

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, June 20, 2023, 4:30 p.m.

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

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

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

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

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

How to Submit Public Comment:

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

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

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

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

如何提交公众评论意见：

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

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

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

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

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS (5-minute time limit each speaker)

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

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Jesus Anguiano and Josefina Anguiano v. City of Arcadia, Arcadia Public Works Services Department; and Does 1-30, inclusive (Case No. 22STCV05427)
- b. Pursuant to Government Code section 54956.9(d)(4) to confer with legal counsel regarding potential litigation - two (2) cases.

OPEN SESSION

- a. Interview potential candidates for appointment to the Planning Commission.

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

1. CALL TO ORDER

2. INVOCATION

Reverend Eva Thai-Erwin, Church of the Good Shepherd

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation of Mayor's Certificate of Commendation to WWII Veteran and 60-year Arcadia resident Joe Sciarra.

8. APPOINTMENTS

- a. Appointments to City Boards and Commissions.
CEQA: Not a Project
Recommended Action: Make Appointments

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 acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, in the discretion of the City Council.

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

- a. Resolution No. 7510 Confirming the Engineer's Report for the levy and collection of the Arcadia Citywide Lighting District No. 1 and the associated Assessment Diagram; and ordering the levy and collection of assessments for Fiscal Year 2023-24.
CEQA: Not a Project
Recommended Action: Adopt

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. Regular Meeting Minutes of June 6, 2023.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7493 amending the Fiscal Year 2019-20 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for design of the new Goldring Municipal Water Supply Well in the amount of \$111,350, offset by a reduction in the Water Reserve Fund, and amending the Professional Services Agreement with Stetson Engineers, Inc. for design of the new Goldring Municipal Water Supply Well in the amount of \$222,700.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7502 adopting a list of projects for Fiscal Year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017.
CEQA: Not a Project
Recommended Action: Adopt
- d. Resolution No. 7509 requesting the termination of proceedings related to Local Agency Formation Commission ("LAFCO") Reorganization Case No. 2023-02 to the City of Monrovia for the property addressed as 923 S. 10th Avenue.
CEQA: Not a Project
Recommended Action: Take No Action
- e. Resolution No. 7511 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for emergency street repairs on Sunset Boulevard between Portola Drive and Balboa Drive in the amount of \$93,658, offset by a reduction in the General Fund Reserve; and approving a Purchase Order with Mission Paving and Sealing, Inc. for emergency street repairs on Sunset Boulevard between Portola Drive and Balboa Drive in the amount of \$93,658.
CEQA: Exempt
Recommended Action: Adopt and Approve
- f. Resolution No. 7512 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Miscellaneous Sewer Main Repair Project in the amount of \$10,800, offset by a reduction in the Sewer

Reserve Fund; and accepting all work performed by Bonadiman Water, Inc. for the Miscellaneous Sewer Main Repair Project as complete.

CEQA: Exempt

Recommended Action: Adopt and Approve

- g. Resolution No. 7513 approving continued participation in the Los Angeles Urban County Community Development Block Grant Program ("CDBG") and authorizing the City Manager to sign a Cooperation Agreement with the Los Angeles County Development Authority ("LACDA").

CEQA: Not a Project

Recommended Action: Adopt

- h. Resolution No. 7515 amending Resolution No. 7383 establishing compensation and related benefits for City Council, Executive Management and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (Communication and Engagement Officer).

CEQA: Not a Project

Recommended Action: Adopt

- i. Resolution No. 7516 approving the Multiple Employer Other Post-Employment Benefits and Pension Section 115 Trust administered by Shuster Advisory Group, LLC, and transfer of the City's current Other Post-Employment Benefits Trust with California Employers' Retiree Benefit Trust, and approve a Trust Administrative Service and Investment Advisory Agreements with Shuster Advisory Group, LLC.

CEQA: Not a Project

Recommended Action: Adopt and Approve

- j. Contract with Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project in the amount of \$1,525,000, with a 10% Contingency.

CEQA: Exempt

Recommended Action: Approve

- k. Professional Services Agreement with Citiguard, Inc. for Security Guard Services for Fiscal Years 2023-24 through 2025-26, in an amount not to exceed \$93,600, with the option of three one-year renewals.

CEQA: Not a Project

Recommended Action: Approve

- l. Professional Services Agreement with Allied Universal for Jail Operation Services for Fiscal Years 2023-24 through 2025-26, in an amount not to exceed \$1,215,300 over the three-year period, with the option of three one-year renewals.

CEQA: Not a Project

Recommended Action: Approve

- m. Amendment to the Professional Services Agreement with Executive Information Services, Inc. for PS.NET Public Safety Software System Support Services in the amount of \$39,821.

CEQA: Not a Project

Recommended Action: Approve

- n. Amendment to the Professional Services Agreement with Baker & Taylor for Primary Library Materials Vendor Services.

CEQA: Not a Project

Recommended Action: Approve

- o. Final Tract Map No. 82953 for an eight-unit multi-family residential condominium subdivision at 416-428 Genoa Street.
CEQA: Exempt
Recommended Action: Approve
- p. Purchase Order with S & J Supply Company Inc. for the purchase of water pipeline fittings, brass valves, and other related accessories for the City's Water Distribution System in the amount of \$144,000, with the option of three one-year extensions.
CEQA: Not a Project
Recommended Action: Approve
- q. Purchase Order with OverDrive, Inc. for eBooks, eMagazines, digital audiobooks, and streaming videos in an amount not to exceed \$69,000.
CEQA: Not a Project
Recommended Action: Approve
- r. Purchase Order with OCLC, Inc. for Bibliographic Services and Metadata in an amount not to exceed \$32,525.
CEQA: Not a Project
Recommended Action: Approve
- s. Accept all work performed by General Pump Company, Inc. for the Inspection and Rehabilitation of the Orange Grove Well 1A Project as complete.
CEQA: Exempt
Recommended Action: Approve

13. CITY MANAGER

- a. Resolution No. 7514 authorizing the City Manager to accept gifts and donations having a value or in an amount of \$10,000 or less.
CEQA: Not a Project
Recommended Action: Adopt
- b. Report, discussion, and direction regarding a City of Arcadia Homelessness Summit.
CEQA: Not a Project
Recommended Action: Provide Direction

14. ADJOURNMENT

The City Council will adjourn this meeting to July 18, 2023, 6:00 p.m. at 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. Copies of individual Agenda Reports are available via email upon request (CityClerk@ArcadiaCa.gov). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

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

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

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

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

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

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

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

欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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



STAFF REPORT

Office of the City Clerk

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: APPOINTMENTS TO CITY BOARDS AND COMMISSIONS
CEQA: Not a Project
Recommendation: Make Appointments

SUMMARY

Annually, the City Council appoints individuals to serve on various City Boards and Commissions. This agenda item will enable the City Council to take action to fill vacancies on the Arcadia Beautiful Commission, Human Resources Commission, Library Board of Trustees, Planning Commission, Recreation and Parks Commission, and Senior Citizens' Commission. It is recommended that the City Council make the necessary appointments to fill vacancies on Arcadia's Boards and Commissions effective July 1, 2023.

BACKGROUND

Arcadia's Boards and Commissions exist to advise the City Council on designated matters that impact the community. There are seven City Boards and Commissions: Arcadia Beautiful, Arcadia Museum, Human Resources, Library Board of Trustees, Planning, Recreation and Parks, and Senior Citizen's, all with terms beginning on July 1 and ending by June 30, unless there is an unplanned vacancy and someone is asked to fill the remainder of an unexpired term.

Most City Boards and Commissions are advisory in nature except for the Human Resources Commission, the Library Board of Trustees, and the Planning Commission, who have been granted additional duties and powers. Each Board and Commission is governed by the protocols in the Boards and Commissions Handbook as well as any specific provisions in their authorizing ordinances. Each Spring, the City Clerk's Office initiates a recruitment process for City Boards and Commissions. The recruitment period begins a few months before appointments are made by the City Council in June.

The City advertises Board and Commission openings through its communication channels that include the City's website, social media channels, monthly Hot Sheet, and quarterly Newsletter. If there are any mid-term vacancies, the City Clerk's Office revisits the list of applicants that were not appointed, but have kept their resume and application on file with the City. Any interested applicants are then recommended to the City Council for appointment.

Each member of a City Board and Commission may generally serve up to two (2) consecutive four-year terms. The exception to this rule is the Senior Citizens' Commission, where members may serve up to two (2) consecutive two-year terms. The Senior Citizens' Commission also maintains five openings that are filled by local service club organizations that include one member each from the Arcadia Golden Age Club, Arcadia Traveler's Club, Arcadia Senior Men's Club, Arcadia Senior Friendship Club, and the Assistance League of Arcadia. For these three appointments, each service club recommends a member who will represent their organization and serve on the City's Senior Citizens' Commission.

DISCUSSION

All City Boards and Commissions have openings this year except for the Museum Commission. This year, there are 11 openings sought by 12 new applicants plus 6 incumbents seeking reappointment, for a total of 18 applicants. All five districts of Arcadia are represented in the 18-person applicant pool. It is recommended that the City Council fill vacancies on the following Boards and Commissions.

- Arcadia Beautiful Commission (2 positions open)
- Human Resources Commission (1 position open)
- Library Board of Trustees (1 position open)
- Planning Commission (1 position open)
- Recreation and Parks Commission (2 positions open)
- Senior Citizens' Commission (1 At-large and 3 Service Club positions open)

In order to facilitate City Council action, the following documents are attached to this report:

1. Attachment No. 1 - "Appointment Summary," shows the number of vacancies open on each Board/Commission, which members are eligible for reappointment, and the names of individuals who have submitted resumes and are interested in serving on that Board/Commission.

2. Attachment No. 2 - Current Board and Commission Roster.
3. Attachment No. 3 - Citizen Service Resumes and letters of recommendation from Arcadia Service Clubs, if required.

Per City requirements, all applicants have been verified as residents, being at least 18 years of age, and registered voters of the City.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no fiscal impact as a result of City Council action on this item.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act ("CEQA"); and make appointments to fill vacancies on Arcadia Boards and Commissions effective July 1, 2023.

Attachment No. 1: Appointment Summary Sheet
Attachment No. 2: Current Board and Commission Roster
Attachment No. 3: Citizen Service Resumes

2023 BOARDS AND COMMISSIONS APPOINTMENT SUMMARY				
ARCADIA BEAUTIFUL COMMISSION	* 2 Positions Open		Interested in 2023	
Applicants on File	Gary Brewer - D2	Eligible for Reappointment	YES	
	Daniel Malki - D5			
	Vivien Watts - D2			
	Manolito (Sonny) Mediana - D5			
	Angela Gren - D1			
HUMAN RESOURCES COMMISSION	* 1 Position Open		Interested in 2023	
Applicants on File	Kaitlyn Jeong - D5	Eligible for Reappointment	YES	
	Daniel Malki - D5			
	Terrence Shay - D5			
	Vivien Watts - D2			
	Pardha Akalamkam - D4			
LIBRARY BOARD	*1 Position Open		Interested in 2023	
Applicants on File	Daniel Malki - D5			
	Thomas Tseng - D5			
	Manolito (Sonny) Mediana - D5			
	Pardha Akalamkam - D4			
PLANNING COMMISSION	*1 Position Open		Interested in 2023	
Applicants on File	David Arvizu - D1			
	Daniel Malki - D5			
	Terrence Shay - D5			
	Manolito (Sonny) Mediana - D5			
	Aya Yoshida - D3			
	Angela Gren D1			
	Thomas Tseng - D5			
	Pardha Akalamkam - D4			
RECREATION AND PARKS COMMISSION	*2 Positions Open		Interested in 2023	
Applicants on File	Karen Yu - D2 (Filling Unexpired Term)	Eligible for Appointment	YES	
	Peter Chu - D5	Eligible for Reappointment	YES	
	Daniel Malki - D5			
	Vivien Watts - D2			
	Manolito (Sonny) Mediana - D5			
	Aya Yoshida - D3			
	Roberto Ayala - D1			
	Jamie Lee - D5			
	Pardha Akalamkam - D4			
SENIOR CITIZENS' COMMISSION	*1 At-Large Position Open *3 Service Club Positions Open (2-year terms)		Interested in 2023	Recom. Letter
At-Large	Robert Bolster- D2 (Filling Unexpired Term)	Eligible for Reappointment	YES	N/A
	Jamie Lee - D5			
Traveler's Club	Joyce Platt - D5			YES
Senior Men's Club	Stephen (Steve) Sherman - D5			YES
Senior Friendship Club	Margaret Swope - D4	Eligible for Reappointment	YES	YES

Attachment No. 2

ARCADIA CITY COUNCIL & BOARDS AND COMMISSIONS ROSTER 240 W. HUNTINGTON DRIVE, ARCADIA, CA 91007

CITY COUNCIL

Regular Meetings – 1st & 3rd Tuesday of each month, Conference Room, 6:00 p.m.; Council Chamber, 7:00 p.m.

