
10:00 AM	14	1	93%	No	1	0	100%
11:00 AM	14	1	93%	No	2	-1	107%
12:00 PM	**15**	**0**	**100%**	**Yes**	**2**	**-2**	**113%**
1:00 PM	14	1	93%	No	1	0	100%
2:00 PM	**15**	**0**	**100%**	**Yes**	**1**	**-1**	**107%**
3:00 PM	**15**	**0**	**100%**	**Yes**	**1**	**-1**	**107%**
4:00 PM	13	2	87%	No	1	1	93%
5:00 PM	14	1	93%	No	1	0	100%
6:00 PM	14	1	93%	No	1	0	100%
7:00 PM	**17**	**-2**	**100%+**	**Yes**	**1**	**-3**	**120%**

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Thursday, September 12, 2024
2 Parking supply is estimated to be 15 spaces and is based on an average of 25 feet per space. However, in some instances more vehicles were observed to be parked than the estimated supply. The vehicles maximized the street parking beyond the 25 feet assumed per space. Therefore, a negative number of spaces is noted.
3. Counters observed vehicles parked along a portion of the sidewalk along the north side of St. Joseph Street.

Table 8. St. Joseph Street (West of Santa Anita Ave.) Saturday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Spaces Available[2]	Percent Occupied	Parking Capacity Met?	Including Illegally Parked Vehicles[3]		
					Illegally Parked Vehicles	Spaces Available	Percent Occupied
7:00 AM	2	13	13%	No	5	8	47%
8:00 AM	6	9	40%	No	4	5	67%
9:00 AM	6	9	40%	No	2	7	53%

Table 8. St. Joseph Street (West of Santa Anita Ave.) Saturday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)[1]	Spaces Available[2]	Percent Occupied	Parking Capacity Met?	Including Illegally Parked Vehicles[3]		
					Illegally Parked Vehicles	Spaces Available	Percent Occupied
10:00 AM	11	4	73%	No	2	2	87%
11:00 AM	**14**	**1**	**93%**	**No**	**3**	**-2**	**113%**
12:00 PM	12	3	80%	No	3	0	100%
1:00 PM	12	3	80%	No	4	-1	107%

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Saturday, September 14, 2024
2 Parking supply is estimated to be 15 spaces and is based on an average of 25 feet per space.
3. Counters observed vehicles parked along a portion of the sidewalk along the north side of St. Joseph Street.

Entire Survey Area

The existing weekday parking demand for the entire survey area is presented in Table 9 and the existing Saturday parking demand is presented in Table 10. The peak weekday parking demand occurred at approximately 10:00 AM when 86% of the parking spaces were occupied (73 spaces). The peak weekend parking demand occurred at approximately 11:00 AM when 65% of the parking spaces were occupied (55 spaces). Thus, based on the parking demand survey, there is sufficient on-street parking in the entire study area to meet the current peak parking demands. Furthermore, the parking counts below do not account for the parking demand associated with the existing uses to be removed.

Table 9. Total On-Street Weekday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)	Percent Occupied	Parking Capacity Met?
6:00 AM	45	53%	No
7:00 AM	56	66%	No
8:00 AM	64	75%	No
9:00 AM	67	79%	No
10:00 AM	**73**	**86%**	**No**
11:00 AM	67	79%	No
12:00 PM	62	73%	No
1:00 PM	61	72%	No
2:00 PM	65	76%	No
3:00 PM	65	76%	No
4:00 PM	60	71%	No
5:00 PM	52	61%	No
6:00 PM	58	68%	No
7:00 PM	60	71%	No

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Thursday, September 12, 2024
2 Parking supply is estimated to be 85 spaces.

Table 10. Total On-Street Saturday Parking Demand

Hour Begin	Total Parked Vehicles (VPH)	Percent Occupied	Parking Capacity Met?
7:00 AM	29	34%	No
8:00 AM	48	56%	No
9:00 AM	44	52%	No
10:00 AM	48	56%	No
11:00 AM	**55**	**65%**	**No**
12:00 PM	47	55%	No
1:00 PM	34	40%	No

Source: Attachment A and B
Notes: VPH = vehicles per hour; Peak demand in **bold**.
1 Counts collected on Saturday, September 14, 2024
2 Parking supply is estimated to be 85 spaces.

5 Recommendations

Although the project is proposing to provide significantly more parking than is required per the State Density Bonus, and the ITE parking demand rates also show a potential parking surplus of 41 spaces, the following measure is recommended to minimize potential on-street parking impacts with implementation of the project:

- Provide signage clearly directing visitors to the on-site parking garage.

Furthermore, per the City's parking code, parking on the street is currently prohibited between the hours of 2:30 AM to 5:30 AM daily, which will prevent residents and guests from parking on the street overnight.

6 Summary

Based on the results of the parking demand study presented in this memo, the following summarizes the key findings of the analysis:

- The project consists of 359 apartment units, including 83 studios, 199 one-bedroom units, 68 two-bedroom units, and 9 live/work units. The proposed project would dedicate 35 units for affordable housing and therefore qualifies for the parking incentives under the State Density Bonus program.
- The project is required to provide 180 parking spaces with the State Density Bonus. The project is proposing to provide 454 spaces, 275 spaces beyond what is required.
- Based on the ITE parking demand rates, the project would have a peak parking demand of 413 spaces on a Saturday, leaving a surplus of 41 parking spaces. While the ITE rate does not account for the potential demand associated with the live/work units, per City parking code, only two additional spaces would be required for the live/work nonresidential square footage. Therefore, even with the "work" component of the project, the 454 spaces proposed would meet the estimated parking demand on-site per ITE rates.
- The entire study area has an estimated parking supply of 85 spaces. The peak weekday parking demand occurred at approximately 10:00 AM when 86% of the parking spaces were occupied (73 spaces). The peak

weekend parking demand occurred at approximately 11:00 AM when 65% of the parking spaces were occupied (55 spaces). Therefore, there is sufficient on-street parking in the study area to meet the current peak parking demands.

- The parking data was further refined by street segment and included Rolyn Place- north of St. Joseph Street (blue line, 35 spaces); Rolyn Place- south of St. Joseph Street (red line, 35 spaces); and St. Joseph Street- west of Santa Anita Avenue (green line, 15 spaces).
  - Rolyn Place, north of St. Joseph Street, and closest to the project site, has a relatively high parking demand particularly in the morning between 6:00 AM and 10:00 AM. The parking spaces along this segment were 100% occupied at 10:00 AM. The peak Saturday parking demand occurred at approximately 8:00 AM when 69% of the parking spaces were occupied. The parking observations showed that there is a relatively low on-street parking demand associated with the existing uses at the project site.
  - Rolyn Place, south of St. Joseph Street has the lowest parking occupancy rates of the three areas observed and had a peak weekday parking demand at approximately 7:00 PM when 69% of the parking spaces were occupied. The peak weekend parking demand occurred at approximately 11:00 AM when 57% of the parking spaces were occupied.
  - St. Joseph Street, west of West Santa Anita Avenue is also heavily parked and was fully occupied within four of the 14 hours of parking observations (12:00 PM, 2:00 PM to 3:00 PM, and 7:00 PM). The Saturday peak parking demand occurred at approximately 11:00 AM when 93% of the parking spaces were occupied.
- The following measure is recommended to minimize potential impacts to the on-street parking in the study area:
  - Provide signage clearly directing visitors to the on-site parking garage.

Attachment No. 8

Arborist Report, dated September 2024

Arborist Report

Alexan Arroyo Mixed-Use Development Project
City of Arcadia, California

SEPTEMBER 2024

Prepared for:

CITY OF ARCADIA
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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
City	City of Arcadia
DMU	Downtown Mixed Use
ISA	International Society of Arboriculture
project	Alexan Arroyo Mixed-Use Development Project

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1 Introduction

This report summarizes Dudek's evaluation and analysis of tree resources at the proposed Alexan Arroyo Mixed-Use Development Project (project) site. The project site is approximately 3.11 acres, is fully developed with buildings and surface parking lots, and includes all or portions of Assessor Parcel Numbers 5775-022-028, 5775-022-029, 5775-022-046, 5775-022-047, 5775-022-048, and 5775-022-049 in the City of Arcadia, California (City). Access to the project site is via Rolyn Place and Santa Anita Avenue. The project site is generally east of North Santa Anita Avenue, north of West Saint Joseph Street, west of Rolyn Place, and south of Colorado Boulevard (see Figure 1, Project Location).

The field inventory and assessments of the survey area's trees were conducted on May 3, 2024. The survey area included the project site and a 20-foot buffer zone, where off-site City-owned trees could be impacted by project construction or operation. This report includes a discussion of tree inventory, evaluation, and analysis methods; a summary of findings; identification of anticipated impacts; and tree protection recommendations consistent with Section 9110.01 of the Development Code and the tree removal permit process specified therein, as well as Chapter 8, Comprehensive Tree Management Program, of the City's Municipal Code governing the planting, maintenance, removal, and replacement of City-owned trees on public property.

Under Section 9110.01 of the Development Code, the City requires a permit for removal or encroachment upon the canopy or protected zone of a protected tree, which are defined as:

1. Engelmann oak (*Quercus engelmannii*) or coast live oak (*Quercus agrifolia*) with a trunk diameter larger than four (4) inches measured at a point four and one-half (4½) feet above the root crown, or two (2) or more trunks measuring three (3) inches each or greater in diameter measured at a point four and one-half (4½) feet above the root crown.
2. Any other living California native or non-California native oak tree with a trunk diameter larger than twelve (12) inches measured at a point four and one-half (4½) feet above the root crown, or two (2) or more trunks measuring ten (10) inches each or greater in diameter measured at a point four and one-half (4½) feet above the root crown.
3. California, or western, sycamore (*Platanus Racemose*) with a trunk diameter larger than six (6) inches measured at a point four and one-half (4½) feet above the root crown, or two (2) or more trunks measuring four (4) inches each or greater in diameter measured at a point four and one-half (4½) feet above the root crown.
4. Mature Tree. Any tree, with the exception of the trees listed as Unprotected Trees, that have a trunk diameter larger than twelve (12) inches measured at a point four and one-half (4½) feet above the root crown, or two (2) or more trunks measuring ten (10) inches each or greater in diameter measured at a point of four and one-half (4½) feet above the root crown and the tree is located within a required front, side, street-side, or rear yard setback.

The project is zoned as Downtown Mixed Use (DMU) and is not abutting a residential zone. Per Development Code Section 9102.05.030, Development Standards in Downtown Zones, Table 2-11, there are no required setbacks in the DMU zone. As such, mature trees (excluding protected oak, sycamore, and California native trees as described above) are not considered protected per Section 9110.01 of the Development Code.

Furthermore, Chapter 8, Comprehensive Tree Management Program, of the City's Municipal Code governs the planting, maintenance, removal, and replacement of City-owned trees on public property. Regarding permits required, Chapter 8, Section 9806 states: "No person shall plant, remove, cut any portion of or damage any City-owned tree or shrub on any public property without first obtaining a permit from the Arcadia Public Works Department. The person receiving the permit shall abide by the standards set forth in the permit, this Chapter and all other applicable sections of this Code. The permit shall be void and of no further effect thirty (30) days from and after the date it is issued unless a longer duration is specifically provided for when the permit is issued." Relevant terms in the City's Municipal Code include "protected zone," which is defined as follows:

> A specifically defined area totally encompassing a protected tree within which work activities are strictly controlled. When depicted on a map, the outermost edge of the protected zone will appear as an irregular shaped circle that follows the contour of the dripline of the protected tree. In no case shall the protected zone be less than fifteen (15) feet from the trunk of a protected tree, or exclude the known root structure in the case of irregularly shaped trees.

The City's Development Code does not regulate "Unprotected Trees," which include "any non-oak and non-sycamore trees located outside a required front, side, street-side, or rear yard setback," as well as several species located anywhere on a property, including fruit and nut trees, shamel ash (*Fraxinus uhdei*), eucalyptus (*Eucalyptus* spp.), and tree of heaven (*Ailanthus altissima*) (Section 9110.01.040, Unprotected Trees).

The analysis of potential tree impacts in this report considers the requirements outlined in the appropriate sections of the City's Development Code (Section 9110.01.070, Tree Permit Requirements). The project would involve the removal of 58 trees, including 1 protected privately owned tree and 1 City tree. Additionally, 1 unregulated private tree would be encroached. A total of 5 trees would be preserved without encroachments, including 3 City trees, of which 2 trees qualify as protected trees. Chapter 4 of this report provides recommended replacement measures, based on City requirements, for anticipated tree removals that would result from the project, as well as best management practices for trees proposed for preservation. The provided measures are consistent with the provisions of City's Development Code.

1.1 Summary

The field survey recorded 64 trees within the survey area, including five regulated trees: one protected private tree, two City trees, and two City trees that additionally qualify as protected trees. The one protected private tree is a coast live oak (*Quercus agrifolia*), the two City trees are a holly oak (*Quercus ilex*) and a Peruvian pepper (*Schinus molle*), and the two City trees that additionally qualify as protected trees are a coast live oak and a holly oak. All of the City-owned trees are considered regulated. The inventoried tree locations are depicted in Appendix A, Tree Locations.

Construction of the proposed project is expected to require removal of up to 58 trees, consisting of 2 regulated trees and 56 un-regulated trees. Of the two regulated removals, one is a city tree and one is a protected tree as defined by the City's Development Code (9110.01.030, Protected Trees). Un-regulated trees are not protected by the City and do not require a permit for removal or encroachment. Additionally, 1 unregulated tree would be encroached; the remaining 5 trees are proposed to be preserved, consisting of 3 regulated trees (two city trees that also qualify as protected trees and one city tree that does not qualify as a protected tree) and 2 unregulated trees. The proposed project tree impacts are depicted in Appendix B, Tree Impacts.

The City's Development Code requires planting, at a minimum, two 24-inch box trees for each protected tree removal. Dudek, therefore, recommends planting, at a minimum, four 24-inch box trees on site to mitigate for the anticipated removal of regulated tree nos. 28 (a Peruvian pepper with a diameter at 4.5 feet above ground of 16 inches) and 48 (a coast live oak with a diameter at 4.5 feet above ground of 5 inches).. The city may require a greater quantity and/or greater size requirement to mitigate the removal of the two regulated trees. Should the City require additional mitigation, Dudek recommends replacing the two impacted trees with ten 24-inch box trees. Additional details regarding the additional trees can be found in Section 4.1. Species composition of the planted trees should consist of species native to the area and be appropriate for the site and location.

Chapter 4 of this report provides construction-related tree protection measures and recommendations for long-term maintenance and care for replacement trees and regulated trees that will be retained on site.

1.2 Assignment

Dudek's International Society of Arboriculture (ISA) Certified Arborist performed the following tasks:

- Assessed and inventoried all trees within the survey area (based on the project site plan) and documented species, general health, general structural condition, size, and appearance
- Mapped the location of protected trees on site and used GPS technology, as necessary, to develop a tree location exhibit
- Prepared a tree information matrix that details the attributes of each regulated tree and identifies protection status
- Analyzed tree attribute data and coordinated with the project design team to promote tree retention on site, to the maximum extent practicable
- Evaluated tree impacts based on the project site plans (dated April 2024)
- Prepared this report to document the results of the field survey and impact analyses, as well as to provide recommendations for tree protection and impact replacement measures in accordance with the provisions of the City's Municipal Code.

1.3 Project Description/Location/Setting

The project site contains six buildings, surface parking lots, and minimal landscaping. The project site is adjacent to the Metro A Line light rail tracks, which bound the site to the north. Further north includes a carwash business and Colorado Boulevard. North Santa Anita Avenue, Metro A Line tracks, and industrial land uses are located to the east; the Arcadia Small Animal Hospital, West St. Joseph Street, and commercial uses are located to the south; and Rolyn Place, commercial land uses, and single-family homes are located to the west.

The City recently rezoned the project site from Commercial Manufacturing (C-M) and Arroyo Pacific Specific Plan to Downtown Mixed Use (DMU) through the Housing Element Update. The proposed project is understood to be consistent with the DMU designation; therefore, the proposed project would not require a General Plan Amendment or a zone change.

The project includes 359 apartment units (315 market rate units, 35 very low-income affordable units, and 9 live-work units) and associated residential amenities included within eight stories, including five levels of residential units on top of three levels of aboveground parking garage. The maximum height of the building from the ground to

the building parapet would be approximately 90 feet. A 26-foot fire lane access road would be constructed on site between the building and the adjacent Metro A Line tracks.

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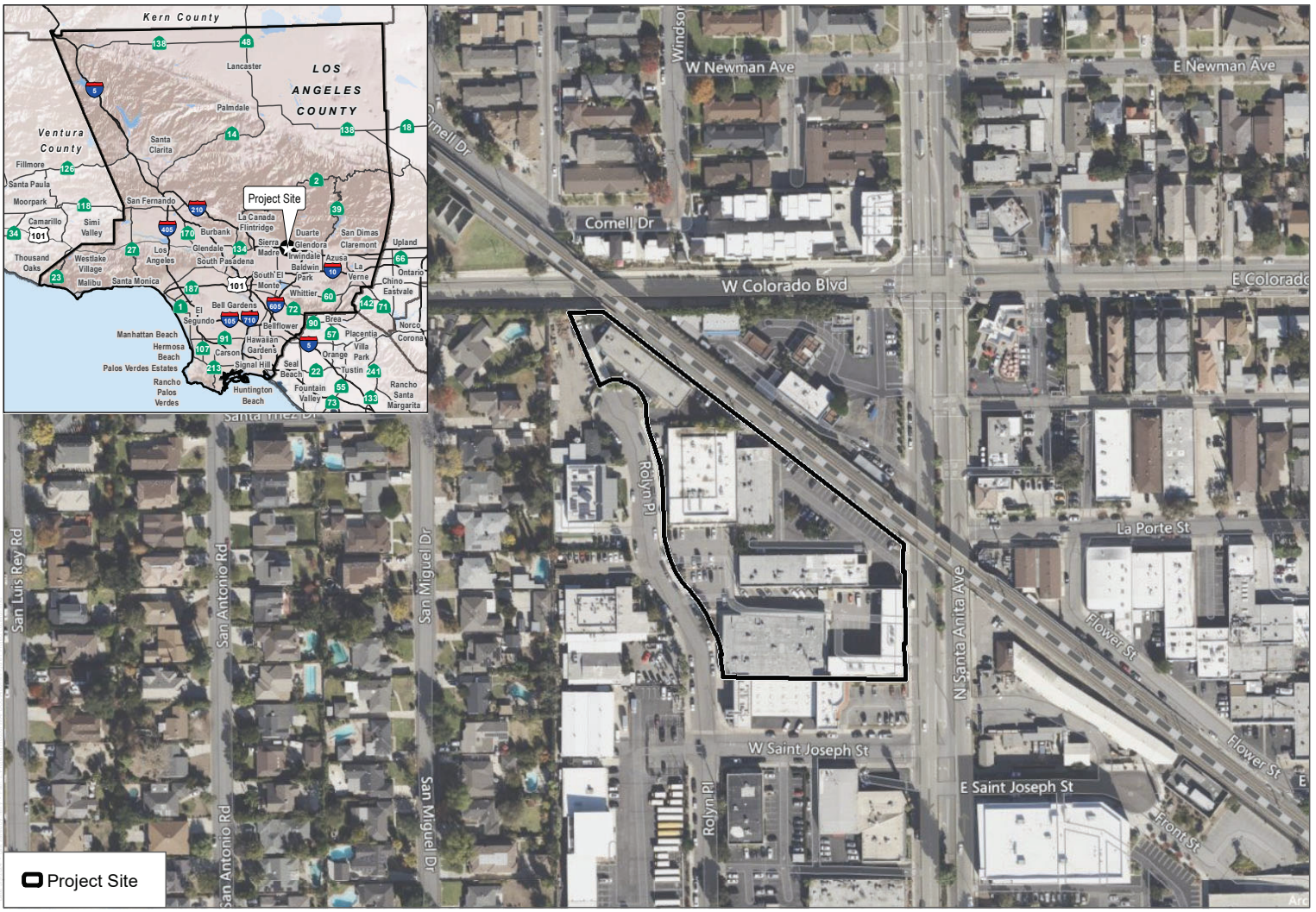

SOURCE: ESRI Imagery 2023, Open Street Map 2023

DUDEK

0 100 200 Feet

FIGURE 1

Project Location

Arborist Report for the Alexan Arroyo Multi-Family Housing Project

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2 Methods

The following sections describe the methods used by Dudek's arborists to inventory and evaluate trees in the tree survey area.

2.1 Field Tree Inventory and Evaluation

Dudek's ISA-Certified Arborist Sarah Tian (WE-13677A) conducted the tree inventory and evaluation on May 3, 2024, to document tree locations and attribute information for all trees within the survey area. The Arborist examined trees in the survey area that would be disturbed by the proposed development. Tree attribute data collected during the field survey included species, trunk diameter, tree height, canopy spread, general health condition, and structural condition. Trunk diameters were measured using a diameter tape, which provides adjusted numbers for diameter measurements when wrapping the tape around the circumference of a tree trunk. Diameter measurements were collected using standard protocol described by the Council of Tree and Landscape Appraisers in its Guide for Plant Appraisal (ISA 2000).

Trunk diameter measurements were taken at 4.5 feet above the ground along the trunk axis, with a few common exceptions. In cases where the trunk of a tree split into multiple stems at approximately 4.5 feet above the ground, the measurement was made at the location that best represented the trunk's diameter. The Arborists estimated tree height measurements, and tree canopy diameter measurements were documented by "pacing-off" the measurement based on the arborist's knowledge of their stride length or visually estimating the canopy width.

Pursuant to the Guide for Plant Appraisal (ISA 2000), tree health and structure were evaluated on five distinct tree components: roots, trunk, scaffold branches, small branches, and foliage. Health and structure were graded as good, good/fair, fair, fair/poor, or poor. Good condition trees exhibit acceptable vigor, healthy foliage, minor (if any) structural issues, and no apparent maladies. Fair condition trees are typical, with few maladies and moderate structural issues, and may exhibit less vigor in foliage and new growth. Trees assigned a poor condition rating exhibit significant health or structural problems or damage.

Tree location mapping was conducted using an Apple iPhone paired with an external Bluetooth antenna (Trimble R1) for increased mapping accuracy. Dudek used the data collected to create a master tree inventory dataset, inclusive of all regulated trees, within the tree survey area. Individual tree locations are provided in Appendix A, and individual tree attributes are provided in Appendix C, Tree Information Matrix.

2.2 Tree Impact Analysis

Following data collection, processing, and analysis, an impact determination was made for each tree based on proximity to the proposed disturbance area. Impact determinations used in this report are as follows:

- Not impacted (tree not affected by project)
- Removal (tree to be removed)
- Encroachment (project disturbance would occur within the protected zone of the tree)

A summary of project-related tree impacts is presented in Section 3.2, Project-Related Impacts, and impact determination status for each tree recorded in the tree survey area is provided in Appendix C.

2.3 Scope of Work Limitations

This report presents tree information as observed in the field. No root crown excavations or investigations, internal probing, or aerial canopy inspections were performed during the tree assessment. Therefore, the presence or absence of internal decay or other hidden or inaccessible inferiorities in individual trees could not be confirmed.

Access issues such as fences and gates prevented the arborist from accessing several trees; in these instances, data were estimated based on satellite imagery and visual estimations from a distance.

3 Findings/Results

3.1 Inventory Summary

Dudek arborist recorded 64 trees in the survey area, including 5 regulated trees, of which 4 trees are off site and 1 tree is on site. Table 1 provides a summary of the species and protected status of the trees mapped within the tree survey area.

Table 1. Summary of Existing Trees

Common Name	Botanical Name	Total Trees	Protected Trees	City-Owned Trees	Protected City-Owned Trees	Non-Protected Trees
African fern pine	*Afrocarpus gracilior*	7	—	—	—	7
Carrotwood	*Cupaniopsis anacardioides*	1	—	—	—	1
Chinese elm	*Ulmus parvifolia*	1	—	—	—	1
Chinese pistache	*Pistacia chinensis*	2	—	—	—	2
Coast live oak	*Quercus agrifolia*	2	1	—	1	—
Cootamundra wattle	*Acacia baileyana*	4	—	—	—	4
Holly oak	*Quercus ilex*	9	—	1	1	7
Hollywood juniper	*Juniperus chinensis* 'Torulosa'	15	—	—	—	15
Italian cypress	*Cupressus sempervirens*	3	—	—	—	3
Japanese black pine	*Pinus thunbergii*	1	—	—	—	1
Lemon bottlebrush	*Callistemon citrinus*	1	—	—	—	1
Mexican fan palm	*Washingtonia robusta*	8	—	—	—	8
Peruvian pepper	*Schinus molle*	1	—	1	—	—
Shamel ash	*Fraxinus uhdei*	3	—	—	—	3
Tree of Heaven	*Ailanthus altissima*	5	—	—	—	5
Weeping fig	*Ficus benjamina*	1	—	—	—	1
	Total	**64**	**1**	**2**	**2**	**59**

Of the 64 total trees in the survey area, 32 (50.00%) trees exhibit good health, 28 (43.75%) trees exhibit fair health, and 4 (6.25%) trees exhibit poor health. Furthermore, 3 (4.69%) trees exhibit good structure, 60 (93.75%) trees

exhibit fair structure, and 1 (1.56%) tree exhibits poor structure. Trunk diameters for trees in the survey area range from 1 inch to 21 inches for single-stemmed trees and from 2 to 35 inches for multi-stemmed trees (total diameter). Tree heights vary from 4 feet to 35 feet. Tree crown widths range from 4 feet to 35 feet across at their widest point.

Of the five regulated trees in the survey area, three (60.00%) trees exhibit good health, one (20.00%) tree exhibits fair health, and one (20.00%) tree exhibits poor health. Furthermore, all five (100.00%) trees exhibit fair structure. Trunk diameters for trees in the survey area range from 5 inches to 21 inches for single-stemmed trees. One tree has two stems with a total diameter of 32 inches (tree no. 19). Tree heights vary from 20 feet to 35 feet. Tree crown widths range from 10 feet to 35 feet across at their widest point. Individual tree attributes can be found in Appendix C.

3.2 Project-Related Impacts

There is wide variation in tolerance to construction impacts among tree species, and the response of an individual tree to impacts also varies with age and condition. Impacts assessed for this project included trees with protected zones within the proposed disturbance area as defined in the project site plan (dated April 2024). The impact discussion in this section identifies all impacts anticipated to result to trees based on an evaluation of tree locations compared with the project site plan. Trees identified for retention and removal are graphically presented in the Tree Impacts exhibit (Appendix B).

The analysis of affected trees presented below is based on the proposed project footprint. For the purposes of this report, tree removal is conservatively considered necessary when the trunk is located inside or within 2 feet of the proposed limits of development. Encroachment is expected when soil and roots are disturbed within the tree-protected zone (canopy drip line or 15 feet from trunk, whichever is greater). Typically, specific circumstances allow some regulated trees that are being encroached upon to be preserved in place within or adjacent to the development area.

Based on grading and development plans for the proposed project, it is estimated that 58 (90.63%) trees will require removal to accommodate the proposed project. The 58 trees consist of 2 regulated trees (one private oak tree (tree no. 48), and one city tree (tree no. 28)) and 56 non-regulated trees. One non-regulated tree would be encroached upon. Five trees, consisting of three regulated trees and two non-regulated trees, would be preserved. Table 2 summarizes impact determinations for all trees within the tree survey area and Appendix C details the individual tree attributes for each tree on the project site

Table 2. Summary of Tree Impact Determinations

Species	Botanical Name	Removal		Encroachment		Preserved		Total
		Regulated	Non-Regulated	Regulated	Non-Regulated	Regulated	Non-Regulated	
African fern pine	*Afrocarpus gracilior*	—	5	—	—	—	2	7
Carrotwood	*Cupaniopsis anacardioides*	—	1	—	—	—	—	1
Chinese elm	*Ulmus parvifolia*	—	1	—	—	—	—	1
Chinese pistache	*Pistacia chinensis*	—	2	—	—	—	—	2
Coast live oak	*Quercus agrifolia*	1	—	—	—	1	—	2
Cootamundra wattle	*Acacia baileyana*	—	4	—	—	—	—	4
Holly oak	*Quercus ilex*	—	7	—	—	2	—	9
Hollywood juniper	*Juniperus chinensis* 'Torulosa'	—	14	—	1	—	—	15
Italian cypress	*Cupressus sempervirens*	—	3	—	—	—	—	3
Japanese black pine	*Pinus thunbergii*	—	1	—	—	—	—	1
Lemon bottlebrush	*Callistemon citrinus*	—	1	—	—	—	—	1
Mexican fan palm	*Washingtonia robusta*	—	8	—	—	—	—	8
Peruvian pepper	*Schinus molle*	1	—	—	—	—	—	1
Shamel ash	*Fraxinus uhdei*	—	3	—	—	—	—	3
Tree of Heaven	*Ailanthus altissima*	—	5	—	—	—	—	5

Table 2. Summary of Tree Impact Determinations

Species	Botanical Name	Removal		Encroachment		Preserved		Total
		Regulated	Non-Regulated	Regulated	Non-Regulated	Regulated	Non-Regulated	
Weeping fig	*Ficus benjamina*	—	1	—	—	—	—	1
	Total All Trees	**2**	**56**	**—**	**1**	**3**	**2**	**64**

4 Management Recommendations

4.1 Recommendations

Removals

The City's Municipal Code replacement requirement for protected tree removals is as follows:

A. **Tree Replacement.** For every protected tree that was approved to be removed, it shall be replaced with a minimum of two (2) new 24-inch box trees. When it is appropriate, the Director may modify, waive, increase, or reduce the tree replacement requirement.

Based on the proposed site plan, the project would require removal of two regulated trees, one of which is a City tree (tree no. 28). Consistent with the City's requirements, the replacements as shown in Table 3 are recommended for removals associated with the project. However, it should be noted that while the minimum replacement ratio is recommended in Table 3, the City may require a greater quantity and/or greater size requirement to mitigate the removal of regulated tree nos. 28 (a Peruvian pepper with a diameter at 4.5 feet above ground of 16 inches) and 48 (a coast live oak with a diameter at 4.5 feet above ground of 5 inches). As such, should the City require additional mitigation trees, Dudek recommends replacing the overall diameter lost. As shown in Table 3, the combined diameter total for the two tree removals is 21 inches. As such, based upon the average diameter size of a 24-inch box tree, which can range from 2- to 2.5- inches, Dudek recommends replacing the two impacted trees with ten 24-inch box trees. The total diameter replacement achieved by planting ten 24-inch box trees would be approximately 20- to 25- inches, thus adequately replacing the 21 diameter inches removed.

Table 3. Recommendations for Proposed Protected Tree Removals

Species	Botanical Name	Expected Removal (number)	Diameter Inches Removal	City Minimum Replacement Quantity	Alternative Replacement Plantings (number) and Size
Coast live oak	*Quercus agrifolia*	1	5	2 24-inch box	2 24-inch box
Peruvian pepper*	*Schinus molle*	1	16	2 24-inch box	8 24-inch box
	Total	**2**	**21**	**4 24-inch box**	**10 24-inch box**

Notes:
* Recommend replacement with California native species and/or drought tolerant non-invasive species.

Relocations

Relocation potential for trees was determined by the following criteria: trees in good health, with a single stem with a diameter at standard height of 10 inches or less were deemed as possible relocations. While tree relocation is

not required by the City's Development Code, the project applicant may relocate trees following the completion of construction if desired. The following trees were determined to be potential relocations: nos. 1, 3, 7, 27, 29, 30, 31, 33, 35, 36, 48, and 51. As stated, relocation is not a City requirement, and any on site relocation would be at the discretion of the applicant. The relocation information, as provided, is included as a baseline for the applicant, should they choose to incorporate these trees into the post-development landscape. It should be noted that the feasibility of incorporation into the post-development should be analyzed by the applicant's landscape architect and is beyond the scope of this review. Detailed information on each tree, along with its relocation potential, can be found in Attachment C.

Encroachment into Protected Zone of Retained Trees

The project would encroach upon one non-regulated tree and preserve five trees, including three regulated trees. Per the City's Municipal Code, protective measures for protected trees are required to minimize root damage during development and construction activities. Damage is defined as any action undertaken that goes beyond industry pruning standards that is done without consultation of a Certified Arborist that causes injury, death, or disfigurement to a protected tree. Additionally, property owners have the responsibility to maintain, in good condition, all street trees in adjacent parkways and public rights-of-way.

Because no regulated trees are proposed for encroachment, Dudek does not anticipate the necessity of protective measures during development and construction activities. However, if such activities occur near the protected zones of the three regulated trees proposed to be preserved, the following measures will be required per the City's Municipal Code:

1. No building, structure, wall, or impervious paving shall be located within the protected zone of any protected tree.
2. No construction-related activities shall occur within the protected zone of any protected tree, including, but not limited to, building construction, storage of materials, grade changes, or attachment of wires to or around tree trunks, stems, or limbs.
3. Each and every protected tree shall be shielded from damage during construction by a 6-foot-high chain-link fence surrounding the entire dripline. The fence shall be supported by 2-inch galvanized poles driven into the ground at appropriate distances. Fencing shall be installed prior to the commencement of any development on the site and remain in place throughout the construction and landscape period.
4. Branches that may be injured by vehicles or that interfere with construction shall be pruned carefully.
5. The root protection zone shall be irrigated with clean potable water to keep the tree in good health and vigor before, during, and after construction.
6. All work conducted in the ground within the root protection zone of any protected tree shall be completed with hand tools.
7. Any required trenching shall occur outside of the dripline or protected zone of a protected tree.
8. Cutting of roots should be avoided.
9. "Natural" or pre-construction grade should be maintained in the root protection zone.

In addition to the City-required tree protection measures, Dudek recommends that all of the preserved trees be protected per the recommendations provided in Appendix D, Tree Protection Measures. Appendix D provides additional tree protection recommendations to minimize impacts to preserved and encroached trees. These recommendations should be implemented prior to, during, and following construction. Appendix D includes measures such as worker training to avoid direct impacts to trees and monthly inspections by an arborist to promote the long-term health of retained trees. Arborist monitoring during work that encroaches trees' protected zones is recommended to minimize root disturbance and determine the best course of action for root pruning, supplemental irrigation, branch trimming, and/or other potential impactful activities. Refer to Appendix D for detailed recommendations for trees retained on the project site.

4.2 Tree Permits

The project applicant will need to submit a tree permit application to the City. Evaluations of all protected trees and street trees proposed for removal, a copy of this report, the final project site plan, and all necessary fees need to accompany the application. A tree permit is required for removing, topping, trimming, damaging, or encroaching on the protected zone and/or canopy of any protected tree. A permit is further required for planting, removing, cutting, or damaging any City-owned tree or shrub on any public property. Following the completion of work, the client's Certified Arborist must submit a follow-up report to the City that the work was completed, and the work must be done to the satisfaction of the City Director.

5 Disclosure

This arborist report provides conclusions and recommendations based only on a visual examination of the trees within the tree survey area by ISA Certified Arborists and reasonable reliance on the completeness and accuracy of the information provided to the arborists. The examination did not include subterranean or internal examination of the trees.

Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees; recommend measures to enhance the beauty and health of trees; and attempt to reduce the risk of living near them. Although trees provide many benefits to those who live near them, they also include inherent risks from breakage or failure that can be minimized but not eliminated.

Arborists cannot detect every condition that could possibly lead to the failure of a tree. Trees are living organisms subject to attack by disease, insects, fungi, weather, and other forces of nature, and conditions that lead to failure are often hidden within trees and below ground. There are some inherent risks with trees that cannot be predicted with any degree of certainty, even by a skilled and experienced arborist. Arborists cannot predict acts of nature, including, without limitation, storms of sufficient strength, which can cause an apparently healthy tree to fail. Additionally, arborists cannot guarantee that a tree will be healthy or safe under all circumstances or for any specific period. A tree's condition could change over a short or long period of time due to climatic, cultural, or environmental conditions. Further, there is no guarantee or certainty that recommendations or efforts to correct unsafe conditions will prevent future breakage or failure of a tree.

To live or work near trees is to accept some degree of risk. Neither the author of this arborist report nor Dudek assumes any responsibility for or will be liable for any claims, losses, or damages for damage to any tree, death or injury to any person, or any loss of or damage to any personal or real property.

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6 References

ISA (International Society of Arboriculture). 2000. *Guide for Plant Appraisal.* 9th ed. Council of Tree and Landscape Appraisers.

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Appendix A
Tree Locations

SOURCE: AERIAL-BING MAPPING SERVICE 2023

DUDEK 0 15 30 Feet

APPENDIX A

Tree Locations - View 1

Arborist Report for the Alexan Arroyo Multi-Family Housing Project

SOURCE: AERIAL-BING MAPPING SERVICE 2023

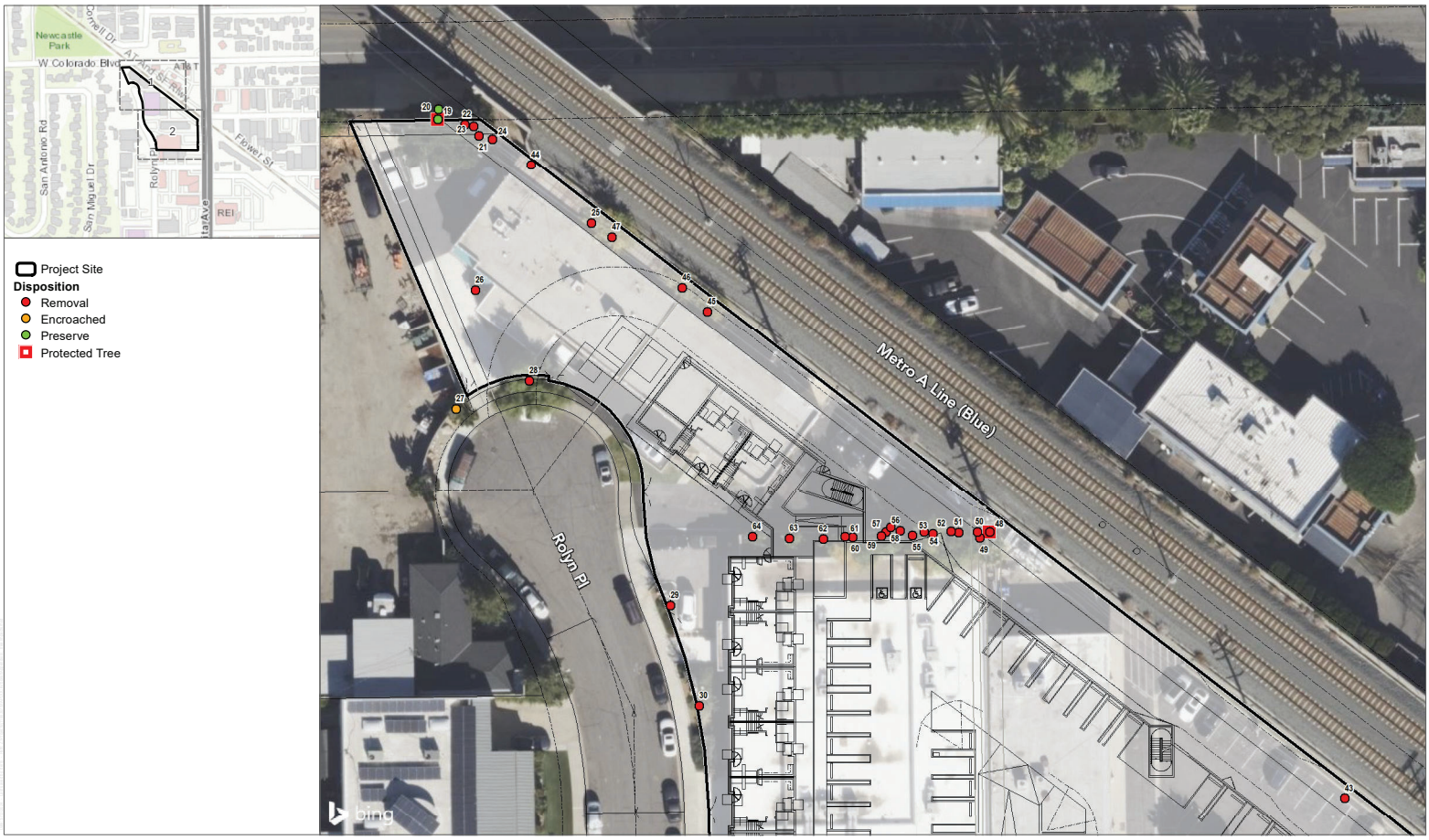
DUDEK 0 15 30 Feet

APPENDIX A

Tree Locations - View 2

Arborist Report for the Alexan Arroyo Multi-Family Housing Project

Appendix B
Tree Impacts



SOURCE: AERIAL-BING MAPPING SERVICE 2023; DEVELOPMENT-PSOMAS 2024

DUDEK

0 15 30 Feet

APPENDIX B

Tree Impacts - View 1

Arborist Report for the Alexan Arroyo Multi-Family Housing Project

SOURCE: AERIAL-BING MAPPING SERVICE 2023; DEVELOPMENT-PSOMAS 2024

DUDEK 0 15 30 Feet

APPENDIX B

Tree Impacts - View 2

Arborist Report for the Alexan Arroyo Multi-Family Housing Project

Appendix C
Tree Information Matrix

Appendix C- Tree Information Matrix

Tree ID	Botanical Name	Common Name	Stems	Sum DSH	Individual Stems (in.)						Height (ft.)	Crown Width (ft.)	Health	Structure	Notes	Potential Relocation	Protected Tree	City Tree	Location	Impact	Latitude	Longitude
					D1	D2	D3	D4	D5	D6												
1	*Acacia baileyana*	Cootamundra wattle	1	4	4	-	-	-	-	-	20	20	Good	Good		Yes	No	No	On-Site	Removal	34.14	-118.03
2	*Acacia baileyana*	Cootamundra wattle	1	3	3	-	-	-	-	-	15	10	Poor	Poor	Dead wood	No	No	No	On-Site	Removal	34.14	-118.03
3	*Acacia baileyana*	Cootamundra wattle	1	5	5	-	-	-	-	-	15	15	Good	Fair	Lean	Yes	No	No	On-Site	Removal	34.14	-118.03
4	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	2	9	6	3	-	-	-	-	15	10	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
5	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	5	5	-	-	-	-	-	13	8	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
6	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	2	14	8	6	-	-	-	-	20	12	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
7	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	9	9	-	-	-	-	-	20	12	Good	Fair		Yes	No	No	On-Site	Removal	34.14	-118.03
8	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	12	12	-	-	-	-	-	20	15	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
9	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	12	12	-	-	-	-	-	20	15	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
10	*Pinus thunbergii*	Japanese black pine	2	22	12	10	-	-	-	-	12	25	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
11	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	2	12	6	6	-	-	-	-	17	15	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
12	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	2	12	8	4	-	-	-	-	12	15	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
13	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	3	13	6	5	2	-	-	-	15	15	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
14	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	3	10	5	3	2	-	-	-	17	10	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
15	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	6	6	-	-	-	-	-	15	10	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
16	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	9	9	-	-	-	-	-	13	20	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
17	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	14	14	-	-	-	-	-	15	20	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
18	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	14	14	-	-	-	-	-	25	25	Good	Fair		No	No	No	On-Site	Removal	34.14	-118.03
19	*Quercus agrifolia*	Coast live oak	2	32	19	13	-	-	-	-	27	35	Good	Fair	No tag estimated data. On other side of fence.	No	Yes	Yes	Off-Site	Preserve	34.15	-118.03
20	*Quercus ilex*	Holly oak	1	8	8	-	-	-	-	-	25	15	Poor	Fair	No tag estimated data. On other side of fence.	No	No	Yes	Off-Site	Preserve	34.15	-118.03
21	*Washingtonia robusta*	Mexican fan palm	1	10	10	-	-	-	-	-	10	10	Fair	Fair	No tag. Other side of fence.	No	No	No	On-Site	Removal	34.15	-118.03
22	*Cupaniopsis anacardioides*	Carrotwood	1	2	2	-	-	-	-	-	13	10	Poor	Fair	Tag S	No	No	No	On-Site	Removal	34.15	-118.03
23	*Ulmus parvifolia*	Chinese elm	1	1	1	-	-	-	-	-	8	12	Poor	Fair	Tag S	No	No	No	On-Site	Removal	34.15	-118.03
24	*Washingtonia robusta*	Mexican fan palm	1	4	4	-	-	-	-	-	5	5	Fair	Fair	No tag. Other side of fence.	No	No	No	On-Site	Removal	34.15	-118.03
25	*Ailanthus altissima*	Tree of Heaven	3	30	10	10	10	-	-	-	20	20	Fair	Fair	Estimated data no tag. Access issue, very limited visibility	No	No	No	On-Site	Removal	34.15	-118.03
26	*Callisteman citrinus*	Lemon bottlebrush	2	2	1	1	-	-	-	-	5	5	Fair	Fair		No	No	No	On-Site	Removal	34.15	-118.03
27	*Juniperus chinensis* 'Torulosa'	Hollywood juniper	1	9	9	-	-	-	-	-	12	15	Good	Fair		Yes	No	No	Off-Site	Encroached	34.15	-118.03
28	*Schinus molle*	Peruvian pepper	1	16	16	-	-	-	-	-	25	25	Good	Fair		No	No	Yes	Off-Site	Removal	34.15	-118.03
29	*Quercus ilex*	Holly oak	1	3	3	-	-	-	-	-	11	9	Good	Good		Yes	No	No	On-Site	Removal	34.14	-118.03
30	*Quercus ilex*	Holly oak	1	5	5	-	-	-	-	-	17	12	Good	Good		Yes	No	No	On-Site	Removal	34.14	-118.03
31	*Quercus ilex*	Holly oak	1	5	5	-	-	-	-	-	10	12	Good	Fair		Yes	No	No	On-Site	Removal	34.14	-118.03
32	*Quercus ilex*	Holly oak	1	5	5	-	-	-	-	-	12	15	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
33	*Acacia baileyana*	Cootamundra wattle	1	4	4	-	-	-	-	-	12	11	Good	Fair	Lean	Yes	No	No	On-Site	Removal	34.14	-118.03
34	*Quercus ilex*	Holly oak	1	3	3	-	-	-	-	-	11	10	Fair	Fair		No	No	No	On-Site	Removal	34.14	-118.03
35	*Quercus ilex*	Holly oak	1	3	3	-	-	-	-	-	9	8	Good	Fair		Yes	No	No	On-Site	Removal	34.14	-118.03
36	*Quercus ilex*	Holly oak	1	5	5	-	-	-	-	-	15	16	Good	Fair		Yes	No	No	On-Site	Removal	34.14	-118.03
37	*Quercus ilex*	Holly oak	1	21	21	-	-	-	-	-	35	25	Fair	Fair	Previous pruning wound. Watersprouts.	No	Yes	Yes	Off-Site	Preserve	34.14	-118.03
38	*Cupressus sempervirens*	Italian cypress	2	11	6	5	-	-	-	-	20	10	Fair	Fair		No	No	No	Off-Site	Removal	34.14	-118.03
39	*Cupressus sempervirens*	Italian cypress	1	7	7	-	-	-	-	-	25	8	Fair	Fair		No	No	No	Off-Site	Removal	34.14	-118.03
40	*Cupressus sempervirens*	Italian cypress	1	8	8	-	-	-	-	-	30	7	Fair	Fair		No	No	No	Off-Site	Removal	34.14	-118.03
41	*Afrocarpus gracilior*	African fern pine	2	2	1	1	-	-	-	-	10	8	Good	Fair	Shrub form. Tag S	No	No	No	Off-Site	Preserve	34.14	-118.03
42	*Afrocarpus gracilior*	African fern pine	2	2	1	1	-	-	-	-	10	5	Good	Fair	Shrub form. Tag S	No	No	No	Off-Site	Preserve	34.14	-118.03
43	*Washingtonia robusta*	Mexican fan palm	1	2	2	-	-	-	-	-	7	5	Fair	Fair	Tag on fence	No	No	No	On-Site	Removal	34.14	-118.03
44	*Ailanthus altissima*	Tree of Heaven	1	2	2	-	-	-	-	-	10	7	Fair	Fair	Estimated data, access issue. Very limited visibility	No	No	No	On-Site	Removal	34.15	-118.03
45	*Ailanthus altissima*	Tree of Heaven	2	8	4	4	-	-	-	-	25	15	Fair	Fair	Estimated data no tag. No access, closed gate and dog	No	No	No	On-Site	Removal	34.15	-118.03
46	*Ailanthus altissima*	Tree of Heaven	3	13	5	4	4	-	-	-	25	15	Fair	Fair	Estimated data no tag. No access, closed gate and dog	No	No	No	On-Site	Removal	34.15	-118.03
47	*Ailanthus altissima*	Tree of Heaven	3	13	5	4	4	-	-	-	25	15	Fair	Fair	Estimated data no tag. No access, very limited visibility. closed gate and dog	No	No	No	On-Site	Removal	34.15	-118.03
48	*Quercus agrifolia*	Coast live oak	1	5	5	-	-	-	-	-	20	10	Good	Fair	Estimated data no tag. No access, behind fence	Yes	Yes	No	On-Site	Removal	34.14	-118.03
49	*Washingtonia robusta*	Mexican fan palm	1	14	14	-	-	-	-	-	23	10	Good	Fair	Estimated data no tag. No access, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
50	*Washingtonia robusta*	Mexican fan palm	1	14	14	-	-	-	-	-	17	10	Good	Fair	Estimated data no tag. No access, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
51	*Washingtonia robusta*	Mexican fan palm	1	10	10	-	-	-	-	-	12	14	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	Yes	No	No	On-Site	Removal	34.14	-118.03
52	*Afrocarpus gracilior*	African fern pine	1	8	8	-	-	-	-	-	22	12	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
53	*Ficus benjamina*	Weeping fig	8	35	8	5	5	5	3	3	30	25	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
54	*Fraxinus uhdei*	Shamel ash	3	16	8	4	4	-	-	-	35	25	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
55	*Pistacia chinensis*	Chinese pistache	1	7	7	-	-	-	-	-	25	15	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
56	*Afrocarpus gracilior*	African fern pine	5	25	5	5	5	5	5	-	25	15	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
57	*Fraxinus uhdei*	Shamel ash	2	6	3	3	-	-	-	-	22	10	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
58	*Washingtonia robusta*	Mexican fan palm	1	3	3	-	-	-	-	-	4	4	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
59	*Washingtonia robusta*	Mexican fan palm	1	3	3	-	-	-	-	-	4	4	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
60	*Fraxinus uhdei*	Shamel ash	2	12	6	6	-	-	-	-	35	25	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
61	*Pistacia chinensis*	Chinese pistache	2	12	6	6	-	-	-	-	30	12	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
62	*Afrocarpus gracilior*	African fern pine	6	10	3	3	1	1	1	1	12	10	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
63	*Afrocarpus gracilior*	African fern pine	5	9	3	3	1	1	1	-	12	10	Fair	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03
64	*Afrocarpus gracilior*	African fern pine	5	9	3	3	1	1	1	-	14	13	Good	Fair	Estimated data no tag. No access, cannot see trunk, behind fence	No	No	No	On-Site	Removal	34.14	-118.03

Appendix D
Tree Protection Measures

The following sections are included as general guidelines for tree protection from construction impacts. The measures presented should be monitored by arborists and enforced by contractors and developers for maximum benefit to the trees.

