

# CITY OF ARCADIA

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## City Council Regular Meeting Agenda



**Tuesday, May 3, 2022, 4:00 p.m.**

**Location: Police Department Community Room/Emergency Operations Center (EOC)  
250 W. Huntington Drive, Arcadia**

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

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

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

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

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### How to Submit Public Comment:

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

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

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

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

**如何提交公众评论意见：**

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

1. **亲自出席：**填写一张发言人卡片，注明议程项目编号，然后在会议开始前提交给市书记官，或者在市长询问公众发言时，直接到讲台上发言。每位发言人的发言时间不得超过五（5）分钟。市长可自行决定缩短发言限制时间，以便允许所有发言人向市议会表达自己的意见。

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

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

**CALL TO ORDER**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

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

**STUDY SESSION**

- a. Report, discussion, and direction regarding the proposed Operating Budget for Fiscal Years 2022-24, and Proposed Capital Improvement and Equipment Plan for Fiscal Years 2022-27.
- b. Report, discussion, and direction regarding proposed Charter Amendments and Ballot Measures for the November 8, 2022, General Municipal Election.  
Recommended Action: Provide Direction

**CLOSED SESSION**

- a. Report, discussion, and direction regarding Preliminary Workers' Compensation and Industrial Disability Retirement settlement.

- b. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation.

City Manager.

- c. Pursuant to Government Code Section 54957.6, conference with Labor Negotiators.

Agency Designated Representatives: Mayor Tom Beck, City Attorney Stephen P. Deitsch, and Assistant City Attorney Michael Maurer.

Unrepresented Employee: City Manager.

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

**1. CALL TO ORDER**

**2. INVOCATION**

Rabbi Sholom Stiefel, Chabad of Arcadia

**3. PLEDGE OF ALLEGIANCE**

Arcadia Boy Scouts of America Troop 2131

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

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

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

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

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

**8. PRESENTATIONS**

- a. Presentation of Proclamation and City tile plaque to Arcadia Senior of the Year Elizabeth Renfrew.
- b. Presentation of City Council Certificates to the Charter Review Committee Members for their dedicated work to update the City's Charter.

## 9. PUBLIC HEARING

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

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

- a. Review of the Planning Commission's approval of Conditional Use Permit No. CUP 21-05 with a categorical exemption under the California Environmental Quality Act ("CEQA") for a new Adult Day Care Center at 253 E. Foothill Boulevard.

Recommended Action: Adopt Resolution No. 7428 Affirming the Planning Commission's Decision

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

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

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

## 12. CONSENT CALENDAR

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

- a. Adjourned Regular Meeting Minutes of April 11, 2022, and Special and Regular Meeting Minutes of April 19, 2022.

Recommended Action: Approve

- b. Resolution No. 7429 approving the City of Arcadia Local Hazard Mitigation Plan.

Recommended Action: Adopt

- c. Mayor's Appointments of City Council Members to City Boards, Commissions, and Outside Governmental Agencies

Recommended Action: Receive and File

- d. Contract with Grigolla & Sons Construction Company to provide Construction Services for Huntington Drive sidewalk rehabilitation improvements along westbound Huntington Drive between Sunset Boulevard and Cortez Road in the amount of \$86,490.  
Recommended Action: Approve
- e. Municipal Right-of-Way Facilities Use Agreement with New Cingular Wireless PCS, LLC ("AT&T"), for use of City facilities for installation, operation, and maintenance of cellular equipment.  
Recommended Action: Approve
- f. Purchase Order with L.N. Curtis and Sons for the purchase of Hurst Edraulic Rescue Tools in the amount of \$61,900.  
Recommended Action: Approve
- g. Purchase of Ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$77,800.  
Recommended Action: Waive the Formal Bid Process and Approve

### **13. ADJOURNMENT**

The City Council will adjourn this meeting in memory of long time Arcadia resident Myron Tarkanian to Tuesday, May 17, 2022, 6:00 p.m. in the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

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

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

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

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

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

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

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

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

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

# 欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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



# STAFF REPORT

Office of the City Manager

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Michael Bruckner, Deputy City Manager  
Michael Maurer, Assistant City Attorney

**SUBJECT:** REPORT, DISCUSSION, AND DIRECTION REGARDING PROPOSED CHARTER AMENDMENTS AND BALLOT MEASURES FOR THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION  
**Recommendation: Provide Direction**

## **SUMMARY**

The City is in the process of reviewing and updating its Charter document in order to ensure it remains relevant and to comply with the spirit and intent of SB 415 and Ordinance No. 2352, which changed election dates and moved the City to by district elections. This process will conclude with a Charter Amendment being submitted to the voters for ratification at the November 8, 2022, general municipal election.

In order to achieve the City Council's goals, the City Council empaneled an Ad Hoc Charter Review Committee ("the Committee") consisting of Arcadia residents to review the City's Charter and make recommendations for amendments. The Committee met regularly and transmitted a draft amended Charter and proposed ballot measures to the City Council for further consideration.

At the March 18, 2022, Special Joint Meeting of the Charter Review Committee and Arcadia City Council, the City Council adopted most of the Committee's recommendations ("Attachment A"), but requested additional time and information regarding the following items: (1) ability to transition back to at-large voting; (2) district residency requirements for City Council Members; (3) term limits; and (4) changes to the elected City Clerk position.

It is recommended that the City Council provide direction on outstanding Charter Amendment questions, and direct staff to bring forward the documents necessary to adopt the proposed Charter amendments and/or ballot measures for voter ratification at the November 8, 2022, General Municipal Election.

## **BACKGROUND**

The City of Arcadia Charter was adopted at a special election held on April 24, 1951, and became effective on May 15, 1951, upon being certified by the California Secretary of State.

At the March 3, 2021, Study Session, the City Council voted to hold its next regularly scheduled election on November 8, 2022, to comply with the spirit and intent of SB 415 and Ordinance No. 2352, affirming the same. In order to avoid any potential legal challenges to future elections, the City Council requested that the City Manager prepare a Charter amendment for the November 8, 2022, general municipal election asking Arcadia voters to ratify moving the City's municipal elections from April to November in even numbered years, beginning with the 2024 election cycle. In addition, the City Manager shared that the City's Charter has not been updated since 1998 and the City Council may wish to revisit several of the provisions that are outdated.

In order to assist the City Council with recommendations for updating and modernizing the City's Charter, at the July 6, 2021, City Council Meeting, the City Council adopted Resolution No. 7356 empaneling an Ad Hoc Charter Review Committee consisting of Arcadia residents to review the City's Charter and make recommendations for amendments.

The Committee held its first meeting on October 14, 2021, and established a regular meeting schedule of twice per month. All meetings for the Committee were duly noticed in accordance with the Ralph M. Brown Act. All copies of the Committee's agendas and minutes can be found at [ArcadiaCA.gov/Charterreview](https://ArcadiaCA.gov/Charterreview). On February 18, 2022, the Committee concluded its review and made its formal recommendations on Charter amendments to the City Council.

At the March 18, 2022, Special Joint Meeting of the Charter Review Committee and Arcadia City Council ("Joint Meeting"), the City Council reviewed, discussed, and agreed with most of the Committee's recommendations, but requested additional time and information regarding the following items: (1) ability to transition back to at-large voting; (2) district residency requirements for City Council Members; (3) term limits; (4) timing of City elections; and (5) changes to the elected City Clerk position. The remainder of this report will largely focus on these issues.

## **DISCUSSION**

Below is a summary of the outstanding items that the City Council requested additional time and information to review and consider.

## **Section 400. City Council**

The section was edited to reflect the change from at-large to by-district voting in Arcadia. The Committee unanimously approved this amendment.

At the Joint Meeting, the City Council requested further discussions about the ability to transition back to at-large voting, or another voting system, should there be changes in State law that would allow the reversion. The Charter could be amended to allow the City Council to change its election process by Ordinance if an alternative election process becomes lawful, rather than requiring a full Charter amendment and citizen voting process. There is currently no imminent change to the California Voting Rights Act (“CVRA”) or other laws that would enable the City to move back to the at-large voting. Though unlikely, at least in the near-term, it is theoretically possible that constitutional, statutory, or case law ultimately changes the considerations for at-large voting or allows for other alternative systems. Thus, the question is whether to enable or restrict a future City Council, without voter approval, to modify the City’s election process.

The City Council had previously asked whether the Charter could restrict a future change in the election process to occur *only* in the event of a change in law. While practically this would be the intent, it may create a difficult nuance. If the change is the result of case law, whether a different mechanism is lawful may be unclear and involve an analysis of legal risks. Therefore, if the City Council wishes to give future bodies flexibility in this area, it may be necessary to write the authority quite broadly.

One additional option the City Council could consider is a supermajority requirement for a future City Council vote to return to at-large voting.

## **Section 401. Eligibility**

This section contains two outstanding items, which will be described separately below.

### District Residency

Section 401 was edited by the Committee to reflect that a Council Member must reside in the district for which they seek election or appointment. At the Joint Meeting, the City Council requested additional information regarding residency requirements for district-based voting, specifically if it would be possible to allow someone residing outside of the district to stand for election in the district. This could either be allowed at any time – as is done with the US House of Representatives, where residency is not required – or only when no candidates or just one candidate from within the district submitted nomination papers for a given election. The reasoning given for this would be to provide the greatest opportunity for contested elections in every district.

The City Attorney has researched the question regarding the residency requirement for district-based representation by election or appointment. The California Voting Rights Act

(“CVRA”) under Elections Code Section 14026(b) mandates “district-based elections” which are defined as, “a method of electing members to the governing body of a political subdivision in which the candidate **must reside** [emphasis added] within an election district that is a divisible part of the political subdivision and is elected only by voters within that election district.”

Further, under the Fair Maps Act, which applies to Charter cities, Government Code Section 34882 states that, “a person is not eligible to hold office as a member of a municipal legislative body unless he or she is otherwise qualified, **resides in the district** [emphasis added] and both resided in the geographical area making up the district from which he or she is elected and was a registered voter of the City at the time the nomination papers are issued to the candidate...”

The City Attorney has also concluded based on applicable State laws that in the event no individual seeks election from a particular district, the seat cannot be filled from someone who resides outside of the district. Based on the forgoing, it is recommended that the City Council adopt the Committee’s original recommendation regarding residency.

### Term Limits

The Committee also discussed the issue of term limits. The current Charter allows for two consecutive four-year terms, after which a Council Member must sit out at least one election cycle before running again. The Council Member could repeat this cycle indefinitely. The Committee has provided two recommendations for the City Council to consider.

1. Modify the limit to be a hard cap of three terms, which may be served consecutively; or,
2. Create a total limit of three terms; however, only two terms may be in consecutive order. Under this proposal a Council Member can serve a maximum of eight years and will be required to wait at least one election cycle before they can run for their final term.

Under either scenario, the Committee recommends that no past or current Council Member duly elected or appointed be able to serve more than three terms. The Committee unanimously approved the first recommendation; however, the alternate recommendation was approved by a 4-1 vote.

If the City Council elects to propose a lifetime cap, staff will need direction as to how the lifetime cap will apply to persons who have already served terms as Council Members. The Government Code requires term limits to be prospective only, but there is also case law stating that the setting of term limits is a municipal affair, meaning that a Charter City can set its own rules in this arena. If the City Council intends for the Charter to differ from statutory requirements, the City Council should clearly state that intent and how it would

apply to current Council Members or those that may run and be elected in November 2022.

Another point of discussion at the Joint Meeting was the idea of placing multiple term limit options on the ballot and to allow the voters to decide. While this is possible, it is not a recommended approach. In order to keep the election as simple as possible and to give voters clarity, it is recommended that the City Council choose a single desired term limit and submit it to the voters as part of the overall Charter amendment. This would also provide substantial cost savings for the election process.

### **Article V. City Clerk**

The Committee recommended that the elected City Clerk position be eliminated upon the expiration of the current term in 2024 or upon any vacancy in the current office. The City Manager would then have the authority to appoint a City Clerk to perform the powers and duties outlined in the Charter. Due to changes to the role of the City Clerk over time, the position has become largely ceremonial, with the vast majority of traditional City Clerk duties already being performed by professional staff in the City Manager's Office. The elimination of the elected City Clerk position would save the City money over time as the position is the only seat still elected citywide. The Committee unanimously approved this amendment.

At the Joint Meeting, City Clerk Glasco shared his thoughts about the importance of the role of an elected City Clerk. At this meeting, Mr. Glasco requested additional time to gather his thoughts about the implications of eliminating the position upon the conclusion of his term. The City Council proposed as an option having the elected City Clerk sunset in 2028, or upon vacancy, to enable Mr. Glasco to run for an additional term if desired.

In subsequent conversations with staff, Mr. Glasco has indicated that he agrees with the Committee's recommendation to eliminate the elected City Clerk position upon a vacancy in the current term or its expiration in 2024. Therefore, it is recommended that the City Council adopt the Committee's recommendation.

### **Section 1100. General Municipal Elections.**

Commencing with the November 8, 2022, General Municipal Election, all future City elections will be held on the first Tuesday after the first Monday in November, to coincide with statewide general elections. The Committee approved this change on a 3-1 vote. The dissenting vote was principled on the notion of home rule and that the state should not be dictating to the City about when our elections should occur.

At the Joint Meeting, the City Council, by a 3-1 margin, agreed with the Committee's recommended language; however, the Council agreed to carry this item forward for further discussion. Similar to the districting question, a Council Member had proposed to allow the City Council to change the election date back to April in even numbered years

if it made sense at a future date. Cities throughout the state have moved their elections to coincide with general elections to the point that no private companies exist any longer to assist with local elections. As a result, if the City chose to revert to an off-cycle election date, elections would be far more expensive due to the County's pricing structure on one-off elections. In addition, it is likely that the state will provide high levels of scrutiny to cities that have off cycle elections and modest turnout figures, since their stated goal is to lift voter turnout by mandating local elections on general election dates. Therefore, it is recommended that the City Council adopt the Committee's recommendation and permanently shift the election date to November.

### **Section 1208. Donations.**

At the Joint Meeting, staff requested direction from the City Council to add a section of the Charter specific to donations. Specifically, the new section would clarify the procedures for accepting Citywide donations and not just those for Library purposes. In consultation with the City Attorney, it is recommended that the City Council approve the following proposed language for Section 1218:

*"The Council may accept money, personal property, or real estate donated, devised, or bequeathed to the City and authorize the City Manager to carry out the terms and conditions of the donation, devise, or bequeathment. If no terms or conditions are attached to the donation, devise, or bequeathment, the Council may designate its use for any municipal purpose. The Council may establish procedures for the administrative acceptance of donations, devises, and bequeathments by ordinance or resolution."*

The idea here would be to specifically allow for the acceptance of donations generally, and to provide the City Council with a mechanism for setting limits on the City Manager's authority to accept them prior to needing City Council approval, which would be done by ordinance or resolution and could be updated easily over time.

### **Next Steps**

The City Council should provide direction on these outstanding items or any other recommendations made by the Charter Review Committee and staff.

Once a final series of Charter amendments has been selected, two public hearings must be held to receive public input on the proposed amendments. The public hearings require posting notices for 21 days and publishing notices 14 days prior to the hearings. There is sufficient time before the mid-August deadline to place a measure on the ballot to conduct the City Council review and required public hearings. Below is a proposed timeline of events:

March 18, 2022 – City Council Study Session (Completed)

May 3, 2022 – City Council Discussion (Completed)

May 17, 2022 – First Public Hearing

June 21, 2022 – Second Public Hearing  
July 16, 2022 – Last Day to Call for an Election (E-114)  
August 11, 2022 – Last Day to Place Measure on Ballot (E-88)

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA under Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines.

### **FISCAL IMPACT**

The costs of placing the Charter amendment on the November 8, 2022, ballot is estimated at \$119,600. For two measures, the estimated cost is \$136,000 or \$68,000 per measure. For three measures, estimated cost is \$144,000 or \$48,000 per measure. The costs for the November 8, 2022, election will be included in the Fiscal Year 2022-23 budget.

### **RECOMMENDATION**

It is recommended that the City Council provide direction on outstanding Charter Amendment questions and direct staff to bring forward the documents necessary to adopt the proposed Charter amendments and/or ballot measures for community ratification at the November 8, 2022, General Municipal Election.

Attachments: “A” - Study Session Staff Report  
“B” - Charter Amendments – Red Line



# STAFF REPORT

Office of the City Manager

**DATE:** March 18, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Michael Bruckner, Deputy City Manager  
Michael Maurer, Assistant City Attorney

**SUBJECT:** REPORT, DISCUSSION, AND DIRECTION REGARDING PROPOSED CHARTER AMENDMENTS AND BALLOT MEASURES FOR THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION  
**Recommendation: Adopt Committee Recommendations and Provide Direction**

## **SUMMARY**

The City of Arcadia Charter was adopted at a special election held on April 24, 1951, and became effective on May 15, 1951, upon being certified by the California Secretary of State. The City's Charter was last amended in 1998.

At the March 3, 2021, Study Session, the City Council voted to hold its next regularly scheduled election on November 8, 2022, to comply with the spirit and intent of SB 415 and Ordinance No. 2352, affirming the same. In order to avoid any potential legal challenges to future elections, the City Council requested that the City Manager prepare a Charter amendment for the November 8, 2022, general municipal election asking Arcadia voters to permanently ratify moving the City's municipal elections from April to November in even numbered years, beginning with the 2024 election cycle.

Since ballot measures can be a costly and time-consuming process, the City Council also directed the City Manager to provide additional amendments to the Charter to remove outdated provisions and provide the City Council more legislative flexibility for the administration of City services, in addition to streamlining municipal functions for 21<sup>st</sup> Century governance. For example, the Charter states that Council Members shall be elected at-large even though the City has transitioned to district-based elections.

In order to achieve the City Council's goals, at the July 6, 2021, City Council Meeting, the City Council adopted Resolution No. 7356 empaneling an Ad Hoc Charter Review Committee ("the Committee") consisting of Arcadia residents to review the City's Charter and make recommendations for amendments. The Committee held its first meeting on October 14, 2021, and met regularly during the ensuing months. On February 18, 2022,

the Committee concluded its review and voted to transmit the draft amended Charter and ballot measures to the City Council for further consideration.

It is recommended that the City Council adopt the recommendations of the Charter Review Committee, providing direction on outstanding Charter Amendment questions, and direct staff to bring forward the documents necessary to adopt the proposed Charter amendments and/or ballot measures for community ratification at the November 8, 2022, General Municipal Election.

## **BACKGROUND**

At the March 3, 2021, Study Session, the City Council voted to hold its next regularly scheduled election on November 8, 2022, to comply with the spirit and intent of SB 415 and Ordinance No. 2352, affirming the same. In order to avoid any potential legal challenges to future elections, the City Council requested that the City Manager prepare a Charter amendment for the November 8, 2022, general municipal election asking Arcadia voters to ratify moving the City's municipal elections from April to November in even numbered years, beginning with the 2024 election cycle. In addition, the City Manager shared that the City's Charter has not been updated since 1998 and the City Council may wish to revisit several of the provisions that are outdated.

In order to assist the City Council with recommendations for updating and modernizing the City's Charter, at the July 6, 2021, City Council Meeting, the City Council adopted Resolution No. 7356 empaneling an Ad Hoc Charter Review Committee consisting of Arcadia residents to review the City's Charter and make recommendations for amendments. On September 7, 2021, the City Council conducted interviews for prospective members of the Committee. Seven candidates were selected; however, shortly after the Committee was empaneled a Committee Member resigned. As a result, the Committee continued its work with six members. The Committee currently consists of the following:

James Helms, Jr. – Chairperson  
Dr. Sheng Chang – Vice Chairperson  
Lee Kuo  
Anthony Leung  
Jagdeep Singh  
Li Zhang

The Committee held its first meeting on October 14, 2021, and established a regular meeting schedule of twice per month, generally on Friday mornings at 10:00 a.m. in the City Council Chambers Conference Room. All meetings for the Committee were duly noticed in accordance with the Ralph M. Brown Act. All copies of the Committee's agendas and minutes can be found at [ArcadiaCA.gov/Charterreview](https://ArcadiaCA.gov/Charterreview). On February 18, 2022, the Committee concluded its review and has made its formal recommendation on

Charter amendments to the City Council, which are attached to this report and summarized below.

## **DISCUSSION**

The organizing principle of the Charter Review Committee was to review and update the City's Municipal Charter for 21<sup>st</sup> Century governance standards. At its second meeting on October 29, 2021, the Committee requested copies of relevant Charter sections considered for amendment from the following cities to use as a comparison: Alhambra, Big Bear Lake, Cypress, Irvine, Mountain View, Newport Beach, Pasadena, Santa Monica, and Temple City. In addition, the Committee was provided with a copy of the National Civic League *Model Charter City, Ninth Edition*, which offers a contemporary view on modern City Charters. The Committee also requested additional information on Charter cities by population, their last Charter update, City election dates by Charter, and public works contract authorities.

At the direction of the Committee, staff prepared a series of recommendations for the Committee to review and consider. In addition, Committee Members also offered their own recommendations to improve the Charter and the functions of City government as each section was reviewed and discussed. The following is a detailed summary of the Committee's major recommendations for the City Council to consider. Not every amended section is included below; however, the items listed reflect the most significant changes the Committee recommended. A copy of the red-lined version (Attachment "A") and a clean edited version (Attachment "B") of the proposed Charter amendments are included with this report.

### **Gender Pronouns and General Language Clean-up**

Throughout the current Charter, references to individual Council Members use the gender pronouns he/his/him. The language in the Charter was amended to be more gender neutral and was changed to they/their. Several dozen sections of the Charter were edited with this change. Further, position titles have changed over time and there are several edits throughout the document that make contemporary changes. The Committee unanimously approved these amendments where they exist throughout the Charter.

### **Section 400. City Council**

The section was edited to reflect the change from at-large to by-district voting in Arcadia. The Committee unanimously approved this amendment.

### **Section 401. Eligibility**

This section was edited to reflect that a Council Member must reside in the district for which they seek election or appointment.

The Committee also discussed the issue of term limits. The current Charter allows for two consecutive four-year terms, after which a Council Member must sit out at least one election cycle before running again. The Council Member could repeat this cycle indefinitely. The Committee has provided two recommendations for the City Council to consider.

1. Modify the limit to be a hard cap of three terms, which may be served consecutively; or,
2. Create a total limit of three terms; however, only two terms may be in consecutive order. Under this proposal a Council Member can serve a maximum of eight years and will be required to wait four years before they can run for their final term.

Under either scenario, the Committee recommends that no past or current Council Member duly elected or appointed can serve more than three terms. The Committee unanimously approved the first recommendation; however, the alternate recommendation was approved by a 4-1 vote.

#### **Section 402. Compensation**

City Council compensation was set at \$500 over 25 years ago. Staff proposed amending this section to set City Council compensation at a fixed amount that would then be indexed to annual inflation. The Committee was provided with a list of City Council compensation (Attachment "C") from the comparable group of cities selected by the Committee. The Committee recommended, on a 4-1 vote, that City Council compensation remain unchanged, and the proposed amendment was stricken. The dissenting vote was cast in support of increasing Council compensation to attract more working-class candidates.

#### **Section 403. Vacancies, Forfeiture of Office. Filling of Vacancies.**

Under the current Charter, the City Council has 30 days to fill a vacancy on the City Council. The Committee recommends that the amount of time be increased from 30 days to 60 days, which is consistent with the Government Code for General Law cities. This will allow more time for the City Council to advertise for applicants to fill the vacancy, conduct interviews, and deliberate.

This section was also edited to create a mechanism if the City Council fails to fill a vacancy or call for a Special Election to fill said vacancy. Under the Committee's recommendation, the City Clerk shall be charged with automatically calling for a Special Election if a vacancy is not filled after the 60-day period for appointment. The Committee unanimously approved these amendments.

**Section 404. Mayor – Mayor Pro Tempore.**

The Committee devoted significant time to reviewing procedures for the rotation of Mayor and Mayor Pro Tem. The Committee recommends that the Mayor and Mayor Pro Tem each serve a term of approximately 9.5 months so that each Council Member will have the opportunity serve in both positions during a 4-year term. The Committee also recommends that the City Council establish a procedure for implementing the rotation by ordinance or resolution. To that end, the Committee developed a draft procedure for the City Council to consider for formal adoption (Attachment “D”). The Committee also proposes an alternative amendment to include the language in Attachment “D” as the formal language to be included in this section of the Charter. The Committee approved this amendment and process by a 5-1-0 vote, with one abstention.

**Section 413. Proceedings.**

This amendment allows for the electronic casting of the ayes and noes in lieu of a roll call vote. This would allow for further technological improvements at City Council meetings. The Committee unanimously approved this amendment.

**Section 415. Adoption of Ordinances and Resolutions.**

At the start of each Council Meeting, a Council Member is asked to make a motion to read all ordinances and resolutions by title only and waive the reading in full. The proposed amendment removes the Charter requirement to provide a motion to waive the reading in full; however, a majority of the Council Members present may still request that an ordinance or resolution be read in full. The Committee unanimously approved this amendment.

**Section 416. Ordinances. Publication.**

The current City Charter requires an ordinance to be published in the City’s newspaper of record after adoption. Print newspapers no longer enjoy the wide appeal they used to and are a somewhat outmoded form of communication. In addition, the publishing of ordinances can be costly as well. This amendment does not eliminate the publishing in newspapers but does create an alternative option that ordinances be posted in at least three public places and on the City’s website in lieu of in the newspaper. Staff recommends that the City Council approve City Hall, the Community Center, and the Arcadia Public Library as the alternate sites. The Committee unanimously approved this amendment.

**Section 417. Adoption of Codes by Reference.**

This amendment eliminates the need to create three volumes of City Codes for inspection by the public. Instead, this Section would require a copy of the Code be available for

public review in the City Clerk's Office and also be available on the City's website. The Committee unanimously approved this amendment.

**Section 420. Publishing of Legal Notices.**

This amendment follows the framework outlined in Section 416 by removing the requirement to post in the City's newspaper of record and creating the alternative to post legal notices in at least three public places and on the City's website. The Committee unanimously approved this amendment.

**Article V. City Clerk**

The Committee recommends that the elected City Clerk position be eliminated upon the expiration of the current term in 2024 or upon any vacancy in the current office. The City Manager shall have the authority to appoint a City Clerk to perform the powers and duties outlined in the Charter. Due to changes to the role of the City Clerk over time, the position has become largely ceremonial, with the vast majority of traditional City Clerk duties being performed by professional staff in the City Manager's Office. The elimination of the elected City Clerk position will also save the City money over time as the position is the only seat still elected citywide. The Committee unanimously approved this amendment.

**Section 807. General Plan.**

At the direction of the City Attorney, this section adds language to the Charter to assert the City's right to home rule as it relates to land use policies. The California Legislature has become increasingly assertive in this area of municipal affairs. Should the City be required to defend its home rule authority, this additional Charter provision would strengthen the City's position. The Committee unanimously approved this amendment.

**Section 808. Human Resources Commission. Powers and Duties.**

Under the current Charter language, the Human Resources Commission must review all changes to job classifications and specifications and personnel rules and regulations, which are then sent to the City Council for adoption. This has significantly slowed down the City's ability to recruit for vacant positions and/or stagnated creativity from hiring managers who did not want to take the time to go through the lengthy process. Moreover, the Commission and City Council have typically had no comments on proposed amendments, so the steps have added little to no benefit to the organization. The Committee recommends that the Human Resources Commission role be redefined to serve as an independent, quasi-judicial hearing board solely related to appeals stemming from employee discipline and related matters, with job specifications and the like being the purview of the City Manager. The Committee unanimously approved this amendment.

**Section 809. Library Board of Trustees. Powers and Duties.**

From time to time, the Arcadia Public Library receives monetary gifts from the Arcadia Community to further its educational and service mission. Provisions in the current Charter require that the City Council accept all donations over \$1,000, which requires staff time to prepare reports for City Council consideration. The proposed amendment would allow the City Council to adopt a resolution or ordinance that would allow the City to accept donations administratively under threshold amounts as determined by the City Council. The Committee unanimously approved this amendment.

Upon further administrative review, staff is recommending that the amended donation provision in this section of the Charter be moved to a new section, Section 1218, where it can be more broadly applied to all donations received by the City and not just those for Library purposes. The City has traditionally applied the donation approval process citywide, although the current regulation only speaks to the Library specifically. Moving it to Section 1218 would memorialize past practice and provide better clarity. Staff recommends that a resolution be presented creating an administrative limit of \$10,000. Anything above that amount would require formal City Council approval.

**Section 1100. General Municipal Elections.**

Commencing with the November 8, 2022, general municipal election, all future City elections will be held on the first Tuesday after the first Monday in November, to coincide with statewide general elections. The Committee approved this change on a 3-1 vote. The dissenting vote was principled on the notion of home rule and that the state should not be dictating to the City about when our elections should occur.

**Section 1203. Capital Program.**

The current Charter defines a capital expenditure as an improvement in excess of \$30,000. While this limit was likely very practical 20 years ago, the cost of public improvements has increased exponentially over time and the limit does not create the same purchasing power it once did. The artificially low threshold amount results in substantial staff time to prepare corresponding procurement documents, and formally conduct the bidding process. Final procurement is further impeded by City Council approval of a purchase order of nominal value. The current threshold is also anti-competitive as contractors tend to withdraw bids or refuse to bid because of the time of procurement on low-value projects.

The Committee reviewed the definition of a capital expenditure for various cities and recommends that definition of a capital expenditure in Section 1203 be set by Council resolution or ordinance. This would allow the City Council to review and set a threshold amount which can be amended over time by additional City Council action instead of

requiring a future Charter amendment. The Committee unanimously approved this amendment.

Staff recommends that the definition of a capital project be established by resolution to \$60,000. A further explanation and corresponding amendment is detailed in the next section below.

### **Section 1212. Contracts on Public Works Projects.**

The Committee also reviewed the Public Works contract authority for various cities as well as requirements for General Law cities under the Government Code. Under the California Uniform Public Construction Cost Accounting Act, signatory cities receive an increase to their force accounts limits to \$60,000. If that value of the project is under \$60,000 the City can contract without bidding; between \$60,000 and \$200,000, they are required to use informal bidding; and above \$200,000 formal bidding is required.

While the City has its own procurement rules, regulations, and threshold amounts, aligning the City's definition of a capital project with its contract authority creates administrative efficiencies, economies of scale, and would generate significant cost savings over time. Like the previous section, the Committee recommends that the contract authority limit be set by Council resolution or ordinance to create capacity for adjustments over time. The Committee unanimously approved this amendment.

### *Additional Ballot Measures for Consideration*

#### **Sports Wagering Tax.**

The Committee discussed the utility of imposing a sports wagering tax and including the tax as a new Charter provision. At least one ballot measure has already qualified for the November 2022 ballot that would legalize sports wagering statewide and would allow Native American tribes and horse track operators to host a sports wager facility where betting can occur. Additional measures relating to sports wagering are also being proposed; however, it is unclear at this time which measures will qualify for the ballot or even whether they would be successful.

Should the qualified measure be approved by California voters, California Law would allow Santa Anita Park ("SAP") to host a sports wagering facility on their premises. If SAP were to establish a facility that offered similar amenities to other sports wagering facilities around the country, the impacts to Arcadia could be significant in terms of traffic, medical responses, and policing efforts. While the qualified measure does create a tax scheme for the state, the proposed measure provides no local revenue offset for the costs of providing these services.

The Committee deliberated on the idea of imposing a sports wagering tax and agreed by 4-1-1 vote that, “for the privilege of operating a sports wagering business, each business that receives wagers on sporting events, shall pay a tax of in the amount of up to three percent (3%) of the daily total of all sports wagers placed at the business inclusive of any fee or charge to place the wager. This tax would not apply to horse racing but would apply to all other sports wagers at the site. The Committee member casting the dissenting vote believed the subject of adding an additional tax for sports wagering was outside the scope of the Committee and the abstaining vote was undecided about the issue.

Because a tax on sports wagering will be new, it is difficult to estimate what the annual revenue will be. It is not inconceivable that the City could generate upwards of \$1 million from this tax annually to help offset the impacts to Arcadia’s infrastructure and services.

### **Transient Occupancy Tax.**

The Committee also discussed increasing the City’s Transient Occupancy Tax (“TOT”) from its current rate of 10%. The Committee reviewed TOT rates for all Los Angeles County cities (Attachment “E”). TOT rates in Los Angeles County cities range from 5% to 15%, with the vast majority of cities in the 10% - 12% range. By a 4-2 vote, the Committee agreed that the TOT should be raised to 12%. By increasing the rate to 12%, Arcadia will have a TOT rate similar to San Gabriel Valley cities like Alhambra, Monrovia, Monterey Park, Pasadena, San Dimas, and San Gabriel. The Committee members casting dissenting votes believed the subject of increasing the tax was outside the scope of the Committee and would have negative economic consequences on hotel operators and the tourism economy in Arcadia.

An increase in the TOT rate from 10% to 12% would generate an estimated additional \$730,000 in annual revenue.

### **November 2022 Ballot Questions & Outreach**

The Committee was also asked to recommend how many items and in what manner should the various proposals be placed before voters. Given the significance of the changes to the Charter, the Committee recommends that a single question be placed before the voters to adopt the Charter as proposed. The City Council also has the ability to place several questions on the ballot relating to the amendments if they believe that Arcadia voters should decide on specific matters separately. While this is an option, it is not without its drawbacks as voter fatigue and confusion may be mitigating factors for voter participation. Regarding the tax measures, the Committee recommends placing the sports wagering tax on the ballot in November 2022 and deferring the TOT increase to a later date.

The City cannot advocate for or against any particular initiative but does have an obligation to present facts and impartial analysis about the pros and cons of each

measure to Arcadia voters. In that regard, the City would conduct outreach similar to the effort for the Measure A sales tax increase adopted by Arcadia voters in June 2019 for any initiatives the City Council decides to move forward with.

### **Next Steps**

The City Council is requested to amend or approve the recommendations provided by the Charter Review Committee. Additional study sessions can be scheduled if the City Council requires more time or information to deliberate on these items.

Once a final series of Charter amendments has been agreed to, two public hearings must be held to receive public input on the proposed amendments. The public hearings require posting notices for 21 days and publishing notices 14 days prior to the hearings. There is sufficient time before the mid-August deadline to place a measure on the ballot to conduct the City Council review and required public hearings. Below is a proposed summary of events:

- March 18, 2022 – City Council Study Session
- April 2022 (TBD) – City Council Study Session (if necessary)
- May 3, 2022 – First Public Hearing
- June 7, 2022 – Second Public Hearing, Call for Election/Ballot Measures
- July 16, 2022 – Last Day to Call for an Election (E-114)
- August 11, 2022 – Last Day to Place Measure on Ballot (E-88)

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA under Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines.

### **FISCAL IMPACT**

The costs of placing the Charter amendment on the November 8, 2022, ballot is estimated at \$119,600. For two measures, the estimated cost is \$136,000 or \$68,000 per measure. For three measures, estimated cost is \$144,000 or \$48,000 per measure. Staff is also researching election consultant costs to assist with communication and outreach for any measures approved by the City Council for placement on the ballot. The costs for the November 8, 2022, election will be included in the Fiscal Year 2022-23 budget.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action is exempt under CEQA; adopt the recommendations of the Charter Review Committee, providing direction on

outstanding Charter Amendment questions; and direct staff to bring forward the documents necessary to adopt the proposed Charter amendments and/or ballot measures for community ratification at the November 8, 2022, General Municipal Election.

Attachments: Attachment "A" – Amended Charter (red-lined)  
Attachment "B" – Amended Charter (clean)  
Attachment "C" – City Council Compensation Matrix  
Attachment "D" – Section 404. Mayor – Mayor Pro Tem Procedure  
Attachment "E" – Transient Occupancy Tax ("TOT") Rates



**CITY OF ARCADIA, CALIFORNIA**

**CITY CHARTER  
As Amended  
19982022**

**CITY COUNCIL**

~~1997~~2021-~~1998~~2022

~~Sheng H. Chang~~

Sho Tay

~~Barbara D. Kuhn~~

Paul P. Cheng

~~Robert C. Harbicht~~

Tom Beck

~~Gary A.~~

~~Kovacic~~Roger

~~Chandler~~ Mary B.

Young

April A. Verlato

CITY CLERK

~~June D. Alford~~Gene

Glasco

CITY MANAGER

Dominic Lazzaretto

CITY ATTORNEY  
~~Michael H.~~  
~~Miller~~Stephen P. Deitsch

**CHARTER  
CITY OF ARCADIA  
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~~Eligibility~~ Elimination of Elected Office

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Chairperson

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**CHARTER  
CITY OF ARCADIA**

We, the People of the City of Arcadia, State of California, do ordain and establish this Charter as the organic law of the City under the Constitution of the State.

**ARTICLE I  
INCORPORATION AND SUCCESSION**

**Section 100. NAME AND BOUNDARIES.** The City of Arcadia, hereinafter termed the City, shall continue to be a municipal corporation under its present name, "City of Arcadia." The boundaries of the City shall be as established at the time this Charter takes effect, or as they may be changed thereafter in the manner authorized by law.

**Section 101. RIGHTS AND LIABILITIES OF THE CITY.** The City shall continue to own, possess, and control all rights and property of every kind and nature owned, possessed, or controlled by it at the time this Charter takes effect and shall be subject to all its debts, obligations, liabilities, and contracts.

**Section 102. ORDINANCES, CODES, AND OTHER REGULATIONS.** All ordinances, codes, resolutions, regulations, or portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until they shall have been duly repealed, amended, changed, or superseded by proper authority.

**Section 103. OFFICERS AND EMPLOYEES.** Subject to the provisions of this Charter, the present officers and employees shall continue to perform the duties of their respective offices and employments without interruption and for the same compensations and under the same conditions until the election or appointment and qualification of their successors and subject to such removal and control as herein provided.

**Section 104. EFFECTIVE DATE OF CHARTER.** This Charter shall take effect upon its approval by the Legislature of the State of California and any amendment hereto shall be effective when filed pursuant to the California Constitution.

## **ARTICLE II POWERS OF CITY**

**Section 200. POWERS.** The City shall have the power to make and enforce all laws and regulations in respect to municipal affairs, subject only to such restrictions and limitations as may be provided in this Charter and in the Constitution of the state of California. It shall also have the power to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State, by this Charter, or by other lawful authority, or which a municipal corporation might or could exercise under the Constitution of the State of California. The enumeration in this Charter of any particular power, duty, or procedure shall not be held to be exclusive of, or any limitation or restriction upon, this general grant of power. The City shall have the power and may act pursuant to procedure established by ordinance or any law of the State.

**Section 201. INTERGOVERNMENTAL RELATIONS.** The City may exercise any of its powers or perform any of its functions jointly, or in cooperation, by contract or otherwise, with any one or more cities, counties, states, or civil divisions or agencies thereof, or the United States or any agency thereof.

## **ARTICLE III FORM OF GOVERNMENT**

**Section 300. FORM OF GOVERNMENT.** The municipal government established by this Charter shall be known as the “Council-Manager” form of government.

**ARTICLE IV  
THE CITY COUNCIL**

**Section 400. CITY COUNCIL.** The City Council, hereinafter termed "Council," shall consist of five Councilmembers each representing a respective district within the City and elected to office ~~from the City at large~~ in the manner provided in this Charter. The term of office shall be four years. Alternatively, and successively, three four-year terms shall be filled at one general municipal election and two four-year terms at the next such election, consistent with the sequence of terms of Councilmembers existing on the effective date hereof. The term of a Councilmember shall commence on the first Tuesday following certification of their~~his~~ election and ~~they~~he shall serve until their~~his~~ successor qualifies. Any ties in voting shall be settled by the casting of lots.

Each Councilmember in office at the time this Charter takes effect shall continue in office until the end of the term for which ~~they~~he ~~was~~~~were~~ elected under the previous ~~charter~~Charter; an appointed Councilmember shall continue in office during such time as hereinafter provided.

**Section 401. ELIGIBILITY.** No person shall be eligible to hold the office of Councilmember unless that person shall reside in the City, shall be a resident of the district from which the Councilmember is elected or appointed, and shall be a registered voter of the City upon appointment or when nomination papers are issued. A Councilmember who has been elected or appointed for ~~two three, consecutive~~ four-year terms, including two years of any unexpired term, excluding part or all of any unexpired term, shall not be eligible to hold the office of Councilmember again until two years after expiration of the second consecutive term, regardless of redistricting. This section shall apply to all former duly elected or appointed Councilmembers and current Councilmembers holding office on the effective date of this Charter.

**Section 402. COMPENSATION.** ~~The members of the City Council shall receive no other compensation for their services, except as provided for below:~~

~~(a) The members of the City Council shall receive compensation in the amount of \$XXX.XX each month;~~

~~(b) Notwithstanding the amount provided for in paragraph (a) of this section, the compensation received by the members of the City~~

~~Council and Mayor shall be automatically increased effective July 1 of each year, in an amount equal to the increase in the Consumer Price Index (CPI) for the twelve month period immediately preceding July 1. As used in this section, the CPI shall be the index for All Urban Consumers for the Los Angeles, Long Beach, Anaheim Metropolitan Area (All items), provided by the United States Bureau of Labor Statistics or other comparable index as may be developed to take its place;~~

~~— (c) The members of the City Council and Mayor shall receive medical, dental, health, and other benefits of employment paid for by the City, provided these benefits are routinely and customarily available and paid for by the City to City miscellaneous employees. The members of the City Council and Mayor shall receive reimbursement and allowance for travel and for other expenses related to their fulfilling their official duties and the holding of public office upon the same terms and conditions applicable to City departmental directors. The sums received pursuant to this paragraph shall not be included for purposes of determining monthly compensation under paragraph (a) of this section.~~ Compensation for Councilmembers is hereby set, and from time to time shall be changed, in accordance with the schedule applicable to the City of Arcadia set forth in the provisions of the Government Code relating to salaries of Councilmembers in general law cities. Such compensation may be increased or decreased by an affirmative vote of a majority of the voters voting on the proposition at any election.

**Section 403. VACANCIES, FORFEITURE OF OFFICE.  
FILLING OF VACANCIES.**

(a) A vacancy shall exist on the Council, and shall be declared by the Council, if a Councilmember resigns, is legally removed other than by recall, dies, or forfeits ~~his-their~~ office.

~~(b)~~ A Councilmember shall forfeit ~~his-their~~ office if ~~they~~ (1) lacks at any time while holding office any qualification for election prescribed by this Charter or by law, (2) violates any provision of this Charter, (3) is convicted of a crime involving moral turpitude, (4) without consent of the Council is absent from all regular Council meetings for a period of sixty consecutive days and the first regular meeting thereafter, said period to be computed from the last regular Council meeting ~~they~~ attends,

~~(e)~~(b) (5) or accepts or retains any other elective public office. A declaration by the Council of a vacancy resulting from forfeiture of office shall be subject to judicial review, provided that within two weeks after such declaration an appropriate action, or proceeding, for review is filed in a court having jurisdiction of the action or proceeding. During the pendency of any such action or proceeding, anyone appointed by the Council to fill such vacancy shall have all the rights, duties, and powers of a Councilmember, and continue in such office as provided herein unless and until said court rules the declaration of the Council invalid and such ruling has become final.

(c) Any vacancy on the Council shall be filled by a majority vote of the remaining Councilmembers within ~~thirty-sixty~~ days after the vacancy occurs. If more than one vacancy exists, successive appointments shall be made, and each appointee shall participate in any succeeding appointment. If the Council fails, for any reason, to fill such vacancy within said ~~thirtysixty~~-day period, it shall forthwith call an election for the next established election date. for the earliest possible date to fill such vacancy.

~~(d)~~ In the event the Council does not call an election within sixty days of the effective date of the vacancy, the City Clerk shall call a special election to fill the vacancy, provided that the term of the vacant office does not expire at the next established election date. The special election shall take place at the next established election date. A special election called by the City Clerk shall be conducted by the County of Los Angeles and shall follow the same procedures as the most recent general municipal election for a vacant district seat. The City Clerk shall take any actions, including adoption of resolutions, necessary to effectuate the

~~special election. The City Clerk shall call the special election within five working days. To effectuate this section, the City Manager shall have the powers to (i) expend funds of the City to pay for the costs of the special election, and (ii) in the absence of the City Clerk, to appoint an acting City Clerk to take any necessary actions under this section. A person appointed by the Council to fill a vacancy shall hold office until the next general municipal election and until theirhis successor qualifies; provided upon the occurrence of a second vacancy more than one year prior to the next general municipal election at a time an appointee is holding office, a special election shall be held forthwith to fill any vacancy and any office held by an appointee. At said election, Councilmembers shall be elected to serve for the remainder of the unexpired terms. A Councilmember elected to fill a vacancy shall hold office for the remainder of the unexpired term.~~

~~(d)~~

~~(e) For purposes of this section, "established election dates" are the dates established in California Elections Code section 1000, or any successor statute or amendments, unless the Council establishes additional or alternative election dates by ordinance. The "next" established election date is the established election date that is at least 114 days away.~~

~~(e)~~

~~(f) The Council shall provide by ordinance or resolution for the continuity of the Council in the event that five vacancies simultaneously exist on the Council. If less than a quorum of Council seats are filled, the remaining Councilmembers may meet and take action to consider, deliberate on, and make appointments until a quorum is achieved.~~

**Section 404. MAYOR - MAYOR PRO TEMPORE.** ~~The offices of Mayor and Mayor Pro Tem shall be filled automatically by rotation among the Councilmembers with each serving a term of approximately nine (9) and one-half (1/2) months. It is the intent of this provision that the Councilmember for each Council district to serve as Mayor and Mayor Pro Tem once during a four-year term. The Council shall adopt an appropriate procedure for implementing this requirement by ordinance or resolution.~~

~~By the affirmative votes of not less than three Councilmembers, the Council shall elect one of its members as Mayor, and one of its members as Mayor Pro Tempore, upon the following occasions:~~

~~(a) In even-numbered years, at the regular Council meeting held~~

~~for the purpose of canvassing the results of the general municipal election; and~~

~~(b) In odd numbered years, at the second second regular Council meeting held during the month of AprilDecember; or~~

~~(c) At such other times as a majority of the Council shall so order. The Council may, by ordinance or resolution, establish a procedure for the selection of, or for the succession of, the Mayor and Mayor Pro Tem.~~

The Mayor shall preside at Council meetings; ~~He~~ shall be the chief official of the City for all ceremonial purposes; ~~and, He~~ shall perform such other duties consistent with ~~his~~the office as may be prescribed by the Council. The Mayor Pro Tempore shall perform the duties of the Mayor during ~~his~~their absence or disability.

Both the Mayor and Mayor Pro Tempore shall have a voice and a vote in all proceedings of the Council.

**Section 405. POWERS VESTED IN THE COUNCIL.**

All powers of the City shall be vested in the Council except as otherwise provided in this Charter.

**Section 406. PROHIBITIONS.**

**(a) HOLDING OTHER OFFICES.**

No Councilmember shall hold any other City office or City employment, and no former Councilmember shall hold any compensated City office or City employment until two years after leaving the office of Councilmember.

**(b) INTERFERENCE IN ADMINISTRATIVE SERVICE.**

~~(b)~~ Neither the Council nor any of its members shall interfere with the execution by the City Manager of ~~his~~the City Manager's powers and duties, or order, directly or indirectly, the appointment by the City Manager or by any of the departmental officers in the administrative service of the City, of

any person to an office or employment or [their](#) removal therefrom. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service under the City Manager solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately.

**Section 407. REGULAR MEETINGS OF THE COUNCIL.**

The Council shall hold regular meetings at least twice each month at such times as it shall fix by ordinance or resolution, except that the Council may hold only one regular meeting in up to four months each fiscal year. At any time a regular meeting falls on a holiday, such meeting shall be held on the day designated by motion of the City Council or cancelled in accordance with this section.

**Section 408. SPECIAL MEETINGS.**

Special meetings may be called at any time by the Mayor or by three members of the Council ~~by delivering, personally or by mail, written notice to each Councilmember and to each local newspaper of general circulation, radio, and television station requesting notice in writing. Such notice must be delivered personally or by mail at least twenty four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting. Such written notice may be dispensed with as to any Councilmember who at or prior to the time the meeting convenes files with the Clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any Councilmember who is actually present at the meeting at the time it convenes. Notice of special meetings shall be given in accordance with the Ralph M. Brown Act, commencing with Section 54950 of the Government Code~~

**Section 409. ADJOURNED MEETINGS.** Any regular, adjourned regular, special, or adjourned special meeting may be adjourned to a time and place specified in the order of adjournment. Any adjourned regular meeting is a regular meeting for all purposes.

**Section 410. QUORUM.** Subject to other provisions of this Charter, three Councilmembers shall constitute a quorum to do business, but a lesser number may adjourn from time to time or compel the attendance of other ~~councilmembers~~ Councilmembers in such a manner and under

such penalties as the Council may have provided.

**Section 411. OPEN MEETINGS. RALPH M. BROWN ACT.** All meetings of the Council shall be open to the public, provided the Council may adjourn to an executive session as provided by law. The provisions of the Ralph M. Brown Act, commencing with Section 54950 of the Government Code, shall apply to all meetings of the Council.

**Section 412. PLACE OF MEETINGS.** All Council meetings shall be held in the Council Chamber of the City Hall, or in a place to which any meeting may be adjourned. If, by reason of fire, flood, or other emergency, it shall be unsafe to meet in the Council Chamber, the meetings may be held for the duration of the emergency at a place designated by the Mayor, or if ~~he~~they the Mayor should fail to act, by three members of the Council. A Council meeting may be held at, or adjourned to, a publicly accessible telephonic or electronic location.

**Section 413. PROCEEDINGS.** The Council shall cause the City Clerk to keep a correct record of all its proceedings. The Council may establish rules for the conduct of its proceedings. It may evict any member or other person for disorderly conduct at any of its meetings. Each member of the Council shall have the power to administer oaths and affirmations in any proceeding pending before the Council. The Council shall have the power to compel the attendance of witnesses, to examine them under oath, and to compel the production of evidence before it. Subpoenas shall be issued in the name of the City, signed by the Mayor, and be attested by the City Clerk. Disobedience of such subpoenas, or the refusal to testify, shall constitute a misdemeanor; the Mayor shall report such disobedience to a judge of the Superior Court for further proceedings under the provisions of the Government Code.

Upon adoption of any ordinance, resolution, or order for payment of money, or upon the demand of any member, the City Clerk shall call the roll and shall cause the ayes and noes taken on the question to be entered in the minutes of the meeting. The electronic casting of ayes and noes may be conducted in lieu of a roll call vote.

**Section 414. ~~CITIZEN-PUBLIC~~ PARTICIPATION.** Any ~~citizen~~member of the public, personally or through counsel, shall have the right to present grievances at any regular meeting of the Council regarding any matter that is within the subject matter jurisdiction of the

| [Council](#), or offer suggestions for the betterment of municipal affairs.

1.

**Section 415. ADOPTION OF ORDINANCES AND RESOLUTIONS.** With the exception of ordinances which take effect upon adoption, referred to in this Article, no ordinance shall be adopted by the Council on the day of its introduction, nor within five days thereafter, nor at any time other than at a regular or adjourned regular meeting. At the time of its introduction an ordinance shall become a part of the proceedings of such meeting in the custody of the City Clerk. At the time of adoption of an ordinance or resolution it shall not be read in full, unless ~~after the reading of the title thereof, the further reading thereof is waived~~reading in full is requested by ~~unanimous~~ consent of ~~a majority of~~ the Councilmembers present and voting. In the event that any ordinance is altered after its introduction, it shall not be finally adopted except at a meeting held not less than five days after the date upon which such ordinance was altered. Correction of a typographical or clerical error shall not constitute an alteration within the meaning of the foregoing sentence.

Unless otherwise required by this Charter, the affirmative votes of at least three Councilmembers shall be required for the enactment of any ordinance or resolution, or for the making or approving of any order for the payment of money.

All ordinance and resolutions shall be signed by the Mayor and attested by the City Clerk.

**EMERGENCY ORDINANCES.** Any ordinance declared by the Council to be necessary as an emergency measure for preserving the public peace, health, or safety and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if it is read in full and passed by at least four affirmative votes or, if less than four Councilmembers are present, then by unanimous vote of the Councilmembers present. ~~Reading in full can be waived by the affirmative vote of four (4) Councilmembers.~~

**Section 416. ORDINANCES. PUBLICATION.** The City Clerk shall cause each ordinance, or a summary of each ordinance, to be published at least once in the official newspaper within fifteen days after its adoption; provided, however as an alternative, that when an ordinance

~~solely pertains to the municipal affairs of the City, except as otherwise provided by this Charter or by ordinance of the Council, the City Clerk may satisfy the publication requirement by posting the ordinance in at least three public places in the City as designated by the Council and posted on the City's ~~online~~ website or other publicly available City-controlled internet site. presence in lieu of such publication.~~

**Section 417. ADOPTION OF CODES BY REFERENCE.**

Detailed regulations, pertaining to any subject, when arranged as a comprehensive code may be adopted by reference by the passage of an ordinance for such purpose. Such code need not be published in the

~~\_manner required for other ordinances, but not less than three copies thereof shall be filed for use and examination by the public in the office of the City Clerk, prior to the adoption thereof. Subsequent amendments to sections of such code shall be enacted in the same manner as herein required for the enactment of ordinances. A copy~~Copies of any adopted code of regulations shall be made available for inspection in the City Clerk's Office or available for purchase at a reasonable price.

**Section 418. THE ARCADIA MUNICIPAL CODE.** The Arcadia Municipal Code may be amended, repealed, or added to in whole or in part by ordinance. Said Code may be rearranged and renumbered and thereupon adopted by reference in the same manner as set forth in Section 417, above.

**Section 419. ORDINANCE. WHEN EFFECTIVE.** An ordinance shall become effective on the thirty-first day after its adoption, or at any later date specified therein, except the following, which shall take effect upon adoption:

- (a) An ordinance calling or otherwise relating to an election.
- (b) An improvement proceeding ordinance adopted under some law or procedural ordinance.
- (c) An ordinance declaring the amount of money necessary to be raised by taxation, fixing the rate of taxation, levying the annual tax upon property, or levying any other tax.
- (d) An emergency ordinance adopted in the manner provided for in this Charter.

**Section 420. PUBLISHING OF LEGAL NOTICES** ~~In the~~  
The publication of legal notices or other matters solely pertaining to the municipal affairs of the City, except as otherwise provided in this Charter or by ordinance of the Council, may be accomplished by (1) posting copies thereof at three or more public places in the City as designated by the Council and posted on the City's website. or: (2) publishing thereof in the official newspaper.

The publication of legal notices or other matters that do not solely pertain to the municipal affairs of the City shall be published in a manner consistent with applicable law.

The newspaper with which the Council contracts for publication of legal notices shall be deemed the official newspaper.

~~event that there is more than one newspaper of general circulation in the City, the Council, annually, prior to the beginning of each fiscal year, shall solicit bids and contract for the publication of all legal notices or other matter required to be published in a newspaper of general circulation, during the ensuing fiscal year. If there is only one newspaper of general circulation in the City, then the Council shall have the power to contract with such newspaper for the publishing of such legal notices and other matter without soliciting bids therefor. If the City has a contract with a newspaper of general circulation in the City, it shall be deemed to be the official newspaper.~~

~~If there is no newspaper of general circulation in the City, or if such a newspaper will not contract with the City at rates which do not exceed those charged private persons, and the Council has not designated an official newspaper, then such notices and other matter, and notices required to be published in the official newspaper, shall be published by posting copies thereof at three or more public places in the City as designated by the Council.~~

No defect or irregularity in proceedings taken under this section; ~~or failure to designate an official newspaper,~~ shall invalidate any publication where the same is otherwise in conformity with this Charter or law.

## ARTICLE V CITY CLERK

**Section 500. CITY CLERK.** There shall be a City Clerk who shall be appointed by the City Manager. ~~elected at large for a term of four years. The term of the City Clerk shall commence on the first Tuesday following certification of their election, and shall serve until their successor qualifies., commencing on the first Tuesday following his election, and who shall serve until his successor qualifies.~~

~~**Section 501. CONTINUATION OF PRESENT CITY CLERK.** The City Clerk in office at the time this Charter takes effect, or his successor, shall continue in office during the term which commenced April 16, 1968, and shall serve until his successor qualifies.~~

~~**Section 501.2. ELIGIBILITY.** No person shall be eligible to hold the office of City Clerk unless they are ~~he~~ is a legally registered voter and resident of the City. The City Clerk shall engage in no other business or occupation except as may be permitted by the affirmative vote of four members of the Council.~~

~~Section 5023. VACANCIES. FORFEITURE OF OFFICE. FILLING OF VACANCIES. The provisions of Section 403, subdivisions (a) and (b) hereof, relating to vacancies on the Council, shall apply to the office of City Clerk in the same manner as they apply to the office of Councilmember. After declaring a vacancy, the Council by a majority vote of its members shall fill such vacancy by appointment. Said appointee shall serve until the expiration of the unexpired term or~~

~~until the next municipal election, whichever shall first occur. At said election a clerk shall be elected to serve for the remainder of any unexpired term.~~

~~**Section 5034. COMPENSATION.** Compensation for the City Clerk shall be set by resolution or ordinance.~~

**Section 50145. POWERS AND DUTIES.** The City Clerk shall:

(a) Attend all meetings of the Council and be responsible for the recording and maintaining of a full and true record of all of the proceedings of the Council. ~~in books that shall bear appropriate titles and be devoted to such purpose.~~

(b) Maintain separate ~~books~~files, in which shall be recorded respectively all ordinances and resolutions, with the certificate of the Clerk annexed to each document stating that said document is the original or a correct copy, and with respect to an ordinance, stating that said ordinance has been published or posted in accordance with this Charter; all of said ~~books~~files shall be properly indexed and open to public inspection when not in actual use.

(c) Maintain separate ~~books~~files, in which a record shall be made of all written contracts and official bonds.

(d) Be the custodian of the seal of the City.

(e) Administer oaths or affirmations, take affidavits and depositions pertaining to the affairs and business of the City and certify copies of official records.

(f) Be the City Assessor, if the Council so requires.

(g) Sign all checks, except payroll checks.

(h) Conduct all City elections

(i) Perform such other duties as may be prescribed by the Council ~~or City Manager.~~

~~**Section 502. ELIMINATION OF ELECTED OFFICE.** The office of elected City Clerk shall be eliminated upon the earlier of: (1) the expiration of the term of the elected City Clerk serving at the time of adoption of this Charter, or (2) any vacancy in the elected office.~~

## ARTICLE VI CITY MANAGER

**Section 600. CITY MANAGER. SELECTION AND QUALIFICATIONS.** There shall be a City Manager who shall be the chief administrative officer of the City. The Council shall appoint, by

not less than four votes, the person who it believes to be best qualified on the basis of ~~their~~his executive and administrative qualifications, with special reference to ~~their~~his experience in and ~~his~~their knowledge of accepted practice in respect to the duties of the office as set forth in this Charter.

The City Manager shall engage in no other business or occupation except as may be permitted by the affirmative vote of four members of the Council.

REMOVAL OF CITY MANAGER. The affirmative vote of a majority of the members of the Council shall be required to remove the City Manager from office, provided the City Manager shall not be removed by the Council within 135 days after a ~~councilmanic~~ Councilmanic election, except by the unanimous vote of the entire Council.

**Section 601. CITY MANGER. POWERS AND DUTIES.**

The City Manager shall be responsible to the Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities, and duties, the City Manager, subject to the provisions of this Charter and any regulations adopted pursuant thereto, shall:

(a) Appoint and remove administrative officers, except those appointed by the Council; and when he deems it necessary for the good of the service, suspend or remove any employee.

(b) Direct and supervise the administration of all departments, offices, and agencies of the City.

(c) Prepare and submit the annual budget and capital program to the Council, and be responsible for administration of the annual budget and capital program after its adoption.

(d) Prepare and submit to the Council as of the end of the fiscal year a comprehensive report on the finances and administrative activities of the City for the preceding year.

(e) Make such other reports as the Council may require concerning the operations of City departments, offices, and agencies subject to ~~his~~ the City Manager's direction and supervision.

(f) Keep the Council advised of the financial condition and future needs of the City and make such recommendations as may seem to him desirable.

~~(g)~~ Prepare rules and regulations governing the contracting for, purchasing, storing, distribution, and disposal of, all supplies, materials,

and equipment required by any office department, or agency of the City government and recommend them to the Council for adoption.

~~(h)~~(g) See that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by him or by officers subject to ~~his~~their direction and supervision, are faithfully executed.

~~(i)~~(h) Perform such other duties as may be prescribed by the Council.

**Section 602. CITY MANAGER. MEETINGS.** The City Manager shall be accorded a seat at the Council table and at all meetings of boards and commissions and shall be entitled to participate in their deliberations, but shall not have a vote.

**Section 603. CITY MANAGER PRO TEMPORE.** The City Manager shall appoint, subject to the approval of the Council, one of the other officers of the City to serve as City Manager Pro Tempore during any temporary absence or disability of the City Manager. During such absence or disability, the Council may revoke such designation at any time and appoint another officer of the City to serve until the City Manager shall return ~~of his~~or their disability shall cease.

## ARTICLE VII OFFICERS AND EMPLOYEES

### **Section 700. ADMINISTRATIVE DEPARTMENTS**

(a) Creation of Departments. The Council may establish City departments, offices, or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices, and agencies, except that no function assigned by this Charter to a particular department, office, or agency may be discontinued or, unless this Charter specifically so provides, assigned to any other.

~~(b)~~Direction by City Manager. Except as otherwise provided by this Charter, all departments, offices, and agencies under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the Manager. With the consent of the Council, the Manager may serve as the departmental ~~administrator~~director of one or more such departments, offices or agencies or may appoint one person as the departmental ~~administrator~~director of two or more of them.

~~(e)~~(b) Not inconsistent with this Charter, the Council may provide for the number, titles, qualifications, powers, duties, and compensation of all officers and employees.

~~(d)~~(c) Merit Principle. All appointments and promotions of City officers and employees shall be made solely on the basis of merit and fitness demonstrated by examination of other evidence of competence.

**Section 701. CITY ATTORNEY. POWERS AND DUTIES.**

There shall be a City Attorney who shall be appointed and subject to removal by a majority vote of the entire Council. Under the administrative direction of the City Manager, ~~he~~-they shall serve as chief legal adviser to the Council, the City Manager, and all City departments, offices, and agencies; ~~he~~-they shall represent the City in all legal proceedings and shall perform such other duties as may be prescribed by the Council.

To become eligible for City Attorney, the person appointed shall be an attorney-at-law duly licensed as such under the laws of the State of California, and shall have been engaged in the practice of law for at least two years prior to ~~his~~ appointment.

**Section 702. FINANCE OFFICE.** The City Manager shall appoint an individual responsible for the Finance Office who shall:

(a) Have charge of the administration of the financial affairs of the City under the direction of the City Manager.

(b) Compile the budget expense and income estimates and supply data for the capital program as requested by the City Manager.

(c) Maintain a general accounting system for the City government and each of its offices, departments, and agencies.

(d) Supervise and be responsible for the disbursement of all moneys and have control of all expenditures to ensure that budget appropriations are not exceeded; audit all purchase orders before issuance; audit and approve before payment, all bills, invoices, payrolls, demands, or charges against the City government and, with the advice of the City Attorney, when necessary, determine the regularity, legality, and correctness of such claims, demands, or charges.

~~(e)~~ Supervise the collection, receipt, and the deposit of all moneys payable to the City in a depository designated by the Council or by the City Manager or ~~their~~~~his~~ designee, if the Council has not acted, and in compliance with all applicable laws.

(e)

(f) Submit to the Council through the City Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the City; and, as of the end of each fiscal year, submit a complete financial statement and report.

(g) Supervise the keeping of current inventories of all property of the City by all City departments, offices, and agencies.

(h) Perform such other duties as may be prescribed by the Council.

TREASURER. There shall be a Treasurer in the Finance Office who shall be appointed and may be removed by the Director of Administrative Services subject to the approval of the City Manager. The Treasurer shall perform those duties required by law, assigned by the Director of Administrative Services, and those provided by ordinance or resolution.

**Section 703. PLANNING OFFICE.** The City Manager shall appoint an individual responsible for the Planning Office who shall:

(a) Advise the City Manager on any matter affecting the physical development of the City.

(b) Formulate and recommend to the City Manager a general plan and modifications thereof.

(c) Review and make recommendations regarding proposed Council action implementing the general plan.

(d) Participate in the preparation and revision of the capital program.

(e) Advise the City Planning Commission in the exercise of its responsibilities and in connection therewith provide necessary staff assistance.

(f) Perform such other duties as may be prescribed by the Council ~~Council~~ City Manager.

**Section 704. DEPARTMENTAL ADMINISTRATORS DIRECTORS.**

**APPOINTIVE POWERS.** Each departmental ~~administrator~~ directors shall have the power to appoint, supervise, suspend, or remove such assistants, deputies, subordinates, and employees as are provided for by the Council for ~~his~~ their department, subject to approval of the City Manager and subject to the civil service provisions of this Charter and the rules and regulations promulgated hereunder.

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**Section 705. PERSONAL FINANCIAL INTEREST.**

Except as permitted by the Governmental Code, any City officer or employee who has a financial interest in any contract with the City or in the sale of any land, materials, supplies, or services to the City or to a contractor supplying the City shall make known that interest and shall refrain from voting upon or otherwise participating in ~~his~~their capacity as a City officer or employee in the making of such sale or in the making or performance of such contract. Any City officer or employee who willfully conceals such a financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit ~~his~~their office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the City shall render the contract or sale voidable by the City Manager or the Council.

**Section 706. ADMINISTERING OATHS.**

Each departmental ~~administrator~~director ~~and such of his~~or their deputies as ~~they~~he may designate shall have the power to administer oaths and affirmations in connection with any official business pertaining to ~~their~~his department.

**Section 707. ACCEPTANCE OF OTHER OFFICE.** Any administrative officer or any employee of the City who shall accept or retain any elective public office of the City of Arcadia shall be deemed thereby to have resigned from ~~their~~his office or employment under the City government.