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

TERM EXPIRES

April 2024
April 2024#
April 2026
April 2026
April 2026

ARCADIA BEAUTIFUL COMMISSION

Meetings are held as needed at a time and place tbd (Liaison: Kwan)

Burton Brink
Robert Miller
Barbara Lyle
Ethel Laczko
Sheryl Hunter
Gary Brewer
Lee Shimmin

6-30-25#
6-30-25#
6-30-24#
6-30-24#
6-30-25#
6-30-23
6-30-23#

ARCADIA MUSEUM COMMISSION

Meetings are held on 1st Wednesday of every other month, Museum Conference Room, 5:00 p.m. (Liaison: Verlato)

Marilyn Daleo
Billie Tone
Virginia Blitz
Angela Ayala (Filling Unexpired Term)
Janalee Shimmin

6-30-26
6-30-26#
6-30-26#
6-30-24#
6-30-26

HUMAN RESOURCES COMMISSION

Regular Meetings – 2nd Thursday of each month, Council Chamber, 5:30 p.m. (Liaison: Cheng)

Lula Eskander
Kaitlyn Jeong
Tina Rodriguez
Michael Rock
Huong Sueyen McMahon

6-30-24
6-30-23
6-30-25
6-30-24#
6-30-26

LIBRARY BOARD

Regular Meetings – 3rd Thursday of each month, Library Conference Room, 4:30 p.m. (Liaison: Wang)

Elizabeth Renfrew
Connie Liao
R. Carlton Seaver
Alice Wang
Miriam Carter

6-30-24#
6-30-26
6-30-25
6-30-23#
6-30-26#

PLANNING COMMISSION

Regular Meetings – 2nd & 4th Tuesday of each month, Council Chamber, 7:00 p.m. (Liaison: Cao)

Domenico Tallerico
Marilynne Wilander
Vincent Tsoi (Filling Unexpired Term)
Angela Hui
Brad Thompson

6-30-26
6-30-26#
6-30-24#
6-30-26
6-30-23#

Revised 12/21/22

Indicates serving second term

RECREATION AND PARKS COMMISSION**TERM EXPIRES**

Regular Meetings – 2nd Wednesday of each month, Recreation Department, 375 Campus Drive, 6:00 p.m. (Liaison: Verlato)

Karen Yu (Filling Unexpired Term)	6-30-23#
Gregory Vanni	6-30-26
Peter Chu	6-30-23
Steve Swinney	6-30-24#
Valerie Cheung	6-30-24

SENIOR CITIZENS' COMMISSION

Regular Meetings – 1st Thursday of each month, Recreation Department, 375 Campus Drive, 4:00 p.m. (Liaison: Kwan)

Nilo Salazar – Golden Age Club Appointment	6-30-24#
Robert Bolster – At Large Appointment (Filling Unexpired Term)	6-30-23
Donna Salter – At Large Appointment	6-30-24#
Marilyn Mazone – Traveler's Club Appointment	6-30-23#
VACANT – Senior Men's Club Appointment	6-30-21#
Margaret Swope – Arcadia Senior Friendship Club Appointment	6-30-23
Kathrynn Penny – At Large Appointment	6-30-24#
Charlene Martinez– Assistance League	6-30-24#

Revised 12/21/22

Indicates serving second term

ARCADIA BEAUTIFUL COMMISSION APPLICANTS

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- | | |
|--|--|
| ☒ Arcadia Beautiful Commission* <i>SECOND TERM</i> | ☐ Planning Commission |
| ☐ Arcadia Museum Commission | ☐ Recreation and Parks Commission |
| ☐ Human Resources Commission | ☐ Senior Citizens Commission |
| ☐ Library Board of Trustees | |

NAME GARY BREWER DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION RETIRED

EMPLOYER [REDACTED] ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 48 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

JR. COLLEGE GRADUATE
JOURNEYMAN MEAT CUTTER

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

QUARTER CHAMBER OF COMMERCE VICE PRESIDENT
ECONOMIC RE-DEVELOPMENT COMMISSION
SMALL BUSINESS OWNER 1985-1994
ARCADIA BEAUTIFUL 1995-2005 + CURRENT

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

14 YEARS EXPERIENCE ON ABC

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

TO KEEP THE STANDARDS OF ARCADIA, HIGH

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



4/20/2023
DATE

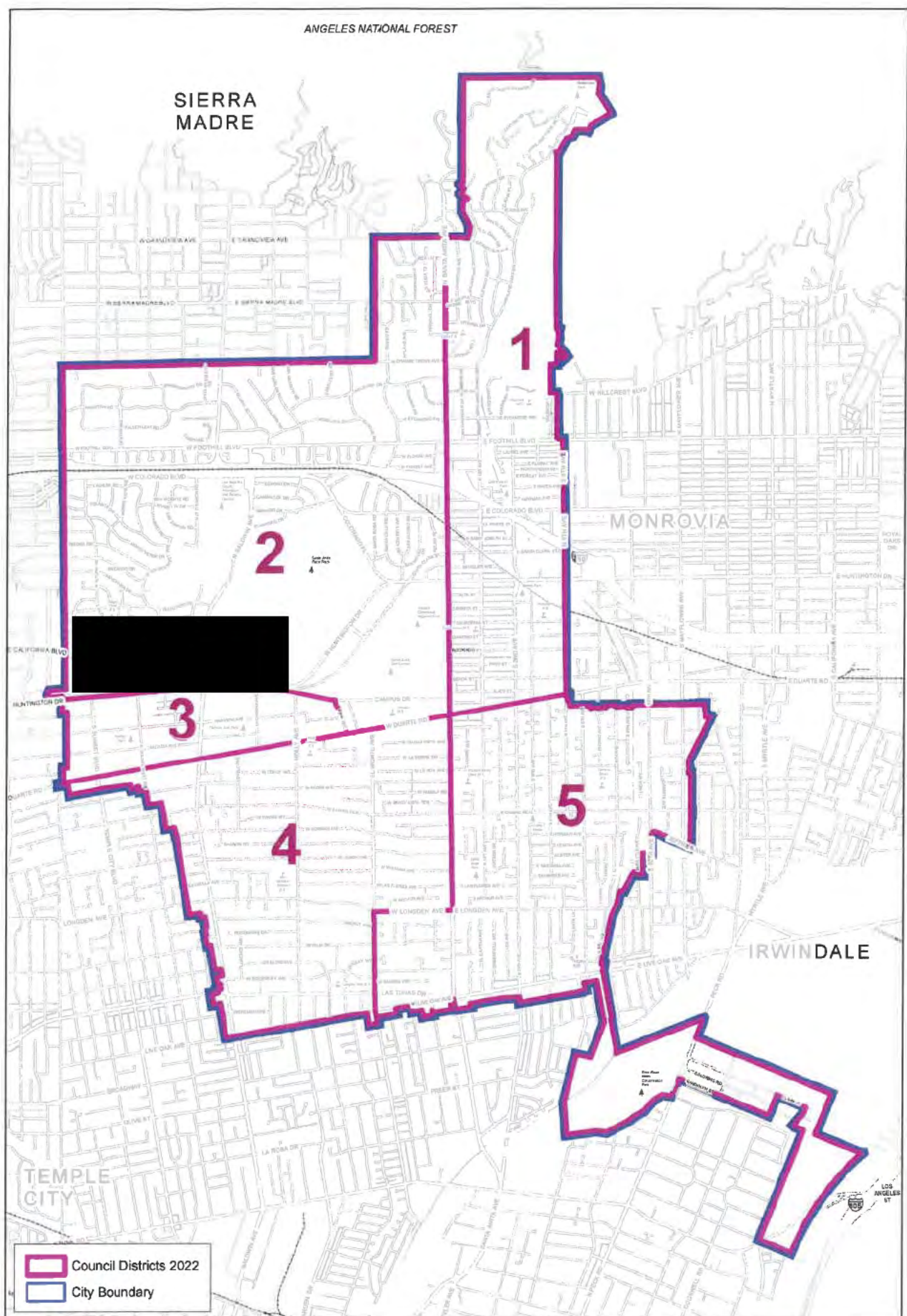
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA
CITY CLERK

NAME Malki Daniel DATE OF BIRTH [REDACTED]

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

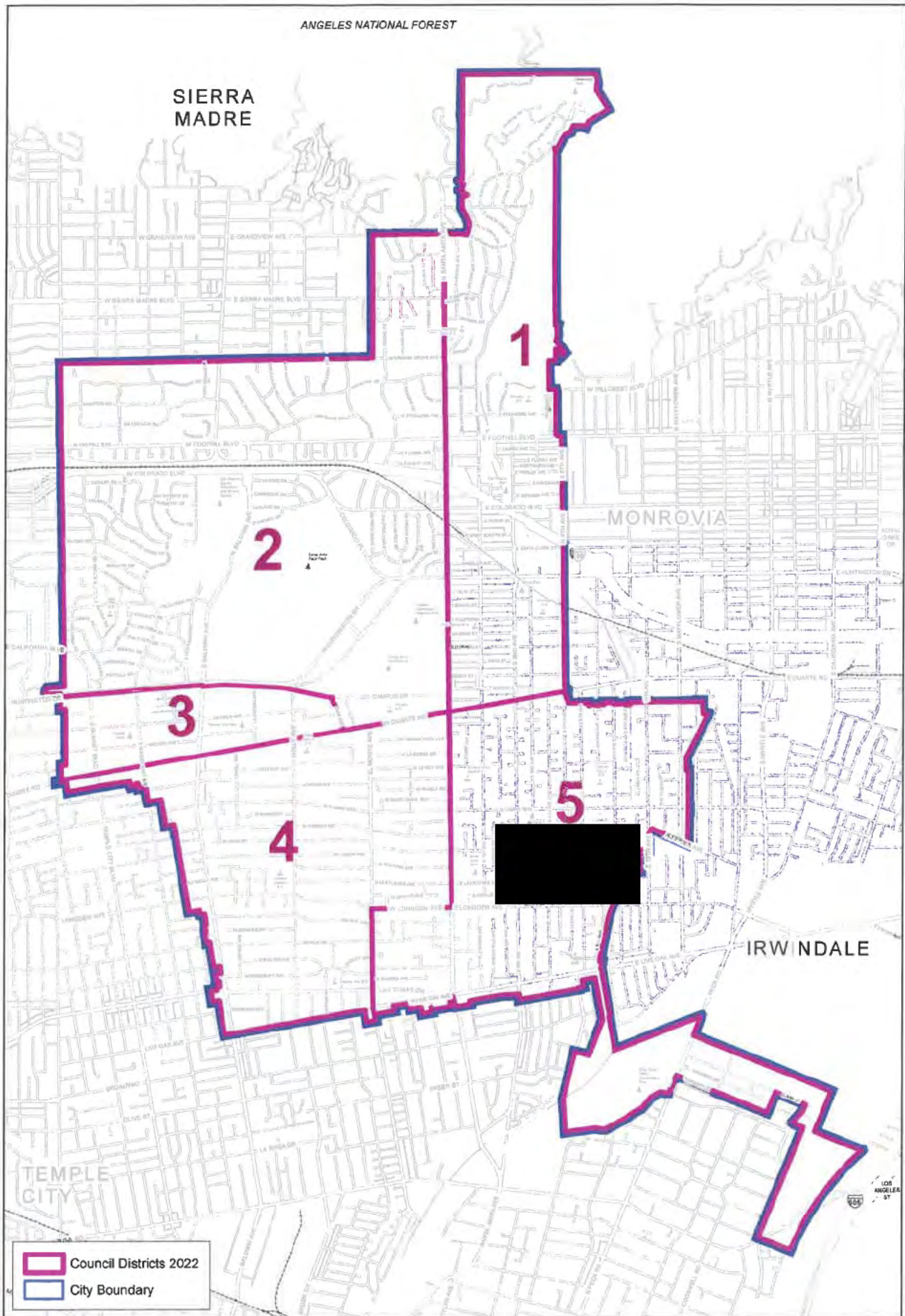
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Citizen Service Resume

JAN 9 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Vivien Watts DATE OF BIRTH [REDACTED]

FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION Executive Director

EMPLOYER Alhambra Unified School District ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 20+ years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Science
School Nutrition Specialist
Certified Safe Food Handler/Manager

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- 2018 Arcadia Leadership Academy
- 2021 Congressional award - Woman of the year by Judy Chu
- On-going Ca School Nutrition Association (Past President, PD Chair)
- Received various awards (Arcadia, Alhambra, PTA, etc.)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- 30+ year in school district administration with 110+ staff members
- Experienced in event planning, professional development, working with labor unions, team building, etc.
- enjoys arts & crafts, home design/decorating, oil painting, gardening, photography
- Fluent in mandarin, some cantonese • Easy to work with

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Support city admin. in maintaining & enhancing the quality of life of residents, city employees, & visitors alike