Tree Protection Measures Prior to Construction

Prior to any grading activity, preserved trees that fall within 500 feet of construction activity shall be protected by fencing and signage. All contractors shall be made aware of the tree protection measures.

Fencing: A 4-foot high, orange-webbing, polypropylene barricade fence with tree protection signs shall be erected around all trees (or tree groups) to be preserved. The protective fence should be installed ten feet beyond the dripline of the tree. This will delineate the tree protection area and prevent unwanted activity in and around the trees in order to reduce soil compaction in the root zones of the trees and other damage from heavy equipment. The fence webbing shall be secured to 6-foot, heavy gauge t-bar line posts, pounded in the ground a minimum of 18-inches and spaced 8-feet on-center. Fence webbing will be attached to t-bar posts with minimum 14-gage wire fastened to the top, middle and bottom of each post. Tree protection signs should be attached to every fourth post. The contractor shall maintain the fence to keep it upright, taut, and aligned at all times. Fencing shall be removed only after all construction activities are complete.

Pre-Construction Meeting: A pre-construction meeting shall be held between all contractors (including grading, tree removal/pruning, builders, etc.) and the arborist. The arborist will instruct the contractors on tree protection practices and answer any questions. All equipment operators and spotters, assistants, or those directing operators from the ground, shall provide written acknowledgement of their receiving tree protection training. This training shall include information on the location and marking of protected trees, the necessity of preventing damage, and the discussion of work practices that will accomplish such.

Protection and Maintenance During Construction

Once construction activities have begun the following measures shall be adhered to:

Equipment Operation and Storage: Avoid heavy equipment operation around the trees. Operating heavy machinery around the root zones of trees will increase soil compaction, which decreases soil aeration and subsequently reduces water penetration in the soil. All heavy equipment and vehicles should, at minimum, stay out of the fenced tree protection zone, unless where specifically approved in writing and under the supervision of a Certified Arborist.

Storage and Disposal: Do not store or discard any supply or material, including paint, lumber, concrete overflow, etc. within the protection zone. Remove all foreign debris within the protection zone; it is important to leave the duff, mulch, chips, and leaves around the retained trees for water retention and nutrients. Avoid draining or leakage of equipment fluids near retained trees. Fluids such as: gasoline, diesel, oils, hydraulics, brake and transmission fluids, paint, paint thinners, and glycol (anti-freeze) should be disposed of properly. Keep equipment parked at least 50 feet away from retained trees to avoid the possibility of leakage of equipment fluids into the soil. The effect of toxic equipment fluids on the retained trees could lead to decline and death.

Grade Changes: Grade changes, including adding fill, are not permitted within the tree protection zone, without special written authorization and under supervision by a Certified Arborist. Lowering

the grade within this area will necessitate cutting main support and feeder roots, jeopardizing the health and structural integrity of the tree(s). Adding soil, even temporarily, on top of the existing grade will compact the soil further, and decrease both water and air availability to the trees' roots.

Moving Construction Materials: Care will be taken when moving equipment or supplies near the trees, especially overhead. Avoid damaging the tree(s) when transporting or moving construction materials and working around the tree (even outside of the fenced tree protection zone). Above ground tree parts that could be damaged (e.g., low limbs, trunks) should be flagged with red ribbon. If contact with the tree crown is unavoidable, prune the conflicting branch(es) using ISA standards.

Root Pruning: Except where specifically approved in writing, all trenching shall be outside of the fenced protection zone. Roots primarily extend in a horizontal direction forming a support base to the tree similar to the base of a wineglass. Where trenching is necessary in areas that contain tree roots, prune the roots using a Dosko root pruner or equivalent. All cuts should be clean and sharp, to minimize ripping, tearing, and fracturing of the root system. The trench should be made no deeper than necessary.

Irrigation: Trees that have been substantially root pruned (30% or more of their root zone) will require irrigation for the first twelve months. The first irrigation should be within 48 hours of root pruning. They should be deep watered every two to four weeks during the summer and once a month during the winter (adjust accordingly with rainfall). One irrigation cycle should thoroughly soak the root zones of the trees to a depth of 3 feet. The soil should dry out between watering; avoid keeping a consistently wet soil. Designate one person to be responsible for irrigating (deep watering) the trees. Check soil moisture with a soil probe before irrigating. Irrigation is best accomplished by installing a temporary above ground micro-spray system that will distribute water slowly (to avoid runoff) and evenly throughout the fenced protection zone ***but never soaking the area located within 6- feet of the tree trunk, especially during warmer months***.

Pruning: Do not prune any of the trees until all construction is completed. This will help protect the tree canopies from damage. All pruning shall be completed under the direction of an ISA Certified Arborist and using ISA guidelines. Only dead wood shall be removed from tree canopies.

Washing: During construction in summer and autumn months, wash foliage of trees adjacent to the construction sites with a strong water stream every two weeks in early hours before 10:00 a.m. to control mite and insect populations.

Inspection: An ISA Certified Arborist shall inspect the impacted preserved trees on a monthly basis during construction. A report comparing tree health and condition to the original, pre-construction baseline shall be submitted following each inspection. Photographs of representative trees are to be included in the report on a minimum annual basis.

Maintenance After Construction

Once construction is complete the fencing may be removed and the following measures performed to sustain and enhance the vigor of the preserved trees.

Mulch: Provide a 4-inch mulch layer under the canopy of trees. Mulch should include clean, organic mulch that will provide long-term soil conditioning, soil moisture retention, and soil temperature control.

Pruning: The trees will not require regular pruning. Pruning should *only* be done to maintain clearance and remove broken, dead or diseased branches. Pruning shall only take place following a

recommendation by an ISA Certified Arborist and performed under the supervision of an ISA Certified Arborist. No more than 15% of the canopy shall be removed at any one time. All pruning shall conform to International Society of Arboriculture standards.

Watering: The natural trees that are not disturbed should not require regular irrigation, other than the twelve months following substantial root pruning. However, soil probing will be necessary to accurately monitor moisture levels. Especially in years with low winter rainfall, supplemental irrigation for the trees that sustained root pruning and any newly planted trees may be necessary. The trees should be irrigated *only* during the winter and spring months.

Watering Adjacent Plant Material: All plants near the trees shall be compatible with water requirements of said trees. The surrounding plants should be watered infrequently with deep soaks and allowed to dry out in-between, rather than frequent light irrigation. The soil shall not be allowed to become saturated or stay continually wet. Irrigation spray shall not hit the trunk of any tree. A 60-inch dry-zone shall be maintained around all tree trunks. An above ground micro-spray irrigation system is recommended over typical underground pop-up sprays.

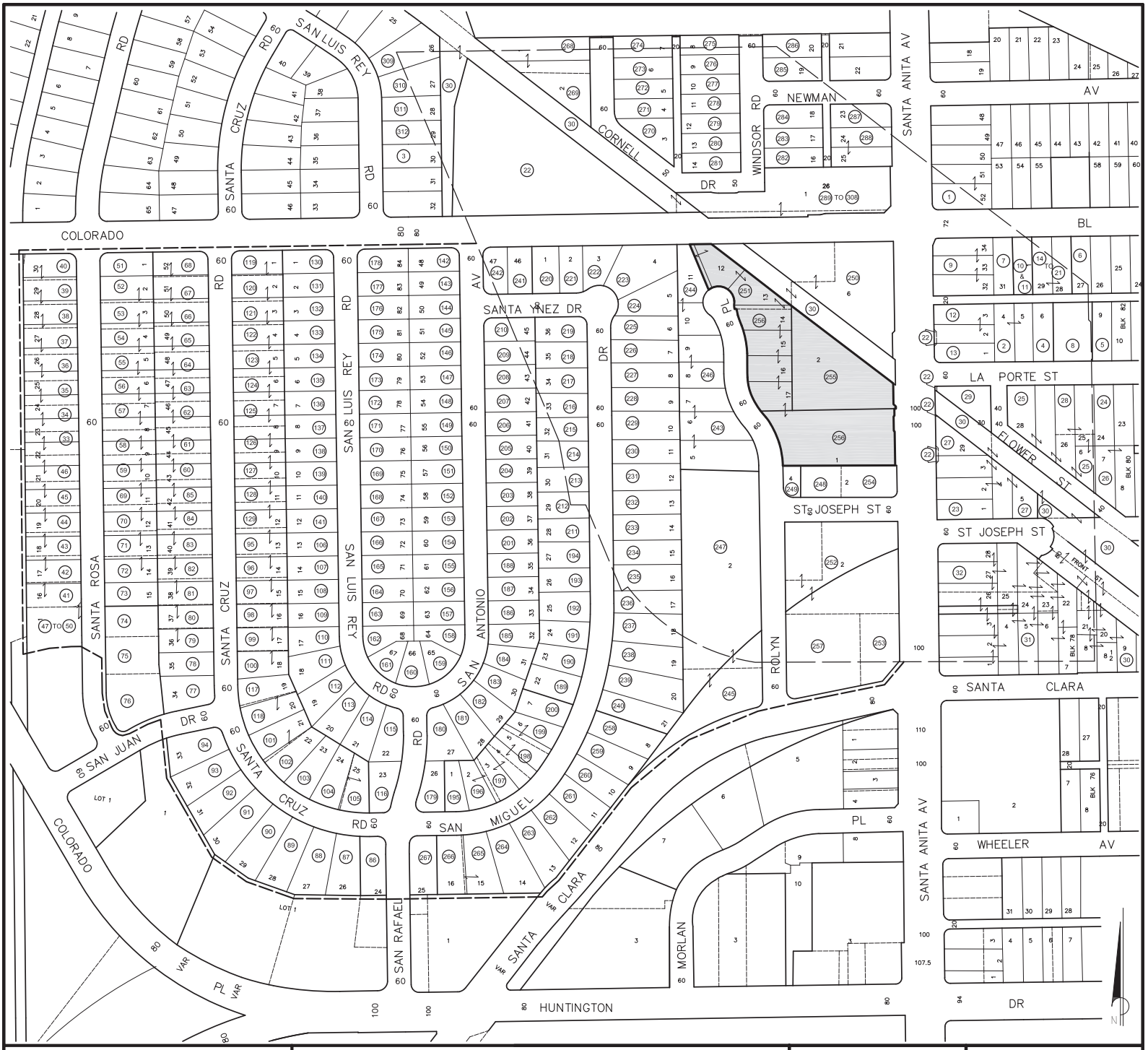
Washing: Periodic washing of the foliage is recommended during construction but no more than once every two weeks. Washing should include the upper and lower leaf surfaces and the tree bark. This should continue beyond the construction period at a less frequent rate with a high-powered hose only in the early morning hours. Washing will help control dirt/dust buildup that can lead to mite and insect infestations.

Spraying: If the trees are maintained in a healthy state, regular spraying for insect or disease control should not be necessary. If a problem does develop, an ISA Certified Arborist should be consulted; the trees may require application of insecticides to prevent the intrusion of bark-boring beetles and other invading pests. All chemical spraying should be performed by a licensed applicator under the direction of a licensed pest control advisor.

Inspection: All trees that were impacted during construction within the tree protection zone should be monitored by an ISA Certified Arborist for the first five years after construction completion. The Arborist shall submit an annual report, photograph each tree and compare tree health and condition to the original, pre-construction baseline.

Attachment No. 9

Expanded Radius Map



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CITY OF ARCADIA
NOTIFICATION AREA MAP

LEGEND
(255) OWNERSHIP NO.
OWNERSHIP HOOK

CASE NO.
DATE: 10-13-2025
SCALE: 1" = 100'
OWNERSHIP MAP

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director and Chen Suen, Fire Chief
By: Ken Fields, Building Official
Mark Krikorian, Fire Marshal
Ali Doudar, Plans Examiner

SUBJECT: ADOPTION OF THE CALIFORNIA BUILDING AND CALIFORNIA FIRE CODES

ORDINANCE NO. 2408 AMENDING ARTICLE VIII OF THE ARCADIA MUNICIPAL CODE RELATING TO BUILDING REGULATIONS; AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, AND APPENDIX J, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA EXISTING BUILDINGS CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), AND THE LOS ANGELES COUNTY GRADING CODE WITH ADDITIONS, AMENDMENTS, AND DELETIONS

CEQA: Not a Project
Recommendation: Adopt

ORDINANCE NO. 2409 AMENDING ARTICLE III OF THE ARCADIA MUNICIPAL CODE RELATING TO FIRE REGULATIONS; AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE IN ITS ENTIRETY, INCLUDING APPENDICES, CHAPTER 4, B, C, D, K, AND P BASED ON THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, AND THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE IN ITS ENTIRETY,

INCLUDING APPENDIX A, BASED ON THE 2024 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

At the October 21, 2025, City Council Meeting, the City Council introduced the attached Ordinance No. 2408, amending Article VIII of the Arcadia Municipal Code relating to Building Codes, and Ordinance No. 2409, amending Article III of the Arcadia Municipal Code relating to Fire Codes, and scheduled a Public Hearing for November 18, 2025.

The Staff Report from the meeting on October 21, 2025, describes the applicable process and changes, includes all necessary findings and justifications for the amendments, and is attached and incorporated herein for reference (see Attachment No. 3). The proposed amendments and additions to the 2025 California Building Standards Codes ("CBSC") were recommended in order to comply with State requirements, and to maintain the current construction standards within the City. The proposed Code changes primarily address life safety and provide enhanced fire protection and prevention for buildings located in the City.

ENVIRONMENTAL ANALYSIS

The proposed code adoptions and amendments to the Arcadia Municipal Code will not have a significant effect on the environment, therefore, this activity is exempt from the California Environmental Quality Act ("CEQA"), per Section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT

The adoption of the proposed codes and amendments will have no fiscal impact on the City.

RECOMMENDATION

It is recommended that the City Council:

1. Adopt the necessary findings, find the action does not constitute a project under the California Environmental Quality Act ("CEQA"), and adopt Ordinance No. 2408 amending Article VIII of the Arcadia Municipal Code relating to Building Regulations; and adopting by reference the 2025 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2025 California Residential Code, the 2025 California Green Building Standards Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Existing Buildings Code, the Uniform Code for the Abatement of Dangerous Buildings (1997 Edition), and the Los Angeles County Grading Code with additions, amendments, and deletions; and

2. Adopt the necessary findings, find the action does not constitute a project under the California Environmental Quality Act ("CEQA"), and adopt Ordinance No. 2409 amending Article III of the Arcadia Municipal Code relating to Fire Regulations; and adopting by reference the 2025 Edition of the California Fire Code in its entirety, including Appendices, Chapter 4, B, C, D, K, and P based on the 2024 Edition of the International Fire Code published by the International Code Council, and the 2025 Edition of the California Wildland-Urban Interface Code in its entirety, including Appendix A, based on the 2024 Edition of the International Wildland-Urban Interface Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Ordinance No. 2408 (Findings of Fact attached as Exhibit "A")

Attachment No. 2: Ordinance No. 2409 (Findings of Fact attached as Exhibit “A”)
Attachment No. 3: October 21, 2025, City Council Staff Report

ORDINANCE NO. 2408

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING ARTICLE VIII OF THE ARCADIA MUNICIPAL CODE RELATING TO BUILDING REGULATIONS; AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, AND APPENDIX J, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA EXISTING BUILDINGS CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), AND THE LOS ANGELES COUNTY GRADING CODE WITH ADDITIONS, AMENDMENTS, AND DELETIONS

WHEREAS, pursuant to Government Code Section 50022.1 *et seq.* the City may adopt by reference the California Building Standards Code, 2025 Edition as provided in Title 24 of the California Code of Regulations, which includes various codes; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2025 Edition of the California Building Standards Code; and

WHEREAS**,** California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS**,** the City of Arcadia desires to adopt the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Green Building

Standards Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Existing Buildings Code, the 1997 Uniform Code for the Abatement of Dangerous Buildings, and the Los Angeles County Grading Code, together with the necessary amendments determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS**,** the City Council conducted first reading of this Ordinance on October 21, 2025; and

WHEREAS**,** notice of a public hearing on this Ordinance was published in the Arcadia Weekly on October 27, 2025, and October 30, 2025; and

WHEREAS**,** the City Council held a public hearing on November 18, 2025, as required by law, at which time the Council determined that the adoption of the Codes and amendments thereto are in the best interest of the City and are based on the findings required by law; and

WHEREAS**,** at least one copy of each of the Codes adopted by reference by this ordinance were available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

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

SECTION 1. The City Council finds that the amendments to the California Building Standards Code herein are supported by Findings of Fact which are attached hereto as Exhibit "A" and incorporated herein as part of this Ordinance.

SECTION 2. Section 8110 of Chapter 1, Part 1 of Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

"**8110. ADOPTION**. Subject to certain changes and amendments as hereinafter set forth in this Part, the City Council adopts as the building regulations for the City, the 2025 California Building Code, Part 2 of Title 24, California Code of Regulations, and State of California amendments applicable to local jurisdictions, together with Chapter 1 and Appendix J, based on the 2024 International Building Code. The Code shall govern, regulate and control all of the activities therein referenced to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public."

SECTION 3. Chapter 1, Part 3, Article VIII of the Arcadia Municipal Code is hereby amended in its entirety to read as follows:

"**8130. AMENDMENTS, ADDITIONS AND DELETIONS.**

The 2025 California Building Code is amended to read as follows:

8130.1. ADDITION [ADMINISTRATIVE].

Chapter 1, Section [A] 116.6 is added to Volume 1, Chapter 1 of said 2025 California Building Code to read as follows:

[A] 116.6. Attractive Nuisance. Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, unprotected and hazardous ponds, pools or excavations and buildings or structures undergoing demolition, repair, rehabilitation or construction shall be fenced or otherwise secured when required by the Building Official.

8130.2. AMENDMENT [ADMINISTRATIVE].

Chapter 1, Section [A] 113.1 in Chapter 1, Volume 1 of the 2025 California Building Code is amended to read as follows:

[A] 113.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official or the Fire Chief relative to the application and interpretation of the City's Building and Fire codes, the Planning Commission shall act as the Arcadia Building and Fire Code Board of Appeals. The Planning Commission shall not consider an appeal until the Building Official or the Fire Chief has rendered a decision in writing. An appeal shall be filed with the City within 30 days from the date of his or her written decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. The

appeal shall be in writing and shall clearly set forth the order, decision or determination being appealed. A hearing shall be scheduled before the Planning Commission as soon as practicable from the date of receipt of the appeal. The Building Official or the Fire Chief, as applicable, shall prepare a written report for the Planning Commission. The decision of the Planning Commission shall be final unless appealed to the City Council. The appeal to the City Council shall be in writing and shall be filed with the City within five (5) working days from the date of the Planning Commission's decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. A hearing shall be scheduled before the City Council as soon as practicable from the date of the receipt of the written appeal. The Building Official or the Fire Chief, as applicable, shall prepare a written report for the City Council. The decision of the City Council shall be final.

8130.3. AMENDMENT [ADMINISTRATIVE].

Chapter 1, Section [A] 105.2, Building, item number 1 of the 2025 California Building Code is amended to read as follows:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet and the highest point of the roof does not exceed 8 feet, 6 inches above adjacent grade.

8130.4. AMENDMENT [ADMINISTRATIVE].

Chapter 1, Section [A] 109.2 in Chapter 1 of the 2025 California Building Code is amended to read as follows:

[A] 109.2 General. Fees shall be assessed in accordance with the fee schedule set forth by resolution of the City Council.

8130.5. ADDITION [ADMINISTRATIVE].

Chapter 2, Section 202 of the 2025 California Building Code is hereby amended by adding the following definitions to read as follows:

REBUILD as applied to an existing building, is where **more than fifty percent (50%)** of the exterior walls of a building are removed. Existing buildings that are classified as a rebuild shall comply with all current City zoning, building and fire regulations and pay building permit fees for a new structure.

REMODEL is an alteration to an existing building where not more than **fifty percent (50%)** of the exterior walls of a building are removed.

8130.5.1 AMENDMENT [ADMINISTRATIVE].

Section 304.1 of the 2025 California Building Code is amended to read as follows:

Business Group B

Training and skill development not in a school or academic program (this shall include, but not be limited to, martial arts studios, gymnastics and similar uses

regardless of the ages served, and where not classified as a Group A occupancy).

8130.6. AMENDMENT.

Section 903.2 of the 2025 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2 Where required. Approved automatic extinguishing systems shall be installed:

1. In all new buildings regardless of the type of construction or occupancy.

EXCEPTIONS:

A) Detached private garages, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms, workshops, and similar accessory R-3 occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In existing buildings with new occupancies as required by other sections of the Fire Code.

8130.7. AMENDMENT.

Section 903.2.18 of the 2025 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2.18 Group U private garages and carports accessory to Group R-3 occupancies. Carports with habitable space above, detached private garages over 1000 square feet in area, and attached private garages shall be protected by fire sprinklers in accordance with this section. These areas shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used.

8130.8. [RESERVED].

8130.9. AMENDMENT.

Section 903.3.1.2 of the 2025 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.3.1.2. NFPA 13R SPRINKLER SYSTEMS. Where allowed in buildings of Group R, up to and including buildings four stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R with the following additions:

A) Attics shall be fully sprinklered with quick-response intermediate temperature heads.

B) Private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be

used for the garage area.

8130.10. AMENDMENT.

Section 903.3.1.3 of the 2025 California Building Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.3.1.3. NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one-and two-family dwellings shall be installed throughout in accordance with NFPA 13D with the following additions:

A) Attics containing forced air units shall have one or more quick-response intermediate temperature sprinkler heads adjacent to each unit.

B) Attached private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

C) Detached private garages over 1000 square feet in total area shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

D) Residential structures under 5000 square feet in total area shall be designed for two (2) heads flowing in the residential area. Residential

structures over 5000 square feet in total area shall be designed for four (4) heads flowing in the residential area.

E) Attics and basements used for storage purposes shall be fully sprinklered with residential type heads.

F) A single exterior bell activated by the waterflow switch shall be provided at an approved location.

G) A representative sample of spare heads shall be provided at an approved location.

8130.10. ADDITION.

Section 903.6 of the 2025 California Building Code is added to read as follows due to local climatic, geographical, and topographic conditions:

903.6. EXISTING BUILDINGS. An approved automatic fire sprinkler system shall be installed in existing buildings, including any additions thereto, in the occupancies and buildings as set forth in this section.

1. In all commercial and industrial buildings greater than 5000 square feet in area when enlarged by an addition to the existing structure or as required by the Fire Chief.
2. In all commercial and industrial buildings equal to or less than 5000 square feet in area, when enlarged by an addition to the existing

structure, exceeds 5000 square feet or as required by the Fire Chief.

3. In all Group R-1 or R-2 Occupancies when an addition results in additional guestrooms or dwelling units.

4. In all Group R-3 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

   EXCEPTIONS:

   1) Additions of areas that would not require sprinklers such as closets or bathrooms.

   2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

5. In all Group R-3 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

   EXCEPTIONS:

   1) Additions of areas that would not require sprinklers such as closets or bathrooms.

   2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

6. In existing buildings for new occupancies as required by other sections

of the Fire Code.

8130.11. AMENDMENT.

Section 903.4.3 of the 2025 California Building Code is amended to read as follows due to local topographical conditions:

903.4.3. ALARMS. An approved audible and visual sprinkler waterflow alarm device shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such a sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is installed, actuation of the automatic fire sprinkler system shall actuate the building fire alarm system. Approved audible notification appliances shall be provided in the interior of the building at locations required by the Fire Chief.

EXCEPTION: NFPA 13D systems serving R-3 occupancies shall be provided with a single exterior bell.

8130.12. AMENDMENT.

Volume 1, Chapter 12, Section 1206.2 of the 2025 California Building Code is

amended to read as follows due to local geographical conditions:

1206.2. Air-borne Sound. Walls, partitions and floor-ceiling assemblies separating dwelling units and sleeping units from each other or from public or service area within the structure shall have an impact insulation class rating of not less than 58 where tested in accordance with ASTM E492, or have a Normalized Impact Sound Rating ("NISR") of not less than 53 if field tested in accordance with ASTM E1007. Alternatively, the impact insulation class of floor-ceiling assemblies shall be established by engineering analysis based on a comparison of floor-ceiling assemblies having impact insulation class ratings as determined by the test procedures in ASTM E492. Engineering analysis shall be performed by a registered design professional. Penetrations or openings in construction assemblies for piping; electrical devices; recessed cabinets; bathtubs; soffits; or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings. This requirement shall not apply to entrance doors; however, such doors shall be tight fitting to the frame and sill.

EXCEPTION: Group R-1 hotel and motel occupancies shall be permitted to meet a minimum sound transmission class ("STC") of 52, a noise isolation class ("NIC") of 47, or a normalized noise isolation class ("NNIC") of 47, as applicable.

8130.13 AMENDMENT.

Volume 1, Chapter 12, Section 1206.3 of the 2025 California Building Code is amended to read as follows due to local geographical conditions:

1206.3. Structure-borne sound. Floor-ceiling assemblies between dwelling units and sleeping units or between a dwelling unit or sleeping unit and a public or service area within the structure shall have an impact insulation class rating of not less than 58 where tested in accordance with ASTM E492, or have a Normalized Impact Sound Rating (NISR) of not less than 53 if field tested in accordance with ASTM E1007. Alternatively, the impact insulation class of floor-ceiling assemblies shall be established by engineering analysis based on a comparison of floor-ceiling assemblies having impact insulation class ratings as determined by the test procedures in ASTM E492. Engineering analysis shall be performed by a registered design professional.

EXCEPTION:

(A). Impact sound insulation is not required for floor-ceiling assemblies over non-habitable rooms or spaces not designed to be occupied such as garages, mechanical rooms or storage areas.

(B). Group R-1 hotel and motel occupancies shall be permitted to meet a minimum impact insulation class ("IIC") rating of 52 or a field impact

insulation class ("FIIC") rating of 47, as applicable. Floor coverings may be included in the assembly to obtain the required ratings. These coverings must be retained as a permanent part of the assembly and may only be replaced by other floor coverings that provide the required impact sound insulation.

8130.14 ADDITION.

Volume 1, Chapter 15, Section 1505.0 of the 2025 California Building Code is added to read as follows due to climatic and topographical conditions:

1505.0. Fire Classification. The roof covering on any structure regulated by this code shall have a minimum Class A rating in the Wildland Interface Fire Area Boundaries and a class A or B rating in all other areas outside the Wildland Interface Fire Area Boundaries of the City. Pressure treated or untreated wood shakes and wood shingles shall not be installed on any building or structure located in the Wildland Interface Fire Area Boundaries.

8130.15. AMENDMENT.

Volume 1, Chapter 15, Section 1505.1.1 of the 2025 California Building Code is amended and Section 1505.1.4 of the 2025 California Building Code is added to read as follows due to climatic and topographical conditions:

1505.1.1. Roof Coverings for Additions within the Wildland Interface Fire Area Boundaries.

The roof covering on any addition made to an existing building or structure located within the Wildland Interface Fire Area Boundaries shall comply with Section 1505.1. The roof covering of an existing building or structure located in said zone shall be made to comply with Section 1505.1 when the cumulative roof area of the addition along with any alteration, replacement, repair or reroof made during the previous 12 months to the existing roof is 25 percent or more of the original roof area.

1505.1.2 Roof Coverings for Additions Outside the Wildland Interface Fire Area Boundaries.

The roof covering requirements for additions made to existing buildings or structures located outside the Wildland Interface Fire Area Boundaries shall comply with the following, as applicable:

1. **25% or Less.** The roof covering of an addition made to an existing structure or building may match the existing roof covering on the structure or building being added to providing the cumulative roof area of the addition along with any alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 25 percent or less of the original roof area.

2. **Over 25% But Less than 50%.** The roof covering of an addition made

to an existing structure or building shall comply with Section 1505. The roof covering of the existing structure or building being added to may be left in place providing the cumulative roof area of the addition along with any alteration, replacement, repair or reroof made during the previous 12 months to the existing roof is over 25 percent but less than 50 percent of the original roof area.

3. 50% or More. The roof covering of an addition made to an existing structure or building shall comply with Section 1505. The roof covering of the existing structure or building being added to shall be made to comply with Section 1505 when the cumulative roof area of the addition along with any alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 50 percent or more of the original roof area.

8130.16. ADDITION.

Section 1511.0 is added to the 2025 California Building Code to read as follows due to local climatic and topographical conditions:

1512.0 REROOFING. All reroofing shall comply with Chapter 15 of this Code, as amended by the City of Arcadia.

8130.17. AMENDMENT.

Table 1505.1 in Chapter 15 of Volume 1 of the 2025 California Building Code is

amended to read as follows due to local climatic conditions:

TABLE 1505.1
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

8130.18. AMENDMENT.

Volume 1, Chapter 15, Section 1512.1 in the 2025 California Building Code is amended to read as follows due to local climatic conditions:

1512.1 General. All reroofing shall conform to the applicable provisions of Chapter 15 of this Code and as otherwise required in this Chapter.

Roofing materials and methods of application shall comply with the Building Code standards or shall follow manufacturer's installation requirements when approved by the Building Official.

Roof coverings installed on existing buildings or structures shall require the submission of design calculations and plans prepared by an engineer or architect licensed by the State of California when the total installed weight of the finish roof covering material above the wood structural panels and underlayment is equal to or

exceeds 6 pound per square foot. The design calculations shall demonstrate that the entire building or structure is adequate to support the vertical forces imposed by the new roofing.

Reroofs in the Wildland Interface Fire Area Boundaries. All reroofing in Wildland Interface Fire Area Boundaries of the City shall comply with Section 1505. The entire roof covering of an existing building or structure located in said zone shall be made to comply with Section 1505 when the cumulative roof area of any addition, alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 25 percent or more of the original roof area.

Reroofs in areas outside the Wildland Interface Fire Area Boundaries. All reroofing in areas outside the Wildland Interface Fire Area Boundaries of the City shall comply with the following, as applicable:

1. **25% Or Less.** Up to 25 percent of an existing structure or building may be reroofed with a roof covering that matches the existing, providing the cumulative roof area of any addition, alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof does not exceed 25% of the original roof area.

2. **Over 25% But Less Than 50%.** The roof covering of the area being reroofed shall comply with Section 1505. The roof covering of the existing

structure or building being reroofed may be left in place providing the cumulative roof area of any addition, alteration, replacement, repair or reroof made during the previous 12 months to the existing roof is over 25 percent but less than 50 percent of the original roof area.

3**.** **50% Or More.** An existing building or structure shall be completely reroofed with a roof covering complying with Section 1505 when the cumulative roof area of any addition, alteration, replacement, repair, or reroof made during the previous 12 months to the existing roof is 50 percent or more of the original roof area.

8130.19. AMENDMENT [ADMINISTRATIVE].

Section 1010.3.4. of Chapter 10 of the 2025 California Building Code is hereby amended to read as follows:

1010.3.4. Security Grilles. The use of security bars, panels, sliding metal grates, or other similar security devices is prohibited on the exterior of any building openings of all structures in commercial or industrial zones of the City. Subject to obtaining a permit pursuant to California Building Code Section 105.1 and compliance with design review requirements pursuant to Arcadia Municipal Code Sections 9295 et seq. as a prerequisite to the granting of any such permit, security bars, panels, gates, metal grates, or other similar security devices may be installed,

in compliance with applicable Building Code requirements, on the interior of a commercial or industrial structure provided that the entire building is equipped with an automatic fire sprinkler system, which has been installed under a permit from the Building Division and inspected pursuant thereto for compliance with the approved plans.

8130.20. ADDITION

Chapter 35A is added to Volume 2 of the 2025 California Building Code due to climatic and geographical conditions.

CHAPTER 35A

MULTIPLE FAMILY CONSTRUCTION STANDARDS

SECTION 3501A - MULTIPLE FAMILY DEFINED

A multiple family building shall be defined as one or more dwelling units located on any property in the City except the R-O, R-1 or the R-M zoned areas.

3501.1A Application. Except where a more restrictive requirement in the California Building Code, State Law or City Ordinance is applicable, each provision of this Chapter shall apply to each multiple family building as defined herein.

SECTION 3502A. NOISE REDUCTION STANDARDS

3502.1A General. Attached multiple family dwelling units shall meet the sound transmission control standards specified in Appendix Chapter 12 of the Building

Code and this Section.

3502.2A Packing of Voids. All voids surrounding water, drainage, and vent piping shall be packed with rock wool or equivalent approved sound deadening material, and all water, drainage, and vent piping shall be wrapped with an approved material at all points of contact with wood or steel framing members and strap hangers. Plumbing walls shall be a minimum of 2 inch by 6-inch construction.

3502.3A Plans. All required 2 inch by 6-inch plumbing walls shall be clearly identified on the building plans.

3502.4A Mechanical Equipment. All mechanical equipment shall be installed so as to reduce sound transmission to a minimum.

3502.5A Separation of Facilities. Electrical, plumbing and mechanical equipment or systems serving one dwelling unit shall not serve other dwellings units, nor shall such equipment or systems be located within another dwelling unit. Recessed wall fixtures, such as medicine cabinets or electrical, telephone, television and intercom outlets, shall not be located back-to-back or in the same wall cavity.

3502.6A Location of Plumbing and Ducts. Water, drainage, and vent piping and heating and air conditioning ductwork shall not be located within any wall or floor-ceiling sound assembly.

SECTION 3503A. COMFORT COOLING SYSTEM

A comfort cooling system shall be provided for each multiple family dwelling unit. The comfort cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit three feet above the floor throughout the conditioned space of the building. Water evaporative cooling systems or individual window or wall-mounted units shall not be used to meet the requirements of this Section. The location of the comfort cooling system shall be shown on the building plans.

SECTION 3504A. ILLUMINATION

3504.1A Illumination. Public spaces of multiple family buildings including all stairs, ramps, driveways, walkways, corridors and parking areas shall be illuminated with automatic lighting capable of maintaining an intensity of one (1) foot-candle of light at ground level.

SECTION 3505A. EXTERIOR REQUIREMENTS

3505.1A Underground Utilities. 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 or as otherwise approved the City Council.

3505.2A Conductors, Conduit and Piping. All conductors, cables, wires, conduit and piping located outside of a building or structure and within the exterior property lines shall be installed underground except risers which are adjacent to and attached

to a building or structure.

SECTION 3506A. PARKING AND ACCESS AREAS

3506.1A Paving. All parking, walkway, and driveway areas shall be paved with an approved material, such as concrete, asphalt, brick, or pavers. Paving materials and methods of installation shall be shown on the building plans.

3506.2A Driveway Ramps

3506.2.1A Grade. Driveway ramps shall not exceed a maximum grade of twenty percent (20%). A 20 feet transition area shall be provided at the top of such ramp, as follows: the upper 10 feet of the transition area shall have a maximum grade of four percent (4%) and the lower 10 foot portion of the transition area shall have a maximum grade of ten percent (10%). A 15 feet transition area with a maximum grade of ten percent (10%) shall also be provided at the bottom of such ramp.

SECTION 3507A. OPEN PARKING REQUIREMENTS

3507.1A Marking. Open parking spaces, driving aisles, one-way traffic lanes, and turning area shall be identified by approved painted striping.

3507.2A Barriers. Bump rails, curbs or other approved protective barriers shall be installed where necessary to protect buildings, walls, or fences from damage by automobiles.

SECTION 3508A. GARAGE AND CARPORT REQUIREMENTS

3508.1A Walls. Where concrete masonry units are used to construct Group U or S Occupancies, the cells shall be grouted solid to height of four (4) feet above the floor level.

3508.2A Frame. Group U or S Occupancies of wood frame construction shall have approved protective barriers located so as to protect the finished wall coverings from damage by automobiles.

3508.3A Concrete Floors. The floor of every covered parking space shall be paved with cement concrete.

8130.21. [RESERVED].

Section 8130.21 is hereby deleted in its entirety and marked as “Reserved.”

8130.22 [RESERVED].

Section 8130.22 is hereby deleted in its entirety and marked as “Reserved.”

8130.23. [RESERVED].

Section 8130.23 is hereby deleted in its entirety and marked as “Reserved.”

8130.24. [RESERVED].

Section 8130.24 is hereby deleted in its entirety and marked as “Reserved.”

8130.25. [RESERVED].

Section 8130.25 is hereby deleted in its entirety and marked as “Reserved.”

8130.26. [RESERVED].

Section 8130.26 is hereby deleted in its entirety and marked as “Reserved.”

8130.27. [RESERVED].

Section 8130.27 is hereby deleted in its entirety and marked as “Reserved.”

8130.28. AMENDMENT.

Item 3 of Section 402.6.2(3) of Chapter 4 of the 2025 California Building Code is hereby amended due to local climatic, geographical, and topographical conditions:

402.6.2(3). Kiosks.

3. The minimum horizontal separation between kiosks or groupings thereof and other structures within the mall shall be twenty (20) feet (6096 mm).

EXCEPTION: Horizontal separation between kiosks or groupings thereof and other structures within the mall may be reduced to fifteen (15) feet in area protected by smoke detection and quick response type sprinkler heads.

8130.29. ADDITION [ADMINISTRATIVE].

Section 3302.4, Chapter 33 is added to Volume 2 of the 2025 California Building Code to read as follows:

3302.4. Construction Site Fencing. A six (6) foot tall construction fence with approved privacy screening shall be installed on all construction sites as required by the Building Official. All required construction fencing shall be located

on private property and shall be maintained for the duration of the project."

SECTION 4. Section 8210 of Part 1 of Chapter 2 of Article VIII of the Arcadia Municipal Code is hereby amended to read in full as follows:

"**8210. ADOPTION.**

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council adopts, by reference, as the plumbing regulations for the City the California Plumbing Code, 2025 Edition, including Chapter 1 and with appendices, installation standards, published and adopted by the International Association of Plumbing and Mechanical Officials. The Code shall govern, regulate, and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

The 2025 Edition of the California Plumbing Code is adopted with no amendments.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public."

SECTION 5. Chapter 3 of Article VIII of the Arcadia Municipal Code is hereby amended as follows:

"**CHAPTER 3**
ELECTRICAL CODE

PART 1
ADOPTION

8310. ADOPTION.

The City Council adopts, by reference, as the electrical regulations for the City the California Electrical Code, 2025 Edition, including Article 89 and with appendices, indices, tables, and State of California amendments applicable to local jurisdictions, published and adopted by the National Fire Protection Association. The Code shall govern, regulate, and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.

PART 2
PURPOSE

8320. PURPOSE.

The purpose of this Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any electrical system

within the City.

PART 3
ADDITION, DELETIONS, AND AMENDMENTS

8330. ADDITION, DELETIONS, AND AMENDMENTS.

8330.1 AMENDMENT.

Article 690.13(A) of the 2025 California Electrical Code is amended to read as follows due to local climatic and geographical conditions:

609.13(A) Location. The PV system disconnecting means shall be installed at a readily accessible location. A single, visible-open, lockable AC disconnect shall be provided within 3 feet of the meter on the exterior of the building. Where disconnecting means of systems above 30 V are readily accessible to unqualified persons, any enclosure door or hinged cover that exposes live parts when open shall be locked or require a tool to open."

SECTION 6. Section 8410 of Part 1 of Chapter 4 of Article VIII of the Arcadia Municipal Code is hereby amended to read in full as follows:

"**8410. ADOPTION.**

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council adopts, by reference, as the mechanical regulations for the City the California Mechanical Code, 2025 Edition, including Chapter 1 and with

appendices, installation standards and State of California amendments applicable to local jurisdictions, published and adopted by the International Association of Plumbing and Mechanical Officials. The Code shall govern, regulate, and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

The 2025 Edition of the California Mechanical Code is adopted with no amendments.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public."

SECTION 7. Part 3, Chapter 5, Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

"**PART 3**

ADDITIONS, DELETIONS AND AMENDMENTS

8530. AMENDMENTS, ADDITIONS AND DELETIONS.

Chapter 31, Section 3109 of the 2025 California Building Code is amended to read as follows due to local climatic conditions:

8530.1. ADDITION [ADMINISTRATIVE].

The definition of a safety barrier is added to Section 3109.2 in Chapter 31 of

the 2025 California Building Code to read as follows:

Safety Barrier. Every person in possession of land, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, spa, or hot tub shall at all times maintain a safety barrier as hereinafter specified completely surrounding said swimming pool, spa or hot tub.

Exception: Safety barriers for public pools shall comply with Chapter 31B, Division 1 of the California Building Code.

8530.2. ADDITION [ADMINISTRATIVE].

Sections 3109.2.1, 3109.2.2, 3109.2.3., and 3109.2.4 are added to Chapter 31 of the California Building Code to read as follows:

3109.2.1. Swimming Pool, Spa and Hot Tub Permit Fees. Every applicant for a permit to install, alter, or repair a swimming pool, spa, hot tub or part thereof, shall state in writing on the application form provided for that purpose, the character of work proposed to be done and the amount and kind in connection therewith, together with such information pertinent thereto as may be required.

A fee for each swimming pool, spa or hot tub, including for plumbing and electrical systems, shall be paid to the City in an amount established by City Council Resolution.

Any person who shall commence any swimming pool, spa or hot tub work for which

a permit is required by this Code without having obtained a permit therefore shall, if subsequently permitted to obtain a permit, pay double the permit fee fixed by resolution of the City Council for such work, provided, however, that this provision shall not apply to emergency work when it shall be demonstrated to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore, before the commencement of the work. In all such cases, a permit must be obtained as soon as practical to do so, and if there be an unreasonable delay in obtaining such permit, a double fee shall be charged.

3109.2.2. Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when required corrections have not been made.

This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspection before the job is ready for reinspection.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which the inspection is requested, or for deviating from plans requiring approval of the City. To obtain reinspection, the applicant shall file an application therefore in writing upon

the form furnished for that purpose and pay the reinspection fee in accordance with the amount set by City Council Resolution. In instances where reinspection fees have been assessed, no additional inspection of the work shall be performed until the required fees have been paid.

3109.2.3. Plan Review Fees. Whenever plans, calculations or other data are required to be submitted, a plan review fee shall be paid to the City at the time of submitting documents for plan review in an amount set by City Council Resolution. When plans are incomplete or changed so as to require an additional review, a fee shall be paid to the City in an amount established by City Council Resolution.

3109.2.4. Board of Appeals. Appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the code shall be as specified in Arcadia Municipal Code Section 8130.2.

8530.3. AMENDMENT [ADMINISTRATIVE].

The definition of "Swimming Pool" in Section 202 of Chapter 2 of the 2025 California Building Code is amended to read as follows:

Swimming Pool - A swimming pool may be either: (a) a private swimming pool, or (b) a public swimming pool.

(a) A private swimming pool shall mean any constructed or prefabricated structure that contains water eighteen (18) inches or more in depth, used in

connection with a single-family residence and available to only the resident(s) of such residence or their private guests, whether designed, intended or used exclusively or principally for swimming or not. This includes any in-ground, aboveground, or on-ground swimming pools, hot tubs, spas or any open container or artificial body of water permanently or temporarily constructed or maintained upon any property, used in connection with a single-family residence and available to only the resident(s) of such residence or their private guests, whether designed, intended or used exclusively or principally for swimming or not.

(b) A public swimming pool shall include any constructed or prefabricated structure that contains water eighteen (18) inches or more in depth, other than a private swimming pool, that is used exclusively or principally for swimming."

8530.3.1. ADDITION [ADMINISTRATIVE].

The definition of a "Wading Pool" in Section 202 is added to Chapter 2 of the 2025 California Building Code to read as follows:

Wading Pool - Any constructed or prefabricated pool used for wading which is less than eighteen (18) inches in depth.

8530.3.2 ADDITION.

Section 3109.2.5 of the 2025 California Building Code is added to read as

follows due to local climatic conditions:

3109.2.5 Access gates shall be equipped to accommodate a locking device. Pedestrian-access gates shall open outward away from the swimming pool, spa or hot tub and shall be self-closing and self-latching. The release mechanism of the self-latching device shall be located not less than the sixty (60) inches above adjacent finished grade. Access gates shall not be constructed across a driveway, and double gates or motor operated gates shall not be used. A weather-proof, durable sign of not less than ½ inch high letters stating, "POOL AREA KEEP GATE CLOSED", shall be posted at all times on every access gate, for all public pools.

8530.4. ADDITION.

Section 3109.3 of the 2025 California Building Code is added to read as follows due to local climatic conditions:

3109.3. Barrier Required.

3109.3.1. The top of the barrier shall be at least sixty (60) inches above finished grade, as measured on the side of the barrier that faces away from the swimming pool, spa or hot tub. The maximum vertical clearance between finish grade and the bottom of the barrier shall be two (2) inches, as measured on the side of the barrier that faces away from the swimming pool, spa, or hot tub. Where the top of the pool structure is above grade, such as an aboveground pool, the barrier may be at ground

level or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be two (2) inches.

3109.3.2. Openings in the barrier shall not allow the passage of a four- (4) inch diameter sphere.

310937.3. Solid barriers that do not have openings, such as masonry or stonewalls, shall not contain indentations or protrusions except for tooled masonry joints.

3109.3.4. Where the barrier is composed of horizontal and vertical members and the distance between each of the horizontal member is less than 45 inches, the horizontal members shall be located on the swimming pool, spa or hot tub side of the fence and the spacing between each vertical member shall not exceed 1-¾ inches.

3109.3.5. Where the barrier is composed of horizontal and vertical members and the distance between each of the horizontal members is 45 inches or more, the spacing between each vertical member shall not allow the passage of a four- (4) inch diameter sphere. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed ¾ inches in width.

3109.3.6. Where chain link fencing is used, the maximum mesh size shall be 1-

¼ inch square unless the fence is provided with slats fastened in place which reduces the openings to no more than 1-¾ inches. The chain link fence fabric shall be not less than 11-gauge material. Solid or dense landscaping shall not be used to meet the requirements of this section.

3109.3.7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be not more than 1-¾ inches.

3109.3.8. Access gates shall comply with the requirements specified in Section 3109.3.1 —3109.3.7 above and, in addition, shall be equipped to accommodate a locking device. Pedestrian-access gates shall open outward away from the swimming pool, spa or hot tub and shall be self-closing and self-latching. The release mechanism of the self-latching device shall be located not less than the sixty (60) inches above adjacent finished grade. Access gates shall not be constructed across a driveway, and double gates or motor operated gates shall not be used. A weather-proof, durable sign of not less than ½ inch high letters stating, "POOL AREA KEEP GATE CLOSED", shall be posted at all times on every access gate.

3109.3.9. A building wall that serves as part of the barrier and allows access to the swimming pool, spa or hot tub through door or window openings shall comply with one of the following requirements:

An alarm installed on all doors and windows with direct access (1) to the swimming pool, spa or hot tub. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door or window is opened and be loud enough to be heard throughout the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm system shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening; such deactivation shall last for no more than 15 seconds. The deactivation switch shall be located at least 54 inches above the floor adjacent to the door or window opening. An alarm, which is incorporated into a general house alarm system, may be used to meet the requirements of this section providing the alarm is not connected to a central monitoring station and cannot be disabled.

Self-closing and self-latching devices installed on (1) all doors with direct access to the swimming pool, spa or hot tub with the release mechanism located a minimum 54" above adjacent finished grade.

3109.3.10. Inspection. The swimming pool, spa or hot tub barrier, including pedestrian access gates and door alarms, shall be installed, inspected and approved prior to plastering or filling the swimming pool, spa, or hot tub with water.

3109.3.11. Indoor Swimming Pool, Spa or Hot Tub. An exterior door with direct access to an indoor swimming pool, spa, or hot tub shall comply with section 3109.3.9

above.

3109.3.12 LEGAL NON-CONFORMING SWIMMING POOLS, SPAS OR HOT TUBS. Every person in possession of land, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, spa, or hot tub for which a permit was issued prior to June 19, 1992, shall at all times maintain a safety barrier completely surrounding said swimming pool, spa or hot tub, as follows:

A substantial fence or other solid structure not (1) less than four (4) feet in height, as measured from the side of the fence that does not enclose the swimming pool, spa or hot tub area, shall be provided. The openings in the barrier shall not allow the passage of a four- (4) inch diameter sphere and horizontal pickets that act as a latter shall not be used.

Pedestrian access gates or door openings through the (2) barrier shall be equipped to accommodate a locking device and be self-closing and self-latching. The release mechanism of the self-latching device shall be located not less than forty-eight (48) inches above the adjacent finished grade. Access gates shall be not less than 48 inches in height and openings in the gate shall not allow the passage of a four- (4) inch diameter sphere. This section shall not apply to any door of the main dwelling unit located on the same legal lot as the swimming pool, spa or hot tub. Access gates shall not be constructed across any driveway and double gates or motor

operated gates shall not be used. A weatherproof, durable sign of not less than one-half (½) inch high letters stating, "POOL AREA KEEP GATE CLOSED", shall be posted at all times on every access gate, for all public pools.

3109.3.13. DRAINAGE. A 3" P-trap shall be required on the premises for drainage of the pool.

3109.3.14. PLAN COMPLIANCE. All plans submitted to the City for the construction of a new swimming pool, spa or hot tub shall show compliance with the requirements of this Chapter, including the location and height of fencing and gates required by this Chapter.

3109.3.15. FINAL INSPECTION. Final approval of all swimming pools, spas, and hot tubs hereinafter constructed shall not be granted until all of the requirements specified in this chapter have been complied with.

8530.10. ADDITION [ADMINISTRATIVE].

Section 3109.4 is added to Chapter 31 of the 2025 California Building Code to read as follows:

3109.4. Demolition of a Swimming Pool, Spa or Hot Tub. A demolition permit shall be obtained from the City prior to the demolition of any swimming pool, spa, or hot tub. The permit applicant shall submit a plot plan indicating the location of the swimming pool, spa or hot tub and its associated equipment. Upon issuance

of the demolition permit, the following requirements shall apply:

1. Gas piping serving the swimming pool, spa or hot tub equipment shall be terminated at the source of supply and removed.

2. Plumbing piping serving the swimming pool, spa, hot tub or equipment shall be terminated at the source of supply and removed.

3. Electrical wiring and conduit serving the swimming pool, spa, hot tub, or equipment shall be terminated at the source of supply and removed.

4. Electrical, plumbing and mechanical equipment serving the swimming pool, spa or hot tub shall be removed.

5. The sidewalls of the swimming pool, spa or hot tub shall be removed to a minimum depth of 6 inches below adjacent grade.

6. Two (2) 18-inch diameter holes shall be provided at the lowest elevation of the swimming pool, spa or hot tub floor.

7. The swimming pool, spa or hot tub shall be filled with clean soil or other approved material."

SECTION 8. Section 8930 of Part 1, Chapter 11, Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

"**CHAPTER 11**
RESIDENTIAL CODE

PART 1
ADOPTION

8930. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, as the residential building regulations for the City, the 2025 Edition of the California Residential Code (California Code of Regulations, Title 24), including Chapter 1. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public."