**Section 708. NEPOTISM.** The Council shall not appoint to a salaried position in the City government any person who is a relative by blood or marriage within the third degree of any member of the Council, nor shall any administrative officer or other officer having appointive power appoint any relative of ~~theirs~~his within such degree to any such position.

**Section 709. OFFICIAL BONDS.** The Council shall fix by ordinance or resolution the amounts and terms of the official bonds of all officers or employees who are required by ordinance or resolution to give such bonds. All bonds shall be executed by a responsible corporate surety, shall be approved as to form by the City Attorney, and shall be filed with the City Clerk. Premiums on official bonds shall be paid by the City.

There shall be no personal liability upon, or any right to recover against, a superior officer, or ~~their~~his bond, for any wrongful act or omission of ~~his~~their subordinate, unless such superior officer was a party to, or conspired in, such wrongful act or omission.

## ARTICLE VIII BOARDS AND COMMISSIONS

**Section 800. IN GENERAL.** There shall be the following boards and commissions which shall have the powers and duties set forth in this Charter and by ordinance not inconsistent with this Charter:

Planning Commission  
Human Resources Commission  
Library Board of Trustees  
Recreation and Parks Commission

In addition, the Council may create by ordinance such other boards or commissions as in its judgment are required and may grant to them such powers and duties as are not inconsistent with the provisions of this Charter.

**Section 801. APPROPRIATIONS.** The Council shall include in its annual budget such appropriations of funds as the Council shall determine to be sufficient for the efficient and proper functioning of boards and commissions.

**Section 802. APPOINTMENTS. TERMS.** The number of members of boards and commissions shall be specified by the Council. Except as hereafter provided, each member of each board or commission shall be appointed for a term of four years and shall serve until ~~his~~their successor qualifies; ~~they~~he shall be subject to removal by motion of the Council adopted by at least three affirmative votes. In the event an incumbent is removed or otherwise vacates ~~his~~their office, ~~his~~their successor shall be appointed for the unexpired term of said office. The members thereof shall be appointed from the legally registered voters of the City, and shall not hold any other City office or employment.

A member who has held office on the same board or commission for two consecutive four-year terms, excluding part or all of an unexpired term, shall not be eligible to hold office on such board or commission until two years after the expiration of the second consecutive term.

**Section 803. EXISTING BOARDS.** The members of the boards and commissions holding office when this Charter takes effect shall continue to hold office thereafter until their respective terms of office shall expire and until their successors are appointed and qualify.

**Section 804. MEETINGS. ~~CHAIRMEN~~CHAIRPERSON.** As soon as practicable, following the first day of July of every year, each of such boards and commissions shall organize by electing one of its members as presiding officer, and another as ~~chairman~~chairperson pro tempore, to serve at the pleasure of such board or commission. Each board or commission shall hold regular meetings as the Council may require, and such special meetings as otherwise may be necessary. The provisions of Section 411 hereof, relating to the Ralph M. Brown Act, shall apply to all meetings of boards and commissions and, subject to the provisions of said Act, all meetings shall be open to the public.

The affirmative vote of a majority of the quorum of such board or commission shall be necessary for it to take any action.

The City Manager may designate a City employee for the recording of minutes for each of such boards and commissions, who shall keep a record of its proceedings and transactions. Each board or commission may prescribe its own procedures and rules of operation which shall be kept on file in the office of the City Clerk where they shall be available for public inspection.

**Section 805. COMPENSATION. VACANCIES.** The members of boards and commissions shall serve without compensation for their services as such, but may receive reimbursement for necessary traveling and other expenses incurred on official duty when such expenditures have received authorization by the Council.

Any vacancies in any board or commission, from whatever cause arising, shall be filled by appointment by the Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term.

If a member of a board or commission is absent from three consecutive regular meetings of such board or commission, unless by permission of such board or commission expressed in its official minutes; is convicted of a crime involving moral turpitude; ceases to be a legally registered voter of the City; or files or causes to be filed nomination papers with the City Clerk for elective City office, ~~his~~their office shall become vacant and shall be so declared by the Council.

**Section 806. PLANNING COMMISSION.** There shall be a City Planning Commission which shall make recommendations to the City Manager and the Council on all matters affecting the physical development of the City, shall be consulted on the general plan and the implementation thereof, and shall perform such other duties as may be prescribed by the Council.

**Section 807. GENERAL PLAN.**

(a) Content. The Council shall adopt, and may from time to time modify, a general plan setting forth in graphic and textual form ~~policies poli-cies~~ to govern the future physical development of the City. Such plan may cover the entire City and all of its functions and services or may consist of a combination of plans governing specific functions and services or specific geographic areas which together cover the entire City and all of its functions and services.

(b) Effect. The general plan shall serve as a guide to all future Council action concerning land use, development regulations, and expenditures for capital improvements.

~~(b)~~(c) Land Use Policies. Land use policies and regulations of zoning and development standards, including but not limited to policies contained within the General Plan, are municipal affairs and this Charter shall prevail over state statutes regulating land use within the City. The City Council shall have plenary authority over land use policies and regulation of zoning and development standards.

**Section 808. HUMAN RESOURCES COMMISSION. POWERS AND DUTIES.** There shall be a Human Resources

Commission which shall:

~~(a) Recommend to the Council, after a public hearing thereon, the adoption, amendment, or repeal of civil service rules and regulations.~~

~~(b) Act in an advisory capacity to the Council on problems concerning personnel administration.~~

~~(c)(a) Hear appeals of any person in the Classified Service relative to any suspension, demotion, or dismissal.~~

~~(d) Make any investigation which it may consider desirable concerning the administration of personnel in the municipal service and report its findings to the Council and City Manager.~~

~~(e)(b) Perform such other Human Resources and personnel related duties as may be prescribed by the ~~City~~ Council.~~

~~(f)(c) Have the authority to issue subpoenas under penalty of law.~~

**Section 809. LIBRARY BOARD OF TRUSTEES. POWERS AND DUTIES.** There shall be a Library Board of Trustees which shall:

(a) Administer and operate the City libraries.

(b) Establish and enforce such by-laws, procedures, and rules of operation as may be necessary for, and make all purchases and other contracts in connection with, the administration, government, and protection of the City libraries and shall designate its own Secretary.

(c) Appoint and remove the Librarian, who shall be the departmental ~~administrator~~director, and pass upon and approve all proposed appointments and removals by the Librarian.

(d) ~~Subject to the approval of the Council~~As established by resolution or ordinance of the ~~City~~ Council, accept money, personal property, or real estate donated to the City for library purposes.

(e) Subject to the approval of the Council, contract with schools, county, or other governmental agencies to render or receive library services or facilities.

**Section 810. RECREATION AND PARKS COMMISSION. POWERS AND DUTIES.** There shall be a Recreation and Parks Commission which shall:

(a) Act in an advisory capacity to the ~~City~~ Council in all matters pertaining to community recreation and parks.

(b) Perform such other duties as may be prescribed by the Council.

**ARTICLE IX  
CIVIL SERVICE**

**Section 900. EXISTING CIVIL SERVICE SYSTEM.**

To the extent that existing Civil Service ordinances and rules and regulations of the City are not in conflict with this Charter, they are continued in full force and effect, and to the extent that they are in conflict they are hereby repealed.

**Section 901. UNCLASSIFIED AND CLASSIFIED SERVICE.** The Civil Service of the City shall be divided into the Unclassified and the Classified Service.

(a) The Unclassified Service shall comprise the following officers and positions:

1. Councilmember.
2. City Manager, City Attorney, City Clerk, Chief of Police, and Fire Chief. Assistants, deputies, management and clerical ~~and stenographic~~ employees authorized for said departmental ~~administrators~~ directors and designated by the Council to be in the Unclassified Service.
3. All other departmental ~~administrators~~ directors.
4. City Manager Pro Tempore.
5. Human Resources ~~Manager~~ Administrator.
6. ~~The City~~ Librarian.
7. All members of boards and commissions.
8. Positions in any class or grade created for a special or temporary purpose and for a period of not exceeding one hundred eighty days in any one calendar year.
9. Persons employed to render professional, scientific, technical, or expert service of an occasional and exceptional character.
10. Part-time employees.

(b) The Classified Service shall comprise all positions not specifically included by this section in the Unclassified Service.

**Section 902. APPOINTMENTS FROM CLASSIFIED SERVICE POSITIONS.** In the event an employee of the City holding a position in the Classified Service is appointed to a position in the Unclassified Service, and should thereafter within one year be removed or resign therefrom, ~~he~~they shall revert to his former position in the Classified Service upon the same terms and conditions as if ~~he~~they had remained in said position continuously.

**Section 903. RECRUITMENT.** Examinations of applicants for positions in the Classified Service shall fairly test the relative capacity of the applicants to discharge the duties of the positions to which they seek to be appointed. Applicants must be citizens of the United States.

**Section 904. SUSPENSION. DEMOTION AND DISMISSAL.** The boards and officers having appointive power are vested with the right to exercise the disciplinary and removal powers provided in this section.

An employee holding a position in the Classified Service shall be subject to suspension without pay for a period not exceeding thirty days in any one calendar year, to demotion, or to removal from ~~his~~their position, but subject in each case to the right of the employee, other than one serving a probationary period, to a hearing before the Human Resources Commission in the manner set forth herein.

Such employee shall be entitled to receive upon ~~his~~their request, at the office of the board of officer taking such action, a written statement in which shall be separately stated each of the charges against ~~him~~them upon which such suspension, demotion, or removal is based, a copy of which statement shall be furnished to ~~the City Clerk~~Human Resources for delivery to the Human Resources Commission. Such statement shall be furnished such employee within two business days after ~~his~~their request therefor, which request must be filed in ~~the office of the City Clerk~~Human Resources within ten days after ~~he~~they have been notified of such demotion, removal, or suspension. If such employee is absent from work, ~~they~~he shall be deemed to be so notified when such notice is mailed to ~~his~~their last address on file with the City by registered mail. ~~He~~They shall have thirty days after receipt of such statement within which to file with ~~the City Clerk~~Human Resources an answer to such statement of charges should he desire to do so.

In ~~his~~-~~their~~ answer, or otherwise if no statement of charges has been made available to ~~him~~-~~them~~ as required, such employee may request a hearing by the Human Resources Commission to review such suspension, demotion, or removal, which hearing shall be called and held as provided for in the rules and regulations. Within thirty days from such notification, such answer or request for a hearing shall be filed ~~in the office of the City Clerk in Human Resources~~ for delivery to the Human Resources Commission. Hearings may be conducted informally and the rules of evidence need not apply.

The Human Resources Commission shall make written findings which shall state as to each charge whether or not such charge is sustained. Such Commission shall also set forth in writing its conclusions and recommendations based upon such findings and, within ten days after concluding the hearing, it shall certify its findings, conclusions, and recommendations to the City Manager ~~and the parties involved, the officer~~ from whose action the appeal was taken, ~~and the Council.~~

The recommendations of the Human Resources Commission shall be advisory only. The City Manager shall make a final decision with respect to such recommendations, and ~~his~~-~~their~~ decision shall be final and conclusive and no further appeal shall be taken therefrom.

When an appeal is taken to the Human Resources Commission from an order of dismissal, the vacancy in the position shall be considered a temporary vacancy pending final action by the Human Resources Commission and may be filled only by a temporary appointment.

**Section 905. POLITICAL ACTIVITIES PROHIBITED.**

Any City employee, upon becoming a candidate for an elective public office of the City of Arcadia, shall be required to take and shall be granted a leave of absence without pay to remain in effect during the period of time such person is a candidate.

No City employee shall take any part in any political campaign while in a uniform bearing the insignia or name of the City of Arcadia. No person shall use the administrative offices and facilities of the City for the purpose of furthering a political campaign for public office.

**Section 906. PROHIBITIONS. GENERAL.**

(a) No person shall be appointed, removed, favored, or discriminated against with respect to any City position or office because of race, sex, political or religious opinions or affiliations.

(b) No person shall willfully make any false statement, certificate, mark, rating, or report in regard to any test, certification, or appointment under the personnel provisions of this Charter or the rules and regulations made thereunder, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules, and regulations.

(c) No person who seeks appointment or promotion with respect to any City position or office shall directly or indirectly give, render, or pay or offer to give, render, or pay any money, service, or other valuable thing to any person for or in connection with ~~his~~-~~their~~ test, appointment proposed appointment, promotion, or proposed promotion.

(d) In addition to the penalties provided in Section 1501 of this Charter, any person who by ~~himself~~-~~themselves~~ or with another willfully violates any provisions of subdivisions (b) and (c) of this section shall, upon conviction thereof, be ineligible for a period of five years for employment in the City service and shall immediately forfeit ~~his~~-~~their~~ office or position if ~~he~~-~~they are~~ an officer or employee of the City.

**ARTICLE X  
RETIREMENT**

**Section 1000. PUBLIC EMPLOYEES RETIREMENT SYSTEM.** Plenary authority and power are hereby vested in the City, its Council, and its several officers, agents, and employees to do and perform any act, or exercise any authority granted, permitted, or required under the provisions of the Public Employees Retirement Law, as it now exists or hereafter may be amended, to enable the City to continue as a contracting City under said Retirement system. The ~~—~~Council may terminate any such contract with the Board of Administration of the Public Employees Retirement System only under authority granted by ordinance adopted by a majority vote of the legally registered voters of the City, voting on such proposition at an election at which such proposal is presented.

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**ARTICLE XI  
ELECTIONS**

**Section 1100. GENERAL MUNICIPAL ELECTIONS.**  
Commencing with the election of November 8, 2022, general municipal elections for the election of officers and for such purposes as the Council may prescribe shall be held in the City on the first Tuesday after the first Monday in November in each even-numbered year, except as otherwise provided by ordinance of the Council. General municipal elections for the election of officers and for such other purposes as the Council may prescribe shall be held in the City on the second Tuesday in April in each even-numbered year.

**Section 1101. SPECIAL MUNICIPAL ELECTIONS.**  
Other municipal elections shall be known as special municipal elections.

**Section 1102. PROCEDURE FOR HOLDING ELECTIONS.** Unless otherwise provided by ordinance hereafter enacted, all elections shall be held in accordance with the provisions of the Elections Code of the State of California, as it exists or is amended, for the holding of municipal elections, so far as the same are not in conflict with this Charter.

**Section 1103. INITIATIVE, REFERENDUM, AND RECALL.** There are hereby reserved to the voters of the City the powers of the initiative and referendum and of the recall of municipal elective officers. The provisions of the Elections Code of the State of California, as it exists or is amended, governing the initiative and referendum and the recall of municipal officers shall apply so far as the same are not in conflict with this Charter.

**ARTICLE XII  
FISCAL ADMINISTRATION**

**Section 1200. FISCAL YEAR.** The fiscal year of the City government shall begin on the first day of July of each year and end on the thirtieth day of June of the following year. The Council may by ordinance change the fiscal year.

**Section 1201. SUBMISSION OF BUDGET AND BUDGET**

**MESSAGE.** On or before the twenty-fifth day of May of each year, or at such other time as the Council may prescribe, the [City](#) Manager shall submit to the   -Council a budget for the ensuing fiscal year and an accompanying message.

The [City](#) Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes; summarize the City's debt position; and include such other material as the [City](#) Manager deems desirable.

**Section 1202. BUDGET.** The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the [City](#) Manager deems desirable or the [City](#) Council may require. In organizing the budget the [City](#) Manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

(a) Proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments, and agencies in terms of their respective work programs, and the method of financing such expenditures;

(b) Proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments, and agencies when practicable, and the proposed method of financing each such capital expenditure; and

(c) Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the City and the proposed method of its disposition.

The total of proposed expenditures shall not exceed the total of estimated income plus available reserves.

**Section 1203. CAPITAL PROGRAM.** As used in this section, a capital improvement shall mean an improvement with an estimated ~~cost in excess of \$30,000~~ [as established by Council resolution or ordinance](#).

~~(a)~~—Submission to City Council. The City Manager shall prepare and submit to the Council a five-year capital program no later than the final date for submission of the budget.

~~(a)~~

~~(a)~~(b) Contents. The capital program shall include:

1. A clear general summary of its contents;
2. A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements.
3. Cost estimates, method of financing, and recommended time schedules for each such improvement; and
4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

#### **Section 1204. COUNCIL ACTION ON BUDGET.**

(a) Notice and Hearing. The City Clerk shall publish in the official newspaper a general summary of the budget and a notice stating:

1. The times and places where copies of the message and budget are available for inspection by the public, and
2. The time and place, not less than ten days after such publication, for a public hearing on the budget.

Further Consideration and Adoption. After the conclusion of the public hearing, the Council shall further consider the proposed budget and make any revision thereof that it may deem advisable; and on or before July 1 it shall adopt the budget. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated. If it fails to adopt the budget by said date, the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until such time as the City Council adopts a budget for the ensuing fiscal year.

**Section 1205. COUNCIL ACTION ON CAPITAL PROGRAM.**

(a) Notice and Hearing. The City Clerk shall publish in the official newspaper a general summary of the capital program and a notice stating:

1. The times and places where copies of the capital program are available for inspection by the public, and
2. The time and place, not less than ten days after such publication, for a public hearing on the capital program.

(b) Adoption. The Council by resolution shall adopt the capital program with or without amendment after the public hearing.

**Section 1206. PUBLIC RECORDS.** Copies of the budget and the capital program as adopted shall be public records and shall be made available to the public at suitable places in the City.

**Section 1207. AMENDMENTS AFTER ADOPTION.**

(a) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by resolution may make supplemental appropriations for the year up to the amount of such excess.

(b) Reduction of Appropriations. If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, ~~he~~they shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken by ~~him~~them, and ~~his~~their recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize and deficit, and for the purpose it may by resolution reduce one or more appropriations.

~~(c)~~ Transfer of Appropriations. At any time during the fiscal year the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the City Manager, the Council may by resolution transfer part of all of any unencumbered appropriation balance from one department, office, or agency to another.

(c)

(d) Limitations; Effective Date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

**Section 1208. LAPSE OF APPROPRIATIONS.** Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from or encumbrance of the appropriation.

**Section 1209. TAX LIMITS.**

(a) The Council shall not levy a property tax, for municipal purposes, in excess of One Dollar and Thirty Cents annually on each One Hundred Dollars of the assessed value of taxable property in the City, except as otherwise provided in this section, unless authorized by the affirmative votes of a majority of the voters voting on a proposition to increase such levy at any election at which the question of such additional levy for municipal purposes is submitted to the voters. The number of years that such additional levy is to be made shall be specified in such proposition.

(b) There shall be levied and collected at the time and in the same manner as other property taxes for municipal purposes are levied and collected, as additional taxes, if no other provision for payment thereof is made:

~~+~~A tax sufficient to meet all liabilities of the City for principal and interest of all bonds of judgments due and unpaid, or to become due during the ensuing fiscal year, which constitute general obligations of the City; and

1.

2. A tax sufficient to meet all obligations of the City to the Public Employees Retirement System for the retirement of City employees, due and unpaid or to become due during the ensuing fiscal year.

**Section 1210. TAX PROCEDURE.** The procedure for the assessment, levy, and collection of taxes upon property, taxable for municipal purposes, may be prescribed by ordinance of the Council.

**Section 1211. BONDED DEBT LIMIT.** The City shall not incur an indebtedness evidenced by general obligation bonds which shall in the aggregate exceed the sum of fifteen percent of the total assessed value, for purposes of City taxation, of all taxable real and personal property within the City.

No bonded indebtedness which shall constitute a general obligation of the City may be created unless authorized by the affirmative votes of two-thirds of the voters voting on such proposition at any election at which the question is submitted to the voters and unless in compliance with the provisions of the State Constitution and of this Charter.

**Section 1212. CONTRACTS ON PUBLIC WORKS.**

Every contract involving an expenditure ~~of more than Thirty Thousand Dollars (\$30,000)~~in an amount determined by Council resolution or ordinance for public works construction or improvement shall be let ~~to the lowest responsible bidder after notice by publication in a newspaper of general circulation by two (2) insertions, the first of which shall be at least ten (10) days before the time for opening bids. The Council may reject any and all bids presented and may readvertise at its discretion. Such contract may be let without advertising for bids if such purchase shall be deemed by the Council to be of urgent necessity for the preservation of life, health, or property and shall be authorized by resolution passed by at least four (4) affirmative votes of the Council and containing a declaration of the facts constituting the urgency. The Council shall have the right to waive any minor informality, technicality, variance or alteration in a bid. This section shall not apply to work done by the City with its own personnel if the Council determines that such work can be performed more economically by City forces than by contracting for such work~~through a competitive

selection process under such rules as the Council may prescribe. The Council may establish exceptions to this competitive process requirement, provided that the Council finds that the exception will be in the best interest of the City.

**Section 121533. CASH BASIS FUND.** The Council shall maintain unrestricted cash reserves that are adequate for the purpose of placing the payment of the operating expenses of the City on a cash basis. Said reserves shall consist of cash funds from any available sources in an amount which the Council deems sufficient with which to meet all lawful demands against the City for the first five months or longer necessary period of the succeeding fiscal year prior to the receipt of ad valorem tax revenues.

**Section 121464. PRESENTATION AND AUDIT OF DEMANDS.** Any demand against the City must be in writing and may be in the form of a bill, invoice, payroll, or formal demand. Each such demand shall be presented to the individual in charge of the Finance Office, who shall examine the same. If the amount thereof is legally due and there remains on the books an unexhausted balance of an appropriation against which the same may be charged, such individual shall approve such demand and draw a warrant on the Treasurer therefor, payable out of the proper fund.

The individual in charge of the Finance Office shall transmit such demand, with approval or rejection thereof endorsed thereon, and warrant, if any, to the City Manager. If a demand is one for an item included within an approved budget appropriation, it shall require the approval of the City Manager; otherwise it shall require the approval of the Council, following the adoption by it of an amendment to the budget authorizing such payment. Any person dissatisfied with the refusal of the City Manager to approve any demand, in whole or in part, may present the same to the Council which, after examining into the matter, may approve or disapprove the demand in whole or in part.

**Section 121575. REGISTERING WARRANTS.** Warrants on the Treasurer which are not paid for lack of funds shall be registered. All registered warrants shall be paid in the order of their registration when funds therefor are available and shall bear interest from the date of registration at such rate as shall be fixed by the Council by resolution.

**Section 121686. CLAIMS AGAINST THE CITY.** The Council by ordinance may provide for conditions precedent to the commencement of any action or proceeding to bringing suit against the City, its officers, and employees, except as the subject is preempted by State law.

**Section 121977. INDEPENDENT AUDIT.** The Council shall employ, at the beginning of each fiscal year, a certified public accountant who shall, at such time or times as may be specified by the Council and at such other times as ~~they~~he shall determine, examine the books, records, inventories, and reports of all officers and employees who receive, handle, or disburse public funds and all such other officers, employees, or departments as the Council may direct. As soon as practicable after the end of the fiscal year, a final certified audit and report shall be submitted by such accountant to the Council, one copy thereof to be submitted by such accountant to the Council, one copy thereof to be distributed to each member, one to the City Manager, Treasurer, and City Attorney, respectively, and three additional copies to be placed on file in the office of the City Clerk where they shall be available for inspection by the general public.

### **ARTICLE XIII FRANCHISES**

**Section 1300. GRANTING OF FRANCHISES.** The Council may grant a franchise to any person, partnership, corporation, or other legal entity capable of exercising the privilege conferred, whether operating under an existing franchise or not, and may prescribe the terms, conditions, and limitations of such grant, including the compensation to be paid to the City therefor. The Council may prescribe by ordinance or resolution the method or procedure for granting franchises, together with additional terms and conditions for making such grants. In the absence of such provision the method provided by the general laws of the State shall apply.

**Section 1301. TERMS OF FRANCHISE.** No franchise shall be granted for a longer period than twenty-five years, unless there be reserved to the City the right to take over at any time the works, plant, and property constructed under the grant at their physical valuation and without compensation for franchise or good will.

**Section ~~1032~~1302. EMINENT DOMAIN.** No franchise or grant of a franchise shall in any way or to any extent impair or affect the right of the City to acquire the property of the possessor thereof by purchase or condemnation, and nothing therein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain with respect to the property of the possessor of any franchise. Every franchise granted by the City is granted upon the condition, whether expressed in the grant or not, that such franchise shall not be given any value before any court or other public authority in any proceeding of any character in excess of any amount actually paid by the grantee to the City at the time of the grant.

**Section 1303. PROCEDURE FOR GRANTING FRANCHISES.** Before granting any franchise, the ~~City~~-Council shall adopt a resolution declaring its intention to grant same and stating the name of the proposed grantee, the character of the proposed franchise, and the terms and conditions upon which it is proposed to be granted. Such resolution shall fix and set forth the day, hour, and place when and where any person having an interest in or objecting to the granting of such franchise may appear before the ~~the~~-Council and be heard thereon. Said resolution shall be published at least once, not less than ten days prior to said hearing in the official newspaper. After hearing all persons desiring to be heard, the Council may by ordinance deny or grant the franchise on the terms and conditions specified in the resolution subject to the referendum of the people. No ordinance granting a franchise shall be adopted as an emergency ordinance.

#### ARTICLE XIV BOARD OF EDUCATION

**Section 1400. ESTABLISHMENT OF A BOARD OF EDUCATION.** The control, management, and administration of the public schools of the City of Arcadia and the territory that is now or may hereafter be annexed thereto for school purposes, in accordance with the Constitution and general laws of the State of California, is hereby vested in a Board of Education consisting of five members who shall be voters

in the school district; said Board is hereby vested with all the powers and charged with all the duties provided by the laws of the State for city boards of education.

**Section 1401. TERM OF OFFICE.** The members of such Board of Education shall be elected from the school district at large and shall hold office for the term of four years, and until their successors are elected and duly qualified.

**Section 1402. ELECTION.** School board elections shall be held on the third Tuesday on April of each odd-numbered year. The members of such Board of Education holding office at the time this Charter becomes effective shall continue in office for their respective terms of office and until their respective successors are elected and duly qualified as herein provided. The officers of the election for members of the Board of Education shall be compensated for their services as provided by the general laws of the State governing school elections; such compensation and any other expense incurred in the conduct of said election shall be a charge upon the School District and not upon the City.

In the preparation of ballots for the election of members for the Board of Education, there shall be printed, stamped, or written the name of each candidate for such office who has filed the required documents pursuant to the requirements of the general law of the State relating to the election of Boards of Education.

In all other matters the election for members of the Board of Education shall be governed by the general law of the State relating to the election of city boards of education.

**Section 1403. MEETINGS.** The members of the Board of Education shall enter upon the discharge of their duties on or before the second Tuesday in July after their election, and the Board shall meet upon said day and annually thereafter and organize by electing one of their number President, one of their number Vice President, and one of their number Clerk, whose terms of office shall be one year. They shall hold regular meetings at least once each month, at such time and place as may be determined by their rules. Special meetings may be called by the President or by written request of any three members. A majority of the members shall constitute a quorum. The Board may determine the rules of its proceedings, and the ayes and noes shall be taken, recorded and entered on the records of the Board. Any vacancy occurring on the Board shall be filled by the remaining members of the Board, and if there be no members, then by the Council.

**Section 1404. BOARD SECRETARY.** The Board of Education shall, at the first meeting in each school year, or at such other time as shall be fixed by resolution of the Board, appoint the Superintendent of Schools as Secretary to the Board and shall prescribe the duties of such secretary.

**Section 1405. GENERAL LAW APPLICABLE.** In all matters not specifically provided for in this Article, the Board of Education shall be governed by the provisions of the general law relating to such matters.

## ARTICLE XV MISCELLANEOUS

**Section 1500. DEFINITIONS.** Unless the provision or the context otherwise requires, as used in this Charter:

- (a) "Shall" is mandatory, and "may" is permissive.
- (b) "City" is the City of Arcadia, and "department," "board," "commission," "agency," "officer," or "employee" is a department board, commission, agency, officer, or employee, as the case may be, of the City of Arcadia.
- (c) "Council" is the City Council of the City.
- (d) "Councilmember" is a member of the Council.
- (e) "Departmental ~~administrator~~director" is the person in charge of a City department.
- (f) "Government Code" is the California Government Code as it exists upon adoption of this Charter, or is thereafter amended.
- (g) "Municipal Code" is the Arcadia Municipal Code.
- (h) "Law" includes ordinance.
- (i) "Officer" is a person holding an elected office, a member of a board of commission, the City Manager, and a departmental ~~administrator~~director in charge of a City department or a person acting in his place.
- (j) "State" is the State of California.
- (k) "Voter" is a legally registered voter.
- (l) The masculine, feminine, and neuter genders shall be interchangeable, as shall be the singular and plural. In particular, the terms "they," "their" and "them" are intended to be the singular where the context so indicates.

**Section 1501. VIOLATIONS.** A violation of this Charter or of any ordinance of the City shall constitute a misdemeanor or infraction as deemed by ordinance of the City and may be prosecuted in the name of the People of the State of California or may be redressed by civil action filed by the City [Attorney on behalf of the City](#). The maximum fine or penalty for any violation of a City ordinance shall be that sum authorized by State Penal Code provisions applicable to misdemeanors, or a term of imprisonment for a period not exceeding six months, or both such fine and imprisonment.

**Section 1502. VALIDITY.** If any provision of the Charter, or the application thereof to any person or circumstance is held invalid, the remainder of the Charter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

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CHARTER  
OF THE  
CITY OF ARCADIA

(Amended to **May 12, 1998**)

HISTORY

THE ORIGINAL CITY CHARTER WAS ADOPTED AT A SPECIAL ELECTION HELD ON APRIL 24, 1951, CERTIFIED BY THE CALIFORNIA SECRETARY OF STATE, AND BECAME EFFECTIVE MAY 15, 1951.

AMENDMENTS

ELECTION:	EFFECTIVE:
November 6, 1956	January 15, 1957
February 2, 1965	March 31, 1965
November 5, 1968	January 16, 1969
September 15, 1992	October 22, 1992
April 9, 1996	May 16, 1996
April 14, 1998	May 12, 1998
<u>November 8, 2022</u>	<u>DATE</u>

Arcadia, California

# NOTES

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# City of Arcadia

## PROCLAMATION

*WHEREAS*, the City of Arcadia includes a thriving community of Older Americans who deserve recognition for their contributions and sacrifices to ensure a better life for future generations; and

*WHEREAS*, the City of Arcadia is committed to helping all individuals live longer, healthier lives in the communities of their choice for as long as possible; and

*WHEREAS*, since 1965, the Older Americans Act has provided services that help older adults remain healthy and independent by complementing existing medical and health care systems, helping prevent hospital readmissions, and supporting some of life's most basic functions, such as bathing or preparing meals; and

*WHEREAS*, these programs also support family caregivers, address issues of exploitation, neglect and abuse of older adults, and adapt services to the needs of Native American elders; and

*WHEREAS*, we recognize the value of community engagement and service in helping older adults remain healthy and active while giving back to others.

*NOW, THEREFORE*, I, Tom Beck, Mayor of the City of Arcadia, do hereby proclaim May 3, 2022 as

### *ARCADIA OLDER AMERICANS RECOGNITION DAY*

and urge our residents to take time this month to celebrate older adults, and the people who serve and support them, as powerful and vital individuals who greatly contribute to the community.



*Dated this*  
*3rd Day of May, 2022*

\_\_\_\_\_  
*Tom Beck, Mayor*



# STAFF REPORT

Development Services Department

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** REVIEW OF THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A NEW ADULT DAY CARE CENTER AT 253 E. FOOTHILL BOULEVARD

**Recommendation: Adopt Resolution No. 7428 Affirming the Planning Commission's Decision**

## **SUMMARY**

Mayor Tom Beck called up for review the Planning Commission's approval of Conditional Use Permit No. CUP 21-05 for a new adult day care center at 253 E. Foothill Boulevard. It is recommended that the City Council conduct a hearing and adopt Resolution No. 7428 (Attachment No. 1), affirming the Planning Commission's approval of Conditional Use Permit No. CUP 21-05 and find the project Categorically Exempt under the California Environmental Quality Act ("CEQA").

## **BACKGROUND**

The Applicant, Mailian and Associates, on behalf of the business owner, Khoren Dishigrikian, submitted a Conditional Use Permit application to allow a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and disabled adults at 253 E. Foothill Boulevard, the site of a former Walgreen's drug store. The adult day care center will operate from 7:00 AM to 4:00 PM, daily.

The applicant's project was considered by the Planning Commission at its March 22, 2022, hearing. At this meeting, a resident expressed concerns that adult day care centers create increased foot traffic and would produce congestion and problems in the shopping center, nearby crosswalks, and the nearby middle school – refer to PC Minutes, dated March 22, 2022, under Attachment No. 2. The Applicant responded to the concerns regarding increased foot traffic by stating that participants will not be

allowed to leave the building per State regulations, and they will not be allowed to walk around the grocery store or nearby areas as mentioned. She responded to the concern regarding increased vehicle traffic by noting that the parking spaces available for the facility exceed the code requirements, and that ensuring shuttles have designated parking spaces will also help alleviate impacts on traffic congestion. The City Engineer explained to the Commission that the proposed project generates considerably less traffic than the previous business, Walgreens, and that there were no foreseeable traffic impacts that would be generated from the proposed use. He further noted the possible traffic caused by drop-off and pick-up of day care attendees will not likely cause issues for school drop-off and pick-up traffic as it would not be at the same time.

Although the site exceeds the minimum requirement, Commissioner Chan thought the business should provide more ADA parking spaces but was supportive of the project. After much discussion, the Planning Commission voted to unanimously to adopt Resolution No. 2090 and approve the proposed project, as described further under the Discussion section below.

As stipulated under the Development Code, a City Council Member may call for the consideration of a decision rendered by the Planning Commission before the effective date (10 days from the action date). On March 25, 2022, then City Council Member Beck (now Mayor Beck) called this project up for consideration. In accordance with Development Code Section 9108.07.030.B.4, a majority vote is required to proceed with reviewing the Planning Commission's decision at a subsequent City Council hearing. At the April 19, 2022, hearing, the City Council unanimously decided to call for review of the subject decision. As a result, the Planning Commission's decision has been stayed until the Council renders its decision.

## **DISCUSSION**

Regal Adult Day Health Center is a program-based day care center that will provide care and health management services for up to 210 senior citizens and special needs adults to help them maintain their independence. The adult day care center will operate from 7:00 AM to 4:00 PM, daily. The adult day care center will provide meals (catered), social activities, counseling, nursing services, and medication management services to all patrons. All activity will take place within the building. There are a total of 61 parking spaces available on site (51 standard, 4 ADA stalls, and 6 shuttle spaces). The adult day care center will provide transportation services to at least 180 adults as part of the operation (approximately 86%). With the shuttle service, the site will have a surplus of 13 parking spaces that will be available for family members and care takers to utilize. For a full description of the proposed project and its analysis, refer to the Planning Commission staff report, dated March 22, 2022 (Attachment No. 3).

The Planning Commission was able to make of all the required findings for the Conditional Use Permit. The operation characteristics of the adult day care center will

also be compatible with the surrounding commercial and residential properties. The shuttle service will help minimize vehicular traffic and queuing on the site to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. All activity will take place inside the building.

The adult day care center will be required to comply with all the regulations of the Los Angeles County Public Health Department and all State agencies that regulate adult day care centers. Should any issues or concerns arise, the project includes a condition that allows the City to make any adjustments to address any impacts the use might have to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties, including nearby school uses.

### **ENVIRONMENTAL ANALYSIS**

The Planning Commission determined that the project qualifies as a Class 1 Categorical Exemption per the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Class 1, Section 15301 of the CEQA Guidelines for the use of an existing facility - refer to Attachment No. 3.

### **PUBLIC NOTICE**

Public hearing notices for the City Council’s review of the Planning Commission’s decision were mailed all the owners within 300 feet of the subject property and published in the *Arcadia Weekly* on April 21, 2022. As of April 28, 2022, staff did not receive any public comments on this project.

### **FISCAL IMPACT**

There is no expected fiscal impact as a result of this project.

### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 7428, affirming the Planning Commission’s approval of Conditional Use Permit No. CUP 21-05 for a new adult day care center at 253 E. Foothill Boulevard, and find that the project is Categorically Exempt under Section 15301 of the California Environmental Quality Act (“CEQA”), subject to the conditions included in Resolution No. 7428. The approval should incorporate the findings of the Planning Commission as well as any additional findings the City Council deems appropriate.

Review of Conditional Use Permit No. CUP 21-05

May 3, 2022

Page 4 of 4

Approved:



Dominic Lazzaretto  
City Manager

Attachment No. 1: Resolution No. 7428

Attachment No. 2: Planning Commission Meeting Minutes, dated March 22, 2022

Attachment No. 3: Resolution No. 2090 and Planning Commission  
Staff Report with Attachments, dated March 22, 2022

# **Attachment No. 1**

Resolution No. 7428

RESOLUTION NO. 7428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AFFIRMING THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A NEW ADULT DAY CARE CENTER AT 253 E. FOOTHILL BOULEVARD

WHEREAS, on October 4, 2021, an application for Conditional Use Permit No. CUP 21-05 was filed by the Mailian and Associates ("Applicant"), on behalf of the business owner, Khoren Dishigrikian, to allow a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and special needs adults within an existing standalone commercial building located at 253 E. Foothill Blvd.; and

WHEREAS, on March 2, 2022, Planning Services completed an environmental assessment for the adult day care center in accordance with the California Environmental Quality Act ("CEQA") and determined that the daycare is exempt under Class 1, Section 15301 of the CEQA Guidelines pertaining to the use of an existing facility; and

WHEREAS, on March 22, 2022, a duly noticed public hearing was held before the Planning Commission on said application, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, after the public hearing the Planning Commission adopted Resolution No. 2090 on a 5-0 vote for a new adult day care center with up to 210 senior citizen and special needs adults within an existing standalone commercial building at 253 E. Foothill Boulevard, subject to the conditions of approval listed in the staff report; and

WHEREAS, on March 25, 2022, City Council Member Beck submitted a request for the consideration of a call for review of the Planning Commission's approval of Conditional Use Permit No. CUP 21-05; and

WHEREAS, on April 19, 2022, the City Council considered the call for review and a majority vote was obtained to formally call up the item and schedule it for a public hearing; and

WHEREAS, on May 3, 2022, 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,

WHEREAS, based upon the entire record, including without limitation the staff report and related documents presented to the City Council, the City Council finds as follows with respect to the approval of Conditional Use Permit No. CUP 21-05;

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

SECTION 1. The factual data submitted by Development Services Department the in the staff report dated May 3, 2022, are true and correct.

SECTION 2. Based upon the entire record and pursuant to Section 9107.09.050 of the Arcadia Development Code, the City Council finds as follows.

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 the Development Code and the Municipal Code.

FACT: Approval of the adult day care center is consistent with the Commercial Land Use Designation of the site. The Commercial Land Use Designation is intended to permit a wide range of commercial uses, which serve both neighborhood and citywide markets. The site is zoned C-G, General Commercial. Arcadia Development Code allows for a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit. The proposed use will fill a vacancy and will also add a new adult day care service to the community. The adult day care center will provide shuttle services to most of the patrons. With the shuttle service, the site will have a surplus of 13 spaces that will be available for family members and caretakers to utilize. Thus, the site will have more than sufficient parking for the use. The proposal also complies with all other applicable provisions of the Development Code. The use will be consistent with the intended commercial use of the property and will be required to comply with all applicable requirements and regulations of the Los Angeles Public Health Department and all State agencies that regulate adult day care centers. In addition, the approval of adult day care center will be consistent with the following General Plan goals and policies:

Land Use and Community Design Element

- Policy LU-6.7: Encourage a balanced distribution of commercial development throughout the City, ensuring that neighborhoods and districts have adequate access to local-serving commercial uses.
- Policy LU-6.8: Encourage the intensification of commercial uses on underutilized commercial properties and the transitioning of non-commercial uses on commercial properties in accordance with the Land Use Policy Map and all applicable regulations.

## Parks, Recreation, and Community Resources Element

- Goal PR-5: Recreation, education, enrichment, and social service programs that respond to a broad range of community interests, promote healthy lifestyles, and meet the needs, desires, and interests of the Arcadia community.

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 proposed adult day care center will occupy an entire 13,123 square foot, one-story commercial building. The proposed use will be compatible with other similar service based commercial businesses along Foothill Boulevard that include grocery stores, education/music tutoring centers, dry cleaners, and personal care services. In order for the site to accommodate the parking capacity and vehicular traffic of the adult day care center, the center will provide shuttle services for the majority of the patrons. The existing parking lot will be improved to provide six (6) shuttle spaces with adequate loading area that will be managed and arranged by the adult day care center. With the shuttle service, there will be more than sufficient parking for the use and no traffic and circulation impacts to adjacent properties and the public street are expected. The operation characteristics of the adult day care center will also be compatible with the adjoining residential properties to the north. The shuttle service will take place towards the front of the property and all activity will take place inside the building. Additionally, all existing mature landscaping along the rear of the property will remain in place and will serve as a noise and visual buffer to the adjacent residential properties to the north. Therefore, the design, scale and characteristics of the adult day care will be compatible with existing and future land uses in the vicinity.

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, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood;

FACT: The building has sufficient tenant space to accommodate the office spaces and open area for the services, social, and recreational activities that will be provided to the adults. To accommodate the scale of the adult day care center, the business will provide an adequate pick-up/drop-off service to the majority of the patrons. The parking lot will be modified to provide six (6) shuttles that will serve up to 180 patrons to help ensure there is sufficient parking for the use. This will help manage vehicular traffic on site by reducing the scale of it and minimizing vehicular queuing on the driveway to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. In terms of landscaping and perimeter fencing, all existing fencing and landscaping shall remain in place to minimize any visual and noise impacts to the adjacent residential properties to the north. Therefore, the site is physically suitable for the proposed adult day care center.

b. Streets and highways adequate in width and pavement type to accommodate public and emergency vehicle (e.g., fire and medical) access;

FACT: The site is located along Foothill Boulevard between N. 2<sup>nd</sup> Avenue and N. 5<sup>TH</sup> Avenue with two driveways. The driveway nearest to the adjacent property with Ralphs market is for ingress only and the other driveway is for ingress/egress. These streets are designated and designed with the capacity to accommodate both public and emergency

vehicles. Foothill Boulevard and nearby streets are adequate in width and pavement type to carry the traffic that could be generated by the adult day care center and to support emergency vehicle access. Therefore, the proposed use will not impact these streets.

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

FACT: As part of the tenant improvement for the use, the existing single-story commercial building will be improved to meet all current safety requirements per Building Code and Fire Code. Therefore, no impacts to public protection services are anticipated.

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

FACT: The proposed business will be located within an existing commercial building, which is adequately serviced by existing utilities. The request neither includes an expansion to the building nor will be operated, in a manner that will impact the provision of utilities. Therefore, no impacts to the provision of utilities are anticipated.

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 proposed adult day care center will provide a community service to the aging and disabled population of the City and the surrounding communities. The use is compatible with the other similar services businesses within the vicinity. The adult day care center will provide shuttle services to most of the patrons in order for the site to accommodate the scale of the adult day care. With the shuttle service, the site will have a

surplus of parking for the use. Based on the operational characteristics of the adult day care center, no impacts in terms of noise or vehicular traffic to the surrounding commercial and residential properties are expected. The adult day care center will be required to comply with all applicable requirements and protocols required by the Los Angeles County Public Health Department and all State agencies that regulate adult day care centers. Therefore, the proposed adult day care center will not be detrimental to the public health or welfare, or the surrounding properties. The size and nature of the operation will not adversely affect the subject site or the surrounding businesses and properties.

SECTION 3. The proposed adult day care center is Categorically Exempt from the California Environmental Quality Act ("CEQA") pursuant to Class 1, Section 15301, of the CEQA Guidelines pertaining to the use of an existing facility.

SECTION 4. For the foregoing reasons the City Council affirms the Planning Commission's approval of Conditional Use Permit No. CUP 21-05 with a Categorical Exemption under the California Environmental Quality Act ("CEQA") for a new adult day care center at 253 E. Foothill Boulevard, with the attached conditions of approval.

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

[SIGNATURES ON THE NEXT PAGE]

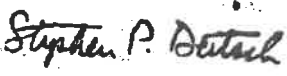
Passed, approved and adopted this 3rd day of May 2022.

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

ATTEST:

\_\_\_\_\_  
Gene Glasco  
City Clerk

APPROVED AS TO FORM:

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





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## RESOLUTION NO. 7428

### Conditions of Approval

1. The use approved by CUP 21-05 is limited to an adult day care center with up to 210 adults and shall be operated and maintained in a manner that is consistent with the proposal and plans submitted and approved for CUP 21-05, and the provisions of this Conditional Use Permit may be adjusted after due notice to address any adverse impacts to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties.
2. The adult day care center hours shall be limited from 7:00 AM to 4:00 PM, daily.
3. No more than 210 adults shall be permitted at any given time. The adult day care center shall be required to provide shuttle services to a minimum of 180 adults, daily and this shall be contractually required under the enrollment process. The van shuttles shall drop-off the adults in two shifts to avoid any potential impacts on-site between the hours of 7:00 AM. to 9:00 AM. The City has the ability at any time to make any changes to the operation, including but not limited to the drop-off/pick-up operation and requiring additional signage to ensure the proposed use does not create a potential impact to the adjacent properties.
4. Prior to submittal for plan-check review with Building Services for the tenant improvement, the parking lot plan shall be revised to provide six (6) van accessible shuttle spaces compliant with Building Code Section CBC 11B-209.2. The parking lot shall be restriped prior to the issuance of the Certificate of Occupancy from the Building Services.
5. Prior to submittal for plan-check review with Building Services for the tenant improvement, the direction of the existing drive-through lane shall be revised to a south bound lane to provide an additional drive aisle. A "Do Not Enter" sign shall be added at the entry of the lane and the direction of the lane arrows shall be revised prior to the issuance of the Certificate of Occupancy from the Building Services. Should the business owner decided to use the drive lane as a drop-off/pick-up lane instead, a vehicle queuing and loading plan shall be required and will be subject to the review and approval of the City Engineer and Planning & Community Development Administrator, or designee.
6. All staff members shall be required to park at the rear of the parking lot area.
7. The business owner shall be required to notify all patrons under their contracts that the parking lot on the adjacent property to the west (Ralph's market) at 211 E. Foothill Blvd. is not part of the subject site and cannot be utilized for parking.
8. The adult day care center shall comply with all the requirements regulated by the Los Angeles County Public Health Department and all State agencies that regulate adult day care centers.

9. The tenant improvement plans submitted for Building Service plan-check review shall comply with the latest codes as applicable:
  - a. California Building Code
  - b. California Electrical Code
  - c. California Mechanical Code
  - d. California Plumbing Code
  - e. California Energy Code
  - f. California Fire Code
  - g. California Green Building Standards Code
  - h. California Existing Building Code
  - i. Arcadia Municipal Code
10. Prior to the issuance of a Certificate of Occupancy from the Building Services, the following Fire Department conditions shall be met:
  - a. A full coverage fire alarm system shall be provided.
  - b. Illuminated exit signage and emergency lighting shall be provided along all paths of egress.
  - c. Minimum rated 2A:10BC fire extinguishers shall be provided at approved locations. All required exit doors shall be equipped with panic or lever type hardware.
  - d. Latched or key operated locks are not permitted.
  - e. A knox box shall be provided at an approved location.
11. Prior to the issuance of a Certificate of Occupancy from the Building Services, one (1) Automated External Defibrillator (AED) shall be installed. The location of the AED shall be shown on the plans submitted for plan check review with the Building Services and is subject to review and approval by the Planning & Community Development Administrator, or designee.
12. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/applicant to the satisfaction of the Building Official, City Engineer, Planning & Community Development Administrator, Fire Marshal, and Public Works Services Director, or their respective designees. The changes to the existing facility may be subject to building permits after having fully detailed plans submitted for plan check review and approval by the aforementioned City officials.
13. Noncompliance with the plans, provisions and conditions of approval for CUP 21-05 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing of the preschool.
14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City,

and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City (“Indemnitees”) harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant’s activities in connection with Conditional Use Permit No. CUP 21-05 (“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, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City’s legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

15. Approval of CUP 21-05 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The Acceptance Form to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

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# **Attachment No. 2**

Planning Commission Meeting Minutes,  
Dated March 22, 2022



**ARCADIA PLANNING COMMISSION  
REGULAR MEETING MINUTES  
TUESDAY, MARCH 22, 2022**

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

**ROLL CALL**

PRESENT: Chair Lin, Vice Chair Chan, Thompson, Tsoi, Wilander

**SUPPLEMENTAL INFORMATION FROM STAFF REGARDING AGENDA ITEMS**

There was no supplemental information.

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

There were none.

**PUBLIC HEARING**

1. **Resolution No. 2090** – Approving Conditional Use Permit No. CUP 21-05 with a Categorical Exemption under the California Environmental Quality Act (“CEQA”) for a new adult day care center with up to 210 adults at 253 E. Foothill Boulevard

**Recommendation:** Adopt Resolution No. 2090

**Applicant:** Mailian and Associates

Chair Lin introduced the item and Associate Planner Vanessa Quiroz presented the staff report.

Commissioner Thompson asked if any of the participants will drive themselves to the day care center, and staff responded that very few patrons will drive themselves and that most attendees will either be dropped-off and picked-up or rely on transportation services provided by the business.

Commissioner Wilander asked if the existing North Hollywood location has a shuttle service in place, which staff confirmed they did.

Chair Lin opened the public hearing and asked if the Applicant would like to speak on the item.

Argineh Mailian, representative for the Applicant, spoke briefly and explained that they chose Arcadia as their next location since according to the California Department of Aging (“CDA”) there is a need for this type of service in this area.

Commissioner Thompson asked how many of the attendees at their existing location currently utilize the shuttle service. The Applicant responded that about ninety percent of their patrons use this service.

Commissioner Tsoi asked for clarification on the location of the main entrance into the proposed facility, and the Applicant responded that the main entrance is at the southwest corner of the building.

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*Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection in the City's Planning Services Office located at 240 W. Huntington Drive, Arcadia, California, during normal business hours.*

Vice Chair Chan expressed concern over the four ADA parking spaces, noting that while the Applicant expects majority of the users will use their shuttle service, some will still arrive by car, therefore he felt more ADA spaces should be provided. The Applicant responded that they worked extensively with City staff on the parking, and that there are sixty parking spaces designated exclusively for the proposed business, and that in addition to the four ADA spaces, the six spaces designated for the shuttles are also ADA spaces, bringing a total to 10 ADA spaces. Chan asked how many ADA spaces are required for the facility. Staff responded and said two spaces are required, but four are being proposed excluding the six van/shuttle ADA spaces.

Commission Wilander asked for clarification on the how the shuttle parking spaces will be utilized. The Applicant responded and explained that when the ADA parking spaces for the shuttles are not in use that they may be used by the patrons and they can park their shuttles at the rear of the property, but this parking arrangement would have to be approved by the City.

Vice Chair Chan followed up Commissioner Wilander's question by asking if the shuttles will be parked in those spaces throughout the day, or if they will only be there for drop-off and pick-up. The Applicant responded that with the current proposal the shuttles will remain in those spaces when not in use, but they are open to working with City staff on an alternative location for the shuttles to make more ADA parking spaces available for their patrons.

Chair Lin invited the public to speak on the item, and one speaker spoke.

**Donna Perez, Resident:** Expressed concern that adult day care centers create increased foot traffic in the area that would produce congestion and problems in the shopping center and nearby crosswalks. She added that the additional traffic caused by employees of the facility and the shuttles coming in and out throughout the day would cause problems for the businesses and residents in the area. The Speaker proposed alternative businesses for the space, including food and drink establishments or another drug store, and encouraged the Commission to consider traffic congestion and other impacts to the nearby businesses and safety of the attendees of the business and students at the nearby middle school.

The Applicant responded to the concerns regarding increased foot traffic by stating that participants will not be allowed to leave the building per CDA regulations, so they will not be walking around the shopping center or nearby areas as mentioned in the public comment. She responded to the concern regarding increased vehicle traffic by noting that the parking spaces available for the facility exceed the code requirements, and that ensuring shuttles have designated parking spaces will also help alleviate impacts on traffic congestion.

Chair Lin asked the Applicant if the business would provide day trips out of the facility for the attendees to which she responded that they would not provide such activities, and their programs will be on-site and within the building.

Vice Chair Chan asked City staff if there were any traffic studies done for this project. Deputy Development Services Director/City Engineer Phil Wray responded that the proposed project generates considerably less traffic than the previous business, Walgreens, and that there were no foreseeable traffic impacts from the proposed use. Wray noted that the possible traffic caused by drop-off and pick-up of day care attendees will not likely cause issues for school drop-off and pick-up traffic as it would not be at the same time.

## MOTION- PUBLIC HEARING

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

## DISCUSSION

The Commissioners found the project to meet the requirements of the Conditional Use Permit and that the facts to support the findings render approval.

Commissioner Thompson supported the project and commented that the Applicant may need to provide additional shuttle vans in the future to help transport participants more easily, which can be determined by the Planning & Community Development Administrator after the business is in operation.

Vice Chair Chan shared his concern that while he thinks the business should provide more ADA parking spaces, it may not be an issue if the shuttle vans do not occupy the ADA parking spaces when they are not in-use or they provide additional ADA spaces on the property. He will leave that to City Staff to work it out with the Applicant. He agreed with the traffic assessment provided by the City Engineer that the proposed facility would likely generate less traffic than a food establishment or drug store and noted that traffic caused by the facility should not overlap with traffic from the nearby middle school since the drop-off and pick-up times do not overlap. Chan strongly favored the project.

Commissioner Wilander felt the proposed project will be a good use of the existing property as well as for the community. She was in favor of the project.

Commissioner Tsoi agreed with the rest of the Commissioner's comments and expressed his support for the project.

Chair Lin agreed that there is a need in the community for the proposed services and was in favor of the project.

## MOTION

2. It was moved by Vice Chair Chan, seconded by Commissioner Tsoi to adopt Resolution No. 2090, approving Conditional Use Permit No. CUP 21-05 with a Categorical Exemption under the California Environmental Quality Act ("CEQA") for a new adult day care center with up to 210 adults at 253 E. Foothill Boulevard.

## ROLL CALL

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

*There is a ten day appeal period after the adoption of the Resolution. If adopted, appeals are to be filed by 4:30 p.m. on Friday, April 1, 2022.*

## CONSENT CALENDAR

1. Minutes of the February 22, 2022, Regular Meeting of the Planning Commission

**Recommendation:** Approve

It was moved by Vice Chair Chan, seconded by Commissioner Wilander to approve the minutes of the February 22, 2022, Planning Commission Regular Meeting.

**ROLL CALL**

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

**MATTERS FROM CITY COUNCIL LIAISON**

Council Member Beck was not present for this meeting.

**MATTERS FROM THE PLANNING COMMISSIONERS**

The Commissioners had nothing to report.

**MATTERS FROM ASSISTANT CITY ATTORNEY**

Mr. Maurer had nothing to report.

**MATTERS FROM STAFF INCLUDING UPCOMING AGENDA ITEMS**

Ms. Flores informed the Commission know that there are two items tentatively scheduled for the next meeting.

**ADJOURNMENT**

The Planning Commission adjourned the meeting at adjourned at 7:27 p.m., to Tuesday, April 12, 2022, at 7:00 p.m. in the City Council Chamber.

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

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

# **Attachment No. 3**

Resolution No. 2090 and Planning  
Commission Staff Report with  
Associated Attachments, Dated  
March 22, 2022

RESOLUTION NO. 2090

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A NEW ADULT DAY CARE CENTER AT 253 E. FOOTHILL BOULEVARD

WHEREAS, on October 4, 2021 an application for Conditional Use Permit No. CUP 21-05 was filed by the Mailian and Associates ("Applicant"), on behalf of the business owner, Khoren Dishigrikian, to allow a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and special needs adults within an existing standalone commercial building located at 253 E. Foothill Blvd.; and

WHEREAS, on March 2, 2022, Planning Services completed an environmental assessment for the adult day care center in accordance with the California Environmental Quality Act ("CEQA") and determined that the daycare is exempt under Class 1, Section 15301 of the CEQA Guidelines pertaining to the use of an existing facility; and

WHEREAS, on March 22, 2022, a duly noticed public hearing was held before the Planning Commission on said application, at which time all interested persons were given full opportunity to be heard and to present evidence.

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

SECTION 1. The factual data submitted by the Community Development Division in the staff report dated March 22, 2022 are true and correct.

SECTION 2. This Commission finds that based upon the entire record, pursuant to Section 9107.09.050 of the Arcadia Development Code, all of the following findings can be made.

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 comply with all other applicable provisions of the Development Code and the Municipal Code.

FACT: Approval of the adult day care center is consistent with the Commercial Land Use Designation of the site. The Commercial Land Use Designation is intended to permit a wide range of commercial uses, which serve both neighborhood and citywide markets. The site is zoned C-G, General Commercial. Arcadia Development Code allows for a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit. The proposed use will fill a vacancy and will also add a new adult day care service to the community. The adult day care center will provide shuttle services to most of the patrons. With the shuttle service, the site will have a surplus of 13 spaces that will be available for family member and care takers to utilize. Thus, the site will have more than sufficient parking for the use. The proposal also complies with all other applicable provisions of the Development Code. The use will be consistent with the intended commercial use of the property and will be required to comply with all applicable requirements and regulations required for the use by the Los Angeles Public Health Department and any State agencies that regulate adult day care centers. Therefore,

approval of adult day care center will be consistent with the General Plan, goals and policies:

#### Land Use and Community Design Element

- Policy LU-6.7: Encourage a balanced distribution of commercial development throughout the City, ensuring that neighborhoods and districts have adequate access to local-serving commercial uses.
- Policy LU-6.8: Encourage the intensification of commercial uses on underutilized commercial properties and the transitioning of non-commercial uses on commercial properties in accordance with the Land Use Policy Map and all applicable regulations.

#### Parks, Recreation, and Community Resources Element

- Goal PR-5: Recreation, education, enrichment, and social service programs that respond to a broad range of community interests, promote healthy lifestyles, and meet the needs, desires, and interests of the Arcadia community.

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 proposed adult day care center will occupy an entire 13,123 square foot, one-story commercial building. The proposed use will be compatible with other similar service based commercial businesses along Foothill Boulevard that include grocery stores, education/music tutoring centers, dry cleaners, and personal care services. In

order for the site to accommodate the parking capacity and vehicular traffic of the adult day care center, the center will provide shuttle services to the majority of the patrons. The existing parking lot will be improved to provide six (6) shuttle spaces with adequate loading area that will be managed and arranged by the adult day care center. With the shuttle service, there will be more than sufficient parking for the use and no traffic and circulation impacts to adjacent properties and the public street are expected. The operation characteristics of the adult day care center will also be compatible with the adjoining residential properties to the north. The shuttle service will take place towards the front of the property and all activity will take place inside the building. Additionally, all existing mature landscaping along the rear of the property will remain in place and will serve as a noise and visual buffer to the adjacent residential properties to the north. Therefore, the design, scale and characteristics of the adult day care will be compatible with existing and future land uses in the vicinity.

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, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood;

FACT: The building has sufficient tenant space to accommodate the office spaces and open area for the services, social, and recreational activities that will be provided to the adults. To accommodate the scale of the adult day care center, the business will provide an adequate pick-up/drop-off service to the majority of the patrons. The parking

lot will be modified to provide six (6) shuttles that will serve up to 180 patrons to help ensure there is sufficient parking for the use. This will help manage vehicular traffic on site by reducing the scale of it and minimizing vehicular queuing on the driveway to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. In terms of landscaping and perimeter fencing, all existing fencing and landscaping shall remain in place to minimize any visual and noise impacts to the adjacent residential properties to the north. Therefore, the site is physically suitable for the proposed adult day care center.

b. Streets and highways adequate in width and pavement type to accommodate public and emergency vehicle (e.g., fire and medical) access;

FACT: The site is located along Foothill Boulevard between N. 2<sup>nd</sup> Avenue and N. 5<sup>th</sup> Avenue with two driveways. The driveway nearest to the adjacent property with Ralphs market is for ingress only and the other driveway is for ingress/egress. These streets are designated and designed with the capacity to accommodate both public and emergency vehicles. Foothill Boulevard and nearby streets are adequate in width and pavement type to carry the traffic that could be generated by the adult day care center and to support emergency vehicle access. Therefore, the proposed use will not impact these streets.

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

FACT: As part of the tenant improvement for the use, the existing single-story commercial building will be improved to meet all current safety requirements per Building Code and Fire Code. Therefore, no impacts to public protection services are anticipated.

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

FACT: The proposed business will be located within an existing commercial building, which is adequately serviced by existing utilities. The request neither includes an expansion to the building nor will be operated, in a manner that will impact the provision of utilities. Therefore, no impacts to the provision of utilities are anticipated.

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 proposed adult day care center will provide a community service to the aging and disable population of the City and the surrounding communities. The use is compatible with the other similar services businesses within the vicinity. The adult day care center will provide shuttle services to most of the patrons in order for the site to accommodate the scale of the adult day care. With the shuttle service, the site will have a surplus of parking for the use. Based on the operational characteristic of the adult day care center, no impacts in terms of noise or vehicular traffic to the surrounding commercial and residential properties are expected. The adult day care center will be required to comply with all applicable requirements and protocols required by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Therefore, the proposed adult day care center will not be detrimental to the public health or welfare,

or the surrounding properties. The size and nature of the operation will not adversely affect the subject site or the surrounding businesses and properties.

SECTION 3. The proposed adult daycare center is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301, of the CEQA Guidelines pertaining to the use of an existing facility.

SECTION 4. For the foregoing reasons the Planning Commission determines that the tattoo shop is Categorically Exempt per Class 1, Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, and approves Conditional Use Permit No. CUP 21-05 to allow a new adult day care center with up to 210 senior citizen and special needs adults within an existing standalone commercial building at 253 E. Foothill Boulevard, 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 22<sup>nd</sup> day of March 2022.



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Zi Lin  
Chair, Planning Commission

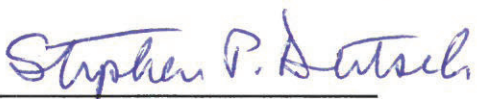
ATTEST:



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Lisa L. Flores  
Secretary

APPROVED AS TO FORM:



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Stephen P. Deitsch  
City Attorney

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## RESOLUTION NO. 2090

### Conditions of Approval

1. The use approved by CUP 21-05 is limited to an adult day care center with up to 210 adults and shall be operated and maintained in a manner that is consistent with the proposal and plans submitted and approved for CUP 21-05, and the provisions of this Conditional Use Permit may be adjusted after due notice to address any adverse impacts to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties.
2. The adult day care center hours shall be limited from 7:00 AM to 4:00 PM, daily.
3. No more than 210 adults shall be permitted at any given time. The adult day care center shall be required to provide shuttle services to a minimum of 180 adults, daily and this shall be contractually required under the enrollment process. The van shuttles shall drop-off the adults in two shifts to avoid any potential impacts on-site between the hours of 7:00 AM. to 9:00 AM. The City has the ability at any time to make any changes to the operation, including but not limited to the drop-off/pick-up operation and requiring additional signage to ensure the proposed use does not create a potential impact to the adjacent properties.
4. Prior to submittal for plan-check review with Building Services for the tenant improvement, the parking lot plan shall be revised to provide six (6) van accessible shuttle spaces compliant with Building Code Section CBC 11B-209.2. The parking lot shall be restriped prior to the issuance of the Certificate of Occupancy from the Building Services.
5. Prior to submittal for plan-check review with Building Services for the tenant improvement, the direction of the existing drive-through lane shall be revised to a south bound lane to provide an additional drive aisle. A "Do Not Enter" sign shall be added at the entry of the lane and the direction of the lane arrows shall be revised prior to the issuance of the Certificate of Occupancy from the Building Services. Should the business owner decided to use the drive lane as a drop-off/pick-up lane instead, a vehicle queuing and loading plan shall be required and will be subject to the review and approval of the City Engineer and Planning & Community Development Administrator, or designee.
6. All staff members shall be required to park at the rear of the parking lot area.
7. The business owner shall be required to notify all patrons under their contracts that the parking lot on the adjacent property to the west (Ralph's market) at 211 E. Foothill Blvd. is not part of the subject site and cannot be utilized for parking.
8. The adult day care center shall comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers.

9. The tenant improvement plans submitted for Building Service plan-check review shall comply with the latest codes as applicable:
  - a. California Building Code
  - b. California Electrical Code
  - c. California Mechanical Code
  - d. California Plumbing Code
  - e. California Energy Code
  - f. California Fire Code
  - g. California Green Building Standards Code
  - h. California Existing Building Code
  - i. Arcadia Municipal Code
10. Prior to the issuance of a Certificate of Occupancy from the Building Services, the following Fire Department conditions shall be met:
  - a. A full coverage fire alarm system shall be provided.
  - b. Illuminated exit signage and emergency lighting shall be provided along all paths of egress.
  - c. Minimum rated 2A:10BC fire extinguishers shall be provided at approved locations. All required exit doors shall be equipped with panic or lever type hardware.
  - d. Latched or key operated locks are not permitted.
  - e. A knox box shall be provided at an approved location.
11. Prior to the issuance of a Certificate of Occupancy from the Building Services, one (1) Automated External Defibrillator (AED) shall be installed. The location of the AED shall be shown on the plans submitted for plan check review with the Building Services and is subject to review and approval by the Planning & Community Development Administrator, or designee.
12. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/applicant to the satisfaction of the Building Official, City Engineer, Planning & Community Development Administrator, Fire Marshal, and Public Works Services Director, or their respective designees. The changes to the existing facility may be subject to building permits after having fully detailed plans submitted for plan check review and approval by the aforementioned City officials.
13. Noncompliance with the plans, provisions and conditions of approval for CUP 21-05 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing of the preschool.
14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City,

and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Conditional Use Permit No. CUP 21-05 ("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, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

15. Approval of CUP 21-05 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The Acceptance Form to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

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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. 2090 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 22<sup>nd</sup> day of March, 2022 and that said Resolution was adopted by the following vote, to wit:

AYES:     Thompson, Tsoi, Wilander, Vice Chair Chan, Chair Lin

NOES:     None

ABSENT:   None

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



# STAFF REPORT

Development Services Department

**DATE:** March 22, 2022

**TO:** Honorable Chairman and Planning Commission

**FROM:** Lisa L. Flores, Planning & Community Development Administrator  
By: Vanessa Quiroz, Associate Planner

**SUBJECT:** RESOLUTION NO. 2090 - APPROVING CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) FOR A NEW ADULT DAY CARE CENTER WITH UP TO 210 ADULTS AT 253 E. FOOTHILL BOULEVARD  
**Recommendation: Adopt Resolution No. 2090**

## **SUMMARY**

The Applicant, Mailian and Associates, on behalf of the business owner, Khoren Dishigrikian, is requesting approval of Conditional Use Permit Application No. CUP 21-05 for a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and special needs adults at 253 E. Foothill Blvd. It is recommended that the Planning Commission adopt Resolution No. 2090 (Attachment No. 1) and find this project Categorical Exempt under CEQA and approve Conditional Use Permit No. CUP 21-05, subject to the conditions listed in this staff report.