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

1/6/2023

DATE

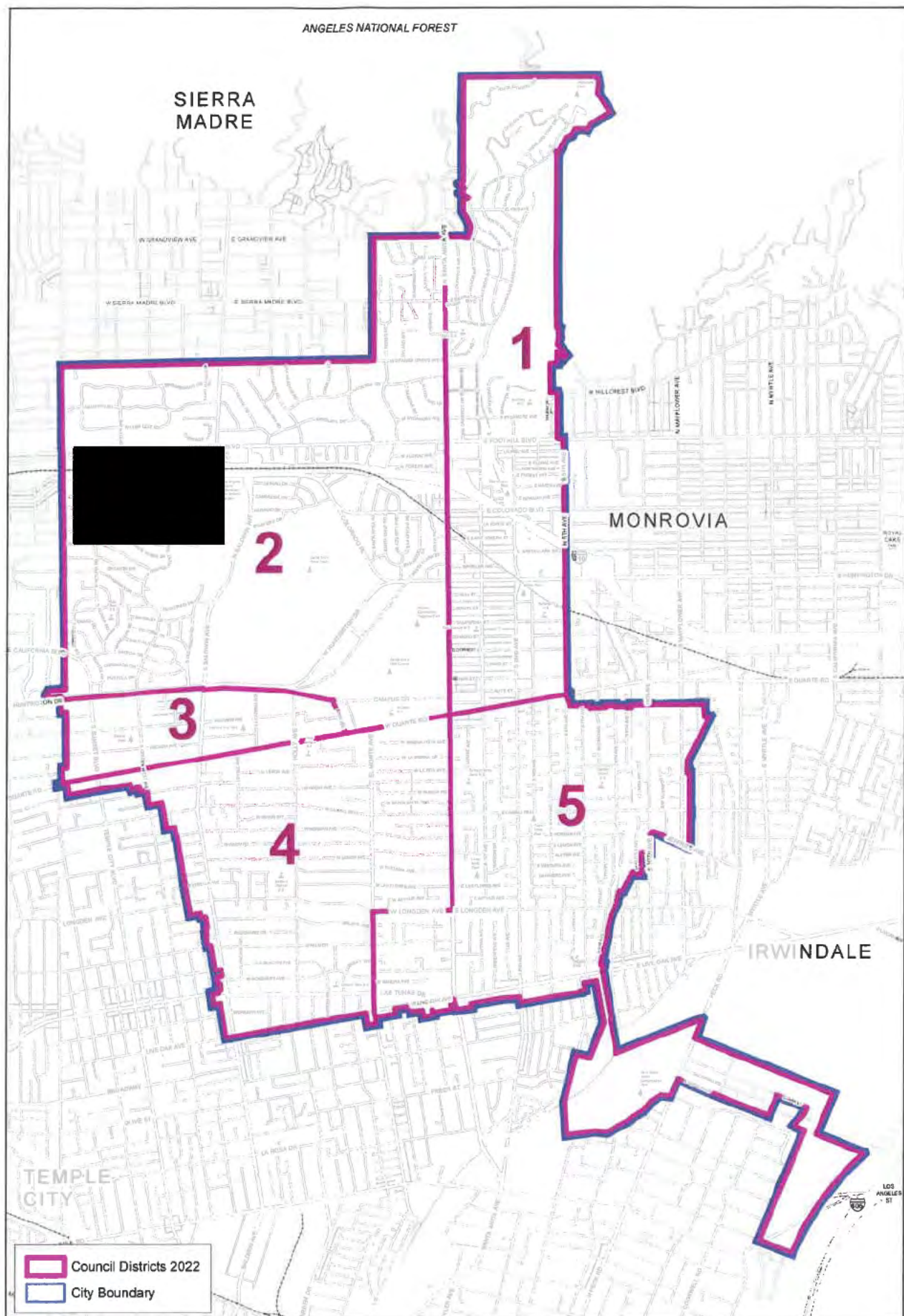
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OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume

RECEIVED



ARCADIA

MAY 1 2023

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

CITY OF ARCADIA
CITY CLERK

NAME MARIO CITO (SUNNY) RAEDIANA DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION RETIRED (FORMER CAFE OWNER IN ARCADIA)

EMPLOYER TAZA COFFEE INC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 13 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

COLUMBIA COLLEGE CHICAGO IL
GRAPHIC DESIGN & PHOTOGRAPHY

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

OWNED TAZA COFFEE HOUSE ESTABLISHED IN ARCADIA 2011

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

BUSINESS OWNER IN ARCADIA, CREATIVE DIRECTOR AT DISNEY,
CREATIVE DIRECTOR AT GRP RECORDS NYC, BMG RECORDS B.L.H.A,
OWNER AND DESIGN LOS ANGELES & TAZA COFFEE IN ARCADIA

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I WANT TO HELP THE CITY I LIVE IN & ENJOY!

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

4/28/23
DATE

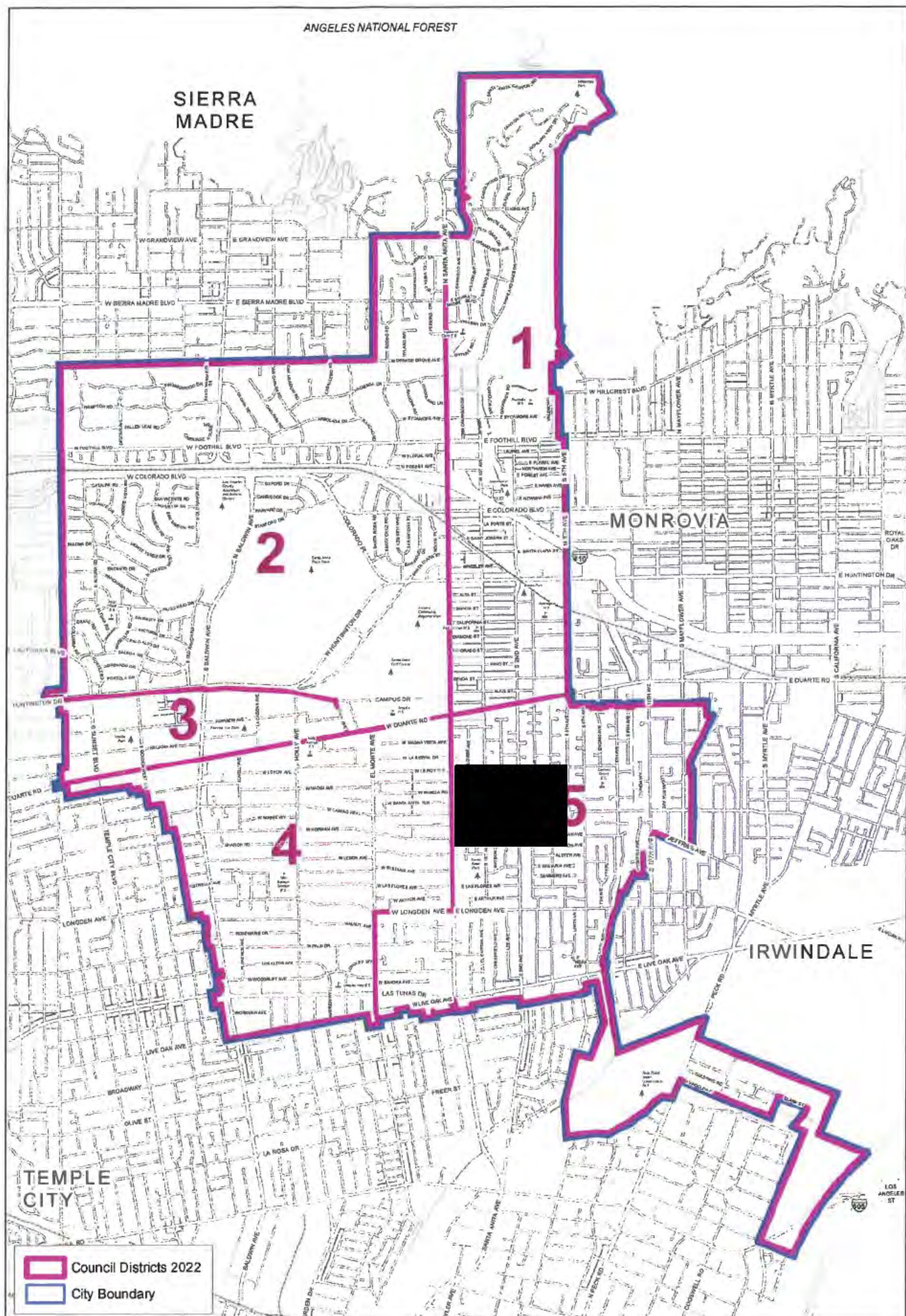
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Questions? Please contact us at (626) 574-5455



Council District City of Arcadia, California

MAY 18 2023



Citizen Service Resume

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☒ Planning Commission
☐ Recreation and Parks Commission
☐ Senior Citizens Commission

NAME Angie Gren DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
 (Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Interior Design

EMPLOYER Self (Angie Gren Interiors LLC) ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

A.A. Culinary Arts - Le Cordon Bleu

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Homeless Stakeholder Committee
 Former Highland Oaks ARB

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have 13 years of experience in residential, retail and hospitality design including 8 years working on various projects in Hong Kong, Shenzhen and Hainan, CN.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Planning commissioners should aim to improve economic development and quality of life for Arcadia residents by ensuring high-quality development in the city while supporting the objectives of the City Council and ensuring compliance with the Zoning Ordinance and General Plan.

The goals of Arcadia Beautiful commissioners should be to promote public interest in the general improvement of the appearance of Arcadia and to promote community pride.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

May 17, 2023

DATE

NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455

Rachelle Arellano

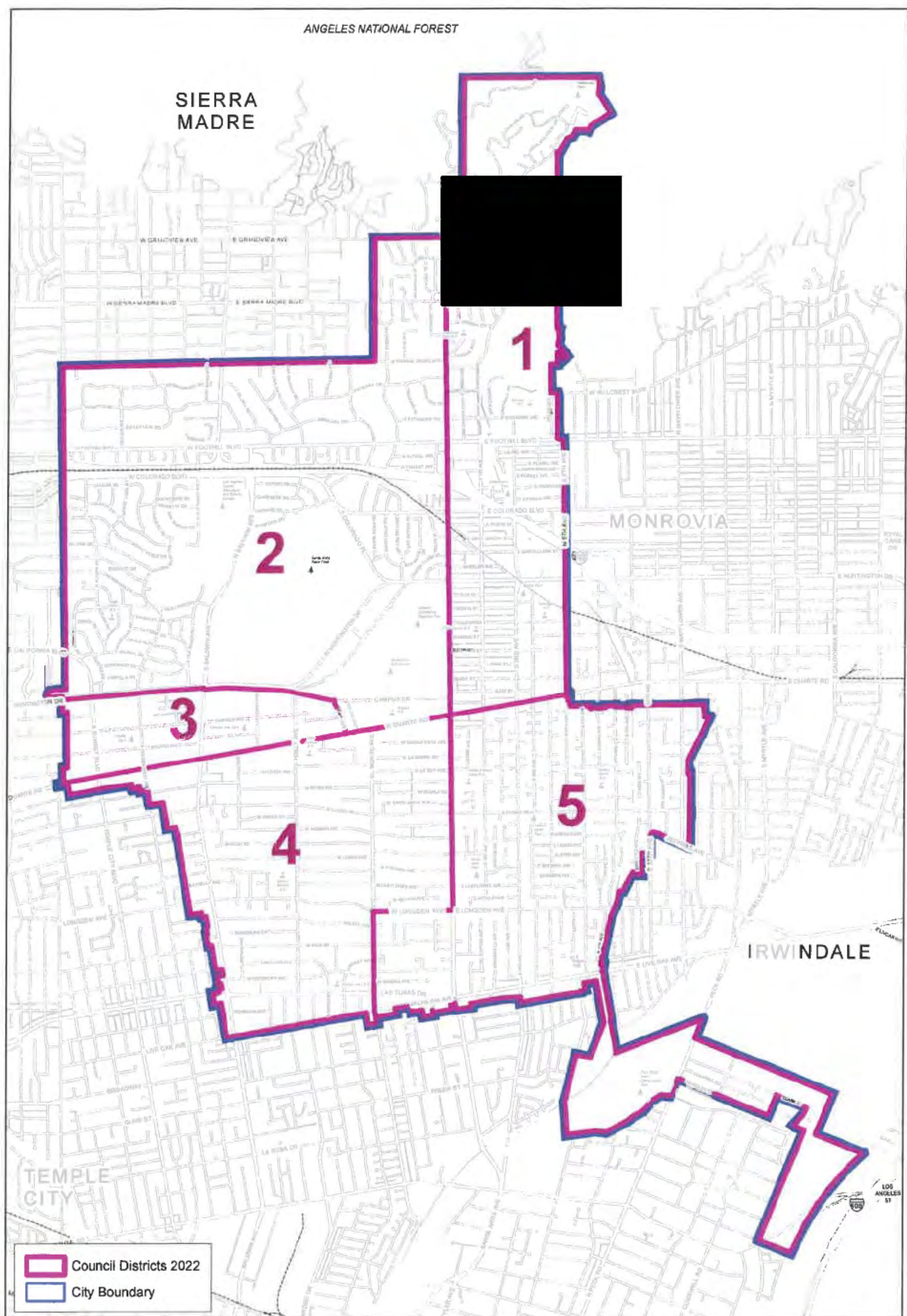
From: Angela G [REDACTED]
Sent: Tuesday, May 30, 2023 11:07 AM
To: Rachelle Arellano
Subject: Angie Gren Voter Info

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Rachelle,

Thank you for the phone call. My legal name is Angela Smith and I am registered to vote at [REDACTED]
[REDACTED] under that name.