SECTION 9. Section 8950 of Part 3, Chapter 11, Article VIII of the Arcadia Municipal Code is hereby amended in its entirety to read as follows:

"**8950. AMENDMENTS, ADDITIONS AND DELETIONS.**

The 2025 California Residential Code is amended to read as follows:

8950.1. AMENDMENT.

Section R309.1 of the 2025 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R309.1 Where required. Approved automatic extinguishing systems shall be

installed:

1. In all new R-2 occupancies.

EXCEPTIONS:

A) Detached Group U occupancies, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms and similar accessory occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In all existing Group R-2 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

3. In all existing Group R-2 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

8950.2. AMENDMENT.

Section R309.1.1 of the 2025 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R309.1.1 Automatic residential sprinkler systems for R-2 occupancies shall be designed and installed in accordance with NFPA 13D or NFPA 13R as amended by the Arcadia Municipal Code.

8950.3. AMENDMENT.

Section R309.2 of the 2025 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R309.2. One- and two-family dwellings automatic fire systems.

1. In all new R-3 occupancies.

EXCEPTIONS:

A) Detached private garages, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms, workshops, and similar accessory R-3 occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In all existing Group R-3 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

B) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

3. In all existing Group R-3 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

A) Additions of areas that would not require sprinklers such as closets or bathrooms.

B) Additions that occur without increasing the number of stories or

increasing the horizontal projection of the first story roof.

8950.4. AMENDMENT.

Section R309.2.1 of the 2025 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R309.2.1 DESIGN AND INSTALLATION. Automatic residential fire sprinkler systems shall be designed and installed in accordance with NFPA 13D as amended by the Arcadia Municipal Code.

8950.5. AMENDMENT.

Section R309.3 of the 2025 California Residential Code is deleted in its entirety and amended to read as follows due to local climatic, geographical, and topographical conditions:

R309.3. DWELLING UNIT FIRE SPRINKLER SYSTEMS. Dwelling unit fire sprinkler systems shall be designed and installed in accordance with NFPA 13D or NFPA 13R as amended by this section.

R309.3.1 NFPA 13R SPRINKLER SYSTEMS. Where allowed in buildings of Group R, up to and including buildings four stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R with the following additions:

A) Attics shall be fully sprinklered with quick-response intermediate

temperature heads.

B) Private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

R309.3.2 NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one-and two-family dwellings shall be installed throughout in accordance with NFPA 13D with the following additions:

A) Attics containing forced air units shall have one or more quick-response intermediate temperature sprinkler heads adjacent to each unit.

B) Attached private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used for the garage area.

C) Detached private garages over 1000 square feet in total area shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of 2 heads. Quick-response intermediate temperature commercial type heads shall be used for the

garage area.

D) Residential structures under 5000 square feet in total area shall be designed for two (2) heads flowing in the residential area. Residential structures over 5000 square feet in total area shall be designed for four (4) heads flowing in the residential area.

E) Attics and basements used for storage purposes shall be fully sprinklered with residential type heads.

F) A single exterior bell activated by the waterflow switch shall be provided at an approved location.

G) A representative sample of spare heads shall be provided at an approved location.

8950.5.1. [RESERVED].

Section 8950.5.1 is hereby deleted in its entirety and marked as “Reserved.”

8950.5.2. [RESERVED].

Section 8950.5.2 is hereby deleted in its entirety and marked as “Reserved.”

8950.5.3. [RESERVED].

Section 8950.5.3 is hereby deleted in its entirety and marked as “Reserved.”

8950.8. AMENDMENT.

Section R902.1 of the 2025 California Residential Code is amended as follows

due to local climatic, geographical, and topographical conditions:

R902.1. ROOFING COVERING MATERIALS.

Roof decks shall be covered with materials as set forth in Section R904 or with roof coverings as set forth in Section R905. A minimum Class A or B roofing shall be isntalled in areas designated by this section or where the edge of the roof deck is less than 3 feet from a lot line. Where class A or B roof assemblies are required, they shall be tested in accordance with ASTM E108 or UL 790. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

EXCEPTIONS:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.

2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible roof decks or ferrous, copper or metal sheets installed without a roof deck on noncombustible framing.

3. Class A roof assemblies include minimum 16 ounces per square foot copper sheets installed over combustible roof decks.

4. Class A roof assemblies include slate installed over underlayment over ASTM D226, Type II underlayment over combustible decks.

8950.7. AMENDMENT.

Section R902.1.2 of the 2025 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R902.1.2. ROOF COVERINGS WITHIN ALL OTHER AREAS.

The entire roof covering of every existing structure where more than fifty (50%) percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

8950.8. AMENDMENT.

Section R902.2 of Section R902 of the 2025 California Residential Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

R902.2. FIRE-RETARDANT-TREATED SHINGLES AND SHAKES.

Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 or ASTM E108 or UL 790 for use on Class A or B roofs."

SECTION 10. Chapter 11.2 of Article VIII of the Arcadia Municipal Code is hereby added as follows:

"**CHAPTER 11.2**
ELECTRIC VEHICLE CHARGING STATIONS

PART 1
APPLICABILITY

8957. APPLICABILITY.

This chapter applies to applications for expedited building permits for electric vehicle charging stations consistent with California Government Code section 65850.7.

PART 2
DEFINITIONS

8958. DEFINITIONS.

The following definitions shall apply for purposes of this chapter:

Electric vehicle charging station or **charging station** means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electric Code, as it read on the effective date of this Chapter, and delivers electricity from a source outside of an electric vehicle into a plug-in electric vehicle.

Electronic submission means a submission of an application utilizing email,

the Internet, and/or facsimile transmission.

Specific, adverse impact means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date an application was deemed complete.

PART 3
PROCESS

8959. PROCESS.

A. The building official shall adopt a checklist of all application requirements for expedited building permits for electric vehicle charging stations. The checklist shall substantially conform to the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" found in the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The checklist, application form, and any other documents required by the building official shall be published on the city's website.

B. Anyone seeking to install an electric vehicle charging station at any site within the city shall apply to the building official for an expedited nondiscretionary building permit.

C. An application for an expedited building permit for an electric vehicle

charging station, and all associated documentation, may be submitted to the building official in person, by mail, or by electronic submission. Electronic signatures may be used in lieu of wet signatures.

D. An application that, in the opinion of the building official, satisfies the information requirements of the checklist adopted by the city shall be deemed complete.

E. If an application for an expedited building permit is deemed incomplete, the building official shall provide a written correction notice of the deficiencies and the additional information required to complete the application.

F. If the building official determines that an application for an expedited building permit is complete, the building official shall review the application. If the building official determines that the proposed charging station meets all health and safety requirements of state and federal law, and would not have a specific, adverse impact upon the public health or safety, the application shall be approved and a building permit shall be issued.

G. If the building official finds, based on substantial evidence, that a proposed charging station could have a specific, adverse impact upon the public health or safety, the city may require the applicant to apply for an electric vehicle charging station use permit in order to install the proposed charging station.

H. An application for an electric vehicle charging station use permit shall be reviewed by the building official. The building official shall not deny such an application without making written findings, based upon substantial evidence in the record, that the proposed charging station would have a specific, adverse impact upon the public health or safety which could not feasibly be satisfactorily mitigated or avoided. The written findings required for rejection of an electric vehicle charging station use permit application shall include the building official's basis for rejecting any potentially feasible alternatives that could mitigate or prevent the alleged adverse impact. Pursuant to Government Code section 65850.7, the building official's review shall be limited to health and safety issues. Aesthetic concerns, or other items not related to public health or safety may not be considered.

I. A decision of the building official made pursuant to subsection F, G, or H of this section may be appealed to the planning commission. The planning commission's review shall also be limited to health and safety issues.

J. Any condition imposed on an application for an expedited building permit or electric vehicle charging station use permit shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost."

SECTION 11. Chapter 12 of Article VIII of the Arcadia Municipal Code is hereby amended to read as follows:

"**CHAPTER 12**
DANGEROUS BUILDINGS

PART 1
ADOPTION

8960. ADOPTION

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings as published by the International Code Council. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.

PART 2
PURPOSE

8970. PURPOSE

The purpose of this Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the City of Arcadia and certain equipment

specifically regulated herein."

SECTION 12. Chapter 13 of Article VIII of the Arcadia Municipal Code is hereby amended as follows:

"CHAPTER 13
LOS ANGELES COUNTY GRADING CODE

PART 1
ADOPTION

8980. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, Appendix J of the Los Angeles County Building Code amending the 2025 California Building Code. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the City Clerk for use and examination by the public."

SECTION 13. Chapter 14 of Article VIII of the Arcadia Municipal Code is hereby amended as follows:

"CHAPTER 14
CALIFORNIA GREEN BUILDING STANDARDS CODE

PART 1
ADOPTION

8990. ADOPTION.

Subject to certain changes and amendments as hereinafter set forth in this Chapter, the City Council hereby adopts, by reference, the 2025 California Green Building Standards Code. The Code shall govern, regulate and control all of the activities therein referred to and the same is made a part of this Chapter as though set forth in this Chapter in full.

One (1) copy of said Code is on file in the office of the Building Official for use and examination by the public.

PART 2
PURPOSE

8991. PURPOSE.

The purpose of this Code is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design.

2. Energy efficiency.

3. Water efficiency and conservation.

4. Material conservation and resource efficiency.

5. Environmental quality."

SECTION 14. The City Council finds that it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. City staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

SECTION 15. Transmittal. The Building Official shall transmit a copy of this Ordinance to the California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7.

SECTION 16. Recession. All former ordinances or parts conflicting or inconsistent with the provisions of this Ordinance or of the codes adopted by this Ordinance and any other ordinance in conflict herewith are hereby repealed.

SECTION 17. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 18. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 19. The City Clerk shall certify to the adoption of the Ordinance and shall cause a copy of same or summary thereof to be published in the official newspaper of said City within fifteen (15) days after its adoption. This Ordinance shall take effect on the first (1st) day of January, 2026.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 18th day of November, 2025.

_____
Mayor of the City of Arcadia

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael J. Maurer
City Attorney

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EXHIBIT "A"

FINDINGS OF FACT

Pursuant to the 2025 Edition of the California Building Code Preface, the repost contained herein shall be submitted as the Findings of Fact document with regard to Article VIII of the City of Arcadia Municipal Code, Ordinance No. 2408 as adopted by the City of Arcadia. Under this Ordinance specific amendments have been established, which are more restrictive in nature than those sections adopted by the California Building Standards Code.

The amendments to the California Building Standards Code, 2025 Edition have been recognized by the City of Arcadia to address the Building problem(s) and maintain an environment, which will afford a level of fire and life safety to its citizens and guests.

Under provisions of California Building Standards Code Preface, local amendments shall be based on climate, geographical or topographical conditions. The Findings of Facts contained herein shall address each of these situations and shall present the local situation, which singularly or in combination cause the established amendments to be adopted.

Climate: The City of Arcadia is located in the County of Los Angeles, and is subject to long periods of dry, hot and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. Theses dry climate conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection. The added protection will supplement normal fire department response available and provide immediate protection for life and safety of occupants during fire occurrences. The warm, dry climate is conducive to swimming pools which creates a higher probability of child drowning where pools are unprotected.

Geographical: The geographic layout and contours of the City of Arcadia create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines, there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during the new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion.

The City is located within a densely urbanized area of Los Angeles County where multifamily residential developments are often situated adjacent to major roadways, thoroughfares, and streets. These geographical conditions expose residents to persistent and elevated noise levels beyond those typically contemplated by the minimum

standards.

Topographical: The water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of Arcadia. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low pressure lines where the pressure and flows are adequate in most of the areas of the city. There are certain areas in the southern portion of the City with static pressures of 40 psi., and in the northern portion as low as 20 psi. This variation of pressure causes major problems to development, as well as fire suppression forces.

As a result of the Findings of Fact, which identified the various climatic, geographical, and topographical elements, the requirements established by the City of Arcadia Building Department within the adopted Ordinance No. 2408 are considered reasonable and necessary modifications to the California Building Code based upon local conditions.

While it is clearly understood that the adoption of such regulations may not prevent the incidents of fire, and/or structural failure it is further noted that with the implementation of these various regulations and/or requirements it may serve to reduce the severity and potential loss of life and property.

The City of Arcadia Building Department submits these Findings of Fact and request acceptance of these as defined in the California Building Code Preface.

Prepared and submitted by: Kenneth Fields, City of Arcadia Building Official

ORDINANCE NO. 2409

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING ARTICLE lll OF THE ARCADIA MUNICIPAL CODE RELATING TO FIRE REGULATIONS; AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE IN ITS ENTIRETY, INCLUDING APPENDICES, CHAPTER 4, B, C, D, K, AND P BASED ON THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, AND THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE IN ITS ENTIRETY, INCLUDING APPENDIX A, BASED ON THE 2024 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO

WHEREAS, pursuant to Government Code Section 50022.1 *et seq.* the City may adopt by reference the California Building Standards Code, 2025 Edition as provided in Title 24 of the California Code of Regulations, which includes the California Fire Code; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2025 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Arcadia desires to adopt the 2025 Edition of the California Fire Code in its entirety, including Appendix Chapter 4 and Appendices B, C, D, K, and

P based on the 2024 Edition of the International Fire Code published by the International Code Council; and

WHEREAS, the City of Arcadia desires to adopt the 2025 Edition of the California Wildland-Urban Interface Code in its entirety, including Appendix A based on the 2024 Edition of the International Wildland-Urban Interface Code published by the International Code Council; and

WHEREAS, the City of Arcadia desires to adopt both Codes together with the necessary amendments to assure that the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the City Council conducted first reading of this Ordinance on October 21, 2025; and

WHEREAS, notice of a public hearing on this ordinance was published in the Arcadia Weekly on October 27, 2025 and October 30, 2025; and

WHEREAS, the City Council held a public hearing on November 18, 2025, as required by law, at which time the Council determined that the adoption of the Codes and amendments thereto are in the best interest of the City and are based on the findings required by law; and

WHEREAS, at least one copy of each of the Codes adopted by reference by this ordinance were available for public inspection at the office of the City Clerk fifteen (15)

days preceding the public hearing pursuant to Government Code Section 50022.6.

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

SECTION 1. The City Council finds that the amendments and additions to the California Fire Code herein are supported by Findings of Fact which are attached hereto as Exhibit "A" and incorporated herein as part of this Ordinance.

SECTION 2. Section 3121 of Division 1, Part 2, Chapter 1, Article Ill of the Arcadia Municipal Code is hereby amended to read as follows:

"3121. CALIFORNIA FIRE CODE ADOPTION.

Subject to the exception of the deletions or additions hereinafter set forth, and further subject to the amendments hereinafter specified, there is adopted by reference for the City of Arcadia the 2025 Edition of the California Fire Code, including Appendix Chapter 4 and Appendices B, C, D, K, and P based on the 2024 Edition of the International Fire Code published by the International Code Council, and the foregoing shall constitute the Fire Code of the City of Arcadia.

One (1) copy of said code is on file in the office of the City Clerk for use and examination by the public."

SECTION 3. Division 4, Part 2, Chapter 1 of Article Ill of the Arcadia Municipal Code is hereby amended by amending Sections 3124, 3124.1, 3124.2, 3124.3, 3124.4, 3124.5, 3124.6, 3124.7, and 3124.8, and adding Sections 3124.9, 3124.10, 3124.11,

3124.12 and 3124.13 to read in their entirety as follows:

"3124. AMENDMENTS AND ADDITIONS.

The California Fire Code is hereby amended to read as follows:

3124.1. AMENDMENT.

Section 105.6.30 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

105.6.30 LP-gas. An operational permit is required for:

1. Storage and use of LP-gas.

Exception: A permit is not required for individual containers with a 500-gallon water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons, used exclusively for emergency power generation, and serving occupancies in Group R-3 not located in the Wildland-Urban Interface Area.

2. Operation of cargo tankers that transport LP-gas.

3124.2. AMENDMENT.

Section 203.3 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topological conditions:

Business Group B

Training and skill development not in a school or academic program (this shall include, but not be limited to, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

3124.3. AMENDMENT.

Section 903.2 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2. Where required. Approved automatic extinguishing systems shall be installed:

1. In all new buildings regardless of the type of construction or occupancy.

EXCEPTIONS:

A) Detached private garages, providing the floor area does not exceed 1000 square feet.

B) Pool houses, recreation rooms, workshops, and similar accessory R-3 occupancies providing no portion of the exterior wall of the building is more than 150 feet from a public street.

C) Other minor buildings and/or occupancies as approved by the Fire Chief.

2. In existing buildings with new occupancies as required by other sections of the Fire Code.

3124.4. AMENDMENT.

Section 903.2.18 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.2.18. Group U garages and carports accessory to Group R-3 occupancies.

Carports with habitable space above, detached private garages over 1000 square feet in area, and attached private garages shall be protected by fire sprinklers in accordance with this section. These areas shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate temperature commercial type heads shall be used.

3124.5. AMENDMENT.

Section 903.3.1.3 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.3.1.3. NFPA 13D SPRINKLER SYSTEMS. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D with the following additions:

A) Attics containing forced air units shall have one or more quick-response intermediate temperature sprinkler heads adjacent to each unit.

B) Attached private garages shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick- response intermediate temperature commercial type heads shall be used for the garage area.

C) Detached private garages over 1000 square feet in total area shall be sprinklered and shall have a design density of an Ordinary Hazard Group 1 occupancy with a design area of two (2) heads. Quick-response intermediate

temperature commercial type heads shall be used for the garage area.

D) Residential structures under 5000 square feet in total area shall be designed for two

(2) heads flowing in the residential area. Residential structures over 5000 square feet in total area shall be designed for four (4) heads flowing in the residential area.

E) Attics and basements used for storage purposes shall be fully sprinklered with residential type heads.

F) A single exterior bell activated by the waterflow switch shall be provided at an approved location.

G) A representative sample of spare heads shall be provided at an approved location.

3124.6. AMENDMENT.

Section 903.4.3 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

903.4.3 ALARMS. An approved audible and visual sprinkler waterflow alarm device shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow

alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic fire sprinkler system shall actuate the building fire alarm system. Approved audible notification appliances shall be provided in the interior of the building at locations required by the Fire Chief.

EXCEPTION: NFPA 13D systems serving R-3 occupancies shall be provided with a single exterior bell.

3124.7 AMENDMENT.

Section 1103.5 of the California Fire Code is amended to read as follows due to local climatic, geographical, and topographic conditions:

1103.5 EXISTING BUILDINGS. An approved automatic fire sprinkler system shall be installed in existing buildings, including any additions thereto, in the occupancies and buildings as set forth in this section.

1. In all commercial and industrial buildings greater than 5000 square feet in area when enlarged by an addition to the existing structure or as required by the Fire Chief.
2. In all commercial and industrial buildings equal to or less than 5000 square feet in area, when enlarged by an addition to the existing structure, exceeds 5000 square feet or as required by the Fire Chief.

3. In all Group R-1 or R-2 Occupancies when an addition results in additional guestrooms or dwelling units.

4. In all Group R-3 Occupancies greater than 2500 square feet in living area when enlarged by an addition to the living area of the existing structure.

EXCEPTIONS:

1) Additions of areas that would not require sprinklers such as closets or bathrooms.

2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

5. In all Group R-3 Occupancies equal to or less than 2500 square feet in living area, when enlarged by an addition to the living area of the existing structure, exceeds 2500 square feet in residential area.

EXCEPTIONS:

1) Additions of areas that would not require sprinklers such as closets or bathrooms.

2) Additions that occur without increasing the number of stories or increasing the horizontal projection of the first story roof.

6. In existing buildings for new occupancies as required by other sections of the Fire Code.

3124.8 AMENDMENT.

Section P101.2 of the California Fire Code is amended to read as follows:

P101.2 Permits. An operational permit shall be required for haunted houses, ghost walks, or similar amusement uses in accordance with Appendix P101.2.

EXCEPTION: Haunted houses, ghost walks, or similar amusement uses in Group R-3 occupancies."

"3124.9 ADDITION.

Section 5608.2 is added to Chapter 56 of the California Fire Code to read as follows due to local climatic conditions:

5608.2. FIREWORKS PROHIBITED. No person shall sell, display for sale. possess, store, or manufacture, use, light, fire, discharge, explode or set off any fireworks, including "Safe and Sane" fireworks anywhere within the City, except as allowed by the Fire Chief.

3124.10 ADDITION.

Section 6112 is hereby added to Chapter 61 of the California Fire Code to read as follows: The use of liquefied petroleum gas for emergency power generation for Group R-3 occupancies located in the Very High Fire Hazard Severity Zone area shall comply with the following:

1. All individual containers shall be a maximum size of 500-gallon (1893 L) water capacity. Multiple container systems shall not exceed 500-gallons (1893 L) in

aggregate quantity.

2. A minimum 10-foot setback shall be maintained between the tank and all buildings in perpetuity. All future developments on the property shall be subject to this requirement.

3. Signage shall be provided on the tank indicating its contents and warning of "NO SMOKING WITHIN 25 FEET".

4. Weeds, grass, brush, trash, and other combustible materials shall be kept a minimum of 10 feet from the tank.

5. A minimum 6A:80BC fire extinguisher shall be provided within 50 feet of the tank. It shall be the applicant's responsibility to have the fire extinguisher serviced by a qualified contractor on an annual basis.

6. During refueling, the LP tank vehicle shall not be left unattended at any time.

3124.11 ADDITION [ADMINISTRATIVE].

Section 105.1.7 is added to the California Fire Code to read as follows:

When the application for a permit under this section is filed, a non-refundable fee as adopted by City Council Resolution shall be paid for the purpose of recovering the cost of services provided.

3124.12 DELETION [ADMINISTRATIVE].

Section 103 is hereby deleted from the California Fire Code without replacement.

3124.13 ADDITION [ADMINISTRATIVE].

Section 104.12 is added to the California Fire Code to read as follows:

104.12 COST RECOVERY. Where an emergency situation is caused or exacerbated by a willful act, a negligent act, or a violation of the Fire Code, Building Code, or any other applicable law, ordinance or regulation, the cost of mitigating and securing any emergency that is within the responsibility of the Fire Chief is a charge against the person who caused the emergency or who caused the circumstances leading to the creation of the emergency. Damages and expenses incurred by any public agency providing mutual aid shall constitute a debt of such person and shall be collectible by the Fire Chief for proper distribution in the same manner as in the case of an obligation under contract expressed or implied. Expenses as stated above shall include, but not be limited to, equipment and personnel committed and any payments required by the public agency to outside business firms requested by the public agency to mitigate or secure the emergency, monitor remediation, and clean up.

SECTION 4. Division 5, Part 2, Chapter 1 of Article Ill of the Arcadia Municipal Code is hereby amended by amending Sections 3125 and 3125.1 to read in their entirety as follows:

"DIVISION 5. - APPEALS AND PERMITS

3125. AMENDMENT [ADMINISTRATIVE].

Section 112 of the California Fire Code is amended to read as follows:

Appeals. Whenever the Chief disapproves an application or refuses to grant a permit, the applicant may appeal from the decision of the Chief to the City of Arcadia Building/Fire Code Appeals Board within thirty (30) days from the date of the decision being appealed.

3125.1. AMENDMENT [ADMINISTRATIVE].

Section 112 of the California Fire Code is amended by adding the following paragraph:

Appeals Procedure. The City of Arcadia Building/Fire Code Appeals Board shall not consider any such appeal unless the matter has come to the attention of the Chief and he has rendered a decision in writing. Any appeal to the board shall be made by the affected person or his agent in writing in the form and manner as prescribed by the Chief and as specified in Arcadia Municipal Code section 8130.2."

SECTION 5. Parts 3 and 4 of Chapter 1 of Article Ill of the Arcadia Municipal Code are hereby amended in their entirety to read as follows:

"PART 3. -CALIFORNIA WILDLAND-URBAN INTERFACE CODE

3130. CALIFORNIA WILDLAND-URBAN INTERFACE CODE ADOPTION

There is adopted by reference for the City of Arcadia the 2025 Edition of the California Wildland-Urban Interface Code, including Chapter A based on the 2024 Edition of the International Wildland-Urban Interface Code published by the

International Code Council, and the foregoing shall constitute the Wildland-Urban Interface Code of the City of Arcadia.

3130.1. WILDLAND-URBAN INTERFACE FIRE AREA BOUNDARIES.

The boundaries of the Wildland-Urban Interface Area shall be the same as the Fire Hazard Severity Zone Map as produced by the California Department of Forestry and Fire Protection and as adopted by City Council Resolution.

3130.2 AMENDMENT.

Section 101.5 of the 2025 California Wildland-Urban Interface Code is amended to read as follows due to local climatic and topographical conditions:

101.5. Additions, Remodels, Repairs or Alterations. Additions, remodels, repairs or alterations may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of this code, provided the addition, remodel, repair or alteration conforms to that required for a new building or structure.

EXCEPTIONS:

1. Provisions of this code that specifically apply to existing conditions are retroactive.

2. The Wildland-Urban Interface Code shall apply to any remodel, alteration, addition or repair based on the following:

0% - 50% - Applicable to addition/alteration only.

51% - 100% - Applicable to the entire structure.

All percentages are based on habitable area and pertain to remodel/additions completed within the most recent thirty-six (36) month period.

Additions, repairs, remodels or alteration shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

3130.3 AMENDMENT [ADMINISTRATIVE].

Section 112.1 of the 2025 California Wildland-Urban Interface Code is added to read as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official or the Fire Chief relative to the application and interpretation of the City's Building and Fire codes, the Planning Commission shall act as the Arcadia Building and Fire Code Board of Appeals. The Planning Commission shall not consider an appeal until the Building Official or the

Fire Chief has rendered a decision in writing. An appeal shall be filed with the City within 30 days from the date of his or her written decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. The appeal shall be in writing and shall clearly set forth the order, decision or determination being appealed. A hearing shall be scheduled before the Planning Commission as soon as practicable from the date of receipt of the appeal. The Building Official or the Fire chief, as applicable, shall prepare a written report for the Planning Commission. The decision of the Planning Commission shall be final unless appealed to the City Council. The appeal to the City Council shall be in writing and shall be filed with the City within five (5) working days from the date of the Planning Commission's decision; in addition, an appeals fee shall be paid to the City in an amount established by City Council Resolution. A hearing shall be scheduled before the City Council as soon as practicable from the date of the receipt of the written appeal. The Building Official or the Fire Chief, as applicable, shall prepare a written report for the City Council. The decision of the City Council shall be final.

3130.4 ADDITION.

Section 503.3 of the 2025 California Wildland-Urban Interface Code is added to read as follows due to local climatic, geographical, and topographical conditions:

503.3 Heavy timber construction. Heavy timber construction as defined per Chapter 6 of the 2025 California Building Code.

3130.5 AMENDMENT.

Section 504.7.3 of the 2025 California Wildland-Urban Interface Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

504.7.3 Decks. The walking surface material of decks, porches, balconies and stairs shall comply with the requirements of Sections 504.7.3.1 through 504.7.3.4 when any portion of such surface is within fifty (50) feet of the building.

3130.6 AMENDMENT.

Section 507.1 of the 2025 California Wildland-Urban Interface Code is amended to read as follows due to local climatic, geographical, and topographical conditions:

507.1 General. The Wildland-Urban Interface Code Sections 504.2 and 504.2.1 shall apply to any addition, replacement, or repair of roof coverings based on the following:

0% - 25% of the existing roof area - Applicable to new roof covering only.

26% - 100% of the existing roof area - Applicable to the entire roof covering of the structure.

All percentages are based on the addition, replacement, or repairs completed within the most recent twelve (12) month period. All portions of a roof covering applied during an addition, replacement, or repair to an existing structure shall meet

at least a Class A classification. Pressure treated, untreated, or fire-retardant treated wood shakes and wood shingles shall not be installed on any building or structure located in the Wildland Urban-Interface Area Boundaries.

PART 4. -SPECIAL REGULATIONS DIVISION 1.

FLAMMABLE AND EXPLOSIVE MATERIAL

3141. STORAGE OF FLAMMABLE LIQUIDS.

Storage of flammable liquids in outside aboveground tanks is prohibited within the boundaries of the City as the same now exist or as the same may at any time hereafter exist. Aboveground tanks may be permitted on a case by case basis with approval of the Chief.

3141.1. NEW BULK PLANTS PROHIBITED.

The limits in which new bulk storage of liquefied petroleum gas is restricted are established as the boundaries of the City.

3141.2. SAME.

All real property which has been or may hereafter be classified as, changed to or placed in Zones R-M, R-O, R-1, R-2 or R-3 shall be limited to the storage of a maximum of the equivalent to ten (10) gallons of water capacity outdoors and five (5) gallons of water capacity in either free standing or attached accessory structures.

3141.3. SAME. EXCEPTIONS.

1) Individual containers with a 500-gallon water capacity or less or multiple

container systems having an aggregate quantity not exceeding 500 gallons, used exclusively for emergency power generation and serving occupancies in Group R-3.

2) The City Council may, upon written application, and after receipt of the report and recommendation of the Chief, after finding upon the evidence received that the public health, safety and welfare will not be jeopardized, alter the limits fixed by any of the preceding section.

3142. HAZARDOUS MATERIALS ABATEMENT.

Clean up or abatement; liability for cost.

3142.1. SAME.

The Fire Department is authorized to abate or cause to be cleaned up the effects of any hazardous material deposited upon or into any property or facilities in the City; and any such person or persons responsible for such property or who intentionally, negligently or otherwise caused such deposit shall be liable for the payment of all such cost incurred by the Fire Department as a result of such cleanup or abatement activity. The remedy provided by this part shall be in addition to any other remedies provided by law.

3142.2. SAME.

For the purposes of this part, "Hazardous Materials" shall be defined as any substance or materials in a quantity or form which, in the determination of the Fire Chief or his authorized representative, poses an unreasonable and imminent risk to

the life, health or safety of persons or property or to the ecological balance of the environment, and shall include, but not be limited to, such substances as explosives, radioactive materials, unstable or toxic materials, petroleum or petroleum products or gases, poisons, etiologic (biologic) agents, pesticides, flammables and corrosives.

3142.3. SAME.

For purposes of this part, cost incurred by the Fire Department shall include, but shall not necessarily be limited to the following: actual labor costs of City personnel, including workers compensation benefits, fringe benefits, administrative overhead, cost of equipment operations, cost of materials obtained directly by the City and cost of any contract labor, equipment and materials as necessary to clean up and abate the hazard.

3142.4. SAME.

The authority to recover costs under this part shall not include actual fire suppression services which are normally or usually provided by the Fire Department."

SECTION 6. The City Council finds that it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. City staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

SECTION 7. Transmittal. The Building Official shall transmit a copy of this Ordinance to the California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7.

SECTION 8. Recession. All former ordinances or parts conflicting or inconsistent with the provisions of this Ordinance or of the codes adopted by this Ordinance and any other ordinance in conflict herewith are hereby repealed.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 10. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 11. The City Clerk shall certify to the adoption of the Ordinance and shall cause a copy of same or summary thereof to be published in the official newspaper of said City within fifteen (15) days after its adoption.

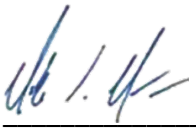
Passed, approved and adopted this 18th day of November, 2025.

_____
Mayor of the City of Arcadia

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
Michael J. Maurer
City Attorney

EXHIBIT "A"

FINDINGS OF FACT

Pursuant to the 2025 Edition of the California Fire Code Preface, the report contained herein shall be submitted as the Findings of Fact document with regard to Article III of the City of Arcadia Municipal Code, Ordinance No. 2409, as adopted by the City of Arcadia. Under this adopting Ordinance specific amendments have been established, which are more restrictive in nature than those sections adopted by the California Building Standards Code.

The amendments to the California Fire Code, 2025 Edition have been recognized by the City of Arcadia to address the fire problem(s), concern(s) and future direction(s) by which this City can establish and maintain an environment, which will afford a level of fire and life safety to its citizens and guests.

Under the provisions of California Fire Code Preface, local amendments shall be based on climatic, geographical or topographical conditions. The Findings of Facts contained herein shall address each of these situations and shall present the local situation, which singularly or in combination cause the established amendments to be adopted.

Climatic: The City of Arcadia is located in the County of Los Angeles, and is subject to long periods of dry, hot and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection.

Geographical: The geographic layout and contours of the City of Arcadia create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines, there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during the new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion.

Topographical: The water supply (domestic and fire flow) system within the City is

directly affected by the topographical layout of Arcadia. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low pressure lines where the pressure and flows are adequate in most of the areas of the city. There are certain areas in the southern portion of the City with static pressures of 40 psi, and in the northern portion as low as 20 psi. This variation of pressure causes major problems to development, as well as fire suppression forces.

As a result of the Findings of Fact, which identified the various climatic, geographical, and topographical elements, the requirements established by the City of Arcadia Fire Department within the adopted Ordinance No. 2409 are considered reasonable and necessary modifications to the California Fire Code based upon local conditions.

While it is clearly understood that the adoption of such regulations may not prevent the incidents of fire, it is further noted that with the implementation of these various regulations and/or requirements it may serve to reduce the severity and potential loss of life and property.

The City of Arcadia Fire Department submits these Findings of Fact and request acceptance of these as defined in the California Fire Code Preface.

Prepared and submitted by: Mark Krikorian, Fire Marshal

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: October 21, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director and Chen Suen, Fire Chief
By: Ken Fields, Building Official
Mark Krikorian, Fire Marshal
Ali Doudar, Plans Examiner

SUBJECT: ADOPTION OF THE CALIFORNIA BUILDING AND CALIFORNIA FIRE CODES

ORDINANCE NO. 2408 AMENDING ARTICLE VIII OF THE ARCADIA MUNICIPAL CODE RELATING TO BUILDING REGULATIONS; AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, AND APPENDIX J, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA EXISTING BUILDINGS CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), AND THE LOS ANGELES COUNTY GRADING CODE WITH ADDITIONS, AMENDMENTS, AND DELETIONS

CEQA: Not a Project

Recommendation: Introduce and Set the Public Hearing

ORDINANCE NO. 2409 AMENDING ARTICLE III OF THE ARCADIA MUNICIPAL CODE RELATING TO FIRE REGULATIONS; AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE IN ITS ENTIRETY, INCLUDING APPENDICES, CHAPTER 4, B, C, D, K, AND P BASED ON THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, AND THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE IN ITS ENTIRETY,

INCLUDING APPENDIX A, BASED ON THE 2024 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO

CEQA: Not a Project

Recommendation: Introduce and Set the Public Hearing

SUMMARY

The Development Services and Fire Departments are proposing amendments to the Arcadia Municipal Code relating to building and fire code regulations for the purpose of complying with State requirements, and to update current administrative and technical standards. Every three years, the State of California adopts new Building and Fire Codes based on international standards, with California amendments. Arcadia's last code adoptions and amendments were adopted on November 15, 2022.

It is recommended that the City Council introduce Ordinance No. 2408, amending Article VIII of the Arcadia Municipal Code relating to Building Codes, and introduce Ordinance No. 2409, amending Article III of the Arcadia Municipal Code relating to Fire Codes, and schedule a public hearing for November 18, 2025.

BACKGROUND

The City of Arcadia uses the California Building Standards Codes ("CBSC") as its local building and fire codes. Every three years, the California Building Standards Commission reviews the International Building Code and recommends revisions and updates to the State Code, which is later adopted by the State. Prior to adoption, local jurisdictions are authorized under Section 17958.7 of the California Health and Safety Code, to make amendments to the State Codes when reasonably necessary due to local climatic, geological, and/or topographical conditions. These local amendments ensure that building standards provide appropriate protection for public health, safety, and property within the community. The City has traditionally adopted such amendments to safeguard residents and property and intends to maintain these same basic amendments as part of this code adoption cycle.

DISCUSSION

The 2025 CBSC was recently adopted by the State of California and will automatically become effective on January 1, 2026. While there are many technical updates to the various codes, the most notable change this cycle is the adoption of the 2025 California Wildland-Urban Interface Code ("CWUIC"), as a new edition to the CBSC. The CWUIC consolidates wildfire resiliency requirements that are currently spread across the Building Code, Fire Code, Residential Code, and Title 14 of the California Code of Regulations. The structure of the CWUIC is modeled using the International Code Council's International Wildland-Urban Interface Code and, while many of the requirements remain the same, the reorganization and consolidation into one code is a major milestone for California, making it a simpler process for builders and local officials across the state.

Some important components of the CWUIC include:

- Building materials and construction (home hardening): roof assembly and covering, eaves, vents, gutters, exterior walls, windows, non-combustible building materials, and non-combustible surfaces.
- Vegetation management: tree thinning, spacing, limbing, and trimming; removal of any vegetation growing under tree canopies (typically referred to as "ladder fuels"), surface vegetation removal, and brush clearance; vegetation conversion, fuel modifications, and landscaping.
- Emergency vehicle access: driveways, turnarounds, emergency access roads, marking of roads, and property address markers.
- Water supply: approved water sources and adequate water supply.

With each code adoption, cities have the option of amending the State model building standards code to better accommodate local conditions, if specific findings are made justifying the changes. However, on June 30, 2025, the State of California passed Assembly Bill 130 ("AB 130"), which enacted a six-year moratorium on local code amendments affecting residential units. As a result, Arcadia is prohibited from making any changes applicable to residential units, unless one of the few exceptions is met. The most pertinent exceptions being:

- The change or modification is substantially equivalent to changes or modifications that were previously adopted and in effect as of September 30, 2025.
- The changes or modifications relate to making a home more resistant to wildfire.

To further protect the public health, welfare, and safety of Arcadia residents, it is recommended that the City maintain the same basic amendments to the codes that were made during the last code cycle three years ago, with minor modifications. These basic amendments provide an enhanced level of fire protection and prevention for buildings located within the City. They also establish minimum standards for multifamily developments, such as requirements for noise reduction and undergrounding of utility lines. Finally, they set minimum requirements for residential swimming pool safety barriers and construction site fencing. These amendments have served the City well over time and are included in their entirety in Ordinance Nos. 2408 and 2409. It is allowable to "carry over" amendments that were previously approved by the City. Findings of Fact for these amendments are included as Exhibit "A" of both proposed Ordinances.

Two examples of how the Codes have been amended from the State's model building standards codes are as follows:

- Amends the fire sprinkler requirements in the Building Code, Residential Code, and the Fire Code, by requiring sprinklers in existing single-family dwellings when they are enlarged to exceed 2,500 square feet of livable area.

- Amends the Electrical Code to require a single point of disconnect on the exterior of the building for solar energy systems.

Other than these local amendments that address specific health and safety needs, the City will adopt the 2025 California Building Standards Codes in their entirety, as published by the State of California.

ENVIRONMENTAL ANALYSIS

The proposed code adoptions and amendments to the Arcadia Municipal Code will not have a significant effect on the environment, therefore, this activity is exempt

from the California Environmental Quality Act ("CEQA"), per Section 15061(b)(3) of the CEQA Guidelines.

PUBLIC NOTICE/COMMENTS

Adoption of the California Building and California Fire Codes requires a public hearing after the initial introduction of the proposed Ordinances. It is recommended that a public hearing be scheduled for the November 18, 2025, City Council Meeting. In anticipation of this hearing date, a notice of public hearing will be published in the *Arcadia Weekly* newspaper on October 27, 2025, and October 30, 2025. In addition, the notice of public hearing will be posted at City Hall, the City Clerk's Office, the Arcadia Public Library, and on the City's website.

FISCAL IMPACT

The adoption of the proposed codes and amendments will have no fiscal impact on the City.

RECOMMENDATION

It is recommended that the City Council:

1. Introduce Ordinance No. 2408 amending Article VIII of the Arcadia Municipal Code relating to Building Regulations; and adopting by reference the 2025 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2025 California Residential Code, the 2025 California Green Building Standards Code, the 2025 California Plumbing Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Existing Buildings Code, the Uniform Code for the Abatement of Dangerous Buildings (1997 Edition), and the Los Angeles County Grading Code with additions, amendments, and deletions; and set the public hearing for November 18, 2025; and

2. Introduce Ordinance No. 2409 amending Article III of the Arcadia Municipal Code relating to Fire Regulations; and adopting by reference the 2025 Edition of the California Fire Code in its entirety, including Appendices, Chapter 4, B, C, D, K, and P based on the 2024 Edition of the International Fire Code

published by the International Code Council, and the 2025 Edition of the California Wildland-Urban Interface Code in its entirety, including Appendix A, based on the 2024 Edition of the International Wildland-Urban Interface Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto; and set the public hearing for November 18, 2025.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Ordinance No. 2408 (Findings of Fact attached as Exhibit "A")
Attachment No. 2: Ordinance No. 2409 (Findings of Fact attached as Exhibit "A")

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7662 ORDERING THE VACATION OF A PORTION OF THE EAST-WEST ALLEY BETWEEN 117-129 EAST HUNTINGTON DRIVE AND 124-134 WHEELER AVENUE, AND RESERVING A PUBLIC ACCESS AND AIR SPACE EASEMENT OVER IT
CEQA: Exempt
Recommendation: Adopt

SUMMARY

The Applicant for the mixed-use development known as "Huntington Plaza" (the "Project") is requesting the vacation of a public alley to facilitate the proposed development. The Project consists of 10 lots in two areas bisected by an existing alleyway, with one area encompassing 117-129 East Huntington Drive, and another area encompassing 124-134 Wheeler Avenue. The development includes a subterranean parking structure that will extend beneath both areas. Public access will remain over the vacated alley through the retention of an access and airspace easement (see Exhibits "A" and "B" of Attachment No. 1).

On October 7, 2025, the City Council adopted Resolution No. 7656, declaring its intention to vacate the alley right-of-way and scheduling a public hearing for the November 18, 2025, City Council Meeting. All utilities located within the alley have been removed, and both the utility companies and the public have been notified of the City's intention to vacate the alley. The required notification period ended on October 9, 2025, and the City did not receive any comments or concerns. It is recommended that the City Council approve Resolution No. 7662, ordering the

vacation of a portion of the east-west alley between 117-129 E. Huntington Drive and 124-134 Wheeler Avenue, and reserving a public air space and access easement over it.

BACKGROUND

On August 18, 2020, the City Council approved the Huntington Plaza mixed-use development, consisting of two separate five-story buildings that span over 10 legal lots on either side of the east-west alley, between Huntington Drive and Wheeler Avenue. The development includes 139 residential units, approximately 10,200 square feet of ground-floor commercial space, and surface and subterranean parking.

To accommodate the subterranean parking structure that connects the two buildings and extends beneath the existing alley, the developer is requesting that the City vacate the portion of the alley within the project boundaries. To maintain east–west connectivity across the site, a public access and air space easement will be reserved over the vacated area, though it will be temporarily closed during construction.

In anticipation of this request, the Developer has already completed several infrastructure-related steps:

- In 2024, a contractor for the Developer relocated and removed a sewer main that previously ran through the alley, which served 117 and 129 East Huntington Drive.

- Dry utility providers (SCE, AT&T, and Spectrum) have undergrounded or rerouted existing facilities, and the utility poles within the affected portion of the alley have been removed or relocated.

Under the California Streets and Highways Code, a street and/or alley vacation requires notification to all public utility providers to allow them the opportunity to retain any easements needed. Notification Letters were mailed out on September 9, 2025, and none of the utility companies have responded to the letter. In addition, public notices were posted in accordance with the California Streets and Highways Code for street and/or alley vacation, including along the alley right-of-way.

DISCUSSION

The property owner seeks to move forward with the development and has formally requested that the City vacate the alley right-of-way within the project boundaries.

The purpose of this action is to order the vacation of the alley right-of-way and hold a Public Hearing. This hearing coincides with the City Council's consideration of Final Tract Map No. 82734, which is included on the November 18, 2025, City Council agenda as a Consent Item, and this vacation must be approved prior to the final tract map. The vacation is required first because a final map cannot be recorded over an existing public right-of-way.

There is no longer the need to retain a portion of the alley for public utility purposes; however, an easement is required for pedestrians and vehicles over this portion of the alley to maintain access.

PLANNING COMMISSION

The California Streets and Highways Code requires that any street or alley vacation be consistent with the local agency's General Plan. At its meeting on February 27, 2024, the Planning Commission determined that the proposed vacation is consistent with the goals and policies of the City's General Plan and recommended City Council approval. This finding is documented in Planning Commission Resolution No. 2143 (Attachment No. 2).

ENVIRONMENTAL ANALYSIS

The proposed right-of-way vacation is Categorically Exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15305(a) of the CEQA Guidelines, which exempts minor alterations in land use limitations, including minor street and alley vacations that do not result in any changes in land use or density (refer to Attachment No. 3 for the Preliminary Exemption Assessment). The City is reserving public access and airspace easements over the vacated alley to ensure continued circulation and access to public parking.

FISCAL IMPACT

There is no direct fiscal impact associated with this action. Upon vacation, the City will no longer be responsible for the maintenance or liability related to the vacated portion of the alley, which may result in minor savings.

RECOMMENDATION

It is recommended that the City Council find the project to be Categorically Exempt under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7662 ordering the vacation of a portion of the east-west alley between 117–129 East Huntington Drive and 124–134 Wheeler Avenue, and reserving a public access and air space easement over it.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7662 – Huntington Plaza Alley Vacation
Attachment No. 2: Planning Commission Resolution No. 2143 - General Plan Consistency
Attachment No. 3: Preliminary Exemption Assessment

RESOLUTION NO. 7662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ORDERING THE VACATION OF A PORTION OF THE EAST-WEST ALLEY BETWEEN 117-129 EAST HUNTINGTON DRIVE AND 124-134 WHEELER AVENUE, AND RESERVE A PUBLIC ACCESS AND AIR SPACE EASEMENT OVER IT; AND APPROVING A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

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

SECTION 1. The City Council of the City of Arcadia ("City Council"), on October 7, 2025, adopted Resolution No. 7565 declaring the intention of the City Council to vacate and abandon a portion of the public east-west alley between 117-129 East Huntington Drive and 124-134 Wheeler Avenue in the City of Arcadia, County of Los Angeles, State of California, more particularly shown in Exhibits "A" and "B" attached hereto.

SECTION 2. Notices of Resolution No. 7565 were duly published and posted in the manner and form and at the time required by the Streets and Highways Code of the State of California, Sections 8322 and 8323.

SECTION 3. Pursuant to Government Code 65402(a), the Planning Commission of the City of Arcadia, during its regular meeting on February 27, 2024, adopted Planning Commission Resolution No. 2143, determining that the proposed vacation is consistent with the General Plan of the City of Arcadia.

SECTION 4. The City Council does find that the vacation of a portion of the public east-west alley, as described and shown in said Exhibits, is being made in accordance with Chapters 3 and 5 of Part 3 of Division 9 of the Streets and Highways Code of the State of California (Streets and Highways Code Section 8320, et seq.)

SECTION 5. A Public Hearing was duly held on November 18, 2025, at 7:00 p.m. in the Council Chambers of Arcadia City Hall, 240 West Huntington Drive, Arcadia, California, at which time the City Council received all comments and evidence offered by persons interested in the proposed vacation.

SECTION 6. Pursuant to the Streets and Highways Code Section 8324, the City Council finds from all evidence submitted that a portion of the public east-west alley, as described and shown in said Exhibits, is unnecessary for present or prospective public utility use and, therefore, it is ordered that it be vacated.

SECTION 7. Pursuant to the Streets and Highways Code Section 8340 and 8341, the City Council of the City of Arcadia finds that the public convenience and necessity require the reservation and exception of a public access easement from the vacation on (the surface) and over (airspace for a vertical distance of at least fifteen (15) feet from the surface) that portion of the public east-west alley, between 117-129 East Huntington Drive and 124-134 Wheeler Avenue, as shown, described and detailed on Final Tract Map No. 82734.

SECTION 8. The City Council of the City of Arcadia does hereby determine that the proposed right-of-way vacation of a portion of the alley, as described and shown in said Exhibits, is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Local CEQA Guidelines Section 15305(a), which exempts minor alterations in land use limitations, including minor street and alley vacations that do not result in any changes in land use or density.

SECTION 9. 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.

SECTION 10. From and after the date this Resolution No. 7662 is recorded, a portion of this public east-west alley, as described and shown in said Exhibits, will no longer constitute public right-of-way.

SECTION 11. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 18th day of November, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael J. Maurer
City Attorney

EXHIBIT A
LEGAL DESCRIPTION
ALLEY VACATION &
RESERVING A SURFACE & AIR SPACE EASEMENT FOR PUBLIC ACCESS PURPOSES

THAT PORTION OF ALLEY, IN BLOCK 75 OF MAP OF PART OF ARCADIA SANTA ANITA TRACT, IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 89 AND 90, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 75 OF SAID MAP, THENCE; S89°59'29"E 190.20 FEET TO THE NORTHWEST CORNER OF THE EASTERLY 10.00 FEET OF LOT 8 OF SAID BLOCK, THENCE; NORTHERLY ALONG THE NORTHERLY PROLONGATION OF SAID EASTERLY 10.00 FEET N00°08'45"E 20.00 FEET TO THE NORTHERLY LINE OF SAID ALLEY, THENCE; WESTERLY ALONG THE NORTHERLY LINE OF SAID ALLEY N89°59'29"W 190.15 TO THE POINT OF INTERSECTION OF NORTHERLY LINE OF SAID ALLEY AND THE LINE OF NORTHERLY PROLONGATION OF WESTERLY LINE OF LOT 5 OF SAID BLOCK 75, THENCE; SOUTHERLY ALONG SAID PROLONGATION LINE S00°04'28"W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 3,804 SQUARE FEET.