## **BACKGROUND**

The subject site is currently developed with a 13,123 square foot, single-story commercial building that was built in 2008 for the pharmaceutical retail store, Walgreens. The store closed in 2019 and it has since remained vacant. The property is zoned C-G, General Commercial and is located on north side of Foothill Boulevard between N. 2<sup>nd</sup> Avenue and. 5<sup>th</sup> Avenue, and it is surrounded by other commercial properties along Foothill Boulevard with adjacent single-family residential properties to the north - refer to Attachment No. 2 for an Aerial Photo with Zoning Information and Photos of the subject property.

The site currently has 64 parking spaces (60 standard and four (4) ADA spaces), a drive-through lane for the former pharmacy, and two (2) driveways entrances along Foothill Boulevard – refer to Figure No. 1 below for an ariel view of the shared driveway entry.



Figure No. 1: Ariel view of the subject site and the adjoining site to the west.

## **PROPOSAL**

Regal Adult Day Health Center is a program-based day care center that will provide care and health management support to senior citizens and special needs adults. The business owner is looking to expand his business and open a second location in Arcadia. His existing adult day care center is located in North Hollywood and it has been in operation for 10 years with approximately 195 seniors or special needs adults.

Regal Adult Day Health Center will operate at a similar scale with up to 210 patrons. There will be a total of 21 staff members which will consist of an Administrator, Physician, Nurse, Social Worker, Program Director, Dietitian, Pharmacist, and Physical, Occupational, and Speech therapists as well as the shuttle drivers and support staff. The adult day care center will operate from 8:00 AM to 2:30 PM daily, while the administration hours of the center will be from 7:00 AM to 4:00 PM. The adult day care will provide transportation services, meals (catered), recreation and social activities and nutritional counseling as well as nursing services, medication management, and therapy services to all patrons. The adult day care will operate all year around. As a program-based day care center, enrollment span will be based on the care and medical needs of the individual.

A tenant improvement is proposed to provide six (6) offices, an employee room, food preparation room, ADA (Americans with Disabilities Act) compliant restrooms, an activity room, and a large open seating area – refer to Figure No. 2 and Attachment No. 3 for the proposed floor plan. The exterior façade will remain largely the same except for a new

exterior door to provide an additional entry point and to meet Fire Code per condition no. 9 of the staff report.

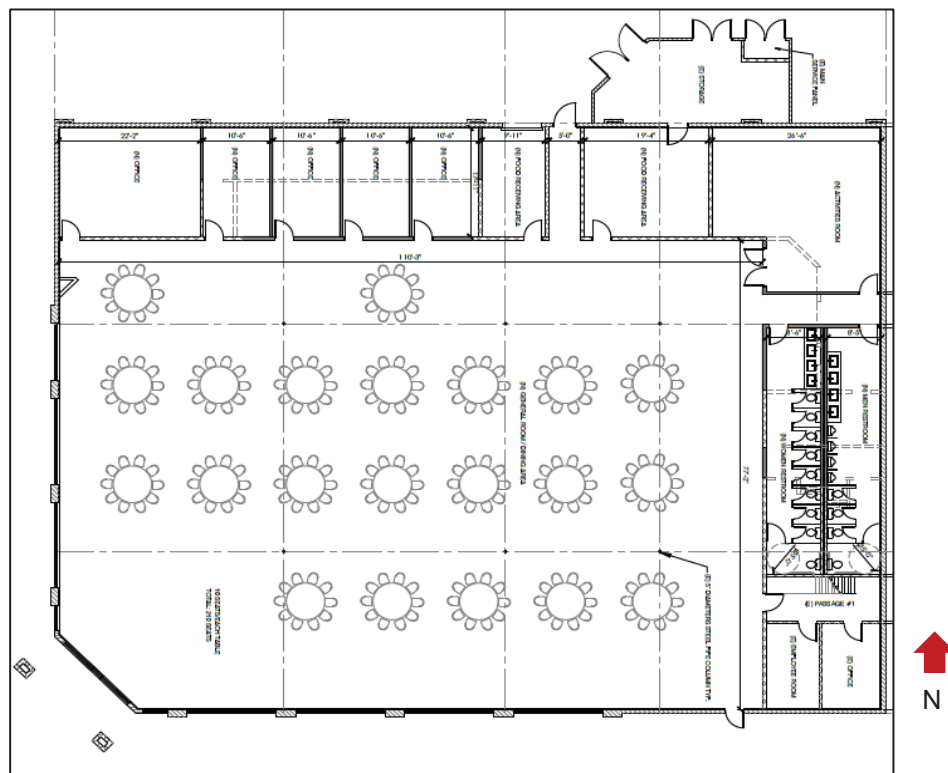


Figure No. 2: The Proposed Floor Plan

The proposed adult day care center requires 63 parking spaces for the use— refer to Table No. 1 below for the required parking and breakdown. Although the site has sufficient parking for the use, the business owner is proposing to provide a shuttle service (pick-up and drop-off) as part of his business operation to minimize any potential parking, circulation, and vehicular traffic impacts due to the number of patrons the adult day care will have. With the shuttle service, the use will only require 42 spaces— refer to Table No. 1 below for the parking breakdown.

Table No. 1

# of individuals	Parking Spaces Required	
	1 space per 5 adults without shuttle service	1 space per 10 adults with shuttle service
210 (Patrons)	42 spaces	21 spaces
	Plus 1 space per employee	Plus 1 space per employee
21 (Employees)	21 spaces	21 spaces
<b>Total spaces required</b>	<b>63 spaces</b>	<b>42 spaces + 6 shuttles</b>

The parking lot will be reconfigure to accommodate the six (6) van shuttle space with ADA accessible loading areas. This will result in the removal of three (3) regular parking stalls along the front and west side of the building for a new total of 61 spaces (51 standard, four (4) ADA stalls, and six (6) shuttle spaces) – see Figure No. 3 below for the proposed site plan. The site will have a surplus of 13 parking spaces for the use of the family, friends, and caretakers.

As for the shuttle service, the 15 passenger vans will pick-up and drop-off the adults from their residence within a 5-mile radius of this site. There will be a total of 6 vans, and at least 180 adults will be required to utilize this service as part of the operation. The shuttle pick-ups will begin at 7:00 AM and there will be a two-hour window to drop off the adults at the facility. The adults will be shuttled back to their residence starting at 1:30 PM.

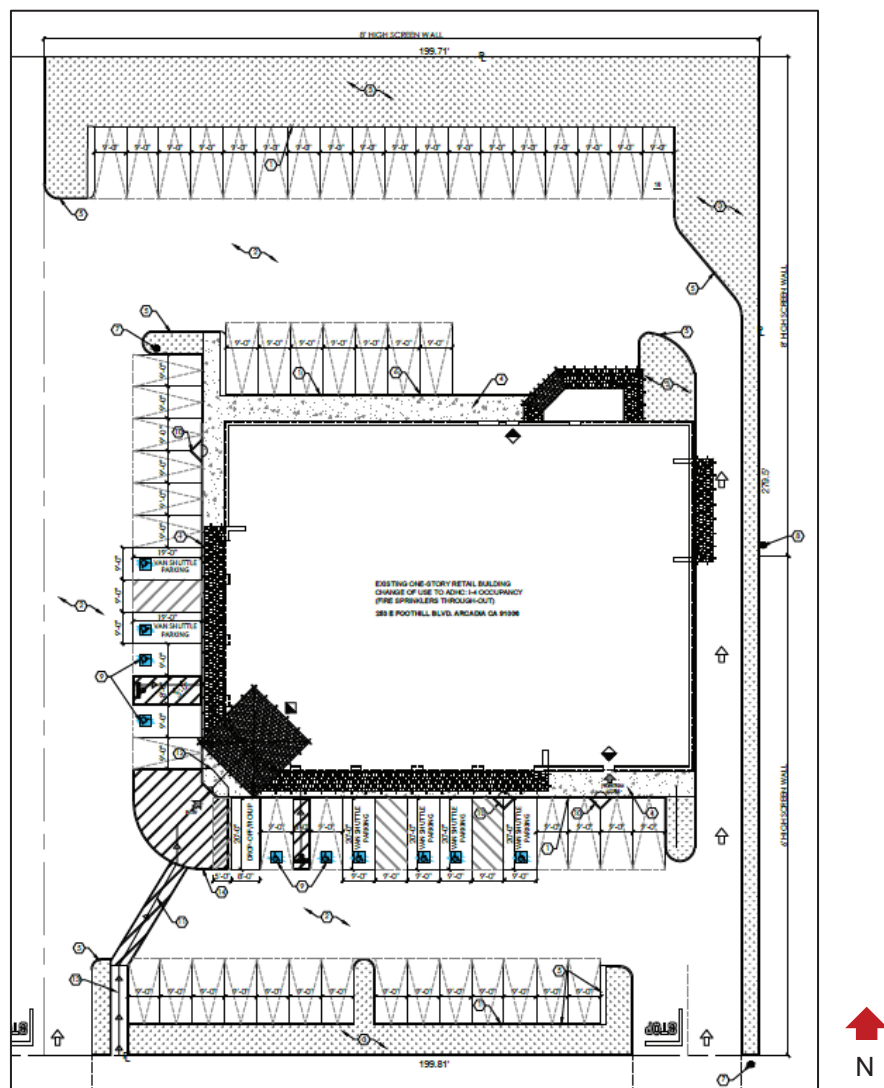


Figure No. 3 The Proposed Site Plan

## **ANALYSIS**

The City's Development Code allows a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit to ensure that the proposed business is an appropriate use for the property and is compatible with other uses in the surrounding area. The proposed use is compatible with the other surrounding uses since the site is on a major commercial corridor and it is surrounded by other service-based businesses such as the grocery store, education/music tutoring centers, and other service-based businesses. There is only one adult day care center currently in the city (dba: Golden Years Adult Day Health Care) at 60 W. Live Oak Avenue, therefore having another adult day care center will provide additional service to the aging and disabled population to the local residents, and surrounding communities.

There will be minimal impact to the adjacent commercial businesses since the adult day care will provide shuttle service to majority of their patrons as these individuals rely on transportation services. This shall be contractually required under their enrollment per condition no. 3 of the staff report. The shuttle service will be organized into shifts, and they will have their own designated parking spaces with ADA compliant loading area so that the patrons have space to maneuver in and out of the shuttles. Most pick-ups and drop-offs will occur towards the front of the property. The staff from this business will be required to park at the rear of the site. Additionally, there is an existing 19-foot-wide planter with mature landscaping along the rear property line that will remain in place and will continue to provide a noise and visual buffer to the residential properties.

The adult day care center will be required to comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Should any issues or concerns arise, a condition of approval has been applied to the Conditional Use Permit to allow adjustments to address any impacts to the adjacent streets and properties. Also, a condition has been added to allow the business owner to use the existing drive-through lane as a drop-off and pick-up lane should the business owner chooses to use it in the future.

## **FINDINGS**

Section 9107.09.050(B) of the Development Code requires that for a Conditional Use Permit to be granted, it must be found that all of the following prerequisite conditions 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 Conditional Use Permit, and comply with all other applicable provisions of the Development Code and the Municipal Code.**

**Facts to Support This Finding:** Approval of the adult day care center is consistent with the Commercial Land Use Designation of the site. The Commercial Land Use Designation is intended to permit a wide range of commercial uses, which serve both neighborhood and citywide markets. The site is zoned C-G, General Commercial.

Arcadia Development Code allows for a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit. The proposed use will fill a vacancy and will also add a new adult day care service to the community. The adult day care center will provide shuttle services to most of the patrons. With the shuttle service, the site will have a surplus of 13 spaces that will be available for family member and care takers to utilize. Thus, the site will have more than sufficient parking for the use. The proposal also complies with all other applicable provisions of the Development Code. The use will be consistent with the intended commercial use of the property and will be required to comply with all applicable requirements and regulations required for the use by the Los Angeles Public Health Department and any State agencies that regulate adult day care centers. Therefore, approval of adult day care center will be consistent with the General Plan, goals and policies:

#### Land Use and Community Design Element

- Policy LU-6.7: Encourage a balanced distribution of commercial development throughout the City, ensuring that neighborhoods and districts have adequate access to local-serving commercial uses.
- Policy LU-6.8: Encourage the intensification of commercial uses on underutilized commercial properties and the transitioning of non-commercial uses on commercial properties in accordance with the Land Use Policy Map and all applicable regulations.

#### Parks, Recreation, and Community Resources Element

- Goal PR-5: Recreation, education, enrichment, and social service programs that respond to a broad range of community interests, promote healthy lifestyles, and meet the needs, desires, and interests of the Arcadia community.

### **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 proposed adult day care center will occupy an entire 13,123 square foot, one-story commercial building. The proposed use will be compatible with other similar service based commercial businesses along Foothill Boulevard that include grocery stores, education/music tutoring centers, dry cleaners, and personal care services. In order for the site to accommodate the parking capacity and vehicular traffic of the adult day care center, the center will provide shuttle services to the majority of the patrons. The existing parking lot will be improved to provide six (6) shuttle spaces with adequate loading area that will be managed and arranged by the adult day care center. With the shuttle service, there will be more than sufficient parking for the use and no traffic and circulation impacts to adjacent properties and the public street are expected. The operation characteristics of the adult day care center will also be compatible with the adjoining residential properties to the north. The shuttle service will take place towards the front of the property and all activity will take place inside the building. Additionally, all existing mature landscaping along the rear of the property will remain in place and will serve as a noise and visual buffer to

the adjacent residential properties to the north. Therefore, the design, scale and characteristics of the adult day care will be compatible with existing and future land uses in the vicinity.

**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, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood.**

**Facts to Support This Finding:** The building has sufficient tenant space to accommodate the office spaces and open area for the services, social, and recreational activities that will be provided to the adults. To accommodate the scale of the adult day care center, the business will provide an adequate pick-up/drop-off service to the majority of the patrons. The parking lot will be modified to provide six (6) shuttles that will serve up to 180 patrons to help ensure there is sufficient parking for the use. This will help manage vehicular traffic on site by reducing the scale of it and minimizing vehicular queuing on the driveway to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. In terms of landscaping and perimeter fencing, all existing fencing and landscaping shall remain in place to minimize any visual and noise impacts to the adjacent residential properties to the north. Therefore, the site is physically suitable for the proposed adult day care center.

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

**Facts to Support This Finding:** The site is located along Foothill Boulevard between N. 2<sup>nd</sup> Avenue and N. 5<sup>TH</sup> Avenue with two driveways. The driveway nearest to the adjacent property with Ralphs market is for ingress only and the other driveway is for ingress/egress. These streets are designated and designed with the capacity to accommodate both public and emergency vehicles. Foothill Boulevard and nearby streets are adequate in width and pavement type to carry the traffic that could be generated by the adult day care center and to support emergency vehicle access. Therefore, the proposed use will not impact these streets.

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

**Facts to Support This Finding:** As part of the tenant improvement for the use, the existing single-story commercial building will be improved to meet all current safety requirements per Building Code and Fire Code. Therefore, no impacts to public protection services are anticipated.

- 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:** The proposed business will be located within an existing commercial building, which is adequately serviced by existing utilities. The request neither includes an expansion to the building nor will be operated, in a manner that will impact the provision of utilities. Therefore, no impacts to the provision of utilities are anticipated.

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 proposed adult day care center will provide a community service to the aging and disable population of the City and the surrounding communities. The use is compatible with the other similar services businesses within the vicinity. The adult day care center will provide shuttle services to most of the patrons for the site to accommodate the adult day care. With the shuttle service, the site will have a surplus of parking for the use. Based on the operational characteristic of the adult day care center, no impacts in terms of noise or vehicular traffic to the surrounding commercial and residential properties are expected. The adult day care center will be required to comply with all applicable requirements and protocols required by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Therefore, the proposed adult day care center will not be detrimental to the public health or welfare, or the surrounding properties. The size and nature of the operation will not adversely affect the subject site or the surrounding businesses and properties.

## **ENVIRONMENTAL IMPACT**

It has been determined that the project qualifies as a Class 1 Categorical Exemption per the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 of the CEQA Guidelines for the use of an existing facility - refer to Attachment No. 5 for the Preliminary Exemption Assessment.

## **PUBLIC COMMENTS/NOTICE**

Public hearing notices for this item were mailed to the owners of those properties that are located within 300 feet of the subject property and published in the *Arcadia Weekly* on March 10, 2022. On March 15, 2022, staff received one comment in objection to the adult day care from a neighboring resident – refer to Attachment No. 4. The resident raised concerns that the adult day care center will further intensify the existing traffic in the area during the commuting and drop-off/pick-up hours of the middle school. As stated earlier

in the staff report, the proposed shuttle services and conditions of approval will help prevent any impacts to the street system.

### **RECOMMENDATION**

It is recommended that the Planning Commission adopt Resolution No. 2090 approving Conditional Use Permit No. CUP 21-05 for a new adult day care center with up to 210 senior citizen and special needs adults, and find that the project is Categorically Exempt under Section 15301 of the California Environmental Quality Act (CEQA), subject to the following conditions of approval:

1. The use approved by CUP 21-05 is limited to an adult day care center with up to 210 adults and shall be operated and maintained in a manner that is consistent with the proposal and plans submitted and approved for CUP 21-05, and the provisions of this Conditional Use Permit may be adjusted after due notice to address any adverse impacts to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties.
2. The adult day care center hours shall be limited from 7:00 AM to 4:00 PM, daily.
3. No more than 210 adults shall be permitted at any given time. The adult day care center shall be required to provide shuttle services to a minimum of 180 adults, daily and this shall be contractually required under the enrollment process. The van shuttles shall drop-off the adults in two shifts to avoid any potential impacts on-site between the hours of 7:00 AM. to 9:00 AM. The City has the ability at any time to make any changes to the operation, including but not limited to the drop-off/pick-up operation and requiring additional signage to ensure the proposed use does not create a potential impact to the adjacent properties.
4. Prior to submittal for plan-check review with Building Services for the tenant improvement, the parking lot plan shall be revised to provide six (6) van accessible shuttle spaces compliant with Building Code Section CBC 11B-209.2. The parking lot shall be restriped prior to the issuance of the Certificate of Occupancy from the Building Services.
5. Prior to submittal for plan-check review with Building Services for the tenant improvement, the direction of the existing drive-through lane shall be revised to a south bound lane to provide an additional drive aisle. A "Do Not Enter" sign shall be added at the entry of the lane and the direction of the lane arrows shall be revised prior to the issuance of the Certificate of Occupancy from the Building Services. Should the business owner decided to use the drive lane as a drop-off/pick-up lane instead, a vehicle queuing and loading plan shall be required and will be subject to the review and approval of the City Engineer and Planning & Community Development Administrator, or designee.
6. All staff members shall be required to park at the rear of the parking lot area.

7. The business owner shall be required to notify all patrons under their contracts that the parking lot on the adjacent property to the west (Ralph's market) at 211 E. Foothill Blvd. is not part of the subject site and cannot be utilized for parking.
8. The adult day care center shall comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers.
9. The tenant improvement plans submitted for Building Service plan-check review shall comply with the latest codes as applicable:
  - a. California Building Code
  - b. California Electrical Code
  - c. California Mechanical Code
  - d. California Plumbing Code
  - e. California Energy Code
  - f. California Fire Code
  - g. California Green Building Standards Code
  - h. California Existing Building Code
  - i. Arcadia Municipal Code
10. Prior to the issuance of a Certificate of Occupancy from the Building Services, the following Fire Department conditions shall be met:
  - a. A full coverage fire alarm system shall be provided.
  - b. Illuminated exit signage and emergency lighting shall be provided along all paths of egress.
  - c. Minimum rated 2A:10BC fire extinguishers shall be provided at approved locations. All required exit doors shall be equipped with panic or lever type hardware.
  - d. Latched or key operated locks are not permitted.
  - e. A knox box shall be provided at an approved location.
11. Prior to the issuance of a Certificate of Occupancy from the Building Services, one (1) Automated External Defibrillator (AED) shall be installed. The location of the AED shall be shown on the plans submitted for plan check review with the Building Services and is subject to review and approval by the Planning & Community Development Administrator, or designee.
12. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/applicant to the satisfaction of the Building Official, City Engineer, Planning & Community Development Administrator, Fire Marshal, and Public Works Services Director, or their respective designees. The changes to the existing facility may be subject to building permits after having fully detailed plans submitted for plan check review and approval by the aforementioned City officials.

13. Noncompliance with the plans, provisions and conditions of approval for CUP 21-05 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing of the preschool.
14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Conditional Use Permit No. CUP 21-05 ("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, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

15. Approval of CUP 21-05 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The Acceptance

Form to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

### **PLANNING COMMISSION ACTION**

#### Approval

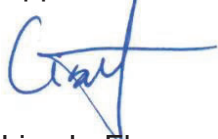
If the Planning Commission intends to approve this proposal, the Commission should approve a motion to approve Conditional Use Permit Application No. CUP 21-05 stating that the proposal satisfies the requisite findings and adopting the attached Resolution No. 2090 that incorporates the requisite environmental and Conditional Use Permit findings and the conditions of approval as presented in this staff report, or as modified by the Commission.

#### Denial

If the Planning Commission intends to deny this proposal, the Commission should approve a motion to deny Conditional Use Permit Application No. CUP 21-05, stating that the finding(s) of the proposal does not satisfy with reasons based on the record, and direct staff to prepare a resolution for adoption at the next meeting that incorporates the Commission's decision and specific findings.

If any Planning Commissioner or other interested party has any questions or comments regarding this matter prior to the March 22, 2022, hearing, please contact Associate Planner, Vanessa Quiroz, at 626-574-5422, or by email at [vquiroz@ArcadiaCA.gov](mailto:vquiroz@ArcadiaCA.gov).

Approved:



Lisa L. Flores  
Planning & Community Development Administrator

- Attachment No. 1: Resolution No. 2090
- Attachment No. 2: Aerial Photo and Zoning Information and Photos of the Subject Property and Surrounding Properties
- Attachment No. 3: Architectural Plans
- Attachment No. 4: Public Comment
- Attachment No. 5: Preliminary Exemption Assessment

# **Attachment No. 1**

Resolution No. 2090

RESOLUTION NO. 2090

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. CUP 21-05 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A NEW ADULT DAY CARE CENTER AT 253 E. FOOTHILL BOULEVARD

WHEREAS, on October 4, 2021 an application for Conditional Use Permit No. CUP 21-05 was filed by the Mailian and Associates ("Applicant"), on behalf of the business owner, Khoren Dishigrikian, to allow a new adult day care center (dba: Regal Adult Day Health Center) with up to 210 senior citizens and special needs adults within an existing standalone commercial building located at 253 E. Foothill Blvd.; and

WHEREAS, on March 2, 2022, Planning Services completed an environmental assessment for the adult day care center in accordance with the California Environmental Quality Act ("CEQA") and determined that the daycare is exempt under Class 1, Section 15301 of the CEQA Guidelines pertaining to the use of an existing facility; and

WHEREAS, on March 22, 2022, a duly noticed public hearing was held before the Planning Commission on said application, at which time all interested persons were given full opportunity to be heard and to present evidence.

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

SECTION 1. The factual data submitted by the Community Development Division in the staff report dated March 22, 2022 are true and correct.

SECTION 2. This Commission finds that based upon the entire record, pursuant to Section 9107.09.050 of the Arcadia Development Code, all of the following findings can be made.

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 comply with all other applicable provisions of the Development Code and the Municipal Code.

FACT: Approval of the adult day care center is consistent with the Commercial Land Use Designation of the site. The Commercial Land Use Designation is intended to permit a wide range of commercial uses, which serve both neighborhood and citywide markets. The site is zoned C-G, General Commercial. Arcadia Development Code allows for a day care center in the C-G zone subject to the review and approval of a Conditional Use Permit. The proposed use will fill a vacancy and will also add a new adult day care service to the community. The adult day care center will provide shuttle services to most of the patrons. With the shuttle service, the site will have a surplus of 13 spaces that will be available for family member and care takers to utilize. Thus, the site will have more than sufficient parking for the use. The proposal also complies with all other applicable provisions of the Development Code. The use will be consistent with the intended commercial use of the property and will be required to comply with all applicable requirements and regulations required for the use by the Los Angeles Public Health Department and any State agencies that regulate adult day care centers. Therefore,

approval of adult day care center will be consistent with the General Plan, goals and policies:

#### Land Use and Community Design Element

- Policy LU-6.7: Encourage a balanced distribution of commercial development throughout the City, ensuring that neighborhoods and districts have adequate access to local-serving commercial uses.
- Policy LU-6.8: Encourage the intensification of commercial uses on underutilized commercial properties and the transitioning of non-commercial uses on commercial properties in accordance with the Land Use Policy Map and all applicable regulations.

#### Parks, Recreation, and Community Resources Element

- Goal PR-5: Recreation, education, enrichment, and social service programs that respond to a broad range of community interests, promote healthy lifestyles, and meet the needs, desires, and interests of the Arcadia community.

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 proposed adult day care center will occupy an entire 13,123 square foot, one-story commercial building. The proposed use will be compatible with other similar service based commercial businesses along Foothill Boulevard that include grocery stores, education/music tutoring centers, dry cleaners, and personal care services. In

order for the site to accommodate the parking capacity and vehicular traffic of the adult day care center, the center will provide shuttle services to the majority of the patrons. The existing parking lot will be improved to provide six (6) shuttle spaces with adequate loading area that will be managed and arranged by the adult day care center. With the shuttle service, there will be more than sufficient parking for the use and no traffic and circulation impacts to adjacent properties and the public street are expected. The operation characteristics of the adult day care center will also be compatible with the adjoining residential properties to the north. The shuttle service will take place towards the front of the property and all activity will take place inside the building. Additionally, all existing mature landscaping along the rear of the property will remain in place and will serve as a noise and visual buffer to the adjacent residential properties to the north. Therefore, the design, scale and characteristics of the adult day care will be compatible with existing and future land uses in the vicinity.

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, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood;

FACT: The building has sufficient tenant space to accommodate the office spaces and open area for the services, social, and recreational activities that will be provided to the adults. To accommodate the scale of the adult day care center, the business will provide an adequate pick-up/drop-off service to the majority of the patrons. The parking

lot will be modified to provide six (6) shuttles that will serve up to 180 patrons to help ensure there is sufficient parking for the use. This will help manage vehicular traffic on site by reducing the scale of it and minimizing vehicular queuing on the driveway to ensure that there is no vehicular traffic spillover onto the public streets or adjacent properties. In terms of landscaping and perimeter fencing, all existing fencing and landscaping shall remain in place to minimize any visual and noise impacts to the adjacent residential properties to the north. Therefore, the site is physically suitable for the proposed adult day care center.

b. Streets and highways adequate in width and pavement type to accommodate public and emergency vehicle (e.g., fire and medical) access;

FACT: The site is located along Foothill Boulevard between N. 2<sup>nd</sup> Avenue and N. 5<sup>th</sup> Avenue with two driveways. The driveway nearest to the adjacent property with Ralphs market is for ingress only and the other driveway is for ingress/egress. These streets are designated and designed with the capacity to accommodate both public and emergency vehicles. Foothill Boulevard and nearby streets are adequate in width and pavement type to carry the traffic that could be generated by the adult day care center and to support emergency vehicle access. Therefore, the proposed use will not impact these streets.

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

FACT: As part of the tenant improvement for the use, the existing single-story commercial building will be improved to meet all current safety requirements per Building Code and Fire Code. Therefore, no impacts to public protection services are anticipated.

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

FACT: The proposed business will be located within an existing commercial building, which is adequately serviced by existing utilities. The request neither includes an expansion to the building nor will be operated, in a manner that will impact the provision of utilities. Therefore, no impacts to the provision of utilities are anticipated.

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 proposed adult day care center will provide a community service to the aging and disable population of the City and the surrounding communities. The use is compatible with the other similar services businesses within the vicinity. The adult day care center will provide shuttle services to most of the patrons in order for the site to accommodate the scale of the adult day care. With the shuttle service, the site will have a surplus of parking for the use. Based on the operational characteristic of the adult day care center, no impacts in terms of noise or vehicular traffic to the surrounding commercial and residential properties are expected. The adult day care center will be required to comply with all applicable requirements and protocols required by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers. Therefore, the proposed adult day care center will not be detrimental to the public health or welfare,

or the surrounding properties. The size and nature of the operation will not adversely affect the subject site or the surrounding businesses and properties.

SECTION 3. The proposed adult daycare center is Categoricaly Exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301, of the CEQA Guidelines pertaining to the use of an existing facility.

SECTION 4. For the foregoing reasons the Planning Commission determines that the tattoo shop is Categoricaly Exempt per Class 1, Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, and approves Conditional Use Permit No. CUP 21-05 to allow a new adult day care center with up to 210 senior citizen and special needs adults within an existing standalone commercial building at 253 E. Foothill Boulevard, subject to the conditions of approval attached hereto.

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

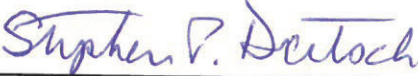
Passed, approved and adopted this 22<sup>nd</sup> day of March 2022.

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

ATTEST:

\_\_\_\_\_  
Lisa L. Flores  
Secretary

APPROVED AS TO FORM:

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

Stephen P. Deitsch  
City Attorney

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RESOLUTION NO. 2090

**Conditions of Approval**

1. The use approved by CUP 21-05 is limited to an adult day care center with up to 210 adults and shall be operated and maintained in a manner that is consistent with the proposal and plans submitted and approved for CUP 21-05, and the provisions of this Conditional Use Permit may be adjusted after due notice to address any adverse impacts to the adjacent streets, rights-of-way, and/or the neighboring businesses and properties.
2. The adult day care center hours shall be limited from 7:00 AM to 4:00 PM, daily.
3. No more than 210 adults shall be permitted at any given time. The adult day care center shall be required to provide shuttle services to a minimum of 180 adults, daily and this shall be contractually required under the enrollment process. The van shuttles shall drop-off the adults in two shifts to avoid any potential impacts on-site between the hours of 7:00 AM. to 9:00 AM. The City has the ability at any time to make any changes to the operation, including but not limited to the drop-off/pick-up operation and requiring additional signage to ensure the proposed use does not create a potential impact to the adjacent properties.
4. Prior to submittal for plan-check review with Building Services for the tenant improvement, the parking lot plan shall be revised to provide six (6) van accessible shuttle spaces compliant with Building Code Section CBC 11B-209.2. The parking lot shall be restriped prior to the issuance of the Certificate of Occupancy from the Building Services.
5. Prior to submittal for plan-check review with Building Services for the tenant improvement, the direction of the existing drive-through lane shall be revised to a south bound lane to provide an additional drive aisle. A "Do Not Enter" sign shall be added at the entry of the lane and the direction of the lane arrows shall be revised prior to the issuance of the Certificate of Occupancy from the Building Services. Should the business owner decided to use the drive lane as a drop-off/pick-up lane instead, a vehicle queuing and loading plan shall be required and will be subject to the review and approval of the City Engineer and Planning & Community Development Administrator, or designee.
6. All staff members shall be required to park at the rear of the parking lot area.
7. The business owner shall be required to notify all patrons under their contracts that the parking lot on the adjacent property to the west (Ralph's market) at 211 E. Foothill Blvd. is not part of the subject site and cannot be utilized for parking.
8. The adult day care center shall comply with all the requirements regulated by the Los Angeles County Public Health Department and any State agencies that regulate adult day care centers.

9. The tenant improvement plans submitted for Building Service plan-check review shall comply with the latest codes as applicable:
  - a. California Building Code
  - b. California Electrical Code
  - c. California Mechanical Code
  - d. California Plumbing Code
  - e. California Energy Code
  - f. California Fire Code
  - g. California Green Building Standards Code
  - h. California Existing Building Code
  - i. Arcadia Municipal Code
10. Prior to the issuance of a Certificate of Occupancy from the Building Services, the following Fire Department conditions shall be met:
  - a. A full coverage fire alarm system shall be provided.
  - b. Illuminated exit signage and emergency lighting shall be provided along all paths of egress.
  - c. Minimum rated 2A:10BC fire extinguishers shall be provided at approved locations. All required exit doors shall be equipped with panic or lever type hardware.
  - d. Latched or key operated locks are not permitted.
  - e. A knock box shall be provided at an approved location.
11. Prior to the issuance of a Certificate of Occupancy from the Building Services, one (1) Automated External Defibrillator (AED) shall be installed. The location of the AED shall be shown on the plans submitted for plan check review with the Building Services and is subject to review and approval by the Planning & Community Development Administrator, or designee.
12. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/applicant to the satisfaction of the Building Official, City Engineer, Planning & Community Development Administrator, Fire Marshal, and Public Works Services Director, or their respective designees. The changes to the existing facility may be subject to building permits after having fully detailed plans submitted for plan check review and approval by the aforementioned City officials.
13. Noncompliance with the plans, provisions and conditions of approval for CUP 21-05 shall be grounds for immediate suspension or revocation of any approvals, which could result in the closing of the preschool.
14. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City,

and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Conditional Use Permit No. CUP 21-05 ("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, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

15. Approval of CUP 21-05 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The Acceptance Form to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

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# **Attachment No. 2**

Aerial Photo with Zoning Information and  
Photos of the Subject Property and the  
Surrounding Properties

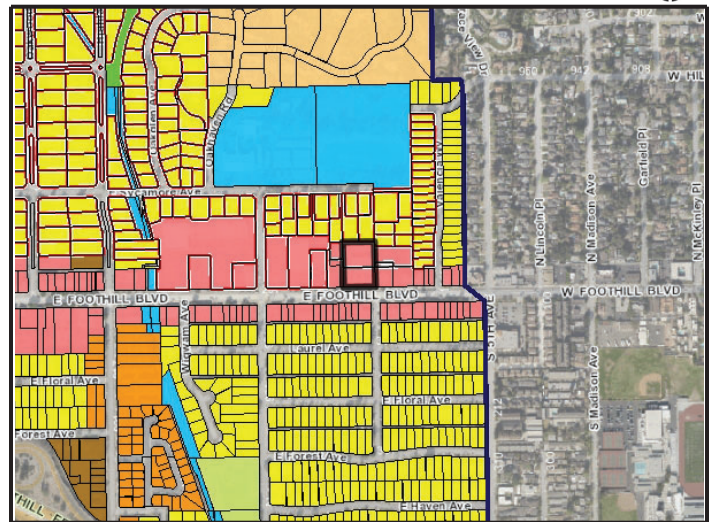
**Site Address:** 253 E FOOTHILL BLVD

**Property Owner(s):** Arcadia Burge, LLC



Property Characteristics	
<b>Zoning:</b>	C-G
<b>General Plan:</b>	C
<b>Lot Area (sq ft):</b>	55,846
<b>Main Structure / Unit (sq. ft.):</b>	13,123
<b>Year Built:</b>	2008
<b>Number of Units:</b>	0
Overlays	
<b>Architectural Design Overlay:</b>	N/A
<b>Downtown Overlay:</b>	N/A
<b>Downtown Parking Overlay:</b>	N/A
<b>Parking Overlay:</b>	N/A
<b>Racetrack Event Overlay:</b>	N/A
<b>Residential Flex Overlay:</b>	N/A
<b>Special Height Overlay:</b>	N/A

Selected parcel highlighted



Parcel location within City of Arcadia



Subject Site: 253 E. Foothill Blvd.



Ralph's Market to the west of the site.



Office building to the east.



Commercial building across the street.



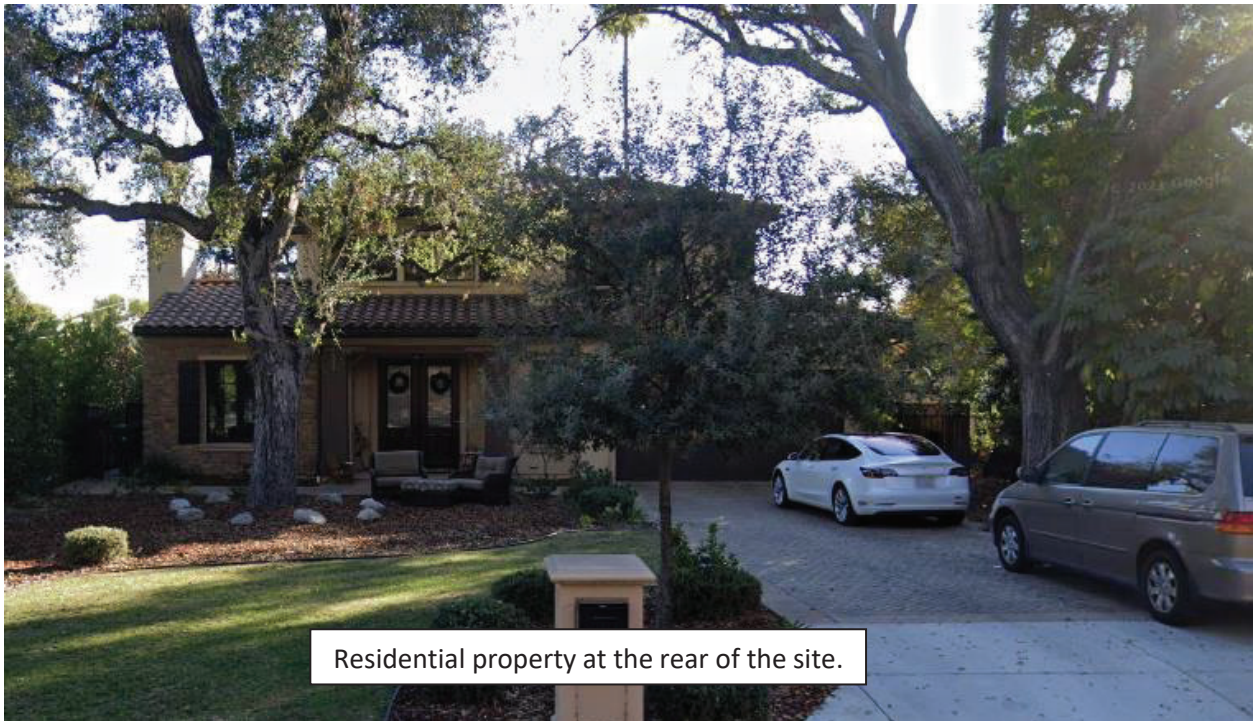
Commercial building across the street.



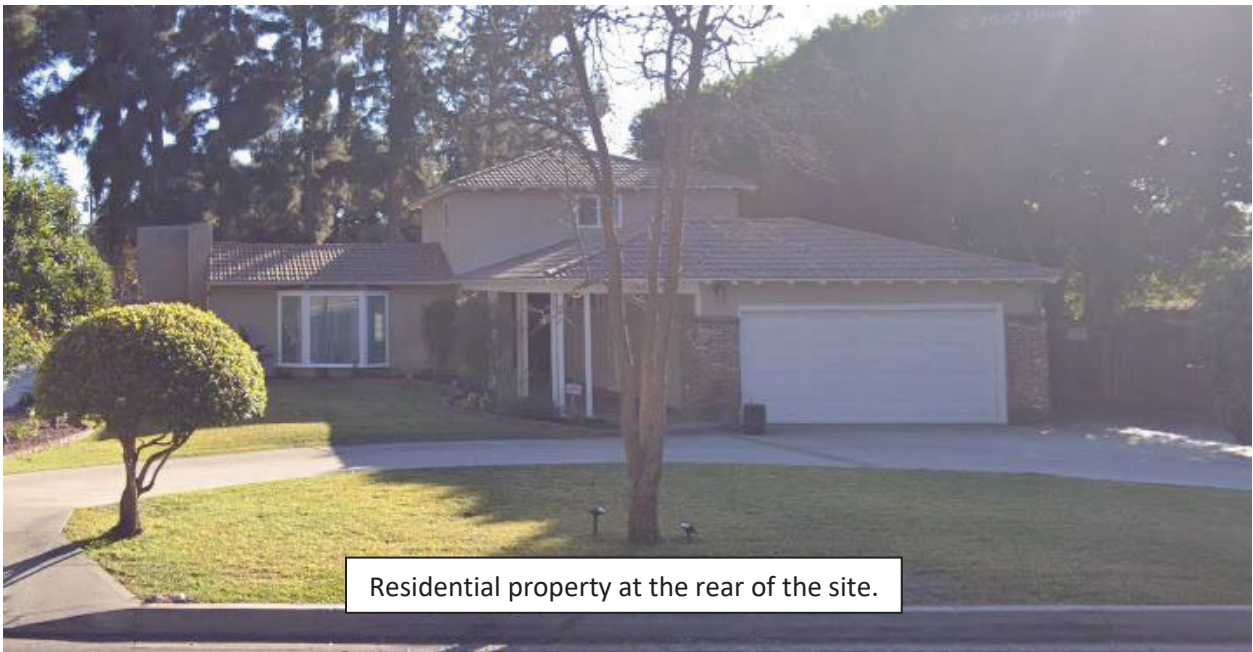
Commercial building and legal non-conforming residential house across the street.



Commercial building across the street.



Residential property at the rear of the site.



# **Attachment No. 3**

## Floor Plan and Site Plan

**CODE ANALYSIS**

**PARKING ANALYSIS**  
 MAX. PARTICIPANTS: 210  
 NUMBER OF STAFF : 110 PARTICIPANTS  
 \*210/10\*21  
 NUMBER OF REQUIRED PARKING:  
 1 / STAFF = 21  
 1 / 10 PARTICIPANTS (WITH SHUTTLE SERVICE\* PROVIDED) = 210/10 \*21  
 TOTAL SHUTTLE PARKINGS = 9  
 TOTAL REQUIRED PARKING: 48  
 EACH SHUTTLE CAN FIT 15 PASSENGERS  
 NUMBER OF PROVIDED PARKING:  
 (9) (9) REGULAR, 4 DISABILITY AND 6 SHUTTLE)

**PLUMBING FIXTURE CALCULATION:**  
 (PER CPC TABLE 422.1 & TABLE A)  
 (FOR NEW I-4 OCCUPANCY):  
 ADULT DAY CARE: 12,610 SF /200=63 OCCUPANTS  
 32 MALE OCCUPANTS, 32 FEMALE OCCUPANTS

I-4 INSTITUTIONAL OCCUPANCY	MALE			FEMALE	
	WATER CLOSETS	URNAL	LAVATORIES	WATER CLOSETS	LAVATORIES
REQUIRED	2	-	1	3	1
PROVIDED	4	4	4	9	4

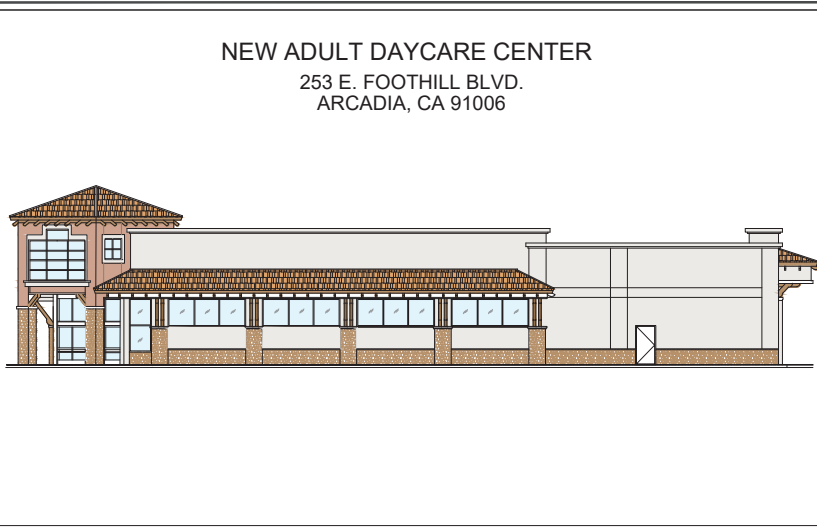
**EGRESS ANALYSIS**

OCCUPANCIES	AREA (SF)	AREA/OCC. (SF)	OCCUPANT LOAD	REQ'D EGRESS WIDTH (.20 PER OCCUPANT)
DINING ROOM (ASSEMBLY WITH TABLE AND CHAIRS)	8,690 ±	15	579	116'
ACTIVITIES ROOM	870 ±	35	25	3'
OFFICES	1,260 ±	100	12	2"
STORAGE	1,050 ±	300	3	1"
TOTAL	12,610		597	122"

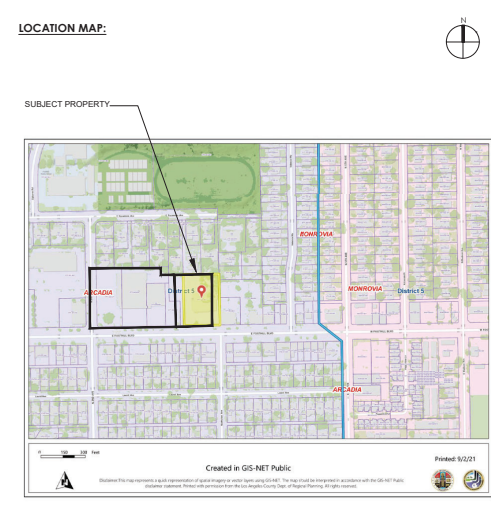
EXIT REQUIRED - MINIMUM 3  
 EXIT PROVIDED: (E) DOORS 1(68") AND 2(34")

**FIRE AND SAFETY NOTES:**  
 1 - A MANUAL FIRE ALARM SYSTEM IS REQUIRED WITH FULL NOTIFICATION COVERAGE.  
 2 - ALL EXIT DOORS FOR THE BUILDING SHALL BE PROVIDED WITH PANIC HARDWARE.  
 3 - ILLUMINATED EXIT SIGNAGE AND EMERGENCY LIGHTING SHALL BE PROVIDED.

**SHUTTLE SCHEDULE AND QUEUING:**  
 SHUTTLE QUEUING SHOULD NOT OCCUR ON AND BEYOND THE DRIVEWAY APRON NOR SHOULD IT OCCUR ALONG FRONT PORTION OF THE PARKING LOT.  
 ALL SHUTTLES ARE EXPECTED TO START OPERATIONS STARTING 7:00AM FOR PICK-UP AND PLAN TO BE DROPPING OFF PARTICIPANTS AT THE FACILITY STARTING 8:00AM. DROP-OFF SERVICES WILL START AT 1:00PM.  
 EACH SHUTTLE WILL BE DOING TWO ROUNDS OF PICK-UP AND DROP-OFF PER DAY. SHUTTLE ROUTES AND ASSIGNMENTS ARE SCHEDULED BASED ON LOCATION PROXIMITY AND ARE PREARRANGED AND COMMUNICATED TO EACH DRIVER THE DAY PRIOR FROM OFFICE STAFF - MANAGEMENT. THIS, EACH DRIVER HAS A SET SCHEDULE FOR PICK-UP AND DROP-OFF THE DAY PRIOR AND SHUTTLES WILL ARRIVE AND LEAVE IN A STAGGERED METHOD. AS FOR PARTICIPANTS WHO WILL BE DROPPED OFF PER FAMILY/FRIENDS-CARETAKERS, THE DROP-OFF AND PICK-UP WINDOWS WILL BE BETWEEN PROPOSED BUSINESS HOURS OF THE FACILITY PROGRAM, 8AM - 2:30PM.



**NEW ADULT DAYCARE CENTER**  
 253 E. FOOTHILL BLVD.  
 ARCADIA, CA 91006



**APPLICABLE BUILDING CODES**

ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CODES:  
 - 2019 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.  
 - 2019 CALIFORNIA BLDG. CODE (CBC), PART 2, TITLE 24 C.C.R.  
 - 2019 CALIFORNIA ELECTRICAL CODE (C.E.C.) PART 3, TITLE 24 C.C.R.  
 - 2019 CALIFORNIA MECHANICAL CODE (C.M.C.), PT. 4, TITLE 24 C.C.R.  
 - 2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.  
 - 2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.

**SHEET INDEX:**

- T1.0 COVER SHEET
- A1.0 SITE PLAN
- A2.0 FLOOR PLANS
- A3.0 ROOF PLAN
- A4.0 ELEVATIONS

**PROJECT INFORMATION**

PROJECT NAME : ADULT DAYCARE  
 OWNER: ARCADIA BURGE,LLC  
 490 GRAND AVE.  
 STE. 300 OAKLAND CA  
 510-452-1433  
 APPLICANT: REGAL ADHC INC.  
 6391 ATOLL AVENUE  
 NORTH HOLLYWOOD, CA  
 ADDRESS: 253 E. FOOTHILL BLVD. ARCADIA, CA 91006  
 EXISTING USE: MERCANTILE (OCCUPANCY M)  
 PROPOSED USE: ADULT DAYCARE (OCCUPANCY I-4)

**SCOPE OF WORK**

EXISTING ONE-STORY RETAIL BUILDING  
 CHANGE OF USE TO ADHC: I-4 OCCUPANCY (NFPA-113)

**LEGAL DESCRIPTION**

USE TYPE: COMMERCIAL  
 ZONE: GENERAL COMMERCIAL (C-G)  
 ASSESSOR PARCEL NO.: 571-1028-053  
 TRACT: 12834  
 LOT: 5 AND 6  
 TYPE OF CONSTRUCTION: TYPE V-NON RATED (FULLY SPRINKLERED)

**BUILDING DATA**

LOT AREA: 55,819 SQ. FT.  
**EXISTING AREA**  
 (E) MERCANTILE : 12,610 SQ. FT. ( NO CHANGE)  
**CHANGE OF USE AREA**  
 ADULT DAYCARE: 12,610 SQ. FT.  
 LAND COVERAGE : 22.5%

- OCCUPANCY CLASSIFICATION
- BUILDING HEIGHT GROUP "I-4" - ADULT DAYCARE 23'1"
- LANDSCAPE AREA  
 LANDSCAPE PROVIDED: 8,628 SF  
 LANDSCAPE COVERAGE: 15.4%

**REVISIONS:**

NO.	DESCRIPTION

**PROJECT**  
 LOCATION:  
 253 E. FOOTHILL BLVD.  
 ARCADIA, CA 91006

**DESCRIPTION:**  
 CHANGE OF (E) RETAIL SPACE TO ADULT DAYCARE

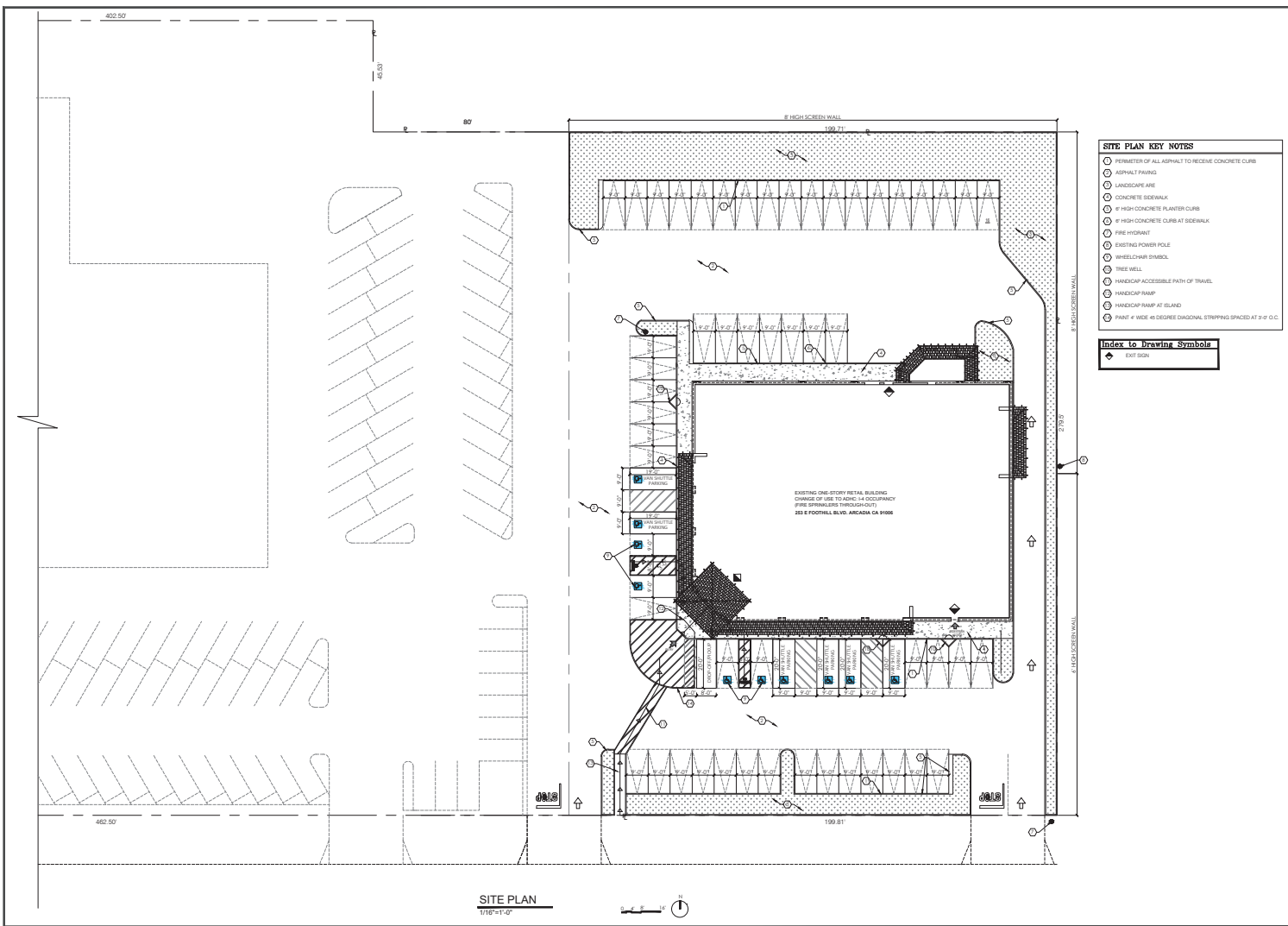
**PROPERTY OWNER:**  
 ARCADIA BURGE,LLC

**ALL DESIGN, SPECIFICATIONS, DETAILS AND CONSTRUCTION PRESENTED ON THESE DRAWINGS AND PERMITS SHALL BE THE PROPERTY OF K&M ENGINEERING AND DESIGN, CORP. AND SHALL NOT BE USED IN ANY OTHER BUILDING PROJECT WITHOUT THE WRITTEN CONSENT OF K&M ENGINEERING AND DESIGN, CORP.**

**DRAWN BY:** VL  
**CHECKED BY:** HW  
**DATE:** 08-03-21  
**SCALE:** AS NOTED  
**JOB NO.:** 2021-101

**COVER SHEET**

**SHEET:**  
 T1.0



- SITE PLAN KEY NOTES**
- PERIMETER OF ALL ASPHALT TO RECEIVE CONCRETE CURB
  - ASPHALT PAVING
  - HANDICAP WISE
  - CONCRETE SIDEWALK
  - 8" HIGH CONCRETE PLANTER CURB
  - 8" HIGH CONCRETE CURB AT SIDEWALK
  - FIRE HYDRANT
  - EXISTING POWER POLE
  - WHEELCHAIR SYMBOL
  - FIRE WELL
  - HANDICAP ACCESSIBLE PATH OF TRAVEL
  - HANDICAP RAMP
  - HANDICAP RAMP AT ISLAND
  - PAINT 45 DEGREE DIAGONAL STRIPPING SPACED AT 3'-0" O.C.

- Index to Drawing Symbols**
- ◆ EXIT SIGN



**K&M**  
ENGINEERING & DESIGN

10110 BROADWAY SUITE 200  
ARCADIA, CA 91702  
TEL: 909.241.1100  
WWW.KANDMENGINEERING.COM

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**REVISIONS:**

NO.	DESCRIPTION

---

**PROJECT**

LOCATION:  
**253 E. FOOTHILL BLVD.  
 ARCADIA, CA 91006**

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**DESCRIPTION:**  
 CHANGE OF USE (E)  
 RETAIL SPACE TO  
 ADULT DAY CARE

PROPERTY OWNER:  
**ARCADIA BURGE, LLC**

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ALL DESIGN SPECIFICATIONS, DETAILS AND INFORMATION PRESENTED ON THESE DRAWINGS AND ANY SMALL PRINTS IS THE PROPERTY OF K&M ENGINEERING AND DESIGN, CORP. AND SHALL NOT BE REPRODUCED OR USED IN ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF K&M ENGINEERING AND DESIGN, CORP.



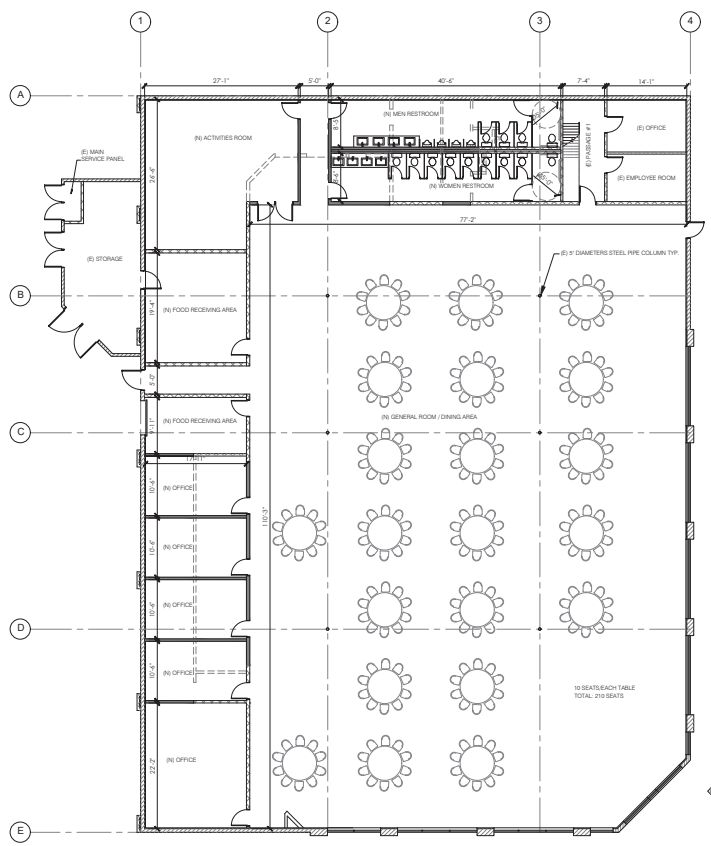
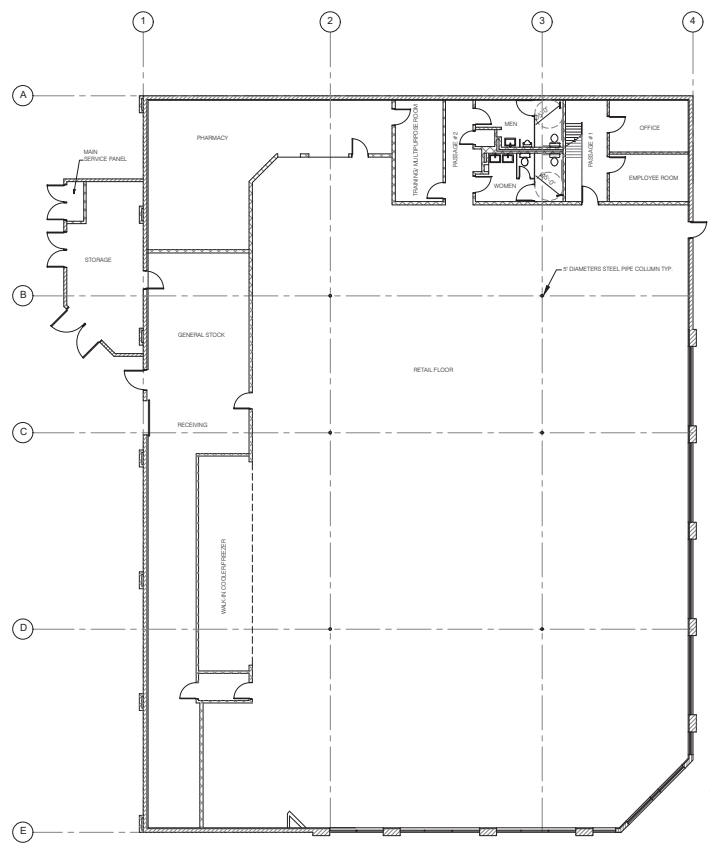
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DRAWN BY: VL  
 CHECKED BY: HM  
 DATE: 08-03-21  
 SCALE: AS NOTED  
 JOB NO.: 2021-101

---

**SITE PLAN**

SHEET:  
**A1.0**



**LEGEND:**

	(E) 8" CMU WALL
	(E) 2X6 STUDS, 24" O.C.
	(E) 2X4 STUDS, 24" O.C.
	(E) TWO ROWS 2X4 STUDS 24" O.C.
	WALL TO BE REMOVED
	(N) NON-LOAD BEARING WALLS

**K&M ENGINEERING & DESIGN, CORP.**  
1411 GREENWOOD BLVD. SUITE 275  
ARCADIA, CA 91006

**REVISIONS:**

NO.	

**PROJECT**  
LOCATION:  
**253 E. FOOTHILL BLVD.  
ARCADIA, CA 91006**

**DESCRIPTION:**  
**CHANGE OF (E)  
RETAIL SPACE TO  
ADULT DAY CARE**

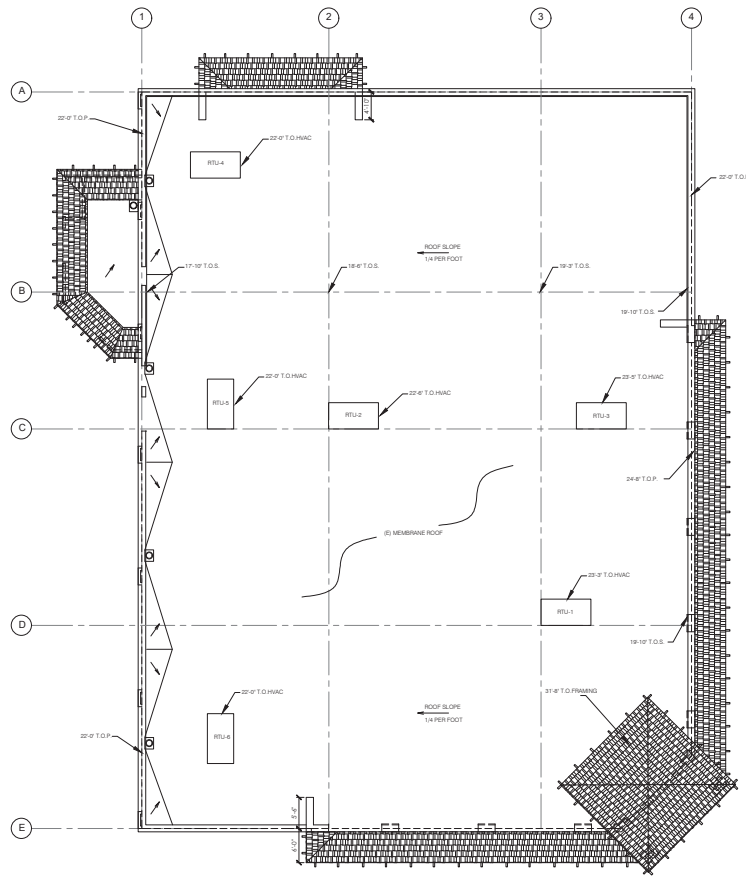
**PROPERTY OWNER:**  
**ARCADIA BURGE, LLC**

ALL DESIGN SPECIFICATIONS, DETAILS AND INFORMATION PRESENTED ON THESE DRAWINGS AND PRO-SHALL REMAIN THE PROPERTY OF K&M ENGINEERING AND DESIGN, CORP. AND SHALL NOT BE USED IN ANY OTHER WITHOUT PROJECT ACCEPTANCE. THIS PROJECT ACCEPTANCE IS PROVIDED BY AN AGREEMENT OR WRITTEN CONSENT OF K&M ENGINEERING AND DESIGN, CORP.

DRAWN BY: YL  
CHECKED BY: HM  
DATE: 08-03-21  
SCALE: AS NOTED  
JOB NO.: 2021-101

**PLANS**

SHEET:  
**A2.0**



**ROOF PLAN**  
1/8"=1'-0"



K&M ENGINEERING & DESIGN, INC.  
14710 REDWOOD BLVD. SUITE 275  
SAN DIEGO, CA 92123

**REVISIONS:**

NO.	DESCRIPTION

**PROJECT**

LOCATION:

255 E. FOOTHILL BLVD.  
ARCADIA, CA 91006

DESCRIPTION:  
CHANGE OF (E)  
RETAIL SPACE TO  
ADULT DAY CARE

PROPERTY OWNER:  
ARCADIA BURGE, LLC

ALL DESIGN SPECIFICATIONS, DETAILS  
AND NOTATIONS ARE BASED ON THE  
LATEST EDITIONS OF THE CALIFORNIA  
ENGINEERING AND DESIGN, CORP.  
AND SHALL BE USED IN ALL  
CONNECTIONS WITH THIS PROJECT. ANY  
CHANGES TO THIS PROJECT SHALL  
BE MADE BY AN AGREEMENT IN  
WRITING, CONSIDERED BY K&M  
ENGINEERING AND DESIGN, CORP.