Angie Gren
Angie Gren Interiors
[REDACTED]



Council District

City of Arcadia, California

HUMAN RESOURCES COMMISSION APPLICANTS

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

MAY 18 2023

CITY OF ARCADIA
OFFICE OF THE CITY CLERK

NAME Kaitlyn Jeong DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Sr. Program Manager

EMPLOYER Amazon ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 24 Years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

UCLA Anderson School of Management (MBA, Class of 2022)
Harvard University (BA, Class of 2016)
Arcadia High School (Class of 2012)

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

[Please see attached sheet]

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

[Please see attached sheet]

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

[Please see attached sheet]

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

5/1/23

DATE

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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455

COMMUNITY INVOLVEMENT (List Organization Memberships and Committee Assignments)

City of Arcadia

- City of Arcadia Human Resources Commission - Commissioner (2019-Present)
- Arcadia High School - Speaker/Panelist (by invitation of AHS Counseling Team)
- American Red Cross, Arcadia/San Gabriel Pomona Valley Chapter - Youth Corps President
- Arcadia High School Class of 2012, Senior Class President

Greater Los Angeles Area

- Project by Project (AAPI Social Entrepreneurship Program) – Volunteer and Pro-bono Consultant
- Los Angeles Chamber of Commerce – 2019 Southern California Leadership Network Fellow
- Pat Brown Institute of Public Affairs AAPI Civic University – Class of 2018
- L.A. Works – Project Leader (Community Advocacy Workshop Leader at Audubon Center at Debs Park) and Volunteer (“Ready to Learn” Children’s Literacy Program and L.A. Regional Foodbank)

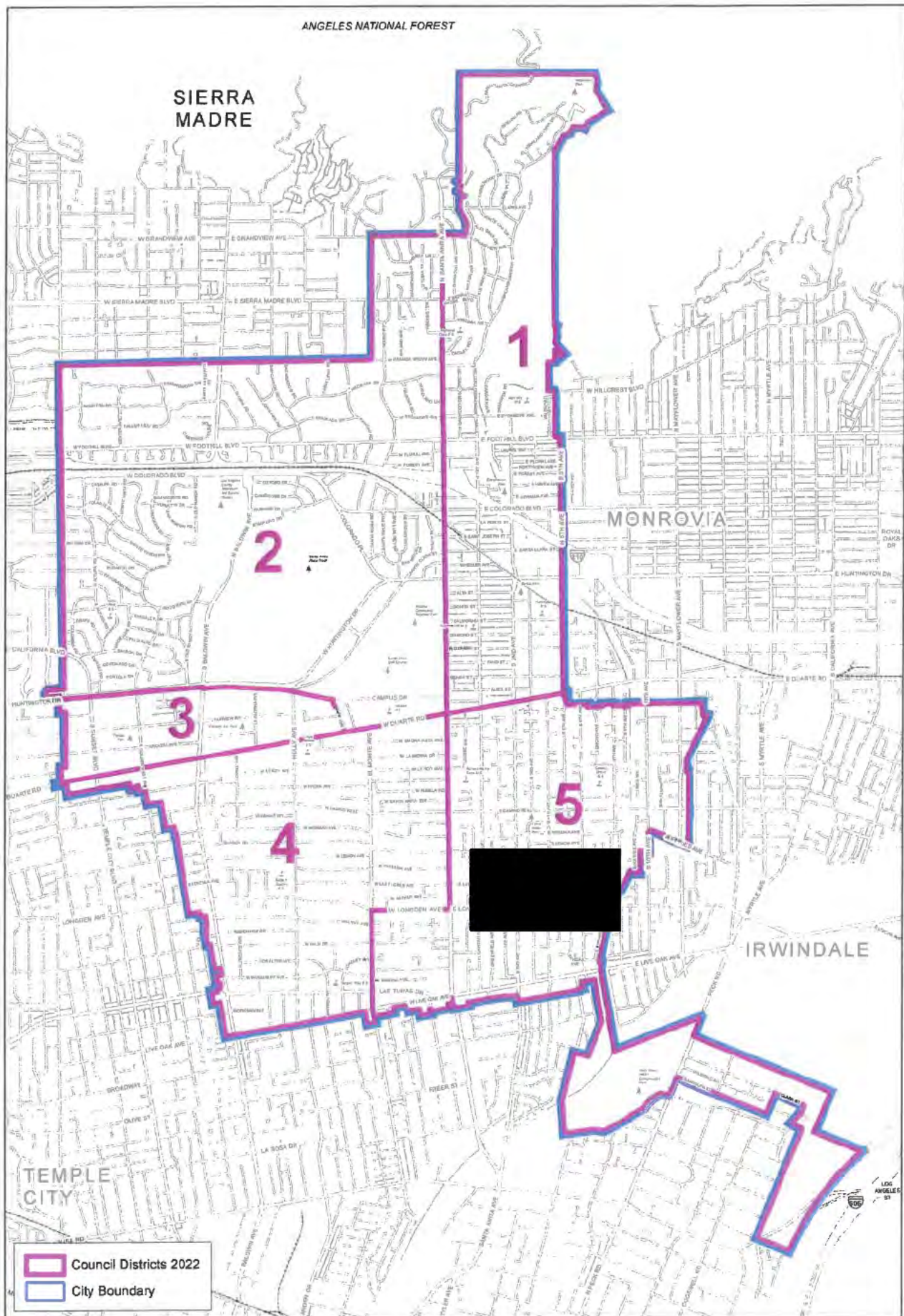
PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

During my time as a Human Resources Commissioner (and Chairperson from 2021-2022), I had the opportunity to not only enrich my understanding of key human resources matters that impacted City personnel (e.g., access to updated job code classifications and descriptions, proper disciplinary action and appeals processes, succession planning/knowledge management, etc.), but also strengthen core skills (e.g., leadership, verbal/written communication, active listening, public speaking, effective meeting/time management, etc.) that I believe prepare me to serve a second term on the Commission. Being able to serve the City as a Commissioner for the past four years has also bolstered my passion for the human resources function (in particular: building sustainable, strong recruitment pipelines and improving employee engagement through learning/development and career growth opportunities) and for continuing to volunteer in Arcadia.

Since joining the Commission, I also had the chance to build upon my professional experiences in the human resources field (e.g., leading human resource transformation projects as a public sector management consultant for state and local government agencies, such as the State of Massachusetts, New York Metropolitan Transportation Authority, and Southeastern Pennsylvania Transportation Authority) through my Management and Organizations coursework and extracurricular involvement (e.g., serving as the sole UCLA Anderson delegate to the 2020 National Academy of Human Resources Annual Conference) as an MBA student at the UCLA Anderson School of Management.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

The primary objective of the Human Resources Commission is to utilize the Commissioners’ collective knowledge and experiences with the human resource function to 1) advise City leaders on HR issues, 2) help interpret HR policies in the context of practical, “real world” scenarios, and 3) when called upon, develop impartial recommendations that can improve and shape future HR practices within the City. Through meeting this key objective, the Commission aims to support the development of an effective, productive, and engaged government workforce in the City. I also believe that, by advocating for decisions that will improve career opportunities for employees and ensure that the City is able to recruit and retain a strong workforce, the Human Resources Commission acts as a critical liaison between public sector employees and the City of Arcadia.



Council District **City of Arcadia, California**

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA
CITY CLERK

NAME Malki Daniel DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

04/24/23

DATE

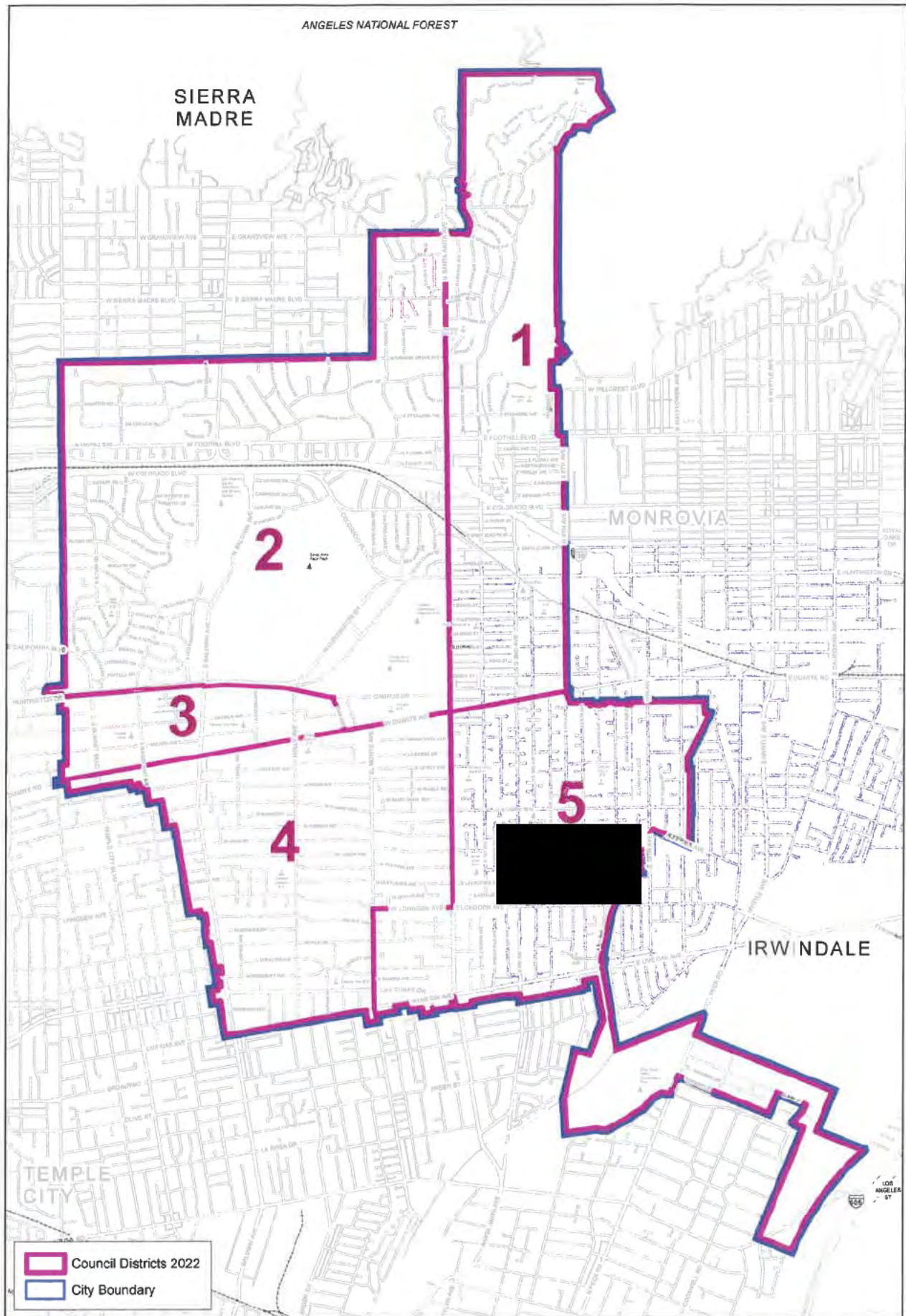
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



APR 13 2023

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- | | |
|--|--|
| ☐ Arcadia Beautiful Commission* | ☒ Planning Commission |
| ☐ Arcadia Museum Commission | ☐ Recreation and Parks Commission |
| ☒ Human Resources Commission | ☐ Senior Citizens Commission |
| ☐ Library Board of Trustees | |

NAME Terrence Shay DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE _____

EMAIL ADDRESS [REDACTED] OCCUPATION Pastor

EMPLOYER FCBC Walnut ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15+ Years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW; YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

[UCLA] B.A. Economics. B.A. Psychology. [Biola University] Talbot School of Theology. M.Div

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Arcadia City Council Meeting: Regular Invocation Speaker

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Ministry Experience: Supervising people, projects, and budgets. Work Experience: HR and Accountin

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Human Resources: Personnel performance and discipline. Planning: Building projects and proposals.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