PREPARED BY ME

OR UNDER MY DIRECTION
ON: *AUGUST 13, 2025*

YOON LAI PLS 8886

SCALE:	DATE:
NA	08/13/25
DRAWN BY:	
kvl	
SCRIVENER:	
kvl	

PLAT PREPARED BY: JN: 2025-2509

CaliLand Engineering, Inc.
Civil Engineers + Land Surveyors + Land Planners
228 EAST FOOTHILL BOULEVARD, ARCADIA CA 91006
Phone: (626)281-2288 Fax: (626)281-2088
Visit us at: www.CaliLand.net

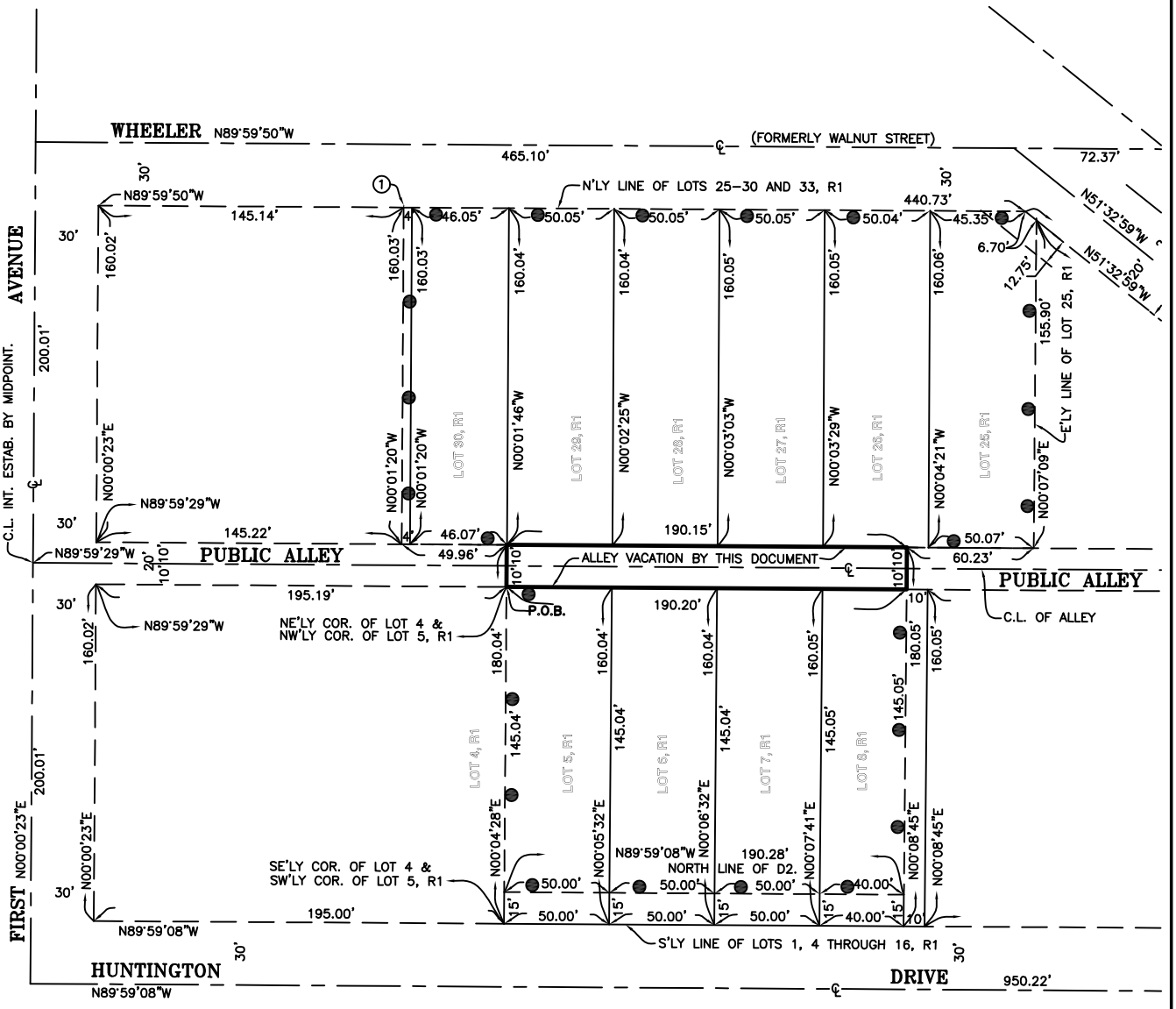
ALLEY VACATION

113-129 HUNTINGTON DRIVE
ARCADIA, CA 91006

EXHIBIT B
PLAT MAP

ALLEY VACATION &
RESERVING A SURFACE & AIR SPACE EASEMENT FOR PUBLIC ACCESS PURPOSES

SCALE: 1"=80'



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°59'53"W OF THE CENTERLINE OF SANTA CLARA STREET AS SHOWN ON PARCEL MAP NO. 10724, RECORDED IN BOOK 111, PAGES 13-14 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

REFERENCES:
R1: BLOCK 75 OF MAP OF PART OF ARCADIA SANTA ANITA TRACT, M.R. 15/89-90

PREPARED BY ME

OR UNDER MY DIRECTION
ON: *AUG. 13, 2025*

YOON LAI PLS 8886

PROFESSIONAL LAND SURVEYOR
YOON LAI
PLS 8886
STATE OF CALIFORNIA

SCALE:	DATE:
1"=80'	08/13/25
DRAWN BY: kvl	
SCRIVENER: kvl	

PLAT PREPARED BY: JN: 2025-2509

CaliLand Engineering, Inc.
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ALLEY VACATION
113-129 HUNTINGTON DRIVE
ARCADIA, CA 91006

RESOLUTION NO. 2143

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA RECOMMENDING CITY COUNCIL APPROVE THE GENERAL PLAN CONSISTENCY NO. GP 24-01 WITH RESPECT TO THE PROPOSED VACATION OF A PORTION OF THE EAST-WEST ALLEY BETWEEN 117-129 E. HUNTINGTON DRIVE AND 124-134 WHEELER AVENUE TO ACCOMMODATE THE APPROVED "HUNTINGTON PLAZA MIXED USE PROJECT"

WHEREAS, the City Council of the City of Arcadia approved the "Huntington Village Mixed-Use Project" ("Project") with an Initial Study/Mitigated Negative Declaration ("IS/MND") on August 18, 2020 and the Project design necessitated vacation of the portion of the east-west alley between 117-129 E. Huntington Drive and 124-134 Wheeler Avenue, as shown on the map in Exhibit "A", attached hereto; and

WHEREAS, an easement will be recorded over the portion of the alley to be vacated to allow for public access at ground level in perpetuity; and

WHEREAS, the alley vacation was analyzed in the approved IS/MND, and the General Plan Consistency finding would not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment beyond what was considered in the adopted Mitigated Negative Declaration, and therefore, no further action is required under California Environmental Quality Act ("CEQA").

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

SECTION 1. The Planning Commission does hereby find that the proposed alley vacation is consistent with the following policies of the City's General Plan:

Policy LU-10.1: Provide diverse housing, employment, and cultural opportunities in Downtown, with an emphasis on compact, mixed-use, transit- and pedestrian-oriented development patterns that are appropriate to the core of the City.

Policy LU-10.7: Provide accessible plazas and public spaces throughout Downtown that provide both intimate, outdoor rooms and larger spaces that could accommodate public gatherings and celebrations.

Policy LU-10.9: Connect various activity areas and plazas via sidewalks, paseos, and pedestrian alleys to create a comprehensive pedestrian network.

Policy ED-2.2: Use redevelopment and other funding sources to make public realm improvements throughout the Downtown area, as defined in the Land Use and Community Design Element, including enhanced landscaping, public walkways, coordinated signage, lighting, and street furniture.

Policy H-2.5: Promote commercial/residential mixed-use developments in Downtown Arcadia and along First Avenue and Live Oak Avenue.

SECTION 2. The Planning Commission incorporates the facts set forth in the recitals, the staff report, and as presented to the Planning Commission at the February 27, 2024 meeting.

SECTION 3. For the foregoing reasons, the Planning Commission forwards a recommendation of approval to the City Council.

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

Passed, approved, and adopted this 27th day of February 2024.

Vincent Tsoi
Chair, Planning Commission

ATTEST:

Lisa L. Flores
Secretary

Michael J. Maurer
City Attorney

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

I, Lisa Flores, Secretary of the Planning Commission of the City of Arcadia, hereby certify that the foregoing Resolution No. 2143 was passed and adopted by the Planning Commission of the City of Arcadia, signed by the Chair, and attested to by the Secretary at a regular meeting of said Planning Commission held on the 27th day of February 2024, and that said Resolution was adopted by the following vote, to wit:

AYES: Chair Tsoi, Vice Chair Wilander, Commissioners Arvizu, and Hui, Tallerico

NOES: None

ABSENT: None

Lisa L. Flores
Secretary of the Planning Commission

CITY OF ARCADIA

PRELIMINARY EXEMPTION ASSESSMENT

1.	Name or description of project:	Resolution No. 7656 - A Resolution of the City Council of Arcadia declaring its intention to vacate a portion of the alley between 117-129 East Huntington Drive and 124-134 Wheeler Avenue, and to reserve a public access and air space easement	
2.	Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Portion of the public alley located between 117-129 East Huntington Drive and 124-134 Wheeler Ave, Arcadia, CA 91007	
3.	Entity or person undertaking project:	A.	
		B. Other (Private)	
		(1) Name	Arcadia Huntington Plaza, LLC
		(2) Address	P.O. Box 1328 Arcadia, CA 91077

4. Staff Determination:

The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:

a.	☐	The proposed action does not constitute a project under CEQA.	
b.	☐	The project is a Ministerial Project.	
c.	☐	The project is an Emergency Project.	
d.	☐	The project constitutes a feasibility or planning study.	
e.	☒	The project is categorically exempt.	
		Applicable Exemption Class:	15305 – Class 5 (Minor Alterations in Land Use Limitations)
f.	☐	The project is statutorily exempt.	
		Applicable Exemption:	
g.	☐	The project is otherwise exempt on the following basis:	
h.	☐	The project involves another public agency which constitutes the Lead Agency.	
		Name of Lead Agency:	

Date: Sept. 9, 2025 Staff: Kevin Merrill, City Engineer

ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 4, 2025

1. CALL TO ORDER – Mayor Kwan called the Regular Meeting to order at 7:00 p.m.

2. INVOCATION – Reverend Eva Thai-Erwin, Church of the Good Shepherd

3. PLEDGE OF ALLEGIANCE – Reverend Eva Thai-Erwin, Church of the Good Shepherd

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had nothing to report.

6. PRESENTATIONS

a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.

b. Presentation of the 72nd Annual Arcadia Festival of Bands Proclamation.

7. PUBLIC COMMENTS

Dom Tallerico, an Arcadia resident and Planning Commissioner, appeared and commented on the City's finances; he encouraged the City Council to consider forming a Citizens Financial Advisory Committee, providing suggested qualifications for potential members; and he indicated that the purpose of the committee would be to determine whether there is any cause for concern.

Donna Choi, Executive Director of the Downtown Arcadia Improvement Association, appeared and thanked City staff for their efforts and assistance in organizing the Halloween Haunting event; she commented on the success of the event and encouraged everyone to attend the Holiday Fair on Dec. 13.

Diana Bacero, member of the Downtown Arcadia Improvement Association, appeared and expressed her appreciation to everyone who attended the Halloween Haunting event and recognized the participating Downtown Arcadia businesses.

Nash Eskander, an Arcadia resident, appeared and expressed his concerns regarding burglaries that have occurred in his neighborhood over the past year; he requested additional patrol units and clarification on solicitation regulations, including whether a "No Trespassing" sign is required to prevent solicitors from approaching his residence.

In response to Mr. Eskander's comments, City Manager Lazzaretto noted that additional patrols would be assigned to the area; Assistant City Manager/Development Services Director Kruckeberg also clarified that solicitors are required to obtain a permit; he encouraged Mr. Eskander to register on the City's Refusal Registry; and indicated that posting a "No Trespassing" sign may help deter solicitors.

Sonia, an Arcadia resident, appeared and provided an update on a news article she referenced at the previous City Council meeting concerning an individual who pled guilty to acting as an illegal agent for the Chinese government; and she encouraged Mayor Pro Tem Wang to resign from office.

April Verlato, former Arcadia Mayor and resident, appeared and thanked the City Council and City staff for organizing the Arcadia Community Cleanup Day event; she shared that she and Mayor Kwan attended the Asian Hall of Fame Induction; and she commented on City Attorney Maurer's prior assertions on public comments given during City Council meetings, recalling a different practice during her time on the City Council.

8. CONSENT CALENDAR

a. Special Meeting Minutes of October 20, 2025, and Regular Meeting Minutes of October 21, 2025.
CEQA: Not a Project
Recommended Action: Approve

b. Professional Services Agreement with Republic Services for clarifier clean out and emergency clean-up services in the amount of $52,198.48.
CEQA: Not a Project
Recommended Action: Approve

c. Professional Services Agreement with Mesa Energy Systems, Inc. DBA Emcor Services Mesa Energy for the supply of technology, parts, online communications, and support for the City's HVAC automation management system, in an amount not to exceed $55,000.
CEQA: Exempt
Recommended Action: Approve

d. Professional Services Agreement with Stetson Engineers, Inc. for the 2025 Water Master Plan Update in the amount of $254,600.
CEQA: Not a Project
Recommended Action: Approve

e. Professional Services Agreement with CCS Facility Services – Los Angeles, Inc. for janitorial and porter services at various City facilities in an amount not to exceed $546,372.
CEQA: Not a Project
Recommended Action: Approve

f. Purchase Order with Sager Ford for the purchase of one 2026 Ford F-350 Super Duty pickup truck in the amount of $67,592.57.
CEQA: Not a Project
Recommended Action: Approve

It was moved by Council Member Cao, seconded by Mayor Pro Tem Wang, and carried on a roll call vote to approve Consent Calendar Items 8.a through 8.f.

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

9. CITY MANAGER

a. Agreement between the City of Arcadia and the Los Angeles Organizing Committee for Olympic and Paralympic Games concerning operations for the 2028 Olympic and Paralympic Games.
CEQA: Not a Project
Recommended Action: Approve

Assistant City Manager/Development Services Director Kruckeberg presented the Staff Report.

Vic Nol, Director of Venue City Relations for the LA28 Olympic and Paralympic Games, thanked the City Council and City staff for their support of the agreement and future partnership on bringing the Games back to Arcadia.

A motion was made by Council Member Cao, seconded by Council Member Cheng, and carried on a roll call vote to approve the agreement between the City of Arcadia and the Los Angeles Organizing Committee for Olympic and Paralympic Games concerning operations for the 2028 Olympic and Paralympic Games.

City Attorney Maurer noted a friendly amendment to the motion, which authorizes the City Attorney to approve minor modifications to the Agreement.

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

10. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports).*

Council Member Fu had nothing to report.

Council Member Cao had nothing to report.

Council Member Cheng had nothing to report.

Mayor Pro Tem Wang had nothing to report.

Mayor Kwan responded to remarks made during the Public Comment period, specifically how public comments have been taken during City Council meetings.

Council Member Cheng called for a point of order to inquire whether Mayor Kwan's remarks were consistent with the current Rules of Procedure and Decorum, and requested clarification from the Parliamentarian.

City Attorney Maurer, serving as Parliamentarian, clarified that comments may only be made on matters of personal privilege, and stated that he did not believe Mayor Kwan's comments constituted such a matter.

Mayor Kwan concluded her comments by sharing that she attended the San Gabriel Valley Economic Partnership Awards Gala on October 25, in San Dimas.

11. REQUEST FOR FUTURE ITEMS

Council Member Fu requested City Council support to place an item on a future agenda to review the City's policies and procedures on the safety of underage participants in youth programs – Mayor Pro Tem Wang and Council Member Cao concurred. He also requested staff support in developing an information program for residents to provide safety tips on avoiding scams targeting homeowners.

City Manager Lazzaretto sought clarification on whether an agenda item was requested on the matter. Council Member Fu responded that he did not need an agenda item but was seeking City support in disseminating the information program to residents. As such, City Manager Lazzaretto shared that the matter could be discussed outside the meeting, without adding the topic to a future agenda.

Mayor Kwan requested City Council support to place an item on a future agenda to establish a Citizens Financial Committee to provide clarification and transparency regarding the City budget.

City Manager Lazzaretto reminded the City Council that a Citizen's Financial Advisory Committee is already established and traditionally meets once a year, noting that it may be an appropriate time to revisit the committee's role and functions.

Council Member Fu inquired whether the annual financial reports had been finalized.

City Manager Lazzaretto stated that the final audit report will be published at the end of December and that the Citizen's Financial Advisory Committee would be scheduled to meet in January 2026 to review the results.

Council Member Fu stated that Mayor Kwan's request is premature and recommended revisiting the matter once the final audit report is completed – the City Council concurred.

ADJOURNMENT

The City Council adjourned at 8:02 p.m. to Tuesday, November 18, 2025, at 6:00 p.m., in the City Council Conference Room.

Linda Rodriguez
City Clerk

CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave Thompson, Streets Superintendent

SUBJECT: RESOLUTION NO. 7660 AMENDING THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE DEBRIS BASINS DEBRIS REMOVAL PROJECT IN THE AMOUNT OF $302,828.63, OFFSET BY A REDUCTION IN THE CAPITAL OUTLAY FUND; AND APPROVE A CONTRACT WITH HORIZONS CONSTRUCTION CO. INT'L INC. FOR THE DEBRIS BASINS DEBRIS REMOVAL PROJECT IN THE AMOUNT OF $302,828.63
CEQA: Exempt
Recommendation: Approve

SUMMARY

As a result of the January 2025 Windstorm Event and subsequent Eaton Fire, the northern hillsides of the City experienced significant wildfire damage. The wildfire scarred and destabilized slopes, which led to the accumulation of mud, burned vegetation, and other debris at the debris basins located at 2273 Highland Vista Drive and 2225 Canyon Road. The accumulation of the debris has compromised the capacity of the debris basins to effectively capture and control debris-laden runoff. To restore the debris basins to full operational functionality and reduce the risk of future debris-related damage, removal of the accumulated debris is necessary. Through Sourcewell, a national cooperative purchasing program, the City can streamline the procurement process for debris removal services and receive the best price possible.

It is recommended that the City Council adopt Resolution No. 7660 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Debris Basins Debris Removal Project in

the amount of $302,828.63, offset by a reduction in the Capital Outlay Fund; and approve a contract with Horizons Construction Co. Int'l Inc. for the Debris Basins Debris Removal Project in the amount of $302,828.63.

BACKGROUND

As a result of the January 2025 Windstorm Event and subsequent Eaton Fire, the northern hillsides of the City experienced significant wildfire damage. The wildfire scarred and destabilized slopes, which led to the uncontrolled movement of mud, burned vegetation, and other debris that overflowed into two debris basins located at 2273 Highland Vista Drive and 2225 Canyon Road. The debris basins, which are engineered to trap and control debris-laden runoff, are at capacity due to mud, burned vegetation, and other materials carried to the sites by the rains that followed the Eaton Fire. As a result, the debris basins can no longer contain additional flows, increasing the risk of overflow and downstream damage during future mudflow events. Clearing the basins is necessary to restore their capacity and structural integrity, ensuring they continue to function as intended and protect the surrounding areas.

DISCUSSION

The Debris Basins Debris Removal Project will include the excavation and sorting of approximately 2,530 cubic yards of soil at the debris basin located at 2225 Canyon Road, and approximately 250 cubic yards of soil at the debris basin located at 2273 Highland Vista Drive. The contractor will haul and transport the sorted soil to an approved clean dirt facility and discard the remaining debris at a disposal facility, to ensure compliance with environmental regulations. In addition, after the debris removal has taken place, the contractor will conduct rough grading at both sites to ensure that proper draining and stability is maintained at the debris basins. Once the project is complete, the debris basins will effectively capture and manage runoff and debris, protecting downstream properties during future storm events.

Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process for debris removal services at a lower cost than the traditional competitive bidding process. 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. Sourcewell awarded a contract to Horizons Construction Co. Int'l Inc. for construction projects, which include debris removal projects. A copy of the agreement between Sourcewell and Horizons Construction Co. Int'l Inc. has been reviewed by the Public Works Services Department, and has been determined to meet the City's procurement requirements.

ENVIRONMENTAL ANALYSIS

The Project is considered a Class 1 Exemption as defined in Section 15301(a) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of the minor alteration of existing public structures.

FISCAL IMPACT

The total cost of the Debris Basins Debris Removal Project is $302,828.63. This project was not anticipated or included in the Fiscal Year 2025-26 Capital Improvement Program Budget. Therefore, a budget appropriation from the Capital Outlay Fund in the amount of $302,828.63, is requested for the Debris Basins Debris Removal Project.

The Public Works Services Department collaborated with the Federal Emergency Management Agency ("FEMA") to submit a Public Assistance request for reimbursement of the project costs. The project is currently under FEMA's review to determine reimbursement eligibility. Although reimbursement is uncertain, the City must fund the project while FEMA makes a final determination on cost recovery. If approved, FEMA will reimburse the City 75% of the total cost for this project, reducing the City's share of the Debris Basins Debris Removal Project to $75,707.16.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); adopt Resolution No. 7660 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Debris Basins Debris Removal Project in the amount of $302,828.63, offset by a reduction in the Capital Outlay Fund; and

approve a contract with Horizons Construction Co. Int'l Inc. for the Debris Basins Debris Removal Project in the amount of $302,828.63.

Approved:

Dominic Lazzaretto
City Manager

Attachments: Proposed Construction Contract
Sourcewell Contract
Resolution No. 7660

CITY OF ARCADIA

CONSTRUCTION CONTRACT

DEBRIS BASINS DEBRIS REMOVAL PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 20____ by and between the City of Arcadia, a public agency of the State of California ("City") and **Horizons Construction Company Int'.l, Inc.**, a California Corporation, with its principal place of business at **432 W. Meats Avenue, Orange, CA 92865** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **debris removal and soil clean-up** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: **C-12**.

2.3 Project. City desires to engage Contractor to render such services for the **Debris Basin Debris Removal Project** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Federal Requirements (Exhibit "G")
- Addenda
- Change Orders executed by the City

- Current Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to

substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **thirty (30) working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **One Thousand, Five Hundred Fifteen Dollars and No Cents ($1,515.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at

all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **THREE HUNDRED TWO THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND SIXTY-THREE CENTS ($302,828.63)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums

expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. If the Total Contract Price exceeds $35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. If the Total Contract Price exceeds $25,000, Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. If the Total Contract Price exceeds $25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. If the Total Contract Price exceeds $25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted

nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. If the Total Contract Price exceeds $25,000, Contractor acknowledges that it is aware that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the

Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, “Claim” means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order

procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 et seq.

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code

claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: $5,000,000 per occurrence and $5,000,000 aggregate for bodily injury, personal injury and property damage; (2) Automobile Liability: $5,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work. Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance

coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible. Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory

to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests

protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("'Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Horizons Construction Company International, Inc.
432 W. Meats Avenue
Orange, CA 92865
Attn: Kinan Kotrash

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, California 91066
Attn: Dave Thompson, Streets Superintendent

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

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

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ARCADIA
AND HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 20_____.

CITY OF ARCADIA

By: _____
Dominic Lazaretto
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Michael J. Maurer
City Attorney

HORIZONS CONSTRUCTION CO. INT'L. INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SERVICES / SCHEDULE

The project plan and proposal (Work Order Number 148322.00 and Work Order Number 10652.00) are incorporated into this Contract. (see attachment "A").

The project plan and proposal (EZIQC Contract No.: CA-R8-GB-101723-HRZ) are incorporated into this Contract.

EXHIBIT “B”

PLANS AND SPECIFICATIONS

All service and unit specifications are listed in Exhibit “A”.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia (hereinafter referred to as "City") has awarded to **Horizons Construction Company Int'l. Inc.**, (hereinafter referred to as the "Contractor") an agreement for **Debris Basins Debris Removal Project, Contract No.** _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **THREE HUNDRED TWO THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND SIXTY-THREE CENTS ($302,828.63)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed November 18, 2025 has awarded to **Horizons Construction Co. Int'l., Inc.** hereinafter designated as the "Principal," a contract for the work described as follows: **Debris Basins Debris Removal Project, Contract No.** _____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of **THREE HUNDRED TWO THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND SIXTY-THREE CENTS ($302,828.63)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or

agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "G"

FEDERAL REQUIREMENTS

Not Applicable.

DocuSign Envelope ID: FDFD8B52-66AE-47E3-A5A2-D1DB2DD28870

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: CA-R8-GB-101723-HRZ

Service Type: General Building

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Horizons Construction Company Int'l Inc., 432 W Meats Avenue, Orange , California 92865** (Contractor).

Sourcewell is a State of Minnesota local government agency 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 federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 6, 2023 or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **December 5, 2024**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract allows up to five additional one-year extensions upon the request of Sourcewell and written agreement with Contractor. Sourcewell retains the right to consider additional extensions beyond six years as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 8. The Contractor's IDIQ construction service type is: General Building. The Contractor **has** agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0300.

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B. **Other Than Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0700.

C. **Secured Facilities/OSHPD Prevailing - Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0700.

D. **All Union Wage Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0700.

E. **Non pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1500.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Kinan Kotrash. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/1/2023 | 2:54 PM CST

Horizons Construction Company Int'l Inc.

DocuSigned by:
kinan kotrash
2D364587FC59499...

By: _____

Kinan Kotrash

Title: Vice President

Date: 12/1/2023 | 10:32 AM PST

Docusign Envelope ID: 2A9A2EA6-8071-40D2-A3ED-7F956BB8563C

AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-GB-101723-HRZ

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-GB-101723-HRZ, is effective upon the date of the last signature below.

Sourcewell and Horizons Construction Company Int'l Inc. ("Contractor") have entered into an Indefinite Delivery-Indefinite Quantity Construction Contract, Contract Number **CA-R8-GB-101723-HRZ**, with an initial term ending December 5, 2024, and five bilateral options to extend for an additional one-year term ("Contract"). The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The following is adopted as the new CTC for the Contract effective December 6, 2024:

Sourcewell California - Region 8

Pursuant to the Contract, Contractor's Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 6, 2024 through December 5, 2025.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0ED2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2024 | 6:11 PM CST

Horizons Construction Company Int'l Inc.

DocuSigned by:
By: Kinan Kotrash
2D364587EC59499...
Kinan Kotrash
Title: Vice President
Date: 11/15/2024 | 10:09 AM PST

RESOLUTION NO. 7660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA AMENDING THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE DEBRIS BASINS DEBRIS REMOVAL PROJECT IN THE AMOUNT OF $302,828.63, OFFSET BY A REDUCTION IN THE CAPITAL OUTLAY FUND

WHEREAS, the Eaton Fire caused significant wildfire damage to the northern hillsides of the city and caused the slopes to become scarred and destabilized; and

WHEREAS, the debris basins located at 2273 Highland Vista Drive and 2225 Canyon Road were filled to capacity from subsequent mudflow events; and

WHEREAS, the debris basins need to be cleared from debris in order to restore their capacity and structural integrity; and

WHEREAS, the total cost for the Debris Basins Debris Removal Project is $302,828.63; and

WHEREAS, the need for this project was not anticipated and therefore, no funds were included in the Fiscal Year 2025-26 Capital Improvement Program Budget for this Project; and

WHEREAS, an amendment to the Fiscal Year 2025-26 Capital Improvement Program Budget authorizing a supplemental budget appropriation in the amount of $302,828.63 is needed for the Debris Basins Debris Removal Project; and

WHEREAS, the supplemental budget appropriation will be offset by a reduction

in the Capital Outlay Fund; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Capital Outlay Fund.

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

SECTION 1. The sum of Three Hundred Two Thousand, Eight Hundred Twenty-Eight Dollars and Sixty-Three Cents ($302,828.63) is hereby appropriated in the Capital Improvement Program Budget for the forgoing purposes, offset with an equal reduction in the Capital Outlay Fund.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 18th day of November, 2025.

_____
Mayor of the City of Arcadia

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael J. Maurer
City Attorney

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SDI PRESENCE LLC. TO PROVIDE ENERGOV AND GEOGRAPHIC INFORMATION SYSTEMS ("GIS") CONSULTING AND RELATED TECHNICAL ASSISTANCE, IN THE AMOUNT OF $126,000
CEQA: Not A Project
Recommendation: Approve

SUMMARY

The City's current contract with its Information Technology Support Services consulting firm, SDI Presence LLC. ("SDI"), is an annual agreement in the amount of $438,500. Last year, the SDI contract was augmented to include $126,000 for specialized consulting services, with expertise in the EnerGov system developed by Tyler Technologies, including the Business License module, Permit Tracking system, Geographic Information Systems ("GIS") functions, and other associated components. SDI currently provides consultants with the necessary expertise to perform this work. These services are necessary for an additional year, until the SDI contract concludes. Extending the existing SDI contract represents the most cost-effective and efficient approach to obtain the required technical assistance.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with SDI Presence LLC., for Geographic Information Systems ("GIS") consulting and related technical assistance, in the amount of $126,000 (refer to Attachment No. 1).

BACKGROUND

The City entered into a five-year contract with SDI Presence LLC. (then known as Scientia Consulting Group) in 2019 to provide Information Technology Support Services ("IT"). In September 2024, the City Council approved a separate amendment to this agreement in the amount of $126,000 to provide additional technical and Geographic Information Systems ("GIS") support. This amendment was independent of the core IT support contract. The City's primary IT services contract with SDI was subsequently extended for another year, beginning October 1, 2025, in the amount of $438,500. Now, a similar extension is being requested for the GIS and EnerGov support portion of the contract.

The City maintains a complex network, robust virtualization platform, and numerous databases that require advanced programming and design capabilities. SDI continues to provide a range of IT support services and has been a valuable partner in advancing the City's technology systems. These platforms are highly specialized and require professional expertise to ensure their continued performance and reliability.

DISCUSSION

The City utilizes a GIS map base for its permit tracking and review process. Having the visual imagery and tools that GIS provides is essential to coordinated customer service delivery in the Development Services and Public Works Services Departments. Permitting and City assets are mapped and tracked utilizing this system, which allows residents to view their property, submit permit applications, and enter into plan review using these systems.

With the City's increasing reliance on Geographic Information Systems ("GIS") and its integration with the EnerGov permit tracking system, as well as the upcoming integration of the Business License module, there is a clear need for dedicated technical support and oversight. To address this need, an augmentation to the existing IT contract with SDI is proposed to provide these services. SDI would continue to be responsible for the EnerGov permit tracking systems, as well as providing limited GIS support related to EnerGov functions. Key responsibilities would include:

- Performing regular updates and maintenance of the EnerGov permit tracking system and related GIS components to ensure data accuracy, integrity, and reliability.

- Providing technical guidance, configuration support, and troubleshooting for GIS functions specifically related to the EnerGov system.

- Providing technical support and assistance to users when the EnerGov systems encounter issues, while promptly resolving any disruptions to operations.

- Working with LA County, GIS providers, and Tyler Technologies on maintenance and advancement of the necessary software and ancillary products.

This program was initiated in October 2024 at a staffing level of approximately 20 consulting hours per week, at an estimated cost of $121 per hour, for a total of $126,000. It is recommended that this same level of service be approved for the upcoming year. It is more cost-efficient to utilize the City's existing contract with SDI given there are no start-up or additional overhead costs, and the firm is familiar with the City's systems and capabilities. In terms of funding these services, the City collects a Technology Fee that is added to all building permits. This fee is earmarked to pay for technology upgrades and technical assistance, such as this project. The Technology Fee generates approximately $250,000 per year.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with SDI Presence LLC., for Geographic Information Systems ("GIS") consulting and related technical assistance, in the amount of $126,000.

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 current fiscal year's budget for SDI's IT services is $438,500. This budget was approved through an amendment to the original contract, with the contract year beginning on October 1, 2025. The requested second amendment adds technical services in the amount of $126,000, which is the same amount proposed last year. The $126,000 was anticipated and included in the IT Division's approved Fiscal Year 2024-25 Budget. It is expected that if these services remain necessary in future fiscal years, they will be included in the overall IT contract for City Council review.

RECOMMENDATION

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with SDI Presence LLC. to provide Geographic Information Systems ("GIS") consulting and related technical assistance, in the amount of $126,000.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Proposed Amendment No. 4 to the Professional Services Agreement

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICE WITH SDI PRESENCE LLC.

This Amendment No. 4 ("Amendment No. 4") is hereby entered into on this _____day of November 2025, by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California, and SDI PRESENCE LLC, an Illinois corporation, with respect to that certain Professional Services Agreement between the Parties dated September 17, 2019 (the "Agreement").

The Parties agree as follows:

1. Section 3.1.1 of the Agreement (General Scope of Services) is amended for the Current Term as shown in the attached Exhibit "A"

2. Section 3.3.1 of the Agreement (Compensation) is amended for the Current Term as referenced in the attached Exhibit "C".

3. All of the remaining terms and provisions of the Agreement are hereby reaffirmed.

[SIGNATURES ON NEXT PAGE]

In witness whereof the Parties have executed this Amendment No. 4 on the date set forth below.

CITY OF ARCADIA

_____
Dominic Lazzaretto
City Manager

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael J. Maurer
City Attorney

SDI PRESENCE LLC.

_____
Shoma Meyer
Chief Financial Officer

Date: _____

_____
Linda Petty
Chief Legal Officer/Secretary

CONCUR:

_____
Henry Chen
Director of Administrative Services

Exhibit "A"

SCOPE OF SERVICES

1. WORK DEFINITION

Consultants' duties shall include, but are not limited to, planning, designing, developing, implementing, ' and performing a variety of project tasks to maintain the ongoing trouble-free operation of networking and MIS services on the City's network; assisting or collaborating in technical studies that relate to the City's information technology development; serving as a technical advisor for City projects that involve information technology operations; participating in the City's information technology strategic planning process; and performing related duties as required.

2. MANAGEMENT INFORMATION SYSTEMS FUNCTIONS

The Information Technology Management Services Division provides support for 10 City departments, covering many divisions:

Administrative Services, City Manager, City Clerk, City Attorney, Development Services & Economic Development, Fire, Library & Museum Services, Police, Public Works Services and Recreation & Community Services.

There are approximately 10 off-site locations with networked and DSL connected equipment:
Three (3) Fire Stations, Library, Museum, Education Center, Public Works Services, Recreation & Community Services, Wilderness Park, and Dana Gym.

3. ESSENTIAL DUTIES

Consultant will provide technically qualified professional(s) that will assist with maintenance of the City's Management of the Information Technology Service needs. Vendor will assist with required MIS tasks pertaining to all the City departments.
Typical tasks include, but are not limited to:

- Installation and management of the entire network infrastructure (LAN and WAN), including all servers, switches, hubs, routers, modems, cabling, firewalls, e-mail system and data circuits. This includes network design, performance monitoring, analysis, tuning, troubleshooting, equipment configuration, testing, installation, de-installation, moves and changes.
- Protect the City's information from internal and external threats which include managing, and monitoring access to the City's information technology environment, system level accounts, groups, usernames and passwords, application level access and the level of access, and hardware (where applicable) and software protection systems. Identify security risks, and recommend procedures to minimize or eliminate them, including user training and awareness of security issues.
- Shall provide up-to-date information on all network and server Add/Remove/Changes and all network configurations, log- ons and passwords to City representative.
- Support City's emergency recovery plan.
- Manage the City's wireless infrastructure.

- Provide remote system monitoring in accordance with City policies and procedures.
- Provide for after-hours calls with a response time within 2 hours of the time requested for emergencies. **The City would prefer to have a response time within 1 hour when such calls come from the Police Department.**
- Assist with computer and printer hardware diagnostics support.
- Assist with the necessary application software (both in-house developed software and purchased software) support.
- Assist with installation/upgrade of necessary systems and application software at the workstations and servers including automated patch management for networked and standalone devices.
- Provide database management support.
- Assist with day-to-day MIS operations and functions such as computer support, backups, report distribution, etc.
- Assist with evaluation and recommendations in regards to software and hardware purchases. Compile hardware and software upgrade schedules. Work with the City's representative to recommend a budget for the purchase of equipment, supplies, and other products or services as needed and purchase of such equipment, supplies and products or services.
- Assist with maintaining and verifying hardware/software inventory of the City's computer systems.
- Maintain all licensing agreements.
- Assist with the evaluation and development of long-range information systems planning to meet the needs of the City.
- Assist the City in selecting appropriate technology solution(s) and vendor(s) based on current market technologies and industry standards.
- Assist with coordination with any third party vendor(s) with issues that pertain to Information systems/technology issues.
- Work with the City's representative to review information systems guidelines, policies and procedures.
- Recommend, implement, and support E-GOV applications.
- Develop, implement, manage and assist with a Helpdesk Management System to address the customer service needs of City staff.
- Maintain the City's network security and integrity.
- Manage and maintain the Active Directory Management for four (4) separate domains.
- Manage group policy setup/configurations, user profiles, maintain/monitor staff internet activity; grant/deny access, anti-virus system wide including investigation of virus activity & outbreaks
- Manage and maintain the City's website, Intranet site creations and daily updates, provide a system for HelpDesk support and tracking of requests.
- Develop and manage computer equipment inventory lists and asset tracking including hardware replacement cycle. Manage and oversee transfer of all computer related equipment and hardware to surplus.
- Install workstations, install required software, connect the computers and set up access to Network and applications. Install, repair or make arrangements for the repair of all City printers and other peripherals support.
- Manage and maintain e-mail SPAM filter.

- Manage the storage management software.
- Create system images of hard drives for future issues and updates.
- Assist all users with any hardware/software necessary.
- Manage, install and maintain older systems with newer versions of hardware/software as needed.
- 24X7 support for all critical systems including Police and Fire Departments.
- Manage and maintain all information technology issues for staff and public PC's including the Museum, Senior Center, City Hall, Police, Fire, Recreation and Public Works Services.
- Maintain and trouble shoot connections with the Los Angeles Sheriff's Department data network and California Dept. of Justice in accordance with their requirements.
- Maintain and manage VMWare software (virtual servers).
- Management of offsite storage tracking and maintain back ups for all data at all city facilities.
- Cable installation and relocation including troubleshooting cable and jack issues throughout the City including minor telephone issues.
- Manage and maintain remote access support (VPN, OWA) for vendors and City staff.
- Assist staff with system set ups for meetings and training sessions including the use of any software. Create tutorials for users on how to do requested tasks.
- Develop and prepare Adhoc reports, Crystal reports programming for Cititech, custom reports for various departments.
- Assistance with cellphone/smart phone troubleshooting.
- Manage all applications such as PSNET, Laserfiche, HDL, Fire RMS, MS Office, etc. including SQL databases; database Administration, project management.
- Coordinate and perform essential purchasing duties in accordance with established rules and regulations as it relates to information technology services. Prepare and submit information technology budget.
    - Perform regular updates and maintenance of the EnerGov permit tracking system and related GIS components to ensure data accuracy, integrity, and reliability.
    - Provide technical guidance, configuration support, and troubleshooting for GIS functions specifically related to the EnerGov system.
    - Provide technical support and assistance to users when the Energov systems encounter issues, promptly resolving any disruptions to operations.
    - Work with LA County, GIS providers, and Tyler Technologies on maintenance and advancement of the necessary software and ancillary products.

Consultant will be involved in the planning, design, development, and implementation of IT projects at the City. Following the City's onboarding of a City-employed IT Manager, Consultant has worked cooperatively with the Manager, collaborating on daily, short term, and long-term projects and planning.

- Establishes consistent system patching process.
- Establishes consistent data backup schedule and verified restore capabilities.
- Establishes a network DMZ to segment public-facing data/services from internal resources.
- Improve network communication reliability.
- Improve server system reliability.
- Remove significant number of unnecessary firewall exceptions.

- Decommission unsupported operating systems and legacy equipment.

Ongoing projects to improve system performance include, but are not limited to:

- Enhancements of the information security posture.
- Modernization and tuning of network infrastructure and equipment.
- Modernization and tuning of desktop, server, and storage computing systems.
- Enhancements of disaster recovery and continuity of operations capabilities.
- Improve the resiliency of mission-critical data communications.
- Exploring opportunities for cost savings through cloud/hosted solutions.

Exhibit “C”

COMPENSATION

The Agreement is amended to provide that the total compensation shall be increased for the Current Term, from November 1, 2025, through June 20, 2026, by a total of one hundred twenty-six thousand dollars ($126,000) for additional maintenance of the EnerGov system and related Geographic Information Systems components.

CITY OF ARCADIA

STAFF REPORT

RECREATION & COMMUNITY SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Sara Somogyi, Director of Recreation and Community Services
By Ashley Marston, Management Analyst

SUBJECT: MEMORANDUM OF AGREEMENT WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS TO RECEIVE MEASURE A FUNDS FOR CITY HOMELESS PROGRAMS
CEQA: Not a Project
Recommendation: Accept

SUMMARY

Rather than participate in a regional homeless program, the City of Arcadia has requested to be a direct recipient of Measure A funds from the San Gabriel Valley Council of Governments ("SGVCOG"), for City homeless programs. Funds can be used for a variety of services, including short-term hotel stays, relocation expenses, and prevention efforts. These funds will help offset the City's previous allocations to homelessness. The total funding available is $213,662 for Fiscal Year 2025-26.

It is recommended the City Council accept the Measure A funds in the amount of $213,662 for the implementation of City homeless programs; and authorize the City Manager to execute the Memorandum of Agreement ("Agreement") with the SGVCOG.

BACKGROUND

In November 2024, Los Angeles County voters repealed and replaced Measure H with Measure A, a half-cent sales tax for the primary purpose of addressing homelessness in Los Angeles County. Measure A provides that a portion of funds generated will be allocated to Los Angeles County cities through the Local Solutions

Fund. In the San Gabriel Valley, the Local Solutions Fund is administered the SGVCOG.

Under Measure A (formerly Measure H), the SGVCOG offered cities two choices to receive funding: participate in regional programs or opt-out and offer City-organized programs. Cities opting out of the regional programs receive a specific award amount, which is calculated by a formula based on the City's Point-in-Time Count numbers and the American Community Survey. After deducting the SGVCOG's administrative expenses, Arcadia's allocation for Fiscal Year 2025-26 is $213,662. To access these funds, the City must execute the attached Agreement with the SGVCOG.

DISCUSSION

In April 2025, Arcadia applied to opt-out of the SGVCOG regional programs to receive $213,662 for City-operated programs. The Agreement and the associated Statement of Work outline the parameters of the funds.

Per the Agreement, the City will operate several projects with Measure A funds, all of which are a continuance of existing City homeless programs. Projects can be classified into three broad program categories: Case Management, Emergency Services, and Prevention. Case Management funds help support the City's full-time case management contract. Emergency Services funds help support those experiencing homelessness with short-term hotel stays, move-in supports, landlord engagement, and family reunification. Finally, Prevention funds help support those at-risk of homelessness with one-time rental assistance and essentials. Below is a financial distribution summary for these programs:

Program Category	**Projects**	**Funds**
Case Management	2D	$71,000
Emergency Services	1B, 1E, 1F, 1H	$97,662
Prevention	3B, 3C	$45,000
	Total	**$213,662**

Programs will be implemented in collaboration with the City's case management service provider, Los Angeles Center for Alcohol and Drug Abuse ("L.A. CADA"), who

work one-on-one with clients to assess individual needs and eligibility. Unlike the City's other homeless funds, Measure A funds can be allocated to individuals regardless of residency, allowing the City more flexibility in addressing the regional crisis.

Data, reports, and invoices in relation to Measure A funds will be submitted to the SGVCOG monthly. Additionally, the City will submit quarterly and annual reports that include demographics of clients, overview of services provided, outcomes of key performance indicators, and feedback on which implementation strategies have been most effective.

It should be noted that the Agreement will now require cities to track outcomes over time, not only its efforts. For example, previously, the City would record when someone successfully entered into a shelter or program. Measure A now will require long-term reporting on whether that individual successfully remained in the shelter or program, and where they are in the system today. While this will provide better and critical data for the overall system, it puts a greater onus on individual cities to follow-up and track down the individuals over time. This extra reporting may impact the time available for case managers to be in the field interacting with those currently in Arcadia needing support.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT

Costs related City homeless programs under Measure A will be offset by monthly reimbursements from the SGVCOG, not to exceed $213,663 total.

The Agreement sets forth several spenddown requirements, including a 50% expense goal by April 1, 2026, and a 70% deadline by June 15, 2026. If the City fails to meet these expenditure requirements for two consecutive years, unexpended funds equaling 30% or more, will be reallocated and transferred to regional programs.

Due to contractual delays at the County level, cities are facing an expedited spenddown timeline for FY 2025-26. Due to this limited window, the City will most likely not meet the requirements of the first year. The City has voiced concerns regarding this issue and is participating in ongoing conversations with the SGVCOG and the County to create a more reasonable time horizon, given the late start this year.

RECOMMENDATION

It is recommended the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and accept the Measure A funds in the amount of $213,662 for the implementation of City homeless programs; and authorize the City Manager to execute the Memorandum of Agreement ("Agreement") with the SGVCOG.

Approved:

Dominic Lazzaretto
City Manager

Attachment: Memorandum of Agreement with SGVCOG

MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF ARCADIA FOR DISTRIBUTION AND USE OF MEASURE A LOCAL SOLUTIONS FUNDS

This Memorandum of Agreement ("MOA") is made as of this 18th day of November, 2025 by and between the City of Arcadia, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. In November of 2024 the voters in Los Angeles County ("County") approved an ordinance imposing a half-cent sales tax on all sales of tangible personal property sold within the County (hereafter, "Measure A"), the primary purpose of which is to address homelessness within the County.

B. The tax will be collected by the County Auditor-Controller and pursuant to Measure A 60% of the proceeds are to be distributed by the County Auditor-Controller to the County.

C. As further set forth in Measure A, at least 15% of the 60% Measure A proceeds received by the County are allocated for the Local Solutions Fund ("LSF").

D. Under Measure A, the proceeds allocated to LSF are to be distributed to, as determined by the County, to cities or council of governments. Of the 31 SGVCOG member cities, five cities will have direct agreements with the County for an allocation of LSF, while the LSF allocation for the remaining 26 cities is pursuant to an agreement between the SGVCOG and the County, which agreement was entered into on August 28, 2025 ("County LSF Agreement").

E. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies and intends to use its LSF allocation to address homelessness on a regional basis within its jurisdiction.

F. Rather than participate with the SGVCOG in addressing homelessness on a regional basis from a LSF funding standpoint, the City has notified the SGVCOG of its preference to receive an LSF allocation as a sub-recipient to utilize for the purposes set forth in Measure A within its jurisdiction and the SGVCOG has agreed that City may be a sub-recipient of the LSF.

G. The City has been awarded Two Hundred Twenty-Two Thousand Five Hundred Sixty-Two Dollars ($213,662) (the "Subrecipient Funding") for the 2025-26 Fiscal Year.

H. The City acknowledges that the SGVCOG is ultimately responsible, as between itself and

the County, for documenting that the Subrecipient Funding was expended in compliance with the terms and conditions of the County LSF Agreement and as a result recognizes that City's failure to expend funds in accordance with the County LSF Agreement or this MOA or provide timely documentation to the SGVCOG as set forth in this MOA could harm the SGVCOG's reputation and result in financial assessments against the SGVCOG and as such, the City represents that it will undertake with all due diligence the fulfillment of its obligations under this MOA

I. City and SGVCOG desire to set forth the terms of their respective responsibilities in implementing in this MOA. The recitals are made a substantive part of this MOA and the Parties further agree as follows:

I. TERM:

The term of this MOA shall commence on the date set forth above and shall continue until the City has met all of its reporting obligations and returned to the SGVCOG any portion of the Subrecipient Funding that might be required under this MOA, unless terminated earlier as provided herein. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG shall:

1. Designate a point-of-contact with name, title, and contact information who will serve as the SGVCOG's project manager throughout the Project. If the point-of-contact is reassigned or no longer with the SGVCOG, a new point-of-contact will be designated within seven (7) calendar days.
2. Serve as the administrator of the LSF allocated to the SGVCOG.
3. As between the County and the SGVCOG, be responsible for all reporting to the County of the City's use of the Subrecipient Funding as required by the County LSF Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and made a part of this MOA.
4. Reimburse the City in an amount up to Two Hundred Twenty-Two Thousand Five Hundred Sixty-Two Dollars ($213,662) in accordance with the Project Budget attached hereto as Exhibit "C" and incorporated herein by reference.
5. Review City reports, documents, expenditures, and other materials required of City pursuant to this MOA and the County LSF Agreement (collectively, the "City Documents") to ensure that such City Documents are sufficient for the SGVCOG to meet its reporting obligations under the County LSF Agreement and as otherwise required by this MOA.
6. Notify the City concerning any deficiencies in the City Documents and what additional information or corrections are needed.

B. City shall:

1. Designate a point-of-contact with name, title, and contact information who will serve as the City's project manager throughout the Project. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact will be designated within seven (7) calendar days.
2. Utilize the Subrecipient Funding only for expenditures directly related to the Scope of Services attached hereto as Exhibit "B" and incorporated herein by reference ("Scope of Services") and otherwise ensure that all expenditures meet all requirements of the County LSF Agreement and this MOA.
3. Be responsible for implementation of the Scope of Services, including, but not limited to retaining such consultants and contractors as necessary to complete the Scope of Services and obtaining from such consultants and contractors all information that may be needed to ensure the City Documents meet the requirements of this MOA.
4. Be solely responsible for paying any such consultants and contractors from the Subrecipient Funding or other City funds.
5. Participate in check-in calls and/or meetings with the SGVCOG and/or County as reasonably requested, and promptly respond to SGVCOG and/or County requests for information, Scope of Services status, and any deficiencies noted by the SGVCOG and/or the County in the City Documents.
6. Timely provide to the SGVCOG all City Documents that are required under this MOA and otherwise to enable the SGVCOG to fulfill its reporting obligations under the County LSF Agreement with respect to the Subrecipient Funding. City agrees and acknowledges that the SGVCOG will primarily be relying on the City Documents with respect to the SGVCOG's reporting obligations under the County LSF Agreement with respect to the Subrecipient Funding. To the extent that the County determines there any deficiencies in such SGVCOG's reporting obligations that arise in whole or part from City Documents containing errors, misrepresentations, omissions or any other deficiencies, City shall promptly correct such deficiencies upon notice from the SGVCOG, but in no event in less than five (5) business days from the date of the SGVCOG's notification to the City of such errors or omissions.
7. Provide quarterly reports in a form acceptable to the SGVCOG that includes, but is not limited to, information describing the implementation of the Scope of Services and expenditures related to such work and all other information required by the SGVCOG to meet its reporting obligations under the County LSF Agreement. The City acknowledges that under the County LSF Agreement the SGVCOG is required to submit quarterly reports by the 30th day of October of 2025, and January, April, and July of 2026 and that such quarterly reports must contain information regarding the City's use of the Subrecipient Funding. As a result, the City's quarterly reports shall be due by the 15th of October of 2025, and January, April and July of 2026.
8. Provide an annual report by August 1, 2026, containing all the information required by the SGVCOG to fulfill its annual reporting obligations under the County LSF Agreement, including but not limited to, an accounting evidencing whether the City spent 70% by June 15, 2026, of the Subrecipient Funding during fiscal year 2025-26. The City acknowledges that under the

County LSF Agreement the SGVCOG is required to submit its annual report on October 1, 2026 and that such annual report must contain information regarding the City's use of the Subrecipient Funding. As a result, the City's annual report shall be submitted to the SGVCOG by August 1, 2026.