DRAWN BY: YL

CHECKED BY: HM

DATE: 08-03-21

SCALE: AS NOTED

JOB NO.: 2021-101

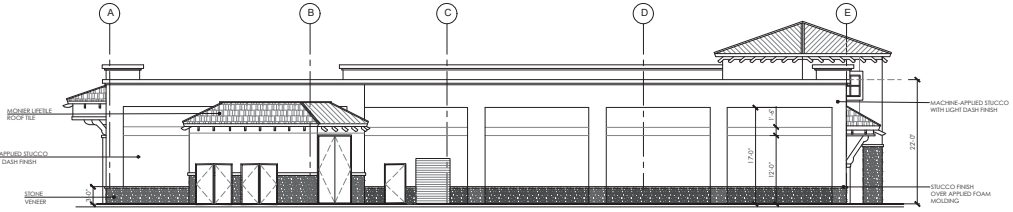
**ROOF PLAN**

SHEET:

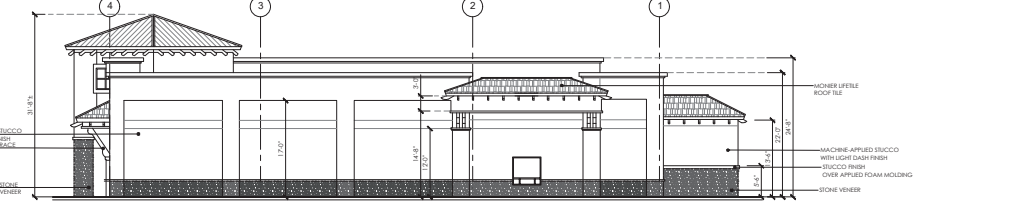
A3.0

NO.	DESCRIPTION

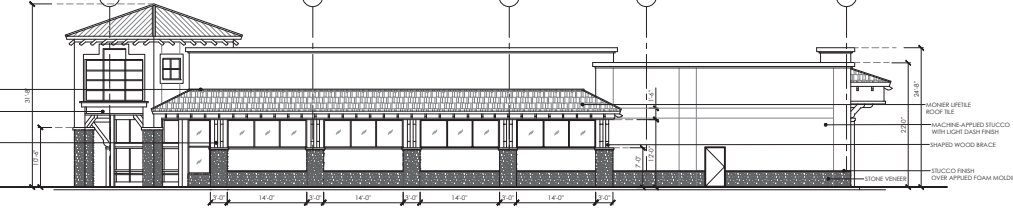
253 E. FOOTHILL BLVD.  
ARCADIA, CA 91006



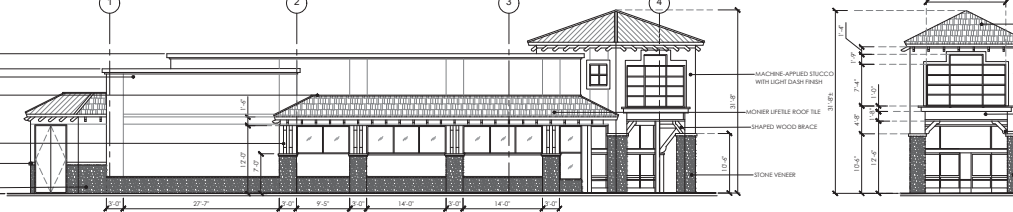
**NORTH ELEVATION**  
1/8"=1'-0"



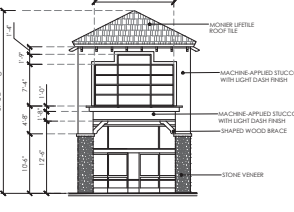
**EAST ELEVATION**  
1/8"=1'-0"



**SOUTH ELEVATION**  
1/8"=1'-0"



**WEST ELEVATION**  
1/8"=1'-0"



**FRONT TOWER ELEVATION**  
1/8"=1'-0"

# **Attachment No. 4**

## Public Comment

CITY OF ARCADIA

WE HAVE A MIDDLE SCHOOL IN THAT AREA.

AT 7AM TO 8AM PARENTS AND CHILDREN CROSS  
FOOTHILL AND 2ND AVE. WE HAVE A RESTAURANT ON  
THE CORNER THAT HAS PROBLEMS WITH PARKING.  
AT NORTHVIEW WE HAVE BUSINESSES THAT HAVE  
PARKING PROBLEMS. ACROSS THE STREET ON  
FOOTHILL WE HAVE BUSINESSES THAT HAVE PROBLEMS  
WITH PARKING.

IT IS ALMOST IMPOSSIBLE TO GET THROUGH  
THE INTERSECTION AT 2ND AND FOOTHILL OR  
NORTHVIEW AND FOOTHILL AT 7 OR 8AM OR AT  
4P.M. TRAFFIC ON FOOTHILL AT THOSE TIMES IS  
BUMPER TO BUMPER. THIS IS NOT A GOOD PROJECT  
FOR THIS AREA.

MRS SNELSON  
626 359-6427

# **Attachment No. 5**

## Preliminary Exemption Assessment



CITY OF  
ARCADIA

## PRELIMINARY EXEMPTION ASSESSMENT

1. Name or description of project:	CUP 21-05 Conditional Use Permit to allow a new adult day care center with up to 210 adults.	
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):	253 E. Foothill Blvd. – The business is located along the north side of Foothill Blvd. between N. 2 <sup>nd</sup> Avenue and S. 5 <sup>th</sup> Ave.	
3. Entity or person undertaking project:	A.	
	B. Other (Private)	
	(1) Name	Mailian and Associates
	(2) Address	4447 Sunset Avenue, Montrose, CA 91020
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>	
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input checked="" type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	15301 – Class 1 (Use of an existing facility)
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: March 2, 2022

Staff: Vanessa Quiroz, Associate Planner

**ARCADIA CITY COUNCIL  
ADJOURNED REGULAR MEETING MINUTES  
MONDAY, APRIL 11, 2022**

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1. **CALL TO ORDER** – Mayor Tay called the Adjourned Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Council Member Danielson
3. **PLEDGE OF ALLEGIANCE** – City Clerk Glasco
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Beck, Danielson, Verlato, Cheng, and Tay  
ABSENT: None

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

City Manager Lazzaretto announced that subsequent to posting the agenda the City received two threats of litigation regarding tonight's agenda item; he requested the City Council add an emergency agenda item under Closed Session in order to discuss this matter before the City Council makes a final decision.

City Attorney Deitsch recommended the City Council add a Closed Session agenda item to tonight's agenda as permitted by the Ralph and Brown Act regarding late breaking items; he indicated that in order to add the emergency agenda item there must be two factual findings; he explained those findings; and stated that the item can be added on a motion.

A motion was made by Council Member Verlato, seconded by Council Member Beck, and carried on a roll call vote to add a Closed Session item to the agenda as recommended and to make the findings as outlined by the City Attorney.

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

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

A motion was made by Mayor Pro Tem Cheng and seconded by Council Member Danielson to read all ordinances and resolutions by title only and waive the reading in full.

7. **PUBLIC COMMENTS**

Zig Jiang called on behalf of the Chinese American Equalization Association; he expressed his concerns regarding the redistricting ordinance; he explained that the appointment of Council Member Danielson is in violation of the City's Charter; he requested that Council Member Danielson step down; that the City Council proceed with the redistricting process; he provided his reason why he is opposed to Map 115; and urged the City Council to vote for Map 103 in order to avoid a lawsuit.

Yongping Zhang, an Arcadia resident, called and explained his reasons why he is in support of Map 103; and urged Council Member Danielson to resign from the City Council.

Sonia called and spoke about the litigation threats that have transpired throughout the redistricting process; she commented on the latest threat requesting the resignation of Council Member Danielson; and urged the City Council to move forward with Map 115 regardless of the threats.

Yoouhung Quan, an Arcadia resident, called and stated that the appointment of Council Member Danielson is in violation of the City Charter; he indicated that an elected City Council Member is needed to represent District 5; and requested the resignation of Council Member Danielson.

MJ, an Arcadia resident, appeared and expressed her frustration with people requesting that Council Member Danielson resign; she thanked the City Council for selecting Map 115; she indicated that she lives in District 3; she spoke about the safety concerns in that area; and addressed comments made by public speakers regarding District 3 residents being less fortunate and not being able to represent themselves.

Laurie Dunbar, an Arcadia resident, appeared and stated that she was shocked to learn that the City has districts; she indicated that she does not know which map is best for the City; she reminded the City Council that they represent the entire City; and urged the City Council not to vote for their personal benefit but to vote for the map that best represents the City as a whole.

Ralph Martinez, an Arcadia resident, appeared and stated that he believes that whoever wins the upcoming election will represent and act in the best interest of the entire City; he indicated that given the incidents that have occurred since the vacancy of District 5, appointing Council Member Danielson was the right decision; and urged the City Council to reject the request for Council Member Danielson's resignation.

Lan Nguyen, an Arcadia resident in District 2, appeared and commented on the threat of litigation pertaining to the appointment of Council Member Danielson; she expressed her support for the appointment of Council Member Danielson; and thanked the City Council for working together for all Arcadians.

Angie Gren, an Arcadia resident, appeared and commented on district maps provided by Council Member Verlato; she stated that Council Member Verlato's motive for those maps was to create a voting block in the HOA districts; and she expressed her frustration with Map 115 V5.

Shawn Soriano called and expressed his frustration with the redistricting process and the appointment of Council Member Danielson; he urged the City Council to avoid a possible lawsuit by following the City's Charter and dismissing Council Member Danielson's appointment.

Chris Chai called and provided her reasons why she is opposed to Map 115 V5; and indicated that she is in favor of Map 103.

Marilynne Wilander, an Arcadia resident, appeared and expressed her reasons why she is opposed to Map 103; and explained why she is in support of Map 115 V5.

Eileen Wang, an Arcadia resident, appeared and expressed her reasons why she is in support of Map 103; she urged Council Member Danielson to support District 5 and vote for Map 103.

Susan Guo, an Arcadia resident, appeared and commented on emails received in support of Map 103 and Map 115 V5; and she spoke about the California Voting Rights Act and indicated that the protected class in this City are Asians.

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

Mayor Pro Tem Cheng thanked and addressed some of the comments made by tonight's speakers; he indicated that he looks forward to working with the residents in the new District he will be serving; he noted the City Council works well together even if they may not agree on certain issues; he stated that he needs residents to come together and encourage the City Council even if they do not agree with their views; and thanked the residents again for attending tonight's meeting.

Council Member Danielson stated that it is a great honor to be able to sit on the City Council; he indicated that the City Council sees a common good for the City of Arcadia; he shared an email received from Joyce Platt; he addressed comments made by MJ in District 3; and stated that he hopes to connect with District 5 and the whole City.

Council Member Verlato expressed her gratitude for Mayor Pro Tem Cheng and Council Member Danielson's efforts to do what is best for the City regardless of their political views; she indicated that the City Council shares the same values and are doing their best for the City; and she reminded residents that they are welcome to contact her to discuss any issues they may have.

Council Member Beck shared his story about the first time he met Council Member Danielson; he thanked Mayor Pro Tem Cheng for his continued efforts in locating a Council Member for District 5; he explained why he was not in support of calling for a special election; he addressed the recording played by Ms. Guo; he read an article about Council Member Danielson; and addressed the letter received by the Chinese American Equalization Association.

Mayor Tay addressed some of the comments made by tonight's speakers; he stated that he is here to serve the residents of Arcadia; that the City Council works together to make Arcadia great; he shared a recording of comments made by the City's demographer in 2017; he expressed his frustration with how the map selection process has been handled; and explained his reasons why he is in support of Map 103.

The City Council recessed to a Closed Session at 8:29 p.m.

**CLOSED SESSION**

- a. Pursuant to Government Code Section 54956.9(d)(2) to confer with legal counsel regarding anticipated litigation: one (1) case.

No reportable action was taken on the Closed Session Item.

The City Council reconvened to the adjourned regular meeting at 9:18 p.m.

**9. CITY MANAGER**

- a. An Ordinance of the City Council amending the Arcadia Municipal Code defining City Council Electoral Boundaries and adopting revised City Council Electoral District Boundaries.

Ordinance No. 2386 amending Section 1704(B) to Chapter 7, Article I of the Arcadia Municipal Code defining City Council Electoral District Boundaries, and adopting revised City Council Electoral District Boundaries as set forth in Exhibit "A."

Recommended Action: Adopt

After discussion, a motion was made by Council Member Beck, seconded by Council Member Verlato, and carried on a roll call vote to adopt Ordinance No. 2386 amending Section 1704(B) to Chapter 7, Article I of the Arcadia Municipal Code defining City Council Electoral District Boundaries, and adopting revised City Council Electoral District Boundaries as set forth in Exhibit "A" using Map 115 V5.

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


Ordinance No. 2386 (Alternate) amending Section 1704(B) to Chapter 7, Article I of the Arcadia Municipal Code defining City Council Electoral District Boundaries, and adopting revised City Council Electoral District Boundaries as set forth in Exhibit "A."

Recommended Action: Do not Adopt

No action was taken on Ordinance No. 2386 (Alternate).

## 10. ADJOURNMENT

The City Council adjourned at 9:34 p.m. to Tuesday, April 19, 2022, at 7:00 p.m. in the City Council Chambers.

  
\_\_\_\_\_  
Linda Rodriguez  
Assistant City Clerk

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
TUESDAY, APRIL 19, 2022**

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**CALL TO ORDER** – Mayor Tay called the Closed Session to order at 5:35 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

**PUBLIC COMMENTS** – No one appeared.

**CLOSED SESSION**

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Arcadians for Environmental Preservation v. City of Arcadia, Los Angeles County Superior Court (Case No. 20STCP02902).

No reportable action was taken on the Closed Session Item.

The Special Meeting ended at 6:13 p.m.



---

Linda Rodriguez  
Assistant City Clerk

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, APRIL 19, 2022**

---

1. **CALL TO ORDER** – Mayor Tay called the regular meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Darwin Ng, Arcadia Police Department Chaplain
3. **PLEDGE OF ALLEGIANCE** – City Clerk Glasco
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Beck, Danielson, Verlato, Cheng, and Tay  
ABSENT: None

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

City Attorney Deitsch announced that prior to the Regular Meeting the City Council met in a Special Meeting to consider the one item listed on the posted agenda under Closed Session and no reportable action was taken.

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

City Manager Lazzaretto recommended that Reports from Mayor and City Council be added the Agenda prior to the Consent Calendar.

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

A motion was made by Mayor Pro Tem Cheng and seconded by Council Member Verlato to read all ordinances and resolutions by title only and waive the reading in full.

8. **PRESENTATION TO OUTGOING MAYOR SHO TAY**

Presentation by Mayor Pro Tem Paul Cheng on behalf of Senator Dianne Feinstein  
Presentation by Maile Zeng Plan on behalf of Congresswoman Judy Chu  
Presentation by Giselle Sorial on behalf of Senator Susan Rubio  
Presentation by Rene Romero on behalf of Assemblymember Mike Fong  
Presentation by Vicky Paul on behalf of Los Angeles County Supervisor Kathryn Barger  
Presentation by Mayor Pro Tem Edward Garcia, City of Sierra Madre  
Presentation by Mayor Pro Tem Paul Cheng on behalf of Monrovia Mayor Tom Adams  
Presentation by Mayor Pro Tem Paul Cheng on behalf of Temple City Mayor Vincent Yu  
Presentation by Mayor Pro Tem Paul Cheng on behalf of San Gabriel Mayor Tony Ding  
Presentation by Vicki Knight, President of Arcadia Chamber of Commerce  
Presentation by Connie Liao, President of the Arcadia Chinese Association  
Presentation by Leigh Chavez, President of the Arcadia Unified School District  
Presentation by Donna Choi of the Downtown Arcadia Improvement Association  
Presentation by Pete Siberell on behalf of Santa Anita Race Track

**REMARKS BY OUTGOING MAYOR SHO TAY**

**9. CITY COUNCIL REORGANIZATION**

- a. The City Clerk called for the election of Mayor

Mayor Pro Tem Cheng nominated Council Member Beck for Mayor.

Noting no other nominations, City Council Members cast their votes for Council Member Beck for Mayor as follows:

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

City Clerk Glasco announced that Council Member Beck was elected by the City Council to serve as Mayor from April 2022 through November 2022.

- b. Mayor Beck called for the election of Mayor Pro Tem

Council Member Verlato nominated current Mayor Pro Tem Cheng for Mayor Pro Tem.

Noting no other nominations, City Council Members cast their votes for Mayor Pro Tem Cheng for Mayor Pro Tem as follows:

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

City Clerk Glasco announced that Mayor Pro Tem Cheng was elected by the City Council to serve as Mayor Pro Tem from April 2022 through November 2022.

- c. Comments by Mayor Beck
- d. Comments by Mayor Pro Tem Cheng
- e. Comments by Council Members Tay, Verlato, Danielson, and City Clerk Glasco.

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

**11. CONSENT CALENDAR**

- a. Special Meeting Minutes of March 18, 2022, and March 29, 2022; and Regular Meeting Minutes of April 5, 2022.  
Recommended Action: Approve
- b. Ordinance No. 2387 adopting a Military Equipment Use Policy pursuant to Assembly Bill 481.  
Recommended Action: Adopt
- c. Resolution No. 7417 authorizing compensation increases for specific employee classifications in the Arcadia City Employees' Association ("ACEA"), Arcadia Public Works Employees' Association ("APWEA"), Unrepresented Group, and Executive Management Group.  
Recommended Action: Adopt

- d. Resolution No. 7422 amending the Fiscal Year 2021-22 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for inspection and rehabilitation of the Orange Grove Well 1A in the amount of \$57,200, offset by funds received from the American Rescue Plan Act of 2021, and contract with General Pump Company, Inc. for the Inspection and Rehabilitation of the Orange Grove Well 1A Project in the amount of \$307,200.  
Recommended Action: Adopt and Approve
- e. Resolution No. 7423 authorizing submittal of the Fiscal Year 2021-22 Transportation Development Act – Article 4 Claim Forms to receive Capital and Operating Funds for Arcadia Transit.  
Recommended Action: Adopt
- f. Resolution No. 7424 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation in the City Manager’s Office for Public Affairs Consulting Services and related public outreach in the amount of \$39,500, offset by a reduction in the General Fund Reserve; and Professional Services Agreement with TBWBH Props & Measures.  
Recommended Action: Adopt and Approve
- g. Resolution No. 7425 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of Paramedic Supplies in the amount of \$12,500, offset by a reduction in the American Rescue Plan Act (“ARPA”) Fund, and approving a Change Order to the Purchase Order with Life-Assist, Inc.  
Recommended Action: Adopt and Approve
- h. Resolution No. 7426 amending the Fiscal Year 2021-22 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of Turnout Coats and Pants and Miscellaneous Uniforms in the amount of \$68,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with All Star Fire Equipment.  
Recommended Action: Adopt and Approve
- i. Donation from the Arcadia Police Foundation for the Arcadia Police Department’s Police Service Dog (K-9) Program in the amount of \$15,000.  
Recommended Action: Accept
- j. Professional Services Agreement with Eurofins Eaton Analytical, LLC. for Laboratory Testing Services of City Water Samples in an amount not to exceed \$109,910.  
Recommended Action: Approve
- k. Accept all work performed by Carrier Corporation for the Fire Station 106 HVAC Relocation and Zone Control Replacement Project as complete.  
Recommended Action: Approve

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

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

**12. CITY MANAGER**

- a. Consideration of a call for review of the Planning Commission's approval of Conditional Use Permit No. CUP 21-05 for a new Adult Day Care Center at 253 E. Foothill Boulevard.

Recommended Action: Provide Direction

Assistant City Manager/Development Services Direction Kruckeberg presented the Staff Report.

Mayor Beck presented his views on the Staff Report and his reasons for raising the issue for consideration.

After discussion, Mayor Beck requested City Council support in order to direct Staff to set a public hearing to review the Planning Commission's approval of Conditional Use Permit No. CUP 21-05 for a new Adult Day Care Center at 253 E. Foothill Boulevard. The City Council unanimously concurred.

**13. ADJOURNMENT**

The City Council meeting adjourned at 8:00 p.m. to Tuesday, May 3, 2022, 4:00 p.m. in the Police Department Community Room/Emergency Operations Center.



---

Linda Rodriguez  
Assistant City Clerk



# STAFF REPORT

Fire Department

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Barry R. Spriggs, Fire Chief  
By: Chen Suen, Deputy Fire Chief  
Maria Lourdes A. Taylor, Sr. Management Analyst

**SUBJECT:** RESOLUTION NO. 7429 APPROVING THE CITY OF ARCADIA LOCAL HAZARD MITIGATION PLAN  
**Recommendation: Adopt**

## **SUMMARY**

Local governments are required to have an approved Local Hazard Mitigation Plan in place to receive pre-disaster and post-disaster mitigation federal funding. The City has updated its Plan to address modern threats to the community and to adhere to federal standards and guidelines. Therefore, it is recommended that the City Council adopt Resolution No. 7429, approving the City of Arcadia's Local Hazard Mitigation Plan, prior to its submittal to the Federal Emergency Management Agency ("FEMA") for final approval.

## **BACKGROUND**

The Disaster Mitigation Act of 2000 was a law enacted by the federal government that places emphasis on hazard mitigation planning for local municipalities. The law requires local governments to develop and adopt a Local Hazard Mitigation Plan ("LHMP") with final approval given by FEMA. An LHMP is a document that identifies potential natural and human-caused disasters specific to a community and contains information to assist the community, its residents, and other interested parties to plan for local hazards. Essentially, FEMA requires a local government to update their LHMP every five years. The City of Arcadia's previous LHMP was adopted in 2013. For this most recent LHMP update, City staff began working with FEMA in 2017 with the final draft subsequently approved by FEMA in April 2022.

On April 5, 2022, after completing its review of the LHMP, FEMA advised staff that the plan was eligible for final approval pending its adoption by the City. Upon City Council's approval of the LHMP, formal adoption documentation will be forwarded to FEMA to satisfy the final requirement of the review process.

## **DISCUSSION**

After a disaster strikes, repair and construction efforts are often undertaken to restore infrastructure to pre-disaster conditions. Although such efforts expedite a return to normal functioning, the replications of pre-disaster conditions could result in a cycle of damage, reconstruction, and repeated damage. Hazard mitigation planning ensures such cycles are broken and that post-disaster repairs and reconstruction result in vulnerability reduction.

While disasters may be unpreventable, the devastating effects may be reduced or eliminated through well-organized public education and awareness efforts, preparedness, and mitigation. For those hazards that cannot be fully mitigated, the community must be prepared to provide efficient and effective response and recovery services.

The mission of the LHMP is to promote sound public policy designed to protect residents, critical facilities, infrastructure, private property, and the environment from natural and human caused hazards. This mission will be achieved by increasing public awareness, documenting resources for risk reduction and loss prevention, and identifying activities that will guide the City toward building a safer, more sustainable community.

The document was prepared through a concerted and collaborative effort of City departments, citizens in the community, and major stakeholders in the region. All City departments met regularly, coordinated resources, and compiled information required for the document. Public workshops were held to gather ideas and opinions on community mitigation goals and activities. In addition, a stakeholder meeting was conducted, which was attended by emergency service coordinators within the region, representatives from the Arcadia Unified School District, American Red Cross, Santa Anita Racetrack, civic groups, and the Arcadia Chamber of Commerce.

The end-product is a comprehensive City of Arcadia Local Hazard Mitigation Plan. Over 100 pages in length, excluding appendices and maps, the document reviews action items from the previous LHMP and evaluates if those goals have been met. It also discusses in detail nine (9) possible natural and human-caused hazards that could impact the City, which include the following:

- 1) Earthquake
- 2) Flood
- 3) Slope Failure Debris/Mud Flow
- 4) Windstorm
- 5) Wildfire
- 6) Drought
- 7) Hazardous Materials
- 8) Terrorism

#### 9) Train Accident

The LHMP includes a description, risk analysis, and mitigation strategies for each hazard. For example, the earthquake section of the document discusses: the definition of an earthquake; earthquakes in Southern California and in Arcadia; earthquake hazard assessment and a list of the nearby fault lines that affect Arcadia; risk analysis of the probability of an earthquake with a magnitude of 5.0 or greater occurring in the next five (5), 10, 20, and 50 years; the City's current mitigation of earthquake hazards; and a resource directory pertaining to earthquake preparedness and mitigation. Other sections follow similar patterns.

The adoption of Resolution No. 7429 by the City Council is the final requirement in the plan approval process. The document has already been approved by the California Office of Emergency Services ("Cal-OES"). Additionally, the document has been approved by FEMA, pending the formal adoption by the City Council. Upon City Council's adoption, the document will be available for public review in the City Manager's Office, City Clerk's Office, and the Arcadia Public Library. A copy will also reside on the City's website.

#### **ENVIRONMENTAL IMPACT**

The LHMP is subject to a statutory exemption pursuant to Section 15252 of the California Environmental Quality Act guidelines because it is a feasibility and planning study. Additionally, the document is consistent with the City's General Plan in implementing certain Public Safety Element goals, objectives, and policies outlined in Resolution No. 7429.

#### **FISCAL IMPACT**

Adoption of Resolution No. 7429 has no direct fiscal impact to the City. Arcadia will have the opportunity to implement recommended mitigation action items through existing programs and procedures.

Failure to adopt an LHMP will forfeit the City's eligibility to receive federal funding for both pre-disaster and post-disaster mitigation projects.

#### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 7429 approving the City of Arcadia's Local Hazard Mitigation Plan.

Adopt Resolution 7429  
Arcadia Local Hazard Mitigation Plan 2022  
May 3, 2022  
Page 4 of 4

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Resolution 7429  
City of Arcadia Local Hazard Mitigation Plan

RESOLUTION NO. 7429

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA,  
CALIFORNIA, APPROVING THE CITY OF ARCADIA LOCAL HAZARD  
MITIGATION PLAN

WHEREAS, the City of Arcadia recognizes that on October 30, 2000, the Disaster Mitigation Act of 2000 (“DMA”) was signed into law, amending provisions of the Robert T. Stafford Disaster Relief Act of 1988; and

WHEREAS, the DMA (Public Law 106-390) states that for a community to receive pre-disaster and post-disaster funds and Federal Emergency Funds, a Local Hazard Mitigation Plan (“LHMP”) must be submitted to the California Office of Emergency Services and the Federal Emergency Management Agency (“FEMA”), and the failure to submit a plan will disqualify a community from receiving disaster assistance; and

WHEREAS, the DMA reinforces the importance of pre-disaster infrastructure mitigation planning to reduce disaster losses nationwide because it focuses on planning and recognizes the significance of hazard mitigation planning at the local level, and the necessity for effective coordination between state and local entities to promote an integrated, comprehensive approach to mitigation planning; and

WHEREAS, the DMA requires local agencies like the City of Arcadia to develop and update a mitigation plan that includes a detailed City profile and identification of specific threats and vulnerabilities within the City, and which sets forth specific mitigating measures to address such threats and vulnerabilities; and

WHEREAS, the DMA requires detailed documentation of all actions, meetings, studies, and directives undertaken in furtherance of the DMA plan; and

WHEREAS, the DMA includes new criteria for local mitigation planning, including the development and submittal of mitigation plans as a condition to receiving Local Hazard Mitigation Grant Program funds; and

WHEREAS, the City of Arcadia has met all federal requirements of the Stafford Act and applicable amendments, and has further met all requirements of the Disaster Mitigation Act of 2000, including development of and updating the Local Hazard Mitigation Plan through public participation and steering committee establishment, and development of a maintenance program for annual plan review and federal plan review every five (5) years.

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

SECTION 1. Pursuant to the foregoing recitals, the following findings and determinations are hereby made:

1. The City of Arcadia's Local Hazard Mitigation Plan is subject to a statutory exemption pursuant to the California Environmental Quality Act ("CEQA") Guidelines, Section 15252, because it is a feasibility and planning study;
2. The City Council expresses its full support for, and willingness to devote appropriate resources to, the DMA program and the adoption of a DMA plan for the City; and
3. The City Council supports the active participation of all interested agencies, departments, community groups, and the public with respect to the DMA program.

SECTION 2. The Local Hazard Mitigation Plan is consistent with the City's General Plan in that it implements the following Public Safety Element goals, objectives, and policies:

1. Minimize potential for loss of life, physical injury, and property damage resulting from earthquakes and geologic hazards.
2. Continue enforcing the most rigorous building and grading codes which govern seismic safety
3. Superior storm drainage and flood control facilities that minimize risk of flooding.
4. Prioritize improvements to Arcadia's storm drain system in areas that are prone to localized ponding and flooding.
5. High level of protection from the dangers of wildland and urban fires.
6. Practice fire prevention, engineering, enforcement, and education as the primary means to reduce incidents of wildland and urban fires.
7. A continued high level of protection from risks to life, the environment, and property associated with human-caused hazards in Arcadia.
8. Minimize exposure of the environment, critical facilities, and residences to hazardous materials.
9. Provide the City of Arcadia with an all-risk fire service by providing and maintaining a full range of services that are intended to instill a sense of safety and well-being throughout the community. Services will include emergency medical services; fire prevention and education; protection from hazards of fire; hazardous materials, and domestic terrorism; and urban

search and rescue.

10. To provide a continued high level of fire and police protection services, with an emphasis on prevention and education.
11. Comprehensive and effective emergency and disaster response preparedness.

SECTION 3. The City Council hereby approves and adopts the City of Arcadia's Local Hazard Mitigation Plan.


Passed, approved and adopted this 3rd day of May, 2022.

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Mayor of the City of Arcadia

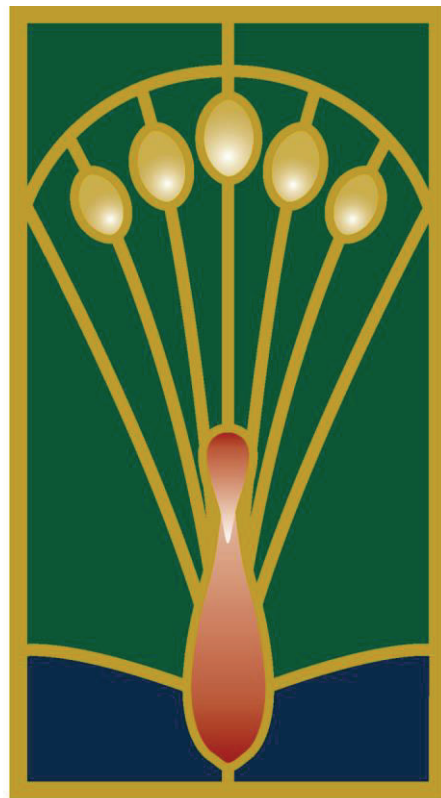
ATTEST:

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

APPROVED AS TO FORM:

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

# CITY OF ARCADIA LOCAL HAZARD MITIGATION PLAN



CITY OF  
**ARCADIA**

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MARCH 2022

CITY OF ARCADIA  
LOCAL HAZARD MITIGATION PLAN 2022  
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## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 1 EXECUTIVE SUMMARY

### **Five -Year Action Plan Matrix**

The City of Arcadia's Local Hazards Mitigation Action Plan includes resources and information to assist City residents, public and private sector organizations, and others interested in participating in planning for local hazards. The mitigation plan provides a list of activities that may assist City of Arcadia in reducing risk and preventing loss from future hazardous events. The action items address multi-hazard issues, as well as activities for earthquakes, flooding, debris flow / Slope Failures, windstorms, wildfires, drought, hazardous materials, transportation emergencies and terrorism

### **How is the Plan Organized?**

The Mitigation Plan contains a five-year action plan matrix, background on the purpose and methodology used to develop the mitigation plan, a profile of City of Arcadia, sections on hazards that occur within the City, and a number of appendices.

### **Who Participated in Developing the Plan?**

The City of Arcadia's Local Hazard Mitigation Action Plan is the result of a collaborative effort between City of Arcadia's citizens, public agencies, non-profit organizations, the private sector, and regional and state organizations. Public participation played a key role in development of goals and action items. A meeting was held with stakeholders in the City, and two public meetings were held to include City of Arcadia's residents in plan development. A Hazard Mitigation Committee guided the process of developing the plan.

### **What is the Plan Mission?**

The mission of the City of Arcadia's Local Hazard Mitigation Plan is to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property, and the environment from potential hazards. This can be achieved by increasing public awareness, documenting the resources for risk reduction and loss-prevention, and identifying activities to guide the City towards building a safer, more sustainable community.

### **What are the Plan Goals?**

The plan goals describe the overall direction that City of Arcadia's agencies, organizations, and citizens can take to work toward mitigating risk from hazards. The goals are stepping-stones between the broad direction of the mission statement and the specific recommendations outlined in the action items.

#### Protect Life and Property

- Implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to losses from natural hazards.
- Reduce losses and repetitive damages for chronic hazard events while promoting insurance coverage for catastrophic hazards.
- Improve hazard assessment information to make recommendations for discouraging new development in high hazard areas and encouraging preventative measures for existing development in areas vulnerable to hazards.

# LOCAL HAZARD MITIGATION PLAN 2022

## SECTION 1 EXECUTIVE SUMMARY

### Public Awareness

- Develop and implement education and outreach programs to increase public awareness of the risks associated with natural hazards.
- Provide information on tools; partnership opportunities, and funding resources to assist in implementing mitigation activities.

### Natural Systems

- Balance natural resource management, and land use planning with local hazard mitigation to protect life, property, and the environment.
- Preserve, rehabilitate, and enhance natural systems to serve local hazard mitigation functions.

### Partnerships and Implementation

- Strengthen communication and coordinate participation among and within public agencies, citizens, non-profit organizations, business, and industry to gain a vested interest in implementation.
- Encourage leadership within public and private sector organizations to prioritize and implement local and regional hazard mitigation activities.

### Emergency Services

- Establish policy to ensure mitigation projects for critical facilities, services, and infrastructure.
- Strengthen emergency operations by increasing collaboration and coordination among public agencies, non-profit organizations, business, and industry.
- Coordinate and integrate hazard mitigation activities, where appropriate, with emergency operations plans and procedures.

### **How are the Action Items Organized?**

The action items are a listing of activities in which City agencies and citizens can be engaged in to reduce risk. The action items are organized within the following matrix, which lists all of the multi-hazard and hazard-specific action items included in the mitigation plan. Data collection, research, and the public participation process resulted in the development of these action items (see Section 9). The matrix includes the following information for each action item:

### Coordinating Organization

The coordinating organization is the public agency with regulatory responsibility to address hazards, or that is willing and able to organize resources, find appropriate funding, or oversee activity implementation, monitoring, and evaluation. Coordinating organizations may include local, county, or regional agencies that are capable of or responsible for implementing activities and programs.

### Time line

Action items include both short and long-term activities. Each action item

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 1 EXECUTIVE SUMMARY

includes an estimate of the time line for implementation. Short-term action items are activities which City agencies are capable of implementing with existing resources and authorities within one to two years. Long-term action items may require new or additional resources or authorities, and may take between one and five years (or more) to implement.

#### Ideas for Implementation

Each action item includes ideas for implementation and potential resources, which may include grant programs or human resources.

#### Plan Goals Addressed

The plan goals addressed by each action item are included as a way to monitor and evaluate how well the mitigation plan is achieving its goals once implementation begins. The plan goals are organized into the following five areas:

1. Protect Life and Property
2. Public Awareness
3. Natural Systems
4. Partnerships and Implementation
5. Emergency Services

#### Constraints

Constraints may apply to some of the action items. These constraints may be a lack of city staff, lack of funds, or vested property rights, which might expose the City to legal action as a result of adverse impacts on private property.

#### **How Will the Plan be Implemented, Monitored, and Evaluated?**

The Plan Maintenance Section of this document details the formal process that will ensure that the City of Arcadia's Local Hazards Mitigation Plan remains an active and relevant document. The plan maintenance process includes a schedule for monitoring and evaluating the Plan annually and producing a plan revision every five years. This section describes how the City will integrate public participation throughout the plan maintenance process. Finally, this section includes an explanation of how the City of Arcadia's government intends to incorporate the mitigation strategies outlined in this Plan into existing planning mechanisms such as the City's General Plan, Capital Improvement Plans, and Building & Safety Codes.

#### **Plan Adoption**

Adoption of the Natural Hazard Mitigation Plan by the local jurisdiction's governing body is one of the prime requirements for approval of the plan. Once the plan is reviewed, the City Council will be responsible for adopting the City of Arcadia's Local Hazard Mitigation Plan. The local agency governing body has the responsibility and authority to promote sound public policy regarding hazards. The City Council will periodically need to re-adopt the plan as it is revised to meet changes in the hazard risks and exposures in the community. The approved Local Hazard Mitigation Plan will be significant in the future growth and development of the community.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 1 EXECUTIVE SUMMARY

#### **Coordinating Body**

A City of Arcadia's Hazard Mitigation Advisory Committee will be responsible for coordinating implementation of Plan action items and undertaking the formal review process. The City Council / City Manager will assign representatives from City agencies, including, but not limited to, the current Hazard Mitigation Committee members.

#### **Convener**

The City Council will adopt the City of Arcadia's Local Hazard Mitigation Plan, and the Hazard Mitigation Committee will take responsibility for plan implementation. The Project Manager will serve as a convener to facilitate the Hazard Mitigation Committee meetings, and will assign tasks such as updating and presenting the Plan to the members of the committee. Plan implementation and evaluation will be a shared responsibility among all of the Local Hazard Committee Members.

#### **Implementation through Existing Programs**

The City of Arcadia addresses statewide planning goals and legislative requirements through its General Plan, Capital Improvement Plans, Fire Codes, City Building & Safety Codes and other related documents. The Local Hazard Mitigation Plan provides a series of recommendations that are closely related to the goals and objectives of these existing planning programs. City of Arcadia will have the opportunity to implement recommended mitigation action items through existing programs and procedures.

#### **Economic Analysis of Mitigation Projects**

The Federal Emergency Management Agency's approaches to identify costs and benefits associated with hazard mitigation strategies or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis. Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster-related damages later. Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. Determining the economic feasibility of mitigating hazards can provide decision makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

#### **Formal Review Process**

The City of Arcadia's Local Hazard Mitigation Plan will be evaluated on an annual basis to determine the effectiveness of programs, and to reflect changes in land development or programs that may affect mitigation priorities. The evaluation process includes a firm schedule and time line, and identifies the local agencies and organizations participating in plan evaluation. The Project Manager or designee will be responsible for contacting the Hazard Mitigation Committee members and organizing the annual meeting. Committee members will be responsible for monitoring and evaluating the progress of the mitigation strategies in the Plan.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 1 EXECUTIVE SUMMARY**

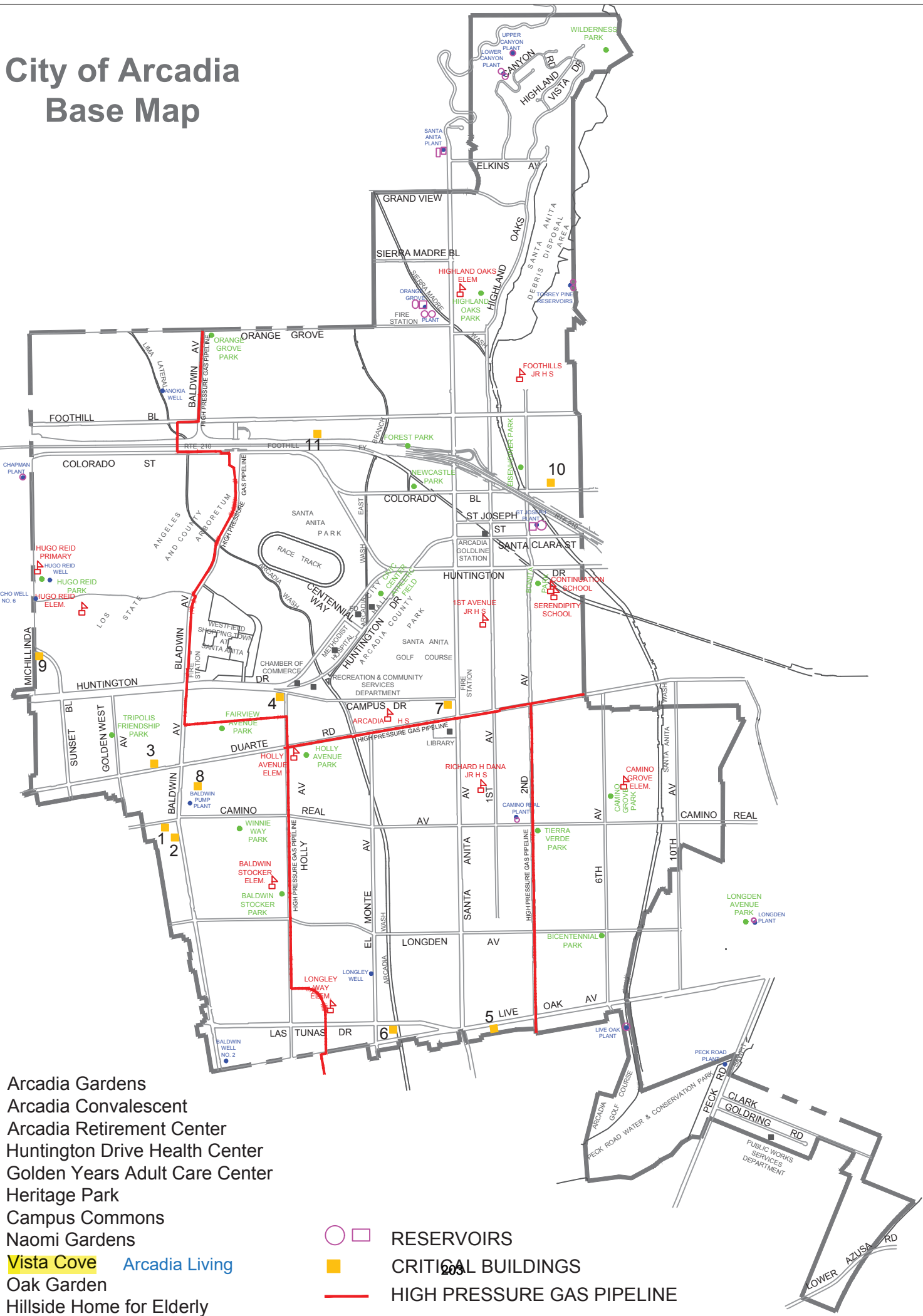
**Continued Public Involvement**

The City of Arcadia is dedicated to involving the public directly in the continual review and updates of the Hazard Mitigation Plan. Copies of the plan will be catalogued and made available at city hall, City Clerk' office and at City of Arcadia Library. The existence and location of these copies will be publicized in City newsletters. In addition, locations of the Plan and any proposed changes will be posted on the City website. This site will also contain an email address and phone number to which people can direct their comments and concerns.





**Changes to Priorities**

The City of Arcadia updated its Local Hazard Mitigation Plan in 2012. There have been no changes in priorities since the adoption of the plan.

# City of Arcadia Base Map



1. Arcadia Gardens
2. Arcadia Convalescent
3. Arcadia Retirement Center
4. Huntington Drive Health Center
5. Golden Years Adult Care Center
6. Heritage Park
7. Campus Commons
8. Naomi Gardens
9. **Vista Cove** Arcadia Living
10. Oak Garden
11. Hillside Home for Elderly

		RESERVOIRS
		CRITICAL BUILDINGS
		HIGH PRESSURE GAS PIPELINE

## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 4 COMMUNITY PROFILE

### **Why Plan for Hazards in City of Arcadia?**

Hazards can impact citizens, property, environment, and the economy of City of Arcadia. Earthquakes, flood, Slope Failures, windstorms, wildfires, drought, hazardous materials, transportation emergencies and terrorism have exposed City of Arcadia residents and businesses to the financial and emotional costs of recovering after disasters. The risk associated with hazards increases as more people move to areas affected by those hazards.

Even in those communities that are essentially “built-out” i.e., have little or no vacant land remaining for development; population density continues to increase when low-density housing is replaced with medium and high-density development projects.

The inevitability of hazards, and the growing population and activity within the City create an urgent need to develop strategies, coordinate resources, and increase public awareness to reduce risk and prevent loss from future hazardous events. Identifying the risks posed by hazards, and developing strategies to reduce the impact of a hazardous event can assist in protecting the life and property of communities. Local residents and businesses can work together with the City to create a Local Hazard Mitigation Plan that addresses the potential impacts of hazard events.

### **Geography and the Environment**

City of Arcadia has an area of 11.3 square miles and is located in Greater Los Angeles County area. Elevations in the City range from a high of 1,200 feet to a low of 300 feet. The terrain of the city is from the valley floor sweeping to the foothills.

### **Community Profile**

The 11.3 square mile City of Arcadia is one of the Southland’s finest communities. Located in the western San Gabriel Valley south of the San Gabriel Mountains, Arcadia, also known as the "Community of Homes", is a picturesque, affluent, largely built out community, with an outstanding public school system. The Los Angeles County Arboretum, Westfield Mall at Santa Anita, Santa Anita Race Track, Arcadia County Park, and the Santa Anita Golf Course annually attract a substantial number of visitors into Arcadia from Southern California. With its rich history and quality of development, Arcadia will remain a premier community.

### **Transportation**

The 210 freeway serves the City, and the major arterial highways are Santa Anita Avenue and Baldwin Avenue, which run north to south and Huntington Drive (Route 66), Live Oak Avenue, Duarte Road, Foothill Boulevard and Longden Avenue, which run east to west.

The City also has a light rail transportation system running through the center of town. Los Angeles County Metropolitan Transportation Authority operates the Metro Gold Line light rail system. The Gold Line operates a 31 mile light rail between Azusa and East Los Angeles. There is a station in the center of town with parking for 300 vehicles. The estimated weekday ridership of the Gold Line is 49,500 riders. The MTA also operates various bus lines within the City of Arcadia.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 4 COMMUNITY PROFILE

#### **Major Rivers**

The nearest major river is the Los Angeles River (or San Gabriel River). This River does not have any potential impact on the City of Arcadia. Normally this river channel is dry and only carries a significant water flow during a major rainstorm. The river channel is a concrete channel and part of the Los Angeles County Flood Control District.

#### **Climate**

Temperatures in the City of Arcadia range from 40 degrees in the winter months to 100 degrees in the summer months. However the temperatures can vary over a wide range, particularly when the Santa Ana winds blow, bringing higher temperatures and very low humidity. Temperatures rarely exceed 110 degrees F in the summer months (June - September), and rarely drop below 30 F in the winter months (November-March).

The City of Arcadia over the last seventy years of recorded rainfall has had a low of 5.27 inches of rainfall in 1947 to a high of 41.23 in 1969. Rainfall in the city averages eighteen inches of rain per year.

Furthermore, actual rainfall in Southern California tends to fall in large amounts during sporadic and often heavy storms rather than consistent storms at somewhat regular intervals. In short, rainfall in Southern California might be characterized as feast or famine within a single year. Because the metropolitan basin is largely built out, water originating in higher elevation communities can have a sudden impact on adjoining communities that have a lower elevation.

#### **Minerals and Soils**

The characteristics of the minerals and soils present in City of Arcadia indicate the potential types of hazards that may occur. Rock hardness and soil characteristics can determine whether or not an area will be prone to geologic hazards such as earthquakes, liquefaction and Slope Failures.

Arcadia is located at the foothills of the San Gabriel Mountains in the Transverse Ranges Geomorphic province of Southern California. The City overlays two groundwater basins: The Raymond Water Basin on the north and the San Gabriel Water Basin on the south. The basins are separated by the northeast trending Raymond Fault, which acts as a hydrological barrier, and defines the boundary between the two.

The Raymond Basin is an alluvial valley covering approximately 40 square miles and is bordered by the San Gabriel Mountains on the north, San Rafael Hills on the west, and the Raymond Fault on the south and east. The general east-west trend of the San Gabriel Mountains, the north-south trend of the San Rafael Hills, and northeast trend of the Raymond Fault result in the basin having a triangular form.

The limits of the San Gabriel Valley are generally defined on the north by the San Gabriel Mountains and the Raymond Fault, on the west by the Repetto and Merced Hills, on the south by the Puente Hills, and on the east by the San Jose Hills. The total area of

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 4 COMMUNITY PROFILE

the alluvial valley is approximately 167 square miles. Arcadia is located at the extreme northwest portion of the San Gabriel Valley.

#### Bedrock:

The bedrock geology of the Raymond Basin and vicinity consists of a complex array of granitic and metagranitic rocks of pre-Cretaceous age. Although outcrops are typically fractured, the granitic bedrock underlying the alluvial sediment at the base of the basin is not considered water bearing.

#### Older and Younger Alluvium:

Total alluvial thickness is as much as 1,100 feet in the Raymond Basin and as much as 1,900 feet in the San Gabriel Basin. The older alluvium is distributed throughout the entire basin and its water transmitting properties vary depending upon the degree to which it has been weathered and/or cemented. Older alluvium consists primarily of sand, gravel and boulders with minor interbedded clay layers.

Younger alluvium consists predominantly of sand, gravel and boulders, is less consolidated than the older alluvium and yields water more readily and consistently.

#### Faulting and Ground Water Barriers:

Major faults in the vicinity of Arcadia include the Sierra Madre Fault Zone and the Raymond Fault. The Raymond Fault is the most geohydrologically significant fault in Arcadia. The fault acts as a barrier impeding ground water movement from the Raymond Basin into the Main San Gabriel Basin to the south. The barrier effect is reflected by significant differences in ground water level across the fault. In addition, artesian conditions and ponded surface water have been observed north of the fault during periods of high water levels resulting from the “damming” effect of the fault.

#### Concerns:

Based on the Raymond Fault creating a ground water barrier the area located to the north of the fault can be prone to the occurrence of liquefaction or has the potential for permanent ground displacement. The steep foothills of the San Gabriel Mountains have a potential of the earthquake-induced Slope Failures or the permanent ground displacement in the north part of Arcadia.

#### **Other Significant Geologic Features**

The City of Arcadia, like most of the Los Angeles Basin, lies over the area of one or more known earthquake faults, and potentially many more unknown faults, particularly so-called lateral or blind thrust faults.

The major faults that have the potential to affect the greater Los Angeles Basin, and therefore the City of Arcadia are: San Andreas, Newport Inglewood, Palos Verdes, Whittier, Santa Monica, Raymond, and Sierra Madre.

In addition, many areas in the Los Angeles Basin have sandy soils that are subject to liquefaction and land movement.

## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 4 COMMUNITY PROFILE

### **Population and Demographics**

City of Arcadia has an estimated population of about 59,000 in an area of 11.3 square miles. It is estimated by the U.S. Census Bureau that the City of Arcadia's population has increased annually at a rate of 4.3% since 2010.

The increase of people living in City of Arcadia creates more community exposure, and changes how agencies prepare for and respond to hazards. For example, more people living on the urban fringe increase the risk of wildfire. Wildfire has an increased chance of starting due to human activities in the urban/rural interface, and has the potential to injure more people and cause more property damage.

Furthermore, increased density can affect risk. For example, narrower streets are more difficult for emergency service vehicles to navigate, the higher ratio of residents to emergency responders affects response times, and homes located closer together increase the chances of fires spreading.

The ethnic and cultural diversity suggests a need to address multi-cultural needs and services.

Vulnerable populations, including seniors, disabled citizens, women, and children, those people may be disproportionately impacted by disasters.

### **Land and Development**

The City of Arcadia's General Plan addresses the use and development of private land, including residential, commercial and industrial areas. This plan is one of the City's most important tools in addressing environmental challenges including transportation, air quality, growth management, conservation of natural resources, clean water, and open spaces.

The environment of most Los Angeles County cities is nearly identical with that of their immediate neighbors and the transition from one incorporated municipality to another is seamless to most people. Seamless too are the exposures to the hazards that affect all of Southern California.

### **Housing and Community Development**

In the City of Arcadia, the demand for housing outstrips the available supply, and the recent low interest rates have further fueled a pent up demand. There are more single family homes in the City in comparison to the number of apartments and condominiums. The development of condominiums has increased significantly along with the development of mixed-use properties.

### **Employment and Industry**

Employment and Industry - The City of Arcadia has a very broad employment base. There are major retail, industrial, office, and specialty employers throughout the City.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 4 COMMUNITY PROFILE

The major employers in the City include the Santa Anita Race Track, Methodist Hospital of Southern California, and the Westfield at Santa Anita.

The City of Arcadia also lies within a "Sixty Mile Circle" centered on Los Angeles, a dynamic concentration of population, employment, business, industry and finance. Two-thirds of the State's 100 largest corporations are headquartered within the circle. Additionally, several federal and state highways, two nearby rail lines, and three international airports, as well as the 210 Freeway passing through Arcadia, provide ready access to regional, national and international markets.

Mitigation activities are needed at the business level to ensure the safety and welfare of workers and limit damage to industrial infrastructure. Employees are highly mobile, commuting from surrounding areas to industrial and business centers. This creates a greater dependency on roads, communications, accessibility and emergency plans to reunite people with their families. Before a disastrous event occurs large and small businesses can develop strategies to prepare, respond efficiently, and prevent loss of life and property.

#### **Transportation and Commuting Patterns**

The City of Arcadia is located in the Los Angeles Metropolitan Statistical Area (LAMSAs)

The I-210 Foothill Freeway traverses the City of Arcadia, connecting the city to east and north valleys of Los Angeles County, and the I-605 San Gabriel Freeway is located four (4) miles east of Arcadia and runs south to the coast. The City's 150-mile road system includes 37 miles of arterial highways, 113 miles of local roads, and 37 bridges.

Private automobiles are the dominant means of transportation in Southern California and in the City of Arcadia. However, the City of Arcadia meets its public transportation needs utilizing the numerous local public transportation options available in the region. The Los Angeles County Metropolitan Transportation Authority (LACMTA) and Foothill Transit operate a total of 11 bus routes and one light rail line through the city. Additionally, the Arcadia Transit offers Arcadia residents convenient, affordable transit within the city limits and to five (5) designated medical facilities located beyond the city limits. The City participates in regional efforts to improve air quality by promoting rideshare alternatives to its employees.

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The City of Arcadia Local Hazard Mitigation Plan integrates a cross-section of citizen input throughout the planning process. To accomplish this goal, the City of Arcadia Hazard Mitigation Advisory Committee developed a public participation process through three components: (1) developing a planning committee; (2) conducting stakeholder interviews to target the specialized knowledge of individuals working with populations or areas at risk from natural hazards; and (3) conducting one public workshops to identify common concerns and ideas regarding hazard mitigation and to discuss specific goals and actions of the mitigation plan.

Integrating public participation during the development of the City of Arcadia Local Hazards Mitigation Plan has ultimately resulted in increased public awareness. Through citizen involvement, the mitigation plan reflects community issues, concerns, and new ideas and perspectives on mitigation opportunities and plan action items.

**Local Hazard Mitigation Plan Committee**

The first step in reviewing and updating the Local Hazard Mitigation Plan was to develop a committee comprised of at least one member of each department within the City. Table B.1 lists the committee members and their department at the beginning of the review. Table B.2 lists the current committee members and their department.

Initial Local Hazard Mitigation Planning Committee

Table B.1

Name	Title	Department
Barry Spriggs	Battalion Chief - Project Manager	Fire
Todd Morehead	Fire Captain	Fire
Paul Foley	Police Captain	Police
Jackie Mercado	Management Analyst	Public Works
Ryan Wright	Assistant Recreation Director	Recreation and Community Services
Roger Hiles	Library Services Manager	Library and Museum Services
Vanina Rynkiewicz	Purchasing Officer	Administrative Services
Jim Kasama	Planning and Community Development Director	Development Services
Laena Shakarian	Management Analyst	City Manager's Office

Current Local Hazard Mitigation Planning Committee

Table B.2

Name	Title	Department
Barry Spriggs	Fire Chief - Project Manager	Fire
Tom Devlin	Battalion Chief	Fire
Charlie Tuggle	Fire Captain	Fire
Tom Cullen	Lieutenant	Police
Carmen Masud	Senior Management Analyst	Public Works

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Candice Cheung	Assistant Recreation Director	Recreation and Community Services
Roger Hiles	Library Services Manager	Library and Museum Services
Vanina Rynkiewicz	Purchasing Officer	Administrative Services
Lisa Flores	Planning and Community Development Director	Development Services
Jennifer Brutus	Senior Management Analyst	City Manager's Office

**Meetings**

Members of the Committee had several meetings amongst themselves, with employees with special areas of expertise, and with outside representatives. Though not every meeting was logged the following list gives a brief synopsis of the meetings and their content.

January 18, 2017 to February 25, 2017

There were many meetings amongst only two individuals that did not get logged. The meetings were often between the project leader and another committee member to ensure the timely completion of a specific task. They also entailed preparation for upcoming stakeholder, committee, and community meetings.

January 11, 2017

The City of Arcadia Local Hazard Mitigation Plan Committee assembled and provided an overview to the committee about the current Natural Hazard Mitigation Plan and the review process that was about to be undertaken.

The project Manager introduced the planning committee. Each committee member described the department they represented. The goals from the current NHMP were reviewed and assessed as to their completion. Various tasks were assigned to each member of the committee. The committee agreed on the need to add drought, hazardous materials, and terrorism to the new LHMP.

February 8, 2017

The Committee met and the project manager discussed the following:

- Committee Members completed Worksheet #1 Identifying the hazards and Worksheet #2 Asset Identification Checklist.
- Committee members reviewed the base map from the previous plan and added an additional 12 critical facilities to the base map including the Gold Line Light Rail.
- Methods to gain community input were discussed including a community meeting, stakeholder meeting and advertising the process through the City Hot Sheet and Quarterly Newsletter.

## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 5 PLANNING PROCESS

March 17, 2017

The Committee met and the project manager discussed the following:

- LHMP hazards were discussed in the February meeting. The committee decided to group the hazards into two large categories, natural and human caused. The natural hazards addressed by the plan are: Wildfire, Earthquake, Flood, Windstorm, Debris Flow/Landslide, Drought.
- The human caused hazards will be Hazardous Materials, Transportation and Terrorism
- Dates were set for the public meeting and the stakeholder meeting. The public meeting will be April 10, 2017 and the Stakeholder Meeting will be April 12, 2017.
- Mitigation items for the hazards were also discussed at this meeting.

October 2018

Project manager met with Arcadia Public Works Services Division and updated base maps and hazard maps for the community.

February 12, 2019

The LHMP Committee met and were asked to provide feedback to develop mitigation goals for the new plan. Feedback from the committee was obtained the following week and the mitigation goals for the plan were finalized.

### **Community Meeting**

Community members were invited to a meeting to review the current and new hazards the City is including in the mitigation plans. This was an opportunity for the community to learn what the City is doing and also for members of the community to provide their input on the hazards that they felt necessary to plan for. The committee also provided a questionnaire to the attendees in order to gain further input.

The meeting was announced to the public following the Cities regular announcement procedures. The meeting information was published in the newspaper and on the City website

Meeting was conducted on:

April 10, 2017 at 1900hrs in the Council Chambers Conference Room

### **Stakeholders Meeting**

Stakeholders were invited to a meeting on April 12, 2017 at Fire Station 106 to review the current and new hazards the City is including in the mitigation plans. This was an opportunity for the organizations to learn what the City is doing and also to provide their input on the hazards that they felt necessary to plan for. The committee also provided a questionnaire to the stakeholders in order to gain further input.

**LOCAL HAZARD MITIGATION PLAN 2022  
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The following stakeholders were all contacted about the meeting via phone and or email.

Mitigation Plan Stakeholders

Table B.3

Arcadia Methodist Hospital
American Red Cross
Sierra Madre Fire Department
Monrovia Fire Department and Rescue
Arcadia Unified School District
Chamber of Commerce
Santa Anita Racetrack
Westfield Shopping Towne
SoCal Edison
SoCal Gas Company
CalTrans
Office of Civil Defense Disaster Management
Metro Goldline

**Review of the 2012 Local Hazard Mitigation Plan**

An important part of the planning process is to evaluate the plan that was approved by the City Council and FEMA in 2012. During its meetings the Local Hazard Mitigation Plan Committee reviewed the sections of the plan. Both the multi hazard goals and the specific hazard goals were reviewed to see if they had been achieved during the five-year period or if the goals were still a work in progress.

The hazards that were addressed in the 2012 plan were also looked at. The eight hazards: Earthquake, Landslide/Debris Flow, Flood, Wildfire, Windstorm, Drought, Terrorism, Hazardous Materials were considered to still be hazards to the community.

**Action Items from the 2012 Natural Hazard Mitigation Plan**

The following action items were placed into three categories based on the 2012 Local Hazard Mitigation Plan Committee’s recommendations. The LHMP Committee considered ease, cost, and importance of completion. The following three categories rank the achievability of each action item; category one action items being the action items to be completed first, and respectively category three being the last.

**Category One**

**Flood A**

Enhance the City of Arcadia’s dam failure preparedness.

Ideas for Implementation:

- Incorporate dam inundation maps into the EOP. - **Completed**

Coordinating Organization: Fire Department

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<u>Funding Source:</u>	Fire Department
<u>Timeline:</u>	Within the next six months
<u>Constraints:</u>	Limited staff time

**Wildfire A**

Enhance emergency services to increase the efficiency of wildfire response.

Ideas for Implementation:

- Continue to update the City of Arcadia Brush Plan. **Updated Summer 2021**
- Develop, approve, and promote fire protection agreements and partnerships. **Updated June 2021**

<u>Coordinating Organization:</u>	Fire Department
<u>Funding Source:</u>	Fire Department
<u>Timeline:</u>	Ongoing
<u>Constraints:</u>	none

**Wildfire B**

Continue to educate the public on wildfire safety.

Ideas for Implementation

- Continue to utilize the Arcadia Fire Department Brush Clearance Inspection Program. - **Completed**
- Continue to utilize the Arcadia Fire Prevention Bureau public service announcements. – **Completed and Ongoing**

<u>Coordinating Organization:</u>	Fire Department
<u>Funding Source:</u>	Fire Department
<u>Timeline:</u>	Ongoing
<u>Constraints:</u>	Funding

Multi Hazard A & B

**Multi Hazard A**

Continue to develop and implement programs that encourage Arcadia residents and business owners to prepare for an emergency or disaster situation.

**Multi Hazard B**

Create and maintain communication vehicles through which the City can communicate with the public on both an outgoing and incoming basis.

Implementation Ideas:

- As necessary, update the City’s ACTION Emergency Preparedness Handbook.

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- Work with City departments to develop and distribute informational pamphlets concerning specific areas of emergency and disaster preparedness. - **Ongoing**
- Work with City departments and the School District to provide age-appropriate emergency preparedness information to students. - **Ongoing**
- Promote emergency/disaster preparedness to the local business community by reaching out to local merchants and to the Chamber of Commerce. – **Conducted safety presentations**
- As appropriate, work with the Fire and Police Departments to update the preparedness information contained on the City website. In the event of a significant local disaster use the website to inform the public on a timely basis of the status of the emergency, evacuation plans and any other information that is pertinent to their well-being. On an ongoing basis advise the public that the website will be used to relay important information in the event of an emergency.
- Look into the possibility of purchasing a “Reverse 911 System” that would be used to relay information to residents and businesses by way of telephone in the event of a significant disaster. – **Entered into contract in 2016**
- Be prepared to implement in a timely fashion, a telephone hotline that residents can call for information and a distribution system that can be used in coordination with other methods to relay critical information. – **Changed from hotline to links to information on city website.**
- Keep City employees informed about the need to be prepared for an emergency both at home and at work and advise employees annually of the City’s disaster recall policy. – **Completed and ongoing**

Coordinating Organization: City Manager’s Office  
Funding: General Fund/City Operating Budget/City Manager’s Office, Fire Department, Police Department, Public Works Services Department  
Timeline: Ongoing  
Constraints: Staff time

**Multi Hazard C**

Develop an evacuation plan for future disastrous events.

Ideas for implementation:

- Establish procedures for notifying residents in the event that a mandatory evacuation is necessary. - **Completed**
- Determine primary and alternate routes for the safe evacuation of residents. Integrate the evacuation routes data into the City of Arcadia’s Emergency Operations Plan. – **Completed and Evacuation annex was evaluated after being put into use during 2020 Bobcat Fire.**
- Develop a plan to coordinate the restriction of inbound traffic into the hazard area. - **Completed**

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Coordinating Organization: City of Arcadia Development Services, Fire and Police Departments  
Funding Source: General Fund  
Timeline: Within the next one year  
Constraints: Limited staff time, cost

**Category Two**

**Landslide A**

Improve the capabilities of managing debris from Landslide events by developing a debris management strategy for the City of Arcadia.

Ideas for implementation:

- Determine the necessary equipment and personnel needed to develop a coordinated response to managing debris. – **Completed debris management plan annex in City Emergency Operations Plan**
- Identify local debris removal sites and routes to expedite the process of debris removal. - **Ongoing**

Coordinating Organization: City of Arcadia Public Works Services  
Funding Source: Public Works  
Timeline: Within the next three years  
Constraints: Limited staff time, lack of equipment needed to manage debris, cost associated with purchasing equipment.

**Windstorm A**

Identify and implement projects to reduce the damage caused by trees during a windstorm.

Ideas for Implementation:

- Continue regular tree trimming procedures:
  - Continue four-year tree trimming grid for optimum effectiveness to maintain healthy trees.
  - Ensure trees in the public right-of-way are trimmed to maintain a clearance from all electric power lines as specified in the California Code of Regulations and the California Public Utilities Commission
  - Continue to remove trees that are dead, diseased, or dying.
  - Continue the Crown Restoration Program to preserve the health of large aging trees
  - Ensure proper tree trimming techniques as approved by the Professional Arborist Association
  - Provide public education materials to residents to make them aware of the need to regularly maintain and trim their own trees

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- Update Urban Forest Master Plan to include type of trees to plant, when to plan, where easement trees will be placed, and how and when they will be maintained.
- **Completed and updated regularly**
- Create and include a coordination plan with Southern California Edison to determine power line maintenance program and emergency procedures for fallen power lines. - **Completed and updated regularly**
- Create an emergency contact list for mutual aid or other responsible agencies to be added to the EOP. – **Completed and updated regularly**

Coordinating Organization: Public Works Services Department  
Funding Source: General Fund and Gas Tax  
Timeline: Ongoing  
Constraints: Limited staff time and capital resources to fund Tree Trimming Contractors

**Status – Ongoing**

**Hazardous Materials A**

Enhance the City’s preparedness for a hazardous materials event.