March 7, 2023

DATE

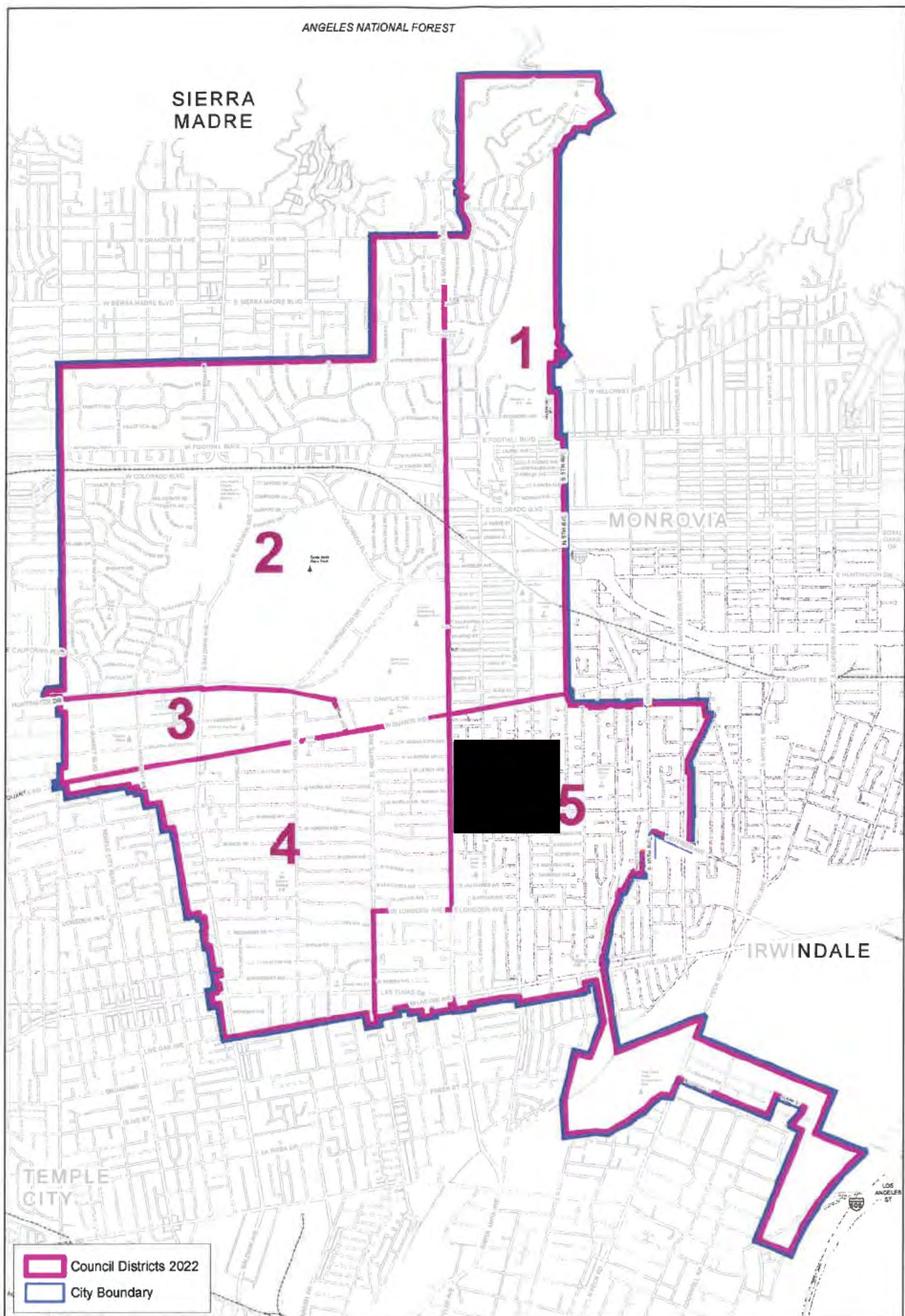
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume

JAN 9 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Vivien Watts DATE OF BIRTH [REDACTED]

FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION Executive Director

EMPLOYER Alhambra Unified School District ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 20+ years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Science
School Nutrition Specialist
Certified Safe Food Handler/Manager

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- 2018 Arcadia Leadership Academy
- 2021 Congressional award - Woman of the year by Judy Chu
- On-going Ca School Nutrition Association (Past President, PD Chair)
- Received various awards (Arcadia, Alhambra, PTA, etc.)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- 30+ year in school district administration with 110+ staff members
- Experienced in event planning, professional development, working with labor unions, team building, etc.
- enjoys arts & crafts, home design/decorating, oil painting, gardening, photography
- Fluent in mandarin, some cantonese • Easy to work with

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Support city admin. in maintaining & enhancing the quality of life of residents, city employees, & visitors alike

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

1/6/2023

DATE

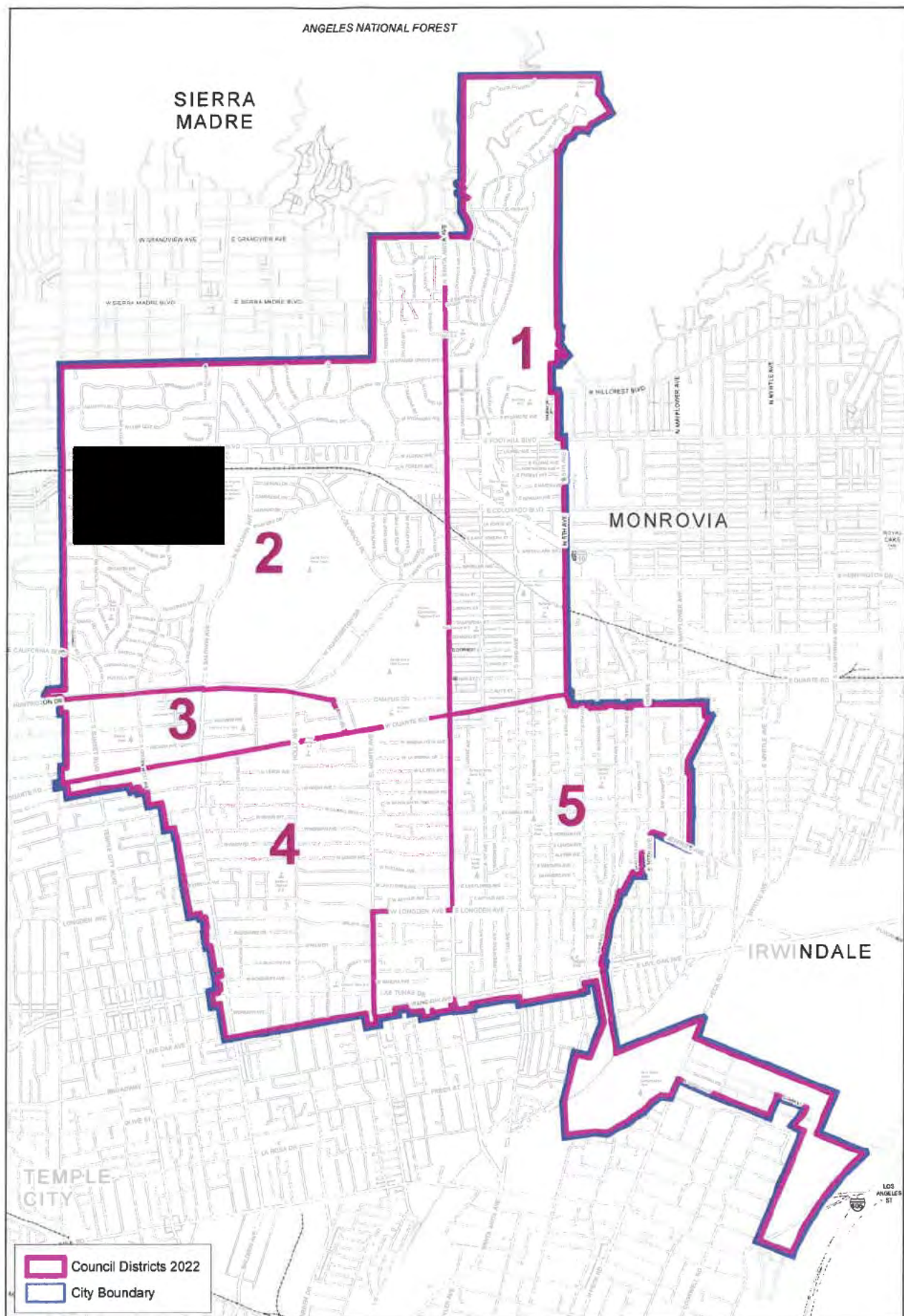
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

Citizen Service Resume

MAY 16 2023



1000 1000

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME pardha akalamkam DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE

☐ TWO

☐ THREE

☒ FOUR

☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION VP Information Technology

EMPLOYER MGAE

ARE YOU AN ARCADIA REGISTERED VOTER?

☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 17

ARE YOU A LEADERSHIP ACADEMY GRADUATE?

☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Technology from Indian Institute of Technology

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Board member UC Riverside's Design Thinking Program - <https://designthinking.extension.ucr.edu>

Board of Directors (2016), Director Live Webinars - PMI-LA chapter - www.pmi-la.org.

Board member - Ashta Lakshmi temple in North Hollywood - for homeless, organizing healthcare

Volunteer-Boys Scout Troop 111, HOA President

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I am a certified project management professional - PMP

I am also certified Youth protection program in Boys scout.

I am also certified Agile Leadership program. These certifications would certainly help me to lead my board and successfully involve in any community service

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objective is better serve my community through these boards and mentor young citizens to become leaders in future. My goal is to transfer my leadership and knowledge to community and make them better citizens

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

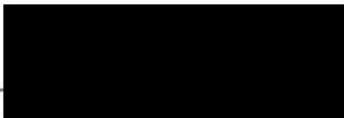
DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



5/11/23

DATE

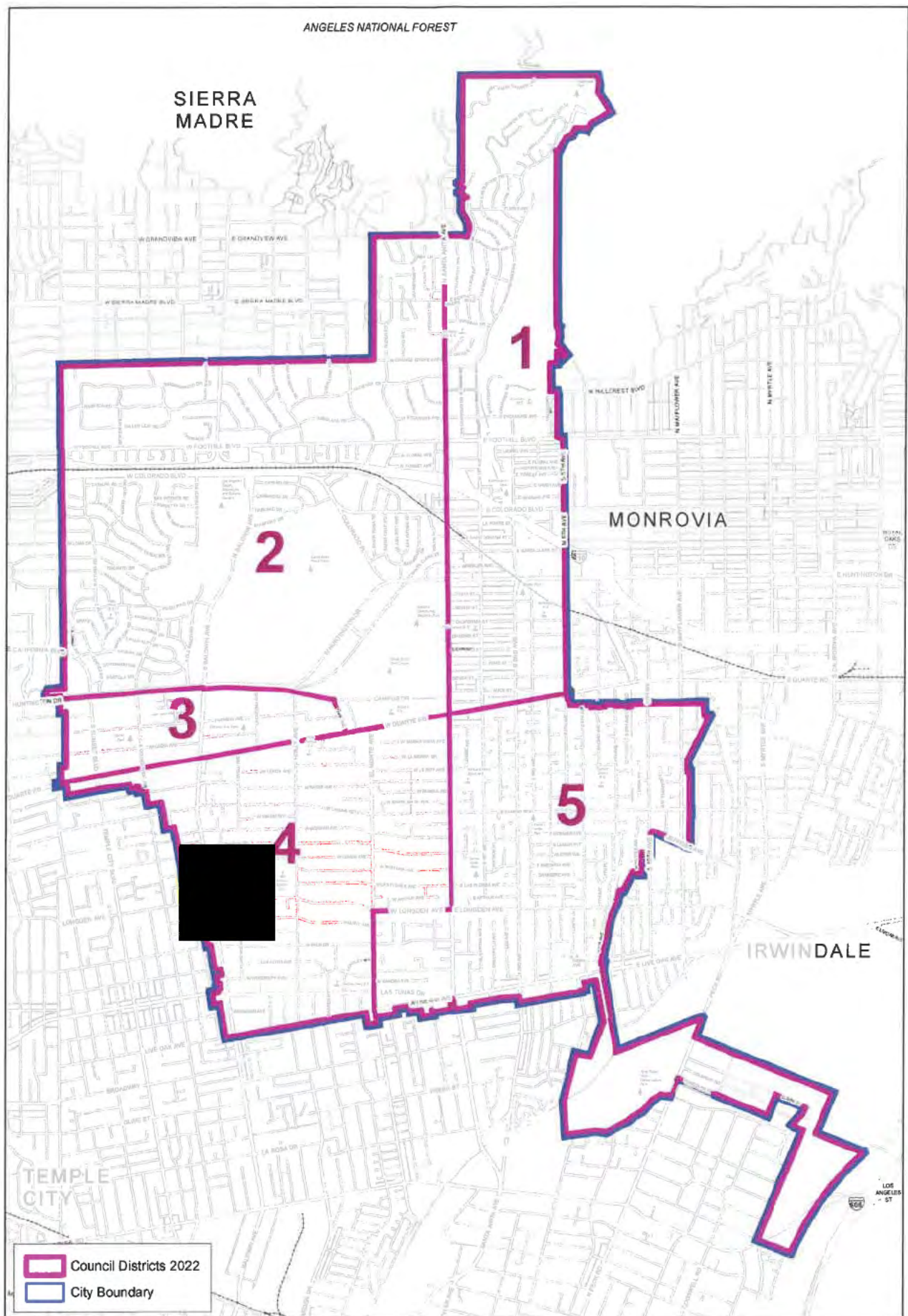
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

LIBRARY BOARD OF TRUSTEES APPLICANTS

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA
CITY CLERK

NAME Malki Daniel DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED]

EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil

ARE YOU AN ARCADIA REGISTERED VOTER?

☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15

ARE YOU A LEADERSHIP ACADEMY GRADUATE?

☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws

Thomas Jefferson School of Law, Juris Doctor

University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

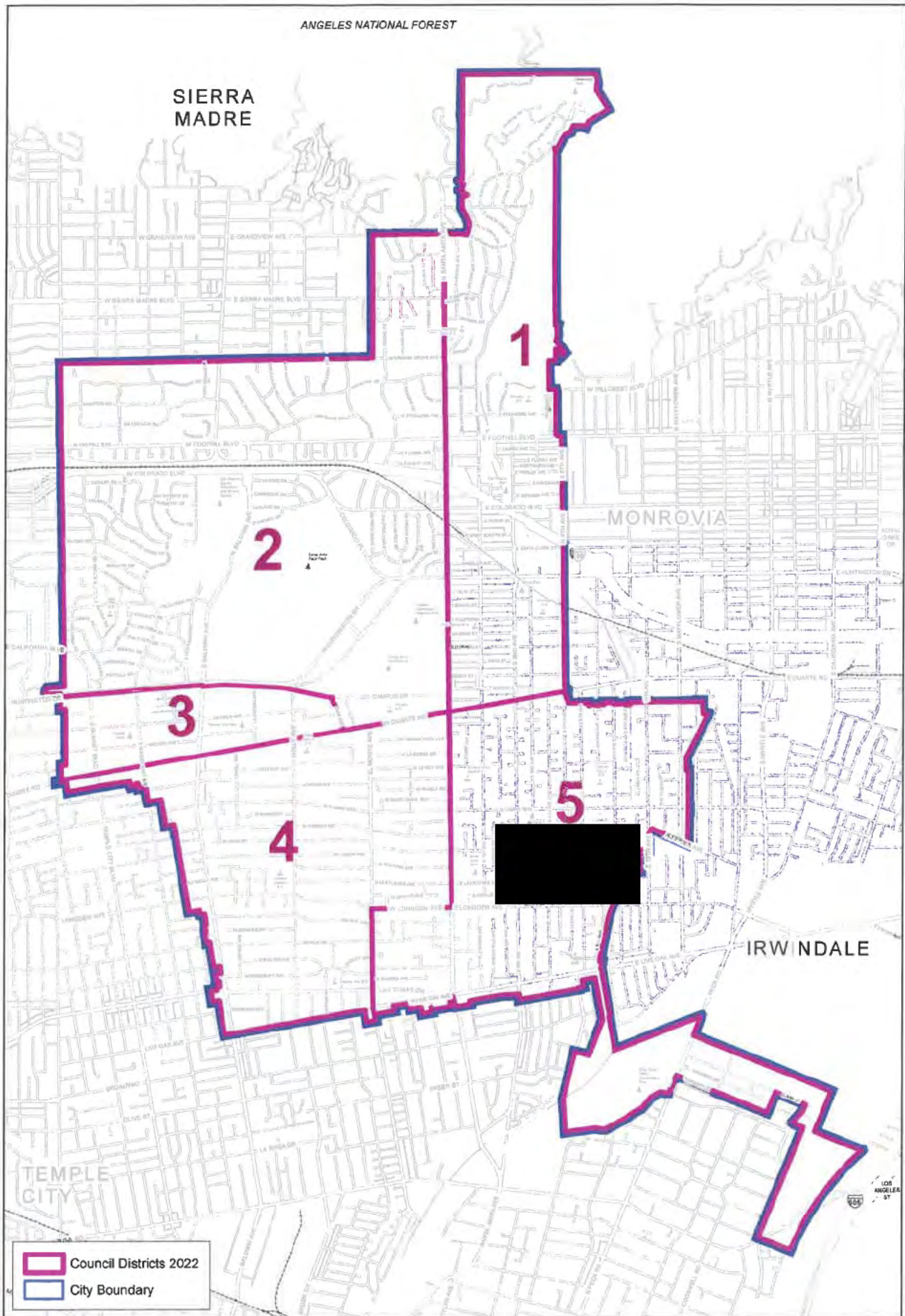
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Citizen Service Resume

MAY 24 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☒ Library Board of Trustees

- ☒ Planning Commission
☐ Recreation and Parks Commission
☐ Senior Citizens Commission

NAME Thomas Tseng DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION management

EMPLOYER SCE ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 18 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Univ. of Florida, MA
Tatung Univ. BS
Professional Engineer (PE), Mechanical & Electrical, California

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

HR Commission, City of Arcadia,
Council member, Arcadia Chinese Baptist Church.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- Serve in building and construction industry for over 20 years
- Long time community member supporting city activities
- Previous experience serving of HR commission and familiarity of related

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- improve the overall quality of the services provided by city.
- Serve as the community steward and bridge with the city.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

5/24/2023
DATE

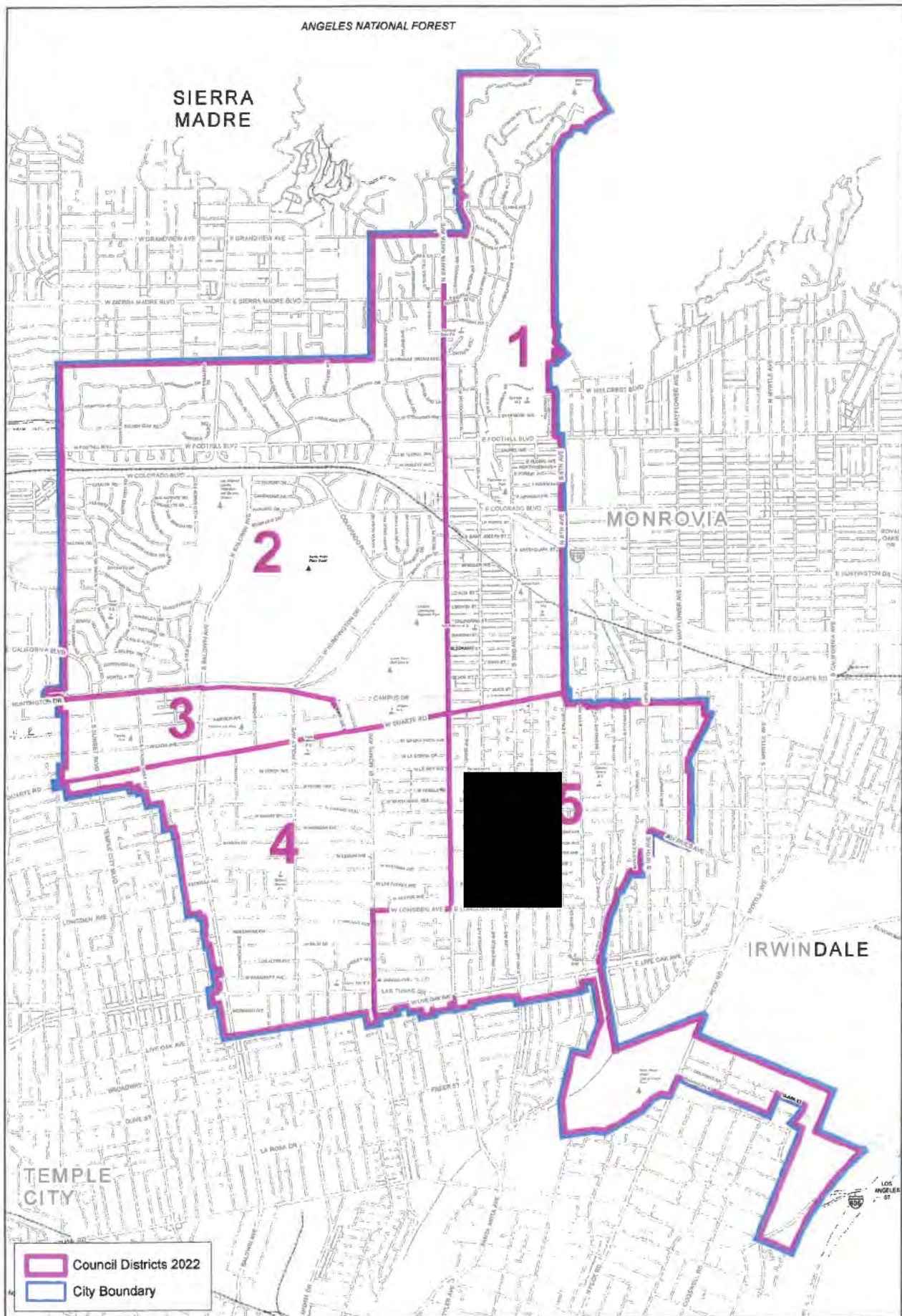
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OR

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Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume

RECEIVED



ARCADIA

MAY 1 2023

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

CITY OF ARCADIA
CITY CLERK

NAME MARIO CITO (SUNNY) MEDINA DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION RETIRED (FORMER CAFE OWNER IN ARCADIA)

EMPLOYER TAZA COFFEE INC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 13 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

COLUMBIA COLLEGE CHICAGO IL
GRAPHIC DESIGN & PHOTOGRAPHY

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

OWNED TAZA COFFEE HOUSE ESTABLISHED IN ARCADIA 2011

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

BUSINESS OWNER IN ARCADIA, CREATIVE DIRECTOR AT DISNEY,
CREATIVE DIRECTOR AT GRP RECORDS NYC, BMG RECORDS B.L.H.A,
OWNER AND DESIGN LOS ANGELES & TAZA COFFEE IN ARCADIA

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I WANT TO HELP THE CITY I LIVE IN & ENJOY!

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

4/28/23
DATE

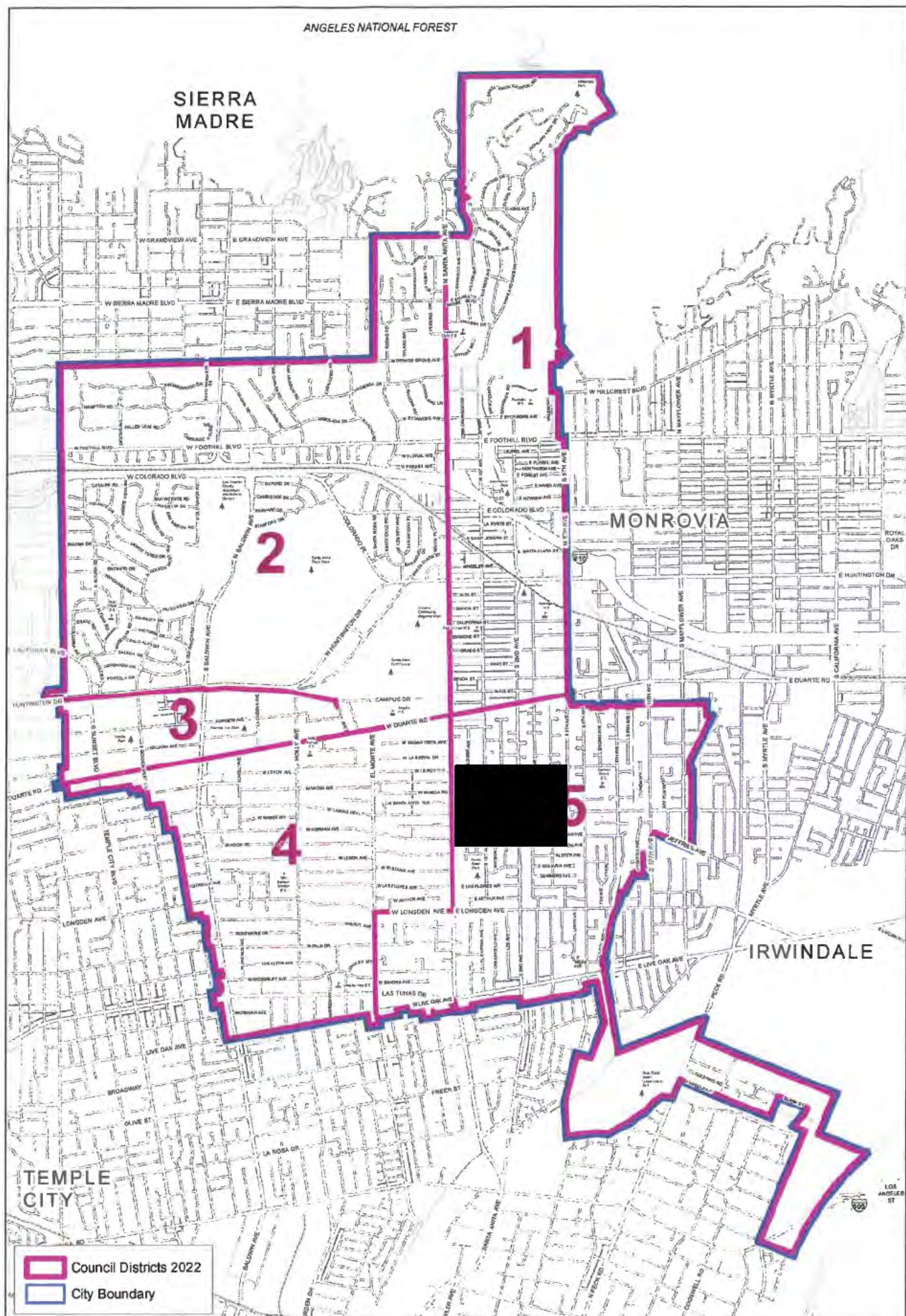
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Citizen Service Resume

MAY 16 2023



1000 1000

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

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- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME pardha akalamkam DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE

☐ TWO

☐ THREE

☒ FOUR

☒ FIVE

PHONE NUMBER [REDACTED]

EMAIL ADDRESS [REDACTED]

OCCUPATION VP Information Technology

EMPLOYER MGAE

ARE YOU AN ARCADIA REGISTERED VOTER?