9. Expend 50% of Subrecipient Funding by April 1, 2026. If City is unable to expend 50% of Subrecipient Funding, City must submit a written plan for how it will expend 70% of Subrecipient Funding by June 15, 2026. The City acknowledges that under the County LSF Agreement, effective October 1, 2027, if the SGVCOG has unexpended funds equaling 30% or more of its allocated proceeds from the Local Solutions Fund in two consecutive annual reports, the excess amount exceeding the 30% threshold will be returned to the County LSF. As a result, the City shall ensure that its expenditures meet that target. If the City fails to meet this target, the SGVCOG, in accordance with this MOA and the County LSF Agreement, the amount of Subrecipient Funding exceeding the 30% threshold will be reallocated and transferred to regional programs.
10. Submit requests to amend Exhibit C to the SGVCOG as soon as possible and no later than April 1, 2026. The City acknowledges that under the County LSF Agreement, the SGVCOG is required to submit budget amendment requests to the County for County approval. SGVCOG cannot guarantee that such modifications will be approved by the County.
11. At all times be a member of the SGVCOG in good standing (meaning current with dues owed as a SGVCOG member agency and not suspended) throughout the term of this MOA. Should City provided notice of withdrawal from the SGVCOG pursuant to the Joint Powers Agreement forming the SGVCOG, the SGVCOG may, in its discretion, terminate this Agreement upon written notice.

III. INVOICING

A. City must submit invoices on a monthly basis, no later than the fifteenth (15th) day of each month, evidencing all eligible costs and expenses incurred. City must provide all necessary documentation, including but not limited to invoices and deliverables, as support for the invoice. The invoice must include all work completed during the previous month. City's final invoice shall be submitted within thirty (30) days of the end of the MOA term.

B. If City does not timely submit invoices, then at the SGVCOG's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the City, for which City has no claim whatsoever against the SGVCOG.

C. City shall be liable and solely responsible for repayment to SGVCOG of any Project reimbursement requests denied by the County pursuant to Section VIII.C. of the County LSF Agreement resulting solely from City's failure to timely submit invoices to SGVCOG in accordance with this MOA.

D. City must submit reports, consistent with a format approved by the SGVCOG, by the 15th of the month detailing outcomes during the service period.

IV. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager:

Samantha Piedra
Senior Management Analyst
(626) 373-2484
spiedra@sgvcog.org

2. For the purposes of this MOA, the City designates the following individual as its representative:

Sara Somogyi
Director of Recreation and Community Services
(626) 821-4369
ssomogyi@arcadiaca.gov

Either Party may change the designations set forth herein upon written notice to the other Party that includes all the information for the representative required by this Section IV.

IV. DEFAULT; REMEDIES:

A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily.

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity. Notwithstanding the foregoing, the SGVCOG is under no obligation to provide the City with the opportunity to cure a default which has resulted in the City not being a member in good standing as set forth in Section II.B.10 above.

V. INDEMNIFICATION:

A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (collectively, the "SGVCOG Indemnitees"), at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against the SGVCOG Indemnitees arising out of or relating to the acts or omissions of City in connection with this MOA, including, but not limited to, penalties, fines, or demands for reimbursement of LHF proceeds that are caused by or related to the City's errors, misrepresentations, omissions, or other deficiencies in the City Documents, including not timely provide reports within the time provided in this MOA.

B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the negligent or willful acts of the SGVCOG in connection with this MOA.

C. To the extent allowed by State law, City shall require that any consultants it retains to perform Scope of Services, defend and indemnify the SGVCOG Indemnitees from and against any and all Claims brought against the SGVCOG Indemnitees arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Services, in the agreement between the consultant and the City and to name the SGVCOG Indemnitees as an additional insured.

D. The indemnity obligations stated in this section shall survive termination of this MOA.

VI. TERMINATION

A. This MOA may be terminated by the SGVCOG at any time that the City is no longer a SGVCOG member in good standing as set forth in Section II.B.10 above or has given the SGVOCG notice of withdrawal from the SGVCOG. Termination will occur the later of the date set forth in the notice or three calendar days (Sundays excluded) from the date the SGVCOG's notice of termination is deposited in the U.S. Mail, postage pre-paid, at the address provided in this MOA for notices or such new replacement address that the City provides in writing to the SGVCOG. In addition to the delivery by U.S. Mail, notices may also be sent by electronic mail As of the effective date of any such termination the City shall no longer be eligible to expend its Subrecipient Funding and shall immediately cease implementation of the Scope of Services and not further expend any Subrecipient Funding except those which are reasonably and necessarily incurred up to the effective date of termination and expended in accordance with this MOA. The City shall return all unexpended proceeds from the Subrecipient

Funding with 15 calendar days of the effective date of the SGVCOG's notice of termination and provide for an accounting of such funds to the reasonable satisfaction of the SGVCOG. Funds not returned within that time shall accrue interest at the rate of 10% per annum. The City's return of unexpended proceeds shall not relieve it of any obligations it might otherwise have to return any portion of the Subrecipient Funding that might be required of the SGVCOG under the County LSF MOA and/or because it is later determined that the City's expenditures were otherwise not in compliance with this MOA.

B. This MOA may be terminated for cause at any time for a material default by either Party upon written notice to the other Party. Prior to such termination, the non-defaulting Party shall notify the defaulting Party of the action or non-action constituting the material default. The defaulting Party shall have 10 business days in which to cure the default. If the default cannot be reasonably cured within 10 business days, the defaulting Party shall commence the cure within the 10 business days and work promptly to cure the default within in a reasonable time, but in no event, more than 30 calendar days. If not cured to the reasonable satisfaction of the non-defaulting Party issuing the written notice within such time periods, the non-defaulting Party shall provide notice of the failure to cure to the defaulting Party and the MOA shall terminate three calendar days after the date the notice is deposited in the U.S. Mail, unless otherwise stated at a later time in the written notice.

VII. INSURANCE:

A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VIII. BOOKS AND RECORDS/RIGHT TO AUDIT

A. Maintenance of Books and Records. City shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures, and disbursements charged to SGVCOG pursuant to this MOA (collectively, "Books and Records"). All such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by City pursuant to this MOA. All such documents or records shall be maintained for five (5) years from the date of execution of this MOA and to the extent required by laws relating to audits of SGVCOG and its expenditures and the County LSF Agreement.

B Right to Audit. The SGVCOG and/or the County shall have the right to examine and audit all of City's Books and Records to determine compliance with the terms of this MOA, verify performance and determine the validity of City's expenditures.

City shall reasonably cooperate with the SGVCOG and/or the County in its examination and auditing and make such Books and Records, available to the SGVCOG or the County within five business days of SGVCOG's or County's written request during City's normal business hours. The SGVCOG and/or the County shall pay for the cost of the audit; provided that in the event the audit determines that during the period audited that any City expenditures of 3% or more were invalid, then City shall be liable to the SGVCOG for the reasonable costs of its audit. To the extent the audit disallows any expenditures paid from the Subrecipient Funding, City shall reimburse the SGVCOG with 30 days of SGVCOG's written demand for such amount and if applicable, the cost of the audit. In the alternative, the SGVCOG may, in its discretion, withhold the amount of the disallowed expenditure and the cost of the audit from any future LSF funds allocated to the City. Should City fail to reimburse the SGVCOG within 30 days of SGVCOG's written demand, interest shall accrue on the amount owed at the rate of 10 percent per month or the maximum amount allowable by law, whichever is less, until fully paid.

IX. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:
Samantha Piedra
Senior Management Analyst
San Gabriel Valley Council of Governments
1333 S. Mayflower, Suite 360
Monrovia, CA 91016
spiedra@sgvcog.org

with a copy to:
Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1333 S. Mayflower, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

To City:
Sara Somogyi
Director of Recreation and Community Services
City of Arcadia
365 Campus Drive
Arcadia, CA 91007
ssomogyi@arcadiaca.gov

with a copy to:
Dominic Lazzaretto

City Manager
City of Arcadia
365 Campus Drive
Arcadia, CA 91007
domlazz@arcadiaca.gov

B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

C. Entire MOA. This MOA and any exhibits attached hereto, constitute the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. Except for changes in the designation of representatives and the address for notices, this MOA may be modified only by way of a written amendment and signed by the Parties in interest at the time of such modification. To the extent there is any conflict between this MOA and the County LSF Agreement then the County LSF Agreement shall control.

D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this MOA, each Party shall bear its own costs and expenses, including attorneys' fees; provided that if the SGVCOG institutes litigation to recover any amounts owed to it by the City, the prevailing Party in any such action as determined by a court of competent jurisdiction or binding arbitration, should the Parties submit to same, shall be entitled to all reasonable costs and expenses, including attorneys' fees.

F. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.

G. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.

H. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

I. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.

J. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

K. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.

L. Nondiscrimination. Neither Party shall discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this MOA and will comply with all rules and regulations of the SGVCOG and/or County relating thereto. Such nondiscrimination shall include, but not be limited to, the following: employment; upgrading; demotion; transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

M. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

N. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

[**signatures on following page**]

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed to be effective as of the day and year first above written.

FOR THE CITY OF ARCADIA

Approved as to form:

By: _____
Dominic Lazzaretto
City Manager

By: _____
Michael J. Maurer
City Attorney

FOR THE SGVCOG

Approved as to form:

By: _____
Marisa Creter
Executive Director

_____
Cassie Trapesonian
General Counsel

Exhibit A

County LSF Agreement

FUNDING AGREEMENT

BETWEEN COUNTY OF LOS ANGELES AND

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

FOR

LOCAL SOLUTIONS FUND

CONTRACT NUMBER: HI-25-015

The Funding Agreement is made and entered into by and between the County of Los Angeles, hereinafter referred to as “County” and San Gabriel Valley Council of Governments referred to as “Local Jurisdiction” or "SGVCOG". The County and Local Jurisdiction shall collectively be referred to as "Parties".

RECITALS:

WHEREAS, on November 4, 2024, the voters of Los Angeles County approved the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance ("Measure A" or the "Ordinance"), a one-half cent sales tax countywide, to fund critical programs designed to reduce and prevent homelessness within the County;

WHEREAS, the County has received a portion of the proceeds from the tax imposed by Measure A for Comprehensive Homelessness Services, the Local Solutions Fund, and Homelessness Solutions Innovations which it distributes to eligible programs and services in accordance with Measure A;

WHEREAS, pursuant to Measure A, the County shall allocate funds from the Local Solutions Fund to cities, councils of governments, and/or the County on behalf of its unincorporated areas;

WHEREAS, on March 25, 2025, the County Board of Supervisors ("Board"), in consultation with cities within the County, determined that Formula 4, based on 90% of the multi-year average point-in-time count and 10% of the American Community Survey proxy data, is the appropriate method for distributing Local Solutions Fund to cities, councils of governments, and to the County on behalf of its unincorporated areas;

WHEREAS, services and programs funded by the Local Solutions Fund shall support a variety of services and programs aimed at addressing homelessness, including but not limited to physical and mental health care, emergency housing, permanent housing, job counseling, substance use disorder treatment, short-term rental subsidies, and other related services, as well as the collection and analysis of data to assess the effectiveness of such services and programs;

WHEREAS, services and programs funded by Local Solutions Fund shall contribute to achieving the five outcome goals outlined in Measure A by demonstrating measurable progress from baseline metrics toward target metrics ("Metrics") as adopted by the Board on March 25, 2025;

WHEREAS, services and programs funded by the Local Solutions Fund must align with the purposes enumerated in Measure A and the Regional Plan adopted by the Board on March 25, 2025, which sets goals and objectives to reduce homelessness and expand affordable housing in accordance with Measure A;

WHEREAS, services and programs funded by the Local Solutions Fund shall adhere to best practices for the standardization of care, including but not limited to facilitating connections to behavioral and mental health services, medical care, and other services, and create

connections to mainstream safety net programs supported by County, State, and federal funds, including connections to medical and mental health care and other entitlement programs;

WHEREAS, the Local Jurisdiction agrees to perform its obligations under this Agreement in a manner consistent with and supportive of the goals and purposes outlined in Measure A, and the Metrics, Regional Plan, and best practices for the standardization of care; and

WHEREAS, the Parties desire to enter into this Agreement to formalize the allocation of Measure A funds, which is approved by the Board annually, establish accountability measures, and ensure the effective use of Measure A funds to achieve the stated goals in Measure A to prevent and reduce homelessness and increase access to affordable housing, subject to all the conditions required by Measure A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND SCOPE

A. Purpose of Affordable Housing, Homelessness Solutions, And Prevention Now Transactions and Use Tax Ordinance ("Measure A"): The allocation of Measure A funds from the Local Solutions Fund to the Local Jurisdiction is to be used solely for services and programs consistent with the purposes enumerated in the Ordinance or for the purposes set forth in Government Code section 64700 *et seq*., including but not limited to homelessness prevention, homelessness services, or affordable housing programs in Los Angeles County.

B. Scope: Local Jurisdiction shall use Measure A funds for the purposes and goals specified in Measure A and the goals and objectives outlined in the Regional Plan adopted by the County Board on March 25, 2025, which aims to reduce homelessness and expand affordable housing. Local Jurisdiction shall use Measure A funds for the uses as set forth in Measure A, including, but not limited to:

1. Preventing Homelessness;
2. Mental Health;
3. Outpatient and residential substance use treatment;
4. Case management and outreach services;
5. Employment services;
6. Expedited placements in permanent housing;
7. Enhanced emergency housing and interim housing;
8. Enhanced services for transition-age youth and children; and
9. Affordable housing for people experiencing, or at risk of homelessness.

II. TERM

The term of this Agreement shall commence upon execution by the Parties and shall remain in force through June 30, 2031, contingent upon available funding and program performance set forth in this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

III. FUNDING ALLOCATION

A. Amount of Funds: Local Jurisdiction shall receive a portion of County's Measure A allocation in an amount not to exceed **$3,862,470** (“Funds”) for Fiscal Year 2025-

2026. Funding amounts for subsequent fiscal years for the Term is contingent upon the County's receipt of allocated Measure A funds and annual approval by the County Board. Funds are to implement programs and services aimed at preventing and reducing homelessness and increasing access to affordable housing (the "Project"), subject to Measure A, and as further described in this Agreement and Exhibit A, Project Description and Budget, which is attached and incorporated herein by reference. Local Jurisdiction agrees to use Funds as described in Exhibit A, Project Description and Budget. The County reserves the right, in its sole discretion, to adjust the Local Solutions Fund allocation based on actual Measure A tax revenues received by the County. The Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Project provided by the Local Jurisdiction after the expiration or other termination of this Agreement. Should the Local Jurisdiction receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for Project rendered after the expiration and/or termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Local Jurisdiction. This provision shall survive the expiration or other termination of this Agreement.

B. Use of Funds: Local Jurisdiction agrees to use the allocated Funds as described in their approved budget, exclusively for Measure A eligible Project, and as further described in this Agreement and Exhibit A, Project Description and Budget, and the goals and metrics outlined in Section IV of this Agreement. Any misspent or disallowed Funds must be fully reimbursed to the County, upon County's request. All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement.

C. Prohibited Uses of Funds: The Funds are intended to support best practices, policies, and programs implemented by departments, agencies, or organizations that are primarily formed to provide services to and support people who are experiencing homelessness, at risk of homelessness, or are low-income. Per Measure A, the Funds may not be used to fund investigations or prosecutions to pursue criminal, civil, or administrative penalties against people experiencing homelessness or other low-income people.

D. Notification of Reaching Seventy-Five Percent (75%) of Total Agreement Sum or Individual Project Budgets: Local Jurisdiction must maintain a system of record keeping that will allow the Local Jurisdiction to determine when it has incurred seventy-five percent of either the total Agreement sum or the individual project budget specified in Exhibit A, Project Description and Budget, for each listed project, whichever is reached first. Upon occurrence of this event, the Local Jurisdiction must send written notification to County at the address herein provided in Section XV of this Agreement. If the seventy-five percent threshold for an individual project budget is reached, the notice must identify the specific Project(s) to which it applies.

E. Supplanting of Funds: Local Jurisdiction shall not use the Funds to supplant or replace existing funding sources supporting Local Jurisdiction's programs, operations, or services, except as expressly permitted in this Section. The County may approve the use of the Funds to supplant existing funding sources only under the following limited circumstances, all of which must be justified in writing by the Local Jurisdiction and approved in writing by the County prior to the execution of this Agreement or any amendment authorizing such use:

1. The Funds are allocated to advance the goals outlined in Section IV.A.1 and 3, specifically: to increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness, and increase the number of people permanently leaving homelessness;

2. The supplanting of funds is necessary to prevent the loss of interim or

permanent housing or services for people experiencing homelessness;

3. The supplanting of funds maintains or increases the Local Jurisdiction's ability to achieve the goals stated above; and

4. Local Jurisdiction agrees to redirect the local funds being replaced by the Funds to another eligible use under this Agreement that advances one or more of the goals set forth in Section IV.A.

Local Jurisdiction shall submit an annual certification of compliance to the County no later than October 1 of each year. The certification shall be signed by an authorized representative of Local Jurisdiction and must affirm compliance with all requirements set forth in this Section. The County reserves the right to request supporting documentation, including documentation showing the eligible use of the redirected funds, to verify compliance with this Section. If Local Jurisdiction fails to comply, the County may exercise any remedies available under this Agreement, including withholding of Funds or terminating the Agreement.

IV. GOALS AND METRICS

A. Goals: The Parties agree to work collaboratively to achieve the following goals:

1. Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness;

2. Reduce the number of people with mental illness and/or substance use disorders who experience homelessness;

3. Increase the number of people permanently leaving homelessness;

4. Prevent people from falling into homelessness; and

5. Increase the number of affordable housing units in Los Angeles County.

B. Baseline Metrics, Target Metrics, Key Performance Indicators, and Key System Performance Metrics: Local Jurisdiction shall work towards achieving the metrics and key performance indicators as follows:

1. Demonstrating progress from the baseline metrics toward the target metrics as set forth in Exhibit B, Measure A Goals and Recommended Targets, which are attached and incorporated herein by reference. Project funded by the Funds shall contribute to achieving the goals in Section IV.A.

2. Project Specific Key Performance Indicators ("PS-KPIs") and Project Specific Target Outcomes related to the use of the Funds, as set forth in Exhibit A, Project Description and Budget. The Parties will amend this Agreement to incorporate any additional or revised key performance indicators approved by the County.

3. Key system performance metrics related to the use of the Funds, including, but are not limited to:

a. Creating a standardization of basic services to bring people inside and ensure that people have access to social services, medical care, and behavioral/mental health care.

b. Establishing a homeless-service-delivery system more accessible to all communities;

c. Meeting regional housing needs for "Lower Income Households," which has the same meaning as defined in California Health and Safety Code section 50079.5;

d. Using an equity lens and reducing racial disparities and disproportionate impact of homelessness and housing insecurity for

critical populations, including but not limited to veterans, seniors, transition-age youth, families with children, people with disabilities, people with animal companions, women, members of LGBTQIA+ communities, survivors of domestic violence, overrepresented racial groups, and others at risk of homelessness; and

e. Increasing accountability and transparency in the use of public funds.

4. The Parties will amend this Agreement to incorporate any additional or revised metrics and key performance indicators approved by the County.

V. REGIONAL PLAN AND BEST PRACTICES

A. Alignment with Regional Plan: Local Jurisdiction shall ensure that its Project funded by the Funds align with the County's adopted regional plan and contribute to the achievement of its stated goals and objectives. Local Jurisdiction shall coordinate with County's efforts to combat homelessness, including collection of data to build a more comprehensive and inclusive version of the Regional Plan and provide continual updates to create a "living" Regional Plan. The County's Regional Plan is attached as Exhibit C, Measure A Regional Plan, and incorporated herein by reference.

B. Best Practices for Standardization of Care: Local Jurisdiction shall implement best practices for the standardization of care, including but not limited to connections to behavioral and mental health, medical care, and other programs and services. Project funded by the Funds should aim to create connections to mainstream safety net programs supported by other funds from the County, state, and federal governments, including connections to medical and mental health care supported by state and federal programs as well as other entitlement programs. Funding for Project shall be allocated according to need and equity, considering factors such as the point-in-time count or other similar measures of the population experiencing homelessness or housing instability. Local Jurisdiction shall also comply with any additional best practices for standardization of care, including guidance and key performance indicators approved by the County. The Parties will amend this Agreement as needed to incorporate such County-approved standards of care as an exhibit.

VI. CONSTRUCTION AND REHABILITATION WORK

A. Prevailing Wages: Any construction or rehabilitation project receiving Funds or financed under Funds, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

B. Project Labor Agreement for Projects with 40 or More Units: A project of 40 or more units is eligible to receive Funds or financed under Funds only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement, executed by the Chief Executive Officer on June 7, 2023, if the project is elsewhere or any successor to either agreement. For purposes of this Section, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.

C. Alternative Project Labor Agreement: Notwithstanding Section VI.B, above, if a project labor agreement is agreed between Local Jurisdiction or its project developer, the Los Angeles/Orange Counties Building and Construction Trades

Council, and the Western States Regional Council of Carpenters, then a project with 40 or more units is eligible to receive funding or financing from Measure A if all construction and rehabilitation is subject to that project labor agreement.

D. Designated Enforcement Agency (DEA): Local Jurisdiction acknowledges that the DEA has the authority to enforce Labor Code Sections 1720-1815, as amended from time to time, for projects funded by the Funds. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects located elsewhere, Local Jurisdiction shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under Measure A. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required by this Agreement and Measure A.

E. Compliance and Cooperation: Local Jurisdiction, including Local Jurisdiction's developers, contractors, and subcontractors, shall comply with the prevailing wage requirements, project labor agreement requirements, and any other labor standards set forth in this section. Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.

VII. RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS

A. All Local Jurisdiction's contracts that use Funds to pay for social services positions, including but not limited to homelessness services and eviction prevention workers, must:

1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;
2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority (LAHSA) staff are also available to service provider and prevention worker staff;
3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);
4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and
5. Not result in displacement of public employees.

B. The requirements under Section VII.A. shall be fully implemented and enforced by July 1, 2026, to allow for necessary administrative, budgetary, and contractual adjustments while ensuring compliance with Measure A. During the transition period, Local Jurisdiction shall coordinate with the County to align all Measure A-funded social services positions with the requirements set forth in this Section to the maximum extent feasible.

VIII. INVOICING AND PAYMENT

A. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Project Description and Budget, and elsewhere hereunder. The Local Jurisdiction's payments will be as provided in Exhibit A, and the Local Jurisdiction will be paid only for the tasks,

deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment for any services will be due to the Local Jurisdiction, including for work rendered.

B. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Project Description and Budget, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit A.

C. The Local Jurisdiction must submit monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.

D. All invoices submitted by the Local Jurisdiction for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

E. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

i. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under the Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

ii. Local Jurisdiction shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

iii. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

iv. At any time during the duration of the Agreement, Local Jurisdiction may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting County department(s), shall decide whether to approve exemption requests.

IX ACCOUNTABILITY AND REPORTING

Local Jurisdiction shall complete financial and status reports on the dates specified as follows:

A. Project Review and Evaluation: The County will monitor, evaluate, and provide guidance to the Local Jurisdiction in the performance of the Measure A Funds allocated to Local Jurisdiction. Reviews will focus on the extent to which the planned Measure A Funds have been implemented and measurable goals achieved, effectiveness of the Project management, and impact of the Project.

The Local Jurisdiction shall make available for inspection to authorized County and their agents, for the term of this Agreement and for a period of five (5) years from the expiration date of this Agreement, all records, including financial, pertaining to

its performance under this Agreement, and allow said County personnel and agents to inspect and monitor the Local Jurisdiction Measure A funded Project, and interview the Local Jurisdiction's staff and Project participants, as required by the County and in compliance with Measure A.

Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of the Agreement upon which the County, through its Chief Executive Officer, or designee, may cancel, terminate this Agreement.

B. Reports and Records:

The Local Jurisdiction agrees to prepare and submit financial, Project progress, monitoring, evaluation, or other reports required by the County. The Local Jurisdiction shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Agreement Measure A Funds during the Term of this Agreement and for a total of five (5) years thereafter. The Local Jurisdiction will ensure that its employees, agents, City Council members, officers, and board members furnish such information, which in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with the County directives, or with the effectiveness, legality, and achievements of the Local Solutions Fund.

1. Quarterly Reports: Local Jurisdiction shall submit a quarterly report using a County approved method that details the status of work performed, including project specific key performance indicators and target specific outcomes. All quarterly reports and supporting documents shall be submitted to County within 30 days after each quarter. A quarterly reporting template is attached and incorporated herein by reference as (Exhibit E).

2. Annual Reports: Local Jurisdiction shall submit an annual report to the County by October 1st of each year detailing the use of the Funds, including: 1) the amounts of Funds received and spent in the previous fiscal year, 2) the status of any projects or work funded by the Funds, and 3) any Funds carried over from previous years and to be carried over to future years.

3. Certification: Local Jurisdiction shall provide a certification, in a form provided by County, to be signed by its Executive Director, City Manager, or designee, with each report required under this Section IX that the statements contained in the report are, to the best of Local Jurisdiction’s knowledge and understanding, true and accurate and that the expenditures described in the report comply with the uses permitted under Section III, Funding Allocation, Exhibit A, Project Description and Budget, and as authorized by the County Board.

C. Public Availability: Local Jurisdiction shall make the annual reports and records publicly available, without charge, including by posting them on its website for at least five (5) years after they are completed, to ensure transparency and accountability in the use of public funds.

D. Data Collection and Reporting: The Local Jurisdiction agrees to collect and report data as required by this Agreement to assess the effectiveness of funded Project, facilitate reporting, monitoring, and outcome analysis. This includes providing data on outcomes related to homelessness prevention, housing stability, mental health treatment, substance use disorder treatment, and other relevant indicators. To the extent feasible, the County will require the Local Jurisdiction to report expenditures and other key metrics in a uniform manner.

E. Accounting: The Local Jurisdiction shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles (“GAAP”) Standards, and the County Auditor-Controller Agreement Accounting and Administration Handbook. Regardless of the Local Jurisdiction’s

method of accounting, expenses must be reported in accordance with this Agreement.

F. Submission of Reports to County Project Manager: All completed reports described in this Section shall be submitted timely to the County's Project Manager.

IX. FINANCIAL RECORDS AND AUDITING

A. Audits:

1. County shall monitor the progress of the Measure A funded Project through this Agreement and ensure Local Jurisdiction's compliance with the terms and objectives outlined herein. The Local Jurisdiction shall make available for inspection and audit to authorized County personnel and their agents, for the term of this Agreement and a period of five (5) years from the expiration date of this Agreement, and allow said County personnel and agents to inspect and audit all of its books and records relating to each Project operation or business activity which is Measure A funded in whole, or in part, in compliance with Measure A and this Agreement. Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of this Agreement upon which County may cancel or terminate this Agreement. Within ten (10) days of the County's written request, Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.

2. Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records available to the County for auditing at reasonable times. Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

3. Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures. The Local Jurisdiction agrees that in the event that the Measure A funded Project established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.

4. It is understood and agreed that any funds paid to Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement and in accordance with Measure A. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to Local

Jurisdiction hereunder have been used for purposes other than those authorized by this Agreement, Local Jurisdiction is required to immediately refund any such improperly used funds to the County.

B. Redirecting Funds for Unexpended Funds: Effective October 1, 2027, if Local Jurisdiction reports unexpended funds equaling 30 percent or more of its allocated proceeds from the Local Solutions Fund in two consecutive annual reports, County shall reallocate the excess amount exceeding the 30 percent threshold ("Excess Amount") back to the County's Local Solutions Fund.

i. The County shall, within 45 days of identifying the Excess Amount (or by November 15th), issue a written notice to Local Jurisdiction informing it that County will withhold from the next annual allocation the portion of funds exceeding 30 percent of that year's total allocation for reallocation to the County's Local Solutions Fund.

ii. For the purposes of this provision, funds appropriated for permanent affordable housing construction by Local Jurisdiction shall be excluded from the calculation of unexpended funds and shall not be considered when determining whether the 30 percent threshold has been exceeded.

C. Redirecting Funds for Failure to Meet Target Metrics: The County reserves the right to evaluate progress toward the target metrics established under Measure A and/or this Agreement. For each goal for which the target metric has not been achieved as of December 31, 2030, the County reserves the right, in its sole discretion, to redirect funds to or away from Local Jurisdiction's Project.

XI. INDEMNITY AND INSURANCE

A. Indemnity: Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Local Jurisdiction's indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

B. Insurance: Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance or self-insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage

maintained by County and shall name the County of Los Angeles as an additional insured.

i. Commercial General Liability: with limits of not less than $1 million per occurrence.

ii. Automobile Liability insurance: (Providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

iii. Workers' Compensation: For every Contractor providing services, a program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a $1 million per accident.

iv. Crime Insurance: A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than $1 million, insuring against loss of money, securities, or other property referred to hereunder which may result from:

1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of Local Jurisdiction, or
3. Sustained through forgery or direction to pay a certain sum in money.

v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:

1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value**.**

XII. CONFLICT OF INTEREST

A. Local Jurisdiction covenants that neither Local Jurisdiction nor any of its agents, officers, employees, contractors, or sub-contractors who presently exercise any function of responsibility in connection with the Project has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

B. Local Jurisdiction, its agents, officers, employees, contractors, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest now in effect or hereafter to be enacted during the term of this Agreement.

XIII. AUTHORITY

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Local Jurisdiction 's governing body, and directing and designating the authorized representative(s) of Local

Jurisdiction to act in connection with the Project specified and to provide such additional information as may be required by the County.

XIV. STANDARD TERMS AND CONDITIONS

A. Amendments and Change Notices:

a. For any change which affects the scope of work, term, budget, payments, or any term or condition included under this Agreement, an amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and an authorized designee of the County, and approved as to form by County Counsel.

b. The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and by an authorized designee of the County.

c. For any change which does not materially affect the scope of work, term, budget, payments, or any term or condition included under this Agreement, a Change Notice will be prepared and signed by the County's Project Manager or designee and Local Jurisdiction's Project Manager.

B. Independent Contractor: This Agreement is by and between the County and Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of Local Jurisdiction.

C. Assignments and Subcontracts:

a. Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, the County's consent requires a written amendment to this Agreement that is formally approved and executed by Local Jurisdiction and the County.

b. Any assumption, assignment, delegation, or takeover of any of Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.

c. Local Jurisdiction shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

d. Any contractor or subcontractor of Local Jurisdiction are bound by the same obligations of this Agreement and shall comply with all Measure A requirements such as, but not limited to, Measure A allowable uses, purposes, Goals and Metrics (Exhibit B), Regional Plan (Exhibit C), and Best Practices (Exhibit D). Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.

D. Fair Labor: Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by Local Jurisdiction's employees for which the County may be found jointly or solely liable.

E. Religious and Political Activities: Local Jurisdiction agrees that Measure A Funds under this Agreement will be used exclusively for the performance of the work required under this Agreement, and that no Measure A funds made available under this Agreement shall be used to promote religious or political activities. Further, Local Jurisdiction agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

F. Nondiscrimination: Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any services under this Agreement.

G. County Lobbyists: Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Local Jurisdiction or any County lobbyist or County lobbying firm retained by Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

H. Confidentiality: Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

I. Public Records Act: Any documents submitted by Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, and/or records, the Local Jurisdiction agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

J. Termination:

1. Termination for Convenience: This Agreement may be terminated, in whole or in part, by either party for the convenience of that party. Termination of work hereunder shall be effected by written notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

2. Termination for Default: The County may terminate this Agreement immediately by written notice to Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's

failure to perform relates to only part of the Project, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.

3. Termination for Improper Consideration:

   a. The County may, by written notice to Local Jurisdiction, immediately terminate the right of Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue those same remedies against Local Jurisdiction as it could pursue in the event of default by Local Jurisdiction.

   b. Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

   c. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

4. In the event of termination, Local Jurisdiction will provide a detailed report of expenditures and funds that had not been expended, contracted, or encumbered by Local Jurisdiction for use in carrying out the purposes of the Agreement prior to Local Jurisdiction's receipt of County's notification of termination. Local Jurisdiction shall reimburse County within thirty (30) days of the termination, the full monetary value of all funds already disbursed under this Agreement that had not been expended, contracted, or encumbered by Local Jurisdiction.

XV. NOTICES, REPORTS, INVOICES, AND APPROVALS

A. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

To the County Representative:

Name: Marco Santana, County Project Manager
Email: MSantana@ceo.lacounty.gov
And copy
hiadmin@ceo.lacounty.gov

To Local Jurisdiction Representative:

Name: Caitlin Sims, Director of Regional Planning Programs
Email: csims@sgvcog.org

B. Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

XVI. SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

XVII. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS

The Local Jurisdiction represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Local Jurisdiction further agrees to defend, hold harmless, and indemnify the County Indemnitees from any and all liability arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

XVIII. GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

XIX. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

The Local Jurisdiction, and its contractors/subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to Government Code Section 84308, the Local Jurisdiction and its contractors/subcontractors, are prohibited from making a contribution of more than $250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of this Agreement as determined in the sole discretion of the County.

XXI. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

XXII. EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, Local Jurisdiction has executed this Agreement #HI-25-015 or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated the authority to execute this Agreement on its behalf by the Chief Executive Officer, or her designee, on the date and year written below.

COUNTY OF LOS ANGELES

By Cheri Todoroff Digitally signed by Cheri Todoroff Date: 2025.08.28 18:32:20 -07'00'
FESIA A. DAVENPORT Date
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By
Senior Deputy County Counsel

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By Marisa Creter

Print Name Marisa Creter

Title Executive Director

Approved as to Form:

By Cassie Tr

Print Name Cassie Trapesonian

Title SGVCOG General Counsel

EXHIBITS AND ATTACHMENTS

EXHIBITS

A. PROJECT DESCRIPTION AND BUDGET

B. RECOMMENDATIONS FOR MEASURE A GOALS

C. MEASURE A REGIONAL PLAN

D. BEST PRACTICES

E. QUARTERLY REPORTING TEMPLATE

EXHIBIT A

PROJECT DESCRIPTION AND BUDGET
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
HI-25-015

I. Overview

This Agreement between the County of Los Angeles ("County") and the San Gabriel Valley Council of Governments ("SGVCOG" or "Local Jurisdiction") allocates funds from the County's Local Solutions Fund ("LSF"), which are authorized under Measure A to support local homelessness solutions, including prevention efforts, services, and affordable housing. The funds will support the Local Jurisdiction projects and associated administrative oversight as outlined herein.

II. Project Description

Eligible Use Grouping 1: This project falls under the eligible uses of LSF, as outlined in the County's Measure A Local Solutions Fund Eligible Uses, Section 1.2. Activities under Eligible Use, Group 1 must directly contribute to achieving Measure A Goal 1 (reducing unsheltered homelessness) or Goal 3 (increasing permanent housing placements) and may include the following: homeless prevention; permanent housing for PEH; interim housing for PEH; expedited placements in permanent housing for PEH; employment services for PEH; or enhanced services for Transition-Age Youth and children experiencing or at-risk of homelessness.

1A: Eligible Use	Permanent Housing for People Experiencing Homelessness (PEH)
Project	Housing Acquisition and Operation
Project Description	These funds will support SGVCOG in subcontracting with qualified service providers to operate a hybrid model of scattered site interim/permanent housing throughout the San Gabriel Valley. This project involves a mix of providing housing as a service and acquiring permanent housing units for long-term use. Service providers will identify and secure immediately available interim housing units for People Experiencing Homelessness (PEH), including shared housing, rental market units, and subsidizing units in regional partnership cities, and will work to house clients in those units. Once units are identified, service providers will house referred clients. Each regional partnership city will be able to refer clients to available sites. Once clients are placed in housing, each service provider will be responsible for working with housed clients for the duration of their stay in interim housing at an adequate case management ratio of 20:1 - to help connect to services and permanent housing. The SGVCOG will contract with multiple service providers experienced in serving diverse groups, including transition age youth, families, and individuals.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided services in interim housing • PS-TO: 72 unduplicated PEH
	PS-KPI: Number of PEH placed in permanent housing • PS-TO: 5 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.

	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1B: Eligible Use	Interim Housing for PEH
Project	Interim Housing – Motel Vouchers Program
Project Description	The funds will support SGVCOG's Motel Vouchers Program provided for the cities of Arcadia, Glendora, and West Covina that will administer a motel voucher program to temporarily house individuals and families experiencing homelessness. The Program will offer interim housing stays to address urgent situations, including the bridge time period before moving into a permanent housing, extreme weather conditions, fleeing domestic violence, and other emergencies. Case managers will work with each client to connect them to supportive services. Los Angeles Center for Alcohol and Drug Abuse (LA CADA) will support the Motel Voucher Program in Arcadia; Glendora staff will manage the program in Glendora; and the City of West Covina may subcontract with a service provider to administer the program. Case managers in each respective city will have access to these resources.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH/Households housed in interim housing with motel vouchers • PS-TO: 160 unduplicated PEH
	PS-KPI: Number of PEH/Households placed into permanent housing within three months of receiving a motel voucher • PS-TO: At least 96 unduplicated PEH/Household (or 60% of 160)
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1C: Eligible Use	Interim Housing for PEH
Project	Interim Housing - LA CADA Beds
Project Description	The funds will support SGVCOG's sub agreement with the City of West Covina to provide eight (8) interim housing beds operated by LA CADA. This project is designed to serve as a direct pathway to permanent housing for people moving from encampments to interim housing. The beds, located at sites located throughout the San Gabriel Valley and Los Angeles County. Through its agreement with West Covina, LA CADA guarantees permanent access to these eight beds within the LA CADA continuum of care. LA CADA will assess clients prior to the interim housing stay, and, once a client is housed in a LA CADA interim bed, LA CADA staff will link clients to other supportive services and case management with an emphasis on housing focused case management. LA CADA will communicate program operational standards and will utilize the beds in alignment with those standards.

Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided interim housing • PS-TO: 40 unduplicated PEH
	PS-KPI: Number of PEH placed into permanent housing • PS-TO: 8 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1D: Eligible Use	Interim Housing for PEH
Project	Non-Congregate Interim Housing Site
Project Description	The funds will support operation of an existing 25-bed non-congregate interim housing site at the Azusa Resource Center (ARC). LA CADA, selected through a competitive process, will serve as the site operator, providing case management and supportive services to stabilize participants and transition them into permanent housing. This effort includes intake and assessment of participants to develop individualized housing and services plans to help participants work toward housing and health goals. Case management includes linkage to services such as health care, behavioral or mental health services, substance use treatment, employment services. The operator provides clients with daily meals and 24/7 trauma-informed staffing, security, and property management.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided interim housing • PS-TO: 25 unduplicated PEH
	PS-KPI: Number of PEH placed in permanent housing • PS-TO: 10 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1E: Eligible Use	Expedited Placements in Permanent Housing for PEH
Project	Financial Assistance
Project Description	The funds support the cities of Arcadia and Glendora's move-in assistance programs, which focus on expedited placement of individuals and families experiencing homelessness into permanent housing. These client-driven programs focuses on addressing barriers to permanent housing, engaging landlords to secure additional units, and supporting staff's efforts to engage with family/friends of unsheltered individuals and families to determine if temporary or permanent housing may be provided to them, including providing incentives to family/friends to host clients. Funds will also support move-in costs such as security deposits, mitigation funds, and host home support.

Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of households permanently housed with move-in assistance programs • PS-TO: 60 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 2023-24 to a target of 30,000 in 2030.

1F: Eligible Use	Expedited Placements in Permanent Housing for PEH
Project	Landlord Incentives
Project Description	The funds will support SGVCOG and member cities in operating their Landlord Incentive program, which aims to secure additional permanent housing units for people experiencing homelessness (PEH). The program provides direct financial incentives to landlords and offers dedicated support, including mediation and direct engagement , to address questions or concerns and to encourage participation in rental/assistance programs for PEH.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of new units secured via direct landlord incentives • PS-TO: 20 unduplicated units
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness.
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in fiscal year 2023-24 to a target of 30,000 in 2030.

1G: Eligible Use	Permanent Housing for PEH
Project	Flexible Rental Subsidies
Project Description	The funds will support SGVCOG and the cities of Glendora, Rosemead, and San Dimas in providing rental assistance for participants experiencing homelessness, including time-limited subsidies, rapid rehousing, shallow subsidies, and other flexible rent subsidies. In Glendora and San Dimas, City staff in the respective cities will be responsible for administering the programs, which will pair appropriate levels of financial assistance with case management and resources to increase income, reduce expenses, and develop financial management skills to help prevent a return to homelessness. In Rosemead, Family Promise of SGV (FPSGV) will administer the program and provide six (6) months of case management for the enrolled clients. Case managers in each respective city will have access to these resources. Each City will establish and manage its respective program policies and procedures that defines the requirements for rental assistance, guidelines on the number of months for which clients can receive rental assistance, and the tracking approach to ensure that the intervention is helping clients to remain housed after the intervention ends.

Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Total number of households permanently housed with subsidy assistance: • PS-TO: 16 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1H: Eligible Use	Expedited Placements in Permanent Housing for PEH
Project	Problem Solving
Project Description	The funds will support SGVCOG's Problem Solving Program, which assists individuals secure or maintain immediate, sustainable housing through mediation, resource navigation, negotiation, and targeted financial assistance.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of individuals that secure housing • PS-TO: 15 unduplicated individuals
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in fiscal year 2023-24 to a target of 30,000 in 2030.

Eligible Use Grouping 2: The project fall under eligible uses of Measure A LSF, specifically, Eligible Use, Group 2. Activities under Eligible Use, Group 2, must demonstrate a maximized partnership with organization that create connections to mainstream safely net programs supported by other funds from the County, State, and Federal Governments, including connections to medical and mental health care supported by state and federal programs as well as other entitlements programs.

2A: Eligible Use	Case Management and Outreach Services
Project	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – Alhambra
Project Description	The funds will support SGVCOG sub agreement with the city of Alhambra, which will subcontract with LA CADA to provide case management and outreach services for PEH, with a focus on individuals with SUD or SMI. The LA CADA team, partially funded by this program, will consist of a Program Director, Outreach Coordinator, and three Outreach Navigators, and will have access to various housing resources, including those funded by Measure A, other resources in LA CADA's continuum of care, and LA CADA's partner agencies. The LA CADA team will also have access to Alhambra-contracted interim housing beds that are part of LA CADA's continuum of care, and which are funded by other sources of funding. Services will consist of outreach, medication, therapy, peer-to-peer support, case management, health screening, group counseling, dual diagnosis treatment groups, and housing placement for PEH not yet enrolled in specialty mental health services that are Medi-Cal billable.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental, including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by Los Angeles Homeless Services Authority (LAHSA), Department of Mental Health (DMH), Department of Health Services (DHS), Department of Children and Family Services (DCFS), Veterans Affairs (VA), and Adult Protective Services (APS). In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH connected to outpatient/inpatient services • PS-TO: 8 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent Substance Use Disorder (SUD)/Serious Mental Illness (SMI) housing • PS-TO: 1 unduplicated PEH placement
Measure A Goals and Target Metric	Alignment with Measure A Goal # 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness.
	Target Metric 2c: Reduce by 10 percent the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 2023-24 to a target of 18,401 in 2030.

2B: Eligible Use	Case Management and Outreach Services
Project	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina
Project Description	The funds will support SGVCOG subagreement with the city of West Covina, which will enter into its own subcontract and provide partial funding to LA CADA to deliver case management and outreach services for PEH, with a focus on individuals with SUD or SMI. The LA CADA team, partially funded by this program, will consist of a Program Manager, Program Coordinator, Navigator/Case Manager, and Housing Specialist, and will have access to various housing resources, including those funded by Measure A and other sources. Services will consist of outreach, medication, therapy, peer-to-peer support, case management, health screening, group counseling, dual diagnosis treatment groups, and housing placement for PEH not yet enrolled in specialty mental health services that are Medi-Cal billable.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental, including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH connected to outpatient/inpatient services • PS-TO: 8 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing • PS-TO**:** 1 unduplicated PEH placement
Measure A Goals and Target Metric	Alignment with Measure A Goal #2: Reduce the number of people with mental illness and or substance use disorders who experience homelessness.
	Target Metric 2c: Reduce by 10 percent the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in fiscal year 2023-24 to a target of 18,401 in 2030.

2C: Eligible Use	Case Management and Outreach Services
Project	Case Management & Outreach Services – San Dimas

Project Description	The funds will support SGVCOG in subcontracting with the city of San Dimas, which will enter into its own subagreement to provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of a project lead and outreach navigator.. The teams will have access to housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein) that will allow team members to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and will continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH place in interim or permanent housing • PS-TO: 15 unduplicated PEH placements
Measure A Goals and Target Metric	Alignment with Measure A Goal 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

2D: Eligible Use	Case Management and Outreach Services
Project	Case Management and Outreach Services – Arcadia
Project Description	The funds will support SGVCOG in subcontracting with the city of Arcadia, which will enter into its own sub agreement and provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of a project lead and an outreach navigator. The LA CADA teams will have access to housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein) to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.

Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH, with a focus on clients with SUD or SMI, to connect to other Measure A-funded housing resources and those funded by other sources. In Arcadia, LA CADA teams will be able to place clients into those housing resources (listed in projects 1B and 1C) as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH place in interim or permanent SUD/SMI housing • PS-TO: 15 unduplicated PEH placements
Measure A Goals and Target Metric	Alignment with Measure A Goal # 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

2E: Eligible Use	Case Management and Outreach Services
Project	Case Management and Outreach Services - Glendora
Project Description	The funds will support SGVCOG in subcontracting with the city of Glendora, which will enter into its own subagreement and provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of two homeless navigators. The LA CADA teams will have access to housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein) to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and will continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH, with a focus on clients with SUD or SMI, to connect to other Measure A-funded housing resources and those funded by other sources. In Glendora, LA CADA teams will have access to the City's contracted units within LA CADA's continuum of care, which are funded by non-Measure A sources. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS,

	VA, and APS. In addition, the respective L.A. CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing • PS-TO: 15 unduplicated placements
Measure A Goals and Target Metric	Alignment with Measure A Goal # 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

Eligible Use Grouping 3: Eligible Uses of Measure A LSF (LSF Funds) with Los Angeles County Affordable Housing Solutions Agency (LACAHSA) Funding. Local Jurisdiction must braid or pair LSF Funds with eligible LACAHSA funding to support prevention efforts under this program/project. If LACAHSA funding is not yet available, Local Jurisdiction shall coordinate with the County during the transition period to align timelines, funding strategies, and program deliverables; and submit a written plan within six months of this Agreement's execution detailing steps to secure LACAHSA funding. The Local Jurisdiction shall make good faith efforts to secure and utilize such funding when it becomes available. LSF Funds may only be used after LACAHSA funding is exhausted; or during the transition period with prior written approval from the County.

3A: Eligible Use	Permanent Housing for PEH
Project	Housing Acquisition & Construction
Project Description	The funds will support SGVCOG in contracting with the San Gabriel Valley Regional Housing Trust (SGVRHT) to expand housing opportunities for PEH in the region. Specific projects and eligible expenditures will be determined in coordination with LACAHSA. SGVCOG will work with the SGVRHT to identify new and innovative projects to create more housing for PEH. Examples of potential types of projects include acquiring units to specifically support PEH, purchasing units within affordable housing project for PEH, or acquiring, rehabilitating, and converting sites into interim or permanent housing for PEH. The budget for this project will be determined based on further information from LACAHSA and pending progress in completing other projects.
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, the SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of units secured for PEH • PS-TO: 1 unit

Measure A Goals and Target Metric	Alignment with Measure A Goal # 3: Increase the number of people permanently leaving homelessness.
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in fiscal year 2023-24 to a target of 30,000 in 2030.

3B: Eligible Use	Homeless Prevention
Project	Homeless Prevention: Rental Assistance
Project Description	The funds will support SGVCOG and the cities of Arcadia and Rosemead in providing rental assistance such as rental arrears, security and utility deposits, and moving costs through a homeless prevention program focused on preventing individuals and families from falling into homelessness. In Arcadia, case managers from Arcadia's LA CADA-contracted team will administer the program, while in Rosemead, Family Promise of the San Gabriel Valley (FPSGV) will administer the program. The overall goal of both programs is to reduce the number of individuals falling into homelessness and assist those at imminent risk of eviction due to unexpected financial shortcomings or catastrophic incidences. Case managers in each city will have access to rental assistance resources. Each city will establish and manage its program policies and procedures that define the requirements for rental assistance, guidelines on the number of months for which clients can receive rental assistance, and the tracking approach to ensure that the intervention is helping the client to remain housed after the intervention ends. Before work begins on this program, SGVCOG will ensure that there is no duplication of funds and/or programs from LACAHSA.
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH/Household that retain housing for three months after receiving prevention rental assistance • PS-TO: 8 unduplicated PEH/households
	PS-KPI: Number of PEH/Household that remain housed six months after the prevention rental assistance • PS-TO: 4 unduplicated PEH/Households
Measure A Goals and Target Metric	Alignment with Measure A Goal #4: Prevent people from falling into homelessness
	Target Metric 4a: Reduce the number of people who become newly homeless by 20 percent from a baseline of 63,202 in fiscal year 2023-24 to a target of 50,561 in 2030.
3C: Eligible Use	Homeless Prevention
Project	Homeless Prevention: Financial Assistance
Project Description	The funds will support SGVCOG and the cities of Arcadia and Rosemead in providing financial assistance through a homeless prevention program focused at preventing individuals and families from falling into homelessness. Financial assistance will be utilized in situations where clients are at-risk of eviction that can be

	resolved through a non-rent expenditure such as repairing a vehicle that a client requires in order to get to work. In order to determine appropriate financial expenditures, the respective case managers will undertake problem solving conversations to identify the appropriate intervention. In Arcadia, case managers from Arcadia's LA CADA-contracted team will administer the program, while in Rosemead, Family Promise of the San Gabriel Valley (FPSGV) will administer the program. The overall goal of both programs is to reduce the number of individuals falling into homelessness and assist those at imminent risk of eviction due to unexpected financial shortcomings or catastrophic incidences. Case managers in each respective city will have access to the program resources. Each city will establish and manage its program policies and procedures that defines the requirements for financial assistance and the tracking approach to ensure that the intervention is helping the client to remain housed after the intervention. Before work begins on this program, the SGVCOG will ensure that there is not duplication of funds and/or programs from LACAHSA.
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, the SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of households that remain housed three months after Financial Assistance Intervention • PS-TO: 2 unduplicated households
	PS-KPI: Number of households that remain housed six months after the Financial Assistance Intervention • PS-TO: 2 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #4: Prevent people from falling into homelessness.
	Target Metric 4a: Reduce the number of people who become newly homeless by 20 percent from a baseline of 63,202 in fiscal year 2023-24 to a target of 50,561 in 2030.