Ideas for Implementation:

- Update the City’s Haz-Mat policy and incorporate it into the EOP. - **Completed and ongoing**
- Update known hazardous material storage locations. - **Completed and ongoing**

Coordinating Organization: Fire Department  
Funding Source: Fire Department  
Timeline: Annually  
Constraints: Staff time for updating policies

**Terrorism A**

Create a Standing Operating Guideline for City personnel responding to a terrorist incident.

Implementation Ideas:

- Meet with representation from the appropriate City departments to develop a SOG that will outline the guidelines for the safest and most efficient way to respond and operate during a terrorist incident. – **Completed and Ongoing. Terrorism annex added to Emergency Operations Plan.**

Coordinating Organization: Police Department  
Funding Source: General Fund, Police, Fire, and Public Works budgets  
Timeline: One year  
Constraints: Limited staff time

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**Category Three**

**Multi Hazard D**

Integrate new earthquake, wildfire, Landslide, and flood hazard mapping data for the City of Arcadia and improve technical analysis of earthquake hazards.

Ideas for Implementation:

- Develop the City of Arcadia earthquake HAZUS data using more localized data including the building inventory to improve accuracy of the vulnerability assessment for the City Arcadia. – **Not completed**
- Conduct risk analysis incorporating HAZUS data and hazard maps using GIS technology to identify risk sites and further assist in prioritizing mitigation activities and assessing the adequacy of current land use requirements. – **Not completed**

Coordinating Organization: Development Services  
Funding: Unfunded; possibly EOC  
Timeline: Within the next three years  
Constraints: Funding for a HAZUS computer; staff time

**Drought –**

Identify and implement projects to reduce the impact of drought.

Ideas for Implementation:

- Conserve water resources by:
  - Improving leak detection capability of the Public Works Services Staff
  - Continuing to provide water audits for indoor/outdoor uses
  - Updating the City’s Urban Water Management Plan to ensure water supply in the future
  - Funding Capital Improvement Projects to improve the reliability and sustainability of the City’s water distribution system
  - Develop and implement a Tiered Water Rate Pricing Structure
  - **Completed - City Public Works developed Drought Master Plan**

Coordinating Organization: Public Works Services Department  
Funding Source: Water Fund (revenue generated from billing for water service)  
Timeline: Short Term (within the next five years)  
Constraints: Limited staff time, resistance from public and lack of public participation.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 6 RISK ASSESSMENT

#### **What is a Risk Assessment?**

Conducting a risk assessment can provide information on the location of hazards, the value of existing land and property in hazard locations, and an analysis of the risk to life, property, and the environment that may result from hazardous events. The following steps were taken into consideration during the risk assessment.

#### Hazard Identification

This is the description of the geographic extent, potential intensity, and the probability of occurrence of a given hazard. In the plan approved in 2012, the hazards that were identified were earthquake, landslide, windstorm, wildfire, flooding, drought, terrorism, and hazardous materials.

Part of the planning process was to survey residents and stakeholders to see what they felt to be hazards that could affect the City of Arcadia. In addition to the above eight hazards, the surveys indicated that one additional hazard could adversely affect the City of Arcadia. The one additional hazard is transportation. The main reason to add transportation is that since the adoption of the previous plan, a countywide light rail mass transportation system has been extended to and through Arcadia.

There are many possible hazards listed by FEMA in Guide 386-2, Understanding Your Risks. This Local Hazard Mitigation Plan will only address those hazards listed above. All of the hazards were considered but many were ruled out based on the survey completed by stakeholders and looking back through historical data for this community.

#### Profiling Hazard Events

This process describes the causes and characteristics of each hazard, how it has affected the City of Arcadia in the past, and what part of the City's population, infrastructure, and environment has historically been vulnerable to each specific hazard. The hazards impacting the City of Arcadia can be divided into two broad categories. The categories are natural caused hazards and human caused hazards. A profile of each hazard is provided in each hazard specific section. For a full description of the history of hazard specific events, please see the appropriate hazard chapter.

#### Vulnerability Assessment/Inventorying Assets

This is a combination of hazard identification with an inventory of the existing (or planned) property development(s) and population(s) exposed to a hazard. Critical facilities are of particular concern because these entities provide essential products and services to the general public that are necessary to preserve the welfare and quality of life in the City and fulfill important public safety, emergency response, and/or disaster recovery functions. The critical facilities have been identified, mapped, and are illustrated in the City base map. In addition, this plan includes a community issues summary in each hazard section to identify the most vulnerable and problematic areas in the City, including critical facilities, and other public and private property.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 6 RISK ASSESSMENT

#### Risk Analysis

Estimating potential losses involves assessing the damage, injuries, and financial costs likely to be sustained in a geographic area over a given period of time. Risk Analysis discusses the possible effect of hazards on parts of the City including but not limited to: bridges, critical infrastructure, dams, businesses, and residential areas.

#### Assessing Vulnerability/ Analyzing Development Trends

This step provides a general description of land uses and development trends within the community so that mitigation options can be considered in land use planning and future land use decisions. This plan provides comprehensive description of the character of the City of Arcadia in the Community Profile. This description includes the geography and environment, population and demographics, land use and development, housing and community development, employment and industry, and transportation and commuting patterns. Analyzing these components of City of Arcadia can help in identifying potential problem areas and can serve as a guide for incorporating the goals and ideas contained in this mitigation plan into other community development plans.

Maps can be found at the back of each hazard specific section for which they are appropriate.

*\*Infrastructure and critical facilities maps have been withheld due to security concerns post 9-11.*

**Note: The information on the maps in this plan was derived from City of Arcadia's GIS. Care was taken in the creation of these maps, but is provided "as is" City of Arcadia cannot accept any responsibility for any errors, omissions or positional accuracy, and therefore, there are no warranties that accompany these products (the maps). Although information from land surveys may have been used in the creation of these products, in no way does this product represent or constitute a land survey. Users are cautioned to field verify information on this product before making any decisions.**

Hazard assessments are subject to the availability of hazard-specific data. Gathering data for a hazard assessment requires a commitment of resources on the part of participating organizations and agencies. Each hazard-specific section of the plan includes a section on hazard identification using data and information from City, County or State agency sources.

Regardless of the data available for hazard assessments, there are numerous strategies the City can take to reduce risk. These strategies are described in the action items detailed in the Mitigation Strategy section of this Plan. Mitigation strategies can further reduce disruption to critical services, reduce the risk to human life, and alleviate damage to personal and public property and infrastructure. Action items throughout the hazard sections provide recommendations to collect further data to map hazard locations and conduct hazard assessments.

**LOCAL HAZARD MITIGATION PLAN 2022  
SECTION 6 RISK ASSESSMENT**

Federal Requirements for Risk Assessment

Recent federal regulations for hazard mitigation plans outlined in 44 CFR Part 201 include a requirement for risk assessment. This risk assessment requirement is intended to provide information that will help communities to identify and prioritize mitigation activities that will reduce losses from the identified hazards. There are nine hazards profiled in the mitigation plan, including earthquakes, earth movements, flooding, wildfires, windstorms, drought, terrorism, transportation and hazardous materials. The Federal criteria for risk assessment and information on how the City of Arcadia’s Local Hazard Mitigation Plan meets those criteria is outlined in Table 3-2 below.

**Table 3-2. Federal Criteria for Risk Assessment**

<b>Section 322 Plan Requirement</b>	<b>How is this addressed?</b>
Identifying Hazards	Each hazard section includes an inventory of the best available data sources that identify hazard areas. To the extent GIS data are available, the City developed maps identifying the location of the hazard in the City. The Executive Summary and the Risk Assessment sections of the plan include a list of the hazard maps.
Profiling Hazard Events	Each hazard section includes documentation of the history, and causes and characteristics of the hazard in the City.
Assessing Vulnerability: Identifying Assets	Where data is available, the vulnerability assessment for each hazard addressed in the mitigation plan includes an inventory of all publicly owned land within hazardous areas. Each hazard section provides information on vulnerable areas in the City in the Community Issues section.
Assessing Vulnerability: Estimating Potential Losses:	The Risk Assessment Section of this mitigation plan identifies key critical facilities and lifelines in the City and includes a map of these facilities. Vulnerability assessments have been completed for the hazards addressed in the plan, and quantitative estimates were made for each hazard where data was available.
Assessing Vulnerability: Analyzing Development Trends	The City of Arcadia Profile Section of this plan provides a description of the development trends in the City, including the geography and environment, population and demographics, land use and development, housing and community development, employment and industry, and transportation and commuting patterns.

Critical Facilities and Infrastructure

Facilities critical to government response and recovery activities (i.e., life safety and property and environmental protection) include: 911 centers, emergency operations centers, police and fire stations, public works facilities, communications centers, sewer

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 6 RISK ASSESSMENT**

and water facilities, hospitals, light rail lines, bridges and roads, shelters, and facilities that, if damaged, could cause serious secondary impacts may also be considered "critical." A hazardous material facility is one example of this type of critical facility.

Critical and essential facilities are those facilities that are vital to the continued delivery of key government services or that may significantly impact the public's ability to recover from the emergency. These facilities may include: buildings such as the jail, law enforcement center, public services building, community corrections center, the courthouse, and juvenile services building and other public facilities such as schools. The attached charts/maps illustrate the critical facilities, essential facilities, public infrastructure, and emergency transportation routes within the City of Arcadia.

**Summary**

Hazard mitigation strategies can reduce the impacts concentrated at large employment and industrial centers, public infrastructure, and critical facilities. Hazard mitigation for industries and employers may include developing relationships with emergency management services and their employees before disaster strikes, and establishing mitigation strategies together. Collaboration among the public and private sector to create mitigation plans and actions can reduce the impacts of disasters.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7 NATURAL HAZARDS**

When developing the Local Hazard Mitigation Plan for the City of Arcadia, the committee decided to place the hazards into two broad categories. The categories are Natural Hazards and Human Caused Hazards. Section 7 of the plan covers Natural Hazards. The hazards are:

- Section 7.1 Earthquake
- Section 7.2 Flood
- Section 7.3 Slope Failure - Debris/Mud Flow
- Section 7.4 Windstorm
- Section 7.5 Wildfire
- Section 7.6 Drought.

All data tables and maps included in this section were updated during the revision of this plan.

# LOCAL HAZARD MITIGATION PLAN 2022

## SECTION 7.1 EARTHQUAKE

### **Definition of an Earthquake**

A shaking or trembling of the earth that is volcanic or tectonic in origin.<sup>1</sup>

### **Earthquake Related Hazards**

Ground shaking, slope failures, liquefaction, and amplification are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, earthquake magnitude, and the type of earthquake.

#### Ground Shaking

Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, and the distance from the epicenter. Buildings on poorly consolidated and thick soils will typically see more damage than buildings on consolidated soils and bedrock.

#### Earthquake Induced Slope failures

Earthquake induced slope failures are secondary earthquake hazards that occur from ground shaking. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes. Map 7-3 identifies the areas vulnerable to slope failures within the city of Arcadia.

#### Liquefaction

Liquefaction occurs when ground shaking causes wet granular soils to change from a solid state to a liquid state. This results in the loss of soil strength and the soil's ability to support weight. Buildings and their occupants are at risk when the ground can no longer support these buildings and structures. Many communities in Southern California are built on ancient river bottoms and have sandy soil. In some cases, this ground may be subject to liquefaction, depending on the depth of the water table. Map 7-3 also identifies areas vulnerable to liquefaction within the city of Arcadia.

#### Amplification

Soils and soft sedimentary rocks near the earth's surface can modify ground shaking caused by earthquakes. One of these modifications is amplification. Amplification increases the magnitude of the seismic waves generated by the earthquake. The amount of amplification is influenced by the thickness of geologic materials and their physical properties. Buildings and structures built on soft and unconsolidated soils can face greater risk. Amplification can also occur in areas with deep sediment filled basins and on ridge tops.

### **History of Earthquakes in Southern California**

The most recent significant earthquake event affecting Southern California was the 2019 Ridgecrest Earthquake. The Ridgecrest earthquake sequence included a magnitude-6.4 foreshock on July 4, followed by a magnitude-7.1 mainshock nearly 34 hours later. The earthquakes resulted in one death, 25 people injured and approximately 5.3 billion dollars in damages.<sup>ii</sup>

## **LOCAL HAZARD MITIGATION PLAN 2022**

### **SECTION 7.1 EARTHQUAKE**

The most impactful to the L.A. Basin was the 6.7 magnitude Northridge Earthquake that occurred on January 24, 1994. 57 people were killed, and more than 1,500 people seriously injured. For days afterward, thousands of homes and businesses were without electricity, tens of thousands had no gas, and nearly 50,000 had little or no water. Approximately 15,000 structures were moderately to severely damaged, which left thousands of people temporarily homeless. About 66,500 buildings were inspected. Nearly 4,000 were severely damaged and over 11,000 were moderately damaged. Several collapsed bridges and overpasses created commuter havoc on the freeway system. Ground shaking caused extensive damage, but earthquake triggered liquefaction and dozens of fires also caused additional severe damage. This extremely strong ground motion in large portions of Los Angeles County resulted in record economic losses.

The earthquake occurred early in the morning on a holiday. This circumstance considerably reduced the potential effects. Many collapsed buildings were unoccupied, and most businesses were not yet open. The direct and indirect economic losses ran into the tens of billions of dollars.

Historical and geological records show that California has a long history of seismic events. Southern California is probably best known for the San Andreas Fault, a 400-mile-long fault running from the Mexican border to a point offshore, west of San Francisco. “Geologic studies show that over the past 1,400 to 1,500 years large earthquakes have occurred at about 130-year intervals on the southern San Andreas Fault. As the last large earthquake on the southern San Andreas occurred in 1857, that section of the fault is considered a likely location for an earthquake within the next few decades.”<sup>iii</sup>

San Andreas is only one of dozens of known earthquake faults that crisscross Southern California. Some of the better-known faults include the Newport-Inglewood, Whittier, Chatsworth, Elsinore, Hollywood, Los Alamitos, and Palos Verdes faults. Beyond the known faults, there are a potentially large number of “blind” faults that underlie the surface of Southern California. One such blind fault was involved in the Whittier Narrows earthquake in October 1987.

Although the most famous of the faults, the San Andreas, is capable of producing an earthquake with a magnitude of 8+ on the Richter scale, some of the “lesser” faults have the potential to inflict greater damage on the urban core of the Los Angeles Basin. Seismologists believe that a 6.0 earthquake on the Newport-Inglewood would result in far more death and destruction than a “great” quake on the San Andreas, because the San Andreas is relatively remote from the urban centers of Southern California. Refer to the following table 7.1-1 of Earthquake Events in the Southern California Region.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.1 EARTHQUAKE**

Table: 7.1-1 Southern California Earthquakes with a Magnitude 5.0 or Greater since 1960

1971	San Fernando	1992	Landers	2001	Anza
1973	Point Mugu	1992	Big Bear	2003	Big Bear
1986	North Palm Springs	1994	Northridge	2004	Parkfield
1987	Whittier Narrows	1999	Hector Mine	2008	Chino Hills
2010	Baja California	2014	La Habra	2019	Ridgecrest

**History of Earthquakes in the City of Arcadia**

The most recent large-scale destruction to strike Arcadia was during the 1994 earthquake. Although the City’s businesses, residences, and infrastructure suffered only light damage it is estimated that the event directly or indirectly affected about 3% of the City's 53,000 residents. The City sought and received a County, State, and Presidential Disaster Declaration to obtain assistance for its recovery effort. Even though the earthquake was not a strong event, it showed that a large disaster would affect the City’s ability to respond and repair large-scale damage without the assistance of the county, state, and federal government.

Even though a lesser known fault line, the Raymond Fault, is only predicted to have a major rupture about once every 4500 years it still crosses right through the City of Arcadia, and there are even a couple of schools sitting directly on the Fault itself. The last major rupture of the Raymond Fault occurred sometime in the last 2000 years. However, the most recent notable seismic activity of the Fault occurred in the southern area of Pasadena with a magnitude of 5.0. Even though there were only a few minor injuries and slight damage reported, the Raymond Fault still has the potential to cause severe damage to the City of Arcadia and its residents.

A more well know fault that crosses through the north end of Arcadia is the Sierra Madre Fault Line. Though its last major rupture occurred in the Holocene era and it is predicted to have major seismic activity about once every several thousand years it could still cause great damage to the City of Arcadia and its neighboring communities.

Although the Clamshell-Sawpit Canyon Fault does not cross directly through Arcadia it should still be considered a great threat to the community. On June 28, 1991 seismic activity of about a 5.8 magnitude occurred on the Clamshell-Sawpit Canyon Fault, an offshoot of the Sierra Madre fault zone in the San Gabriel Mountains.<sup>iv</sup>Because of its depth and moderate size, it caused no surface rupture, but it did trigger rockslides that blocked some of the local mountain roads. Roughly \$40 million in property damage occurred in the San Gabriel Valley; unreinforced masonry buildings were hardest hit, and many brick chimneys collapsed. Two deaths resulted from this earthquake -- one person was killed in Arcadia, and one person in Glendale died from a heart attack. In all, at least 100 others were injured, though the injuries were mostly minor.<sup>v</sup>

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**Earthquake Hazard Assessment**

The San Gabriel Valley is littered with both surface and blind fault lines. Though the Raymond and Sierra Madre Fault Lines cross directly through the City of Arcadia there are many other faults that pose a great risk to the community including but not limited to the Clamshell-Sawpit, San Gabriel, and San Andreas Faults.

Many organizations, in partnership with other state and federal agencies, have undertaken a rigorous program in California to identify seismic hazards and risks including active fault identification, bedrock shaking, tsunami inundation zones, ground motion amplification, liquefaction, and earthquake induced slope failures. Seismic hazard maps have been published and are available for many communities in California through the State Division of Mines and Geology. Map 7-1 illustrate the known earthquake faults in the San Gabriel Valley, and Arcadia.

The City of Arcadia is at risk from many fault lines throughout California. The following Table 7.1-2 shows the distance between the fault line and the City of Arcadia.

Table 7.1-2 Distances and Estimated Earthquake Strengths for Regional Faults

<b>Fault Name</b>	<b>Approximate Distance from Arcadia</b>	<b>Maximum Credible Earthquake (MCE)</b>
Sierra Madre	0 miles	6.7 MCE
Raymond	0 miles	6.5 MCE
Clamshell-Sawpit	1 mile	6.5 MCE
San Gabriel	4 miles	7.0 MCE
Verdugo	8 miles	6.7 MCE
Whittier-North Elsinore	10 miles	7.0 MCE
Elysian Park	11 miles	6.7 MCE
Santa Monica-Hollywood	13 miles	6.6 MCE
San Jose	14 miles	6.5 MCE
Chino	18 miles	6.7 MCE
San Andreas (Mojave section)	21 miles	7.1 MCE
Cucamonga	22 miles	7.0 MCE
Newport-Inglewood	23 miles	6.9 MCE
Oak Ridge	24 miles	6.9 MCE
Newport-Inglewood (offshore)	26 miles	6.9 MCE

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**Probability**

The U.S.G.S. in March 2015 published Version 3 of the Uniform California Earthquake Rupture Forecast (UCERF).<sup>vi</sup> This document lists the probability and magnitude of an earthquake occurring in many regions of California including the Los Angeles Region. Below is the table for the Los Angeles Region:

<b>Magnitude Greater or Equal Than To</b>	<b>Average Repeat Time</b>	<b>30 Year Likelihood or one or more events</b>
5	1.4	100%
6	10	96%
6.7	40	60%
7	61	46%
7.5	109	31%
8	532	7%

**Risk Analysis**

Risk analysis involves estimating the damage and costs likely to be experienced in a geographic area over a period of time. Factors included in assessing earthquake risk include population and property distribution in the hazard area, the frequency of earthquake events, slope failure susceptibility, buildings, infrastructure, and disaster preparedness of the region. This type of analysis can generate estimates of the damages to the region due to an earthquake event in a specific location.

Damages from a large earthquake almost anywhere in Southern California are likely to run into the billions of dollars. Although building codes are some of the most stringent in the world, tens of thousands of older existing buildings were built under less rigid codes. California has laws affecting unreinforced masonry buildings (URM's) and although many building owners have retrofitted their buildings, hundreds of pre-1933 buildings still have not been brought up to current standards. All existing uncensored masonry buildings in the City of Arcadia have been seismically retrofitted to comply with the "1990 Revised Model Ordinance for the Seismic Retrofit of Hazardous unreinforced Masonry Buildings" as developed by the State of California Seismic Safety Commission.

Economic Impact

The City of Arcadia has a total assessed valuation of \$15,676,471,562. This can be further broken into:

Residential properties valued at	\$12,959,501,963
Commercial properties valued at	\$ 1,524,210,934
Other properties valued at	\$ 1,192,758,665

**Arcadia's Current Mitigation of Earthquake Hazards**

Earthquake damage occurs because humans have built structures that cannot withstand severe shaking. Buildings, airports, schools, and lifelines (highways and utility lines)

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suffer damage in earthquakes and can cause death or injury to humans. The welfare of homes, major businesses, and public infrastructure is very important. Addressing the reliability of buildings, critical facilities, and infrastructure, and understanding the potential costs to government, businesses, and individuals as a result of an earthquake, are challenges faced by the city.

#### Dams

There is a total of 103 dams in Los Angeles County, owned by 23 agencies or organizations, ranging from the Federal government to Homeowner Associations.<sup>vii</sup> These dams hold billions of gallons of water in reservoirs.

There are portions of the City that are located within the flood hazard areas (or inundation areas) of three (3) dams, including the Eaton Wash Dam in East Pasadena, the Santa Anita Dam, which is located in the Angeles National Forest above Arcadia, and the Sawpit Dam, which is located in Monrovia. A portion of the Sierra Madre Dam hazard area is also located within the City boundary but the dam was recently modified and no longer poses a potential threat to the City. For further information on dams and flood waters please see Section 7.2 Flooding Hazards.

#### Infrastructure and Communication

Residents in the City of Arcadia commute frequently by automobiles and public transportation such as buses and light rail. An earthquake can greatly damage bridges and roads, hampering emergency response efforts and the normal movement of people and goods. Damaged infrastructure strongly affects the economy of the community because it disconnects people from work, school, food, and leisure, and separates businesses from their customers and suppliers.

#### Bridge Damage

Even modern bridges can sustain damage during earthquakes, leaving them unsafe for use. Some bridges have failed completely due to strong ground motion. Bridges are a vital transportation link - with even minor damages making some areas inaccessible. Because bridges vary in size, materials, location and design, any given earthquake will affect them differently. Bridges built before the mid-1970' s have a significantly higher risk of suffering structural damage during a moderate to large earthquake compared with those built after 1980 when design improvements were made.

The FHWA requires that bridges on the National Bridge Inventory be inspected every 2 years. CalTrans checks when the bridges are inspected because they administer the Federal funds for bridge projects. Even though the bridges in the City of Arcadia are state, county, or privately owned (including railroad bridges) all of the inspected bridges earned a Satisfactory rating or better. Prior to the opening of the Goldline Light Rail Extension through Arcadia in 2016, all four of the bridges for the Light Rail's right of way were rebuilt to current building code standards.

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#### Damage to Lifelines

Lifelines are the connections between communities and outside services. They include water and gas lines, transportation systems, electricity, and communication networks. Ground shaking and amplification can cause pipes to break open, power lines to fall, roads and railways to crack or move, and radio and telephone communication to cease. Disruption to transportation makes it especially difficult to bring in supplies or services. Lifelines need to be usable after an earthquake to allow for rescue, recovery, and rebuilding efforts and to relay important information to the public.

#### Disruption of Critical Services

Critical facilities include police stations, fire stations, hospitals, shelters, and other facilities that provide important services to the community. These facilities and their services need to be functional after an earthquake event. Many critical facilities are housed in older buildings that are not up to current seismic codes. However, all critical public buildings in Arcadia have been built to code and are considered seismically sound.

#### Individual Preparedness

Because the potential for earthquake occurrences and earthquake related property damage is relatively high in the City of Arcadia, increasing individual preparedness is a significant need. Strapping down heavy furniture, water heaters, and expensive personal property, as well as being earthquake insured, and anchoring buildings to foundations are just a few steps individuals can take to prepare for an earthquake. The residents and business owners of Arcadia can visit any fire station to obtain literature on earthquake preparedness and survival.

#### Fire

Downed power lines or broken gas mains can trigger fires. Major incidents will demand a larger share of resources, and initially smaller fires and problems will receive little or insufficient resources in the initial hours after a major earthquake event. Loss of electricity may cause a loss of water pressure in some communities, further hampering firefighting ability. In the event of an earthquake the Arcadia Fire Department has an Earthquake Policy. The policy states: when and where off-duty personnel should report, initial tasks of on duty personnel, and provides initial assignments for determining the amount of damage the City and its occupants suffered. The City of Arcadia also has a Disaster Recall Policy encompassing all departments which details when and where City Employees are to report and the responsibilities of each person.

#### Debris

After damage to a variety of structures, much time is spent cleaning up brick, glass, wood, steel or concrete building elements, office and home contents, and other materials. The City of Arcadia has a debris management annex in its Emergency Operations Plan. City staff is also working with Los Angeles County Public Works on a Debris Management Plan for the entire county of Los Angeles.

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#### Buildings

The built environment is susceptible to damage from earthquakes. Buildings that collapse can trap and bury people. Lives are at risk and the cost to clean up the damages is great. In most California communities, including the city of Arcadia, many buildings were built before 1993 when building codes were not as strict. In addition, retrofitting is not required except under certain conditions and can be expensive. Therefore, the number of buildings at risk remains high. The California Seismic Safety Commission makes annual reports on the progress of the retrofitting of unreinforced masonry buildings. All unreinforced masonry buildings both publicly and privately owned in Arcadia have been retrofitted to meet current standards.

#### City of Arcadia Codes

Implementation of earthquake mitigation policy most often takes place at the local government level. The City of Arcadia Development Services Department enforces building codes pertaining to earthquake hazards. The City of Arcadia has adopted the 2019 California Building Code. Therefore, all earthquake hazard mitigation measures specified in the Code are enforced by the City of Arcadia for new and remodeled buildings and structures. This ensures that all buildings be built and remodeled at the most current seismic standards.

Generally, these codes seek to discourage development in areas that could be prone to flooding, slope failure, wildfire and / or seismic hazards; and where development is permitted, that the applicable construction standards are met. Developers in hazard-prone areas may be required to retain a qualified professional engineer to evaluate level of risk on the site and recommend appropriate mitigation measures.

The City of Arcadia also requires that site-specific seismic hazard investigations be performed for new essential facilities, major structures, hazardous facilities, and special occupancy structures such as schools, hospitals, and emergency response facilities.

#### Businesses/Private Sector

Seismic activity can create economic loss that presents a burden to large and small shop owners who may have difficulty recovering from their losses. When a company is forced to stop production for just a day, the economic loss can be tremendous. In fact, of all businesses which close following a disaster, more than forty-three percent never reopen, and an additional twenty-nine percent close for good within the next two years.<sup>viii</sup> The Institute of Business and Home Safety has developed “Open for Business”, which is a disaster planning toolkit to help guide businesses in preparing for and dealing with the adverse effects of natural hazards. The kit integrates protection from natural disasters into the company's risk reduction measures to safeguard employees, customers, and the investment itself. The guide helps businesses secure human and physical resources during disasters and helps to develop strategies to maintain business continuity before, during, and after a disaster occurs.

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#### Hospitals

“The Alfred E. Alquist Hospital Seismic Safety Act (“Hospital Act”) was enacted in 1973 in response to the moderate Magnitude 6.6 Sylmar Earthquake in 1971 when four major hospital campuses were severely damaged and evacuated. Two hospital buildings collapsed killing forty-seven people. Three others were killed in another hospital that nearly collapsed.

In approving the Act, the Legislature noted that:

Hospitals, that house patients who have less than the capacity of normally healthy persons to protect themselves, and that must be reasonably capable of providing services to the public after a disaster, shall be designed and constructed to resist, insofar as practical, the forces generated by earthquakes, gravity and winds. (Health and Safety Code Section 129680)

When the Hospital Act was passed in 1973, the State anticipated that, based on the regular and timely replacement of aging hospital facilities, the majority of hospital buildings would be in compliance with the Act’s standards within 25 years. However, hospital buildings were not, and are not, being replaced at that anticipated rate. In fact, the great majority of the State’s urgent care facilities are now more than 40 years old. Senate Bill 1953 (“SB 1953”), enacted in 1994 after the Northridge Earthquake, expanded the scope of the 1973 Hospital Act. Under SB 1953, all hospitals are required, as of January 1, 2008, to survive earthquakes without collapsing or posing the threat of significant loss of life. The 1994 Act further mandates that all existing hospitals be seismically evaluated, and retrofitted, if needed, by 2030, so that they are in substantial compliance with the Act (which requires that the hospital buildings be reasonably capable of providing services to the public after disasters). SB 1953 applies to all urgent care facilities (including those built prior to the 1973 Hospital Act) and affects approximately 2,500 buildings on 475 campuses.

#### Community Issues Summary

One fault line runs diagonally through Arcadia. A large earthquake on that fault would impact:

- City owned roadways, water infrastructure and radio repeater site.
- Interstate 210
- Metro Gold Line Light Rail
- One middle school
- Two elementary schools
- A Regional Mall
- A horse racing track with a capacity for over 50,000 patrons
- A major natural gas distribution line feeding the San Gabriel Valley runs through Arcadia and crosses the fault line

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Works Cited

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<sup>i</sup> <http://pubs.usgs.gov/gip/earthq3/when.html>

<sup>ii</sup> Analysis of recent Ridgecrest, California earthquake sequence reveals complex, damaging fault systems, California Institute of Technology (October 17, 2019)

<sup>iii</sup> <http://pubs.usgs.gov/gip/earthq3/when.html>

<sup>iv</sup> (Haukson, 1994

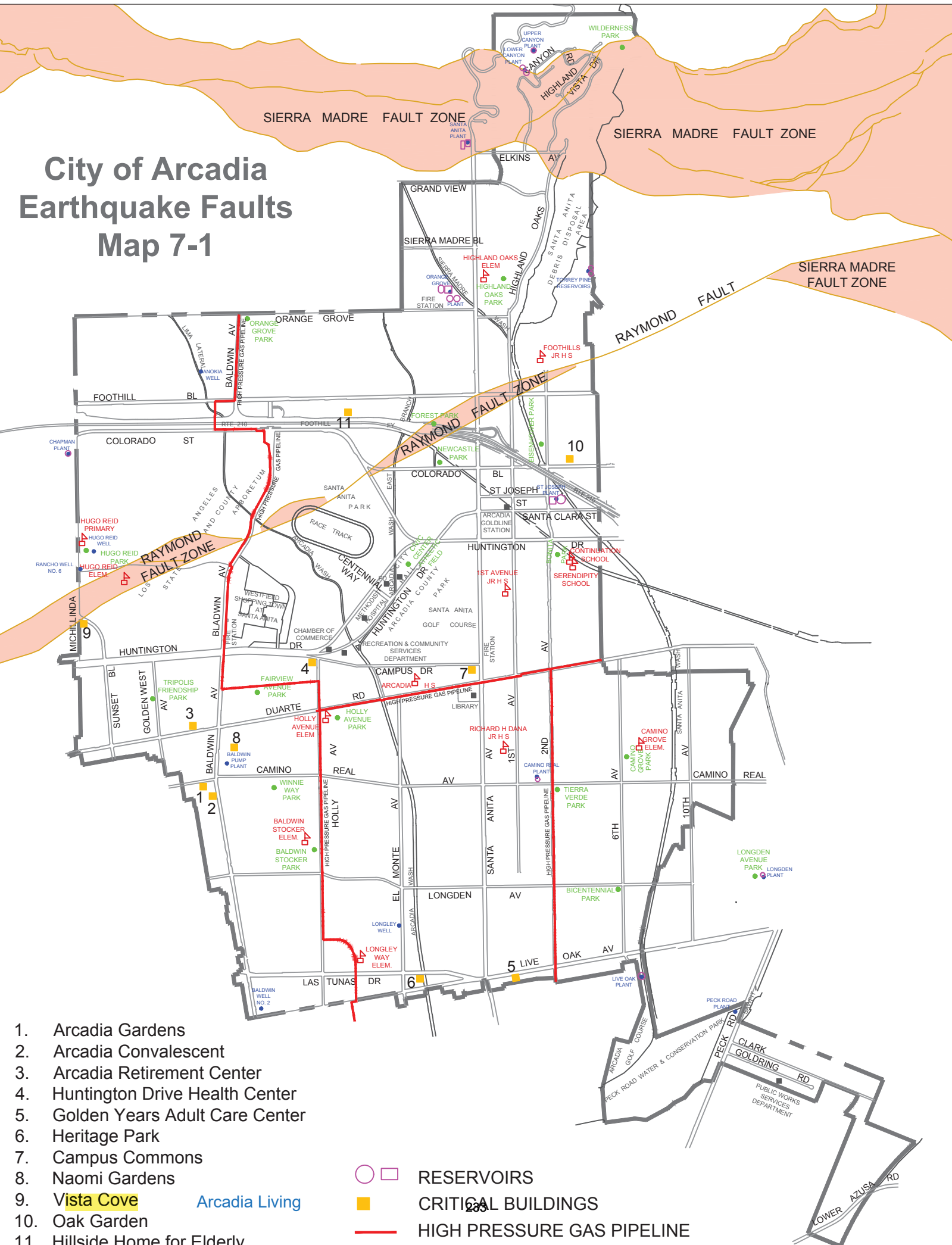
<sup>v</sup> [http://www.data.scec.org/chrono\\_index/sierrama.html](http://www.data.scec.org/chrono_index/sierrama.html)

<sup>vi</sup> UCERF3: A new Earthquake Forecast for California's Complex Fault System. USGS March 2015

<sup>vii</sup> Source: Los Angeles County Public Works Department, March 2004

<sup>viii</sup> Institute for Business and Home Safety Resources (April 2001),

# City of Arcadia Earthquake Faults Map 7-1



1. Arcadia Gardens
2. Arcadia Convalescent
3. Arcadia Retirement Center
4. Huntington Drive Health Center
5. Golden Years Adult Care Center
6. Heritage Park
7. Campus Commons
8. Naomi Gardens
9. Vista Cove Arcadia Living
10. Oak Garden
11. Hillside Home for Elderly

○ □	RESERVOIRS
■	CRITICAL BUILDINGS
—	HIGH PRESSURE GAS PIPELINE

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.2 FLOOD

#### **Definition of Flooding**

A rising and overflowing of a body of water especially onto normally dry land.<sup>1</sup>

#### **Flood Related Hazards**

Flooding occurs when climate, geology, and hydrology combine to create conditions where water flows outside of its usual course. While the City of Arcadia has some of these conditions, it has been fortunate enough to have no experience of flooding in the City.

#### Winter Rainfall

Over the last 125 years, the average annual rainfall in Los Angeles has been 14.9 inches. But the term “average” means very little as the annual rainfall during this time period has ranged from only 4.35 inches in 2001-2002 to 38.2 inches in 1883-1884. In fact, in only fifteen of the past 125 years, has the annual rainfall been within plus or minus 10% of the 14.9 inch average. And in only 38 years has the annual rainfall been within plus or minus 20% of the 14.9 inch average. This makes the Los Angeles basin a land of extremes in terms of annual precipitation. The City of Arcadia is centrally located in the San Gabriel Valley. It is up against the San Gabriel Mountains or hills, which could increase the collection of rainwater.

#### Monsoons

Another relatively regular source for heavy rainfall, particularly in the mountains and adjoining cities is from summer tropical storms.

#### Riverine Flooding

Riverine flooding is the overbank flooding of rivers and streams. The natural processes of riverine flooding add sediment and nutrients to fertile floodplain areas. Flooding in large river systems typically results from large-scale weather systems that generate prolonged rainfall over a wide geographic area, causing flooding in hundreds of smaller streams, which then drain into the major rivers.

#### Shallow Area Flooding

Shallow area flooding is a special type of riverine flooding. FEMA defines shallow flood hazards as areas that are inundated by the 100-year flood with flood depths of only one to three feet. These areas are generally flooded by low velocity sheet flows of water.

#### 100-Year Flood

The 100-year flooding event is the flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Contrary to popular belief, it is not a flood occurring once every 100 years. The 100-year floodplain is the area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood.

#### Urban Flooding

As land is converted from fields or woodlands to roads and parking lots, it loses its ability to absorb rainfall. Urbanization of a watershed changes the hydrologic systems of the basin. Heavy rainfall collects and flows faster on impervious concrete and asphalt surfaces. The water moves from the clouds, to the ground, and into streams at a much faster rate in urban areas. Adding these elements to the hydrological systems can result in flood waters that rise very

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rapidly and peak with violent force.

Dam Failure Flooding

Loss of life and damage to structures, roads, and utilities may result from a dam failure. Economic losses can also result from a lowered tax base and lack of utility profits. These effects could certainly accompany the failure of one of the major dams surrounding the City of Arcadia. There are no dams within the City’s boundaries. However, there are portions of the City that are located within the flood hazard areas (or inundation areas) of three (3) dams, including the Eaton Wash Dam in East Pasadena, the Santa Anita Dam, which is located in the Angeles National Forest above Arcadia, and the Sawpit Dam, which is located in Monrovia.

**History of Flooding in Southern California**

There are a number of rivers in the Southern California region, but the river with the best recorded history is the Los Angeles River. The flood history of the Los Angeles River is generally indicative of the flood history of much of Southern California.

Records show that since 1811, the Los Angeles River has flooded 30 times, on average once every 6.1 years. But averages are deceiving, for the Los Angeles basin goes through periods of drought and then periods of above average rainfall. Between 1889 and 1891 the river flooded every year, and from 1941 to 1945, the river flooded 5 times. Conversely, from 1896 to 1914, a period of 18 years, and again from 1944 to 1969, a period of 25 years, the river did not have serious floods.<sup>ii</sup>

<b>A Sample of Major Floods of the Los Angeles River</b>		<b>Table 7.2</b>
1825	L.A. River changed its course back from the Ballona wetlands to San Pedro	
1861-62	Heavy flooding. Fifty inches of rain falls during December and January.	
1867	Floods create a large, temporary lake out to Ballona Creek.	
1884	Heavy flooding caused river to change course, turning east to Vernon & then south to San Pedro.	
1914	Heavy flooding. Great damage to the harbor.	
1934	Moderate flood starting January 1. Forty dead in La Canada.	
1938	Great County-wide flood with 4 days of rain. Most rain on day 4.	
1941-44	L.A. River floods five times.	
1969	One heavy flood after 9 day storm. One moderate flood.	
1979	Los Angeles experiences severe flooding and mudslides.	
1980	Flood tops banks of river in Long Beach. Sepulveda Basin spillway almost opened.	
1983	Flooding kills six people.	
1992	15 year flood. Motorists trapped in Sepulveda basin. Six people dead.	
1994	Heavy flooding	
Sources: <a href="http://www.lalc.k12.ca.us/target/units/river/tour/hist.html">http://www.lalc.k12.ca.us/target/units/river/tour/hist.html</a> and ( <a href="http://www.losangelesalmanac.com/topics/History/hi01i.htm">http://www.losangelesalmanac.com/topics/History/hi01i.htm</a> )		

While the City of Arcadia is 15 miles east of Los Angeles, it is not so far away as to not be

## LOCAL HAZARD MITIGATION PLAN 2022

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affected by the heavy rains that brought flooding to Los Angeles. In addition, the towering mountains that give the Los Angeles region its spectacular views also bring a great deal of rain out of the storm clouds that pass through. Because the mountains are so steep, the rainwater moves rapidly down the slopes and across the coastal plains on its way to the ocean.

“The Santa Monica, Santa Susana, and Verdugo mountains, which surround three sides of the valley, seldom reach heights above three thousand feet. The western San Gabriel Mountains, in contrast, have elevations of more than seven thousand feet. These higher ridges often trap eastern-moving winter storms. Although downtown Los Angeles averages just fifteen inches of rain a year, some mountain peaks in the San Gabriels receive more than forty inches of precipitation annually”<sup>iii</sup>

Naturally, this rainfall moves rapidly downstream, often with severe consequences for anything in its path. In extreme cases, flood-generated debris flows will roar down a canyon at speeds near 40 miles per hour with a wall of mud, debris and water tens of feet high.

In Southern California, stories of floods, debris flows, persons buried alive under tons of mud and rock and persons swept away to their death in a river flowing at thirty-five miles an hour are without end. No catalog of chaos could contain all the losses suffered by man and his possessions from the Regions Rivers and streams.

**This next section is taking from the City of Arcadia’s General Plan from the Chapter on Safety.** “Arcadia and surrounding areas are, like most of Southern California, subject to unpredictable seasonal rainfall. Most years, the scant winter rains are barely sufficient to turn the hills green for a few weeks, but every few years the region is subjected to periods of intense and sustained precipitation that sometimes results in localized flooding. Natural (Storm) Flooding In Southern California, storm flooding is difficult to predict, and thus plan for, because rainfall varies from year to year. ~~To prepare and mitigate hazards from flooding, the City of Arcadia participates in the National Flood Insurance Program. Flood Insurance Rate Maps, or FIRMs, which are prepared by the Federal Emergency Management Agency (FEMA), identify potential flood zones (Map 7.2b).~~ Flood hazards related to storm events generally are described in terms of a 100- or 500-year flood. A 100-year flood is defined as a major flood event that has a one percent or greater chance of occurring during any one year. Flood hazard planning practices addresses such storms, as well as 500-year events. These floods are considered severe; however, these floods can be reasonably predicted and therefore reasonably mitigated. As noted above, the Los Angeles County Department of Public Works has constructed regional flood and debris control facilities throughout the region, including the flood control channels in Arcadia that direct runoff water through the City into regional facilities to the south. A system of spreading basins manages storm water runoff and helps recharge groundwater basins. Locally, the City maintains approximately four miles of subsurface storm drains that flow into the regional channels. Due to the combination of these two systems, no areas in Arcadia lie within a 100-year floodplain”.<sup>iv</sup>

The City has experienced Urban Flooding. This occurred during the heavy rains in the mid 90’s

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when the City's sewer system could not handle the amount of water being generated from the storm. The water overflowed onto the City streets but caused little to no damage to any public or private property. Once the rainfall lessened, the sewer system was able once again channel the water through and away from the City. The 2010 City of Arcadia General Plan under Chapter 8 – Safety lists City of Arcadia's goal to have superior storm draining and flood control facilities that minimize the risk of flooding. The goal is achieved through the following policies:

- Policy S-2.1: Prioritize improvements to Arcadia's storm drain system in areas that are prone to localized ponding and flooding.
- Policy S-2.2: Continue rigorous maintenance of storm drainage and flood control facilities within the City's jurisdiction.
- Policy S-2.3: Require that new development projects retain as much runoff as possible on the development site to reduce flow volumes into the storm drain system, allow for recharge of the groundwater basins, and comply with the City's storm water permitting requirements (consistent with the National Pollutant Discharge Elimination Systems program, or NPDES) and employ Best Management Practices (BMPs).
- Policy S-2.4: Support efforts of the Los Angeles County Department of Public Works and other agencies responsible for the maintenance of dams and reservoirs above Arcadia to improve conditions of the facilities and reduce the risk of inundation resulting from dam or reservoir failure.

#### **National Flood Insurance Program**

The Federal Emergency Management Agency administers the National Flood Insurance Program (NFIP). The NFIP provides federal flood insurance subsidies and federally financed loans for eligible property owners in flood-prone areas. Some areas located in northeast Arcadia, generally north of the I-210 and along Highland Oaks Dr., have been designated as Flood Zone D— areas for which flood hazards have not been determined, but are possible. The City of Arcadia does not participate in the National Flood Insurance Program.

#### **Flooding Hazard Assessment**

The most current FEMA map confirms that the City of Arcadia is rated area X, areas to be outside the .2% annual chance floodplain and in area D, areas in which flood hazards are undetermined but possible. Due to the fact Arcadia does not have areas considered to be flood prone the City does not have recurring loss properties. However, there are portions of the City that are located within the inundation areas of three (3) dams, including the Morris S. Jones Reservoir in East Pasadena, the Santa Anita Dam, which is located in the Angeles National Forest above Arcadia, and the Sawpit Dam, which is located in Monrovia. See Map 7.2a for flood inundation areas.

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### **Risk Analysis**

Risk analysis is the third and most advanced phase of a hazard assessment. It builds upon the hazard identification and vulnerability assessment. A flood risk analysis for the City of Arcadia should include two components: (1) the life and value of property that may incur losses from a flood event (defined through the vulnerability assessment); and (2) the number and type of flood events expected to occur over time. Within the broad components of a risk analysis, it is possible to predict the severity of damage from a range of events. Flow velocity models can assist in predicting the amount of damage expected from different magnitudes of flood events. The data used to develop these models is based on hydrological analysis of landscape features. Changes in the landscape, often associated with human development, can alter the flow velocity and the severity of damage that can be expected from a flood event.

Using GIS technology and flow velocity models, it is possible to map the damage that can be expected from flood events over time. It is also possible to pinpoint the effects of certain flood events on individual properties.

### Economic Impact

There are four dam inundation zones that impact the City of Arcadia. As mentioned in this section, the zones are Morris S. Jones Reservoir Inundation Area, Santa Anita Dam Inundation Area, and Sawpit Dam Inundation. The assessed valuation for the three areas are as follows:

Sawpit Dam Inundation Area	\$276,166,986
Santa Anita Dam Inundation Area	\$669,813,106
Morris Jones Reservoir	\$271,501,566

### Community Flood Issues

What is Susceptible to Damage during a Flood Event?

The largest impact on communities from flood events is the loss of life and property. During certain years, property losses resulting from flood damage are extensive. Property loss from floods strikes both private and public property. Because the City of Arcadia does not lie in a flood plain, the damage to property in the City has been minimal since incorporation.

### Property Loss Resulting from Flooding Events

The type of property damage caused by flood events depends on the depth and velocity of the flood waters. Faster moving flood waters can wash buildings off their foundations and sweep cars downstream. Pipelines, bridges, and other infrastructure can be damaged when high waters combine with flood debris. Extensive damage can be caused by basement flooding and landslide damage related to soil saturation from flood events. Most flood damage is caused by water saturating materials susceptible to loss (i.e., wood, insulation, wallboard, fabric, furnishings, floor coverings, and appliances). In many cases, flood damage to homes renders them unlivable.

### Business/Industry

Flood events impact businesses by damaging property and by interrupting business. Flood events can cut off customer access to a business as well as close a business for repairs. A quick response to the needs of businesses affected by flood events can help a community maintain economic vitality in the face of flood damage. Responses to business damages can include

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funding to assist owners in elevating or relocating flood-prone business structures.

#### Public Infrastructure

Publicly owned facilities are a key component of daily life for all citizens of the county. Damage to public water and sewer systems, transportation networks, flood control facilities, emergency facilities, and offices can hinder the ability of the government to deliver services. Government can take action to reduce risk to public infrastructure from flood events, as well as craft public policy that reduces risk to private property from flood events.

#### Roads

During natural hazard events, or any type of emergency or disaster, dependable road connections are critical for providing emergency services. The Public Works Services Department maintains roads systems in the City of Arcadia. Federal, state, county, and city governments all have a stake in protecting roads from flood damage. Road networks often traverse floodplain and floodway areas. Transportation agencies responsible for road maintenance are typically aware of roads at risk from flooding.

#### Bridges

Bridges are key points of concern during flood events because they are important links in road networks and can inhibit the flow of water during flood events. The bridges in the City of Arcadia are state, county, city, or privately owned. A state-designated inspector must inspect all state, county, and city bridges every two years; but private bridges are not inspected, and can be very dangerous. The inspections are rigorous, looking at everything from seismic capability to erosion and scour.

#### Storm Water Systems

Local drainage problems are common throughout the City of Arcadia. While the City does not have a drainage master plan, Public Works staff is aware of local drainage threats. The problems are often present where storm water runoff enters culverts or goes underground into storm sewers. Inadequate maintenance can also contribute to the flood hazard in urban areas.

#### Water/Wastewater Treatment Facilities

There is one sanitary district that services the City of Arcadia (Los Angeles County Sanitation). There are also four (4) water service companies and or districts in the City of Arcadia. This number includes the water service provided to the residents by the City of Arcadia.

#### Wastewater Management

Arcadia's sewer system is a series of privately owned lateral connections from individual businesses and residences, which connect to larger City-owned main lines - then to subsequently larger trunk lines, which then take Arcadia's sanitary and industrial wastes to treatment plants operated by the LA County Sanitation District. These wastes are treated to varying degrees and either used for specific industrial purposes such as freeway irrigation or power (plant) generation, or discharged in to water bodies of the State, where they flow to the Pacific Ocean.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.2 FLOOD

#### Water Districts

All of the water districts in the City as well as the City Public Works Services Department are in the process of replacing old cast iron pipes with more ductile iron pipes, which will be more resilient in disaster situations. During a disaster, water districts in the region work together to provide water for the city of Arcadia residents.

#### Water Quality

The City of Arcadia is committed to making sure that water from the water supply as well as storm water, which make its way into the water conveyance system, are safe and reliable by complying with all Federal and State water standards. The City of Arcadia water supply is always tested to make sure there are no harmful constituents.

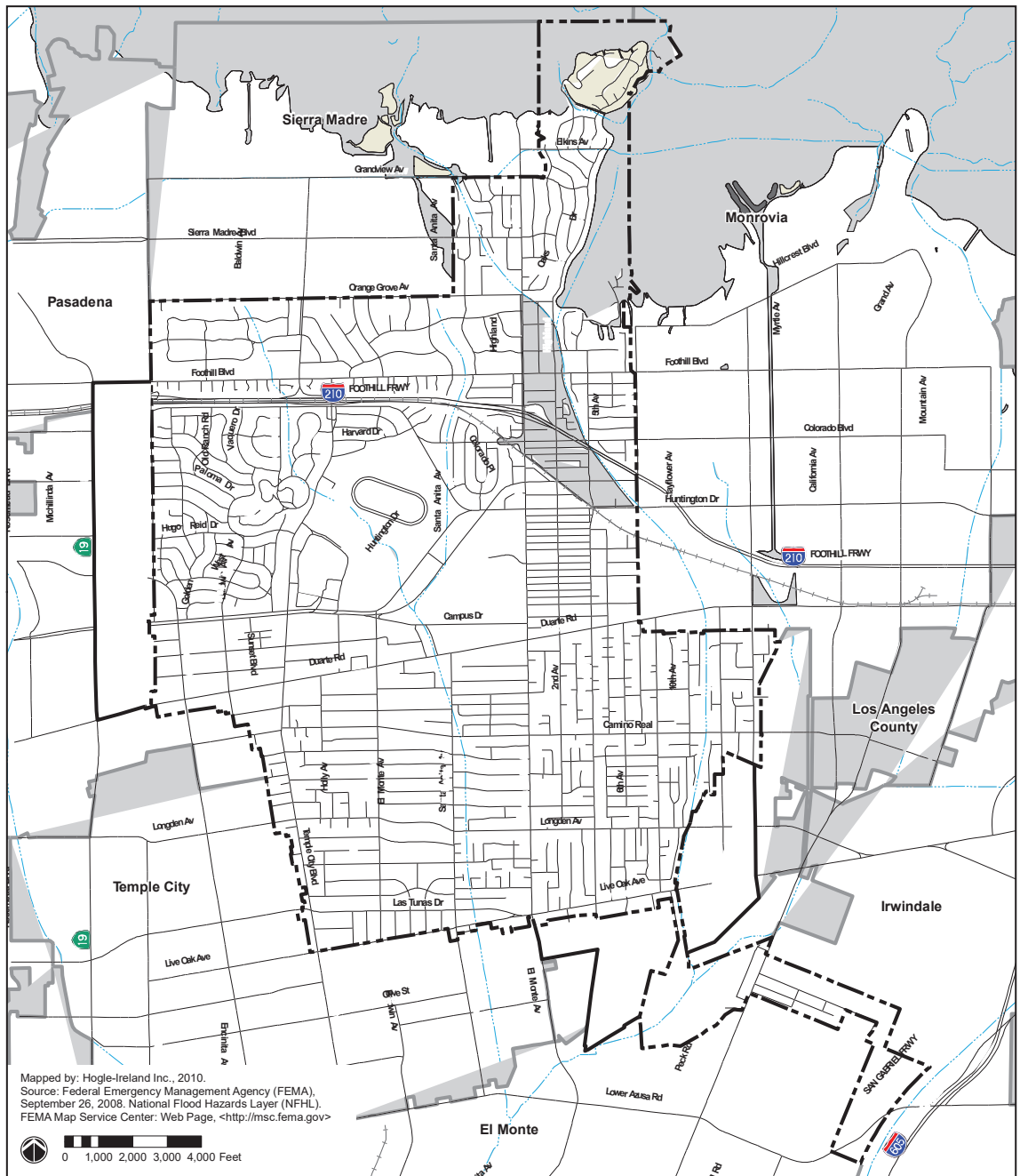
#### **Community Issues Summary**

The City of Arcadia does not have specific Flood mitigation activities and there are no repetitive loss properties.

#### Works Cited

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- i. <http://www.merriam-webster.com/>
- ii. <http://www.lalc.k12.ca.us/target/units/river/tour/hist.html>
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- iv. City of Arcadia General Plan Chapter 8 Safety Element, Flooding Section



**Flood Hazard Zones**

- Areas of 0.2% annual chance flood.
- Areas in which flood hazards are undetermined, but possible.
- Areas determined to be outside the 0.2% annual chance floodplain.

**Base Map Features**

- City Boundary
- Sphere of Influence
- Freeway
- Railroad
- City Road
- Water Feature

**City of Arcadia**

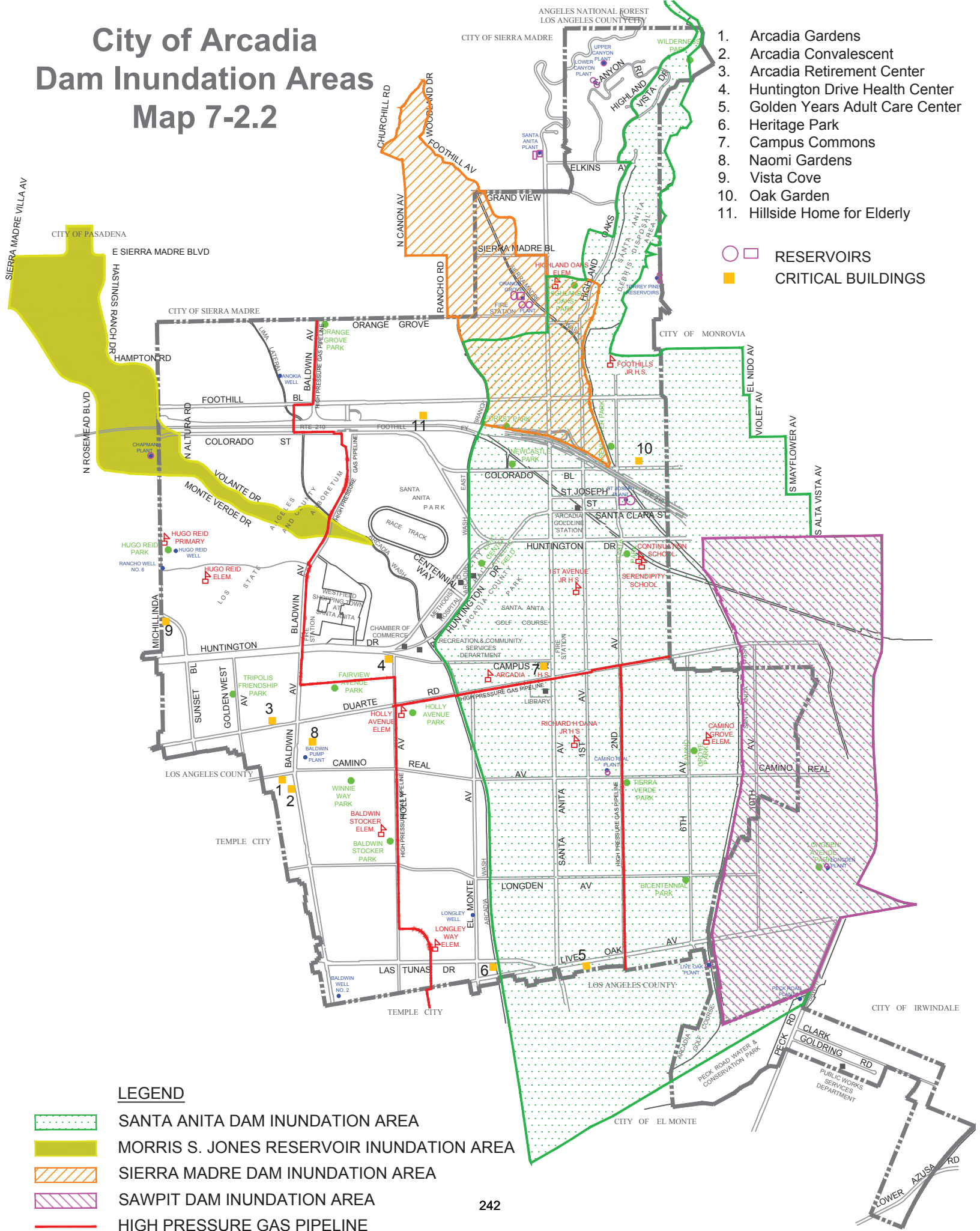
**Flood Hazards Map**

**MAP 7-2.1**

# City of Arcadia Dam Inundation Areas Map 7-2.2

1. Arcadia Gardens
2. Arcadia Convalescent
3. Arcadia Retirement Center
4. Huntington Drive Health Center
5. Golden Years Adult Care Center
6. Heritage Park
7. Campus Commons
8. Naomi Gardens
9. Vista Cove
10. Oak Garden
11. Hillside Home for Elderly

- RESERVOIRS
- CRITICAL BUILDINGS



## LEGEND

- SANTA ANITA DAM INUNDATION AREA
- MORRIS S. JONES RESERVOIR INUNDATION AREA
- SIERRA MADRE DAM INUNDATION AREA
- SAWPIT DAM INUNDATION AREA
- HIGH PRESSURE GAS PIPELINE

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.3 SLOPE FAILURE

#### Definition of a Slope Failure

Slope failure, also referred to as mass wasting, is the downslope movement of rock debris and soil in response to gravitational stresses. Three major types of mass wasting are classified by the type of downslope movement: falls, slides, and flows.<sup>1</sup>

#### Slope Failure Hazards

The term “Slope Failure” encompasses events such as rock falls, topples, slides, spreads, and flows. Slope Failures can be initiated by rainfall, earthquakes, volcanic activity, changes in groundwater, disturbance and change of a slope by fabricated construction activities, or any combination of these factors.

The size of a Slope Failure usually depends on the geology and the initial cause of the Slope Failure. Slope Failures vary greatly in their volume of rock and soil, the length, width, and depth of the area affected, frequency of occurrence, and speed of movement. Some characteristics that determine the type of Slope Failure are slope of the hillside, moisture content, and the nature of the underlying materials. Slope Failures are given different names, depending on the type of failure and their composition and characteristics.

Slides move in contact with the underlying surface. These movements include rotational slides, where sliding material moves along a curved surface, and translational slides, where movement occurs along a flat surface. These slides are generally slow moving and can be deep. Slumps are small rotational slides that are generally shallow. Slow-moving Slope Failures can occur on relatively gentle slopes and can cause significant property damage, but they are far less likely to result in serious injuries than rapidly moving Slope Failures.<sup>2</sup>

“Failure of a slope occurs when the force that is pulling the slope downward (gravity) exceeds the strength of the earth materials that compose the slope. They can move slowly (millimeters per year), or they can move quickly and disastrously, as is the case with debris-flows. Debris-flows can travel down a hillside of speeds up to 200 miles per hour (more commonly, 30 – 50 miles per hour), depending on the slope angle, water content, and type of earth and debris in the flow. These flows are initiated by heavy, usually sustained, periods of rainfall, but sometimes can happen because of short bursts of concentrated rainfall in susceptible areas. Burned areas charred by wildfires are particularly susceptible to debris flows, given certain soil characteristics and slope conditions.”<sup>3</sup>

A debris or mudflow is a river of rock, earth, and other materials, including vegetation that is saturated with water. This high percentage of water gives the debris flow a very rapid rate of movement down a slope. Debris flows often with speeds greater than 20 mile per hour and can often move much faster.<sup>4</sup> This high rate of speed makes debris flows extremely dangerous to people and property in its path.

## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 7.3 SLOPE FAILURE

### **History of Slope Failures in Southern California**

Slope Failures are a serious geologic hazard in almost every state in America. Nationally, Slope Failures cause 25 to 50 deaths each year.<sup>5</sup> The best estimate of direct and indirect costs of Slope Failure damage in the United States range between \$1 and \$2 billion annually.<sup>6</sup> As a seismically active region, California has had significant number of locations impacted by Slope Failures. Some Slope Failures result in private property damage; other Slope Failures impact transportation corridors, fuel and energy conduits, and communication facilities. They can also pose a serious threat to human life.

Below is a list of some of the major Slope Failures and their results in recent Southern Californian history.

#### 1963 Baldwin Hills Dam Failure.

On December 14, the 650-foot long by 155-foot high earth fill dam gave way and sent 360 million gallons of water in a fifty-foot high wall cascading onto the community below, killing five persons, and damaging 50 million (1963 dollars) dollars in property.

#### 1971 Upper and Lower Van Norman Dams, San Fernando, California

Earthquake-induced Slope Failures. Cost estimate \$302.4 million (2000 dollars). Damage due to the February 9, 1971, magnitude 7.5 San Fernando, California, earthquake. The earthquake of February 9 severely damaged the Upper and Lower Van Norman Dams.<sup>7</sup>

#### 1971 Juvenile Hall, San Fernando, California

Slope Failures caused by the February 9, 1971, San Fernando, California, earthquake Cost, \$266.6 million (2000 dollars). In addition to damaging the San Fernando Juvenile Hall, this 1.2 km-long slide damaged trunk lines of the Southern Pacific Railroad, San Fernando Boulevard, Interstate Highway 5, an electrical converter station, and several pipelines and canals.<sup>8</sup>

#### 1978 Bluebird Canyon Orange County, California

October 2, 1978. Cost estimate \$52.7 million (2000 dollars). Sixty houses destroyed or damaged. Unusually heavy rains in March of 1978 may have contributed to initiation of the Slope Failure. Although the 1978 slide area was approximately 3.5 acres, it is suspected to be a portion of a larger, ancient Slope Failure.<sup>9</sup>

#### 1978-1979, 1980 San Diego County, California

Experienced major damage from storms in 1978, 1979, and 1979-80, as did neighboring areas of Los Angeles and Orange County, California. One hundred and twenty Slope Failures were reported to have occurred in San Diego County during those two years. Rainfall for the rainy seasons of 1978-79 and 1979-80 was 14.82 and 15.61 inches (37.6 and 39.6 cm) respectively, compared to a 125-year average (1850-1975) of 9.71 inches (24.7 cm). Significant Slope Failures occurred in the Friars Formation; a unit that was noted as slide-prone in the Seismic Safety Study for the City of San Diego. Of the nine Slope Failures that caused damage in excess of \$1 million, seven occurred in the Friars Formation, and two in the Santiago Formation in the northern part of San Diego

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.3 SLOPE FAILURE

County.<sup>10</sup>

#### 1994 Northridge, California, earthquake Slope Failures

As a result of the magnitude 6.7 Northridge, California, earthquake, more than 11,000 Slope Failures occurred over an area of 10,000 km<sup>2</sup>. Most were in the Santa Susana Mountains and in mountains north of the Santa Clara River Valley. Destroyed dozens of homes, blocked roads, and damaged oil-field infrastructure.

#### March 1995 Los Angeles and Ventura Counties, Southern California

Above normal rainfall triggered damaging debris flows, deep-seated Slope Failures, and flooding. Several deep-seated Slope Failures were triggered by the storms, the most notable was the La Conchita Slope Failure, which in combination with a local debris flow, destroyed or badly damaged 11 to 12 homes in the small town of La Conchita, about 20 km west of Ventura. There also was widespread debris-flow and flood damage to homes, commercial buildings, and roads and highways in areas along the Malibu coast that had been devastated by wildfire two years before.<sup>11</sup>

#### June 2005 Bluebird Canyon, Laguna Beach, California

In the early morning of June 1, 2005, a Slope Failure began moving in the Bluebird Canyon area of Laguna Beach, California. No rainfall or earthquake activity occurred during or immediately before the Slope Failure movement. This movement is almost certainly related to the extremely heavy winter rains that occurred from December through February. Rainfall from the winter season has been slowly percolating downward through the soil and is gradually raising ground-water levels. As ground water rises, slopes can become unstable and begin to move, even if no rain is presently occurring.<sup>12</sup>

#### January 2005 La Conchita, California

On January 10, 2005, a Slope Failure struck the community of La Conchita in Ventura County, California, destroying or seriously damaging 36 houses and killing 10 people. Although rainfall intensities were not extreme, moderate- to high-intensity rainfall persisted for more than two weeks, and the Slope Failure occurred at the culmination of this 15-day high-rainfall period.<sup>13</sup>

#### January – February 2010 La Cañada Flintridge, California

Heavy winter storms hit the hills of La Cañada Flintridge in the early months of the year. The area had already been devastated in the summer of 2009 with one of the largest wildfires in modern history. The loss of so much vegetation combined with the downpour of rains caused significant mudslides to the area. Over 500 homes evacuated, about fifty homes were damaged, and another twenty were red tagged. Initial estimates of damage were in excess of \$20 million (2010 dollars).