YES

☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 17

ARE YOU A LEADERSHIP ACADEMY GRADUATE?



YES

☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Technology from Indian Institute of Technology

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Board member UC Riverside's Design Thinking Program - <https://designthinking.extension.ucr.edu>

Board of Directors (2016) ,Director Live Webinars - PMI-LA chapter – www.pmi-la.org.

Board member - Ashta Lakshmi temple in North Hollywood - for homeless, organizing healthcare

Volunteer-Boys Scout Troop 111 , HOA Presedint

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I am a certified project management professional - PMP

I am also certified Youth protection program in Boys scout.

I am also certified Agile Leadership program. These certifications would certainly help me to lead ny board and successfully involve in any community service

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My obojective is better serve my community through these boards and mentor young citizens to become leaders in future. My goal is to transfer my leadership and knowledge to community and make them better citizens

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

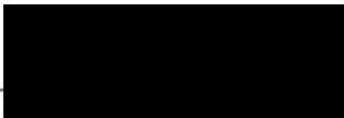
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☒ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



5/11/23

DATE

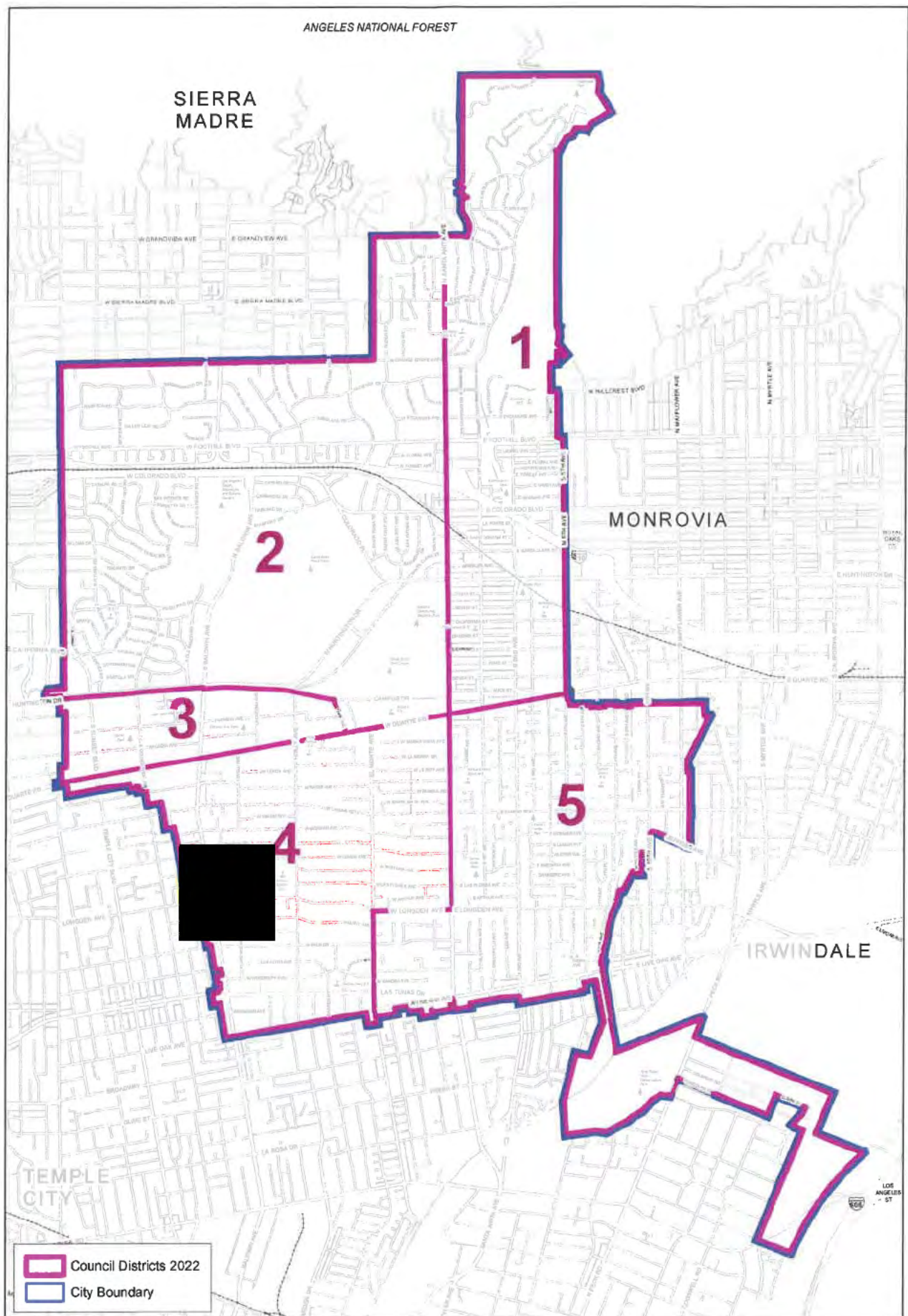
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Council District

City of Arcadia, California

PLANNING COMMISSION APPLICANTS

Citizen Service Resume



CITY MANAGER

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☐ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME DAVID ARVIZU DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION TECH. DIRECTOR

EMPLOYER FOX TELEVISION ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 20+ yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW, YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

AS/AA degree in Electronic Engineering;
COMPUTER ENGINEERING;
AND TELEVISION PRODUCTION.

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

HIGHLANDS H.O.A. BOARD MEMBER: 5 yrs
A.R.B. CO-CHAIRMAN: 3 yrs

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Specifically, I have been in charge of
reviewing AND approving Short Review
Applications in The Highlands for 3 years.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

TO MAINTAIN THE QUALITY OF
DEVELOPMENT PROJECTS WITHIN
THE CITY.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

April 20, 2023
DATE

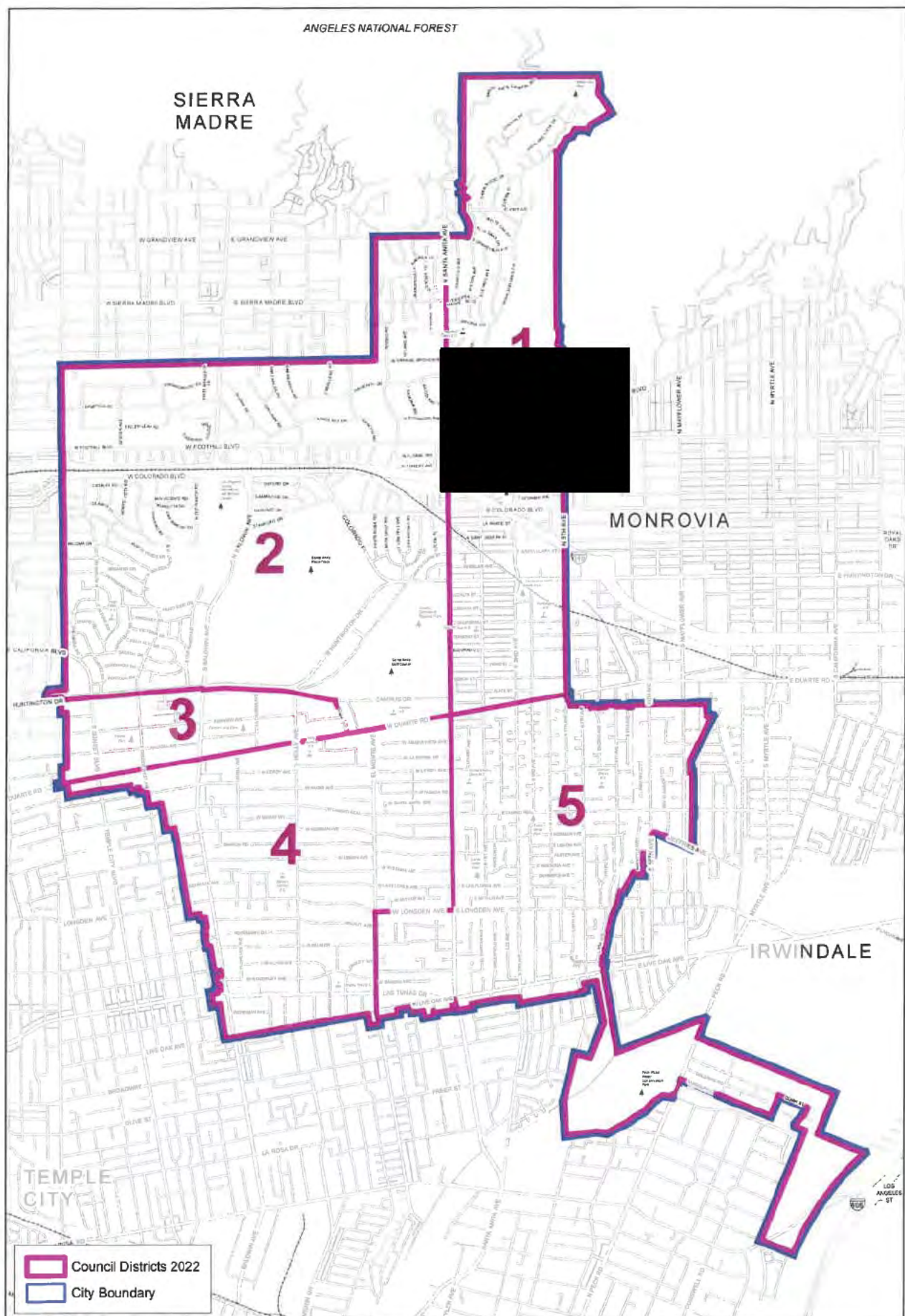
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OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District City of Arcadia, California

Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA
CITY CLERK

NAME Malki Daniel DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

- ☐ ONE
- ☐ TWO
- ☐ THREE
- ☐ FOUR
- ☒ FIVE

PHONE NUMBER [REDACTED]

EMAIL ADDRESS [REDACTED]

OCCUPATION

Lawyer

EMPLOYER

Weil

ARE YOU AN ARCADIA REGISTERED VOTER?



☒ YES

☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15

ARE YOU A LEADERSHIP ACADEMY GRADUATE?