Project Administration

Administrative Cost	
Project 4A	Permanent Housing for PEH: Admin Cost: Housing Acquisition & Operation - Staff
Project Description	The funds will support SGVCOG in subcontracting with a service provider (to be selected through an RFP) to operate hybrid scattered-site interim/permanent housing throughout the San Gabriel Valley, as outlined in Project 1A. Funding will cover four staff (three case managers and one part-time locator) as well as indirect administrative costs. The contracted service providers will identify and secure immediately available housing units for PEH in partnership with regional cities. Housing options may include shared housing, units secured from the rental market, and subsidizing units for clients. Once units have been identified, service providers will house referred clients. Each regional partnership city will be able to refer clients to available sites. Once clients are placed in housing, each service provider will be responsible for working with housed clients for the duration of their stay – at an adequate case management ratio of 20:1 – to help connect them to services and permanent housing. The SGVCOG

	will contract with multiple service providers with experience working with different groups, including transition-age youth, families, and individuals.
Project 4B	**Administrative Costs SGVCOG Director**
Project Description	The funds will cover a portion of the salary and benefits for SGVCOG Director (0.23 FTE), who will support the Management Analyst in program oversight, administration, and reporting for all programs herein.
Project 4C	**Administrative Costs SGVCOG Management Analyst**
Project Description	The funds will cover the salary and benefits for SGVCOG Management Analyst (1.0 FTE), who will oversee program administration, implementation, and reporting of all programs herein.
Project 4D	**Admin Costs: Case Management and Outreach Services – West Covina**
Project Description	The funds will support West Covina's Project 2B by covering operational expenses for LA CADA, including office expenses, maintenance, insurance, facility costs, utilities, telephone, van lease/gas, and indirect costs.
Project 4E	**Admin Costs: Case Management and Outreach Services – San Dimas**
Project Description	The funds will support indirect costs incurred by LA CADA under City of San Dimas' Project 2C, including office expenses, insurance, cell phones, program supplies, PPE, food, van lease/gas.
Project 4F	**Admin Costs: Case Management and Outreach Services - Glendora**
Project Description	The funds will support a 13.64 percent indirect cost provided by City of Glendora's Project 2E to LA CADA.

III. Project Budget

Total Agreement Sum: $3,862,470

The budget listed below represents the maximum Measure A funding that Local Jurisdiction may receive for the applicable fiscal year, subject to the County Board of Supervisors' ("Board") annual approval. Any increase in funding for a given fiscal year is at the sole discretion of the County and must be implemented through a written amendment to this Agreement. All allocations approved by the County Board are made available through the term of the agreement.

- Year One: July 1, 2025 – June 30, 2026, Total Agreement sum shall not exceed **$3,862,470**

BUDGET		
Project No.	**Project Description**	**Project Amount**
1A	Unit Acquisition and Operation (serving 72 PEH in interim housing and placing 5 in permanent housing)	$1,368,000
1B	Interim Housing – Motel Vouchers Program (placing 160 PEH in interim housing)	$95,000
1C	Interim Housing – LA CADA Beds (8 interim housing beds)	$50,000

1D	Non-Congregate Interim Housing Site (25 interim housing beds)	$278,739
1E	Financial Assistance – Move-in Assistance (includes covering security deposits, mitigation funds, and host home support; serving up to 60 PEH)	$323,596
1F	Landlord Incentives (includes average amount of $1,000 per landlord for up to 20 landlords)	$20,000
1G	Flexible Rental Subsidies (Flexible rental subsidy will support 16 households for up to 6 months)	$247,161
1H	Problem Solving (includes covering around 15 individuals through targeted financial assistance such as mediation, resource navigation, and negotiation services)	$26,066
2A	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – Alhambra (includes partial funding towards a program director, outreach coordinator, and three outreach navigators)	$169,940
2B	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina (includes partial funding for a program manager, program coordinator, case manager, and housing specialist)	$170,708
2C	Case Management & Outreach Services – San Dimas (includes partial funding for a project lead and outreach navigator)	$42,160
2D	Case Management and Outreach Services – Arcadia (includes partial funding for a program director, homeless program coordinator, and two homeless navigators)	$71,000
2E	Case Management and Outreach Services – Glendora (includes partial funding for two housing navigators)	$88,000
3A	Housing Acquisition & Construction (1 unit)	$25,000
3B	Homeless Prevention: Rental Assistance (includes rental assistance for 8 households)	$90,000
3C	Homeless Prevention: Financial Assistance (includes financial assistance-non-rental for up to 2 households)	$5,000
4A	Permanent Housing for PEH: Administrative Costs for Project 1A, including salaries and benefits for four staff (3 case managers and one part-time housing locator)	$415,018
4B	Administrative Costs SGVCOG Director (0.23 FTE) who will support the Management Analyst in program oversight, administration, and reporting	$47,637
4C	Administrative Costs SGVCOG Management Analyst (1.0 FTE) overseeing program administration, implementation, and reporting	$233,641
4D	Admin Costs: Case Management and Outreach Services – West Covina (supports Project 2B by covering operational expenses for LA CADA)	$68,094
4E	Admin Costs: Case Management and Outreach Services – San Dimas (supports Project 2C by covering indirect costs for LA CADA)	$15,710
4F	Admin Costs 13.64% indirect cost: Case Management and Outreach Services – Glendora	$12,000
	TOTAL AMOUNT	**$3,862,470**

Recommendations for Measure A Goals

TO: Los Angeles County Executive Committee for Regional Homeless Alignment
FROM: Los Angeles County Leadership Table for Regional Homeless Alignment, with support from the National Alliance to End Homelessness and Community Solutions
DATE: March 14, 2025
RE: **Final Recommendations for Measure A Goals and Target Metrics As Amended**

Executive Summary

This memo provides recommendations developed by the subcommittees of the Leadership Table for Regional Homeless Alignment (LTRHA) and approved as amended by the LTRHA and Executive Committee on Regional Homeless Alignment (ECRHA) on goals, baselines, and target metrics to guide the regional homeless response, following the mandate of Measure A. This marks the final phase of a three-part process to develop draft metrics for each goal and align around key definitions of homelessness terminology, establish data points to use as the baseline from which to measure progress, and finally, to establish target metrics for the end of 2030 with annual milestones. While the creation of goals was mandated by Measure A, these goals and metrics are not restricted to Measure A-funded efforts and are meant to measure collective efforts of the Los Angeles region, including those funded outside of Measure A.

These subcommittee recommendations, with their attendant recommendations for policy changes and system adjustments, represent a roadmap to reach the goals and corresponding target metrics. Highlights of these target metrics include:

- **Reducing by 30% the number of unsheltered people experiencing homelessness, from a baseline of 52,365 in the 2024 Point-in-Time Count to 36,656 people experiencing unsheltered homelessness by the end of 2030.**
- **Increasing by 57% the number of people placed into permanent housing, from a baseline of 19,127 in FY 23-24 to 30,000 people by the end of 2030.**
- **Decreasing the inflow of newly-homeless individuals by 20%, from a baseline of 66,302 in FY 23-24 to 50,501 by the end of 2030.**

These target metrics, along with the other targets recommended in this report, will require unprecedented alignment between regional partners across Los Angeles County, system

changes that shift how existing homeless programs operate, and reforms and innovations within how Los Angeles addresses the development of affordable housing. In addition, the region must engage in strategic and unified advocacy to state and federal partners to achieve these goals. While there are a number of challenges ahead, the targets in this report and the conditions identified by subcommittees represent a user manual to achieving these goals and making major progress towards ending homelessness in Los Angeles.

Introduction

This memo provides provides a set of recommendations for the numeric target metrics that correspond to the five high-level goals within the Los Angeles County Affordable Housing, Homeless Solutions, and Prevention Now Transactions and Use Tax Ordinance (Measure A), including target metrics to measure progress by the end of 2030 with annual milestones.[1] This work is in alignment with the goals and processes established in the text of Measure A,[2] which was approved by Los Angeles County voters in November 2024.

In addition, this memo lays out the key conditions for success and assumptions that subcommittees are factoring in as necessary to reach the proposed targets. The draft goals and target metrics presented by the subcommittees are ambitious, and these conditions for success and assumptions are major components of ensuring goals are met and may in some cases necessitate changes to existing systems and policies. The creation of goals was mandated by Measure A, but these goals and metrics are not restricted to Measure A-funded efforts and are meant to guide and measure the collective efforts of all homeless programs and funding in the Los Angeles region, whether those efforts are funded by Measure A or another funding source.

Within each goal section, a rationale is provided to how each LTRHA subcommittee arrived at the respective recommendations for target metrics within their goal areas. Furthermore, this memo provides a timeline for finalizing the goals in advance of the April 1, 2025 deadline established by the text of Measure A. Finally, this memo recommends equity subgoals that correspond with each of the five high-level Measure A goals.

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[1] The metrics developed here seek to align with the more common fiscal year budgeting and reporting utilized by jurisdictions across the region, running from July 1 through June 30, while the text of Measure A requires evaluation of progress through December 31, 2030. To reconcile this, the subcommittees adjusted metrics annual milestones to reflect fiscal years, starting with FY 25-26 representing Year 1, running through FY 29-30, with an additional six month period of evaluation running from July 1, 2030 to December 2030, in alignment with Measure A. This results in a 5.5 year timeline, with the final year of data being evaluated spanning two fiscal years, with data from the final six months of FY 29-30 and the first six months of FY 30-31, running from January 1, 2030 until December 31, 2030..

[2] The text of Measure A directs that "The Executive Committee shall evaluate progress toward goals and no later than April 1, 2025, the Executive Committee and Housing Agency shall each formulate baseline and target metrics based on input and recommendations from the Leadership Table; relevant county staff; and stakeholders, including service providers contracted to provide services like those to be funded by the tax imposed by the Ordinance, affordable housing developers, and renter protection organizations."

Current Point in Process

In order to establish goals, the subcommittees have engaged in a three-phase process over the last several months. These three distinct phases are:

- **Phase 1 (Summer and Fall 2024):** The subcommittees met and established shared definitions of key terms, decided on data sources, created recommended structures of baseline data point(s) for each goal, and crafted placeholder metric(s). This phase concluded with the presentation of recommended metrics (without target numbers) and definitions in October 2024.[3]
- **Phase 2 (November 2024-January 2025):** The data subcommittee[4] developed the structure of the annual report, tested data sources, and established baseline data points to serve as the basis for developing target metrics. This phase concluded with the presentation of a baseline data report in January 2025.[5]
- **Phase 3 (January 2025-April 2025):** This phase, currently underway, entails the subcommittees working to establish target numbers within each metric to measure progress on each of the 2030 goals, with accompanying annual milestones. The subcommittees brought forward preliminary recommendations to the ECRHA in mid-February, final recommendations to the LTRHA in early March, with complete recommendations provided in this report.

Phase 1: Subcommittee Formation and Metric Development

In 2024, subcommittees of the LTRHA[6] were formed, bringing together LTRHA members and additional subject matter experts to begin the process of creating numerical targets for each of the five Measure A goals. Three subcommittees were created: 1) the homelessness response subcommittee, 2) the homelessness prevention subcommittee, and 3) the affordable and supportive housing subcommittee.

The Measure A goals, and their corresponding subcommittees developing metrics and targets for those goals. They are:

1. **Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness**
   (Corresponding Subcommittee: Homelessness Response)

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[3] A midpoint progress report, which details the results of Phase 1, can be found here: https://file.lacounty.gov/SDSInter/bos/supdocs/196813.pdf .

[4] In October 2024, a memo from the County Chief Executive Officer (CEO) to the Executive Steering Committee for Data and IT Governance (ESC) memorialized the creation of a Data Subcommittee, establish its members, and charge it with providing needed baseline and supporting data to the LTRHA for Measure A Goals 1-4.

[5] The baseline data report can be found here: https://file.lacounty.gov/SDSInter/bos/supdocs/199257.pdf .

[6] Subcommittees and their rosters can be found in Appendix A.

2. **Reduce the number of people with mental illness and/or substance use disorders who experience homelessness**
   (Corresponding Subcommittee: Homelessness Response)
3. **Increase the number of people permanently leaving homelessness**
   (Corresponding Subcommittee: Homelessness Response)
4. **Prevent people from falling into homelessness**
   (Corresponding Subcommittee: Homelessness Prevention)
5. **Increase the number of affordable housing units in Los Angeles County**
   (Corresponding Subcommittee: Affordable and Supportive Housing)

The first task of the subcommittees was to establish shared definitions of key terms, such as ''mental illness'' or ''homeless prevention,'' an essential step to ward off lengthy derailments later in the goal-setting process. The subcommittees also established which data sources would be utilized to measure progress, in recognition that an array of data sources inform a fulsome picture of homelessness, but each of these data sources can tell a slightly different story. Finally, the subcommittee defined at least one target metric for each of the goals, which added specificity for how progress could be measured on each of the goals.

Phase 2: Baseline Data

Following the establishment of defined metrics, the CEO and the Executive Steering Committee for Homelessness Information Technology and Data Governance established a data subcommittee, formalized its membership, and tasked it to support the LTRHA. The data subcommittee began work to ensure that the metrics established by the subcommittees could be feasibly reported on a regular basis. The data subcommittee recommended slight refinements to the measures, based on available data. In addition, the data subcommittee produced baseline numbers to serve as a Year 1 figure against which to measure future year progress. This work was presented to the ECRHA and the LTRHA in late January 2025.

The work of the data subcommittee was centered around Goals 1-4, which required expertise and experience working with administrative data from within the homeless system. Goal 5, however, required a range of other data from the larger housing sector. As such, the affordable and supportive housing subcommittee partnered with the USC Lusk Center for Real Estate to develop its baseline measures.[7]

Phase 3: Goal Setting Process

Armed with shared definitions of key terms, agreements on data sources, defined metrics, and baseline data, the subcommittees embarked on setting defined target metrics for each of the

[7] The USC Lusk Center's baseline data presentation from January 31, 2025 meeting of the LTRHA can be found here: https://file.lacounty.gov/SDSInter/bos/supdocs/199858.pdf

goals. A report to the ECRHA in February[8] provided preliminary target metrics within each of the five Measure A goals, along with the rationale for their targets, and the conditions that must be met in order for the targets to be reached and the goals to be achieved. With feedback from the ECRHA and recognition of a changing funding landscape on both the state and federal levels, the Leadership Table made adjustments to several goals. These were discussed and approved as amended by the full Leadership Table on March 6th. The goals were then approved and amended by ECRHA on March 14th.

With this report, the ECRHA approves as amended the LTRHA's final recommendations to the ECRHA. These amended goals are recommended by ECRHA for adoption by the Los Angeles County Board of Supervisors in advance of Measure A's April 1 deadline.

Equity

This section of the report summarizes a more extensive report on the recommendations of the equity subcommittee, which is provided as a supplemental memo.

Context

The equity subcommittee of the LTRHA, co-chaired by representatives from the Los Angeles County Chief Executive Office Anti-Racism, Diversity and Inclusion (ARDI) Initiative and the Los Angeles Homeless Services Authority (LAHSA), was tasked with recommending an equity framework and drafting a set of equity metrics to be included in the Measure A Goals the Responsive Regional Homelessness Plan (RHP). In the sections below, the Equity Subcommittee defines equity, highlights the racial and ethnic disparities contributing to homelessness in the County, outlines the equity subcommittee's data findings and equity priorities, and lays out next steps.

Definitions, Values, and Conditions for Success

In order to set metrics, the equity Subcommittee determined how to define equity, and the values and conditions for success necessary to achieve the equity metrics. The subcommittee defined equity as both a process and practice that ensures that one's outcomes in various domains, including health, housing, education, and economic outcomes, are not determined by social and/or physical characteristics. The equity subcommittee proposes adopting equity principles that emphasize fairness and justice, ensuring that all strategies and interventions are

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[8] The February report to ECRHA providing preliminary recommendations can be found here:https://file.lacounty.gov/SDSInter/bos/supdocs/200392.pdf

designed to address the unique needs of those most affected by systemic inequities. These principles prioritize the participation of communities with lived experience in shaping policies, advocate for culturally responsive practices, and commit to dismantling structural barriers through accountable, inclusive, and sustainable approaches to homelessness.

The Equity Subcommittee identified the following overarching conditions for success:

- To reduce homelessness and its disproportionate impact, it is necessary to engage multiple systems beyond Measure A, addressing the root causes and the systemic barriers contributing to housing instability. Holistic prevention is essential to reducing homelessness and reducing disparities
- Improved data collection practices, standardized reporting structures, and incorporating a mixed methods approach to data collection are vital.
- Stakeholders must be fully and authentically engaged, including lived experts and smaller agencies.
- LA County's homeless response system must be balanced and efficient at helping people exit permanent housing fast; inefficiency and imbalance impacts marginalized groups more than others.
- Providers and direct service staff are essential to addressing and reducing homelessness: a well-resourced and well-supported workforce in homeless services is crucial for long-term success. New measures and metrics should be restorative and not punitive to protect.

Data Analysis

Caveats and Considerations: The LTRHA equity subcommittee received disaggregated baseline data for Measure A goals from the data subcommittee of ECRHA on February 21, broken down by race/ethnicity, gender, age, and veteran status. Data showed discrete characteristics (i.e., total population served by race or gender, but not by race and gender); given the short timeframe, the equity subcommittee started with an analysis of race/ethnicity data. The Equity Subcommittee found that Measure A baseline data combines families, transition aged youth, and single adults, which means that raw numbers and percentages count family members as individuals within the dataset. When data are further disaggregated by other demographic variables, and divided by families, single adults, and transition aged youth, there will be a better understanding of population-specific baselines and needs and will enable the LTHRA to set population-specific metrics. Additional analysis and metric refinement will be necessary once we further collect and disaggregate data.

Data Analysis: The equity subcommittee reviewed and analyzed data from two main sources: (1) LAHSA point-in-time count (PIT Count) data and (2) administrative data pulled from County databases. The PIT count data were pulled from the LAHSA website and the administrative

data were provided by the data subcommittee in February 2024. The administrative data included several data tables with racially disaggregated baseline data on participants accessing the homeless services system over five-years (more detail is provided later in this report on the sources of administrative data.

Findings: After reviewing and analyzing these data, the equity subcommittee concluded the following:

- Although Black people are served at rates roughly proportional or higher rates (36% of all service participants in FY 23-24) signifying that the homeless system is serving Black people comparable to their proportion of the homeless count (33%); yet the PIT continues to show roughly the same overrepresentation of Black people experiencing homelessness.
- While Black people make up the largest share of people who exit to permanent housing (42%), they remain housed (i.e., retained) at lower rates (77%) than the overall population in the system (79%) and other racial/ethnic groups, such as Asian (84%) and Hispanic (82%) people who have exited to permanent housing. Like other groups, just 20% of Black people who accessed services exited to permanent housing in FY 23-24, which may relate to the rise of homelessness and continued overrepresentation of Black people in the PIT Count.
- Latinx people are the fastest growing in the PIT population (23,005 in 2020 to 30,948 (43%) in 2024), still below their overall percentage of LA population (48%), and are mostly part of the newly homeless services group (58%)
- Latinx are overall accessing services at lower rates (36%) than their proportion of the homeless population (43%)
- Unsheltered Latinx people are accessing interim housing or permanent housing at a lower rate than their proportion of the homeless population (37% 1b unsheltered to interim housing, 36% 1c to permanent housing) and had among the lowest percentage throughput from unsheltered to permanent housing (only 8%).
- AIAN people are growing in the homeless count (686 in 2020 to 2369 in 2024), though definition has also changed to be more accurate/ inclusive; their share of the homeless population (3%) is roughly proportional to their population in LA County (3%)
- AIAN people are underrepresented in accessing services (2% of accessing services vs. 3% of population), though unsheltered AIAN people are accessing interim housing (2.25%) and permanent housing (2.27%) at slightly lower rates than their proportion of the homeless count (3%).
- Only 73% of AIAN people who enter permanent housing remain in housing within the 2-year period, the lowest percentage amongst groups.

Based on the definitions and values agreed upon, the subcommittee proposed a targeted universalism approach, which asserts that groups experiencing homelessness may require

different strategies to improve overall outcomes and to meet universal goals. To put this framework into practice, the LTRHA equity subcommittee asked, "how do we ensure that all groups meet the universal goals and metrics (set by Measure A and other subcommittees)? How far are different groups from meeting the universal goals and metrics?" The analysis found that the greatest disparities are experienced by particular groups. To meet our universal goals, Measure A implementation must remove or reduce disparities across three areas: population increase (rate of growth), representation in homelessness (rate of homelessness), and differences in access and outcomes in services. These disparities are compounding factors on inequities, meaning when one group experiences higher rate of growth, overrepresentation, and poorer outcomes in the homeless service system, impact is amplified driving an increase in overall homelessness numbers. Thus, looking at all three dimensions to understand disparities and conditions for success for each group is critical.

Equity Subgoals

Given the findings above, in order achieve the universal goals *and* a more equitable system, the Equity Subcommittee has applied the following equity criteria:

- **Equity Criteria A**: Reduce overrepresentation in the homelessness population by 10% by 2030;
- **Equity Criteria B**: Reduce growth in homelessness for critical populations by 2030; and;
- **Equity Criteria C**: Reduce disparities in access, experience, and outcomes by 2030.

With further analysis of the baseline data disaggregated by race/ ethnicity, it became clear that each goal and population has unique differences. However, the equity subcommittee focused on identifying the greatest disparities, and saw that those differences were concentrated for certain groups more than others. It was clear that to meet our universal goals, the subcommittee would need to focus efforts on removing disparities across the three above criteria. Using the equity criteria, the equity subcommittee set equity subgoals recommended for each metric identified by the other LTHRA subcommittees. The equity subcommittee recommended the equity subgoals as additional benchmarks to ensure that impacted groups at the very least meet the universal metrics, and that overall disparities are reduced.

The equity metrics included in the table below, reflects an effort to address the specific disparities identified amongst populations within the goal, contextualize data where disproportionality was identified, mitigate the rapid rate of growth, and set metrics to reduce the disparities. If the homeless services system does not meet the goals for these critical populations, it is less likely to meet the universal goals. The equity subgoals ensure that impacted groups at the very least meet the universal metrics and make progress toward the overall equity criteria.

For Goal 5, the equity subcommittee is offering strategies to be refined into metrics as the work continues to identify baseline equity data for goal 5 and collaborate with LACAHSA. The LTRHA recommends that equity and the above strategies for goal 5 are considered by LACAHSA in setting their targets and allocating resources.

Next Steps

The Leadership Table recommends the adoption of the proposed equity metrics and targets, represented in the chart below, which will be followed by additional efforts to develop a robust data collection, reporting and analysis infrastructure to track progress. This will involve standardizing demographic data workflows and integrating equity analyses into program evaluations. The subcommittee also recommends the LTRHA and the ECRHA establish a research agenda to address remaining gaps in understanding and responding to the unique needs of disproportionately represented groups. The equity-focused metrics and strategies outlined will guide future efforts to reduce homelessness while addressing the systemic inequities contributing to the problem. Through targeted universalism, a commitment to cultural humility, and sustained investments in community-driven solutions, we can work toward a more equitable and effective homelessness system in Los Angeles County.

Structure and Conditions for Goal Setting

While the subcommittees are each addressing different parts of the response to homelessness, they are all setting goals under a consistent directive to create ambitious goals; this direction is encouraged even if it necessitates significant changes to the homeless system to reach the target metrics within the goals. A December 11 letter from ECRHA Chair Kathryn Barger to the LTRHA articulates this task and encourages the LTRHA ''to be bold and propose ambitious goals that aim towards significant system improvements for demonstrable progress for those who are homeless in Los Angeles County."

This letter also directs subcommittees to report on the rationale for their goals. As such, each goal contains an explanation for how and why the subcommittee arrived at the draft numerical target. Additionally, for each goal, the subcommittee details the conditions and assumptions for success. Without large increases in funding resources, ambitious goals require changes to existing homeless systems in order to be achieved. In some cases, these conditions and assumptions may necessitate advocacy to external partners at the state and federal levels.

Unified Federal and State Advocacy Strategy

Among the conditions and assumptions for success, a unified advocacy strategy is a critical component of reaching these goals to ensure state and federal resources are secured for the region. These funding streams are in a moment of unprecedented uncertainty. State resources for homelessness are a major component of the local homeless response, but these funds largely consist of one-time funding over the last several years. With California facing likely deficits in future years, these funds are far from secure.

Meanwhile at the federal level, the new Administration and Congress have promised to pursue major spending cuts, as well as policy changes that are likely to function as funding cuts for Los Angeles. In late January, the Administration pursued an unprecedented ''pause'' across a broad range of federal funding, including homelessness funding. While funding was restored, the possibility of future ''pauses'' must be considered. Maintaining the status quo of state and federal funding will require major coordinated and continuous advocacy between all the entities in the region and should be considered one of the main conditions of reaching the goals set forth in this report.

January Wildfires

The challenges Los Angeles faces will be magnified by the wildfires that devastated Los Angeles County in January and destroyed at least 12,000 structures. Comparable disasters, such as the Maui wildfires in August 2023, led to an 87% increase in homelessness in the subsequent point-in-time count. The wildfires can create a number of pressures that contribute to rising homelessness: 1) More households that have lost their homes and in the immediate aftermath, seek the assistance of the homeless services system; 2) An influx of households seeking short-term accommodations in the rental market, placing downward pressure on an already-constrained housing market,[9] and 3) Pressure to utilize scarce public funds for homelessness to support higher-income households that have tragically lost their homes but may not otherwise face the risk of homelessness.

[9] Hennighausen, H, & James, A. (2024). "Catastrophic fires, human displacement, and real estate prices in California." *Journal of Housing Economics*, 66: December 2024.

Measure A Goals and Recommended Targets

The table on the following page summarizes the metrics and targets developed by the subcommittees for each of the goals–this table is then followed by an additional table which outlines the proposed equity metrics that align with the Measure A goals.

It is important to note that at the LTRHA meeting in early March the membership voted to amend each goal statement to deepen the region's collective commitment to equity. To do this, the LTRHA recommends that each goal as stated include, "*with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities*". This proposal is outlined for each goal in the chart below.

Measure A Goal	2030 Metrics with Numerical Targets
Goal 1: Measure A text: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 1a.** **Decrease by 30%** the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030. • **Metric 1b.** **Increase by 80%** the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030. • **Metric 1c.** **Increase by 32%** the rate of people moving into interim housing from unsheltered settings from a baseline of 34% in FY 23-24 to a target of 45% in 2030.
Goal 2: Measure A: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness ***Proposed Goal Statement Adjustment:*** *Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial*	• **Metric 2a:** **Reduce by 15%** the number of people with SMI alone experiencing homelessness from a baseline of 14,056 in FY 23-24 to a target of 11,978 in 2030. • **Metric 2b:** **Reduce by 10%** the number of people with SUD alone experiencing homelessness from a baseline of 8,697 in FY 23-24 to a target of 7,827 in 2030.

disproportionality, disparities and inequities.	• **Metric 2c:** **Reduce by 10%** the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 23-24 to a target of 18,401 in 2030.
Goal 3: Measure A: Increase the number of people permanently leaving homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 3a:** **Increase by 57%** the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 23-24 to a target of 30,000 in 2030. • **Metric 3b:** **Increase by 101%** the number of service participants who retain permanent housing, two years after they exit homelessness from a baseline of 10,501 in FY 23-24 to a target of 21,104 in 2030.
Goal 4: Measure A: Prevent people from falling into homelessness ***Proposed Goal Statement Adjustment:*** *Prevent people from falling into homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 4a:** Reduce the number of people who become newly-homeless by **20%** from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030
Goal 5: Measure A: Increase the number of affordable housing units in Los Angeles County ***Proposed Goal Statement Adjustment:*** *Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 5a:** **Increase by 41%-53%** the current level of affordable housing production, from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 units in 2030. • **Metric 5b:** Increase by the current level of affordable housing units being preserved, to **a total of 420 at-risk units preserved annually.**

The table below summarizes equity metrics for each of the goals and submetrics:

Measure A Goal and Subcommittee Metrics	Corresponding Equity Metrics
Goal 1: Measure A text: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 1a.** Decrease by 30% the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030. • **Metric 1b.** Increase by 80% the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030. • **Metric 1c.** Increase by 32% the rate of people moving into interim housing from unsheltered settings from a baseline of 34% in FY 23-24 to a target of 45% in 2030.	• **Equity Metric 1a.** Decrease the rate of growth of Latinx people experiencing unsheltered homelessness from a baseline of 30% by 10 percentage points to 20% in the service data (and reduce rate of growth in Latinx unsheltered point-in-time (32%) also by 10 percentage points). • **Equity Metric 1a.** Decrease unsheltered point-in-time by 10 percentage points for Black, Latinx, and AIAN people. • **Equity Metric 1b.** Reduce disparities in access to permanent housing for Black, Latinx, and AIAN people experiencing unsheltered homelessness by 10 percentage points from baselines 11% (Black), 8% (Latinx), 11% (AIAN). • **Equity Metric 1c.** Reduce disparities in access to interim housing for AIAN people from unsheltered settings by 10 percentage points from baseline of 42% to 52% and for Latinx people from baseline 34% to 44%.
Goal 2: Measure A: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness ***Proposed Goal Statement Adjustment:*** *Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 2a:** Reduce by 15% the number of people with SMI alone experiencing homelessness from a baseline of 14,056 in FY	• **Equity Metric 2a:** To reduce disparities, decrease the rate of SMI or SUD (49%), SUD (8%), and co-occurring disorders (26%) by 20% for the American Indian/ Alaska Natives. • **Equity Metric 2b:** Reduce rate of growth of Latinx people with SUD or SMI (54%) by 10 percentage points, and percentage of Latinx people with co-occurring disorders (17%). • **Equity Metric 2c:** To reduce inequities, decrease the rate of co-occurring disorders by 5 percentage points from

23-24 to a target of 11,978 in 2030. • **Metric 2b:** Reduce by 10% the number of people with SUD alone experiencing homelessness from a baseline of 8,697 in FY 23-24 to a target of 7,827 in 2030. • **Metric 2c:** Reduce by 10% the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 23-24 to a target of 18,401 in 2030.	baseline of 18% to 13% for Black people. • **Equity Metric (applies across a, b, and c):** Reduce the share of people who experience homelessness and report having these conditions within the point in time demographic surveys for Black, Latinx and AIAN people.
Goal 3: Measure A: Increase the number of people permanently leaving homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 3a:** Increase by 57% the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 23-24 to a target of 30,000 in 2030. • **Metric 3b:** Increase by 101% the number of service participants who retain permanent housing, two years after they exit homelessness from a baseline of 10,501 in FY 23-24 to a target of 21,104 in 2030.	• **Equity Metric 3a:** Reduce rate of growth of Latinx people experiencing homelessness by increasing permanent housing exits by at least 57%. • **Equity Metric 3a:** Reduce disproportionality of Black and AIAN people experiencing homelessness by increasing permanent housing exits by 65% for each group. • **Equity Metric 3a:** Reduce disparities in outcomes by increasing the percentage of Black and AIAN people who are permanently housed and do not return to homelessness by 10 percentage points, from 73% for AIAN and 77% for Black or African American. • **Equity Metric 3b:** Reduce disparities in outcomes by increasing by 91% the number of service participants who retain permanent housing, 5- and 10- years after they exit homelessness for Black or African American, Hispanic or Latino, and American Indian Alaska Native by 2030.
Goal 4: Measure A: Prevent people from falling into homelessness ***Proposed Goal Statement Adjustment:*** *Prevent people from falling into homelessness*	• **Equity Metric 4a:** Decrease disproportionality of newly-homeless Black or African American individuals by 30% from a baseline of 35% by 2030. • **Equity Metric 4a:** Decrease the disparity in the rate of growth of newly homeless

with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities. • **Metric 4a:** Reduce the number of people who become newly-homeless by **20%** from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030	Black (9%)and Latinx (21%) people by 7 percentage points each. • **Equity Metric 4a:** Reduce the overall share of homelessness within in the point-in-time count by 20% for Black or African American, Hispanic or Latino, and American Indian Alaska Native by 2030.
Goal 5: Measure A: Increase the number of affordable housing units in Los Angeles County ***Proposed Goal Statement Adjustment:*** *Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 5a: Increase by 41%-53%** the current level of affordable housing production, from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 units in 2030. • **Metric 5b:** Increase by the current level of affordable housing units being preserved, to **a total of 420 at-risk units preserved annually.**	• **Equity Strategies (see equity section for more information on why "strategies" are provided here:** • Increase outreach to people experiencing homelessness earning 30% or below the Area Median Income (AMI) and severely cost burdened renter households in LA County for affordable units. • Increase retention of Black people in Permanent Supportive Housing by targeting legacy permanent supportive buildings for preservation. • Reduce disparities in access to high opportunity neighborhoods and increasing investment into under-resourced communities through affordable housing development. • Increase enforcement of source of income protections to reduce discrimination in the housing market. • Increase Flexible Housing Subsidy Pool vouchers to increase access for undocumented and documented households. • Explore small area Fair Market Rate (FMR) to increase equity in voucher amounts. • Use master leasing strategy to reduce challenges for people with criminal background or poor credit.

	• Conduct outreach to groups with the highest rates of homelessness to access vouchers. • Reduce disparities in homeownership by using vouchers for homeownership through the Housing Choice Voucher Program.

Goal 1: Increase the Number of People Moving from Encampments into Permanent Housing to Reduce Unsheltered Homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

As detailed in the October midpoint report, the subcommittee established the following metric:

- **Metric 1a.** Decrease by xx% the number of people experiencing unsheltered homelessness.
- **Metric 1b.** Increase by xx% the number of people moving into permanent housing from unsheltered settings.
- **Metric 1c.** Increase by xx% the rate of people moving into interim housing from unsheltered settings.

This metric is intended to be measured using a combination of point-in-time (PIT) count data, as well as administrative data from the Homeless Management Information System (HMIS), administered by the Los Angeles Homeless Services Authority (LAHSA), as well as the Comprehensive Health Accompaniment and Management Platform (CHAMP), administered by the Department of Health Services.

Baseline Data

To develop goal numbers, the Data Subcommittee established three baseline numbers for this goal:

- Baseline 1a. Number of unsheltered people at a point-in-time, and count of service participants who experienced unsheltered homelessness during the 2023-2024 fiscal year: **52,365 people and 66,918 people, respectively**
- Baseline 1b. The number of unsheltered service participants who exited to permanent housing: **5,937 people**
- Baseline 1c. The number and rate of unsheltered service participants who accessed interim housing: **34% of participants**

Baseline 1a.

Count of Persons Who Experienced Unsheltered Homelessness During the 2023-2024 Fiscal Year

For baseline 1a., the Data Subcommittee established two separate numbers to measure unsheltered homelessness–one through the Point-in-Time (PIT) Count, which counted 52,365 people living unsheltered in Los Angeles County, according to the 2024 Greater Los Angeles Homelessness Count. This number is intended to serve as a baseline for measuring the visibility and presence of unsheltered homelessness at a single point in time. See figure 1 below[10] for PIT Count figures for unsheltered homelessness.

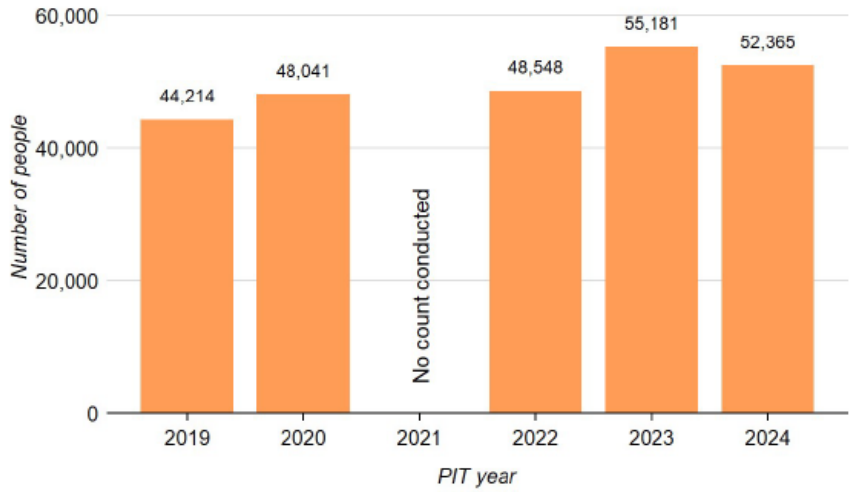

Figure 1. Number of Unsheltered People at a Point-in-Time
Data Sources: Los Angeles City and County, Glendale, Long Beach, and Pasadena CoCs Homeless Count

[10] Figures and charts for Goals 1-4 are drawn from the Data Subcommittee's January 24th report to the ECRHA. Figures and charts for Goal 5 are drawn from the USC Lusk Center for Real Estate's January 31st report to the LTRHA.

The data subcommittee also established a separate figure of 66,918 service participants who experienced unsheltered homelessness over the course of FY 23-24. This number does not reflect a single point in time, but rather a dynamic population changing over the course of the year. See below for Figure 2, which shows this number over the last five years; the data subcommittee found this number rose by 5% on average year-over-year. This baseline is rooted in measuring the delivery of services to people experiencing homelessness and serves as a critical connection to Metrics 1b and 1c, which measure how effective Los Angeles' systems are at serving people who are experiencing unsheltered homelessness over the course of the year.

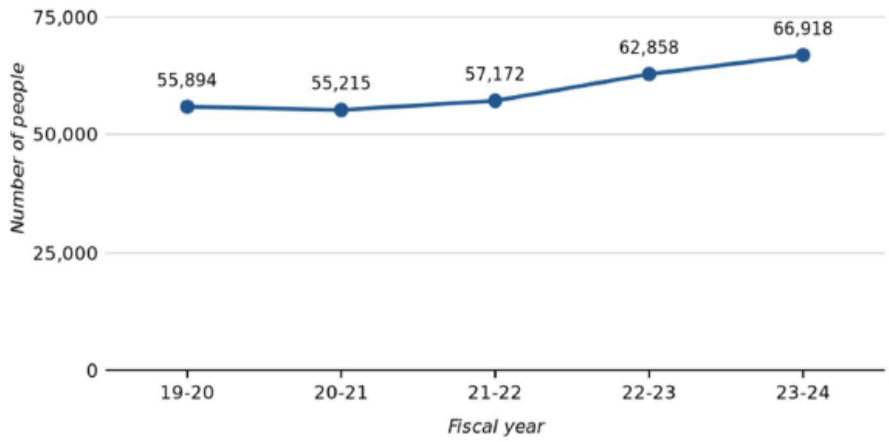

Figure 2. Service Participants Who Experienced Unsheltered Homelessness
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

It is critical to note that the number of people experiencing unsheltered homelessness does not represent the entire population of people experiencing homelessness, as thousands more people continue to reside in interim settings. According to administrative data, approximately 112,026 people experiencing homelessness accessed services over the course of FY 23-24, including both sheltered and unsheltered people.

The number of 66,918 unsheltered people accessing services represented only about 60% of the total number of people experiencing homelessness accessing services over the course of the entire fiscal year. These numbers do not account for those that experience homelessness and do not access services or resolve their homelessness without accessing any services, meaning the true number of people who experienced homelessness for any period of time during FY 23-24 was in excess of 112,026 people.

Baseline 1b.

The Number of Unsheltered Service Participants Who Exited to Permanent Housing

For Baseline 1b., the data subcommittee established that there were 5,937 service participants who were unsheltered that exited homelessness to permanent housing in FY 23-24. See Figure 3 below.

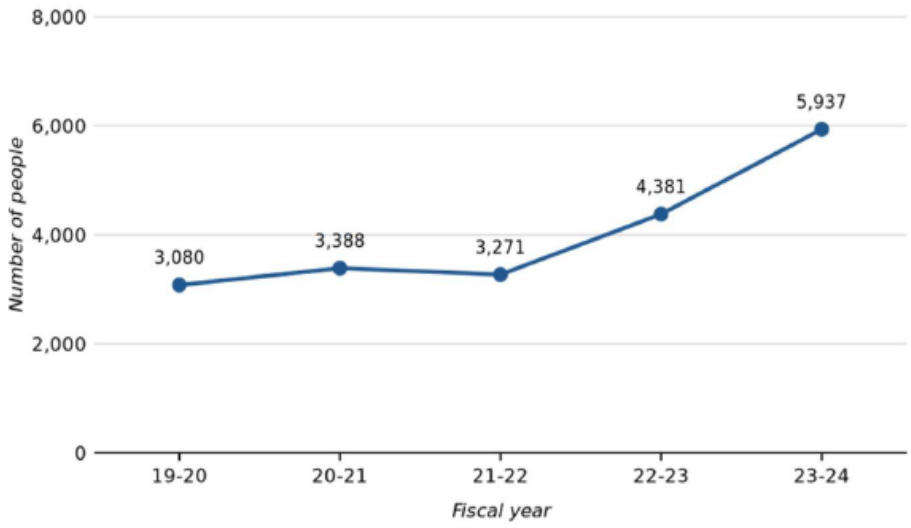

Figure 3. Unsheltered Service Participants Who Exited to Permanent Housing
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

Baseline 1c.

The Number and Rate of Unsheltered Service Participants Who Accessed Interim Housing

For Baseline 1c., the data subcommittee established that 22,852 service participants who were unsheltered accessed interim housing in FY 23-24 (see Figure 4 on the following page). This represents 34% of all unsheltered service participants–this number has increased by 69% over the last five years, reflecting increased alignment and urgency to add new interim settings to address unsheltered homelessness:

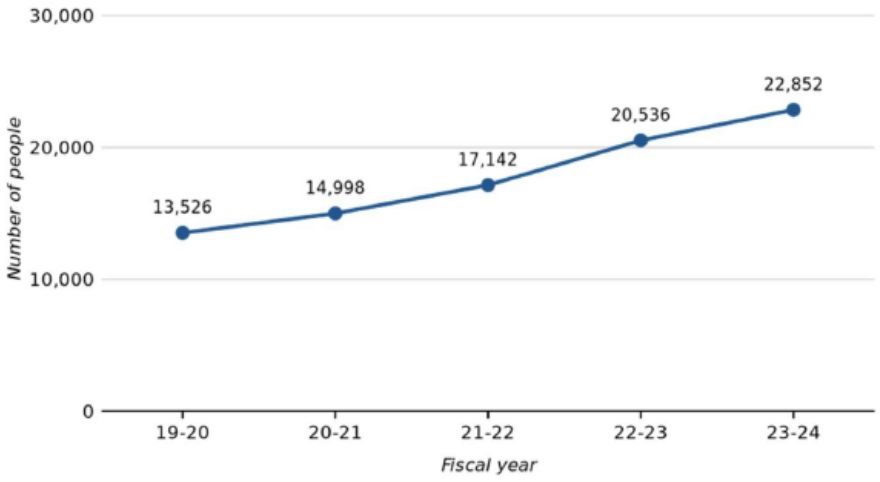

Figure 4. Unsheltered Service Participants Who Accessed Interim Housing
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

Target Metrics and Milestones Summary

Goal 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness

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End of 2030 Metrics

- **Metric 1a.** Decrease by 30% the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in FY 23-24.
- **Metric 1b.** Increase by 80% the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030.
- **Metric 1c.** Increase by 32% the rate of people moving into interim housing from unsheltered settings from a baseline of 34% of unsheltered people in FY 23-24 to a target of 45% in 2030.

Annual Milestones

Metric 1a: Reduce the Number of Unsheltered People by 30%

Year	% Change from Baseline	Annual Unsheltered Number
Baseline	0%	52,365
July 1, 2025-June 30, 2026	-6%	49,609

July 1, 2026-June 30, 2027	-11%	46,652
July 1, 2027-June 30, 2028	-16%	43,796
July 1, 2028-June 30, 2029	-22%	40,939
July 1, 2029-June 30, 2030	-27%	38,084
Full Year Ending December 31, 2030	**-30%**	**36,656**

Metric 1b: Increase the Number of Unsheltered People Placed in Permanent Housing by 80%

Year	% Change from Baseline	Annual Unsheltered People Placed in PH
Baseline	0%	5,937
July 1, 2025-June 30, 2026	+15%	6,801
July 1, 2026-June 30, 2027	+29%	7,664
July 1, 2027-June 30, 2028	+44%	8,528
July 1, 2028-June 30, 2029	+58%	9,391
July 1, 2029-June 30, 2030	+73%	10,255
Full Year Ending December 31, 2030	**+80%**	**10,687**

Metric 1c: Increase the Rate of Interim Housing Placements of Unsheltered People by 32%

Year	% Change from Baseline	Annual Rate of Unsheltered Placed in IH
Baseline	0%	34%
July 1, 2025-June 30, 2026	+6%	36%
July 1, 2026-June 30, 2027	+12%	38%
July 1, 2027-June 30, 2028	+17%	40%
July 1, 2028-June 30, 2029	+23%	42%
July 1, 2029-June 30, 2030	+29%	44%

Full Year Ending December 31, 2030	**+32%**	**45%**

Rationale

The homeless response subcommittee developed the above target metrics with three primary factors driving their rationale. First, the subcommittee noted the region has seen unprecedented alignment across the homeless system and across regional partners around addressing unsheltered homelessness–should this alignment continue, it may contribute to continued rapid growth in the number of people moving out of unsheltered homelessness and into both interim and permanent housing. The second major factor informing their rationale is that, because this alignment around unsheltered homelessness is a recent phenomena, the number of people moving from unsheltered homelessness into housing is relatively low, with only 9% of unsheltered service participants moving into permanent housing–this leaves considerable room for growth as system alignment efforts continue.

Finally, these goals were also informed by Goals 2, 3, 4, and 5, all of which lend component parts to an overall reduction in unsheltered homelessness. With Goal 2 reflecting a proposed 57% increase in housing placements (informed by the housing production goals in Goal 5) and Goal 4 reflecting a 20% decrease in inflow, the homeless response subcommittee believes a 30% reduction in unsheltered homelessness is attainable.

Conditions and Assumptions for Success

For the targets in Goal 1 to be reached, the subcommittee identified four conditions that are vital components of success for this particular goal, although they noted the conditions across Goals 1, 2, and 3 are all interrelated to each of the goals. These conditions are:

- **Significant Progress Must Be Made on Other Goals:** Unlike other goals, an overall reduction in unsheltered homelessness represents a cumulative goal that would reflect progress in other goals that make up component parts of understanding overall homeless numbers, namely, inflow into homelessness and outflow into permanent housing. To reach goals on reducing unsheltered homelessness, the region must increase permanent housing placements *as well as* significantly curtail inflow into homelessness. In recent years, while permanent housing placements have scaled up significantly, inflow has also accelerated, meaning these gains have not resulted in reductions in overall unsheltered homelessness.
- **Reconfiguration of Pathways into Permanent Housing:** In examining goals 1, 2, and 3 working in concert with each other, Los Angeles will need to significantly reconfigure

current pathways into permanent housing to achieve these goals. Two potential pathways into permanent housing must increase significantly, with far greater movement needed from interim housing into permanent housing, or far greater movement from unsheltered settings into permanent housing than is currently the case in the region. Significant system realignments may be needed to realize these changing pathways into permanent housing.

- **The Region Must Produce More Housing, and it Must Be Accessible to Unsheltered People:** The Los Angeles region must continue to increase the production of affordable housing, in alignment with the targets laid out in Goal 5. In addition, a significant portion of these affordable units must be available to people experiencing unsheltered homelessness. In general, people experiencing homelessness have incomes below 30% of Area Median Income (AMI). Alignment between the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) will be critical, therefore, to reach goals around moving more individuals out of unsheltered homelessness and into permanent housing,

- **Increasing Interim Housing Must Continue Beyond Emergencies:** In order to continue making progress moving people from unsheltered homelessness into interim housing, the region must continue to secure additional resources to fund further expansion of interim housing. This is all the more critical given the possibility of increasing bed rates paid to service providers to match the true cost of providing services. Without additional funding for interim housing, rising bed rates will reduce the overall number of beds.

- **Advocacy to Maintain Federal Funding Must Continue:** As demonstrated by a temporary freeze in federal funding resulting from the White House Office of Management and Budget's (OMB) Memo M-25-13 in late January, federal funding for homelessness and housing programs is far from assured. The Los Angeles region must advocate to federal partners both to continue funding for key programs, as well as forestall federal policy changes that would effectively function as cuts for communities like Los Angeles.

- **New Data Tools Should Be Used to Track Outcomes**: New data tools, such as the Encampment Module available through HMIS, will allow new insight into unsheltered homelessness. These insights must be applied to more effectively move people out of unsheltered homelessness.

Goal 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee spent significant time defining the data sources and definitions of serious mental illness and substance use disorder[11] during phase 1. Moreover, the subcommittee agreed to split goal 2 into separate metrics for serious mental illness (SMI) and long-term substance use disorder (SUD), in recognition that while a significant portion of the population may experience both of these conditions, many experience only one, and these conditions necessitate different interventions and services. As such, the subcommittee proposed the following metrics:

- **Metric 2a:** Reduce by xx% the number of people with SMI alone experiencing homelessness.
- **Metric 2b:** Reduce by xx% the number of people with SUD alone experiencing homelessness.
- **Metric 2c:** Reduce by xx% the number of people with co-occurring SMI and SUD experiencing homelessness.

Baseline Data

The data subcommittee established the following baselines:

- **Baseline 2a:** Number of people experiencing homelessness with SMI only in FY 23-24: **14,056 people**

[11] The following definitions were agreed upon by the subcommittee:

- Substance use disorder (SUD): Mental and behavioral disorders due to psychoactive substance use (excluding nicotine dependence).
- Serious mental illness (SMI): A person with bipolar disorder, episodic mood disorder, major depressive disorder, manic episode, other psychotic or delusional, schizophrenic disorder. Note that PTSD is not included in the SMI metric, but is reported separately.

- **Baseline 2b:** Number of people experiencing homelessness with SUD only in FY 23-24: **8,697 people**
- **Baseline 2c:** Number of people experiencing homelessness with both SMI and SUD in FY 23-24: **20,446 people**
- **Baseline 2d:** Number of people experiencing homelessness with SMI or SUD in FY 23-24: **43,199 people**

Figure 5 below displays the number of people with either SMI or SUD (the most inclusive measure) from FY 19-20 to FY 23-24, which reached a total of 43,199 individuals in FY 23-24. This number increased annually by 9% on average over the five-year period, closely mirroring the overall increases in the homeless population.