#### January 2018 Montecito, CA

A heavy winter storm hit the mountains above Montecito and Carpinteria California in January of 2018. The area had burned during the devastating Thomas Fire in December of 2017 which burned 115,000 acres. The mudflow caused 21 reported deaths.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.3 SLOPE FAILURE**

Approximately 163 people were hospitalized with various injuries, including four in critical condition. The mudflows caused at least \$177 million (2018 dollars) in property damage, cost at least \$7 (2018 dollars) million in emergency responses and another \$43 (2018 dollars) million to clean up.

**History of Slope Failures in Cities in the San Gabriel Valley**

December 2008 – Sierra Madre, CA. In May 2008, over 600 acres of mountainside north of our neighboring city of Sierra Madre burned again in the Santa Anita II Fire. Portions of their hillside communities were inundated with mud and debris following the rains in the winter of 2008 and 2009.

November 2013 – Monrovia, CA. In May of 2013, approximately 213 acres above the city of Monrovia were burned in the Madison Fire. In the fall of that year, the foothills of City of Monrovia experienced mud and debris flows in the neighborhoods up against the foothills.

November 2014 – Glendora/Azusa, CA. In January of 2014, the Colby Fire burned 1,192 acres above the cities of Azusa and Glendora approximately 14 miles from the City of Arcadia. In November and December of 2014 both communities developed mudflow action plans and placed the plans into action and during periods of heavy rain during late fall and winter.

November 2016 – Duarte/Azusa CA. In June of 2016, the Fish Fire burned 3,700 acres in the foothills above Duarte and Azusa, CA 4 miles from the City of Arcadia. In November and December of 2016 both communities developed mudflow action plans and placed the plans into action and during periods of heavy rain during late fall and winter.

**History of Slope Failures in Arcadia**

January – February 2000

In the wake of the December 27, 2000, Santa Anita Wildfire heavy rains brought mudslides to the north end of Arcadia. The Arcadia City Council appropriated \$334,000 to purchase K-rail, fill sandbags, clear debris basins, among numerous other costs in order to shelter the homes and properties from major damage. Due to the City's proactive response, minimal damage occurred to private properties.<sup>14</sup>

January 2005

Heavy rainstorms triggered as many as 18 mudslides in Santa Anita Canyon, two of which were enormous events that buried the roadway under mounds of debris. The first major slide deposited about 6,000 cubic yards of debris on the road. A Forest Service Fire Station had to be shut down due to lack of access and a pack station owner said that the road closures had devastated her business financially.<sup>15</sup>

**Slope Failure Hazard Assessment**

Locations at risk from Slope Failures or debris flows include areas with one or more of

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.3 SLOPE FAILURE

the following conditions:

1. On or close to steep hills.
2. Steep road-cuts or excavations.
3. Existing Slope Failures or places of known historic Slope Failures (such sites often have tilted power lines, trees tilted in various directions, cracks in the ground, and irregular-surfaced ground).
4. Steep areas where surface runoff is channeled, such as below culverts, V-shaped valleys, canyon bottoms, and steep stream channels.
5. Fan-shaped areas of sediment and boulder accumulation at the outlets of canyons.
6. Canyon areas below hillsides and mountains that have recently (within 1-6 years) been subjected to a wildland fire.

On December 27, 1999, a fire occurred in the Angeles National Forest north of the City of Arcadia that resulted in the burning of over 500 acres of chaparral. The U.S. Forestry Service classified this as a medium intensity fire that burned off vegetation at the surface level, however left the root structures intact. Initial estimates are that the natural recovery process will take between four to ten years for full restoration of the vegetation and chaparral.

In the interim, the burn area is barren of vegetation. The soil is composed of loose gravel and dirt and due to burn, which creates a coating, having a water repelling effect. This means that the normal absorption and stability of the soil is diminished. With the lack of vegetation and water repellency of the soil, geologists and hydrologists surveying the area forecast the likelihood of natural soil erosion and runoff with or without rainfall.

The City of Arcadia anticipated that with rainfall, flooding and mudslides were likely. The degree of flooding or mudslides depended upon the amount and intensity of rainfall; however, experts believe that one-half inch of rain falling over a short period of time could be sufficient to create a problem.

Several residences were identified as being threatened to varying degrees by mudslides and flooding due to their proximity to the mountainside and the watersheds where water and debris naturally flowed. Furthermore, several streets possessed the potential of being impacted by flooding, mud, and debris flow.

The Public Works Services Department created an action plan to coincide with the overall city emergency operations plan in preparation for the anticipated flood, mud, and debris programs.

#### **Probability**

Once a wildfire occurs the next greatest concern for the foothill community that experiences the wildfire is a Slope Failure or debris flow when the winter rains arrive. Looking at other data from debris flows in Los Angeles County, once a wildfire burns through an area, that location is an area of concern for the next five years. A significant rainstorm in the year following a wildfire creates the highest degree of probability of Slope Failure or debris flow. This probability is directly tied to a wildfire occurring in

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.3 SLOPE FAILURE**

the months leading up to the rainy season. The communities of Monrovia, Duarte, Azusa and Glendora, California all experienced significant Slope Failure or debris flows in the winter months after the Madison, Fish and Colby Fires. With the foothills above Arcadia experiencing a wildfire every 4.5 years as outlined in the Wildfire section of this report, the probability of Slope Failure or debris flows in the fire impacted areas could also be every 4.5 years.

**Risk Analysis**

Vulnerability assessment for Slope Failures will assist in predicting how different types of property and population groups will be affected by a hazard.<sup>16</sup> Data that includes specific Slope Failure-prone and debris flow locations in the city can be used to assess the population and total value of property at risk from future Slope Failure occurrences.

The City of Arcadia’s Development Services Department uses percent slope as an indicator of hill slope stability. The City uses a 20% or greater threshold to identify potentially unstable hill slopes. The Mt. Wilson and El Monte seismic hazard maps, which are published by the California Department of Conservation, Division of Mines, show that the extreme northeast section of the City is the only portion of the City with the potential for Slope Failures. Although the acreage has not been calculated, it accounts for a very small part of the City.

While a quantitative vulnerability assessment (an assessment that describes number of lives or amount of property exposed to the hazard) has not yet been conducted for City of Arcadia Slope Failure events, there are many qualitative factors that point to potential vulnerability. Slope Failures can impact major transportation arteries, blocking residents from essential services and businesses.

Past Slope Failure events have caused property damage or significantly impacted City residents and continuing to map City Slope Failure and debris flow areas will help in preventing future loss.

Factors included in assessing Slope Failure risk include population and property distribution in the hazard area, the frequency of Slope Failure or debris flow occurrences, slope steepness, soil characteristics, and precipitation intensity. This type of analysis could generate estimates of the damages to the City due to a specific Slope Failure or debris flow event. At the time of publication of this plan, data was insufficient to conduct a risk analysis and the software needed to conduct this type of analysis was not available.

To view potential areas for Slope Failures, see the Slope Failure and Debris Flow Map 7-3

Economic Impact

The City of Arcadia has a total assessed valuation of \$15,676,471,562. This can be further broken into:

Residential properties valued at        \$12,959,501,963

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.3 SLOPE FAILURE**

Commercial properties valued at	\$1,524,210,934
Other properties valued at	\$ 1,192,758,665

A Slope Failure or debris flow could only affect a small portion of the City of Arcadia. Until further studies are run, no more specific information is available.

**Arcadia’s Current Mitigation of Slope Failure Hazards**

Slope Failures can affect utility services, transportation systems, and critical lifelines. Communities may suffer immediate damages and loss of service. Disruption of infrastructure, roads, and critical facilities may also have a long-term effect on the economy. Utilities, including potable water, wastewater, telecommunications, natural gas, and electric power, are all essential to service community needs. Loss of electricity has the most widespread impact on other utilities and on the whole community. Natural gas pipes as small as an inch or two may also be at risk of breaking during Slope Failure movements.

Roads and Bridges

Losses incurred from Slope Failure hazards in the City of Arcadia have been associated with roads. The City of Arcadia Public Works Services Department is responsible for responding to slides that inhibit the flow of traffic or are damaging a road/bridge.

Lifelines and Critical Facilities

Lifelines and critical facilities should remain accessible, if possible, during a hazardous event. The impact of closed transportation arteries may be increased if the closed road or bridge is critical for hospitals and other emergency facilities. Therefore, inspection and repair of critical transportation facilities and routes is essential and should receive high priority. Losses of power and phone service are also potential consequences of Slope Failure events. Due to heavy rains, soil erosion in hillside areas can be accelerated, resulting in loss of soil support beneath high voltage transmission towers in hillsides and remote areas. Flood events can also cause Slope Failures, which can have serious impacts on gas lines that are located in vulnerable soils.

Slope Failure Building/Zoning Codes

The City of Arcadia’s Municipal Code addresses development on steep slopes in its building and zoning codes. The codes outline standards for development within the hillside area of the City. Generally, the ordinance requires geotechnical and engineering geologic studies for developments proposed on slopes of 20 percent or greater. More detailed surface and subsurface investigations shall be warranted if indicated by the geotechnical and geologic studies. This may include soils, vegetation, geologic formations, and drainage patterns. Site evaluations may also occur where stability might be lessened by proposed grading/filling or land clearing.

Residential Areas

Even minor amounts of rain and mud flow have the potential to cause extensive damage to homes and properties. In order to assist the residents of Arcadia, the City provides free sandbags to help in their mitigation activities.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.3 SLOPE FAILURE**

Community Issues Summary

The hillsides above the residences in the WUI area of Arcadia are very steep. In the past rainstorms following a wildland fire have created slope failures and debris flows in the residential areas.

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<sup>9</sup> Ibid.

<sup>10</sup> Ibid.

<sup>11</sup> Ibid.

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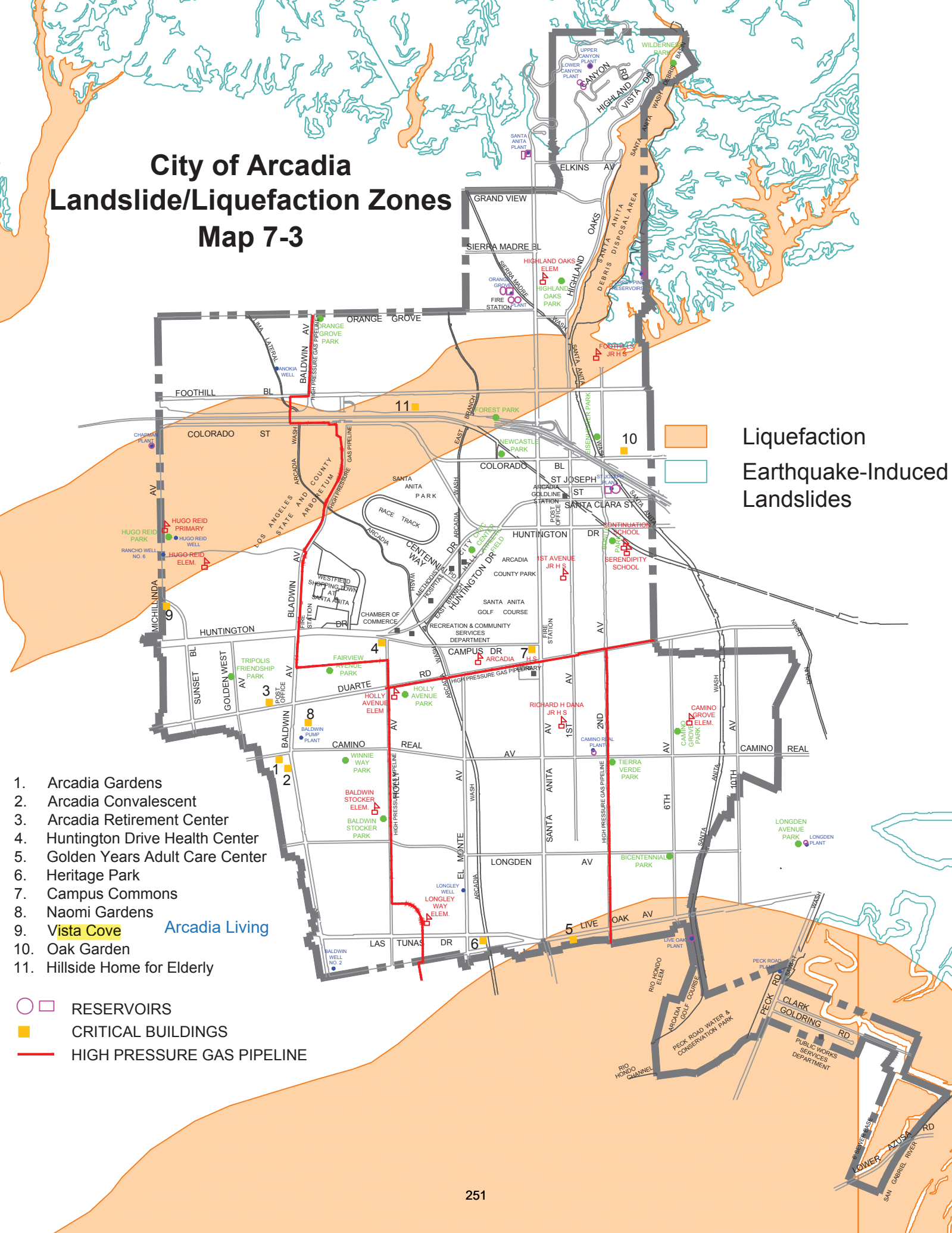
<sup>13</sup> <http://pubs.usgs.gov/of/2005/1067/pdf/OF2005-1067.pdf>

<sup>14</sup> Pasadena Star News, Feb 24, 2000

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# City of Arcadia Landslide/Liquefaction Zones Map 7-3



Liquefaction  
Earthquake-Induced  
Landslides

1. Arcadia Gardens
2. Arcadia Convalescent
3. Arcadia Retirement Center
4. Huntington Drive Health Center
5. Golden Years Adult Care Center
6. Heritage Park
7. Campus Commons
8. Naomi Gardens
9. Vista Cove Arcadia Living
10. Oak Garden
11. Hillside Home for Elderly

- □ RESERVOIRS
- CRITICAL BUILDINGS
- HIGH PRESSURE GAS PIPELINE

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.4 WINDSTORM

#### **Definition of a Windstorm**

A storm marked by high wind with little or no precipitation

#### **Windstorm Related Hazards**

##### Santa Ana Winds

Santa Ana winds are generally defined as warm, dry winds that blow from the east or northeast (offshore). These winds occur below the passes and canyons of the coastal ranges of Southern California and in the Los Angeles basin. Santa Ana winds often blow with exceptional speed in the Santa Ana Canyon (the canyon from which it derives its name). Forecasters at the National Weather Service offices in Oxnard and San Diego usually place speed minimums on these winds and reserve the use of "Santa Ana" for winds greater than 25 knots.<sup>1</sup> These winds accelerate to speeds of 35 knots as they move through canyons and passes, with gusts to 50 or even 60 knots.

The complex topography of Southern California combined with various atmospheric conditions creates numerous scenarios that may cause widespread or isolated Santa Ana events. Commonly, Santa Ana winds develop when a region of high pressure builds over the Great Basin (the high plateau east of the Sierra mountains and west of the Rocky mountains including most of Nevada and Utah). Clockwise circulation around the center of this high-pressure area forces air down slope from the high plateau. The air warms as it descends toward the California coast at the rate of 5 degrees F per 1000 feet due to compressional heating. Thus, compressional heating provides the primary source of warming. The air is dry since it originated in the desert, and it dries out even more as it is heated.<sup>2</sup>

These regional winds typically occur from October to March, and, according to most accounts, are named either for the Santa Ana River Valley where they originate or for the Santa Ana Canyon, southeast of Los Angeles, where they pick up speed.

##### Tornados

Tornadoes are spawned when there is warm, moist air near the ground, cool air aloft, and winds that speed up and change direction. An obstruction, such as a house, in the path of the wind causes it to change direction. This change increases pressure on parts of the house, and the combination of increased pressures and fluctuating wind speeds creates stresses that frequently cause structural failures.

In order to measure the intensity and wind strength of a tornado, Dr. T. Theodore Fujita developed the Fujita Tornado Damage Scale. This scale compares the estimated wind velocity with the corresponding amount of suspected damage. The scale measures six classifications of tornadoes with increasing magnitude from an "F0" tornado to a "F6+" tornado.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.4 WINDSTORM**

The chart below depicts the Fujita Tornado Damage Scale:

Scale	Wind Estimate (mph)	Typical Damage
F0	< 73	<b>Light damage.</b> Some damage to chimneys and TV antennas; breaks twigs off trees; pushes over shallow-rooted trees.
F1	73-112	<b>Moderate damage.</b> Peels surface off roofs; windows broken; light trailer houses pushed or overturned; some trees uprooted or snapped; moving automobiles pushed off the road. 74 mph is the beginning of hurricane wind speed.
F2	113-157	<b>Considerable damage.</b> Roofs torn off frame houses leaving strong upright walls; weak buildings in rural areas demolished; trailer houses destroyed; large trees snapped or uprooted; railroad boxcars pushed over; light object missiles generated; cars blown off highway.
F3	158-206	<b>Severe damage.</b> Roofs and some walls torn off frame houses; some rural buildings completely demolished; trains overturned; steel-framed hangar-warehouse-type structures torn; cars lifted off the ground; most trees in a forest uprooted snapped, or leveled.
F4	207-260	<b>Devastating damage.</b> Whole frame houses leveled, leaving piles of debris; steel structures badly damaged; trees debarked by small flying debris; cars and trains thrown some distances or rolled considerable distances; large missiles generated.
F5	261-318	<b>Incredible damage.</b> Whole frame houses tossed off foundations; steel-reinforced concrete structures badly damaged; automobile-sized missiles generated; trees debarked; incredible phenomena can occur.
F6-F12	319 to sonic	<b>Inconceivable damage.</b> Should a tornado with the maximum wind speed in excess of F5 occur, the extent and types of damage may not be conceived. A number of missiles such as iceboxes, water heaters, storage tanks, automobiles, etc. will create serious secondary damage on structures.

Source: <http://weather.latimes.com/tornadoFAQ.asp>

## **LOCAL HAZARD MITIGATION PLAN 2022**

### **SECTION 7.4 WINDSTORM**

#### Microbursts

Unlike tornados, microbursts are strong, damaging winds, which strike the ground and often give the impression a tornado has struck. They frequently occur during intense thunderstorms. The origin of a microburst is downward moving air from a thunderstorm's core. However, unlike a tornado, they affect only a rather small area.

Tornados, like those that occur every year in the Midwest and Southeast parts of the United States, are a rare phenomenon in most of California, with most tornado-like activity coming from microbursts.

#### **History of Windstorms in Southern California**

While the effects of Santa Ana Winds are often overlooked, it should be noted that in 2003, two deaths in Southern California were directly related to the fierce condition. A falling tree struck one woman in San Diego.<sup>3</sup> The second death occurred when a flying pickup truck cover launched by the Santa Ana Winds hit a passenger in a vehicle.<sup>4</sup>

#### **Windstorms in Arcadia**

##### December 1988 - Windstorm

Fifty- to sixty-mile per hour winds blew through Arcadia. Over forty trees were uprooted, power lines were knocked down, structures were damaged, and there was even a 150-gallon diesel fuel spill when a semi-truck's fuel line was ripped apart by a fallen street sign. Some residents were left without power for days and about 200 lost telephone services. City officials said it would take about a week to 10 days to clean up all the debris.<sup>5</sup>

##### January 2003 – Windstorm

Eighty- to one hundred-mile an hour winds swept through Arcadia causing major damage to the south end of the City. Twenty-nine Edison power poles were knocked down and another six suffered severe damage; all needing to be replaced by metal poles. More than 250,000 people were without power. Businesses suffered damage, lost customers, and product spoiled. One business owner said he lost over \$500 in spoiled food that required refrigeration and at least twenty-five regular customers.<sup>6</sup>

##### October 2009 -Windstorm

High winds with gusts up to eighty miles per hour blew through Southern California. Although Arcadia received less damage than some other southland cities, power lines were damaged and caused 16,000 Edison customers in and around Arcadia to be without electricity.<sup>7</sup>

##### December 2011 – Windstorm

High north winds with gusts up to 70 miles per hour blew through the San Gabriel Valley. For a period of time the entire community of Arcadia was without electrical power and many major transportation arteries were blocked with down trees and wires. The City of Arcadia activated its Emergency Operations Center and declared a local emergency. The EOC remained fully

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activated through December 5, 2011. Many residents were without electrical service for up to one week. The City of Arcadia opened up a warming/charging center for residents during the event. Emergency crews worked through the first week clearing trees from roadways to gain emergency access. Public works crews worked through January 2012 clearing debris piles in the public right of ways. The total cost to the City of Arcadia for response to and recover from the incident was approximately \$2,800,000.

### Windstorm Hazard Assessment

A windstorm event in the region can range from short term microburst activity lasting only minutes to a long duration Santa Ana wind condition that can last for several days as in the case of the January 2003 Santa Ana wind event. Windstorms in the City of Arcadia area can cause extensive damage including heavy tree stands, exposed coastal properties, road and highway infrastructure, and critical utility facilities.

The map shows clearly the direction of the Santa Ana winds as they travel from the stable, high-pressure weather system called the Great Basin High through the canyons and towards the low-pressure system off the Pacific. Clearly the area of the City of Arcadia is in the direct path of the ocean-bound Santa Ana winds.



Map from NASA's "Observatorium"

### Probability

When looking at damaging wind events, it is important to look at the frequency they have occurred in order to estimate the probability of an event taking place in the future. After the 2011 Windstorm event, Scott Sukup of the NOAA/NWS Oxnard, CA office wrote a paper titled "Damaging Downslope Wind Events in the San Gabriel Valley of Southern California". In the paper he stated, "Damaging wind events in the San Gabriel Valley that are associated with strong north to NNE flow over the San Gabriel Mountain Range are a very rare phenomenon. From October 1979 through March 2014, there were only nine events with documented wind damage in this area. Of these nine events, the 1 December 2011 and 6 January 1997 events were the only events to produce widespread damage across most of the foothill and valley areas south of the SGM. It is estimated that extreme events such as these occur about once every 10-20 years, while less significant events occur once every 3-5 years."<sup>8</sup>

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### **Risk Analysis**

With an analysis of the high wind and tornado events depicted in the “Local History” section, we can deduce the common windstorm impact areas including impacts on life, property, utilities, infrastructure, and transportation. Additionally, if a windstorm disrupts power to local residential communities, the American Red Cross and City resources might be called upon for care and shelter duties. Displacing residents and utilizing City resources for shelter staffing and disaster cleanup can cause an economic hardship on the community.

### Life and Property

Based on the history of the region, windstorm events can be expected, perhaps annually, across widespread areas of the region, which can be adversely impacted during a windstorm event. This can result in the involvement of City of Arcadia’s emergency response personnel during a wide-ranging windstorm or microburst tornadic activity. Both residential and commercial structures with weak reinforcement are susceptible to damage. Wind pressure can create a direct and frontal assault on a structure, pushing walls, doors, and windows inward. Conversely, passing currents can create lift suction forces that pull building components and surfaces outward. With extreme wind forces, the roof or entire building can fail causing considerable damage. Such damage occurred to property on December 2011 when severe windstorm knocked down power lines, disrupted traffic and electrical service.

Debris carried along by extreme winds can directly contribute to loss of life and indirectly to the failure of protective building envelopes, siding, or walls. When severe windstorms strike a community, downed trees, power lines, and damaged property can be major hindrances to emergency response and disaster recovery.

The Beaufort scale below, coined and developed by Sir Francis Beaufort in 1805, illustrates the effect that varying wind speed can have on sea swells and structures:

Beaufort Force	Speed (mph)	Wind Description - State of Sea - Effects on Land
0	Less 1	Calm - Mirror-like - Smoke rises vertically
1	1-3	Light - Air Ripples look like scales; No crests of foam - Smoke drift shows direction of wind, but wind vanes do not
2	4-7	Light Breeze - Small but pronounced wavelets; Crests do not break - Wind vanes move; Leaves rustle; You can feel wind on the face
3	8-12	Gentle Breeze - Large Wavelets; Crests break; Glassy foam; A few whitecaps - Leaves and small

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twigs move constantly; Small, light flags are extended

4	13-18	Moderate Breeze - Longer waves; Whitecaps - Wind lifts dust and loose paper; Small branches move
5	19-24	Fresh Breeze - Moderate, long waves; Many whitecaps; Some spray - Small trees with leaves begin to move
6	25-31	Strong Breeze - Some large waves; Crests of white foam; Spray - Large branches move; Telegraph wires whistle; Hard to hold umbrellas
7	32-38	Near Gale - White foam from breaking waves blows in streaks with the wind - Whole trees move; Resistance felt walking into wind
8	39-46	Gale - Waves high and moderately long; Crests break into spin drift, blowing foam in well marked streaks - Twigs and small branches break off trees; Difficult to walk
9	47-54	Strong Gale - High waves with wave crests that tumble; Dense streaks of foam in wind; Poor visibility from spray - Slight structural damage
10	55-63	Storm - Very high waves with long, curling crests; Sea surface appears white from blowing foam; Heavy tumbling of sea; Poor visibility - Trees broken or uprooted; Considerable structural damage
11	64-73	Violent Storm - Waves high enough to hide small and medium sized ships; Sea covered with patches of white foam; Edges of wave crests blown into froth; Poor visibility - Seldom experienced inland; Considerable structural damage
12	>74	Hurricane - Sea white with spray. Foam and spray render visibility almost non-existent - Widespread damage. Very rarely experienced on land.

Source: <http://www.compuweather.com/decoder-charts.html>

#### Utilities

Historically, falling trees have been the major cause of power outages in the region. Windstorms such as strong microbursts and Santa Ana Wind conditions can cause flying debris and downed utility lines. For example, tree limbs breaking in winds of only 45 mph can be thrown over 75 feet. As such, overhead power lines can be damaged even in relatively minor windstorm events. Falling trees can bring electric power lines down to the pavement, creating the possibility of lethal electric shock. Rising population growth and new infrastructure in the region creates a higher probability for damage to occur from windstorms as more life and property are exposed to risk.

#### Infrastructure

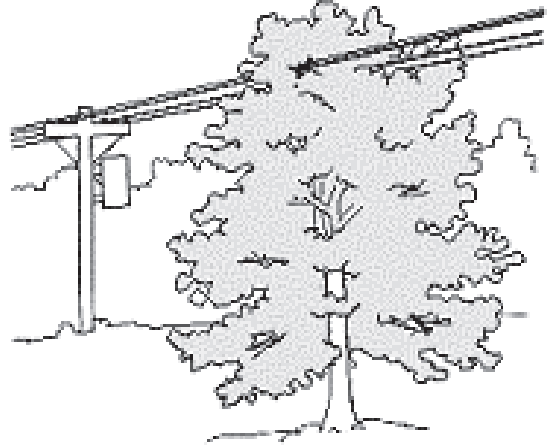
Windstorms can damage buildings, power lines, and other property and infrastructure due to falling trees and branches. During wet winters, saturated soils cause trees to become less stable and more vulnerable to uprooting from high winds.

Windstorms can result in collapsed or damaged buildings or blocked roads and bridges, damaged traffic signals, streetlights, and parks, among others. Roads blocked by fallen trees during a

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windstorm may have severe consequences to people who need access to emergency services. Emergency response operations can be complicated when roads are blocked or when power supplies are interrupted. Industry and commerce can suffer losses from interruptions in electric services and from extended road closures. They can also sustain direct losses to buildings, personnel, and other vital equipment. There are direct consequences to the local economy resulting from windstorms related to both physical damages and interrupted services.



### Increased Fire Threat

Perhaps the greatest danger from windstorm activity in Southern California comes from the combination of the Santa Ana winds with the major fires that occur every few years in the urban/wildland interface. With the Santa Ana winds driving the flames, the speed and reach of the flames is even greater than in times of calm wind conditions. The higher fire hazard raised by a Santa Ana wind condition requires that even more care and attention be paid to proper brush clearances on property in the wildland/urban interface areas.

### Transportation

Windstorm activity can have an impact on local transportation in addition to the problems caused by downed trees and electrical wires blocking streets and highways. During periods of extremely strong Santa Ana winds, major highways can be temporarily closed to truck and recreational vehicle traffic. However, typically these disruptions are not long lasting, nor do they carry a severe long-term economic impact on the region.

### **Existing Windstorm Mitigation in Arcadia**

As stated, one of the most common problems associated with windstorms is power outage. High winds commonly occur during winter storms, and can cause trees to bend, sag, or fail (tree limbs or entire trees), coming into contact with nearby distribution power lines. Fallen trees can cause short-circuiting and conductor overloading. Wind-induced damage to the power system causes power outages to customers, incurs cost to make repairs, and in some cases can lead to ignitions that start wild land fires.

One of the strongest and most widespread existing mitigation strategies pertains to tree clearance. Currently, California State Law requires utility companies to maintain specific clearances (depending on the type of voltage running through the line) between electric power lines and all vegetation.

Enforcement of the following California Public Resource Code Sections provides guidance on tree pruning regulations:<sup>9</sup>

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- 4293: Power Line Clearance Required
- 4292: Power Line Hazard Reduction
- 4291: Reduction of Fire Hazards Around Buildings
- 4171: Public Nuisances

The following pertain to tree pruning regulations and are taken from the California Code of Regulations:

- Title 14: Minimum Clearance Provisions
- Sections 1250-1258
- General Industry Safety Orders
- Title 8: Group 3: Articles 12, 13, 36, 37, 38
- California Penal Code Section 385

Finally, the following California Public Utilities Commission section has additional guidance:

[http://www.treesaregood.com/tree-care/avoiding\\_conflicts.asp](http://www.treesaregood.com/tree-care/avoiding_conflicts.asp)

California Public Utilities Commission  
General Order 95: Rule 35

Homeowner Liability

Failure to allow a utility company to comply with the law can result in liability to the homeowner for damages or injuries resulting from a vegetation hazard. Many insurance companies do not cover these types of damages if the policy owner has refused to allow the hazard to be eliminated.

The power companies, in compliance with the above regulations, collect data about tree failures and their impact on power lines. This mitigation strategy assists the power company in preventing future tree failure. From the collection of this data, the power company can advise residents as to the most appropriate vegetative planting and pruning procedures.

Economic Impact

The City of Arcadia has a total assessed valuation of \$15,676,471,562. This can be further broken into:

Residential properties valued at	\$12,959,501,963
Commercial properties valued at	\$ 1,524,210,934
Other properties valued at	\$ 1,192,758,665

A windstorm would only influence a specific portion of the city and each event would be unique. A more detailed projected economic impact cannot be obtained. The impact of a wind driven wildfire will be discussed under the section devoted to a wildfire hazard.

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### Community Issues Summary

A windstorm within Arcadia can create local impacts with power outages in neighborhoods and trees down blocking traffic. Major streets blocked by trees would also impact traffic within neighboring communities. Several major power lines that feed the San Gabriel Valley run through Arcadia and have been impacted by previous windstorms.

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## LOCAL HAZARD MITIGATION PLAN 2022

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#### **Definition of a Wildfire**

A sweeping and destructive conflagration especially in a wilderness or a rural area.<sup>i</sup>

#### **Wildfire Related Hazards**

There are three categories of interface fire:<sup>ii</sup> The classic wildland/urban interface exists where well-defined urban and suburban development presses up against open expanses of wildland areas. The mixed wildland/urban interface is characterized by isolated homes, subdivisions, and small communities situated predominantly in wildland settings. The occluded wildland/urban interface exists where islands of wildland vegetation occur inside a largely urbanized area. Certain conditions must be present for significant interface fires to occur. The most common conditions include hot, dry and windy weather; the inability of fire protection forces to contain or suppress the fire; the occurrence of multiple fires that overwhelm committed resources; and a large fuel load (dense vegetation). Once a fire has started, several conditions influence its behavior, including fuel topography, weather, drought and development.

Southern California has two distinct areas of risk for wildland fire. The foothills and lower mountain areas are covered with scrub brush or chaparral. The higher elevations of mountains also have heavily forested terrain. The lower elevations covered with chaparral create one type of exposure.

#### The Interface

One challenge Southern California faces regarding the wildfire hazard is from the increasing number of houses being built on the urban/wildland interface. Every year the growing population has expanded further and further into the hills and mountains, including forestlands. The increased "interface" between urban/suburban areas and the open spaces created by this expansion has produced a significant increase in threats to life and property from fires and has pushed existing fire protection systems beyond original or current design and capability. Property owners in the interface are not aware of the problems and threats they face. Therefore, many owners have done very little to manage or offset fire hazards or risks on their own property. Furthermore, human activities increase the incidence of fire ignition and potential damage.

#### Fuel

Fuel is the material that feeds a fire and is a key factor in wildfire behavior. Fuel is classified by volume and by type. Volume is described in terms of "fuel loading," or the amount of available vegetative fuel. The type of fuel also influences wildfire. Chaparral is a primary fuel of Southern California wildfires. Chaparral communities experience long dry summers and receive most of their annual precipitation from winter rains. Although chaparral is often considered as a single species, there are two distinct types: hard chaparral and soft chaparral. Within these two types are dozens of different plants, each with its own particular characteristics.

#### Topography

Topography influences the movement of air, thereby directing a fire course. For example, if the percentage of uphill slope doubles, the rate of spread in wildfire will

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likely double. Gulches and canyons can funnel air and act as chimneys, which intensify fire behavior and cause the fire to spread faster. Solar heating of dry, south-facing slopes produces up slope drafts that can complicate fire behavior. Unfortunately, hillsides with hazardous topographic characteristics are also desirable residential areas in many communities. This underscores the need for wildfire hazard mitigation and increased education and outreach to homeowners living in interface areas.

#### Weather

Weather patterns combined with certain geographic locations can create a favorable climate for wildfire activity. Areas where annual precipitation is less than 30 inches per year are extremely fire susceptible.<sup>iii</sup> High-risk areas in Southern California share a hot, dry season in late summer and early fall when high temperatures and low humidity favor fire activity. The so-called “Santa Ana” winds, which are heated by compression as they flow down to Southern California from Utah, create a particularly high risk, as they can rapidly spread what might otherwise be a small fire.

#### Drought

Recent concerns about the effects of climate change, particularly drought, are contributing to concerns about wildfire vulnerability. The term drought is applied to a period in which an unusual scarcity of rain causes a serious hydrological imbalance. Unusually dry winters, or significantly less rainfall than normal, can lead to relatively drier conditions and leave reservoirs and water tables lower. Drought leads to problems with irrigation and may contribute to additional fires, or additional difficulties in fighting fires.

#### Development

Growth and development in scrubland and forested areas is increasing the number of human-made structures in Southern California interface areas. Wildfire has an effect on development, yet development can also influence wildfire. Owners often prefer homes that are private, have scenic views, are nestled in vegetation and use natural materials. A private setting may be far from public roads, or hidden behind a narrow, curving driveway. These conditions, however, make evacuation and firefighting difficult. The scenic views found along mountain ridges can also mean areas of dangerous topography. Natural vegetation contributes to scenic beauty, but it may also provide a ready trail of fuel leading a fire directly to the combustible fuels of the home itself.

#### History of Wildfires in California

Large fires have been part of the Southern California Landscape. Five of the top ten fires based on acreage in California have occurred since 2003. On the next page is the top ten list.

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Table 7.5-1 Ten Largest Wildfires in California Based on Acreage.

<b>Fire Name</b>	<b>Date</b>	<b>County</b>	<b>Acres</b>
<b>August Complex</b>	<b>August 200</b>	<b>Mendocino, Humboldt, Trinity, Tehama, Glenn, Lake &amp; Colusa</b>	<b>1,032,649</b>
<b>Mendocino Complex</b>	<b>July 2018</b>	<b>Colusa, Lake, Mendocino &amp; Glenn</b>	<b>459,123</b>
<b>SCU Lightning Complex</b>	<b>August 2020</b>	<b>Stanislaus,, Santa Clara, Alameda, Contra costa, San Joaquin</b>	<b>396,624</b>
<b>Creek Fire</b>	<b>September 2020</b>	<b>Fresno &amp; Madrea</b>	<b>377,693</b>
<b>LNU Lightning Complex</b>	<b>August 2020</b>	<b>Sonoma, Lake, Napa, Yolo &amp; solano</b>	<b>363,220</b>
<b>North Complex</b>	<b>August 2020</b>	<b>Butte, Plumas &amp; Yuba</b>	<b>318,930</b>
<b>Thomas</b>	<b>December-17</b>	<b>Ventura &amp; Santa Barbara</b>	<b>287,893</b>
<b>Cedar</b>	<b>October-03</b>	<b>San Diego</b>	<b>273,246</b>
<b>Rush</b>	<b>August-12</b>	<b>Lassen</b>	<b>271,911 CA / 43,666 NV</b>
<b>Rim</b>	<b>August-13</b>	<b>Tuolumne</b>	<b>257,314</b>

CALFIRE 11/3/2020

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**History of Wildfires in and near Arcadia**

Bobcat Fire

In September 2020 the Bobcat Fire began at the Cogswell Reservoir area of the Angeles National Forest. Throughout the next week fire burned toward the City of Arcadia. One week after the Bobcat Fire started, it had reached the ridge line directly above the City of Arcadia. Three hundred homes were evacuated as a precaution. Due to firefighting efforts, no homes were damaged within Arcadia. All the displaced residents were allowed back into their homes four days later. In total the Bobcat Fire burned for more than three weeks and consumed over 116,000 acres within the Angeles National Forest.

Santa Anita II Fire

In April 2008 the Santa Anita II Fire began on Santa Anita Canyon Road and burned West to the foothills above Sierra Madre, CA. Over 600 acres burned, one out building was lost, and four minor injuries to personnel fighting the fire. Over 400 people had to be evacuated from the community of Sierra Madre as the fire raged dangerously close to homes. The fire consumed almost 600 acres and was contained in about a week.

Madison Fire

In April 2013 the Madison Fire took place in foothills above the community of Monrovia immediately adjacent to the City of Arcadia. When the fire was contained 213 acres had been consumed and no property was damaged.

Colby Fire

In January of 2014 the Colby Fire took place in the foothill above the communities of Azusa and Glendora in the East end of the San Gabriel Valley. The fire burned more than 1,992 acres and destroyed 15 properties including 5 residences.

Fish Fire

In June of 2016 the Fish Fire broke out above the community of Duarte in the San Gabriel Valley. 3,700 acres were burned in the fire and there was no reported damage to structures.

Station Fire

In late August 2009, an arsonist started a fire in the hills above La Cañada Flintridge, California. The flames raged for over two months and experts stated that the embers wouldn't be completely extinguished until a big winter storm. The fire claimed 160,577 acres (251 sq. mi), 209 structures destroyed, including 89 homes, and the lives of two LA County Firefighters. The blaze threatened 12,000 structures in the National Forest and the nearby communities of La Cañada Flintridge, Glendale, Acton, La Crescenta, Littlerock and Altadena, as well as the Sunland and Tujunga neighborhoods of the City of Los Angeles. The blaze is the 15<sup>th</sup> largest in California history.

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**Wildfire Hazard Assessment**

Wildfire hazard areas are commonly identified in regions of the wildland/urban interface. Ranges of the wildfire hazard are further determined by the ease of fire ignition due to natural or human conditions and the difficulty of fire suppression. The wildfire hazard is also magnified by several factors related to fire suppression/control such as the surrounding fuel load, weather, topography, and property characteristics. Generally, hazard identification rating systems are based on weighted factors of fuels, weather and topography. Table 11.3 illustrates a rating system to identify wildfire hazard risk (with a score of 3 equaling the most danger and a score of 1 equaling the least danger.)

**Sample Hazard Identification Rating System Table**

**Table 7.5-2**

Category	Indicator	Rating
Roads and Signage	Steep; narrow; poorly signed	3
	One or two of the above	2
	Meets all requirements	1
Water Supply	None, except domestic	3
	Hydrant, tank, or pool over 500 feet away	2
	Hydrant, tank, or pool within 500 feet	1
Location of the Structure	Top of steep slope with brush/grass below	3
	Mid-slope with clearance	2
	Level with lawn, or watered groundcover	1
Exterior Construction	Combustible roofing, open eaves, Combustible siding	3
	One or two of the above	2
	Non-combustible roof, boxed eaves, non-combustible siding	1

In order to determine the "base hazard factor" of specific wildfire hazard sites and interface regions, several factors must be taken into account. Categories used to assess the base hazard factor include: topographic location, characteristics, and fuels; site/building construction and design; site/region fuel profile (landscaping); defensible space; accessibility; fire protection response; and water availability.

The use of Geographic Information System (GIS) technology in recent years has been a great asset to fire hazard assessment, allowing further integration of fuels, weather, and

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topography data for such ends as fire behavior prediction, watershed evaluation, mitigation strategies, and hazard mapping.

**Probability**

Southern California and Los Angeles County have an extensive history of wildfires. Between 1993 and today, there have been wildland fires in the foothills of Arcadia on numerous occasions. These include:

<b>Year</b>	<b>Fire Name</b>	<b>Acreage</b>
1993	Kinneloa	5700
1999	Santa Anita I	100
2002	Chantry Rd	11
2008	Santa Anita II	600
2009	Station Fire	160,577
2013	Madison	213
2017	Norumbega	5
2021	Chantry Flats	3
2021	Bobcat	116,000

These fires took place either above Arcadia or an immediate neighbors of Sierra Madre and Monrovia. This averages out to a significant wildland fire once every 4.5 years.

**Risk Analysis**

Southern California residents are served by a variety of local fire departments as well as county, state and federal fire resources. Data that includes the location of interface areas in the county can be used to assess the population and total value of property at risk from wildfire and direct these fire agencies in fire prevention and response.

Key factors included in assessing wildfire risk include ignition sources, building materials and design, community design, structural density, slope, vegetative fuel, fire occurrence and weather, as well as occurrences of drought. Refer to Map 7-5 to see the wildfire hazard ratings in the City of Arcadia.

The National Wildland/Urban Fire Protection Program has developed the Wildland/Urban Fire Hazard Assessment Methodology tool for communities to assess their risk to wildfire. For more information on wildfire hazard assessment refer to <http://www.Firewise.org>.

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#### Growth and Development in the Interface

The hills and mountainous areas of Southern California are considered to be interface areas. The development of homes and other structures is encroaching onto the wildland and is expanding the wildland/urban interface. The interface neighborhoods are characterized by a diverse mixture of varying housing structures, development patterns, ornamental and natural vegetation and natural fuels.

In the event of a wildfire, vegetation, structures and other flammables can merge into unwieldy and unpredictable events. Factors important to the fighting of such fires include access, firebreaks, proximity of water sources, distance from a fire station and available firefighting personnel and equipment. Reviewing past wildland/urban interface fires shows that many structures are destroyed or damaged for one or more of the following reasons: Combustible roofing material; Wood construction; Structures with no defensible space; Fire department with poor access to structures; Subdivisions located in heavy natural fuel types; Structures located on steep slopes covered with flammable vegetation; Limited water supply; and Winds over 30 miles per hour.

#### Economic Impact

The assess valuation of the Wildland Interface Area is \$829,408,125.00. This is for all of the properties located in the Interface area as depicted on Map 7-5. A fire impacting the area on a small scale would obviously result in less of an economic impact.

#### **Current Mitigation in Arcadia**

##### Buildings

Often times the reason structures are lost or damaged in wildland urban interface fires is due to wood shake roof coverings. The City of Arcadia Municipal Code 8130.18 has been implemented to reduce the risk of fire to structures in the City.

##### Arcadia Municipal Code 8130.18

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. (See Map 7-5).

The City of Arcadia implements Title 19 California Health and Safety Code and the City of Arcadia Municipal Codes to ensure the fire safety in building construction and materials.

##### Equipment

The Arcadia Fire Department has outfitted all of their stations with new engines capable of producing Compressed Air Foam systems (CAFs). CAFs enable firefighters to pre-treat homes with retardant foam in the event of a fire nearby. It also enables firefighters

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to extinguish fires using less water, thus putting less demand on an already inundated water system.

#### Operations

On Red Flag Warning days the Arcadia Fire Department often staffs extra personnel and makes patrols in areas with high probability of wildfire ignition.

In the event a wildland fire does occur in or around the City of Arcadia the Fire Department has created a Brush and Structure Pre-Fire Plan. The plan includes maps of the City with vital information required for operations on a wildland fire. Information includes but is not limited to: location of hydrants, potential staging areas, potential command posts, safe refuge zones, schools, and other critical information for use in the event of a wildland urban interface fire in or near the City of Arcadia.

#### Road Access

Road access is a major issue for all emergency service providers. As development encroaches into the rural areas of the county, the number of houses without adequate turn-around space is increasing. In many areas, there is not adequate space for emergency vehicle turnarounds in single-family residential neighborhoods, causing emergency workers to have difficulty doing their jobs because they cannot access houses. As fire trucks are large, firefighters are challenged by narrow roads and limited access, when there is inadequate turn around space, the fire fighters can only work to remove the occupants, but cannot safely remain to save the threatened structures. However, pre-planning, evacuation notices, and road closures help to assist firefighters with mobility in the event of a fire.

#### Water Supply

Firefighters in remote and rural areas are faced by limited water supply and lack of hydrant taps. Rural areas are characteristically outfitted with small diameter pipe water systems, inadequate for providing sustained firefighting flows.

In the City of Arcadia all new water main lines are eight inch and fire hydrant laterals are six inch. However, older pipes that were installed years ago do not meet the size standards and may be only four inches. Older pipes are upgraded as funds become available or as an opportunity arises and are addressed in sections of our Water Master Plan. They are also addressed completely in Section 7 (Domestic Water System) in City Water Standards. Replacement of older pipes is ongoing. Fire hydrants in Arcadia are spaced at 300 feet in both commercial and residential areas. Though there are some areas where spacing is greater, Public Works adds hydrants and adjusts spacing as lines are replaced. Most hydrants in the City are supplied at about one hundred psi. However, the City has a minimum pressure of twenty psi that each hydrant is to be supplied at all times. The water system is gravity fed and will supply water to hydrants for at least two hours in the event the City is without power.

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### SECTION 7.5 WILDFIRES

#### Interface Fire Education Programs and Enforcement

The biggest concern during a wildland urban interface fire is loss of life and property. Mitigation of loss to life and property begins with the residents and their pre-plans. To assist the residents in planning for a wildland urban interface fire the Arcadia Fire Department implemented an Annual Brush Clearance Program. The program begins by mailing a pamphlet detailing fire hazard reduction and safety guidelines. The pamphlet includes information about maintaining a defensible space, use of fire resistive building materials, planning escape routes, and preparations in the event of a fire near their home. The program is continued by Fire Department inspections of homes. Every May, firefighters assess the defensible space and specific hazards in order to further mitigate loss of life and property. The inspections also help to familiarize firefighters with the area to further assist them in the event of a fire.

The Arcadia Fire Department Prevention Bureau has also produced various public safety announcements about smoke alarms, wildfire safety, holiday safety, and the use of fire extinguishers. The videos are played on the Arcadia City channel and are designed to help educate the public on fire safety.

#### **Federal Programs**

The role of the federal land managing agencies in the wildland /urban interface is reducing fuel hazards on the lands they administer; cooperating in prevention and education programs; providing technical and financial assistance; and developing agreements, partnerships and relationships with property owners, local protection agencies, states and other stakeholders in wildland/urban interface areas. These relationships focus on activities before a fire occurs, which render structures and communities safer and better able to survive a fire occurrence.

Federal Emergency Management Agency (FEMA) Programs, FEMA is directly responsible for providing fire suppression assistance grants and, in certain cases, major disaster assistance and hazard mitigation grants in response to fires. The role of FEMA in the wildland /urban interface is to encourage comprehensive disaster preparedness plans and programs, increase the capability of state and local governments and provide for a greater understanding of FEMA programs at the federal, state and local levels.<sup>iv</sup>

#### **U.S. Forest Service**

The U. S. Forest Service (USFS) is involved in a fuel-loading program implemented to assess fuels and reduce hazardous buildup on forestlands. The USFS is a cooperating agency and, while it has little to no jurisdiction in the lower valleys, it has an interest in preventing fires in the interface, as fires often burn up the hills and into the higher elevation US forest lands.

#### **Other Mitigation Programs and Activities**

Some areas of the country are facing wildland/urban issues collaboratively. These are model programs that include local solutions. Summit County, Colorado, has developed a hazard and risk assessment process that mitigates hazards through zoning requirements. In California, the Los Angeles County Fire Department has retrofitted more than 100 fire

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.5 WILDFIRES**

engines with fire retardant foam capability and Orange County is evaluating a pilot insurance grading and rating schedule specific to the wildland/urban interface. All are examples successful programs that demonstrate the value of pre-suppression and prevention efforts when combined with property owner support to mitigate hazards within the wildland/urban interface.

**Community Issues Summary**




Radio repeater sites are in the WUI area of Arcadia. These serve radios within Arcadia and neighboring communities. There are four reservoir locations within the WUI area of Arcadia

Works Cited




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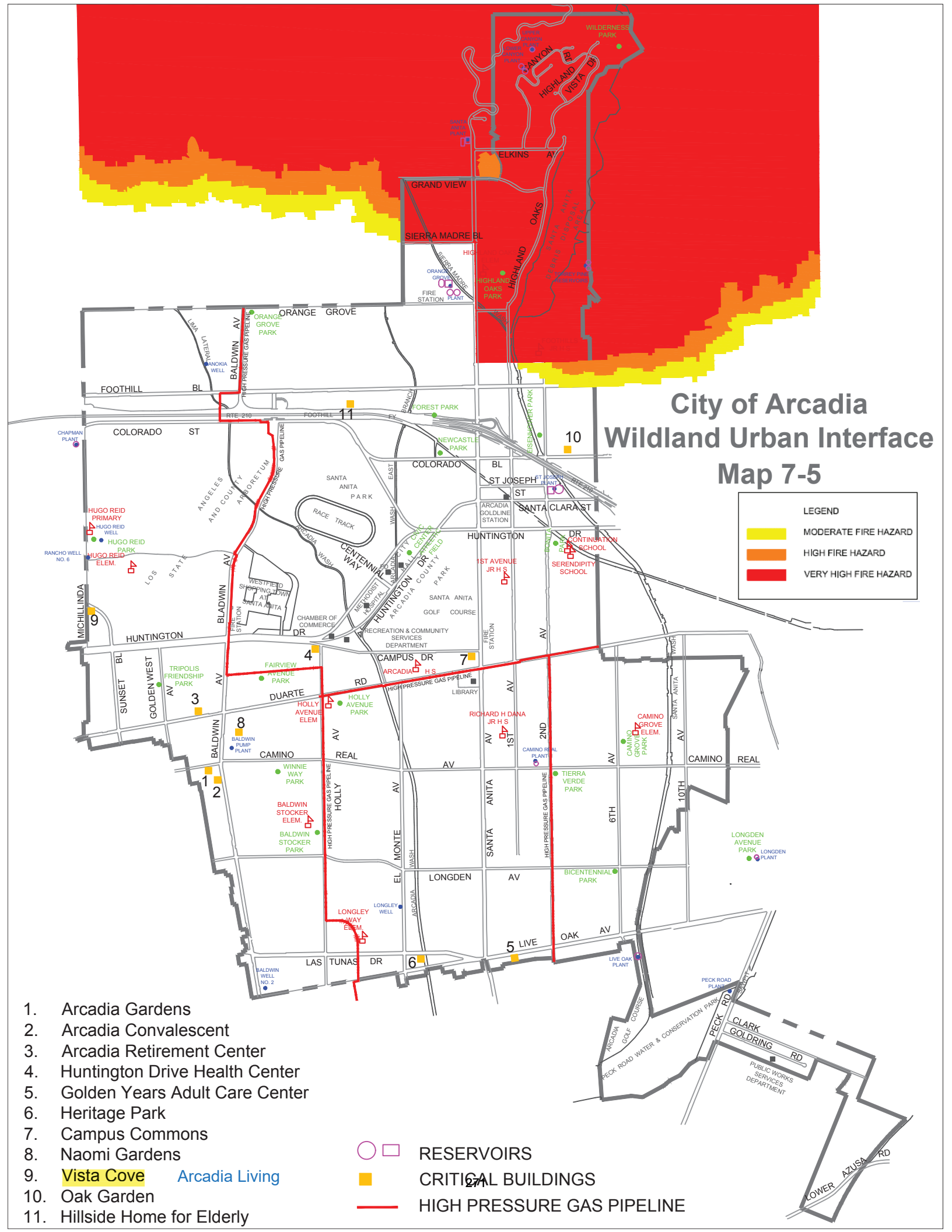
- i <http://www.merriam-webster.com/>
- ii Planning for Natural Hazards: The Oregon Technical Resource Guide, (July 2000) Department of Land Conservation and Development
- iii Planning for Natural Hazards: The Oregon Technical Resource Guide, (July 2000), Department of Land Conservation and Development
- iv Source: National Interagency Fire Center, Boise ID and California Division of Forestry, Riverside Fire Lab.

# City of Arcadia Wildland Urban Interface Map 7-5

LEGEND	
	MODERATE FIRE HAZARD
	HIGH FIRE HAZARD
	VERY HIGH FIRE HAZARD

1. Arcadia Gardens
2. Arcadia Convalescent
3. Arcadia Retirement Center
4. Huntington Drive Health Center
5. Golden Years Adult Care Center
6. Heritage Park
7. Campus Commons
8. Naomi Gardens
9. **Vista Cove** Arcadia Living
10. Oak Garden
11. Hillside Home for Elderly

-  RESERVOIRS
-  CRITICAL BUILDINGS
-  HIGH PRESSURE GAS PIPELINE



## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.6 DROUGHT

#### **Definition of Drought**

There are four different ways that drought can be defined:

Meteorological – a measure of departure of precipitation from normal. Due to climatic differences, what is considered a drought in one location may not be a drought in another location.

Agricultural – refers to a situation when the amount of moisture in the soil no longer meets the needs of a particular crop.

Hydrological – occurs when surface and subsurface water supplies are below normal.

Socioeconomic – refers to the situation that occurs when physical water shortage begins to affect people.

#### **Location of Impact**

Drought has the potential to impact all areas of the City of Arcadia.

#### **Concept of Drought**

Drought is an insidious hazard of nature. Although it has different definitions, it originates from a deficiency of precipitation over an extended period of time, usually a season or more. This deficiency results in a water shortage for some activity, group, or environmental sector. Drought should be considered relative to some long-term average condition of balance between precipitation and evapo-transpiration (i.e., evaporation + transpiration) in a particular area, a condition often perceived as “normal”. It is also related to the timing (i.e., principal season of occurrence, delays in the start of the rainy season, occurrence of rains in relation to principal crop growth stages) and the effectiveness of the rains (i.e., rainfall intensity, number of rainfall events). Other climatic factors such as high temperature, high wind, and low relative humidity are often associated with it in many regions of the world and can significantly aggravate its severity. Drought should not be viewed as merely a physical phenomenon or natural event. Its impacts on society result from the interplay between a natural event (less precipitation than expected resulting from natural climatic variability) and the demand people place on water supply. Human beings often exacerbate the impact of drought. Recent droughts in both developing and developed countries and the resulting economic and environmental impacts and personal hardships have underscored the vulnerability of all societies to this “natural hazard.”

A five-year drought has parched soils, lowered reservoirs and weakened forests. If the past is any guide, the dry spell could go on for decades.

One dry year does not normally constitute a drought in California, but serves as a reminder of the need to plan for droughts. California’s extensive system of water supply infrastructure – its reservoirs, groundwater basins, and inter-regional conveyance facilities – mitigates the effect of short-term dry periods for most water users. Hydrologic conditions constituting a drought for water users in one location may not constitute a drought for water users elsewhere, or for water users having a different water supply. Individual water suppliers may use criteria such as

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.6 DROUGHT

rainfall/runoff, amount of water in storage, or expected supply from a water wholesaler to define their water supply conditions.

Drought is a gradual phenomenon. Although droughts are sometimes characterized as emergencies, they differ from typical emergency events. Most natural disasters, such as floods or forest fires, occur relatively rapidly and afford little time for preparing for disaster response. Droughts occur slowly, over a multiyear period. There is no universal definition of when a drought begins or ends. Impacts of drought are typically felt first by those most reliant on annual rainfall – ranchers engaged in dry land grazing, rural residents relying on wells in low-yield rock formations, or small water systems lacking a reliable source. Criteria used to identify statewide drought conditions do not address these localized impacts. Drought impacts increase with the length of a drought, as carry-over supplies in reservoirs are depleted and water levels in groundwater basins decline.

#### **Past California Droughts**

Droughts exceeding three years are relatively rare in Northern California, the source of much of the State’s developed water supply. The 1929-34 drought established the criteria commonly used in designing storage capacity and yield of large Northern California reservoirs.

One approach to supplementing California’s limited period of measured data is to statistically reconstruct data through the study of tree rings (called dendrochronology). Information on the thickness of annual growth rings can be used to infer the wetness of the season. Site-specific approaches to supplementing the historical record can include age-dating dry land plant remains now submerged in place by rising water levels, or sediment and pollen studies. For example, a 1994 study of relict tree stumps rooted in present-day lakes, rivers, and marshes suggested that California sustained two epic drought periods, extending over more than three centuries. The first epic drought lasted more than two centuries before the year 1112; the second drought lasted more than 140 years before 1350. In this study, the researcher used drowned tree stumps rooted in Mono Lake, Tenaya Lake, West Walker River, and Osgood Swamp in the central Sierra Nevada. These investigations indicate that California has been subject to droughts more severe and more prolonged than those witnessed in the brief historical record.

Between 1986 and 1992, California endured one of its longest droughts ever observed. Drought worsened in 1988 as much of the United States also suffered from severe drought. In California, the six-year drought ended in late 1992 after a significant El Niño event.

Between 2007 and 2009, California saw three years of drought conditions, the 12th worst drought period in the state's history, and the first drought for which a statewide proclamation of emergency was issued. This period of drought also saw greatly reduced water diversions from the state water project. The summer of 2007 saw some of the worst wildfires in Southern California history

Between 2011 and 2017 California was in a statewide drought. In January 2014, California Governor Brown issued a drought emergency proclamation. The actions taken by the City of Arcadia during this time period are listed in the “**Arcadia’s Current Mitigation of Drought**” section later in this document.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.6 DROUGHT**

**Extent of Drought**

The Drought Severity Classification Table below describes the significance of each drought category

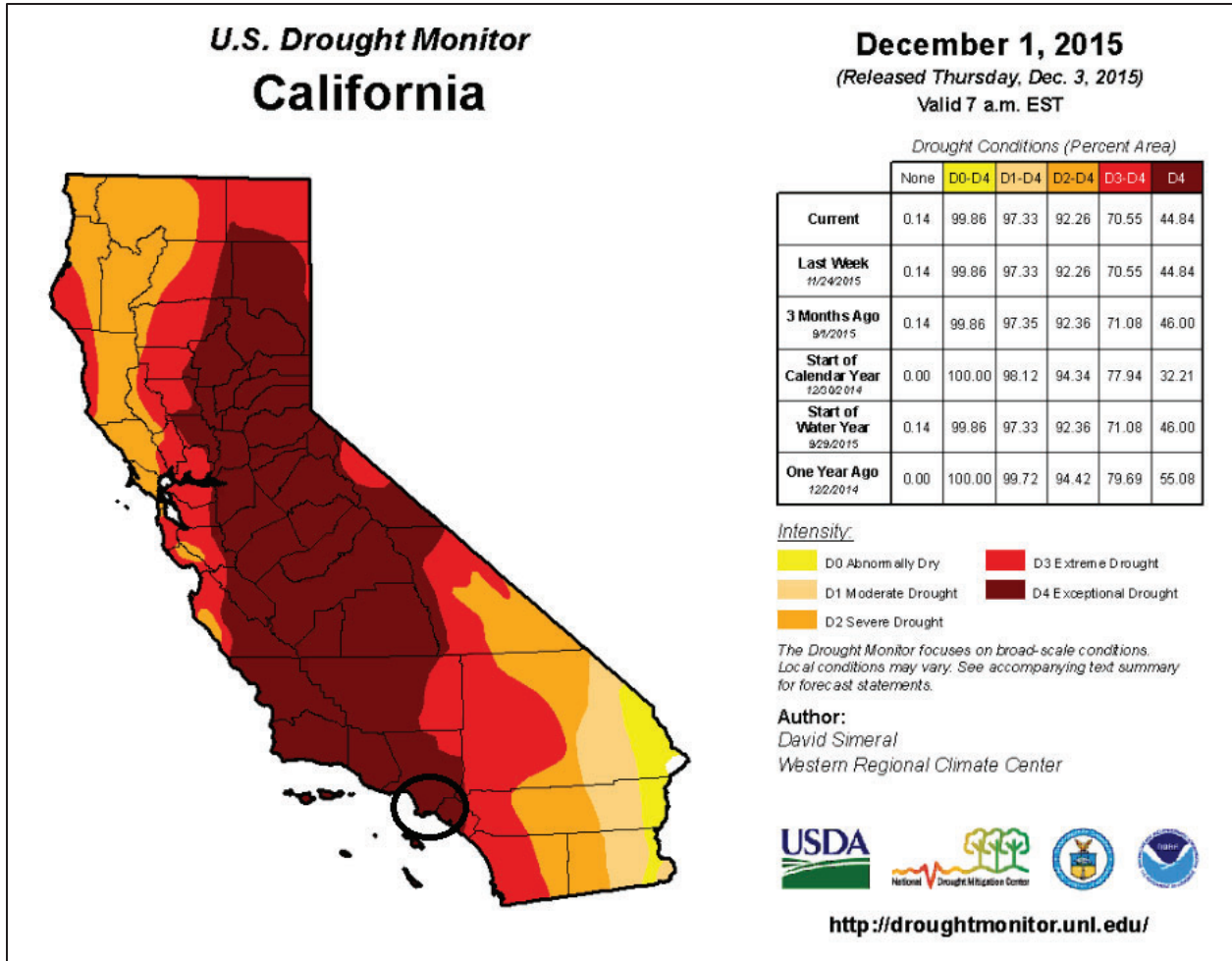
<b>Drought Severity Classifications</b>						
Category	Description	Possible Impacts	Ranges			
			Palmer Drought Index	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered	-1.0 to -1.9	21-30	21-30	-0.5 to -0.7
D1	Moderate Drought	Some damage to crops, pastures; streams, reservoirs, or wells low, some water shortages developing or imminent; voluntary water-use restrictions requested	-2.0 to -2.9	11-20	11-20	-0.8 to -1.2
D2	Severe Drought	Crop or pasture losses likely; water shortages common; water restrictions imposed	-3.0 to -3.9	6-10	6-10	-1.3 to -1.5
D3	Extreme Drought	Major crop/pasture losses; widespread water shortages or restrictions	-4.0 to -4.9	3-5	3-5	-1.6 to -1.9
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0-2	0-2	-2.0 or less

Source: [https://www.weather.gov/riw/drought\\_index](https://www.weather.gov/riw/drought_index)

The following maps show the extent of drought between 2015 and 2020. The City of Arcadia is located in Los Angeles County in the State of California. Los Angeles County is circled in each map. The maps can be found at: <https://droughtmonitor.unl.edu/Maps/MapArchive.aspx>.

LOCAL HAZARD MITIGATION PLAN 2022  
SECTION 7.6 DROUGHT

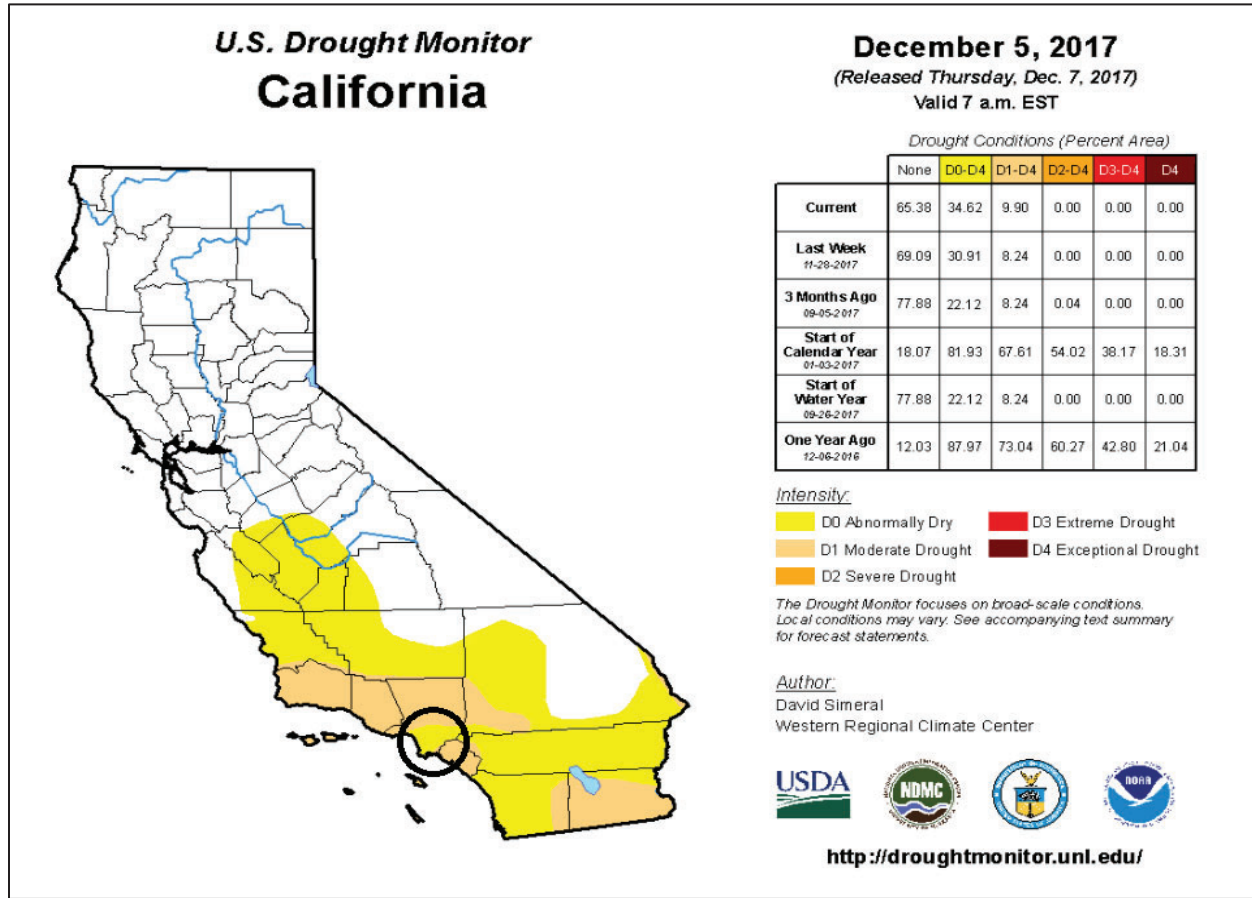
2015



<https://droughtmonitor.unl.edu/Maps/MapArchive.aspx>

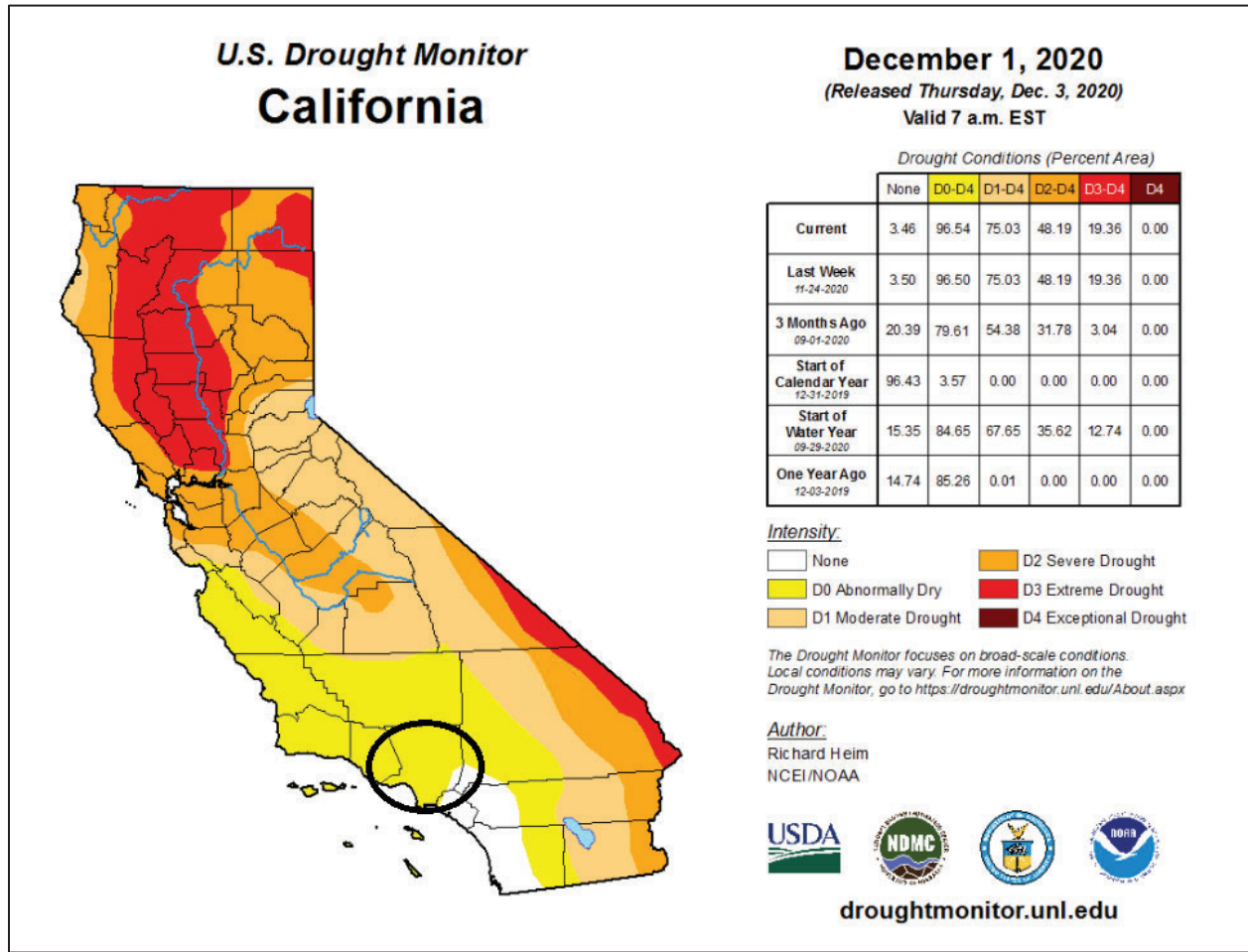
LOCAL HAZARD MITIGATION PLAN 2022  
SECTION 7.6 DROUGHT

2017



LOCAL HAZARD MITIGATION PLAN 2022  
SECTION 7.6 DROUGHT

2020



**Impacts of Drought**

Drought produces a complex web of impacts that spans many sectors of the economy and reaches well beyond the area experiencing physical drought. This complexity exists because water is integral to our ability to produce goods and provide services.

Impacts are commonly referred to as direct or indirect. Reduced crop, rangeland, and forest productivity; increased fire hazard; reduced water levels; increased livestock and wildlife mortality rates; and damage to wildlife and fish habitat are a few examples of direct impacts. The consequences of these impacts illustrate indirect impacts. For example, a reduction in crop, rangeland, and forest productivity may result in reduced income for farmers and agribusiness, increased prices for food and timber, unemployment, reduced tax revenues because of reduced expenditures, increased crime, foreclosures on bank loans to farmers and businesses, migration, and disaster relief programs. Direct or primary impacts are usually biophysical. Conceptually speaking, the more removed the impact from the cause, the more complex the link to the cause.

## LOCAL HAZARD MITIGATION PLAN 2022

### SECTION 7.6 DROUGHT

In fact, the web of impacts becomes so diffuse that it is very difficult to come up with financial estimates of damages. The impacts of drought can be categorized as economic, environmental, or social.

Many economic impacts occur in agriculture and related sectors, including forestry and fisheries, because of the reliance of these sectors on surface and subsurface water supplies. In addition to obvious losses in yields in both crop and livestock production, drought is associated with increases in insect infestations, plant disease, and wind erosion. Droughts also bring increased problems with insects and diseases to forests and reduce growth. The incidence of forest and range fires increases substantially during extended droughts, which in turn places both human and wildlife populations at higher levels of risk.

Income loss is another indicator used in assessing the impacts of drought because so many sectors are affected. Reduced income for farmers has a ripple effect. Retailers and others who provide goods and services to farmers face reduced business. This leads to unemployment, increased credit risk for financial institutions, capital shortfalls, and loss of tax revenue for local, state, and federal government. Less discretionary income affects the recreation and tourism industries. Prices for food, energy, and other products increase as supplies are reduced. In some cases, local shortages of certain goods result in the need to import these goods from outside the stricken region. Reduced water supply impairs the navigability of rivers and results in increased transportation costs because products must be transported by rail or truck. Hydropower production may also be curtailed significantly.

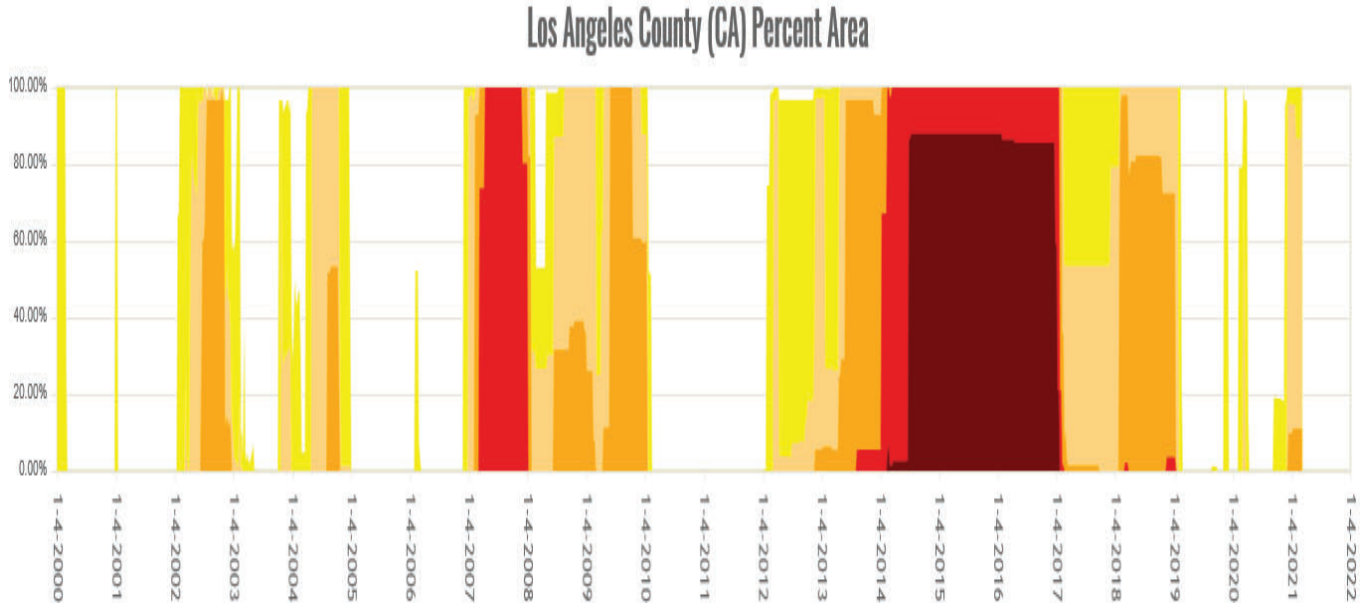
Environmental losses are the result of damages to plant and animal species, wildlife habitat, and air and water quality; forest and range fires; degradation of landscape quality; loss of biodiversity; and soil erosion. Some of the effects are short-term and conditions quickly return to normal following the end of the drought. Other environmental effects linger for some time or may even become permanent. Wildlife habitat, for example, may be degraded through the loss of wetlands, lakes, and vegetation. However, many species will eventually recover from this temporary aberration. The degradation of landscape quality, including increased soil erosion, may lead to a more permanent loss of biological productivity of the landscape. Although environmental losses are difficult to quantify, growing public awareness and concern for environmental quality has forced public officials to focus greater attention and resources on these effects.

Social impacts mainly involve public safety, health, conflicts between water users, reduced quality of life, and inequities in the distribution of impacts and disaster relief. Many of the impacts specified as economic and environmental have social components as well. Population out-migration is a significant problem, often stimulated by greater availability of food and water elsewhere. Migration is usually to urban areas within the stressed area or to regions outside the drought area; migration may even be to adjacent countries, creating refugee problems. However, when the drought has abated, these persons seldom return home, depriving rural areas of valuable human resources necessary for economic development. For the urban area to which they have immigrated, they place ever-increasing pressure on the social infrastructure, possibly leading to greater poverty and social unrest.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.6 DROUGHT**

**Probability of Drought**

Probability is the likelihood of a hazard occurring in the future. The graph below shows approximately four droughts between 2000 and 2020 in Los Angeles County. The drought between 2014-2017 was severe.



Source: National Weather Service <https://droughtmonitor.unl.edu/Data/Timeseries.aspx>

Below is a table listing the frequency and severity of drought in Los Angeles County. Based on the table, Los Angeles County has experienced three years of Exceptional Drought in the past 20 years. Therefore, the County has the potential to experience an Exceptional Drought once every 6.7 years. Climate change might increase or decrease this probability in the future.

Year	Drought Condition	Year	Drought Condition
2001	None	2011	None
2002	Moderate Drought	2012	Moderate Drought
2003	Abnormally Dry	2013	Severe Drought
2004	Abnormally Dry	2014	Exceptional Drought
2005	None	2015	Exceptional Drought
2006	Abnormally Dry	2016	Exceptional Drought
2007	Severe Drought	2017	Abnormally Dry
2008	Moderate Drought	2018	Severe Drought
2009	Severe Drought	2019	Abnormally Dry
2010	None	2020	Abnormally Dry

<https://droughtmonitor.unl.edu/Maps/MapArchive.aspx>

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.6 DROUGHT**

On the site listed above National Weather Service Forecast Offices were used for the Area Type and Los Angeles, CA (LOX) was used as the Area. The data compared the readings from the first week in December between 2001 and 2020.

**Arcadia’s Source of Water**

The City’s water supply sources include groundwater rights in the Main San Gabriel Basin, Raymond Basin and direct delivery of treated imported water from Metropolitan Water District. The reliability of the water supply for the City is primarily dependent upon the management of the Main San Gabriel Basin and Raymond Basin. The management of both basins is based on their adjudication. The City pumps groundwater from both basins and can rely on the water supply sources of both basins in an average water year, a single-dry water year and during multiple-dry water years.

**California Drought Legislation**

The State of California delegates drought planning to local authorities. However, in light of the current drought conditions for the past three (3) years, the California Legislature passed Senate Bill 7x-7 of 2009, and the Governor signed it into law in November 2009. This comprehensive water package was a plan crafted to meet California’s growing water challenges. It was a major step towards ensuring a reliable water supply for future generations, as well as restoring the Sacramento-San Joaquin Delta and other ecologically sensitive areas. More importantly, the law is directed at water conservation and includes the requirement that the State reduce urban per capita water use by twenty (20) percent by the year 2020.

**Arcadia’s Current Mitigation of Drought**

Mitigating drought—taking actions in advance of drought to reduce its long-term risk—can involve a wide range of tools. These tools include policies, activities, plans, and programs.

The California Urban Water Management Planning Act, which became effective on January 1, 1985, requires every Urban Water Supplier to prepare and adopt an Urban Water Management Plan and to periodically review its Management Plan every five (5) years and make any amendments or changes which are indicated by review. The primary objective of the Act is to direct urban water suppliers to evaluate their existing water conservation efforts and, to the extent practicable, to review and implement alternative and supplemental water conservation measures. As such, the City has adopted and implemented the Urban Water Management Plan and continues to update it on a regular basis as required by law.

This Management Plan details demand management measures implemented by the City to increase and encourage water conservation in the community. Many demand management measures are in cooperation with the Upper San Gabriel Valley Municipal Water District in addition to the City’s own efforts.

In the event of a water shortage or water emergency, the City has also established a Water Conservation Plan (Plan) in the Arcadia Municipal Code:

ARTICLE VII. - PUBLIC WORKS,  
CHAPTER 5. - WATER RATES, SERVICE CHARGES AND REGULATIONS

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 7.6 DROUGHT**

**PART 5. - REGULATIONS**

**DIVISION 3. - WATER CONSERVATION PLAN**

The Plan is intended for the conservation of available water supply to minimize the adverse impacts of a drought or water supply emergency conditions. Specifically, the Plan implements water rationing in eight (8) phases, reducing water usage by a certain percentage in each phase.

To further mitigate the impacts of drought, the City is also exploring conservation pricing in order to encourage and enhance water conservation efforts.

In 2014 in response to the California Governor Brown's Emergency Drought Declaration, the Arcadia City Council adopted Resolution No. 7009 in February 2014 to implement a voluntary Water Conservation Program to reduce water use by 20 percent. After several months of voluntary conservation Statewide, the target reduction percentage was far from being met. Therefore, in July 2014, the State Water Resources Control Board adopted emergency water conservation regulations consisting of the following elements: water restrictions on outdoor water use for all Californians; a requirement that water suppliers implement their Water Shortage Contingency Plans; and the requirement that water suppliers provide monthly data on water production.

In order to comply with the regulations, the Arcadia City Council adopted Resolution No. 7044 on August 5, 2015, implementing Phase I of the City's Water Conservation Plan. These regulations are still in effect as of the writing of this plan.

**Community Issues Summary**

The City of Arcadia has its own water company and draws water from the water table beneath the community. A prolonged drought may impact our ability to obtain water from the aquifer. A prolonged drought would also change the susceptibility of the wildland fuel bed surrounding the north end of Arcadia making it more prone to a wildfire.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 8 HUMAN CAUSED HAZARDS**

When developing the Local Hazard Mitigation Plan for the City of Arcadia, the committee decided to place the hazards into two broad categories. The categories are Natural Hazards and Human Caused Hazards. Section 8 of the plan covers Human Caused Hazards. The hazards are:

- Section 8.1 Hazardous Materials Release
- Section 8.2 Terrorism Event
- Section 8.3 Train Accident

All data tables and maps included in this section were updated during the revision of this plan.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 8.1 HAZARDOUS MATERIALS RELEASE**

**Description of Hazard**

Hazardous waste/materials are widely used at and/or created by facilities such as hospitals, wastewater treatment plants, water treatment plants and industrial manufacturing warehouses. Several household products such as cleaning supplies and paint are also considered hazardous materials. Hazardous materials include:

- Explosives
- Flammable, nonflammable, and poisonous gases
- Flammable liquids
- Flammable, spontaneously combustible, and dangerous when wet solids
- Oxidizers and organic peroxides
- Poisons and infectious substances
- Radioactive materials
- Corrosive materials.

Both mobile and external hazardous materials releases can spread and affect a wide area, through the release of plumes of chemical, biological, or radiological elements or leaks or spills. Conversely, internal releases are more likely to be confined to the structure the material is stored in. Chemical may be corrosive or otherwise damaging over time. A hazardous materials release could also result in fire or explosion. Contamination may be carried out of the immediate area of the incident by people, vehicles, wind, and water. Weather conditions can increase the size and intensity of the hazardous materials release. Topography such as hills and canyons can increase the size of the release or make it more difficult to contain.

**Location and Extent of Hazard in Arcadia**

Over 160 business owners within Arcadia are required to submit a hazardous materials business plan with the local Certified Unified Program Agencies. In addition to being present at known businesses, hazardous materials are transported within and through Arcadia on a daily basis.

**History of Hazardous Materials Releases in Arcadia**

Most releases that have occurred in Arcadia have been minor releases and easily mitigated in compliance with industry standards in accordance with State and Federal regulations. There have been no significant historical events to report to date.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 8.2 TERRORISM EVENT**

**Description of Hazard**

There is no single, universally accepted definition of terrorism, and it can be interpreted in many ways. The term usually refers to intentional, criminal malicious acts. Terrorism is defined in the Code of Federal Regulations (CFR) as "...the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives." (28 CFR, Section 0.85). For the purposes of this plan, terrorism refers to the use of weapons of mass destruction, including biological, chemical, nuclear, and radiological weapons; arson, incendiary, explosive, and armed attacks; and industrial sabotage and intentional hazardous materials releases. Many of these incidents can be well-planned, coordinated attacks with multiple suspects, or the result of a lone individual on a rampage.

**Location and Extent of Hazard**

Terrorism can occur throughout the entire city but due to terrorisms' intended purpose it would most likely happen in more populous areas where more devastation, hear, and chaos will ensue

**History of Terrorism Events in Arcadia**

The city has little-to-no experience of terrorist events.

## **LOCAL HAZARD MITIGATION PLAN 2022**

### **SECTION 8.3 TRAIN ACCIDENT**

#### **Definition of Train Accident**

Train accidents are defined as any accidents involving public or private trains carrying passengers or cargo along the rail corridor. Train accidents, like other transportation accidents, are less likely to lead to a state or federal disaster declaration, than other hazards previously and afore mentioned.

#### **Train Accident Related Hazards**

In September 2015, train service was re-established in the City of Arcadia. The Los Angeles County Metropolitan Transit Authority extended a light rail commuter line through Arcadia connecting communities in the eastern San Gabriel Valley with Downtown Los Angeles. Train accidents are localized, and the incidents result in limited impacts at the community level. However, if the train is in a highly populated death and injuries can occur.

With the exception of the light rail line, no other rail lines run through the City of Arcadia. The closest freight line is the Burlington Northern Santa Fe Railway located 4 miles south of Arcadia in the City of El Monte.

#### **Train Accident Hazard Assessment**

There is only one at grade crossing for the light rail train running through the City of Arcadia. A portion of the light rail in Arcadia is located in the center divider of the 210 Freeway. Neighboring communities have had a few events involving big rig trucks that have come off the 210 Freeway and ended up on the train tracks

Train accidents can occur anytime during the year.

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 9 ACTION ITEMS**

The following action items have been placed into three categories based on the Local Hazard Mitigation Plan Committees recommendations. The LHMP Committee considered ease, cost, and importance of completion. The following three categories rank the achievability of each action item; category one action items being the action items to be completed first, and respectively category three being the last.

**Category One**

**Wildfire A**

Continue to maintain a separation between flammable vegetation and structures within the Wildland Urban Interface.

Implementation Ideas:

- Continue annual brush safety inspections
- Adopt new standards on building construction for hardening of structures in the wildland urban interface.
- Look into funding options for vegetation clearance on public infrastructure in the wildland-urban interface

Coordinating Organization: Fire Department  
Funding Source: Fire Department  
Timeline: Ongoing  
Constraints: Funding

**Wildfire B**

Work with partner agencies to limit the threat of a wind driven wildland fire to the community.

Implementation Ideas:

Incorporate SCE Public Safety Power Shutoff plans and grid maps into City of Arcadia Base Map.

Coordinating Organization: Fire Department  
Funding Source: Fire Department  
Timeline: Ongoing  
Constraints: Funding

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 9 ACTION ITEMS**

**Earthquake A**

Work to ensure minimal interruption in city services in the event of an earthquake

Implementation Ideas

Integrate Earthquake Early Warning Systems into Fire Station Alerting  
Integrate Earthquake Early Warning Systems into operation of city water wells and pumping stations  
Secure equipment within City facilities to protect employees and citizens.

Coordinating Organization	Public Works Services / Fire Department
Funding Source	Operating Budget / Mitigation Grants
Timeline	Ongoing
Constraints	Funding

**Earthquake B**

Adopt and enforce current building safety and seismic regulations

Implementation Ideas

Adopt and incorporate new versions of Building and Fire Codes

Coordinating Organization	Fire Department / Development Services
Funding Source	Operating Budget
Timeline	During next code update cycle
Constraints	None

**LOCAL HAZARD MITIGATION PLAN 2022**  
**SECTION 9 ACTION ITEMS**

**Multi Hazard A**

Create and maintain communication mediums through which the City can communicate with the public on both an outgoing and incoming basis.

Implementation Ideas:

- Continue to Update and Enhance methods to communicate with the public. Look into process to be able to provide Wireless Emergency Alerts to the community.

Coordinating Organization: City Manager's Office  
Funding: General Fund/City Operating Budget/City Manager's Office, Fire Department, Police Department, Public Works Services Department  
Timeline: Ongoing  
Constraints: Staff time

**Multi Hazard B**

Work on lessening the impact a loss of electrical power would have on the community.

Implementation Ideas:

- Update and maintain the back-up power that is available for key city infrastructure in the event of a power disruption to windstorm, wildfire, earthquake, etc.

Coordinating Organization: City of Arcadia Public Works Services  
Funding Source: Public Works  
Timeline: Within the next three years  
Constraints: Cost associated with purchasing equipment.

**Category Two**

**Slope Failure A**

Improve the capabilities of managing debris from Slope Failure events by developing a debris management strategy for the City of Arcadia.

Ideas for implementation:

- Work with L.A. County Department of Public Works on establishing a regional Debris Management Plan.

Coordinating Organization: City of Arcadia Public Works Services. L.A. County Department of Public Works  
Funding Source: Public Work Agencies  
Timeline: Within the next three years  
Constraints: Limited staff time,

LOCAL HAZARD MITIGATION PLAN 2022  
SECTION 9 ACTION ITEMS

**Windstorm A**

Identify and implement projects to reduce the damage caused by trees during a windstorm.

Ideas for Implementation:

- Continue regular tree trimming procedures:
  - Continue four-year tree trimming grid for optimum effectiveness to maintain healthy trees.
  - Ensure trees in the public right-of-way are trimmed to maintain a clearance from all electric power lines as specified in the California Code of Regulations and the California Public Utilities Commission
  - Continue to remove trees that are dead, diseased, or dying.
  - Continue the Crown Restoration Program to preserve the health of large aging trees
  - Ensure proper tree trimming techniques as approved by the Professional Arborist Association
  - Provide public education materials to residents to make them aware of the need to regularly maintain and trim their own trees
  - Update Urban Forest Master Plan to include type of trees to plant, when to plant, where easement trees will be placed, and how and when they will be maintained.

<u>Coordinating Organization:</u>	Public Works Services Department
<u>Funding Source:</u>	General Fund and Gas Tax
<u>Timeline:</u>	Ongoing
<u>Constraints:</u>	Limited staff time and capital resources to fund Tree Trimming Contractors

**Hazardous Materials A**

Reduce the threat of a Hazardous Materials Release in Arcadia.

Implementation Ideas:

- Provide information to residents on Local Household Hazardous Materials Collection Events
- Update known hazardous material storage locations.

<u>Coordinating Organization:</u>	Fire Department
<u>Funding Source:</u>	Fire Department
<u>Timeline:</u>	Annually
<u>Constraints:</u>	Staff time for updating policies

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**Terrorism A**

Lessen the impact that a terrorist event would have city infrastructure.

Implementation Ideas:

- Strengthen City Facilities and Networks to prevent physical and cyber attacks

Coordinating Organization: Police Department  
Funding Source: General Fund, Police, Fire, and Public Works budgets  
Timeline: One year  
Constraints: Limited staff time

**Terrorism B**

Lessen the impact that a terrorist event would have on the community.

Implementation Ideas:

- Develop a Stop the Bleed Campaign and provide stop the bleed materials in City Buildings

Coordinating Organization: Fire Department  
Funding Source: General Fund, Grants budgets  
Timeline: One year  
Constraints: Limited staff time

**Transportation A**

Reduce the frequency of vehicle coming into contact with Metro Gold Line Train while travelling along with 210 Freeway

Implementation Ideas:

- Work with CALTRANS to aid in increasing the height of the barrier wall separating the Gold Line right of way from the 210 Freeway to protect the light rail right of way from vehicles losing control and ending up on the tracks.

Coordinating Organization: Development Services Department  
Funding Source: State of California  
Timeline: Within next three years  
Constraints: Lengthy approval process

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**Category Three**

**Drought A**

Identify and implement projects to reduce the impact of drought.

Implementation Ideas:

- Conserve water resources by:
  - Improving leak detection capability of the Public Works Services Staff
  - Continuing to provide water audits for indoor/outdoor uses
  - Updating the City’s Urban Water Management Plan to ensure water supply in the future
  - Funding Capital Improvement Projects to improve the reliability and sustainability of the City’s water distribution system
  - Develop and implement a Tiered Water Rate Pricing Structure

Coordinating Organization: Public Works Services Department  
Funding Source: Water Fund (revenue generated from billing for water service)  
Timeline: Short Term (within the next five years)  
Constraints: Limited staff time, resistance from public and lack of public participation.

**Capability Assessment**

Listed below are the City of Arcadia’s current capabilities to carry out mitigation efforts. The capabilities are divided into the four categories of Planning and Regulatory, Administrative and Technical, Financial and, Education and Outreach.

Planning and Regulatory

Plans	Yes/No Year	Does the plan address hazards? Does the plan identify projects to include in the mitigation strategy? Can the plan be used to implement mitigation actions?
City Master Plan (General Plan)	Yes 2010	Safety element of plan discusses hazards
Capital Improvement Plan	Yes 2020	Plan can be used to implement mitigation actions
Economic Development Plan	Yes 2010	No

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Local Emergency Operations Plan	Yes 2013	The EOP address various hazards
Continuity of Operations plan	No	
Transportation Plan	Yes	Does not address hazards
Stormwater Management Plan	Yes 2015	Yes
Community Wildfire Protection Plan	No	
<b>Building Code, Permitting and Inspections</b>	<b>Yes/No Year</b>	<b>Are Codes Adequately enforced?</b>
Building Code	Yes 2019	Yes
Building Code Effectiveness grading schedule (BCEGS) Score	Yes 2019	Score is 2 for residential and commercial
Fire Department ISO Rating	Yes 2018	Class I rating
<b>Land Use Planning and Ordinances</b>	<b>Yes/No Year</b>	<b>Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?</b>
Zoning Ordinance	Yes	Yes, yes
Subdivision Ordinance	Yes	Yes, Yes
Natural hazard specific ordinance (stormwater, steep slope, wildfire)	Yes	Yes, yes
Floor Insurance Rate Maps	No	City does not participate in program.

How can Planning and Regulatory be expanded? This can be expanded by incorporating the plan into the upcoming General Plan update.

**Administrative and Technical**

<b>Administrative</b>	<b>Yes/No</b>	<b>Describe capability. Is coordination effective?</b>
Planning Commission	Yes	
Mitigation Planning Committee	Yes	Consists of representatives from each city department
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Yes	Arcadia Public Works have plans in place.
Mutual aid agreements	Yes	Fire and Law have automatic and mutual aid agreements in place. Coordination is effective.

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<b>Staff</b>	<b>Yes/No FT/PT</b>	<b>Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?</b>
Chief Building Official	Yes FT	Yes
Emergency Manager	Yes PT	Staff is trained and coordination takes place
Community Planner	Yes FT	
Civil Engineer	Yes FT	
GIS Coordinatior	Yes PT	Staff from various departments handle GIS needs for their respective departments
<b>Technical</b>	<b>Yes/No</b>	<b>Describe capability. Has capability been used to assess/mitigate risk in the past?</b>
Warning systems/services (Reverse 911, outdoor warning signals)	Yes	Reverse 911. System has been used to educate, warn and evacuate public.
Grant writing	Yes	City staff has been assigned to apply for grants. City staff can apply for FEMA mitigation grants and other funding to be used for mitigation activities.
HAZUS analysis	No	

How can these capabilities be expanded and improved to reduce risk? One method to increase in the above area is to get a dedicated GIS coordinator within the city to make the data easily available to all staff. These GIS capabilities can be used for mitigation planning, grant applications and coordination.

**Financial**

<b>Funding Resource</b>	<b>Access / Eligibility (Yes/No)</b>	<b>Has the funding resource been used in the past and for what type of activities? Could the resource be used to fund future mitigation actions?</b>
Capital improvements project funding	Yes	Funding used for annual maintenance projects, drought mitigation and wildfire response equipment
Authority to levy taxes for specific purposes	Yes	
Fees for water, sever, gas or electric services.	Yes	

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Impact fees for new development	No	
Incur debt through general obligation bonds and/or special tax bonds	Yes	Obligation bond passed for build grade separation for light rail commuter line.
Community Development Block Grant	Yes	
Other federal funding programs	Yes	SHSGP Recipient

How can these capabilities be expanded and improved to reduce risk? One method to use is to pursue additional grant opportunities for mitigation activities.

**Education and Outreach**

<b>Program/Organization</b>	<b>Yes/No</b>	<b>Describe program/organization and how relates to disaster resilience and mitigation. Could the program/organization help implement future mitigation activities?</b>
Local citizen group or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes	City partners with American Red Cross for preparedness outreaches
Ongoing public education or information program (e.g. responsible water use, fire safety, household preparedness, environmental education)	Yes	Public education is conducted through social media, city newsletters, safety demonstrations and information tables at city events.
Natural disaster or safety related school programs	Yes	City annually participates in Great Shakeout with community partners
Firewise Communities certification	No	

How can these capabilities be expanded and improved to reduce risk? One way to expand and/or improve would be to look into opportunities to educate the public on the hazards present in the community and ways individuals can mitigate those hazards to protect their homes and businesses.

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## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 10 PLAN MAINTENANCE PROCESS

The plan maintenance section of this document details the formal process that will ensure that the City of Arcadia's Local Hazards Mitigation Plan remains an active and relevant document. The plan maintenance process includes a schedule for monitoring and evaluating the Plan annually and producing a plan revision every five years. This section describes how the city will integrate public participation throughout the plan maintenance process. Finally, this section includes an explanation of how City of Arcadia's government intends to incorporate the mitigation strategies outlined in this Plan into existing planning mechanisms such as the City General Plan, Capital Improvement Plans, and Building and Safety Codes.

### **Monitoring and Implementing the Plan**

#### Plan Adoption

The City Manager or designee will be responsible for submitting it to the State Hazard Mitigation Officer at The California Emergency Services Agency (CALEMA). CALEMA will then submit the plan to the Federal Emergency Management Agency (FEMA) for review. This review will address the federal criteria outlined in FEMA Interim Final Rule 44 CFR Part 201. Upon acceptance by FEMA, The City Council will be responsible for adopting the City of Arcadia's Local Hazard Mitigation Plan. This governing body has the authority to promote sound public policy regarding local hazards.

#### Coordinating Body

A City of Arcadia's Hazard Mitigation Advisory Committee will be responsible for coordinating implementation of Plan action items and undertaking the formal review process. The City Council / City Manager will assign representatives from City agencies, including, but not limited to, the current Hazard Mitigation Committee members.

#### Convener

The City Council will adopt the City of Arcadia's Local Hazard Mitigation Plan, and the City Manager will take responsibility for plan implementation. The City Manager will serve as a convener to facilitate the Hazard Mitigation Advisory Committee meetings, and will assign tasks such as updating and presenting the Plan to the members of the committee

#### Implementation through Existing Programs

The City of Arcadia addresses statewide planning goals and legislative requirements through its General Plan, Capital Improvement Plans, City Building and Safety Codes and other city documents. The Local Hazard Mitigation Plan provides a series of recommendations - many of which are closely related to the goals and objectives of existing planning programs.

The 2012 Local Hazard Mitigation Plan was referenced in the 2013 update of the City of Arcadia's Emergency Operations Plan (EOP). The previous LHMP was not adopted/referenced into any other City of Arcadia plans since its 2012 adoption.

## LOCAL HAZARD MITIGATION PLAN 2022 SECTION 10 PLAN MAINTENANCE PROCESS

During fiscal year 2021 – 2022 the Safety Element of the City of Arcadia’s General Plan will be updated. At that time staff will work toward adopting the Local Hazard Mitigation Plan into the Safety Element.

The goals and action items in the mitigation plan may be achieved through activities recommended in the city's Capital Improvement Plans (CIP). Various city departments develop CIP plans, and review them on an annual basis.

### **Economic Analysis of Mitigation Projects**

FEMA's approaches to identify the costs and benefits associated with natural hazard mitigation strategies, measures, or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis.

Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster-related damages later.

Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. Determining the economic feasibility of mitigating natural hazards can provide decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

Given federal funding, the City of Arcadia will use a FEMA-approved benefit/cost analysis approach to identify and prioritize mitigation action items. For other projects and funding sources, the Hazard Mitigation Advisory Committee will use other approaches to understand the costs and benefits of each action item and develop a prioritized list. For more information regarding economic analysis of mitigation action items, please see Appendix C of the Plan.

### **Evaluating and Updating the Plan**

#### Formal Review Process

The City of Arcadia’s Local Hazards Mitigation Plan will be evaluated on an annual basis to determine the effectiveness of programs, and to reflect changes in land development or programs that may affect mitigation priorities. The evaluation process includes a firm schedule and time line, and identifies the local agencies and organizations participating in plan evaluation. The convener or designee will be responsible for contacting the Hazard Mitigation Advisory Committee members and organizing the annual meeting.

The committee will review the goals and action items to determine their relevance to changing situations in the city, as well as changes in State or Federal policy, and to ensure they are addressing current and expected conditions. The committee will also review the risk assessment portion of the Plan to determine if this information should be updated or modified, given any new available data. The coordinating organizations responsible for the various action items will report on the status of their projects, the

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success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised.

Continued Public Involvement

The City of Arcadia is dedicated to involving the public directly in review and updates of the Local Hazard Mitigation Plan.

The public will also have the opportunity to provide feedback about the Plan. Copies of the Plan will be catalogued and kept at all of the appropriate agencies in the city. The existence and location of these copies will be publicized in the quarterly city newsletter "Arcadia News", which reaches every household in the city

In addition, copies of the plan and any proposed changes will be posted on the city website. This site will also contain an email address and phone number to which people can direct their comments and concerns.

A public meeting will also be held after each annual evaluation or when deemed necessary by the City Manager. The meetings will provide the public a forum for which they can express its concerns, opinions, or ideas about the Plan.

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Benefit/cost analysis is a key mechanism used by the California Office of Emergency Services, the Federal Emergency Management Agency, and other state and federal agencies in evaluating hazard mitigation projects, and is required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.

This appendix outlines several approaches for conducting economic analysis of natural hazard mitigation projects. It describes the importance of implementing mitigation activities, different approaches to economic analysis of mitigation strategies, and methods to calculate costs and benefits associated with mitigation strategies. Information in this section is derived in part from: The Interagency Hazards Mitigation Team, State Hazard Mitigation Plan, (Oregon State Police – Office of Emergency Management, 2000), and Federal Emergency Management Agency Publication 331, Report on Costs and Benefits of Natural Hazard Mitigation.

This section is not intended to provide a comprehensive description of benefit/cost analysis, nor is it intended to provide the details of economic analysis methods that can be used to evaluate local projects. It is intended to one (1) raise benefit/cost analysis as an important issue, and two (2) provide some background on how economic analysis can be used to evaluate mitigation projects.

**Why Evaluate Mitigation Strategies?**

Mitigation activities reduce the cost of disasters by minimizing property damage, injuries, and the potential for loss of life, and by reducing emergency response costs, which would otherwise be incurred.

Evaluating the Local Hazard Mitigation Plan provides decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects. Evaluating mitigation projects is a complex and difficult undertaking, which is influenced by many variables. First, natural disasters affect all segments of the communities they strike, including individuals, businesses, and public services such as fire, police, utilities, and schools.

Second, while some of the direct and indirect costs of disaster damages are measurable, some of the costs are non-financial and difficult to quantify in dollars. Third, many of the impacts of such events produce “ripple-effects” throughout the community, greatly increasing the disaster’s social and economic consequences.

While not easily accomplished, there is value, from a public policy perspective, in assessing the positive and negative impacts from mitigation activities, and obtaining an instructive benefit/cost comparison. Otherwise, the decision to pursue or not pursue various mitigation options would not be based on an objective understanding of the net benefit or loss associated with these actions.

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**What are Some Economic Analysis Approaches for Mitigation Strategies?**

The approaches used to identify the costs and benefits associated with natural hazard mitigation strategies, measures, or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis. The distinction between the two methods is the way in which the relative costs and benefits are measured. Additionally, there are varying approaches to assessing the value of mitigation for public sector and private sector activities.

**Benefit/Cost Analysis**

Benefit/cost analysis is used in local hazard mitigation to show if the benefits to life and property protected through mitigation efforts exceed the cost of the mitigation activity. Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster related damages later. Benefit/cost analysis is based on calculating the frequency and severity of a hazard, avoided future damages, and risk.

In benefit/cost analysis, all costs and benefits are evaluated in terms of dollars, and a net benefit/cost ratio is computed to determine whether a project should be implemented (i.e., if net benefits exceed net costs, the project is worth pursuing). A project must have a benefit/cost ratio greater than one in order to be pursued.

**Cost-Effectiveness Analysis**

Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. This type of analysis, however, does not necessarily measure costs and benefits in terms of dollars. Determining the economic feasibility of mitigating hazards can also be organized according to the perspective of those with an economic interest in the outcome. Hence, economic analysis approaches are covered for both public and private sectors as follows.

Investing in public sector mitigation activities

Evaluating mitigation strategies in the public sector is complicated because it involves estimating all of the economic benefits and costs regardless of who realizes them, and potentially to a large number of people and economic entities. Some benefits cannot be evaluated monetarily, but still affect the public in profound ways. Economists have developed methods to evaluate the economic feasibility of public decisions that involve a diverse set of beneficiaries and nonmarket benefits.

Investing in private sector mitigation activities

Private sector mitigation projects may occur on the basis of one of two approaches: it may be mandated by a regulation or standard, or it may be economically justified on its own merits. A building or landowner, whether a private entity or a public agency, required to conform to a mandated standard may consider the following options: Request cost sharing from public

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agencies; Dispose of the building or land either by sale or demolition; Change the designated use of the building or land and the hazard mitigation compliance requirement; Evaluate the most

Estimating the costs and benefits of a hazard mitigation strategy can be a complex process.

Employing the services of a specialist can assist in this process.

feasible alternatives and initiate the most cost effective hazard mitigation alternative.

The sale of a building or land triggers another set of concerns. For example, real estate disclosure laws can be developed which require sellers of real property to disclose known defects and deficiencies in the property, including earthquake weaknesses and hazards to prospective purchasers. Correcting deficiencies can be expensive and time consuming, but their existence can prevent the sale of the building. Conditions of a sale regarding the deficiencies and the price of the building can be negotiated between a buyer and seller.

**How can an Economic Analysis be Conducted?**

Benefit/cost analysis and cost-effectiveness analysis are important tools in evaluating whether or not to implement a mitigation activity. A framework for evaluating alternative mitigation activities is outlined below:

1. Identify the Alternatives: Alternatives for reducing risk from natural hazards can include structural projects to enhance disaster resistance, education and outreach, and acquisition or demolition of exposed properties, among others. Different mitigation project can assist in minimizing risk to hazards, but do so at varying economic costs.

2. Calculate the Costs and Benefits: Choosing economic criteria is essential to systematically calculating costs and benefits of mitigation projects and selecting the most appropriate alternative. Potential economic criteria to evaluate alternatives include:

- Determine the project cost: This may include initial project development costs, and repair and operating costs of maintaining projects over time.

- Estimate the benefits: Projecting the benefits or cash flow resulting from a project can be difficult. Expected future returns from the mitigation effort depend on the correct specification of the risk and the effectiveness of the project, which may not be well known. Expected future costs depend on the physical durability and potential economic obsolescence of the investment. This is difficult to project. These considerations will also provide guidance in selecting an appropriate salvage value. Future tax structures and rates must be projected.

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Financing alternatives must be researched, and they may include retained earnings, bond and stock issues, and commercial loans.

- Consider costs and benefits to society and the environment: These are not easily measured, but can be assessed through a variety of economic tools including existence value or contingent value theories. These theories provide quantitative data on the value people attribute to physical or social environments. Even without hard data, however, impacts of structural projects to the physical environment or to society should be considered when implementing mitigation projects.

- Determine the correct discount rate: Determination of the discount rate can just be the risk-free cost of capital, but it may include the decision maker's time preference and also a risk premium. Inflation should also be considered.

3. Analyze and Rank the Alternatives: Once costs and benefits have been quantified, economic analysis tools can rank the alternatives. Two methods for determining the best alternative given varying costs and benefits include: net present value and internal rate of return.

- Net present value: Net present value is the value of the expected future returns of an investment minus the value of expected future cost expressed in today's dollars. If the net present value is greater than the project costs, the project may be determined feasible for implementation. Selecting the discount rate, and identifying the present and future costs and benefits of the project calculates the net present value of projects.

- Internal Rate of Return: Using the internal rate of return method to evaluate mitigation projects provides the interest rate equivalent to the dollar returns expected from the project. Once the rate has been calculated, it can be compared to rates earned by investing in alternative projects. Projects may be feasible to implement when the internal rate of return is greater than the total costs of the project.

Once the mitigation projects are ranked on the basis of economic criteria, decision-makers can consider other factors, such as risk; project effectiveness; and economic, environmental, and social returns in choosing the appropriate project for implementation.

### **How are Benefits of Mitigation Calculated?**

#### Economic Returns of Local Hazard Mitigation

The estimation of economic returns, which accrue to building or land owners as a result of

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natural hazard mitigation, is difficult. Owners evaluating the economic feasibility of mitigation should consider reductions in physical damages and financial losses. A partial list follows:

- Building damages avoided
- Content damages avoided
- Inventory damages avoided
- Rental income losses avoided
- Relocation and disruption expenses avoided
- Proprietor's income losses avoided

These parameters can be estimated using observed prices, costs, and engineering data. The difficult part is to correctly determine the effectiveness of the hazard mitigation project and the resulting reduction in damages and losses. Equally as difficult is assessing the probability that an event will occur. The damages and losses should only include those that will be borne by the owner. The salvage value of the investment can be important in determining economic feasibility. Salvage value becomes more important as the time horizon of the owner declines. This is important because most businesses depreciate assets over a period of time.

Additional Costs of Disasters

Property owners should also assess changes in a broader set of factors that can change as a result of a large natural disaster. These are usually termed "indirect" effects, but they can have a very direct effect on the economic value of the owner's building or land. They can be positive or negative, and include changes in the following:

- Commodity and resource prices
- Availability of resource supplies
- Commodity and resource demand changes
- Building and land values
- Capital availability and interest rates
- Availability of labor
- Economic structure
- Infrastructure
- Regional exports and imports
- Local, state, and national regulations and policies
- Insurance availability and rates

Changes in the resources and industries listed above are more difficult to estimate and require models that are structured to estimate total economic impacts. Total economic impacts are the sum of direct and indirect economic impacts. Total economic impact models are usually not combined with economic feasibility models. Many models exist to estimate total economic impacts of changes in an economy. Decision makers should understand the total economic impacts of natural disasters in order to calculate the benefits of a mitigation activity. This suggests that understanding the local economy is an important first step in being able to understand the potential impacts of a disaster, and the benefits of mitigation activities.

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Additional Considerations

Conducting an economic analysis for potential mitigation activities can assist decision-makers in choosing the most appropriate strategy for their community to reduce risk and prevent loss from natural hazards. Economic analysis can also save time and resources from being spent on inappropriate or unfeasible projects. Several resources and models are listed on the following page that can assist in conducting an economic analysis for hazard mitigation activities.

Benefit/cost analysis is complicated, and the numbers may divert attention from other important issues. It is important to consider the qualitative factors of a project associated with mitigation that cannot be evaluated economically. There are alternative approaches to implementing mitigation projects. Many communities are looking towards developing multi-objective projects. With this in mind, opportunity rises to develop strategies that integrate local hazard mitigation with projects related to watersheds, environmental planning, community economic development, and small business development, among others. Incorporating natural hazard mitigation with other community projects can increase the viability of project implementation.

Assessed Values of City of Arcadia

The total assessed value for the City of Arcadia is \$15,676,471,562. The nine hazards that could impact the City of Arcadia, would affect the city in various ways. Of all the hazards, only two would impact a specific area. Wildfire and Flooding. Four separate impact areas were looked at. One for the wildfire impact area and three separate dam inundation areas.

Earthquake, Windstorm, Drought, Terrorism, Transportation, Debris Flow/Landslide, and Hazardous Materials Release hazards have the potential to impact any or all areas of the City of Arcadia so there was no separate study completed for those areas. The chart below indicated the assessed value in the City of Arcadia broken into entire city, residential property, commercial property and other. The chart also displays the assessed valuation in the dam inundation areas and the wildfire hazard area.

Area	Assessed Valuation
<b>Entire City</b>	<b>15,676,471,562</b>
<b>Residential</b>	<b>12,959,501,963</b>
<b>Commercial</b>	<b>1,524,210,934</b>
<b>Other</b>	<b>1,192,758,665</b>
<b>Sawpit Dam Inundation Area</b>	<b>276,166,986</b>
<b>Sierra Madre &amp; Santa Anita Dam Inundation Area</b>	<b>669,813,106</b>
<b>Morris S. Jones Reservoir Inundation Area</b>	<b>271,501,566</b>
<b>Wildland Interface</b>	<b>829,408,125</b>

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Resources

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### ACRONYMS APPENDIX B

This list is taken from the Emergency Management Glossary from the California Office of Emergency Services Website.

#### **A - B**

**A&W** - Alert and Warning  
**AA** - Administering Agency  
**AAR** - After Action Report  
**AFN** - Access & Functional Needs  
**AFO** - Area Field Office  
**ANG** - Army National Guard  
**AO** - Administrative Order  
**AR** - Atmospheric River  
**ARB** - Air Resources Board  
**ARC** - American Red Cross  
**ARP** - Accidental Risk Prevention  
**ATC-20** - Applied Technology Council-20  
**ATC-21** - Applied Technology Council-21  
**BCP** - Budget Change Proposal  
**BOC** - Business Operations Center  
**BSA** - California Bureau of State Audits

#### **C**

**CA-ESF** - California Emergency Support Function  
**CAER** - Community Awareness & Emergency Response  
**CalARP** - California Accidental Release Prevention  
**CalBO** - California Building Officials  
**CalEPA** - California Environmental Protection Agency  
**CalREP** - California Radiological Emergency Plan  
**CalSCIP** - California Statewide Communications Interoperability Plan  
**CalSIEC** - California Statewide Interoperability Executive Committee  
**CALSTARS** - California State Accounting Reporting System  
**CARES** - California Animal Response Emergency System  
**CalTRANS** - California Department of Transportation  
**CBO** - Community Based Organization  
**CCC** - California Conservation Corps  
**CD** - Civil Defense  
**CDE** - California Department of Education  
**CDF** - California Department of Forestry and Fire Protection  
**CDFA** - California Department of Forest & Agriculture  
**CDHS** - California Department of Health Services  
**CDMG** - California Division of Mines and Geology  
**CDPH** - California Department of Public Health  
**CDSS** - California Department of Social Services

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**CEC** - California Energy Commission  
**CEPEC** - California Earthquake Prediction Evaluation Council  
**CESRS** - California Emergency Services Radio System  
**CGD** - California Geological Survey  
**CHIP** - California Hazardous Identification Program  
**CHMIRS** - California Hazardous Materials Incident Reporting System  
**CHP** - California Highway Patrol  
**CLETS** - California Law Enforcement Telecommunications System  
**CMD** - California Military Department  
**CMAS** – California Multiple Award Schedules  
**CNG** – California National Guard  
**CONOPS** - Continuity of Operations  
**COOP** - Continuity of Operations Plan  
**CSTI** - California Specialized Training Institute  
**CSWC** – California State Warning Center  
**CTD** – Communications and Technology Development Division (of OES)  
**CUEA** - California Utilities Emergency Association  
**CUPA** - Certified Unified Program Agency

#### D

**DAD** - Disaster Assistance Division (of the state Office of Emergency Svcs)  
**DFO** - Disaster Field Office  
**DCPP** - Diablo Canyon Power Plant  
**DGS** - California Department of General Services  
**DGS-PD** – Dept General Services Procurement Division  
**DGS-TD** – Dept. General Services Telecommunications Division  
**DHS** – Federal Department of Homeland Security  
**DHS-RHB** - California Department of Health Services, Radiological Health Branch  
**DMORT** – Disaster Mortality Assistance Team  
**DO** - Duty Officer  
**DOC** - Department Operations Center  
**DOD** - Department of Defense  
**DOE** - Department of Energy (U.S.)  
**DOF** - California Department of Finance  
**DOJ** - California Department of Justice  
**DPA** - California Department of Personnel Administration  
**DPH** - Department of Public Health  
**DPIG** - Disaster Preparedness Improvement Grant  
**DR** - Disaster Response  
**DRCC** - Disaster Recovery Center  
**DRCC** – Disaster Resistant California Conference  
**DSA** - Division of the State Architect  
**DSR** - Damage Survey Report  
**DSS** - Department of Social Services  
**DSW** - Disaster Service Worker

## LOCAL HAZARD MITIGATION PLAN 2022

### ACRONYMS

### APPENDIX B

**DSTC** – CA Department of Toxic Substance Control

**DWR** - California Department of Water Resources

E - H

**EAS** - Emergency Alerting System

**EDIS** - Emergency Digital Information System

**EDO** - Executive Duty Officer

**EERI** - Earthquake Engineering Research Institute

**EF** - Emergency Function

**EMA** - Emergency Management Assistance

**EMAC** – Emergency Management Assistance Compact

**EMAP** - Emergency Management Accreditation Program

**EMI** - Emergency Management Institute

**EMMA** - Emergency Managers Mutual Aid

**EMPG** – Emergency Management Performance Grant

**EMS** - Emergency Medical Services

**EO** - Executive Order

**EOC** - Emergency Operations Center

**EOP** - Emergency Operations Plan

**EPA** - Environmental Protection Agency (U.S.)

**EPEDAT** - Early Post Earthquake Damage Assessment Tool

**EPI** - Emergency Public Information

**EPIC** - Emergency Public Information Council

**ESC** - Emergency Services Coordinator

**ESF** - Emergency Support Function

**FAY** - Federal Award Year

**FCO** – Federal Coordinating Officer

**FDAA** - Federal Disaster Assistance Administration

**FEAT** - Governor’s Flood Emergency Action Team

**FEMA** - Federal Emergency Management Agency

**FFY** - Federal Fiscal Year

**FIR** - Final Inspection Reports

**FIRM** - Flood Insurance Rate maps

**FIRESCOPE** - Firefighting Resources of California Organized for Potential Emergencies

**FMA** - Flood Management Assistance

**FMAG** – Fire Management Assistance Grant

**FSA** - Federal Staging Area

**FSR** - Feasibility Study Report

**FY** - Fiscal Year

**GEOEC** – Governor’s Emergency Operations Executive Council

**GIS** - Geographical Information System

**GOAR** – Governor’s Office Action Request

**GO-BIZ** - California Governor's Office of Business & Economic Development

**HAZMAT** - Hazardous Materials

## LOCAL HAZARD MITIGATION PLAN 2022

### ACRONYMS APPENDIX B

**HAZMIT** - Hazard Mitigation  
**HAZUS** - Hazards-United States (an earthquake damage assessment prediction tool)  
**HCD** - Housing and Community Development  
**HEICS** - Hospital Emergency Incident Command System  
**HEPG** - Hospital Emergency Planning Guidance  
**HIA** - Hazard Identification & Analysis Unit  
**HMEP** - Hazardous Materials Emergency Preparedness  
**HMGP** - Hazard Mitigation Grant Program  
**HSEEP** – Homeland Security Exercise and Evaluation Program  
**HSGP** – Homeland Security Grant Program

I - O

**IA** - Individual Assistance  
**IAP** - Incident Action Plan  
**IDE** - Initial Damage Estimate  
**IC** - Incident Commander  
**ICE** - U.S. Immigration & Customs Enforcement  
**ICP** – Incident Command Post  
**ICS** - Incident Command System  
**IFG** - Individual & Family Grant (program)  
**IPA** - Information and Public Affairs (of state Office of Emergency Services)  
**IHP** - Individuals & Households Program  
**IMAT** - Incident Management Assistance Team  
**IND** - Improvised Nuclear Device  
**IOF** - Initial Operating Facility  
**IRG** - Incident Response Geographic Information System  
**IRT** – Incident Response Team  
**JEOC** – Joint Emergency Operations Center  
**JFO** – Joint Field Office  
**JIC** – Joint Information Center  
**JIS** - Joint Information System  
**JRIES** – Joint Regional Information Exchange System  
**LAC** – Local Assistance Center  
**LAN** - Local Area Network  
**LEMA** - Law Enforcement Mutual Aid  
**LEPC** - Local Emergency Planning Committee  
**LEVS** – Law Enforcement and Victims Services Branch (of OES)  
**MAC Group** - Multiagency Coordination Group  
**MARAC** - Mutual Aid Regional Advisory Council  
**MHID** - Multi-hazard Identification  
**MHOAC** - Medical Health Operational Area Coordinator  
**MOA** - Memorandum of Agreement  
**MOU** - Memorandum of Understanding  
**NBC** - Nuclear, Biological, Chemical  
**NDRF** - National Disaster Recovery Framework

## LOCAL HAZARD MITIGATION PLAN 2022

### ACRONYMS APPENDIX B

**NEMA** - National Emergency Management Agency  
**NEMIS** - National Emergency Management Information System  
**NFIP** - National Flood Insurance Program  
**NGO** - Non-Governmental Organization  
**NIMS** - National Incident Management System  
**NIMSCAST** - National Incident Management System Compliance Assistance Support Tool  
**NOAA** - National Oceanic and Atmospheric Association  
**NPP** - Nuclear Power Plant  
**NRF** - National Response Framework  
**NSF** - National Science Foundation  
**NWS** - National Weather Service  
**OA** - Operational Area  
**OASIS** - Operational Area Satellite Information System  
**OCC** - Operations Coordination Center  
 **OCD** - Office of Civil Defense  
**OCJP** – Office of Criminal Justice Planning  
**OEP** - Office of Emergency Planning  
**OES** - California Governor’s Office of Emergency Services  
**OHS** – Governor’s Office of Homeland Security  
**OPI** – Office of Public Information (of OES)  
**ORT** - Operational Readiness Team  
**OSHPD** - Office of Statewide Health Planning and Development  
**OSPR** - Oil Spill Prevention and Response

P - R

**PA** - Public Assistance  
**PC** - Personal Computer  
**PDA** - Preliminary Damage Assessment  
**PFO** – Principle Federal Official  
**PIO** - Public Information Officer  
**POD** - Point of Distribution  
**POST** - Police Officer Standards and Training  
**PPA/CA** - Performance Partnership Agreement/Cooperative Agreement (FEMA)  
**PRA** – Public Records Act  
**PSA** - Public Service Announcement  
**PSC** - Public Safety Communications (OES)  
**PSRSPC** – Public Safety Radio Strategic Planning Committee  
**PSPS** - Public Safety Power Shutoff  
**PTAB** - Planning and Technological Assistance Branch  
**PTR** - Project Time Report  
**PUC** - Public Utilities Commission  
**RA** - Regional Administrator (OES)  
**RADEF** - Radiological Defense (program)  
**RAMP** - Regional Assessment of Mitigation Priorities

## LOCAL HAZARD MITIGATION PLAN 2022

### ACRONYMS

#### APPENDIX B

**RAPID** - Railroad Accident Prevention & Immediate Deployment

**RDD** - Radiological Dispersal Device

**RDMHS** - Regional Disaster Medical Health Coordinator

**RDO** - Radiological Defense Officer

**RDMHC** - Regional Disaster Medical Health Coordinator

**REOC** - Regional Emergency Operations Center

**REPI** - Reserve Emergency Public Information

**RES** - Regional Emergency Staff

**RIMS** - Response Information Management System

**RMP** - Risk Management Plan

**RPU** - Radiological Preparedness Unit (OES)

**RRCC** - Regional Response Coordination Center

**RRT** - Regional Response Team

**RSF** - Recovery Support Function

**RTTAC** – Regional Terrorism Threat Assessment Center

S - W

**SA** - Special Agent

**SAA** – State Authorized Agency

**SAM** - State Administrative Manual

**SAP** - Safety Assessment Program

**SAR** - Search & Rescue

**SARA** - Superfund Amendments & Reauthorization Act

**SAVP** - Safety Assessment Volunteer Program

**SBA** - Small Business Administration

**SCO** - California State Controller's Office

**SCO** – State Coordinating Officer

**SEP** - State Emergency Plan

**SEMS** - Standardized Emergency Management System

**SEPIC** - State Emergency Public Information Committee

**SESC** - Senior Emergency Services Coordinator

**SHSGP** – State Homeland Security Grant Program

**SITREP** - Situation Report

**SLA** - State and Local Assistance

**SOC** - State Operations Center

**SONGS** - San Onofre Nuclear Generating Station

**SOP** - Standard Operating Procedure

**SPR** - Stakeholder Preparedness Review

**SSA** - Supervisory Special Agent

**SSA** - State Staging Area

**STAC** - State Threat Assessment Center

**STTAC** – State Terrorism Threat Assessment Center

**SWAT** - Special Weapons & Tactics

**SWEPC** - Statewide Emergency Planning Committee

**TA** - Technical Assistance

## LOCAL HAZARD MITIGATION PLAN 2022

### ACRONYMS APPENDIX B

**T&E** – Training and Exercise  
**TEC** - Travel Expense Claim  
**THIRA** - Threat Hazards & Identification Risk Assessment  
**TICP** – Tactical Interoperable Communications Plan  
**TLO** - Terrorism Liaison Officer  
**TRU** - Transuranic  
**TTT** - Train the Trainer  
**TTX** - Tabletop Exercise  
**UASI** - Urban Area Security Initiative  
**UC** - Unified Command  
**UCG** - Unified Coordination Group  
**UOC** - Utilities Operations Center  
**UPA** - Unified Program Account  
**UPS** - Uninterrupted Power Source  
**USA** - United States Army  
**USAF** - United States Air Force  
**USBP** - United States Border Patrol  
**USCG** - United States Coast Guard  
**USDOT** - United States Department of Transportation  
**USFS** - United States Forest Service  
**USGAO** - United States Government Accountability Office  
**USMC** - United States Marine DCorps  
**USN** - United States Navy  
**USAR** - Urban Search and Rescue  
**USGS** - United States Geological Survey  
**VAL** - Volunteer Agency Liasion  
**VOAD** - Voluntary Organizations Active in Disasters  
**WAR** – Week Ahead Report  
**WAN** - Wide Area Network  
**WIPP** - Waste Isolation Pilot Project  
**WSCA** - Western States Contracting Alliance



# STAFF REPORT

Office of the City Clerk

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** MAYOR'S APPOINTMENTS OF CITY COUNCIL MEMBERS TO CITY BOARDS, COMMISSIONS, AND OUTSIDE GOVERNMENTAL AGENCIES

**Recommendation: Receive and File**

## **SUMMARY**

Each year following the City Council reorganization, the new Mayor makes appointments to City boards, commissions, and outside governmental agencies. The attached Council Member Liaison List (Exhibit "A") reflects those boards, commissions, and outside agencies that Mayor Beck has assigned to each City Council Member to serve on beginning May 4, 2022, and continuing through November 2022.

Please note that in order to comply with SB 415, at its January 16, 2018, meeting the City Council voted to adopt Ordinance No. 2352, changing the City's general municipal election date from April to the Statewide general election in November, commencing with the November 2022 election. This action extended the terms of office of City elected officials by seven months (April to November), and therefore these appointments will continue through November 2022.

## **ENVIRONMENTAL ANALYSIS**

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

## **FISCAL IMPACT**

There is no fiscal impact to the City's budget as a result of these appointments.

Mayor's appointments of City Council Members  
to City Boards, Commissions and Outside Agencies  
May 3, 2022  
Page 2 of 2

**RECOMMENDATION**

It is recommended the City Council receive and file the Mayor's appointments of City Council Members to City boards, commissions, and outside governmental agencies beginning May 4, 2022, through November 2022.

Attachment: Exhibit "A" – Council Member Liaison List 2022-23

## Exhibit "A"

**CITY OF ARCADIA  
COUNCIL MEMBER LIAISON LIST  
May 3, 2022**

	Meeting Date/Time	Delegate	Alternate
Arcadia Beautiful Commission	Meetings are scheduled as needed	Paul Cheng	n/a
Arcadia Museum Commission	1 <sup>st</sup> Wednesday of every other month at 5:00 pm	April Verlato	n/a
Human Resources Commission	2 <sup>nd</sup> Thursday at 5:30 pm	Michael Danielson	n/a
Library Board of Trustees	3 <sup>rd</sup> Thursday at 4:30 pm	Paul Cheng	n/a
Planning Commission	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday at 7:00 pm	Sho Tay	n/a
Recreation Commission	2 <sup>nd</sup> Wednesday at 6:00 pm	Tom Beck	n/a
Senior Citizen's Commission	1 <sup>st</sup> Thursday at 4:00 pm	Paul Cheng	n/a
Arcadia Council PTA	Meetings called as needed	Michael Danielson	April Verlato
Chamber of Commerce	2 <sup>nd</sup> Tuesday at 8:00 am	Paul Cheng	Sho Tay
Foothill Workforce Development Board	Meetings called as needed	Sho Tay	n/a
<b>Foothill Transit Authority</b>	<b>Meetings called as needed</b>	<b>Paul Cheng</b>	<b>Sho Tay</b>
Foothill Unity Center Board (Currently no Appointment necessary)	Meetings called as needed	Gary Kovacic (exp 2/1/23)	n/a
L.A. County Division of the League	1 <sup>st</sup> Thursday at 7:00 pm (January, March, June, August & December)	Sho Tay	Paul Cheng
<b>L.A. County Sanitation District ** (Districts 15 and 22)</b>	<b>4<sup>th</sup> Wednesday at 1:30 pm</b>	<b>Tom Beck</b>	<b>n/a</b>
L.A. County City Selection Committee *	on call	Sho Tay	Paul Cheng
<b>Metro Gold Line Phase II JPA/Foothill Gold Line</b>	<b>2<sup>nd</sup> Thursday at 11:30 am (Dark in August)</b>	<b>Paul Cheng</b>	<b>Sho Tay</b>
<b>San Gabriel Valley Council of Governments</b>	<b>3<sup>rd</sup> Thursday at 4:00 pm</b>	<b>April Verlato</b>	<b>Paul Cheng</b>
<b>San Gabriel Valley Mosquito and Vector Control District ***</b>	<b>2<sup>nd</sup> Friday at 7:00 am</b>	<b>Sho Tay (exp 12/31/25)</b>	<b>n/a</b>
<b>Southern California Association of Governments</b>	<b>1<sup>st</sup> Thursday in May</b>	<b>Sho Tay</b>	<b>Paul Cheng</b>
<b>Clean Power Alliance</b>	<b>1<sup>st</sup> Thursday of each month at 1:00 pm</b>	<b>Sho Tay</b>	<b>Dominic Lazzaretto</b>

\*The Mayor and Mayor Pro Tem have traditionally been named the Delegate and Alternate for the L.A. County City Selection, but not required.

\*\*The Delegate to the Sanitation District must be the Mayor, but either the Delegate or Alternate may attend the meetings.

\*\*\*In January 2022, the City Council appointed Council Member Tay to a 4-year term – term ends January 2026.

**Agencies highlighted require Annual Form 700 filings and AB 1234 Training Certificates**



# STAFF REPORT

Development Services Department

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Philip A. Wray, Deputy Director of Development Services/City Engineer  
By: Ryan Huey, Assistant Engineer

**SUBJECT:** CONTRACT WITH GRIGOLLA & SONS CONSTRUCTION COMPANY TO PROVIDE CONSTRUCTION SERVICES FOR HUNTINGTON DRIVE SIDEWALK REHABILITATION IMPROVEMENTS ALONG WESTBOUND HUNTINGTON DRIVE BETWEEN SUNSET BOULEVARD AND CORTEZ ROAD IN THE AMOUNT OF \$86,490  
**Recommendation: Approve**

## **SUMMARY**

In an ongoing effort to provide accessibility for pedestrians, the Fiscal Year 2021-22 Capital Improvement Program included a project for Sidewalk Accessibility/Americans with Disabilities Act (“ADA”) Ramp Improvements, with a budget of \$100,000 provided by Transportation Development Act (“TDA”) Article 3 funds. The project includes construction of a new ADA compliant sidewalk and curb ramp along the north side of Huntington Drive between Sunset Boulevard and Cortez Road.