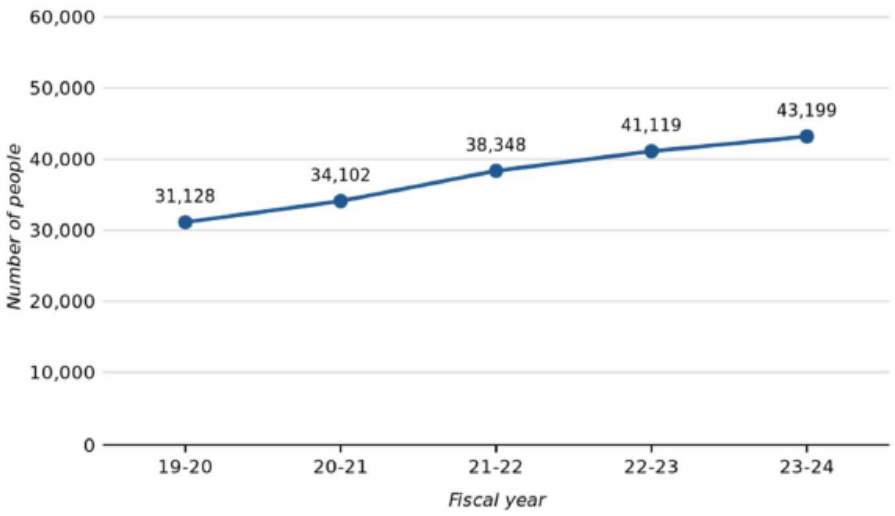

Figure 5. Number of Service Participants Experiencing Homelessness with SMI or SUD
Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP, 3) Department of Mental Health (DMH) Data, 4) Other Department of Health Services Data, 5) LA County Department of Public Health Substance Abuse Prevention and Control (SAPC) Data

The figure below disaggregates this data by individuals in service data with only one of the conditions, as well as those reporting both conditions:

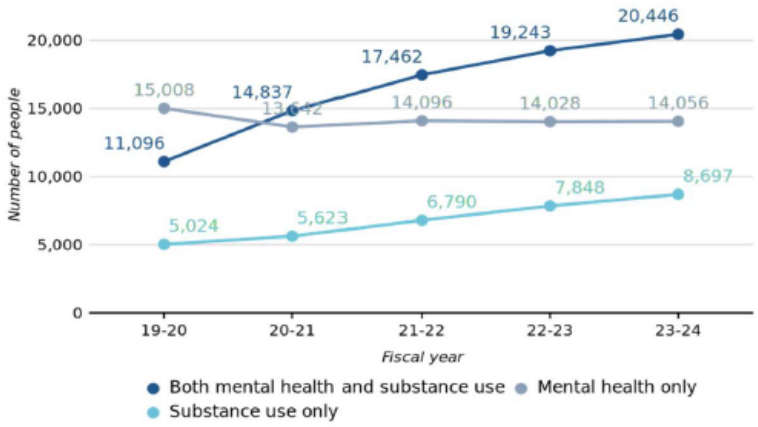

Figure 6. Service Participants with SMI and SUD, SMI Only, and SUD Only
Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP, 3)DMH Data, 4) Other DHS Data, 5) SAPC Data

Figure 6 above also demonstrates that increases in SUD reporting are generating the rise in the overall population reporting one or both conditions. While this could be a result of increasing prevalence of substance use disorders, it requires further investigation; this may be a result of a number of other factors, including changes in reporting related to Medicaid billing, better survey instruments and increasing data quality, and other factors.

Target Metrics and Milestones Summary

Goal 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness

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End of 2030 Metrics

- **Metric 2a.** **Reduce by 15%** the number of people with SMI only experiencing homelessness, from a baseline of 14,056 in FY 23-24 to a target of 11,978 people in 2030.
- **Metric 2b.** **Reduce by 10%** the number of people with SUD only experiencing homelessness, from a baseline of 8,697 in FY 23-24 to a target of 7,827 people in 2030.
- **Metric 2c.** **Reduce by 10%** the number of people with co-occurring SMI and SUD experiencing homelessness, from a baseline of 20,446 in FY 23-24 to a target of 18,401 people in 2030.

Annual Milestones

Metric 2a: Reduce the Number of People with SMI Only by 15%

Year	% Change from Baseline	Annual Number of People with

		SMI Only
Baseline	0%	14,056
July 1, 2025-June 30, 2026	-3%	13,673
July 1, 2026-June 30, 2027	-5%	13,289
July 1, 2027-June 30, 2028	-8%	12,906
July 1, 2028-June 30, 2029	-11%	12,523
July 1, 2029-June 30, 2030	-14%	12,139
Full Year Ending December 31, 2030	**-15%**	**11,948**

Metric 2b: Reduce the Number of People with SUD Only by 10%

Year	% Change from Baseline	Annual Number of People with SUD Only
Baseline	0%	8,697
July 1, 2025-June 30, 2026	-2%	8,539
July 1, 2026-June 30, 2027	-4%	8,381
July 1, 2027-June 30, 2028	-5%	8,223
July 1, 2028-June 30, 2029	-7%	8,064
July 1, 2029-June 30, 2030	-9%	7,906
Full Year Ending December 31, 2030	-10%	7,827

Metric 2c: Reduce the Number of People with Co-Occurring SMI and SUD by 10%

Year	% Change from Baseline	Annual Number of People with Co-Occurring SMI/SUD
Baseline	0%	20,446
July 1, 2025-June 30, 2026	-2%	20,074
July 1, 2026-June 30, 2027	-4%	19,703
July 1, 2027-June 30, 2028	-5%	19,331
July 1, 2028-June 30, 2029	-7%	18,959
July 1, 2029-June 30, 2030	-9%	18,587
Full Year Ending December 31, 2030	**-10%**	**18,401**

Conditions and Assumptions for Success

- **Effective and Robust Services Must Be Available:** As more efforts are made to move unsheltered and sheltered people with SMI and/or SUD into both permanent and interim housing, these sites will be hosting a highly-vulnerable population with complex service needs, including the whole range of behavioral health services. The availability of robust services will be essential both to moving this population into housing and keeping them housed.

- **The Region Must Maximize Leveraging MediCal:** The Los Angeles region's homeless system has increasingly tapped into MediCal to fund key services for people experiencing homelessness including people with behavioral health needs. This funding stream is available through the state's California Advancing and Innovating MediCal (CalAIM) waiver with the federal government. While CalAIM has provided new resources, it is insufficiently accessible to many service providers and the people they serve. The Los Angeles region must lower remaining barriers to accessing CalAIM, and must advocate to the state for changes to reduce administrative complexity for service providers so as to ensure the region is leveraging more MediCal funds.

- **Maximize Utilization of Existing Housing and Shelter:** To reach this goal, the system must continue to make progress on swiftly accessing units at existing PSH and other sites that house and shelter people experiencing homelessness with SMI and SUD, including board and care homes. The system must ensure units and beds in these sites do not remain vacant for long periods of time. While adding new PSH units is critical, Los Angeles must keep a focus on maximizing the utilization of units, along with leveraging board and care facilities, skilled nursing facilities, and other sites.

- **Advocacy to Maintain Federal Funding, Including MediCal Waiver, Must Continue:** As noted in the conditions and assumptions for all goals, federal funding for mental health and substance use disorder treatment services is at risk. The Los Angeles region must advocate to federal partners to continue funding for programs that serve people with SMI and/or SUD, as well as push back on potential federal policy changes that would disincentivize providing these services in an evidence-based manner. Moreover, the region must advocate for the renewal of California's aforementioned Medicaid waiver, which is set to expire at the conclusion of 2026.

Goal 3: Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee spent time deliberating how to both capture exits to permanent housing, but also how to capture housing retention, reflecting the importance of ensuring people experiencing homelessness stay housed after exiting homelessness. This is especially critical from an equity perspective, given prior findings that Black people experiencing homelessness fall back into homelessness at disproportionate rates, including from permanent supportive housing.[12, 13] Given these dynamics, the subcommittee established the following metrics:

- **Metric 3a:** Increase by xx% the number of service participants who exited homelessness to permanent housing during FY 23-24.
- **Metric 3b:** Increase by xx% the number of service participants who retain permanent housing, two years after they exit homelessness.

Baseline Data

The Ad Hoc Committee on data established two baseline measures:

- **Baseline 3a**: Number of service participants who exited homelessness to permanent housing in FY 23-24: **19,127 people**
- **Baseline 3b**: Number of service participants who exited homelessness in FY 21-22 to permanent housing and did not return to homelessness over subsequent 24 months: **10,501 people retained housing (from 13,379 placements in FY 21-22, a 78% retention rate).**

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[12] Los Angeles Homeless Services Authority. (2018). "Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness." Report found at https://www.lahsa.org/documents?id=2823-report-and-recommendations-of-the-ad-hoc-committee-on-black-people-experiencing-homelessness.pdf

[13] Milburn, N., Edwards, E., Obermark, D., & Rountree, J. California Policy Lab. (2021). "Inequity in the Permanent Supportive Housing System in Los Angeles: Scale, Scope and Reasons for Black Residents' Returns to Homelessness. Report found at https://capolicylab.org/inequity-in-the-psh-system-in-los-angeles/

The first baseline number is 19,127 permanent housing placements in FY 23-24. This reflects a variety of housing placements, including placements into supportive housing, placements into market rate housing supported by rental subsidies, reconnection with family and friends, and a range of other interventions. See Figure 7 below, which reflects the FY 23-24 permanent housing placements, along with a five-year trend reflecting a 9% annual average increase in housing placements including a 26% jump from FY 22-23 to FY 23-24.

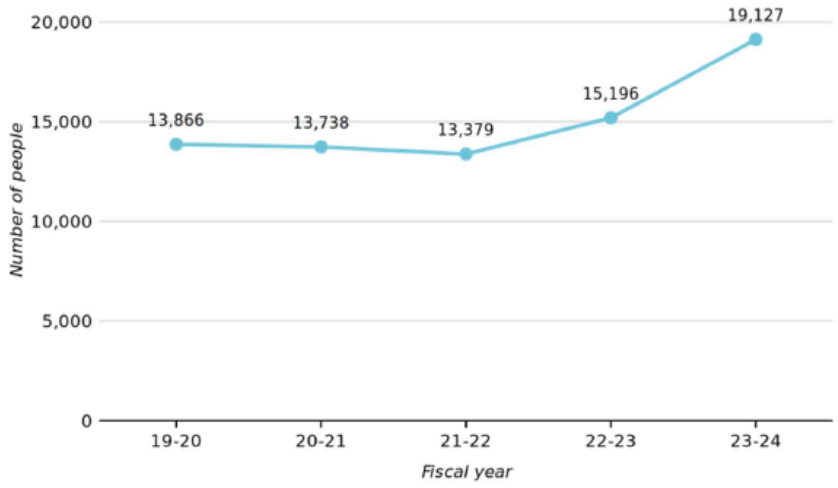

Figure 7. Service Participants Exiting Homelessness to Permanent Housing
Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP

Why is this number different from what I'm used to seeing?

This number differs from the oft-cited figures of over 20,000 annual permanent housing placements that accompany annual homeless count data releases. Those numbers that exceed 20,000 housing placements include other data sources that were not accessed for the purposes of this baseline, such as data reflecting housing placements from the U.S. Department of Veterans Affairs (VA). Additionally, that larger number includes some types of housing placements that are not included here, such as transfers between different types of housing programs.

The next baseline number captures housing placements and how many have been retained one and two years after the initial placement. For example, for FY 21-22, the figure measures how many placements were made in that year (the top line), how many FY 21-22 placements were still in housing in FY 22-23 (the middle line), and how many FY 21-22 placements retained housing two years later, into FY 23-24 (the bottom line). FY 21-22 is the most recent year for which all three figures are available. Figure 8 on the following page charts that while there were 13,379 permanent housing exits in FY 21-22, a total of 10,501 of those people retained permanent housing 24 months later (78%).

Figure 8. Number of Service Participants Who Exited Permanent Housing and Retained it After 24 Months
Data Sources: 1) LA County and City CoC HMIS, 2) CHAMP

Target Metrics and Milestones Summary

Goal 3: Increase the number of people permanently leaving homelessness

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End of 2030 Metrics

- **Metric 3a.** Increase by 57% the number of people exiting homelessness to permanent housing, from a baseline of 19,127 in FY 23-24 to a target of 30,000 people in 2030.
- **Metric 3b.** Increase by 101% the number of people retaining permanent housing after 24 months, from a baseline of 10,501 and 78% retention in FY 23-24 to a target of 21,104 people and a 78% retention rate in 2030.

Annual Milestones

Metric 3a: Increase the Number of Permanent Housing Placements by 57%

Year	% Change from Baseline	Annual Permanent Housing Placements
Baseline	0%	19,127
July 1, 2025-June 30, 2026	+10%	21,109
July 1, 2026-June 30, 2027	+21%	23,092

July 1, 2027-June 30, 2028	+31%	25,074
July 1, 2028-June 30, 2029	+41%	27,056
July 1, 2029-June 30, 2030	+52%	29,038
Full Year Ending December 31, 2030	**+57%**	**30,000**

Metric 3b: Increase the Number of People Who Retain Housing Two Years After Placement by 101%

Year	% Change from Baseline	Number Retaining Housing from Two Years Prior
Baseline	0%	10,501
July 1, 2025-June 30, 2026	+42%	14,919
July 1, 2026-June 30, 2027	+42%	14,919
July 1, 2027-June 30, 2028	+57%	16,465
July 1, 2028-June 30, 2029	+72%	18,011
July 1, 2029-June 30, 2030	+86%	19,558
Full Year Ending December 31, 2030	**+101%**	**21,104**

Rationale

While a 57% increase in housing placements over the evaluation represents an extremely ambitious goal, the subcommittee noted that recent years have seen increases in housing placements as high as 26% between FY 22-23 and FY 23-24. This has coincided with the availability of housing resources, including new HHH buildings opening their doors, greater availability of time-limited subsidies, and other resources. As these resources continue and more housing comes through the pipeline as a result of new funding sources such as the City of Los Angeles' Measure ULA, Measure A's affordable housing funding administered by LACAHSA, and other regional sources such as the San Gabriel Valley Regional Housing Trust fund, more affordable units will be available to leverage.

While these resources must be aligned and in coordination with the goals of the regional homeless response to continue the sharp upward trajectory of housing placements, they gave the subcommittee cause for optimism even as uncertainty remains.

In addition, for housing retention, the committee sought to maintain the two-year retention rate for the last year for which data is available, FY 21-22. Increases in housing retention are assuming the homeless system continues to make the investments needed to maintain a 78% retention rate even as housing placements increase.

Overall, reaching these goals would represent a major shift from the functioning of the existing homeless services system. At present, housing placements are equal to approximately 40% of the unsheltered point-in-time count numbers, which, when taken into account with inflow continuing to exceed housing placements, accounts for the lack of major reductions in homelessness. Under goal 3's targets in concert with goal 4, housing placements would be approximately equivalent to the inflow into homelessness, and would exceed the overall unsheltered point-in-time count. This increase in rehousing capacity, coupled with lower inflow, would represent a major seachange for the Los Angeles system. How to achieve that seachange is articulated below.

Conditions and Assumptions for Success

- **The Region Must Produce More Housing, and it Must Be Accessible to Unsheltered People:** As noted in Goal 1, a significant portion of new affordable units must be available to people experiencing homelessness with the lowest incomes. Continuing work to align LACAHSA and ECRHA is essential to reaching goals on placements into permanent housing.
- **Maximize Occupancy in PSH Sites:** As noted in goal 2, to reach this goal, the system must continue to make progress on ensuring units at PSH sites do not remain vacant for long periods of time. While adding new PSH units is critical, Los Angeles must keep a focus on maximizing the utilization of these units.
- **State Funding Must Continue:** State funding serves as a significant buttress to the Los Angeles region's response. Approximately $380 million was allocated to seven grantees through the most recent round of the Homeless Housing, Assistance and Prevention (HHAP) program administered by the Department of Housing and Community Development (HCD); other allocations from programs such as Homekey, Encampment Resolution Funds (ERF), and a number of population-specific programs administered by the California Department of Social Services (CDSS) make up a significant portion of the region's homelessness budget. However, nearly all of these programs are one-time allocations of funding. The Los Angeles region must advocate forcefully to California policymakers for these investments to continue in future years, and ideally seek to convert programs like HHAP into stable, ongoing investments.
- **Advocacy to Maintain Federal Funding Must Continue:** As with goals 1, 2, 4, and 5, significant federal funding cuts have the potential to curtail both efforts to increase placements into permanent housing by removing sources of funding for that housing.

Federal cuts also have the potential to disrupt efforts to increase retention, as key supportive services are funded through federal Medicaid funds, Continuum of Care (CoC) program funds, and other federal sources. The Los Angeles region must advocate to federal partners both to continue funding for key programs, as well as forestall federal policy changes that would effectively function as cuts for communities like Los Angeles.

- **Alignment with Prevention:** Los Angeles must align its homeless prevention strategies with efforts to increase housing placements. This includes ensuring services are available for older adults who move from unsheltered homelessness back into housing, but may be at risk of returning to homelessness if adequate housing retention and prevention services are not available.

Goal 4: Prevent People from Falling into Homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The prevention subcommittee formalized the following metric for goal 4:

- **Metric 4a:** Reduce the number of people who become newly-homeless by xx%.

This metric intends to use administrative data from HMIS and CHAMP to measure the number of service participants who are ''newly'' accessing services, with evidence that this is the first time they have been homeless in 24 months or more.

Baseline Data

The subcommittee established one baseline measure, using the above definition:

- **Baseline 4a:** Number of service participants newly-accessing services in FY 23-24 with evidence that this first time homeless in 24 months or more: **63,202 people**

See Figure 9 below for the five-year trend of this data, which shows a modest 3% year-over-year average increase over the last five years.

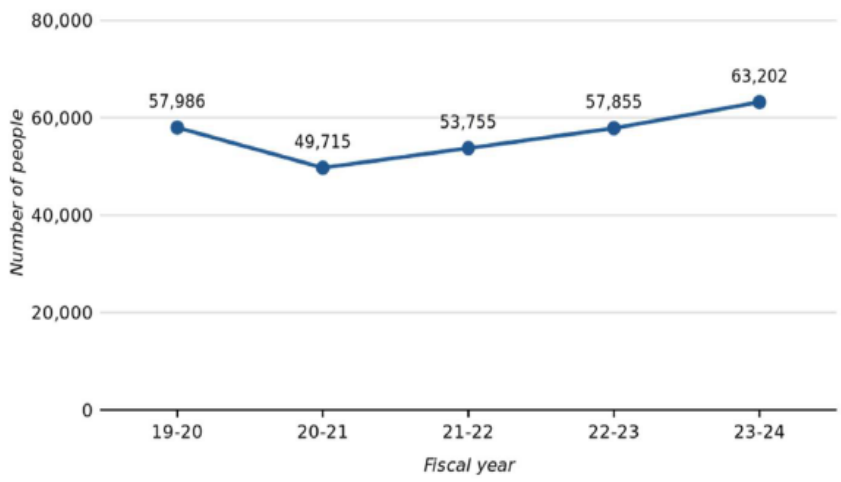

Figure 9. Service Participants Newly Accessing Homeless Services
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

For this baseline figure, it is worth noting that over half of all service participants in HMIS and CHAMP are considered "newly homeless," suggesting a staggering level of inflow to the homeless services system. Moreover, should the trend of a 3% average increase in new enrollees continue year-over-year, the number of new enrollees in five years would be 73,300.

Metrics and Milestones Summary

Goal 4: Prevent People from Falling into Homelessness

End of 2030 Metrics

- **Metric 4a:** Decrease by 20% by the end of 2030 the Number of Service Participants Who Become Newly Homeless (as measured in administrative data), from a Baseline of 63,202 in FY 23-24 to a target of 50,561 people in 2030.
    - The system's efforts to achieve this goal must be guided by the overarching equity principle to reduce the disproportionate number of Black and American Indian Alaska Native and the increasing number of Latino/x people experiencing homelessness. Effective prevention that reduces inflow into homelessness services is a key strategy to counteract the systemic and structural injustices that drive people into homelessness and disparately affect people in these groups. By reducing inflow by 20%, we also aim to actively promote equitable

access to prevention programs and to reduce the number of Black, American Indian Alaska Native and Latino/x people who fall into homelessness.

Annual Milestones

Metric 4a: Decrease by 20% by the end of 2030 the Number of Service Participants Who Become Newly Homeless (as measured in administrative data), from a Baseline of 63,202 in FY 23-24

Year	% Change from Baseline	Annual Inflow Number
Baseline	+0%	63.202
July 1, 2025-June 30, 2026	+5%	66,302
July 1, 2026-June 30, 2027	+2%	64,466
July 1, 2027-June 30, 2028	-11%	56,313
July 1, 2028-June 30, 2029	-15%	54,038
July 1, 2029-June 30, 2030	-18%	51,712
Full Year Ending December 31, 2030	**-20%**	**50,561**

Rationale

The subcommittee had a number of considerations that informed the target of a 20% reduction in newly homeless enrollees over the evaluation period, from a baseline of 63,202 to 50,561. One of these is recognition that a 20% reduction is an even more ambitious goal when considering the upward trajectory of these numbers. Were the current trajectory to continue on a track of 3% annual growth, the number of newly-homeless enrollees would reach 73,300 in five years; the target of 50,561 represents a 31% reduction from this number.

Conditions and Assumptions for Success

The subcommittee established a number of conditions and assumptions that must hold in order for the target in goal 4 to be met. The top tier conditions and assumptions were identified as:

- **Prevention Funding and Programs Must Be Targeted and Cater to Those at Greatest Risk, Or They Will Not Reduce Inflow:** A number of assessments of

homeless prevention programs have found that targeting using key risk factors to identify those most likely to fall into homelessness has demonstrable impacts on inflow.[14] Otherwise, funding goes predominantly to households that, though vulnerable, may not have fallen into homelessness without the prevention assistance provided. Evidence-based eligibility criteria include households at 50% Area Median Income (AMI) or below, with one or more additional risk factors (such as a prior history of homelessness, recent discharge from an institution, veteran status, older age, personal trauma, or other factors). If funding is not targeted in this way, or if eligibility criteria limits access to one particular vulnerable group (such as transition-aged youth or older adults, who together make up 12% of people experiencing homeless in Los Angeles) and not the broader at-risk population, homeless prevention dollars are unlikely to reduce inflow into homelessness, as they will not be serving people that would have otherwise become homeless.

Moreover, traditional prevention programs that serve broader swaths of the population often focus on eviction prevention services and rental assistance for leaseholders. A narrow focus only on services for leaseholders, however, leaves out the bulk of people who fall into homelessness; new statewide findings show that only a third of people entering homelessness came from a leaseholding situation, with the majority of people entering homelessness either coming from an informal living arrangement or an institution.[15] Services such as flexible financial assistance that can assist leaseholders and non-leaseholders alike should complement eviction prevention, tenant education, rental assistance, and other services.

As new programs and policies are considered or existing policies are evaluated, people with lived experience of homelessness must be included and centered in program and policy design for homeless prevention efforts to be successful.

- **Prevention Funding Must Align with Equity Goals:** To ensure that prevention programs are reaching those who most need them, these programs must advance and align with shared equity goals, including setting a target for reducing the overrepresentation of groups disproportionately needing homelessness services. This must include active monitoring of who does and does not have access to prevention programs and whether programs remain effective and accessible for the most marginalized groups. This may also include ensuring that prevention funding is accessible to those who are most disproportionately represented among the population experiencing homelessness, such as adults between the ages of 25 to 64, who make up nearly 80% of the population experiencing homelessness in Los Angeles.

[14] Till von Wachter et al., "Evaluation of LA County Prevention Targeting Tool" (California Policy Lab, 2021).

[15] Benioff Homelessness and Housing Initiative, 2023. California Statewide Study of People Experiencing Homelessness.

- **The Region Needs A Prevention System with an Appointed Executive Manager:** Currently, the Los Angeles region deploys a range of prevention strategies across departments and jurisdictions which do not work in concert with each other. The region must appoint an executive level policy leader or manager to align the region's systems and investments to centralize a ''homeless prevention system'' across Los Angeles County. This manager would provide operating standards and best practices to ensure consistency, quality, accessibility, and equity across the region.

Six additional conditions and assumptions for success were identified. These include:

- **Eligibility for homelessness service workers:** Many frontline workers and case managers in our homelessness services system are themselves at risk of homelessness. Yet they are often unable to access prevention programs at their employer due to public contract terms that do not allow employees to access funds for clients. System administrators should ensure that employees of service providers who meet the eligibility criteria can access prevention resources from other sources. This will help support a vulnerable population, help retain workers, and strengthen our capacity to provide the high-quality services required for all Measure A goals. Ultimately, the system should address the pay structure for homeless services workers such that compensation reflects liveable wage standards for Los Angeles.
- **Augment Funding:** The 20% inflow reduction goal is dependent both on better alignment of existing resources from cities, the county, state, and federal sources, but also on new resources for targeted homeless prevention. New inflow into the system exceeds available funding to the system, and additional advocacy is needed to obtain the funding needed to scale up prevention resources to meet growing demand.
- **Data:** All Measure A-funded prevention programs must enter program data into HMIS, which is an essential component of knowing whether prevention service participants eventually become homeless in the future. This, in turn, is a prerequisite to effective program evaluation and assessment of whether prevention programs are reaching the right target population.
- **Accessibility:** Prevention programs must be easy to access and visible to the public, in addition to person-centered. Nearly two-thirds of people that were newly-homeless had not sought assistance from public agencies or providers,[16] relying instead on friends and family, highlighting the need for interventions to be highly visible to people who are at risk.
- **Evaluation:** The region must continue to evaluate the impact of prevention programs. The lessons from program evaluation must be applied to scale what works to use prevention dollars as effectively as possible.

[16] Ibid.

- **Service History:** For prevention to be effective and reach its goals, more data should be marshalled to better understand the service history of those who are newly-enrolling in homeless services. This should include a better understanding of other history such as history of incarceration, contact with the child welfare system, and other risk factors.

Goal 5: Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee working on this goal established two metrics, each relating to a key component of making housing affordable for people at the lowest incomes. The subcommittee established metrics for production of affordable housing units and preservation of affordable housing. The metrics established are:

- **Metric 5a**: Increase by xx% the production of affordable housing.
- **Metric 5b**: Increase by xx% the preservation of affordable housing units.

Baseline Data

In order to develop goals for affordable housing, the subcommittee worked with the USC Lusk Center for Real Estate to develop estimates of the need for affordable housing in Los Angeles County, along with estimates of the baseline of affordable housing production and access across Los Angeles County.

For the purposes of developing a measure of Los Angeles County's need for affordable housing, the subcommittee developed a measure based on the shortage of housing that is affordable[17] for low-, very-low, extremely-low, and people experiencing homelessness. Taken together, these groups collectively have a shortage of 375,622 units. See table 1 below for this data disaggregated by income levels.

While the overall shortage number continues to be staggering at 375,622, it is worth considering that this topline number may still underemphasize the severity of shortage for

[17] For the purposes of this exercise, the subcommittee defined affordability as meaning a household would pay 30% of their income or less, which aligns with criteria from U.S. Department of Housing and Urban Development (HUD).

those households at 50% AMI and below, for which there is a 578,775 unit shortage. While there is a surplus of units for low-income households at 50-80% AMI, these units are not available or affordable to households that are homeless, extremely low-, or very low-income.

Table 1. Available and Affordable Housing Unit Shortage by Income Levels in Los Angeles County, 2023
Data Source: 2018-2023 American Communities Survey Five-Year Estimates

Household Type	Number of Households	Number of Available and Affordable Units	Shortage/Surplus
Homeless Households	68,297	0	-68,297
Extremely Low Income (0-30% AMI)	499,688	112,219	-387,469
Very Low Income (30-50% AMI)	301,432	178,423	-123,009
Low Income (50-80% AMI)	400,571	603,723	+203,152
Total	**1,269,988**	**894,365**	-375,622

Using this data to measure the overall picture of housing affordability in Los Angeles, USC Lusk also provided baseline data on the production of affordable housing across Los Angeles County:

- **Baseline 5a**: Average number of affordable housing units produced annually across Los Angeles County from FY 19-20 to FY 23-24: **1,700 affordable housing units.**

Table 2 below details the number of affordable units produced[18] each of the last five years Countywide.

Table 2. Number of Affordable Housing Units Completed in Los Angeles County, 2019-2023
Data Source: California Department of Housing and Community Development Annual Progress Reports

	2019	2020	2021	2022	2023
ELI/VLI (0-50% AMI)	346	137	659	669	1,653
LI (50-80% AMI)	275	470	938	660	3,583
Total Units, 80% AMI and Below	**621**	**607**	**1,597**	**1,329**	**5,236**

- Baseline 5b: Number of units that are at risk and in need of preservation assistance: **9,126 affordable units**

In order to determine the number of affordable housing units that are at highest risk of being lost, either due to expiring affordability covenants or due other financial, operational, or physical risks to the units, the subcommittee looked at the universe of affordable units greater than 10 years old.

The subcommittee used data from the City of Los Angeles Housing Department (LAHD) and the Los Angeles County Development Authority (LACDA) to determine that there are over 38,000 affordable units, 25% of which are Permanent Supportive Housing, which are over 10 years old. The subcommittee assumed that 50% of this older PSH (4,803 units) and 15% of the affordable housing units that are not PSH (4,323 units) will need some form of preservation assistance over the next decade, for a total of 9,126 units in need of assistance. The subcommittee estimated that the cost of preservation is an average of $125,000 per unit.

- Baseline 5c: Number of units that are currently affordable as a result of ''access'' strategies such as rental assistance: **86,376 leased housing choice vouchers.**

As a baseline for access, the subcommittee established that there 86,376 leased housing choice vouchers across a range of public housing authorities (PHAs) throughout the region. It is worth noting that the region's PHAs have over 101,151 units *allocated* through the federal voucher program. However, because PHAs in Los Angeles often must pay above fair-market rent (FMR) to secure landlords to lease units to their tenants in a very competitive housing

[18] Production of a housing unit is counted based on the issuance of a certificate of occupancy.

market, PHAs often do not have sufficient federal funding to lease their entire allocated share of vouchers. Despite the 14,775 unit gap between the number of allocated units (101,151) and the number of units that are leased (86,376), most PHAs in the County have spent 100% of their voucher budgets, meaning they cannot fully lease their allotted units without more funding from the federal government to fully utilize their allocation. **While the LTRHA and ECRHA are not recommending a performance metric around access to affordable housing using rental subsidies due to the major uncertainty in the federal funding landscape, advocating for continued and even increased rental subsidies will be essential to meeting goals identified throughout this report.**

Target Metrics and Milestones Summary

Goal 5: Increase the number of affordable housing units within Los Angeles County

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End of 2030 Metrics

- **Metric 5a.** **Increase by 41%-53%** the current level of affordable housing production from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 in 2030.
- **Metric 5b:** Increase the current level of affordable housing units being preserved to **420 units** preserved annually to assure net gains of affordable housing as new production ramps up.

Annual Milestones

Metric 5a: Increase by 41%-53% the current level of affordable housing production from an average baseline figure of 1,700 units per year.

Year	% Change from Baseline	Annual Number of Affordable Units Produced
Baseline	0%	1,700
July 1, 2025-June 30, 2026	+12%	1,900
July 1, 2026-June 30, 2027	+24%-47%	2,100-2,500
July 1, 2027-June 30, 2028	+6%-39%	1,800-2,500
July 1, 2028-June 30, 2029	+11%-28%	2,000-2,300
July 1, 2029-June 30, 2030	+22%-39%	2,200-2,500

Full Year Ending December 31, 2030	**+41%-53%**	**2,400-2,600**

Rationale

The subcommittee had several factors inform their recommendations on goals, with five different avenues of housing production making up the overall production goal:

- *Current Production:* The subcommittee assumed that current local resources would continue to make up a portion of affordable housing production
- *Gap Fill:* The subcommittee assumed and recommends that a portion of Measure A dollars be made available through a ''Fast Track Housing Fund" to provide financial support to projects already in construction that have a funding gap.
- *Accelerate:* The subcommittee noted a significant number of projects that are currently far along in the development pipeline and ''shovel ready'' but have not yet begun construction, where a small Measure A investment could move them into the construction phase and accelerate their progress.
- *Acquisition:* As another lower-cost mechanism to accelerate production, the subcommittee recommends that a portion of Measure A funds be utilized for acquiring and converting existing buildings into affordable housing, and has projected a portion of these units as part of their production goal.
- *Innovation:* Finally, the subcommittee's recommended goal for production includes a portion of units stemming from investments that produce housing units at greater speeds and lower costs.

On the preservation side, the subcommittee also discussed a growing number of affordable and supportive housing projects that have significant deferred maintenance and are at risk of being lost. The subcommittee estimated that $52 million annually would be sufficient preservation investment to ensure that any losses of units do not slow progress of adding net new affordable units.

Finally, on rental subsidies in the housing system, the subcommittee noted that while adding thousands of new vouchers will be politically challenging, there may be other ways to increase the number of vouchers available by advocating for funding to increase PHAs budget authority, which is discussed further in the section below. This work remains essential to meeting goals throughout the homeless system and strong advocacy here must continue despite the federal budget uncertainty.

Conditions and Assumptions for Success

The subcommittee identified 11 key conditions and assumptions that should be considered as critical factors in Los Angeles hitting the targets proposed here:

- **Resources from Federal, State, and Local Sources Must Stay Steady:** The goals outlined in this section assume that resources from the federal, state, and other local governments remain steady in future years. However, as the recent ''freeze'' of federal grants demonstrated, this outcome is far from certain and threatens to derail these goals, both by removing key sources of funding for affordable housing, while also adding to the level of need for low-income people that rely on federal support for nutrition assistance, rental assistance, healthcare, and other safety net programs.
- **Innovation Must Play a Role in Bringing Down Costs, Diversifying Financing:** With costs of developing affordable and supportive housing continuing to rise, the region must seek ways to control and lower costs, including exploring innovations in construction and financing projects. Innovations such as bulk purchasing of construction materials, more use of acquisition as a strategy to add units, and other considerations should be explored. Other innovations can help reduce reliance on federal tax credit funding for housing production.
- **Increasing Federal Budget Authority Can Increase Vouchers in Circulation:** As noted above, a number of PHAs across the region have vouchers that go unused not because they cannot find landlords to accept them, but because they have insufficient funding allocated from the federal government to support their full allocation of vouchers. In a competitive market such as Los Angeles, the full cost of providing rents and landlord incentives, along with the cost of providing rental subsidies to people experiencing homelessness, who often have deeply low incomes at or below 15% AMI, means that PHAs are spending more than than their allotted per voucher amount from the federal government. This allows PHAs to lease up their vouchers, but ultimately shrinks the overall number of vouchers they can utilize. Advocacy to the federal government should include a concerted effort to increase PHA's budget authority, which could effectively add 15,000 vouchers across the region.
- **Housing Funding Should Be Allocated According to Gaps in Production:** In order for new affordable housing to reduce homelessness and reduce the number of people in acute crisis, new housing must target the income levels with the greatest production gaps. For example, USC data shows an excess of units being produced for people at 50-80% AMI and 80-120% AMI, while there is a severe shortage of housing for people at 30% AMI and below. To make immediate impacts in the lowest income populations, housing must be targeted at that income level.
- **Measure A Can Be Sole Source or Leveraged:** Traditional affordable housing development requires a range of financing sources to be cobbled together, which can add time (and overall cost) to a project. Measure A can be used this way, which allows leveraging of other federal and state sources. But it may be appropriate at times for Measure A to make larger investments in an affordable housing project as the sole source of financing–thus reducing complexity and time and delivering units faster.

- **LACAHSA Can Issue Bonds, and Increase Leverage:** As an entity that can issue bonds, LACAHSA can use Measure A funds to issue bonds, and leverage further dollars to increase production.
- **Production Alone Will Not Close the Gap:** With an overall shortfall of 375,000 units, housing production alone will not meet the need. The region must consider other lower-cost strategies to complement production, including rental subsidies, master leasing, and acquisition, among others.
- **Focus on Shovel Ready Projects:** Building new affordable housing can be a lengthy process, including as new programs for new funding sources such as Measure A take additional time to seek input from the community, develop funding guidelines, and issue requests for proposals (RFP). A focus on funding projects that are ''shovel ready'' and further along in the development process will allow Los Angeles to see new affordable units become available faster.

Key System and Policy Changes for Regional Leadership to Move Forward

As noted in the goal sections above, there are a number of conditions that must be met in order to ensure the targets recommended in this report are reached. Some of these depend on external actors, like state and federal government partners. However, a number of these conditions entail actions that regional partners can take. The ECRHA and the LTRHA members should utilize the Measure A Regional Homeless plan and move forward all local actions identified in this report, including:

- **Ensure new affordable housing can be accessed by the homeless response system:** All three policy subcommittees identified this as a need–to align eligibility in the Los Angeles region's increasing investments in affordable housing with the targets and populations that need to be served to reduce homelessness and increase housing placements from the homeless system.
- **Invest in robust services for those with behavioral health conditions:** As the region seeks to house more people with SMI and/or SUD, more supportive services will need to be available to support these individuals in housing and to ensure they do not fall back into homelessness at high rates.
- **Appoint a homeless prevention lead to align systems and resources:** As noted in Goal 4, a range of different systems have small homeless prevention programs, but they lack coordination. In some cases, these programs also do not target people with the greatest risk of entering homelessness. Regional leaders should appoint a

prevention system lead to align these programs and ensure targeted homeless prevention contributes to the goal of reducing inflow.

- **Focus on affordable housing innovations:** As the section on Goal 5 notes, high costs of producing affordable housing are a barrier to reaching these goals. Regional leaders should move forward with innovations like bulk purchasing of construction materials, innovative financing models, acquisition strategies, and other ways to bring down costs and deliver more units.
- **Align on advocacy:** A number of factors are outside the control of local actors. What local actors can do, however, is move in lockstep and align around a coordinated, tightly-focused advocacy strategy to state and federal partners.

Appendixes

Appendix A. Leadership Table Subcommittee Rosters

Homeless Prevention Subcommittee	
Name	**Entity Represented**
Dr. Jackie Contreras, Co-Chair	Los Angeles County Department of Public Social Services
Jose Osuna, Co-Chair	Brilliant Corners
Celina Alvarez	Housing Works
Onnig Bulanikian	City of Glendale
Bill Huang	City of Pasadena
Alison King	City of Long Beach
Maria Salinas	Los Angeles Area Chamber of Commerce
Brandon Scoggan	Valley Oasis
Janey Rountree	California Policy Lab
Jim Zenner	U.S. Department of Veterans Affairs

Homeless Response Subcommittee and Subgroups	
Name	**Entity Represented**
Dr. Va Lecia Adams Kellum, Co-Chair	LAHSA

Maria Funk	LA County Department of Mental Health
George W. Greene	Hospital Association of Southern California
Craig Joyce	LA Metro
Sarah Mahin	Housing for Health–LA County Department of Health Services
Janice Martin	
Saba Mwine	LAHSA
Andy Perry	LA County CIO
Janey Rountree	California Policy Labs
Brandon Scoggan	Valley Oasis
Max Stevens	LA County CIO
Grant Sunoo	Little Tokyo Service Center
Stephanie Wiggins	LA Metro
Jim Zenner	U.S. Department of Veterans Affairs
Reducing Homelessness for SMI/SUD Subgroup	
Dr. Va Lecia Adams Kellum	LAHSA
Sarah Dusseault	
David Allen Green	SEIU 721
Maria Funk	LA County Department of Mental Health
La Tina Jackson	LA County Department of Mental Health
Stephanie Klasky Gamer	LA Family Housing
Yamira Lima	
Sarah Mahin	Housing for Health-LA County Department of Health Services
Janey Rountree	California Policy Lab
Max Stevens	LA County CIO
Grant Sunoo	Little Tokyo Service Center
Gary Tsai	Los Angeles County Department of Public Health
Dr. Lisa Wong	LA County Department of Mental Health

Affordable and Supportive Housing Production Subcommittee and Subgroups	
Name	**Entity Represented**
Lourdes Castro Ramirez, co-chair	Office of Los Angeles Mayor Karen Bass
Stephanie Klasky-Gamer, co-chair	LA Family Housing

Kevin Blackburn	Federal Home Loan Bank of San Francisco
Roberto Chavez	City of Inglewood
Isela Gracian	Office of Supervisor Holly Mitchell
Darren Hendon	Veteran Social Services
Margarita Lares	Housing Authority of the City of Los Angeles
Connor Lock	City of Long Beach
Alexis Obinna	
Jose Osuna	Brilliant Corners
Emilio Salas	Los Angeles Community Development Authority
Miguel Santana	California Community Foundation
Ann Sewill	Los Angeles Housing Department
Grant Sunoo	Little Tokyo Service Center
Affordable Housing Production Subgroup Co-Leads	
Ed Holder	Mercy Housing
Ray Mathoda	Anchor Loans
Affordable Housing Preservation Subgroup Co-Leads	
Emilio Salas	Los Angeles Community Development Authority
Ann Sewill	Los Angeles Housing Department
Affordable Housing Access Subgroup Co-Leads	
Margarita Lares	Housing Authority of the City of Los Angeles
Leepi Shimkhada	Housing for Health, Los Angeles County Department of Health Services

Equity Subcommittee	
Name	**Entity Represented**
D'Artagnan Scorza	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion
Saba Mwine-Chang	Los Angeles Homeless Services Authority
Tolu Wuraola	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion
Alex Braboy	Los Angeles Homeless Services Authority
Dr. Jackie Contreras	Los Angeles County Department of Public and Social Services
Angel Martinez	Los Angeles County Department of Health Services

Molly Rysman	Los Angeles County Department of Health Services
Stephanie Klasky-Gamer	LA Family Housing
Andy Perry	Los Angeles County Office of Chief Information Officer
Andrea Iloulian	Los Angeles County Chief Executive Officer
Celina Alvarez	Housing Works
Peter Casey	California Policy Lab
Alexis Obinna	Homeless Youth Forum Los Angeles
La'Toya Cooper	LA Emissary
Amara Ononiwu	Faith Collaborative to End Homelessness
Meredith Berkson	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion

Amendment Read-In at the Executive Committee for Regional Homeless Alignment ("ECRHA") Meeting on March 14, 2025 on Agenda Item # 3: *Recommendation to approve the proposed Leadership Table for Regional Homeless Alignment (LTRHA) Baseline Data and Targets Metrics for Submission to the Los Angeles County Board of Supervisors.*

At the ECRHA meeting on March 14, 2025, the Committee members approved the baseline data and target metrics for presentation to the Los Angeles County Board of Supervisors (ECHRA Agenda Item #3) with the following read-in amendment:

- Amendment by vice-chair Nithya Raman: The ECRHA moves to approve these goals and metrics with the recommendation that the Los Angeles County Board of Supervisors not approve the proposed budget without clear connections between the homelessness funding and the goals and metrics.

EXHIBIT C - MEASURE A REGIONAL PLAN
(Insert Upon Execution)

EXHIBIT D - BEST PRACTICES
(Insert Upon Execution)

EXHIBIT E - QUARTERLY REPORTING TEMPLATE
(Insert Upon Execution)

Exhibit B

Scope of Services

1B: Eligible Use	**Interim Housing for PEH**
Project	**Interim Housing – Motel Vouchers Program**
Project Description	The funds will support SGVCOG's Motel Vouchers Program for the City, which will administer a motel voucher program to temporarily house individuals and families experiencing homelessness. The Program will offer interim housing stays to address urgent situations, including the bridge time period before moving into a permanent housing, extreme weather conditions, fleeing domestic violence, and other emergencies. Case managers will work with each client to connect them to supportive services. Los Angeles Center for Alcohol and Drug Abuse (LA CADA) will support the Motel Voucher Program in Arcadia. Case managers in the City will have access to these resources.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of Persons Experiencing Homelessness (PEH)/Households housed in interim housing with motel vouchers • PS-TO: 20 unduplicated PEH
	PS-KPI: Number of PEH/Households placed into permanent housing within three months of receiving a motel voucher • PS-TO: 12 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.
1E: Eligible Use	**Expedited Placements in Permanent Housing for People Experiencing Homelessness (PEH)**
Project	**Financial Assistance**
Project Description	The funds support the City's move-in assistance program, which focuses on expedited placement of individuals and families experiencing homelessness into permanent housing. This client-driven program focuses on addressing barriers to permanent housing, engaging landlords to secure additional units, and supporting staff's efforts to engage with family/friends of unsheltered individuals and families to determine if temporary or permanent housing may be provided to them, including providing incentives to family/friends to host clients. Funds will also support move-in costs such as security deposits, mitigation funds, and host home support.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of households permanently housed with move-in assistance programs • PS-TO: 12 unduplicated households

Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 2023-24 to a target of 30,000 in 2030.
1F: Eligible Use	**Expedited Placements in Permanent Housing for PEH**
Project	**Landlord Incentives**
Project Description	The funds will support the City in operating its Landlord Incentive program, which aims to secure additional permanent housing units for people experiencing homelessness (PEH). The program provides direct financial incentives to landlords and offers dedicated support, including mediation and direct engagement, to address questions or concerns and to encourage participation in rental/assistance programs for PEH.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of new units secured via direct landlord incentives • PS-TO: 5 unduplicated units
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 2023-24 to a target of 30,000 in 2030.
1H: Eligible Use	**Expedited Placements in Permanent Housing for PEH**
Project	**Problem Solving**
Project Description	The funds will support the City's Problem Solving Program, which assists individuals secure or maintain immediate, sustainable housing through mediation, resource navigation, negotiation, and targeted financial assistance.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of individuals that secure housing • 3 unduplicated individuals
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 2023-24 to a target of 30,000 in 2030.
2D: Eligible Use	Case Management and Outreach Services
Project	Case Management and Outreach Services – Arcadia
Project Description	The funds will support SGVCOG in subcontracting with the city of Arcadia, which will enter into its own sub agreement and provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of a project lead and an outreach navigator. The LA CADA teams will have access to housing resources

	(such as Projects 1B, 1E, 1F, 1G, and 1H herein) to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH, with a focus on clients with SUD or SMI, to connect to other Measure A-funded housing resources and those funded by other sources. In Arcadia, LA CADA teams will be able to place clients into those housing resources (listed in projects 1B and 1C) as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing • PS-TO: 15 unduplicated PEH placements
3B: Eligible Use	**Homeless Prevention**
Project	**Homeless Prevention: Rental Assistance**
Project Description	The funds will support the City in providing rental assistance such as rental arrears, security and utility deposits, and moving costs through a homeless prevention program focused on preventing individuals and families from falling into homelessness. Flexible rental subsidies shall be for up to 6 months. Case managers from the City's LA CADA-contracted team will administer the program. The overall goal of the program is to reduce the number of individuals falling into homelessness and assist those at imminent risk of eviction due to unexpected financial shortcomings or catastrophic incidences. Case managers in the City will have access to rental assistance resources. The City will establish and manage its program policies and procedures that define the requirements for rental assistance, guidelines on the number of months for which clients can receive rental assistance, and the tracking approach to ensure that the intervention is helping the client to remain housed after the intervention ends.

	The City must receive approval from the SGVCOG before work can begin on this Program. The SGVCOG must ensure that there is no duplication of funds and/or programs from LACAHSA. ***For this Task, the City must complete the following readiness activities prior to expending these funds:** • **Program Policies and procedures that define the requirements for rental assistance,** • **Guidelines on the number of months for which clients can receive rental assistance, and** • **Tracking approach to ensure that the intervention is helping the client to remain housed after the intervention ends.** **The SGVCOG will review these documents to ensure that there is no duplication with LACAHSA programs and that they are coordinated with the SGVCOG's LACAHSA Renter Protection and Homelessness Prevention (RPHP) Programs.**
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH/Household that retain housing for three months after receiving prevention rental assistance • PS-TO: 3 unduplicated PEH/households
	PS-KPI: Number of PEH/Household that remain housed six months after the prevention rental assistance • PS-TO: 1 unduplicated PEH/households
Measure A Goals and Target Metric	Alignment with Measure A Goal #4: Prevent people from falling into homelessness
	Target Metric 4a: Reduce the number of people who become newly homeless by 20 percent from a baseline of 63,202 in fiscal year 2023-24 to a target of 50,561 in 2030.
3C: Eligible Use	**Homeless Prevention**
Project	**Homeless Prevention: Financial Assistance**
Project Description	The funds will support the City in providing financial assistance through a homeless prevention program focused at preventing individuals and families from falling into homelessness. Financial assistance will be utilized in situations where clients are at-risk of eviction that can be resolved through a non-rent expenditure such as repairing a vehicle that a client requires in order to get to work. In order to determine appropriate financial expenditures, the respective case managers will undertake problem solving conversations to identify the appropriate intervention. Case managers from the City's LA CADA-contracted team will administer the program. The overall goal of the program is to reduce the number of individuals falling into

	homelessness and assist those at imminent risk of eviction due to unexpected financial shortcomings or catastrophic incidences. Case managers in each respective city will have access to the program resources. The City will establish and manage its program policies and procedures that defines the requirements for financial assistance and the tracking approach to ensure that the intervention is helping the client to remain housed after the intervention. The City must receive approval from the SGVCOG before work can begin on this Program. The SGVCOG must ensure that there is no duplication of funds and/or programs from LACAHSA. ***For this Task, the City must complete the following readiness activities prior to expending these funds:** • **Program Policies and procedures that define the requirements for rental assistance,** • **Guidelines on the number of months for which clients can receive rental assistance, and** • **Tracking approach to ensure that the intervention is helping the client to remain housed after the intervention ends.** **The SGVCOG will review these documents to ensure that there is no duplication with LACAHSA programs and that they are coordinated with the SGVCOG's LACAHSA Renter Protection and Homelessness Prevention (RPHP) Programs.**
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, the SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of households that remain housed three months after Financial Assistance Intervention • PS-TO: 2 unduplicated households
	PS-KPI: Number of households that remain housed six months after the Financial Assistance Intervention • PS-TO: 2 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #4: Prevent people from falling into homelessness.
	Target Metric 4a: Reduce the number of people who become newly homeless by 20 percent from a baseline of 63,202 in fiscal year 2023-24 to a target of 50,561 in 2030.

Implementation of the above-listed programs must align with best practices for the operation of the respective programs.

City must submit reports and materials to the SGVCOG documenting the implementation of the

Project, in alignment with the Project Description above and non-congregate interim housing best practices, and the Project Specific Key Performance Indicators and Target Outcomes outlined above, in a format approved by the SGVCOG. Reports must be submitted in alignment with Section II.B.7 and Section II.B.8 of this MOA.

Exhibit C

Project Budget

The Subrecipient Funding is Two Hundred Twenty-Two Thousand Five Hundred Sixty-Two Dollars ($213,662), allocated as shown in Table 1 below.

Table 1.

Project No.	Project Description	Project Amount
1B	Interim Housing – Motel Vouchers Program (placing 160 PEH in interim housing)	$25,000
1E	Financial Assistance – Move-in Assistance (includes covering security deposits, mitigation funds, and host home support)	$60,896
1F	Landlord Incentives	$5,000
1H	Problem Solving (includes targeted financial assistance such as mediation, resource navigation, and negotiation services)	$6,766
2D	Case Management and Outreach Services – Arcadia (includes partial funding for a program director, homeless program coordinator, and two homeless navigators)	$71,000
3B	Homeless Prevention: Rental Assistance (includes rental assistance)*	$40,000
3C	Homeless Prevention: Financial Assistance (includes financial assistance-non-rental)*	$5,000
	TOTAL	$213,662

*Expenditures in these projects cannot begin before the completion of readiness activities and the approval of the SGVCOG.

Funding shall be disbursed on a reimbursement basis.

Invoices shall be submitted monthly on the 15th with supportive documentation attached.