On Monday, March 7, 2022, a Public Notice Inviting Bids was published. Bids were opened on Thursday, March 31, 2022. Seven bids were received, with Grigolla & Sons Construction Company producing the lowest bid. It is recommended that the City Council find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act (“CEQA”) and approve a contract with Grigolla & Sons Construction Company in the amount of \$86,490 for the Huntington Drive Sidewalk Rehabilitation Improvements project, with a 10% contingency.

## **BACKGROUND**

As an ongoing project to improve the City’s pedestrian infrastructure and ensure that ADA requirements are met, the City annually funds projects to address areas that are deemed inaccessible or unsafe for pedestrians. This year’s project proposes to add sidewalk, curb and gutter, cross gutter, a curb ramp, and a new drive approach on the north side of Huntington Drive from 90 feet east of Sunset Boulevard to and around the corner at

Cortez Road. The proposed location does not currently have sidewalk and is inaccessible to pedestrians due to various obstructions and minimal space for path of travel. The goal of the project is to adhere to ADA requirements to provide a path that allows pedestrians to safely travel through the area. The location along the north side of Huntington Drive will be the last segment to complete the sidewalk corridor along both sides of one of the City's most traveled streets between Michillinda Avenue and Holly Avenue.

The scope of work consists of the removal and disposal of existing palm trees, concrete bumper stops, asphalt pavement, curb and gutter, cross gutter, and sidewalk, and the construction of various concrete improvements including variable height curb, curb and gutter, driveway, curb drain, cross gutter, and ADA compliant sidewalk and curb ramp. The parking stalls for the private property currently extend into the public right-of-way, blocking the pedestrian path of travel. Therefore, changes to the parking lot within the City right-of-way will occur to allow for the improvements. The engineer's estimate for the project was \$82,000.

## **DISCUSSION**

The project was advertised for bids on March 7, 2022. Bids were received from seven prospective contractors on March 31, 2022, with the following results:

<b>Contractor</b>	<b>Amount</b>
Grigolla & Sons Construction Company	\$86,490.00
EC Construction	\$105,008.56
Dash Construction	\$112,777.00
CT&T Concrete Paving	\$140,670.00
Onyx Paving Company	\$142,000.00
Falkon Construction	\$155,404.15
Gentry General Engineering	\$178,332.00

Grigolla & Sons Construction Company is a qualified, licensed contractor with both public and private experience. The company specializes in concrete work and public works projects. Grigolla & Sons Construction Company has prior work experience in the City and has performed satisfactory work on numerous Capital Improvement Projects. The most recent project completed in the City was the Huntington Drive Sidewalk & ADA Curb Ramp Improvements project along Eastbound Huntington Drive. Through their previous work, they have proven that they can provide quality work at a competitive price.

## **ENVIRONMENTAL ANALYSIS**

The City was responsible for evaluating the project under the guidelines of the California Environmental Quality Act ("CEQA"). It was determined that the project is Categorically

Exempt under Section 15301 – Class 1, Existing Facilities, and Class 2, Replacement or Reconstruction.

**FISCAL IMPACT**

The project was budgeted in the FY 2021-22 Capital Improvement Program. The total budget allocated to Sidewalk Accessibility/ADA Ramp Improvements is \$100,000 of TDA Article 3 funds. The low bid for the work is \$86,490 and, with a 10% contingency, the maximum total cost of the project would be \$95,139. There are sufficient funds to cover all elements of the project with existing unspent funds.

**RECOMMENDATION**

It is recommended that the City Council find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act (“CEQA”); and authorize the City Manager to enter into a Contract with Grigolla & Sons Construction Company to provide construction services for Huntington Drive sidewalk rehabilitation improvements along westbound Huntington Drive between Sunset Boulevard and Cortez Road in the amount of \$86,490, including a 10% contingency.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Contract

## CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Arcadia, sometimes hereinafter called "City," and GRIGOLLA & SONS CONSTRUCTION COMPANY, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

### HUNTINGTON DRIVE SIDEWALK REHABILITATION IMPROVEMENTS

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 30 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification

Public Works Contractor Registration Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except  
Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ARCADIA

GRIGOLLA & SONS CONSTRUCTION COMPANY

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

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

# 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



# STAFF REPORT

Development Services Department

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Philip A. Wray, Deputy Director of Development Services/City Engineer

**SUBJECT:** MUNICIPAL RIGHT-OF-WAY FACILITIES USE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC (“AT&T”), FOR USE OF CITY FACILITIES FOR INSTALLATION, OPERATION, AND MAINTENANCE OF CELLULAR EQUIPMENT  
**Recommendation: Approve**

## **SUMMARY**

Several years ago, the City Attorney prepared a Municipal Right-of-Way Facilities Use Agreement (the “Agreement”) to allow cellular providers to use City facilities for their equipment. The Agreement is intended to be the master contractual document for approving installations by cell providers on City facilities, such as streetlight poles, in the right-of-way; each location is subsequently administratively approved using the Site License Authorization form attached to the Agreement as an exhibit. The initial Agreement includes, among other things, an annual fee of \$1,500 for use of each City streetlight. In 2016, both Verizon Wireless and Extenet Systems Inc., entered into the Agreement with the City.

In 2018, the Federal Communications Commission (the “FCC”) adopted a Small Cell Order that limits local government authority to collect “fair and reasonable compensation” for use of its facilities in the public right-of-way. Specifically, the order established a “safe harbor” fee for use of City property such as streetlights in the amount of \$270 per year. The fee may be higher if it can be demonstrated to comply with the FCC Small Cell Order’s requirements that it is cost-based and reasonable, and non-discriminatory. The order was appealed and rejected by the Ninth Circuit Court of Appeals.

In 2019, during the Order appeal process, New Cingular Wireless PCS, LLC (“AT&T”), a cellular service provider, inquired about using City facilities to install their equipment. They requested that the annual pole fee be reduced to \$270 to be consistent with the FCC Order. Because the Order was under appeal, the City took the position that it should not vary from its adopted rate of \$1,500 at that time, but offered to reduce the fee to \$270 should the appeal be denied. On November 5, 2019, the City Council approved a

Municipal Right-of-Way Facilities Use Agreement with AT&T, but AT&T never executed it.

In May 2021, the FCC rejected the appeal, and the City Attorney revised the City’s agreement to reflect the new annual streetlight pole fee of \$270. AT&T has again requested to enter into an agreement for the use of City right-of-way facilities for the installation, operation, and maintenance of their small cell equipment.

It is recommended that the City Council approve and authorize and direct the City Manager to execute a Municipal Right-of-Way Facilities Use Agreement with New Cingular Wireless PCS, LLC (“AT&T”) for use of City facilities for installation, operation, and maintenance of cellular equipment.

## **BACKGROUND**

Cellular service providers are regulated by the Federal Communications Commission, and, under state law, have the right to use City public rights-of-way for their facilities, provided that the facilities do not inconvenience the public use of the right-of-way. In order to control these types of installations to the greatest extent, the City has developed a Wireless Facilities in Public Right-of-Way Application permit document, which provides requirements and guidance to cellular providers in making applications for cellular facilities installations.

As part of the permit review process, wireless providers are asked to consider locating their facilities on existing facilities, such as streetlights or utility poles, to minimize the impact to the City. For the use of utility poles, the cellular provider needs the authorization of the pole owner. For the use of City facilities, the City Attorney prepared a standard agreement, entitled a Municipal Right-of-Way Facilities Use Agreement, to allow cellular providers to use City facilities for the installation, operation, and maintenance of their cellular equipment. The Agreement, which requires City Council approval, is intended to be the master document for any and all installations on City-owned facilities by a cellular provider. Each location is subsequently administratively approved with the issuance of the Site License Authorization Form attached to the agreement as an exhibit.

The City currently has three (3) cellular providers under agreements for use of City facilities. NextG Networks/Crown Castle entered into an older, different agreement in November 2009 with an annual streetlight use fee of \$500, and Verizon Wireless and Extenet Systems entered into the initial Municipal Right-of-Way Facilities Use Agreement in 2016, with the annual streetlight use fee of \$1,500. Only Crown Castle has used the agreement for installations on City streetlights and currently has three small cell facilities in operation.

In 2018, the Federal Communications Commission (the “FCC”) adopted an order (FCC 18-133) pertaining to the deployment of small wireless facilities, including the use of municipal facilities by cellular providers. The Order, referred to as the Small Cell Order, determined that failing to allow use of municipal facilities for cellular equipment could be an “effective prohibition” of wireless service under federal law. Further, the Order limited local government authority to collect “fair and reasonable compensation” for use and established a “safe harbor” fee in the amount of \$270 per year for use of a City facility like a streetlight pole. The fee may be higher if it can be demonstrated to comply with the Order’s requirements that the fee reflects a reasonable approximation of actual costs and is non-discriminatory. Regarding existing agreements, the FCC Order did not preempt the fees, but stated that the Order’s effect on any particular existing agreement will depend upon all the facts and circumstances of that specific case and may or may not impact any particular agreement entered into before the Order took effect.

In November 2019, AT&T requested to enter into an agreement with the City for the use of City right-of-way facilities for the installation, operation, and maintenance of their small cell equipment. They requested that the annual streetlight use fee be set at \$270, per the Small Cell Order. Because the Order was under appeal at the time, the City prepared an agreement with the provision that the annual fee be set at \$1,500, but that, in the event that the appeal were to be denied, the amount would be reduced to \$270. The City Council approved the agreement, but AT&T never signed it.

In May 2021, the FCC rejected the appeal and by July 2021, all other appeal efforts as high as the United States Supreme Court were rejected, leaving the Small Cell Order as the governing directive. The Order does not allow local agencies to reject the use of City facilities as a blanket policy. Cities must make streetlights and traffic lights available and accept and consider applications within specific timelines set forth in the statute. Cities may approve or deny access to street light poles or traffic signal poles on a case-by-case basis on other reasonable terms and conditions that may include, but are not limited to, reasonable aesthetic and safety standards.

## **DISCUSSION**

AT&T has again requested the use of City right-of-way facilities for the installation, operation, and maintenance of their small cell equipment, with primary interest in City streetlight poles at an annual fee of \$270.

The City’s Municipal Right-of-Way Facilities Use Agreement has been revised to reflect the Small Cell Order. The City Attorney has added language to reflect the pole use amount of \$270 but has also added alternatives based on any future changes to the FCC Order.

The Municipal Right-of-Way Facilities Use Agreement includes the following key elements:

- The Agreement has a term of 10 years, with one 5-year extension.
- The City must approve each location with a Site License Authorization form in advance of each installation.
- The City will receive an annual fee of \$270 per street light installation, with annual CPI adjustment.
- The Agreement allows for the use of other City facilities, like conduit, if requested.
- Additional fees for the use of other facilities are to be determined upon request and agreed upon by both parties.
- Electricity is not provided by the City.
- Agreement requires the Facility to be relocated, if requested by the City.
- Equipment must be removed upon abandonment of service, or termination of Agreement, or it becomes the sole property of the City.
- Carrier to post a Performance Bond in the amount of \$50,000 for up to 50 locations and \$100,000 for more than 50.

AT&T concurs with this latest Agreement.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

With the City’s standard agreement, the City would receive \$270 per year for each installation on a streetlight. It is not known at this time how many City facilities may be utilized by AT&T under this agreement, but could reasonably number in the dozens over time.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and approve and authorize and direct the City Manager to execute a Municipal Right-of-Way Facilities Use Agreement with New Cingular Wireless PCS, LLC (“AT&T”) for use of City facilities for installation, operation, and maintenance of cellular equipment.

Municipal Facilities Right-of-Way Agreement with  
New Cingular Wireless PCS, LLC ("AT&T")  
May 3, 2022  
Page 5 of 5

Approved:



Dominic Lazzaretto  
City Manager

Attachment: City's Municipal Right-of-Way Facilities Use Agreement

**CITY OF ARCADIA**

**MUNICIPAL RIGHT-OF-WAY FACILITIES USE AGREEMENT**

**THIS MUNICIPAL RIGHT-OF-WAY FACILITIES USE AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_ (“Effective Date”), by the CITY OF ARCADIA, a California municipal corporation (“City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company. (“Licensee”). City and Licensee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**RECITALS**

A. City is the owner of certain Municipal Facilities (as defined in Sec. 1.4 below) located in the Public Way (as defined in Sec. 1.5 below).

B. Licensee desires to use space on certain Municipal Facilities in the Public Way for installation, operation and maintenance of its Equipment (as defined in Sec. 1.1 below) for the transmission and reception of wireless, cellular telephone and/or data communications, and is willing to compensate the City in exchange for a license to use portions of particular Municipal Facilities in the Public Way.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following covenants, terms, and conditions:

**1 DEFINITIONS.** The following definitions apply generally to the provisions of this Agreement:

1.1 “Equipment” means antennas, fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by Licensee pursuant to an approved Site License Authorization (as hereinafter defined). Any Equipment must receive prior written approval from the City before it may be installed on any Municipal Facility or placed on or in the Public Way.

1.2 “Installation Date” means the earlier of the installation date listed on the Site License Authorization or the date that any Equipment is first installed by Licensee pursuant to a Site License Authorization issued by the City in accordance with this Agreement and is inspected and approved by City in accordance with its customary permitting procedures. The Installation Date shall be documented in writing following such determination.

1.3 “Laws” means applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the Parties to this Agreement.

1.4 “Municipal Facilities” means City-owned Streetlight Poles, traffic light poles, lighting fixtures, electroliers, fiber-optic strands and conduit, or other City-owned structures located within the Public Way. These facilities may be referred to in the singular or plural, as appropriate to the context in which used.

1.5 “Public Way” or “Public Rights-of-Way” means the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term does not include county, state, or federal rights-of-way or any property owned by any person or entity other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or entity.

1.6 “PUC” means the California Public Utilities Commission.

1.7 “Services” means the services specified in the applicable Site License Authorization.

1.8 “Site License Authorization” means an authorization granted by City to Licensee pursuant to this Agreement to install Equipment on a specified Municipal Facility, the form of which is attached hereto as Exhibit A.

1.9 “Streetlight Pole” means any standard-design concrete, fiberglass, metal, or wooden pole that has a mast arm for electrolier or traffic control equipment support and is used for street lighting purposes.

2 **TERM.** This Agreement is effective on the Effective Date as specified in Section 12.11 and will be for a term of ten (10) years commencing on the Effective Date, unless earlier terminated by either party in accordance with the provisions of Section 10. Within six months prior to the expiration of the initial 10-year term, and upon Licensee’s written request, the parties will meet and confer with regard to a five-year renewal or extension of this Agreement, and the terms and conditions applicable to any such renewal or extension. Any holding over after the expiration of the term shall constitute a default by Licensee, notwithstanding that City may elect to accept one or more payments of fees from Licensee.

3 **SCOPE OF USE.** All rights expressly granted to Licensee under this Agreement, which will be exercised at Licensee’s sole cost and expense, are subject to the prior and continuing right of the City under applicable laws to use all parts of the Public Way exclusively or concurrently with any other person or entity. Use of the Municipal Facilities is further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Way. Nothing in this Agreement may be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement. No reference herein to a “Public Way” shall be deemed to be a representation or warranty by City that its interest or other rights to control the use of the Public Way is sufficient to permit its use for Licensee’s purposes, and Licensee shall be deemed to gain only those

rights to use as are properly in City and as City may have the undisputed right and power to give. Licensee acknowledges and agrees that City is entering into this Agreement in its capacity as a property owner of Municipal Facilities in the Public Way and not in its capacity as a regulatory agency. Nothing in this Agreement shall limit in any way Licensee's obligation to obtain any required regulatory approvals from any City department, board or commission or other governmental agency that has regulatory authority over the Licensee's proposed activities involving use of the Municipal Facilities in the Public Way. All work performed pursuant to the rights granted by this Agreement is subject to the prior review and approval of the City in accordance with its customary permitting procedures (see, Section 5.1 below). Licensee shall have the right to terminate any Site License Authorization at any time during the term. Notice of Licensee's exercise of its right to terminate shall be given to City in accordance with the notice provisions set forth in Paragraph 9 and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All Annual Fees paid to said termination date shall be retained by City. The Licensee shall have no further obligations for the payment of Annual Fees to City for the terminated Site License Authorization for the period after the termination date.

**3.1 Attachment to Municipal Facilities.** The City authorizes Licensee to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities subject to the terms of this Agreement. Licensee may only use Municipal Facilities pursuant to an approved Site License Authorization, substantially in the form attached hereto as Exhibit A.

**3.2 No Interference.** Licensee acknowledges and agrees that the primary purpose of the Municipal Facilities is to serve the City and the public. City is willing to permit the installation of Licensee's Equipment in or on Municipal Facilities only where such use will not interfere with City's own existing (as of the Installation Date) and future primary service requirements and facilities, or the primary service requirements of others authorized to use the Municipal Facilities of City existing as of the Installation Date. In the performance and exercise of its rights and obligations under this Agreement, Licensee must not interfere in any manner with the existence and operation of any existing (as of the Installation Date) public or private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and telecommunications facilities, utilities, existing and future licensed municipal communication frequencies, or existing and future Municipal Facilities, without the express approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement. If such interference should occur, Licensee shall discontinue using the Equipment, methodology or technology that causes the interference until Licensee takes corrective measures to eliminate such interference.

In the event that such interference does not cease promptly, Licensee acknowledges that continuing interference may cause irreparable injury and harm, and therefore, in addition to any other remedies, and without limitation of any other remedy, City shall be entitled to seek temporary and permanent injunctions against the breach of this Subsection. Further, Licensee shall install a disconnect device at each Municipal Facility on which it

installs Equipment pursuant to a Site License Authorization so that in case of emergency, the City may disconnect such Equipment from its power source and safely shut it down.

**3.3 Compliance with Laws.** Licensee will comply with all applicable laws, including regulations and PUC General Orders, in the exercise of its rights and the performance of its obligations under this Agreement.

**3.4 No Authorization to Install Unauthorized Equipment or Provide Other Services.** Licensee represents that its Equipment installed pursuant to this Agreement will be used solely for the purpose of providing the Services identified in the applicable Site License Authorization and that Licensee will not install unauthorized Equipment for any purpose or use its authorized Equipment to offer or provide any other services. Licensee's failure to comply with these limitations will constitute a material breach of this Agreement. For unauthorized Equipment City, after providing written notice to Licensee, may impose liquidated damages in an amount not to exceed \$1,000, and in addition, Licensee shall from the date of such written notice be obligated to pay for such unauthorized Equipment an amount which is five times the applicable fee in Section 4.1 until the breach is cured by Licensee by applying for and obtaining a Site License Authorization for such unauthorized Equipment. For unauthorized Services, City, after providing written notice to Licensee, may impose liquidated damages in an amount not to exceed \$1,000, and in addition, Licensee shall from the date of such written notice be obligated to pay fees for the Site License Authorization(s) for Equipment being used to provide services not identified in the applicable Site License Authorization(s) in an amount which is five times the applicable fee in Section 4.1 until the breach is cured by Licensee by ceasing to provide such unauthorized services or obtaining the City's consent to provide such services in amended Site License Authorization(s).

**4 COMPENSATION; UTILITY CHARGES.** Licensee is solely responsible for the payment of all fees in connection with Licensee's performance under this Agreement, including those set forth below.

**4.1 Annual Fee.** In order to compensate City for Licensee's entry upon and deployment within the Public Way, and as compensation for the use of Municipal Facilities, Licensee will pay to the City an annual fee (collectively the "Aggregate Annual Fee") that consists of the following:

- (i) **Pole Fee.** A fee in the amount of Two Hundred Seventy Dollars (\$270.00) ("Pole Fee"), One Thousand Five Hundred Dollars (\$1500.00) ("Alternate Pole Fee"), or a future amount set by the Federal Communications Commission (FCC) ("New Pole Fee"), as applicable pursuant to Section 4 of this Agreement, for the use of each Streetlight Pole or other similar Municipal Facility located within the City's Right-of-Way used by Licensee;

- (ii) Non-Pole Municipal Facility Fee. A fee (“Non-Pole Fee”) in an amount to be agreed by the parties and specified in the applicable Site License Authorization for use of other Municipal Facilities such as conduit.

The Aggregate Annual Fee to be paid with respect to each year of the term will be based on an amount calculated as of the anniversary of the Effective Date equal to (i) the sum of the number of (a) Streetlight Poles or other similar Municipal Facility upon which Equipment was installed for the entire preceding 12 months, and (b) Streetlight Poles or Municipal Facilities which were not initially installed but contained Equipment, during the preceding 12 months (prorated as appropriate based on Installation Date set forth in the Site License Authorization to the anniversary of the Effective Date and based on 365 days) multiplied by (c) the annual Pole Fee, Alternate Pole Fee, or New Pole Fee, as applicable; and (ii) collectively, the annual Non-Pole Fee calculated as agreed by the Parties and shown in the Site License Authorization (and prorated as appropriate based on the Installation Date set forth in the Site License Authorization to the anniversary of the Effective Date and based on 365 days). The Aggregate Annual Fee is due and payable in arrears and not later than 45 days after each anniversary of the Effective Date. If Licensee discovers any error in the amount of compensation due, the City shall be paid within 30 days after discovery of the error or determination of the correct amount, including interest at the rate specified in Section 4.4. Any overpayment to the City through error or otherwise will be offset against the next payment due, except that adjustments to the Pole Fee in the circumstances covered by Section 4.1.1, 4.1.2, and 4.1.3 shall be prospective and not entitled to any offset.

Acceptance by City of any payment of the Aggregate Annual Fee shall not be deemed a waiver by City of any breach of this Agreement occurring prior thereto, nor will the acceptance by City of any such payment preclude City from later establishing that a greater amount was actually due or from collecting any balance that is due.

4.1.1 Alternate Pole Fee. Notwithstanding Section 4.1, in the event that provisions limiting the amount of the recurring fees that can be charged for use of City’s Streetlight Poles or other similar Municipal Facilities set forth in the FCC Declaratory Ruling (FCC 18-133) cease to be effective, the Licensee shall automatically and immediately be obligated to pay the Alternate Pole Fee. In such an instance, the Licensee shall pay the Alternate Pole Fee to the City in the amount described in this paragraph and paragraph 4.1(i) and calculated in accordance with paragraphs 4.1.3 and 4.2. The Alternate Pole Fee shall be subject to an annual adjustment pursuant to Section 4.2 below.

4.1.2 New Pole Fee. Notwithstanding Sections 4.1 and 4.1.1, in the event that provisions limiting the amount of the recurring fees that can be charged for use of City’s Streetlight Poles or other similar Municipal Facilities set forth in the FCC Declaratory Ruling (FCC 18-133) are still in effect but the FCC establishes a new safe harbor recurring fee (“New Pole

Fee”), any new Site License Authorization entered into thereafter shall commence at the New Pole Fee, subject to annual adjustment under Section 4.2, unless and until an alternate pole fee is applicable under Section 4.1.3.

4.1.3 If Licensee has paid the Pole Fee or New Pole Fee pursuant to the provisions of Sections 4.1 and 4.1.2 above for a calendar year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same calendar year, the Licensee shall pay the difference between the Pole Fee or New Pole Fee, as applicable, and the Alternate Pole Fee for the period from the date the relevant provisions of the FCC Declaratory Ruling ceased to be effective, until the next anniversary of Effective Date of the Agreement (“Pole Fee Adjustment”). Such Pole Fee Adjustment shall be paid to City along with the next Aggregate Annual Fee payment.

4.1.4 Receipt of any Pole Fee, New Pole Fee, or Alternate Pole Fee by the City, with knowledge of any breach of this Agreement by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement.

4.2 **CPI Adjustment.** Commencing on the first anniversary of the Effective Date and continuing on each anniversary thereafter during the term, the Pole Fee, New Pole Fee, or Alternate Pole Fee, as applicable, and Non-Pole Fee for the ensuing year will be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Consumers, 1982 1984=100) that occurred during the previous one year period for the Los Angeles-Riverside-Orange County Metropolitan Statistical Area as measured in the month two months prior to the anniversary of the Effective Date.

4.3 **Electricity Charges.** The Equipment must have an independent source of electricity and may not draw electricity from the power associated with the Municipal Facility to which it is attached or installed. Licensee is solely responsible for the payment to the utility service provider of all electrical utility charges that are attributable to the Equipment’s usage of electricity, including the cost of installing meters for any item of Equipment.

4.4 **Delinquent Payment.** If Licensee fails to pay any amounts due to City under this Section 4 within 30 days from the specified due date, Licensee must pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due for each month or fraction thereof during which the payment is due and unpaid.

5 **CONSTRUCTION.** Licensee must comply with all applicable federal, state, and City technical specifications and requirements and all applicable state and local codes related to the construction, installation, operation, maintenance, and control of Licensee’s Equipment installed in or on Municipal Facilities in the City. Licensee may not attach, install, maintain, or operate any Equipment in or on Municipal Facilities

without the City's prior written approval for each location. Licensee shall keep the Municipal Facilities free and clear from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee.

**5.1 Obtaining Required Permits.** Notwithstanding the provisions of Sections 3.1 and 5.2, Licensee acknowledges that any installation of Equipment shall also be subject to a City encroachment permit (as set forth in Arcadia Municipal Code, Sections 7300 et seq.). Licensee agrees to comply with the City's current ordinances regarding such installations as well as any future regulations that may be adopted by the City respecting such installations that are consistent with the City's rights under applicable law.

**5.2 Location of Equipment.** The proposed locations of Licensee's planned initial installation of Equipment will be provided to the City promptly after Licensee's review of available Municipal Facilities maps and prior to any deployment of the Equipment. Prior to installation of the Equipment in or on any Municipal Facility, Licensee must obtain the City's prior written approval. Licensee will submit an application to the authorized representative of the City for a Site License Authorization showing the proposed design for any proposed installations including Equipment in or on Municipal Facilities which Licensee desires to use. The City may approve, approve with conditions, or disapprove a location and installation, in its sole discretion. Any approved Equipment shall be included as part of an applicable Site License Authorization. If Licensee selects a Municipal Facility that is structurally inadequate to accommodate Equipment, Licensee may at its sole cost and expense replace the Municipal Facility with one that is acceptable to and approved by the City as part of the Site License Authorization, and dedicate such replacement Municipal Facility to City. Upon the completion of each installation, Licensee must promptly furnish to the City a current list and map that identifies the exact location of the Equipment in or on the Municipal Facility. That information must be provided in a format that is compatible with City's information technology, including but not limited to ESRI compatible GIS shapefiles. Licensee may replace its approved Equipment with like-kind or similar Equipment without prior written approval of City hereunder. However, if Licensee proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of the unauthorized Equipment from the ~~Licensee~~ City. Any such approval shall take the form of an amendment to the applicable Site License Authorization.

**5.3 Relocation and Displacement of Equipment.** This Agreement creates no right in Licensee to receive any relocation assistance or payment for any reason under the Relocation Assistance Act, the Uniform Relocation Assistance Act or under any existing or future law upon any termination of tenancy. Licensee acknowledges that City may require Licensee to relocate one or more of its Equipment installations. Licensee will at City's direction relocate that Equipment, at Licensee's sole cost and expense, whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of City-owned Streetlight Poles, traffic signals, or

other Municipal Facilities; or (c) to protect or preserve the public health or safety. Within sixty (60) days after receipt of notice from the CITY, Licensee shall relocate the Equipment. If Licensee fails to relocate any Equipment as requested by the City in sixty (60) days under the circumstances described above, City is entitled to relocate the Equipment at Licensee's sole cost and expense, without further notice to Licensee. To the extent City has actual knowledge thereof, the City will endeavor promptly to inform Licensee of the displacement or removal of any Municipal Facility on which any Equipment is located. Licensee's obligations to reimburse the City for relocation of Equipment under this section shall survive the expiration or termination of this Agreement.

**5.4 Relocations at Licensee's Request.** If Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee must so advise City by submitting an application for a Site License Authorization for the new location. City will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

**5.5 Damage to Municipal Facilities or Public Way.** Whenever the removal or relocation of Equipment is required or permitted under this Agreement, and that removal or relocation causes the Municipal Facilities or Public Way to be damaged, Licensee, at its sole cost and expense, must promptly repair and return the Municipal Facilities or Public Way to a safe and satisfactory condition as directed by, and to the reasonable satisfaction of, the City Engineer. If Licensee does not repair the site as required above, then City will have the option, upon 15 days' prior written notice to Licensee, to perform or cause to be performed all reasonable and necessary work on behalf of Licensee. City may charge Licensee for all costs to be incurred, or the actual costs incurred by City, in the manner that City customarily determines costs if the work is performed by City, or at actual cost if the work is performed by a third party. Upon receipt of a demand for payment by City, Licensee must promptly reimburse City for those costs, which obligation shall survive the expiration or termination of this Agreement.

**5.6 Removal of Equipment.** Licensee shall remove the Equipment within 60 days after abandonment of the Municipal Facility or termination of this Agreement or the applicable Site License Authorization, at Licensee's sole cost and expense. If Licensee fails to remove the Equipment, City is entitled to remove and dispose of the Equipment at Licensee's sole cost and expense, upon 30 days written notice to Licensee. In lieu of removal at Licensee's sole cost and expense, any Equipment that is abandoned and not removed by Licensee within the time frames set forth in this section may be declared by the City (by providing written notice to Licensee after expiration of the 60-day period) to have become its sole and exclusive property, after which the City may utilize or dispose of the Equipment as it sees fit. Licensee's obligations to reimburse the City for removal and disposal of Equipment under this section shall survive the expiration or termination of this Agreement.

**5.7 Risk of Loss.** Licensee acknowledges and agrees that Licensee bears all risks of loss or damage of its Equipment and materials installed in or on Municipal Facilities pursuant to this Agreement from any cause, and the City shall not be

liable for any cost of repair to damaged Equipment, including, without limitation, damage caused by the City's removal of the Equipment, except to the extent that such loss or damage was solely caused by the willful misconduct or negligence of the City, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Section 6.2 below.

**6 INDEMNIFICATION AND WAIVER.** Licensee will indemnify, defend, protect, and hold harmless the City, its councilmembers, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense (collectively, the "Losses") arising from, resulting from or caused by Licensee's activities undertaken pursuant to this Agreement including activities undertaken by its employees, officers, agents and contractors, except to the extent arising from or caused by the negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors.

**6.1 Waiver of Claims.** Licensee waives all claims, demands, causes of action, and rights it may assert against City on account of any loss, damage, or injury to any Equipment, or any loss or degradation of the Services, resulting from any event or occurrence that is beyond the City's reasonable control.

**6.2 Limitation of City's Liability.** City will be liable only for the cost of repair to damaged Equipment arising from the sole negligence or willful misconduct of City, its employees, agents, or contractors, and City will in no event be liable for indirect or consequential damages.

**7 INSURANCE.** Licensee shall carry and maintain during the term of this Agreement Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, and in an amount of Two Million Dollars (\$2,000,000) general aggregate including personal and advertising injury and products-completed operations, and Commercial Automobile Liability in the amount of One Millions Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall include the City, its councilmembers, officers, and employees as an additional insured as their interest may appear under this Agreement as respects any covered liability arising out of Licensee's performance of work under this Agreement. Coverage must be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer, Licensee will use its best efforts to provide the City with thirty (30) days prior written notice of cancellation

**7.1 Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to this Agreement, Licensee must file with City the required original certificates of insurance with blanket additional insured endorsements, which must state the following:

- (a) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; and
- (b) That Licensee's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that City may possess, including any self insured retentions that City may have; and that any other insurance the City possesses will be considered excess insurance only and will not be required to contribute with this insurance.

The certificates of insurance with blanket additional insured endorsements and notices must be emailed to the City at the address specified below in Section 9.

**7.2 Workers' Compensation Insurance.** Licensee shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit, and must furnish to City a certificate showing proof of that coverage.

**7.3 Insurer Criteria.** All insurance policies obtained by Licensee must be issued by companies that are admitted and licensed to do business in the State of California and that have a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

**7.4 Severability of Interest.** All deductibles or self-insured retentions must be stated on the certificates of insurance, which must be sent to and approved by City, provided however, this sentence shall not apply to Tenant provided Tenant reasonably demonstrates to the City's satisfaction that it has a net worth in excess of \$100 million. City may request proof of Tenant's net worth at any time(s) during the term of this Agreement. In no event shall Tenant be required to provide information the disclosure of which could be interpreted to be in breach of any state or federal securities regulations. Tenant acknowledges that City is a public agency subject to the California Public Records Act, and therefore the parties agree that should Tenant provide any information pursuant to this Section 7.4 which Tenant claims to be confidential and/or proprietary ("Confidential Information"), then City shall use reasonable efforts not to disclose, reproduce, or disseminate the Confidential Information without the prior express written consent of Tenant; provided however that City may, upon request and if deemed legally necessary to comply with the California Public Records Act or other applicable law, release such Confidential Information without first obtaining Tenant's consent and without any liability to Tenant. "Severability of interest" or "separation of insureds" clauses shall

be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

8 **PERFORMANCE BOND.** In order to secure the performance of its obligations under this Agreement, Licensee will provide the following security instrument to the City:

8.1 **Performance Bond.** Prior to the commencement of any work under this Agreement, Licensee must provide a performance bond running to the City, in the sum of: (i) for 1-25 Site License Authorizations, a total sum of Twenty-Five Thousand Dollars (\$25,000); (ii) for 25-50 Site License Authorizations, a total sum of Fifty Thousand Dollars (\$50,000); and 51 or more Site License Authorizations, a total sum of One Hundred Thousand Dollars (\$100,000). If Licensee expands the number of Site License Authorizations during the term of this Agreement, Licensee shall adjust its performance security in accordance with the scale identified above. The performance bond is conditioned upon the performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the City as a result, including the full amount of any compensation, or costs of removal or abandonment of Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the performance bond. Licensee will keep the performance bond in place during the term of this Agreement.

8.2 **Assessment of the Bond.** Upon Licensee's failure to pay the City any amount owing under this Agreement, the performance bond may be assessed by the City for purposes including, but not limited to:

- (a) Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Licensee, after City provides notice and a reasonable opportunity to cure such violations.
- (b) To provide monetary remedies or to satisfy damages assessed against Licensee due to a material breach of this Agreement.

8.3 **Restoration of the Bond.** Licensee must deposit a sum of money or a replacement instrument sufficient to restore the performance bond to its original amount within 30 days after written notice from the City that any amount has been recovered from the performance bond. Failure to restore the bond to its full amount within 30 days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the City's decision to draw on the performance bond.

8.4 **Costs of Collection.** If the performance bond is drawn upon, all of City's costs of collection and enforcement of the provisions relating to the bond that

are specified in this section, including reasonable attorneys' fees and costs, will be paid by Licensee.

**8.5 Required Endorsement.** The performance bond is subject to the approval of the City Attorney and must contain the following endorsement:

*"This bond may not be canceled until sixty (60) days after receipt by the City Attorney, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."*

**8.6 Reservation of City Rights.** The rights reserved by the City with respect to the performance bond are in addition to all other rights and remedies the City may have under this Agreement or any other law.

**8.7 Admitted Surety Insurer.** The surety supplying the bond shall be an "admitted surety insurer", as defined in Code of Civil Procedure §995.120 and authorized to do business in the State of California.

**9 NOTICES.** All notices to be given pursuant to this Agreement must be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery addressed as follows:

If to City:

CITY OF ARCADIA  
Attn: Jason Kruckeberg  
Assist. City Manager  
240 West Huntington Drive  
Arcadia, CA 91066 If to Licensee:

If to Licensee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Municipal Facility License Agreement  
City of Arcadia, CA  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Dept – Network Operations  
Re: Municipal Facility License Agreement  
City of Arcadia, CA  
208 S. Akard Street  
Dallas, TX 75202-4206

**9.1 Date of Notices; Changing Notice Recipient or Address.**

Notices will be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either Party may from time to time designate any other recipient or address for this purpose by written notice to the other Party delivered in the manner set forth above.

**10 TERMINATION FOR DEFAULT.** Upon a default by the other Party of any material covenant or term of this Agreement, or of a Site License Authorization, which default is not cured within 45 days of receipt of written notice of default (or, if such default is not curable within 45 days, if the defaulting party fails to commence that cure within 45 days or fails thereafter diligently to prosecute such cure to completion) the non-defaulting Party may terminate the Agreement, if such failure is in relation to the Agreement as whole, or may terminate any individual Site License Authorization, if such failure is in connection solely with such Site License Authorization, upon 45 days' prior written notice to the other Party; provided, that the grace period for any monetary default will be 10 days from receipt of notice.

**11 ASSIGNMENT.** This Agreement and each Site License Authorization under it may be sold, assigned or transferred by the Licensee with notice to City but without any approval or consent of the City to any entity that controls or is controlled by Licensee, or is under common control with Licensee. For purposes of this section, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation). Any permitted assignee, buyer, or transferee shall assume all obligations of its assignor under the Agreement and be bound by all the terms and conditions, and it shall provide a written acknowledgement of such to the City within thirty (30) days after the assignment. Further, notice of such an assignment must be provided by Licensee to the City within thirty (30) days after the assignment. This Agreement may not otherwise be assigned by Licensee without the express written consent of City, which consent will not be unreasonably withheld, conditioned, or delayed.

**12 MISCELLANEOUS PROVISIONS.** The following provisions apply generally to the obligations of the Parties under this Agreement.

**12.1 Nonexclusive Use.** Licensee acknowledges that this Agreement does not provide Licensee with exclusive use of any Municipal Facility and that City retains the right to install and to permit others to install equipment or devices in or on Municipal Facilities provided the same does not interfere with Licensee's use of the Municipal Facility (unless required to serve City's own primary service requirements).

**12.2 Waiver of Breach.** The waiver by either Party of any breach or violation of any provision of this Agreement will not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

**12.3 Severability of Provisions.** If any provision of this Agreement is held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, that provision will be deemed to be severable from the remaining provisions of this Agreement and will not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each Party represents that it would have entered into this Agreement, and each of its provisions, regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

**12.4 Contacting Licensee.** Licensee will be available to the employees of any City department having jurisdiction over Licensee's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. City may contact by telephone the Licensee at telephone number 800-264-6620 regarding these problems or complaints.

**12.5 Governing Law; Jurisdiction.** This Agreement will be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of that action will be vested exclusively in the state courts of California, County of Los Angeles, or in the United States District Court for the Southern District of California.

**12.6 Attorneys' Fees.** If any dispute arising out of this Agreement results in litigation, the prevailing Party will be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

**12.7 AS IS CONDITION OF MUNICIPAL FACILITIES.** Municipal Facilities licensed to Licensee pursuant to this Agreement are licensed to and accepted by Licensee "as is" and with all faults. The City makes no representation or warranty of any kind as to the present or future condition of or suitability of the Municipal Facilities for Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Municipal Facilities and the merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Municipal Facility for Licensee's intended use. :

**12.8 Representations and Warranties.** Each of the Parties represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations hereunder and that those obligations will be binding upon that Party without the approval or consent of any other person or entity. Licensee represents that it has a franchise or other authorization to use the Public Ways for purposes contemplated in this Agreement. City represents that City owns all Municipal Facilities for the use of which it is collecting from Licensee the Annual Fee pursuant to this Agreement.

**12.9 Amendment of Agreement.** This Agreement may be amended only by a written instrument signed by both Parties.

12.10 **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to its subject matter. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.11 **Effective Date.** It is the intention of the parties that Licensee will first execute this Agreement and then submit it to the City. The effective date will be the date on which this Agreement is executed on behalf of the City. The City Clerk will insert the effective date in the introductory paragraph of all counterparts of this Agreement, attest to their execution by a duly authorized officer of the City, and transmit one or more fully executed counterparts to Licensee.

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

APPROVED AS TO FORM:

CITY OF ARCADIA

By: Stephen P. Dutsch  
CITY ATTORNEY

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

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

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

ATTEST:

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

LICENSEE

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Municipal Facility License Agreement  
City of Arcadia, CA  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

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

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

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

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

Exhibit A  
Site License Authorization

1. Licensee has submitted an application for a Site License Authorization ("Authorization") pursuant to that certain Municipal Right-of-Way Facilities Use Agreement between the City of Arcadia and Licensee dated \_\_\_\_\_ ("Agreement").
2. City has reviewed the application and grants approval subject to the terms of this Authorization.
3. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Authorization, the terms of this Authorization shall govern. Capitalized terms used in this Authorization shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
4. Project Description and Locations. Licensee shall have the right to attach the Equipment described in Attachment 1 to the specific space on or in the specific Municipal Facility identified in Attachment 2.
5. Services. The Equipment shall be used for constructing, maintaining, repairing and operating a communications facility and uses incidental thereto.
6. Term. The term of this Authorization shall be as set forth in Section 2 of the Agreement.
7. Annual Fees. Pole Fee [*insert applicable starting amount, as adjusted for CPI per Section 4.2)* ]

**Non-Pole Fee** [*if applicable, insert negotiated amount per Section 4.1*]

Annual Fees are subject to annual increase as provided in Section 4.2 of the Agreement

8. Installation Date. The earlier of \_\_\_\_\_ or the date that any Equipment is first installed by Licensee pursuant to a Site License Authorization issued by the City in accordance with the Agreement and is inspected and approved by City in accordance with its customary permitting procedures. The Installation Date shall be documented in writing following such determination.
9. Additional Conditions.
  - a. If this site license authorization is not counter-signed by Licensee and returned to Licensor within 30 days after receipt of the authorization by the

Licensee, it shall be void and of no legal effect. If Licensee still wants to use the Municipal Facility, Licensee will be required to submit a new permit application and associated fees.

[Signature page follows]

**CITY OF ARCADIA**

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

**Title:** \_\_\_\_\_

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

**ACCEPTED BY LICENSEE:**

**LICENSEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



# STAFF REPORT

Fire Department

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Barry R. Spriggs, Fire Chief  
By: Tom Devlin, Battalion Chief

**SUBJECT:** PURCHASE ORDER WITH L. N. CURTIS AND SONS FOR THE PURCHASE OF HURST EDRAULIC RESCUE TOOLS IN THE AMOUNT OF \$61,900

**Recommendation: Approve**

## **SUMMARY**

The Fiscal Year 2021-22 Equipment Acquisition Budget allocated funding for the purchase of hydraulic vehicle extrication equipment for Fire Truck 105 from L.N. Curtis and Sons, the sole distributor of Hurst Jaws of Life tools within the Los Angeles area. Current models utilize “edraulic” technology. Edraulic is a technology developed for rescue equipment where electrical energy is converted into hydraulic force, enabling it to operate the equipment faster and at a higher performance using electrical power versus hoses and power units. The Fire Department’s current Hurst vehicle extrication rescue equipment has reached its useful life cycle and is due for replacement. Therefore, it is recommended that the City Council approve, direct, and authorize the City Manager to execute a purchase order with L.N. Curtis and Sons for the purchase of Hurst edraulic rescue tools in the amount of \$61.900.

## **BACKGROUND**

Rescue tools are an essential resource for the protection of the life and safety of victims involved in vehicle accidents where the occupants become trapped. As such, the Fire Department must maintain serviceable rescue tools offering appropriate resource and response needs. In 2019, realizing the critical need for its replacement and that technological advances in the vehicle industry were outperforming the Department’s rescue equipment capabilities, the Fire Department formed a committee to evaluate, examine, and test the different makes and models of rescue tool manufacturers and determined that Hurst Jaws of Life, Inc. or “Hurst” rescue products met all the Department’s equipment standards in this category. This review also resulted in the recommendation to use an “edraulic” type of rescue tool that is manufactured specifically by Hurst. These rescue devices are new generation, battery-operated tool, offering faster

operational speeds, additional power and strength to cut, spread, and remove the stronger materials of vehicles manufactured today. In March 2022, another evaluation by the committee was conducted and reaffirmed that the edraulic tools by Hurst continue to have the functionality, durability, and design that best meets the industry standard for current rescue tools and auto extrication needs.

Finally, Hurst's edraulic new generation of vehicle extrication rescue tools will be supported by the manufacturer for 15 years offering support, service, replacement parts, and batteries. This length of warranty will help reduce annual maintenance and repair expenditures by maximizing the functionality of such an equipment for the next 15 years by Hurst Jaws of Life rescue products. These battery-operated versions are also fossil-fuel-free and environmentally friendly. They offer updated power, speed, and a quieter operation allowing for better communications during rescue operations and a less stressful environment to the victims that are trapped.

## **DISCUSSION**

The Fire Department budgeted funds for Fiscal Year 2021-22 to purchase an edraulic spreader, an edraulic cutter, an edraulic combination tool, two (2) edraulic rams, and associated spare batteries and chargers. This purchase would encompass all of these items.

The California Government Code authorizes public agencies to participate in cooperative purchase agreements such as those established by Sourcewell while still remaining within the City's adopted rules and procedures for purchasing. Sourcewell is a State of Minnesota agency and service cooperative purchasing program that was created under the laws of the State of Minnesota (Statutes Section 123A.21) that offers cooperative procurement solutions to all US public agencies.

Additionally, by utilizing a cooperative purchasing program, the City is able to streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. Cooperative purchasing agreements also leverage economies of scale to enable vendors to provide goods and services at reduced costs. In May 2020, Sourcewell entered into an agreement with L.N. Curtis and Sons through May 2024 to provide firefighting equipment, products and services including extrication tools which encompasses Hurst Jaws of Life tools. A copy of the agreement between Sourcewell and L.N. Curtis and Sons is attached. The bidding process and the contract between Sourcewell and L.N. Curtis and Sons have been reviewed by the Fire Department and it has been determined to meet the City's procurement requirements. Also the City has previously contracted with L.N. Curtis and Sons with similar rescue equipment type, and has been satisfied with their service.

**ENVIRONMENTAL IMPACT**

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

**FISCAL IMPACT**

Sufficient funding in the amount of \$61,900 has been allocated in the FY 2021-22 Equipment Acquisition Budget for this purchase of a spreader, a cutter, a combination tool, two (2) rams, and associated spare batteries and chargers.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and approve, direct, and authorize the City Manager to execute a purchase order with L.N. Curtis and Sons for the purchase of Hurst edraulic rescue tools in the amount of \$61.900.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Cooperative Purchasing Contract between Sourcewell and L.N. Curtis & Sons dba Curtis



## **Solicitation Number: RFP #040220**

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons dba Curtis**, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Vendor).

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 its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 5/5/2020 | 4:56 PM CDT

L.N. Curtis & Sons dba Curtis  
DocuSigned by:  
By: Nick Lawrence  
105BA01D37894D8...  
Nick Lawrence  
Title: Director of Special Programs  
Date: 5/5/2020 | 4:58 PM PDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/5/2020 | 7:07 PM CDT

# RFP 040220 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

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## Vendor Details

Company Name: L.N. Curtis & sons  
Does your company conduct business under any other name? If yes, please state: Curtis  
Address: 185 Lennon Lane  
Suite 110  
Walnut Creek, CA 94598  
Contact: Nick Lawrence  
Email: NLawrence@LNCurtis.com  
Phone: 510-499-4112  
HST#:

## Submission Details

Created On: Thursday March 26, 2020 00:16:36  
Submitted On: Thursday April 02, 2020 10:02:19  
Submitted By: Nick Lawrence  
Email: NLawrence@LNCurtis.com  
Transaction #: eaf74257-cdd2-4070-ad37-d6e40091bdf5  
Submitter's IP Address: 98.210.41.56

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons dba Curtis
2	Proposer Address:	L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598
3	Proposer website address:	www.LNCurtis.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Director of Special Programs L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598  NLawrence@LNCurtis.com (510) 499-4112
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Director of Special Programs L.N. Curtis & sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598  NLawrence@LNCurtis.com (510) 499-4112
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446  Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>L.N. Curtis &amp; sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind.</p> <p>The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, how-ever, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis &amp; sons as we know it today was born.</p> <p>Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis &amp; sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths.</p> <p>Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009.</p> <p>In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide.</p> <p>Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA.</p> <p>Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration.</p> <p>During subsequent years, four additions were made to the L.N. Curtis &amp; sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line.</p> <p>ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT).</p> <p>Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services.</p> <p>Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement.</p> <p>Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA.</p> <p>Throughout the decades, Curtis' mission has remained constant:</p> <p>"L.N. Curtis &amp; sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends"</p> <p>In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes®"</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation:</p> <p>1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches;  1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS);  1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels;  1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars;  1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts;  1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags;  1.a.vii Ladders including ground, extension, attic, folding, and, roof;  1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits;  1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment;  1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets  1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges  b. Services related to the equipment described in subsections 1</p>	*
9	What are your company's expectations in the event of an award?	<p>Curtis expects to:</p> <ul style="list-style-type: none"> <li>• Fulfill customer requirements, accurately, timely and with significant value</li> <li>• Curtis expects to make the ensuing contract very valuable to SourceWell and to the membership</li> <li>• Curtis expects to make a fair profit</li> </ul>	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials."	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Curtis is a distributor/dealer/reseller for the brands included in this proposal.	*

15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' business encompasses every category and subcategory contained within this RFP, to include: 1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches; 1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS); 1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels; 1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars; 1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts; 1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags; 1.a.vii Ladders including ground, extension, attic, folding, and, roof; 1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits; 1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment; 1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets 1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges b. Services related to the equipment described in subsections 1	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 98% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note:  NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter.  Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter.  GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (latest GSA Contract is 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City, UT Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

**Table 5: Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Products include a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	range from a few hundred-dollars to a million dollars or more.	Averaging approximately twenty-million dollars per year.	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars or more.	Averaging approximately six-million dollars per year.	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting equipment, Wildland gear, station PPE.	averages around \$50,000	average yearly sales volume totals approximately \$2M.	*
The City of Los Angeles Fire Department averages around	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment.	\$50,000 average	yearly sales volume totals approximately \$2.3M.	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from \$53.8K in 2018 to \$201.5K in 2019.	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire &amp; Emergency Services Operation Centers are located in the following locations:</p> <p>Curtis Walnut Creek Operations Center                  Corporate HQ                  Special Program Office (Programs and Contracts Management)                  185 Lennon Lane, Suite 110                  Walnut Creek, California 94598                  800.443.3556 Tel                  510.839.5325 Fax</p> <p>Curtis Salt Lake City Operations Center                  1635 Gramercy Road                  Salt Lake City, Utah 84101                  800.426.0509 Tel                  801.487.1278 Fax</p> <p>Curtis Seattle Operations Center                  6507 S. 208th Street                  Kent, Washington 98032                  800.426.6633 Tel                  206.622.2723 Fax</p> <p>Curtis Los Angeles Operations Center                  16821 Knott Avenue                  La Mirada, CA 90638866.557.0254 Tel                  323.780.1484 Fax</p> <p>Curtis Phoenix Operations Center                  4647 South 33rd Street                  Phoenix, AZ 85040                  877.453.3911 Tel                  602.453.3910 Fax</p> <p>Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction.</p> <p>Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"</p>
26	Dealer network or other distribution methods.	<p>Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.</p>
27	Service force.	<p>In addition to providing pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community:</p> <ul style="list-style-type: none"> <li>• Warehousing &amp; Inventory—logistics management and inventory control specialists who provide a full suite of logistics services to our customers</li> <li>• Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&amp;ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection.</li> <li>• Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance</li> <li>• Personal Protective Equipment and Ensemble Care &amp; Maintenance—Curtis' wholly owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards</li> <li>• Manufacturer Field and Product Technician Teams-Curtis has access to supplier specialists and technical teams for customer support and education</li> <li>• CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools &amp; related equipment, SCBA, Compressors, Small Engine Repair, and other related products.</li> </ul>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Although customer and technical support is available at each of our Customer Service Operation Centers, Curtis understands that “normal office hours” has lost all real meaning in the global marketplace.</p> <p>Serving a world-wide customer community spanning all time zones, Curtis’ customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship.</p> <p>Curtis’ customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company’s customers. This enables Curtis’ customers to contact the company’s sales force directly for sales and service requests 24/7/365.</p> <p>Additionally, using toll-free numbers during “outside-of-normal” business hours or on national holidays, Curtis representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. Curtis’ representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>As previously discussed in #29, all products included in Curtis’ proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Curtis price quotes for Hawaiian, Alaskan and territories inquiries will be FOB: Destination that will be calculated using the following formula:</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (<a href="https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&amp;ActionOriginPair=SeamlessExperience_StartSession&amp;FREIGHT_TYPE=LTL">https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&amp;ActionOriginPair=SeamlessExperience_StartSession&amp;FREIGHT_TYPE=LTL</a>) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified.</p> <p>Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers.</p> <p>Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money.</p> <p>We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract.</p> <p>Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion.</p> <p>Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals.</p> <p>A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes:</p> <ul style="list-style-type: none"> <li>• LNCurtis.com Homepage – Main Product Merchandising Space</li> <li>• LNCurtis.com Homepage – Call to Action Banner for Lead Generation</li> <li>• LNCurtis.com – Call to Action Pop-up Modal for Lead Generation</li> <li>• MSA G1 SCBA Landing Page (<a href="https://www.lncurtis.com/msa-g1-scba">https://www.lncurtis.com/msa-g1-scba</a>)</li> <li>• MSA G1 SCBA Product Detail Page (<a href="https://www.lncurtis.com/MSA-G1-SCBA-4500-psiOperating-System_2">https://www.lncurtis.com/MSA-G1-SCBA-4500-psiOperating-System_2</a>)</li> <li>• Social Media Posts and Ads</li> <li>• Email Marketing</li> <li>• Industry Website Ads</li> <li>• Search Engine Ads</li> <li>• Search Engine Optimization includes, among other parameters <ul style="list-style-type: none"> <li>o Keyword Campaigns</li> <li>o Metadata</li> <li>o Rich Content</li> <li>o Backlinking</li> </ul> </li> </ul> <p>A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing.</p> <p>Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: <a href="https://www.lncurtis.com/hydro-testing">https://www.lncurtis.com/hydro-testing</a>.</p> <p>Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures.</p> <p>Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged.</p> <p>Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract.</p> <p>In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information.</p> <p>Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include:</p> <ul style="list-style-type: none"> <li>• Quick and secure customer access</li> <li>• Real-time order entry system</li> <li>• Email order confirmation</li> </ul> <p>A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront. Additional features of Curtis' eCommerce Catalog include:</p> <ul style="list-style-type: none"> <li>• An attribute-based system, used to search for products</li> <li>• Additional fields of information for searching</li> <li>• Unlimited links from the catalog records to images, specification documents, and page references</li> </ul> <p>As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership.</p> <p>Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It's not JUST about products!</p> <p>Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes:</p> <ul style="list-style-type: none"> <li>• Training on water flow products (education and training)</li> <li>• Training (start-up, safety, operations and maintenance) of breathing air systems</li> <li>• Trench and collapsed building rescue equipment training</li> <li>• Complete rescue tool product education, training, and maintenance services</li> </ul> <p>CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites.</p> <p>An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration.</p> <p>Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>All products are state-of-the-art, using the latest technology available for the market.</p> <p>Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems offering our customers with the latest information about products, innovations, and their applied technologies.</p> <p>Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses.</p> <p>Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting Equipment Program as a platform with which to provide new opportunities to underutilized businesses.</p> <p>However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.</p>	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, &amp; emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog.</p> <p>Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT.</p> <p>Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product &amp; service offerings.</p> <p>Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog.</p> <p>Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide.</p> <p>A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggyback" contact mechanism and a related year-to-year growth in sales.</p> <p>Curtis' Corporate Mission (why we do what we do):</p> <p>"L.N. Curtis &amp; sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home."</p> <p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>Curtis' offer includes one or more brands for each of the following product categories:</p> <p>1.a.i Firefighting water flow equipment including hoses, adaptors, monitors, nozzles, valves, racks, rollers, and wrenches;</p> <p>1.a.ii Fire pumps including skid units, portable pumps, compressed air foam systems (CAFS);</p> <p>1.a.iii Firefighting suppression, retardant, and extinguishing agents including foam, dry chemicals, concentrates, and gels;</p> <p>1.a.iv Firefighting attack and rescue tools including ventilation systems, forcible entry tools, thermal imaging equipment, saws, axes, and Halligan bars;</p> <p>1.a.v Extrication tools including sledges, rams, cutters, spreaders, drills, lifting bags, cushions, combo tools, and rapid stabilization struts;</p> <p>1.a.vi Technical, vertical, trench, and confined space rescue equipment including cribbing, rope, webbing, pulleys and descenders, and rescue bags;</p> <p>1.a.vii Ladders including ground, extension, attic, folding, and, roof;</p> <p>1.a.viii Hazardous material equipment including gas detection and monitoring equipment, HazMat suits, decontamination equipment, and staging kits;</p> <p>1.a.ix Wildland firefighting equipment and tools, and wildland firefighting upfits for vehicles, ATV/UTVs, or equipment;</p> <p>1.a.x Basic emergency medical supplies including respirators, gloves, wraps, dressings, kits, and emergency blankets</p> <p>1.a.xi Related tools and accessories including bags, goggles, straps, flashlights, decals, and badges</p> <p>b. Services related to the equipment described in subsections 1.</p>	*
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Curtis will not be providing products or services to membership located in Canada.</p>	*

## Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document

## upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes.</p> <p>Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs.</p> <p>The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice).</p> <p>Please refer to attachment, "Item 43 - Curtis Terms &amp; Conditions of Sales"</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when stated as part of the Manufacturer's standard warranty.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations.</p> <p>When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>We take responsibility for what we sell.</p> <p>Curtis offers warranty service for all brands and models that we sell and that are included in this proposal, whether the actual warranty repair or replacement is performed by Curtis or by the original equipment manufacturer.</p>

48	What are your proposed exchange and return programs and policies?	<p>Curtis will re-fund or exchange your purchase within the following guidelines:</p> <p>Product must be returned in new, unused condition within 30 days of receipt.</p> <p>Any product the customer seeks to return after that date is subject to review by Curtis, and may be non-returnable.</p> <p>Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded.</p> <p>Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return.</p> <p>Clearance or Used product is also non-returnable.</p> <p>Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor.</p> <p>A re-stocking and handling fee, as required by our vendor and transportation costs to return to our vendor will be charged.</p> <p>Return your product(s) by following these steps:</p> <ol style="list-style-type: none"> <li>1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-quest a return or exchange.</li> <li>2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product.</li> <li>3. Return your product by bringing it into or shipping to the Curtis location specified on the RA.</li> <li>4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you.</li> <li>5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition.</li> </ol> <p>Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you.</p> <p>You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.</p>	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*

53	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell Members' purchase orders.</p>	<p>Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status.</p> <p><b>ORDERS</b> Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line.</p> <p><b>ORDER PROCESSING</b> After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]).</p> <p><b>ORDER SCHEDULING &amp; DELIVERY</b> Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders.</p> <p><b>ORDER CONFIRMATION</b> Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite).</p> <p><b>NOT-IN-STOCK CONDITIONS</b> Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration.</p> <p><b>PARTIAL DELIVERY / BACK ORDER PROCEDURES</b> Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back orders status are provided to the customer on a regular basis until the order is filled.</p> <p><b>ORDER BILLING</b> Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.</p> <p><b>PAYMENT FOR GOODS RECEIVED</b> Curtis extends payment terms of net thirty (30) days from date of invoice.</p>	*
54	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?</p>	<p>Curtis accepts credit cards purchases while adding no processing fees.</p>	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering."</p> <p>Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.</p>
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price.</p> <p>The list prices are defined within the current Price List / Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).</p>
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following:</p> <p>On-Contract Products &amp; Services: Price will be the list price less as contracted discount for the brand/model, plus freight.</p> <p>Open Market Products &amp; Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.</p> <p>Lines containing open market items will be so identified within the Curtis quote.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Shipments to customers located in the continental 48 states: FOB: Origin, freight added, or as otherwise required by the customer.</p> <p>Shipments to customers located in territories, Alaska and Hawaii: FOB: Destination Curtis price quotes will include a shipping estimate that will be calculated using the following formula:</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (<a href="https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&amp;ActionOriginPair=SeamlessExperience_StartSession&amp;FREIGHT_TYPE=LTL">https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&amp;ActionOriginPair=SeamlessExperience_StartSession&amp;FREIGHT_TYPE=LTL</a>) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.</p>

61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>As discussed in #60, Curtis prices for territories, Hawaiian and Alaskan will be FOB: Destination, with estimated shipping charges calculated using the following formula:</p> <p>List price less the Brand Discount plus an (estimated) Freight Charge.</p> <p>Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (<a href="https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&amp;ActionOriginPair=SeamlessExperience_StartSession&amp;FREIGHT_TYPE=LTL">https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&amp;ActionOriginPair=SeamlessExperience_StartSession&amp;FREIGHT_TYPE=LTL</a>) or other calculators made publicly available by other shipping companies.</p> <p>Curtis will always seek best value for our customers.</p> <p>The customer invoice will include actual freight charges as a separate line item.</p>
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to:</p> <ul style="list-style-type: none"> <li>• Acquire support items and spare parts</li> <li>• Catalog the items</li> <li>• Receive the items</li> <li>• Store and warehouse the items</li> <li>• Transfer the items to where they are needed</li> <li>• Issue the items</li> <li>• Dispose of secondary items</li> <li>• Provide for initial support of the system</li> <li>• Acquire, distribute, and replenish inventory</li> <li>• And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support Logistics Solutions.</li> </ul> <p>CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include:</p> <ul style="list-style-type: none"> <li>• Expedited</li> <li>• Port and Rail Drayage</li> <li>• Intermodal</li> <li>• International (Ocean Freight/Air Freight)</li> <li>• Less-than-truckload</li> <li>• Specialized Equipment – temperature controlled, HAZMAT, etc.</li> <li>• Freight Forwarding</li> </ul> <p>Kitting Solutions</p> <p>When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling.</p> <p>Our product kitting and assembly services allow customers to:</p> <ul style="list-style-type: none"> <li>• Reduce inventory</li> <li>• Respond quickly and economically to changing demand for custom packs</li> <li>• Fulfill individual custom orders</li> <li>• Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs.</li> <li>• Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits.</li> <li>• Our labor solutions help you economically manage activity spikes and meet last-minute requests.</li> </ul>

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule.</p> <p>It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership.</p> <p>The Pricing Offered in this proposal is detailed in the attachment, "Item 63 - Curtis Price Offering."</p> <p>Curtis anticipates that future requests will be submitted to the Sourcwell to add products reflecting future product enhancements made by industry or requests for products made by members.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract.</p> <p>Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire &amp; Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program).</p> <p>After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.</p>
65	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcwell a 1.5% administrative fee of total net revenues (gross sales, less product returns, freight, and taxes), on a quarterly basis.

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite.</p> <p>Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management.</p> <p>Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders).</p> <p>Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.</p>
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	<p>As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service.</p> <p>In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.</p>
68	Describe available options for customization of the products and/or equipment offered in your proposal.	<p>Firefighting equipment can be highly customized products, based on the requirements of each department, and sometimes, each firefighter.</p> <p>Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the optimal performance specifications and design requirements required to meet each department's unique Risk Assessment.</p>
69	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	<p>All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.</p> <p>There are no unique attributes of the Curtis process. We adapt our support activities to be in full compliance with the requirements placed upon us by both the procurement and operations side of our customers' organizational structures and regulations.</p>
70	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Item 10 - Curtis Financials.pdf - Wednesday April 01, 2020 19:01:58
- [Marketing Plan/Samples](#) - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Wednesday April 01, 2020 19:02:22
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday April 01, 2020 19:02:38
- [Pricing](#) - Item 63 - Curtis Price Offering.xlsx - Wednesday April 01, 2020 19:03:32
- [Additional Document](#) - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday April 01, 2020 19:04:17

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Firefighting_Eqpt_and_Tools_RFP040220</b> Thu March 19 2020 10:41 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Firefighting_Eqpt_and_Tools_RFP040220</b> Wed March 4 2020 11:38 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Firefighting_Eqpt_and_Tools_RFP040220</b> Wed February 19 2020 03:16 PM	<input checked="" type="checkbox"/>	2



# STAFF REPORT

Police Department

**DATE:** May 3, 2022

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE OF AMMUNITION FROM SAN DIEGO POLICE EQUIPMENT CO., INC. IN AN AMOUNT NOT TO EXCEED \$77,800  
**Recommendation: Waive the Formal Bid Process and Approve**

## SUMMARY

It is recommended that the City Council authorize the purchase of new factory ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$77,800.

## DISCUSSION

All police officers are required to maintain standards of proficiency for various weapons used in their line of duty. Purchases of ammunition are made on an as-needed basis to maintain adequate inventory and officers' proficiency levels through monthly qualifications and scheduled trainings. The Police Department maintains a variety of weapons to respond to any potential threats to the safety and welfare of the citizens of Arcadia.

The Department's weapons all require specialized types of ammunition, which are limited to specific manufacturers and authorized dealers. The Department utilizes two primary brands of ammunition, Federal Premium and Speer, which are owned and manufactured solely by Alliant Techsystems, Inc. ("ATK"). San Diego Police Equipment Co., Inc. is the sole authorized dealer and distributor of ATK ammunition for the Western United States region. Separately, the Department also purchases ammunition from Blackhills Ammunition, Inc., for ammunition specifically used for SWAT-sniper training and operations. ATK and Blackhills' ammunition have been utilized by the Department for over a decade and continue to meet the Department's ammunition standards based on ballistic capabilities, performance, and function reliability.

Given that San Diego Police Equipment Co., Inc. is the sole authorized dealer and distributor of ATK ammunition, it is recommended that the City Council waive the formal bid process and authorize the purchase.

**ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

Based on previous usage, approximately \$77,800 in ammunition will be necessary during the Fiscal Year to meet the Department’s needs. Sufficient funds for the purchase of ammunition have been allocated in the Fiscal Year 2021-22 Budget under Patrol FTU supplies.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”); and waive the formal bid process and authorize the purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$77,800.

Approved:

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