CITY OF ARCADIA

STAFF REPORT

POLICE DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: PURCHASE ORDER WITH FLOCK SAFETY GROUP INC. FOR THE PURCHASE OF AUTOMATED LICENSE PLATE READER ("ALPR") CAMERA SUBSCRIPTION FOR 43 ALPR CAMERAS IN AN AMOUNT NOT TO EXCEED $129,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Arcadia Police Department utilizes a subscription-based system for 51 Automated License Reader ("ALPR") cameras. This subscription service, procured from Flock Safety Group Inc. ("Flock"), is renewed on an annual basis. A subscription-based system is the preferred model due to the ability to streamline maintenance, upgrades, and equipment, further enhancing the effectiveness of the cameras. The Flock ALPR camera subscription was purchased in phases, therefore, the renewal of 43 Flock ALPR cameras is scheduled for Fiscal Year 2025-26. The remaining eight cameras are scheduled for renewal in Fiscal Year 2026-27.

The Flock ALPR cameras have proven to be an effective tool in combating and preventing crime, and the Department would like to renew the Flock ALPR camera subscription for Fiscal Year 2025-26. It is recommended that the City Council approve the Purchase Order with Flock Safety Group Inc., for the purchase of an Automated License Plate Reader ("ALPR") camera subscription for 43 ALPR cameras, in an amount not to exceed $129,000. It is further recommended that the City Council delegate the authority to approve future renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

BACKGROUND

In 2008, the Police Department implemented an ALPR system to combat criminal activity, enhance productivity, and improve officer safety. The ALPR system automatically captures license plates from passing vehicles, as well as vehicles parked on a street or in a parking lot. Once the license plate is processed, the officer operating the ALPR (or the Department's Dispatch Center) is immediately notified whenever a license plate that is associated with the following criteria is identified: stolen vehicle, identification of vehicles connected to wanted felons, Amber Alerts, or any other public safety criteria determined by the Department.

In Arcadia, ALPR camera systems are located in fixed locations throughout the City. The ALPR system retains license plate data and vehicle photographs for a period of 30 days, which allows investigators time to review this data and locate vehicles associated with criminal activity in the City. Once potential vehicles are connected to a crime, investigators input license plate information that triggers an alert to all officers, providing a digital photo of the vehicle and pinpoint mapping of its current or previous location.

The ALPR system captures more vehicle data than any single officer could produce on their own. The ALPR system has resulted in numerous recoveries of stolen vehicles and provides timely alerts of criminally wanted vehicles entering the City, leading to arrests. In 2021, with the City Council's approval, the Department replaced the original ALPR camera system due to age-based malfunctions, transitioning from a purchase/ownership option to a subscription-based platform. A total of 20 cameras were acquired ("Phase 1"). The ALPR camera project was further expanded with the City Council's approval in 2023 adding 23 cameras ("Phase 2") and in June 2025, adding eight cameras. The three phases combined resulted in a total of 51 cameras.

DISCUSSION

The Flock ALPR camera system is a subscription-based platform that offers a range of features. For instance, the cameras are covered by an extended warranty program and service plan. In addition, the consultant is responsible for monitoring the cameras to ensure they are always performing to optimal standards. More importantly, Flock's all-inclusive price per camera includes hardware, software, SIM card and data plan, warranty maintenance, monitoring, and software upgrades.

Some additional benefits of the Flock Safety ALPR camera system include:

- Solar generated power, eliminating the need for the City to run connections to traffic signal poles for power;
- Detecting vehicles with no plates, temporary plates, dirty/covered plates, and accurate state detection;
- Effectively processing the black Legacy plates that lack illuminating features;
- Covering two traffic lanes (former cameras covered one lane), which increases coverage at the City's intersections;
- Data hosting on a cloud-based Criminal Justice Information System ("CJIS") system, eliminating the need for costly in-house servers; and
- Allowing the Department to share intelligence with neighboring agencies in L.A. County and law enforcement agencies nationwide.

The locations of the Flock ALPR cameras were strategically placed along the City's perimeter, in response to crime trends. Furthermore, the eight ALPR cameras in Phase 3 were specifically positioned to capture license plates along key exit routes near the Shops at Santa Anita, aiding in the development of leads on criminal suspects.

The renewal cost for the Flock ALPR cameras for Phases 1 and 2 amounts to $129,000, covering 43 cameras at a rate of $3,000 each. The Phase 3 ALPR cameras are not due for renewal until Fiscal Year 2026-27.

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

Sufficient funds in the amount of $129,000 have been allocated in the Fiscal Year 2025-26 General Fund Operating Budget.

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 the Purchase Order with Flock Safety Group Inc. for the purchase of Automated License Plate Reader ("ALPR") camera subscription for 43 ALPR cameras, in an amount not to exceed $129,000. It is further recommended that the City Council delegate the authority to approve any such one-year renewals to the City Manager, without having to return to the City Council for further authorization, provided that any financial increases remain within standard inflationary levels.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Flock ALPR Camera Subscription Quote

Flock Safety + CA - Arcadia PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Libby Landers
libby.landers@flocksafety.com
4047774113

Created Date: 01/08/2025
Expiration Date: 01/20/2025
Quote Number: Q-117609
PO Number:

flock safety

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 250 West Huntington Drive Arcadia, California 91007

Ship To: 250 West Huntington Drive Arcadia, California 91007

Billing Company Name: CA - Arcadia PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$69,000.00**
Flock Safety Flock OS			
FlockOS ™ -	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	23	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$69,000.00
Annual Recurring Subtotal:	$69,000.00
Estimated Tax:	$0.00
Contract Total:	$69,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

Flock Safety + CA - Arcadia PD

_____

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

_____

MAIN CONTACT:
Libby Landers
emily.atzen@flocksafety.com
4047774113

Created Date: 10/29/2025
Expiration Date: 11/08/2024
Quote Number: Q-106995
PO Number:

flock safety

PHASE 2

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 250 West Huntington Drive Arcadia, California 91007

Ship To: 250 West Huntington Drive Arcadia, California 91007

Billing Company Name: CA - Arcadia PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$60,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$60,000.00
Annual Recurring Subtotal:	$60,000.00
Estimated Tax:	$0.00
Contract Total:	$60,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

CITY OF ARCADIA

STAFF REPORT

LIBRARY AND MUSEUM SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: PURCHASE ORDER WITH AMAZON BUSINESS FOR BOOKS AND MATERIALS IN THE AMOUNT OF $50,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City has an Amazon Business Prime account in the amount of $160,000 for the purchase of office supplies, electronics, and other miscellaneous items across the entire organization. This year, the Library & Museum Services Department (the "Department") is purchasing significantly more books and materials through Amazon Business Prime. As a result, the Department desires to open a separate Purchase Order under the City's Amazon Business Prime account, in the amount of $50,000, for these purchases. A separate Purchase Order will help balance purchasing authority across the City, ensuring that the Library and Museum's purchases do not consume all the expenditure authority.

The need for these additional book and material purchases through Amazon are due to the closure of the Library's primary books vendor, as well as some potential cost savings. Through this Purchase Order, the City will piggyback off an OMNIA Partners cooperative purchasing agreement that was competitively bid by other agencies. These contracts are valid until January 2028, and sufficient funds are available in the Fiscal Year 2025-26 Operating Budget to support these expenditures.

It is recommended that the City Council approve a Purchase Order with Amazon Business for library books in the amount of $50,000, with the option to renew for an additional two (2) years at the discretion of the City Manager. It is further recommended that the City Council delegate the authority to approve such future

extensions, without having to return to City Council for subsequent approvals, provided that any changes to the financial terms remain within standard inflationary limits.

BACKGROUND

The City of Arcadia currently has a single Amazon Business account for the purchase of supplies. The Library & Museum Services Department, historically, has purchased some book and magazine items from Amazon, as needed, but less than $30,000 per year. This year, with the sudden closing of the Library's primary materials vendor, the Department is spending more with other book vendors, including Amazon Business. Amazon Business also just launched a book procurement feature specifically for libraries, which would provide greater savings and faster deliveries. As the total annual spend with Amazon Business continues to grow, a Purchase Order with Amazon Business, specifically for the purchase of library books and materials, would be beneficial. Tools for monitoring compliance and providing systematic order approvals would stay the same, with automated reports to track spending, view order approvals by department, and extended payment terms to support consolidated invoices.

DISCUSSION

Amazon Business offers a library program with exclusive benefits designed specifically for public libraries. All U.S. public library customers receive access to MARC (Machine-Readable Cataloging) records, which saves time creating individual records and provides discounted savings on books. Also included is free two-day shipping, and a dedicated hub for libraries to view new and upcoming releases. The Library Hub also allows for pre-orders until 90-days post publication.

The Amazon Business library program for public library customers is allowed by piggybacking on an OMNIA Partners contract, which is valid until January 18, 2028, bid through the Prince William County Public Schools. Currently, the City has an OMNIA Partners cooperative purchasing agreement in place for any Purchase Orders with Amazon Business, for office supplies and equipment. To prevent overloading the existing Purchase Order, establishing a second Purchase Order for library books and materials would give the Department greater flexibility to secure goods at a lower cost, while minimizing impacts to other City purchases.

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

Sufficient funds have been approved in the Department's Fiscal Year 2025-26 Operating Budget for this expense. By purchasing through Amazon Business and utilizing their library discount program, materials can be purchased at a lower rate.

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 Amazon Business for books and materials in the amount of $50,000, with the option to renew for an additional two (2) years. It is further recommended that the City Council delegate the authority to approve such renewals to the City Manager, without having to return to the City Council for subsequent approvals, provided that the pricing and other terms remain within standard inflationary limits.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Prince William County Schools (PWCS) Contract Number: R-TC-17006 Final
Attachment No. 2: Contract Renewal R-TC-17006-R2 Online Marketplace for Purchases
Attachment No. 3: PWCS Contract Renewal 1 Dec. 2021
Attachment No. 4: Renewal 3 R-TC-17006-Amazon Fully Signed
Attachment No. 5: PWCS Contract R2 Renewal expiring 1-18-2028
Attachment No. 6: Libraries One Pager Final

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th *day of* January 2017 *by,* **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,** *hereinafter referred to as the "Contractor" and* **Prince William County School Board, P.O. Box 389, Manassas, VA 20108,** *hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis B. Wilson Jr.
Authorized Signature

Prentis B. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

DocuSign Envelope ID: 189066A0-4379-4D02-99F3-838D1B3EAD70

CC OTH 00509992 2023 TR

PWCS
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Brett Tuson
Legally Authorized Signature

Purchasing: Colleen Keener
Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: October 30, 2023

Date: 11/6/2023

legal

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT RENEWAL

October 4, 2021

Amazon.com Services LLC
(Amazon Business)
Mike Kernish, Director
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #1
Contract # R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Kernish:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the first renewal of three renewals, each of the renewals to be an additional two (2) year period. The current contract term will expire on January 18, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than December 10, 2021. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with the **Prince William County School Board** listed as an **Additional Insured** as well as the Certificate Holder. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8096 or via email at FredriAM@pwcs.edu.

Sincerely,

Angela M. Fredrickson
Buyer

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Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2022 to January 18, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Mike Kernish — Legally Authorized Signature

Mike Kernish Authorized Signatory
Print Name & Title

Date: December 1, 2021

Purchasing: Anthony E. Crosby — Legally Authorized Signature

Anthony Crosby, CPPO
Supervisor of Purchasing, Acting

Date: 11/1/21

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

CONTRACT RENEWAL #3

August 21, 2025

Amazon.com Services LLC
(Amazon Business)
Brett Tuson
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #3
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with the "Contract Term" clause in the Contract. The current contract will expire on January 18, 2026.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than September 4, 2025.

If you have any questions on this matter, please contact me by phone at 703-791-8744 or via email at bakerax@pwcs.edu.

Sincerely,

Angie Baker

Angie Baker, VCA
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2026 to January 18, 2028 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: **X** No: _____

Rates to Remain the Same: Yes: **X** No: _____ If no, attach explanation and revised rates.
Revised rates shall be effective on January 18, 2026, upon PWCS signature below.

Vendor: Brett Tuson (912091519645 44E) _____
Legally Authorized Signature
Brett Tuson, Authorized Signatory

_____
Print Name & Title

Date: September 4, 2025

PWCS: Brian Burtner _____
Legally Authorized Signature

Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: Sep 9, 2025

BH

Signature: Brian Hall

Brian Hall (Aug 21, 2025 14:38:35 EDT)

Email: hallbm@pwcs.edu

Renewal 3 - R-TC-17006 - Amazon

Final Audit Report 2025-08-21

Created:	2025-08-21
By:	Angela Baker (BAKERAX@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxDUeObxcyg0ViZIL9MaCj2rhmpfgCJoc

"Renewal 3 - R-TC-17006 - Amazon" History

Document created by Angela Baker (BAKERAX@pwcs.edu)
2025-08-21 - 6:28:02 PM GMT- IP address: 204.122.110.251

Document emailed to Brian Hall (hallbm@pwcs.edu) for signature
2025-08-21 - 6:28:49 PM GMT

Email viewed by Brian Hall (hallbm@pwcs.edu)
2025-08-21 - 6:38:06 PM GMT- IP address: 104.47.70.126

Document e-signed by Brian Hall (hallbm@pwcs.edu)
Signature Date: 2025-08-21 - 6:38:35 PM GMT - Time Source: server- IP address: 204.122.110.142

Agreement completed.
2025-08-21 - 6:38:35 PM GMT

Renewal 3 - R-TC-17006 - Amazon - vendor signed

Final Audit Report 2025-09-09

Created:	2025-09-08
By:	Angela Baker (BAKERAX@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xgVXblBEs9sOMCCmhetKUrGrlEFJV05

"Renewal 3 - R-TC-17006 - Amazon - vendor signed" History

Document created by Angela Baker (BAKERAX@pwcs.edu)
2025-09-08 - 2:40:48 PM GMT- IP address: 204.122.110.142

Document emailed to Brian Burtner (burtneba@pwcs.edu) for signature
2025-09-08 - 2:41:20 PM GMT

Email viewed by Brian Burtner (burtneba@pwcs.edu)
2025-09-09 - 2:49:30 PM GMT- IP address: 204.122.110.162

Document e-signed by Brian Burtner (burtneba@pwcs.edu)
Signature Date: 2025-09-09 - 2:49:58 PM GMT - Time Source: server- IP address: 204.122.110.162

Agreement completed.
2025-09-09 - 2:49:58 PM GMT

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

CONTRACT RENEWAL #3

August 21, 2025

Amazon.com Services LLC
(Amazon Business)
Brett Tuson
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #3
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with the "Contract Term" clause in the Contract. The current contract will expire on January 18, 2026.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than September 4, 2025.

If you have any questions on this matter, please contact me by phone at 703-791-8744 or via email at bakerax@pwcs.edu.

Sincerely,

Angie Baker

Angie Baker, VCA
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2026 to January 18, 2028 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: **X** No: _____

Rates to Remain the Same: Yes: **X** No: _____ If no, attach explanation and revised rates.
Revised rates shall be effective on January 18, 2026, upon PWCS signature below.

Vendor: Brett Tuson _____ PWCS: Brian Burtner _____
Legally Authorized Signature — Legally Authorized Signature

Brett Tuson, Authorized Signatory — Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA

Print Name & Title — Supervisor of Purchasing

Date: September 4, 2025 — Date: Sep 9, 2025

BH

Signature: Brian Hall

Brian Hall (Aug 21, 2025 14:38:35 EDT)

Email: hallbm@pwcs.edu

Renewal 3 - R-TC-17006 - Amazon

Final Audit Report 2025-08-21

Created:	2025-08-21
By:	Angela Baker (BAKERAX@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxDUeObxcyg0ViZIL9MaCj2rhmpfgCJoc

"Renewal 3 - R-TC-17006 - Amazon" History

Document created by Angela Baker (BAKERAX@pwcs.edu)
2025-08-21 - 6:28:02 PM GMT- IP address: 204.122.110.251

Document emailed to Brian Hall (hallbm@pwcs.edu) for signature
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Renewal 3 - R-TC-17006 - Amazon - vendor signed

Final Audit Report 2025-09-09

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By:	Angela Baker (BAKERAX@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xgVXblBEs9sOMCCmhetKUrGrlEFJV05

"Renewal 3 - R-TC-17006 - Amazon - vendor signed" History

Document created by Angela Baker (BAKERAX@pwcs.edu)
2025-09-08 - 2:40:48 PM GMT- IP address: 204.122.110.142

Document emailed to Brian Burtner (burtneba@pwcs.edu) for signature
2025-09-08 - 2:41:20 PM GMT

Email viewed by Brian Burtner (burtneba@pwcs.edu)
2025-09-09 - 2:49:30 PM GMT- IP address: 204.122.110.162

Document e-signed by Brian Burtner (burtneba@pwcs.edu)
Signature Date: 2025-09-09 - 2:49:58 PM GMT - Time Source: server- IP address: 204.122.110.162

Agreement completed.
2025-09-09 - 2:49:58 PM GMT

Buy books on Amazon Business

Amazon Business brings together everything you love about Amazon - vast selection, unbeatable convenience, and exceptional value - with exclusive benefits designed specifically for libraries. Book buying has never been easier on Amazon Business.

No contracts. No fees. Just selection, savings, and convenience.

Introducing new book procurement features for libraries

Save 30-40% off list price on eligible preorder and new release print titles

Download MARC records immediately after purchase

Discover new and upcoming releases in the Library Hub

Why choose Amazon Business?

- *No hassle or fees:* All U.S. public and special library customers get free access to MARC records and exclusive savings on books.
- *Fast, free delivery:* Get your orders quickly with Business Prime same- to two-day shipping.
- *All your needs in one place:* Whether it's office supplies, IT peripherals, or books, we've got you.

Don't have an account yet? Sign up for free at business.amazon.com.

Learn more:

amazon.com/ab/library

Frequently Asked Questions

What is Amazon Business?

Amazon Business offers business-relevant selection, innovative tools and features, and the convenience and value of Amazon, allowing libraries of any size to simplify buying. Procurement leaders enjoy convenient shipping options on hundreds of millions of supplies across categories like office, IT, janitorial, and books. Customers also have access to a variety of business-tailored features and benefits, including Business Prime, business-only pricing and selection, approvals workflow, purchasing system integrations, payment solutions, tax exemptions, and dedicated customer support.

What books discounts are available to public libraries?

Amazon Business U.S. public library customers have access to library-only prices on eligible print books starting when they are available for pre-order until 90 days post-publication. Discounts will automatically reflect on book detail pages for logged-in U.S. public library customers. Discounts are subject to change and only apply to physical books sold directly by Amazon in the U.S. Discounts may not apply to certain titles.

How do I access MARC (MAchine-Readable Cataloging) records for my book purchases on Amazon Business?

Amazon Business provides brief MARC records for most physical books sold on Amazon. For these books, MARC records will be available to download immediately after placing the order, at no additional cost. After completing a book purchase on Amazon Business, visit amazon.com/ab/library to download available MARC records. Bookmark this page for easy access in the future.

What if there isn't enough inventory available for a certain title?

Amazon Business offers two ways to acquire bulk inventory: (1) the Bulk Buying Tool allows you to consolidate inventory from multiple suppliers, and (2) the Request For Quote option allows you to request a discounted price on single-SKU purchases over $10,000 or 999 units. Visit amazon.com/ab/bulk-order to get started.

Can I use my personal Amazon.com account to access these features?

No. You must be logged into your public library's Amazon Business account to download MARC records and access library-only pricing.

Why am I not seeing lower pricing as a public library?

Contact us at booksenterprise@amazon.com if your Amazon Business account is not receiving library-only pricing and you are a public library in the United States.

I'm part of a U.S. school library, can I access the new library features?

As a U.S. school library, you will have access to available MARC records. Depending on your Amazon Business account type, you may see library-specific or education-specific pricing on books. Contact us at booksenterprise@amazon.com if you're not seeing any discounts at all.

How can I submit feature requests?

We are continuing to build for libraries and would love to hear from you. Please submit any feature requests via this survey link: bit.ly/ABatALA2025.

CITY OF ARCADIA

STAFF REPORT

LIBRARY AND MUSEUM SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Library and Museum Services Director

SUBJECT: CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH INGRAM FOR LIBRARY MATERIALS IN THE AMOUNT OF $54,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

On June 17, 2025, the City Council approved a Purchase Order with Ingram in the amount of $115,000 to purchase books and materials. Ingram has been a secondary option to receive materials in a timely manner, behind Baker and Taylor, the Library's primary materials vendor. This fall, Baker and Taylor ceased operations altogether, making it necessary for the Library to transition to a new vendor to meet its ongoing needs. Ingram, the Library's secondary vendor, can meet the City's level of demand and provide newly released materials reliably and quickly with their vast inventories. To continue to purchase through Ingram, their current Purchase Order must be increased by an additional $54,000, with the funding already approved in the Fiscal Year 2025-26 Materials budget.

It is recommended that the City Council approve a Change Order to increase the Purchase Order with Ingram for library materials, in the amount of $54,000, for a total Purchase Order of $169,000 for Fiscal Year 2025-26.

BACKGROUND

The Arcadia Public Library traditionally orders materials from several vendors; however, the primary materials vendor provides the largest quantity of materials in a timely manner, offering volume discounts in costs and shipping. In Fiscal Year 2023-24, the Library opened a Request for Proposal ("RFP") process for a primary materials

vendor. As a result of the RFP process, Baker and Taylor was the top vendor selected to provide these services and Ingram ranked second. The City entered into contracts with both vendors at that time, with each contract being updated annually. Specifically, on June 17, 2025, the City Council approved a Purchase Order with Ingram in the amount of $115,000, with the expectation that Ingram would remain the City's secondary option for library materials.

DISCUSSION

Recently, the City became aware that Baker and Taylor ceased operations completely. Due to the Library's primary materials vendor closing its business, an increase of $54,000 is being requested to spend with Ingram over the remainder of this Fiscal Year. The increased Purchase Order with Ingram will allow the Library to meet its purchasing demands through a single vendor, in a timely manner, and with discounts and free shipping for many items.

The Change Order to the Purchase Order with Ingram does not result in an increase in the budget for the Library's materials, merely it reallocates the remaining purchasing authority from the primary vendor to the secondary vendor. For next Fiscal year, the Library & Museum Services Department will go out to bid again to select new primary and secondary materials vendors.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There are sufficient funds in the Library's Fiscal Year 2025-26 Operating Budget for the proposed increase in the Purchase Order with Ingram. There is no requested increase in the Library's budget as a result of the Purchase Order increase, rather, a greater share of the existing budget will be allocated to a vendor that can better meet the needs of the Library, and provide new materials in a timely fashion for the community.

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 Change Order to increase the Purchase Order with Ingram for library materials in the amount of $54,000, for a total Purchase Order of $169,000 for Fiscal Year 2025-26.

Approved:

Dominic Lazzaretto
City Manager

CITY OF ARCADIA

STAFF REPORT

DEVELOPMENT SERVICES DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: FINAL VESTING TRACT MAP NO. 82734 TO CONSOLIDATE 10 LEGAL LOTS, RE-SUBDIVIDE THE PROPERTY INTO SIX (6) LEGAL LOTS, INCLUDING ONE COMPREHENSIVE GROUND LOT AND FIVE (5) AIRSPACE LOTS FOR RESIDENTIAL UNITS, COMMERCIAL UNITS, AND PUBLIC PARKING AT 117-129 E. HUNTINGTON DRIVE AND 124-134 WHEELER AVENUE (THE "HUNTINGTON PLAZA" PROJECT)
CEQA: Exempt
Recommendation: Approve

SUMMARY

Tentative tract maps and final maps are required for all subdivisions and condominium projects. In accordance with Section 9105.05.050 of the Arcadia Development Code, the City Council shall approve a final map if it conforms to all requirements of the subdivision regulations of the Development Code and the Subdivision Map Act. Vesting Tentative Tract Map No. 82734 was conditionally approved by the Planning Commission on September 10, 2024, to consolidate 10 legal lots and re-subdivide the property into six (6) legal lots, consisting of one comprehensive ground lot and five (5) airspace lots, for the approved mixed-use development project known as “Huntington Plaza”, located at 117–129 E. Huntington Drive and 124–134 Wheeler Avenue.

Final Vesting Tract Map No. 82734 has met all applicable criteria for subdivision – refer to Attachment No. 1. Therefore, it is recommended that the City Council

approve Final Vesting Tract Map No. 82734, along with a Categorical Exemption under the California Environmental Quality Act ("CEQA").

BACKGROUND

On August 18, 2020, the City Council approved the Huntington Plaza Mixed-Use Development. This project consists of two separate five-story buildings spanning 10 parcels on either side of the east–west alley between Huntington Drive and Wheeler Avenue. The approved development includes 139 residential units, approximately 10,200 square feet of ground-floor commercial space, and both surface and subterranean parking.

The project design features a shared subterranean parking structure connecting the two buildings and extending beneath the existing alley. To accommodate this configuration, the developer has requested that the City vacate the portion of the alley located within the project boundaries. This vacation request also has been scheduled for the November 18, 2025, City Council agenda as a Public Hearing, and must be approved prior to the final tract map. The vacation is required because a final map cannot be recorded over an existing public right-of-way.

Since approval in 2020, the project has experienced several years of delays. Project delays are primarily due to the COVID-19 pandemic, a change in ownership, unforeseen development challenges, a fire that destroyed several vacant buildings on the project site, and changes to Southern California Edison's design requirements, which necessitated modifications to the building's mechanical systems and overall design. As a result, the original Vesting Tentative Tract Map expired in August 2024. A new map was subsequently approved by the Planning Commission on September 10, 2024, to extend the life of the project. However, the building permits will expire on December 31, 2025, if the alley is not vacated and the final tract map is not approved.

The proposed map consolidates the existing 10 legal lots and re-subdivides the property into six (6) new lots: one (1) comprehensive ground lot (Lot 1) and five (5) airspace lots to accommodate residential condominium units, commercial units, and residential and public parking.

A “comprehensive ground lot” represents the entire site area on the ground and is typically used in mixed-use airspace subdivisions, where a project involves the subdivision of land along with the creation of multiple airspace lots for residential, commercial, and parking uses. The project site encompasses properties located at 117–129 E. Huntington Drive and 124–134 Wheeler Avenue. Specifically, Lot 2 will contain residential parking and 55 public parking stalls; Lots 3 and 4 will contain retail parking; Lot 5 will include commercial units and retail parking; and Lot 6 will be comprised entirely of residential units.

The proposed map is essential to the Huntington Plaza Mixed-Use Project, as it allows the consolidation and subdivision of existing lots necessary for the approved development.

DISCUSSION

The Final Tract Map submitted by the Applicant/Property Owner satisfies all conditions of approval set forth in the Tentative Tract Map. All utilities within the alley have been removed, as required prior to the alley vacation and approval of this Map.

The Map has been reviewed by the Los Angeles County Department of Public Works – refer to Attachment No. 2. The Map has been found to be in substantial compliance with both the Tentative Map, as conditionally approved by the Planning Commission, and the subdivision regulations of the City’s Development Code and the State Subdivision Map Act. If approved, the Map is required to be filed with the Los Angeles County Recorder’s office for final recordation.

ENVIRONMENTAL ANALYSIS

Final Tract Map No. 82734 is Categorically Exempt from environmental review under the California Environmental Quality Act (“CEQA”), pursuant to Section 15332 of the CEQA Guidelines as an infill development project. The Planning Commission affirmed this finding and conditionally approved Tentative Tract Map No. 82734 at its regular meeting on August 18, 2024.

FISCAL IMPACT

There is no fiscal impact to the City by approving Final Tract Map No. 82734.

RECOMMENDATION

It is recommended that the City Council approve Final Vesting Tract Map No. 82734 with a Categorical Exemption under the California Environmental Quality Act ("CEQA"); and consolidate 10 legal lots and re-subdivide the property into six (6) legal lots, consisting of one comprehensive ground lot and five (5) airspace lots, for the approved mixed-use development project known as Huntington Plaza, located at 117–129 E. Huntington Drive and 124–134 Wheeler Avenue.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Final Tract Map No. 82734
Attachment No. 2: Letter of Compliance from Los Angeles County Department of Public Works

Attachment No. 1

Final Tract Map No. 82734

1 LOT
79,504 S.F.

TRACT NO. 82734

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

BEING A SUBDIVISION OF LOTS 25 THROUGH 30, INCLUSIVE, AND PORTIONS OF LOTS 5, 6, 7 AND 8, IN BLOCK 75 OF ARCADIA SANTA ANITA TRACT, AS PER MAP RECORDED IN BOOK 15, PAGES 89 AND 90, OF MISCELLANEOUS RECORDS, TOGETHER WITH A PORTION OF THAT CERTAIN ALLEY 20 FEET WIDE AS SHOWN ON THE MAP OF SAID ARCADIA SANTA ANITA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR LOT MERGING, LOT SUBDIVIDING, VACATIONING, AND CONDOMINIUM PURPOSES.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.
WE HEREBY DEDICATE TO THE CITY OF ARCADIA FOR PUBLIC STREETS, HIGHWAYS, AND OTHER PUBLIC USE AS SHOWN ON SAID MAP.

ARCADIA HUNTINGTON PLAZA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNERS)

BY: _____
JUN FENG – MANAGING MEMBER

BENEFICIARY'S STATEMENT

FIRST GENERAL BANK, BENEFICIARY, UNDER A DEED OF TRUST RECORDED NOVEMBER 04, 2022, AS INSTRUMENT NO. 20221048581, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

_____ _____
PRINT NAME PRINT NAME
TITLE TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON _____, BEFORE ME _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

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

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

WITNESS MY HAND AND OFFICIAL SEAL,

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

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

WITNESS MY HAND AND OFFICIAL SEAL,

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARCADIA HUNTINGTON PLAZA, LLC, ON JULY 17, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR
YOON LAI
PLS 8886
STATE OF CALIFORNIA

_____ _____
YOON LAI, P.L.S. 8886 DATE

CITY ENGINEER'S CERTIFICATE

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

_____
DATE CITY ENGINEER – CITY OF ARCADIA
NAME: _____
P.L.S./R.C.E. No. _____

CITY TREASURER'S CERTIFICATE

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

_____ _____
DATE CITY TREASURER – CITY OF ARCADIA

PLANNING COMMISSION'S CERTIFICATE

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF TRACT NO. 82734 WAS APPROVED AT A MEETING HELD ON_____DAY OF_____, 20__, I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

_____ _____
DATE SECRETARY OF THE PLANNING COMMISSION
CITY OF ARCADIA

FINANCE DIRECTOR'S CERTIFICATE

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

_____ _____
DATE FINANCE DIRECTOR
CITY OF ARCADIA

CITY CLERK CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ARCADIA BY MOTION PASSED ON _____ APPROVED THE ATTACHED MAP.

_____ _____
DATE CITY CLERK – CITY OF ARCADIA

COUNTY SURVEYOR'S CERTIFICATE

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

COUNTY SURVEYOR

BY: _____ DATE: _____
_____, DEPUTY

L.S. No. _____

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 139 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

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

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

BY_____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT MAP NO. 82734 AS REQUIRED BY LAW.

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

BY_____ DATE _____
DEPUTY

1 LOT
79,504 S.F.

TRACT NO. 82734

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

FOR LOT MERGING, LOT SUBDIVIDING,
VACATIONING, AND CONDOMINIUM PURPOSES.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°59'53"W OF THE CENTERLINE OF SANTA CLARA STREET AS SHOWN ON PARCEL MAP NO. 10724, RECORDED IN BOOK 111, PAGES 13–14 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

SIGNATURE OMISSION NOTES:

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436, (a)3A(i–viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

THE CITY OF ARCADIA, A CALIFORNIA MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC ALLEY SHOWN ON THE MAP OF ARCADIA SANTA ANITA TRACT RECORDED IN BOOK 15 PAGES 89 AND 90 OF MISCELLANEOUS RECORDS.

ANY PRIVATE EASEMENTS OR LESSER RIGHTS IN, TO OR OVER THAT PORTION OF SAID LAND LYING WITHIN THAT CERTAIN ALLEY SHOWN ON THE MAP OF ARCADIA SANTA ANITA TRACT RECORDED IN BOOK 15 PAGES 89 AND 90 OF MISCELLANEOUS RECORDS, BUT NOT LIMITED TO PRIVATE EASEMENTS FOR INGRESS AND EGRESS IN FAVOR OF THE OWNERS OF LOTS IN SAID ARCADIA SANTA ANITA TRACT, SUCH EASEMENTS HAVING BEEN ACQUIRED UNDER CONVEYANCES OF LOTS BY REFERENCE TO SAID MAP. THE PRESENT OWNERSHIP OF SUCH EASEMENTS ARE IMPRACTICAL TO DETERMINE.

SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AS DISCLOSED BY DOCUMENT RECORDED JANUARY 19, 1973 AS INSTRUMENT NO. 2607, OF OFFICIAL RECORDS.

THE CITY OF ARCADIA, A CALIFORNIA MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR ACCESS AND PARKING SPACES AS DISCLOSED BY DOCUMENT RECORDED DECEMBER 1, 2020 AS INSTRUMENT NO. 20201543091, OFFICIAL RECORDS, OF OFFICIAL RECORDS.

PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, DOING BUSINESS AS AT&T CALIFORNIA, HOLDER OF AN EASEMENT FOR AERIAL AND UNDERGROUND FACILITIES RECORDED SEPTEMBER 15, 2022 AS INSTRUMENT NO. 20220906211, OF OFFICIAL RECORDS.

ABANDONMENT NOTE:

I HEREBY CERTIFY THAT PURSUANT TO SECTION 66499.20.2 OF DIVISION 2 OF TITLE 7 OF THE STATE GOVERNMENT CODE, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT AND MERGER OF A PORTION OF THE ALLEY DEDICATED BY THE MAP OF PART OF ARCADIA SANTA ANITA TRACT, FILED IN BOOK 15, PAGES 89 AND 90 OF MISCELLANEOUS RECORDS, RECORDS OF LOS ANGELES COUNTY. THE PORTION OF SAID ALLEY NOW SHOWN WITHIN THE BOUNDARIES OF THIS MAP IS HEREBY ABANDONED.

_____ _____
CITY CLERK, CITY OF ARCADIA DATE

SCALE: 1"=50'

SHEET 3 of 6 SHEETS

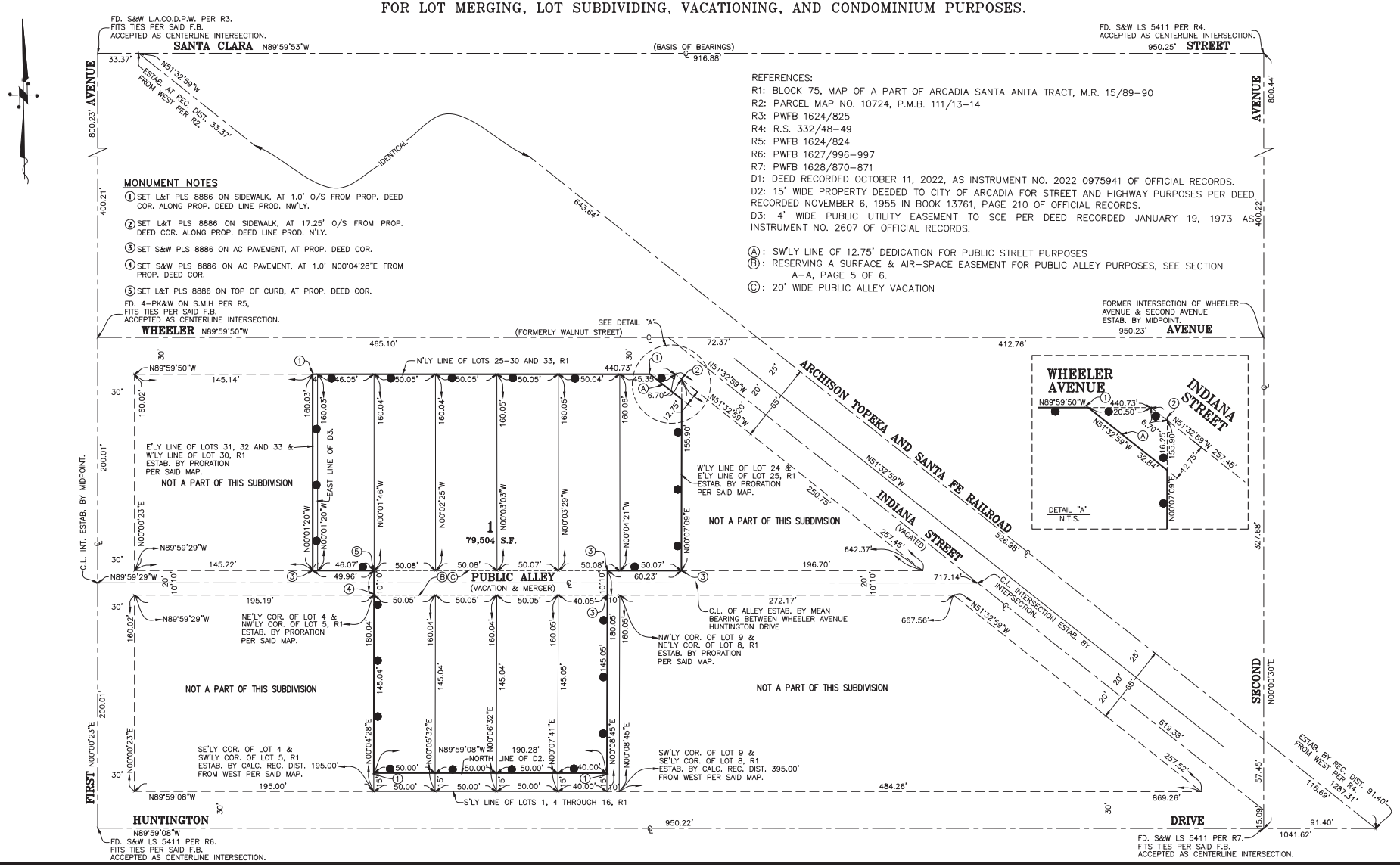
TRACT NO. 82734

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

FOR LOT MERGING, LOT SUBDIVIDING, VACATIONING, AND CONDOMINIUM PURPOSES.

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP



SCALE: 1"=50'

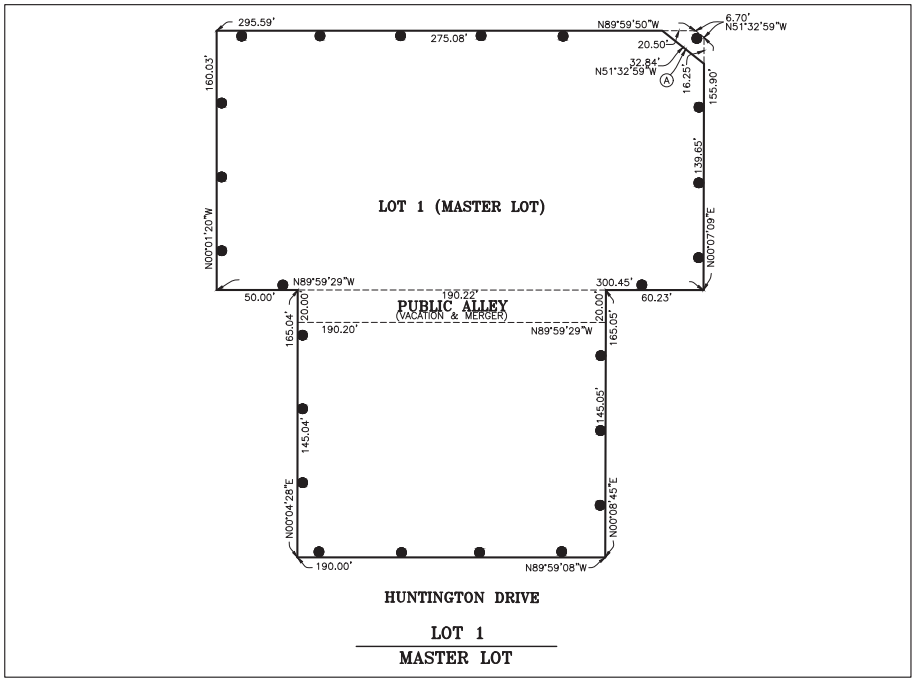
SHEET 4 of 6 SHEETS

TRACT NO. 82734

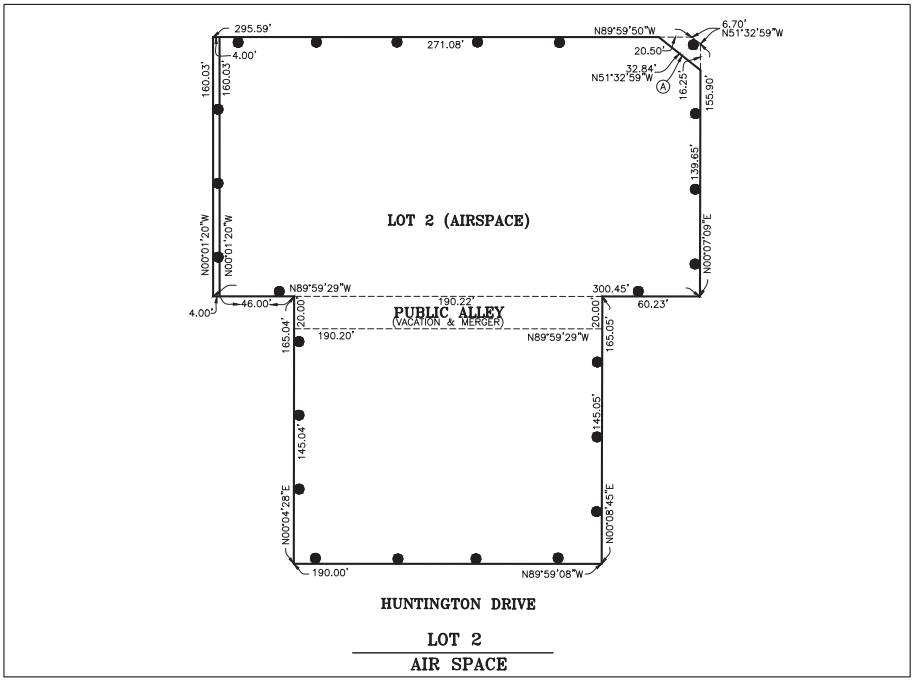
IN THE CITY OF ARCADIA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

MAP NORTH

FOR LOT MERGING, LOT SUBDIVIDING,
VACATIONING, AND CONDOMINIUM PURPOSES.



LOT 1
MASTER LOT



LOT 2
AIR SPACE

INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP

SCALE: 1"=50'

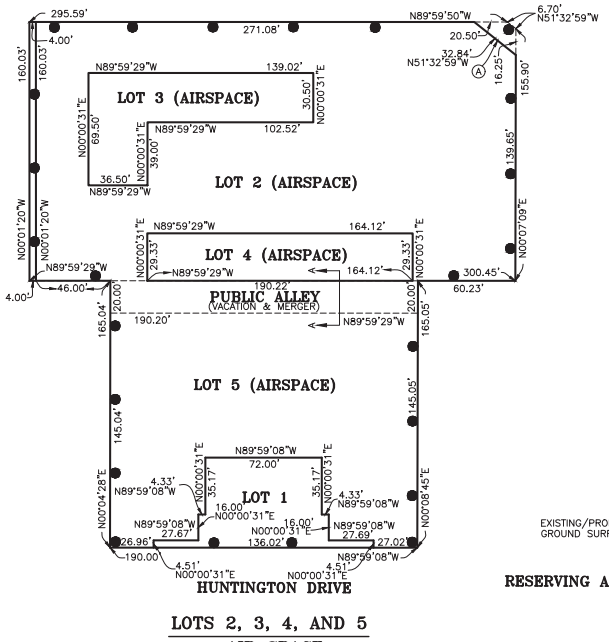
SHEET 5 of 6 SHEETS

TRACT NO. 82734

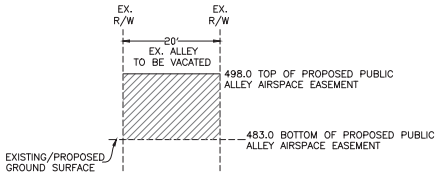
IN THE CITY OF ARCADIA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

MAP NORTH

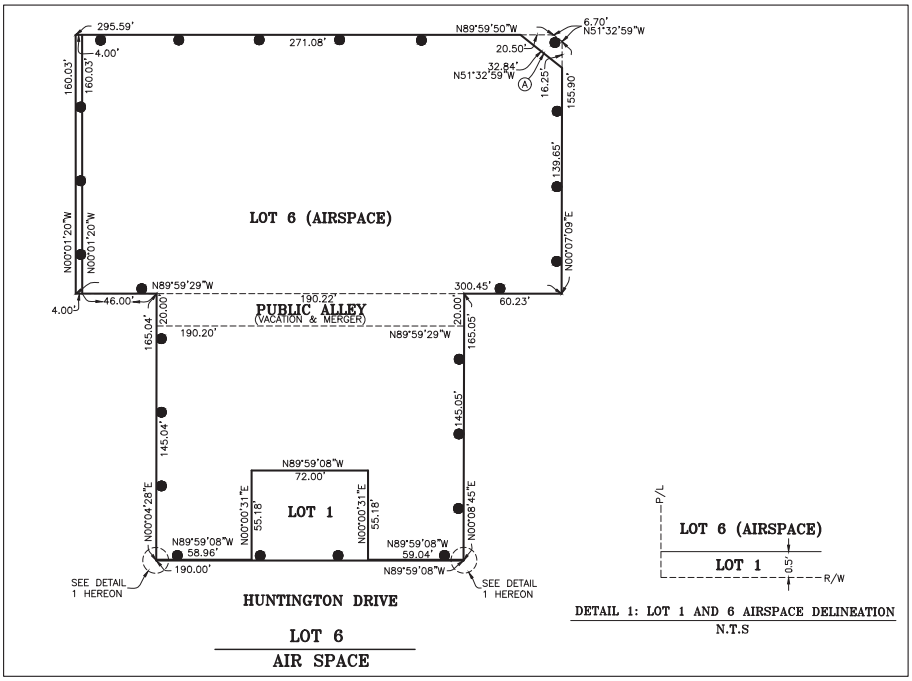
FOR LOT MERGING, LOT SUBDIVIDING,
VACATIONING, AND CONDOMINIUM PURPOSES.



LOTS 2, 3, 4, AND 5
AIR SPACE



RESERVING A SURFACE & AIRSPACE EASEMENT
FOR PUBLIC ALLEY PURPOSES
SECTION A-A
N.T.S



LOT 6
AIR SPACE

DETAIL 1: LOT 1 AND 6 AIRSPACE DELINEATION
N.T.S

INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP

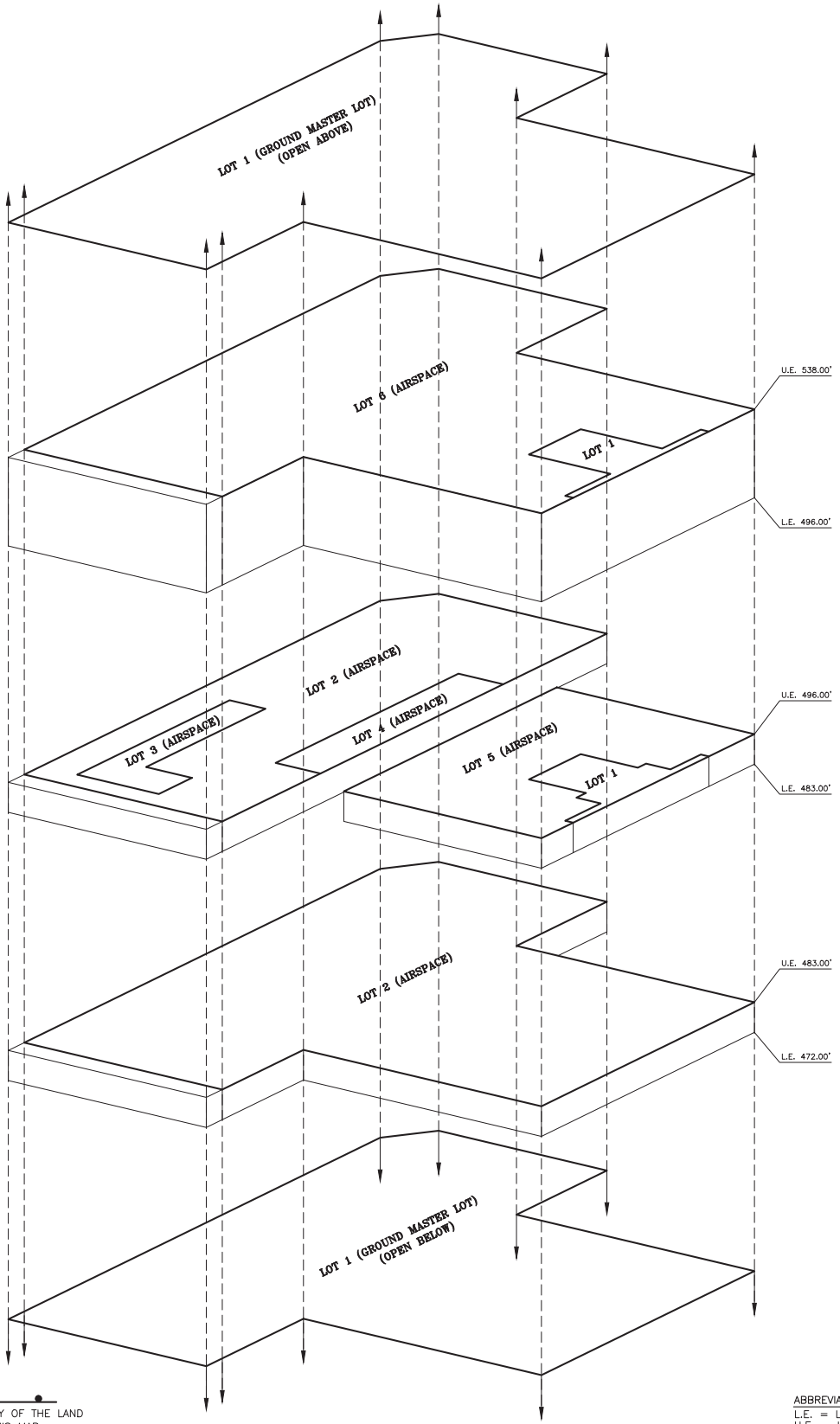
N.T.S

SHEET 6 of 6 SHEETS

TRACT NO. 82734

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

FOR LOT MERGING, LOT SUBDIVIDING,
VACATIONING, AND CONDOMINIUM PURPOSES.



INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP

ABBREVIATION LEGEND
L.E. = LOWER ELEVATION
U.E. = UPPER ELEVATION

Attachment No. 2

Letter of Compliance from L.A. County's Public Works Department

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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

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

December 21, 2023

IN REPLY PLEASE
REFER TO FILE: LD-2

Mr. Kevin Merrill
City Engineer
City of Arcadia
P.O. Box 60021
Arcadia, CA 91006-6021

Dear Mr. Merrill:

TRACT 82734

Tract 82734 (enclosed) has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

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

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

If you have any questions, please contact Mr. Max Rodriguez of Public Works, Land Development Division, at (626) 458-4915 or mrodrigue@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

JAMES H. CHON, PE
Assistant Division Engineer
Land Development Division

MR:kt
P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - TRACT\TR 82734 CITY LETTER (ARCADIA).DOCX

Enc.