☐ YES

☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws

Thomas Jefferson School of Law, Juris Doctor

University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

04/24/23

DATE

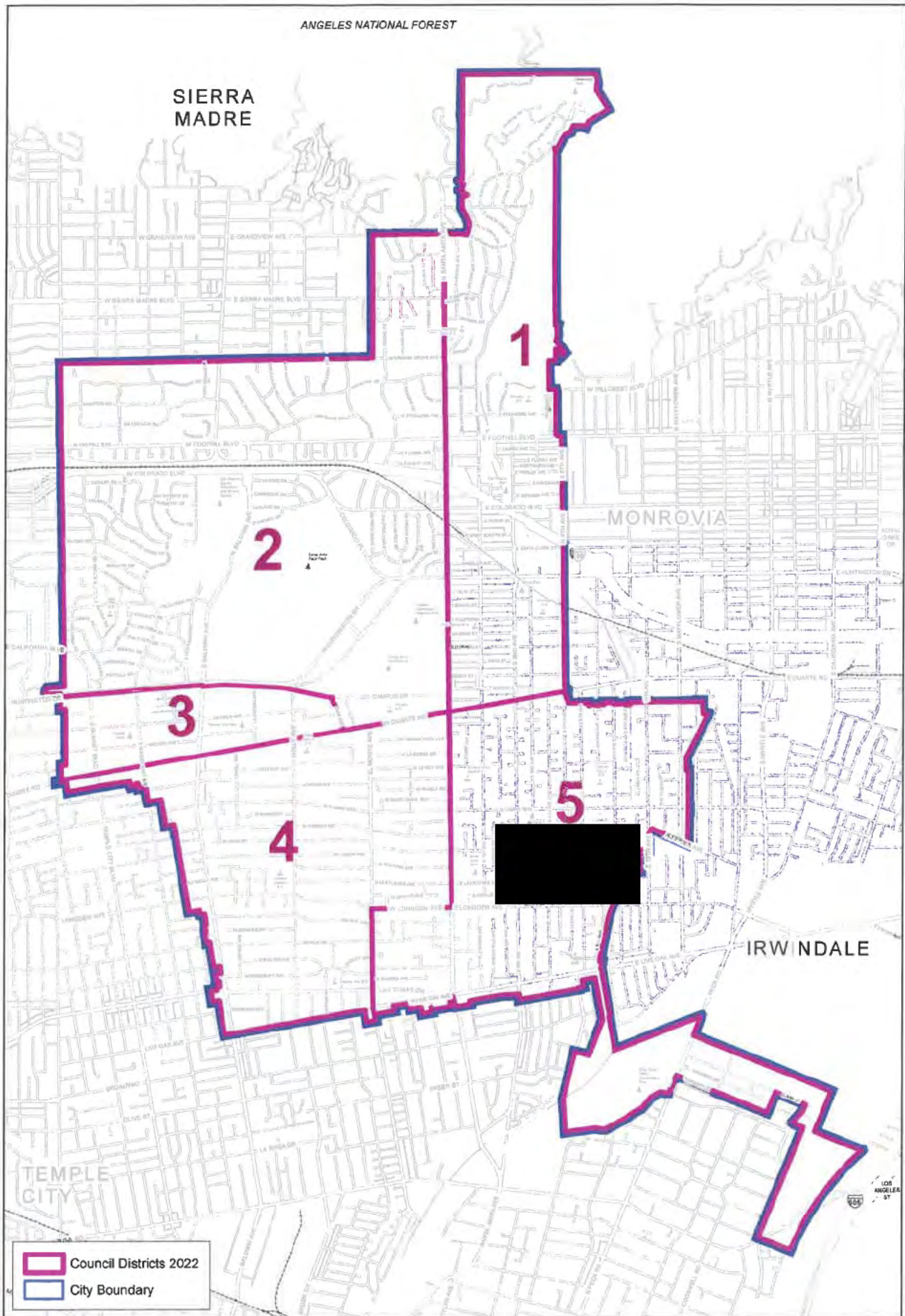
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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



APR 13 2023

Citizen Service Resume



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- | | |
|--|--|
| ☐ Arcadia Beautiful Commission* | ☒ Planning Commission |
| ☐ Arcadia Museum Commission | ☐ Recreation and Parks Commission |
| ☒ Human Resources Commission | ☐ Senior Citizens Commission |
| ☐ Library Board of Trustees | |

NAME Terrence Shay DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE _____

EMAIL ADDRESS [REDACTED] OCCUPATION Pastor

EMPLOYER FCBC Walnut ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15+ Years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW; YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

[UCLA] B.A. Economics. B.A. Psychology. [Biola University] Talbot School of Theology. M.Div

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Arcadia City Council Meeting: Regular Invocation Speaker

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Ministry Experience: Supervising people, projects, and budgets. Work Experience: HR and Accountin

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Human Resources: Personnel performance and discipline. Planning: Building projects and proposals.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

March 7, 2023

DATE

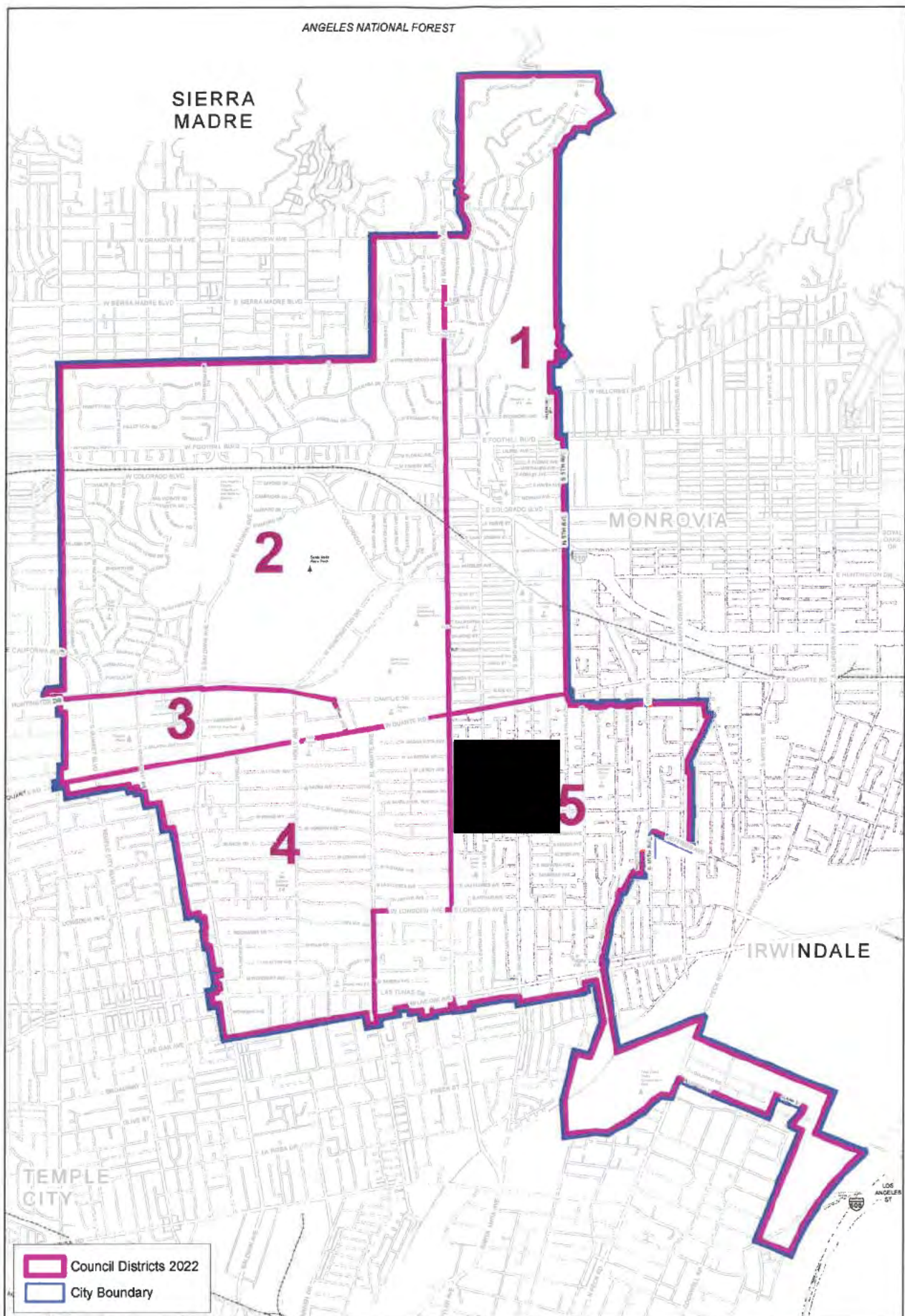
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ARCADIA, CA 91007

OR

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Please contact us at (626) 574-5455



Council District

City of Arcadia, California

Citizen Service Resume

RECEIVED



ARCADIA

MAY 1 2023

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME MARIO CITO (SUNNY) MEDINA DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION RETIRED (FORMER CAFE OWNER IN ARCADIA)

EMPLOYER TAZA COFFEE INC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 13 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

COLUMBIA COLLEGE CHICAGO IL
GRAPHIC DESIGN & PHOTOGRAPHY

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

OWNED TAZA COFFEE HOUSE ESTABLISHED IN ARCADIA 2011

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

BUSINESS OWNER IN ARCADIA, CREATIVE DIRECTOR AT DISNEY,
CREATIVE DIRECTOR AT GRP RECORDS NYC, BMG RECORDS B.L.H.A,
OWNER AND DESIGN LOS ANGELES & TAZA COFFEE IN ARCADIA

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I WANT TO HELP THE CITY I LIVE IN & ENJOY!

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

4/28/23

DATE

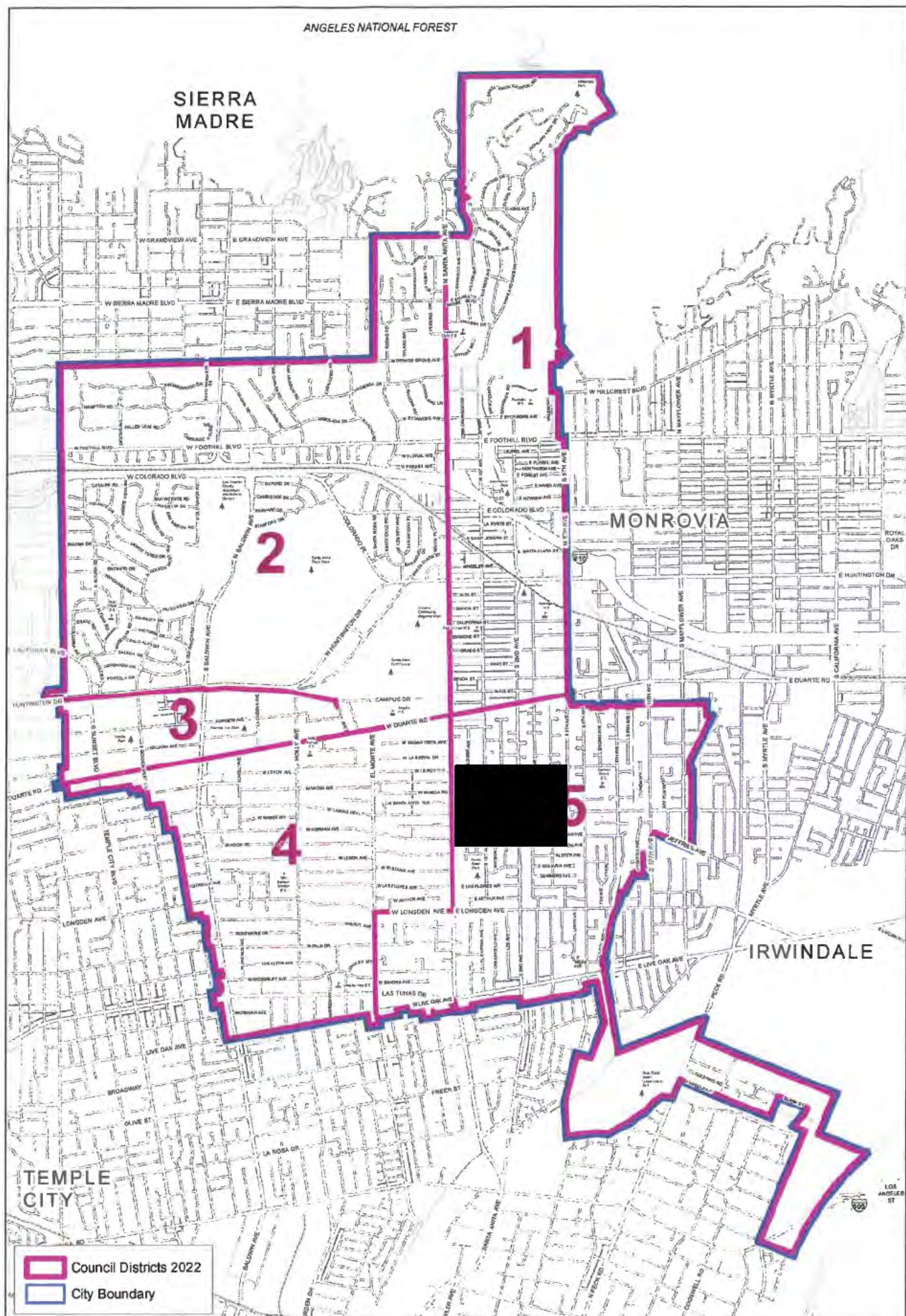
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Citizen Service Resume

MAY 10 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Aya Yoshida DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Education Technology

EMPLOYER Formative ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 10 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Stanford University | SWX Algorithm Studies
UCSC, Santa Cruz, CA | B.A. English, Foreign Language | 2002-2005
Cabrillo College | English | 2000-2002

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

School Site Council AUSD – Seated Council Member | 2022 - 2024
Ktown for All – Public Outreach, Program Application Assistance | 2017 – 2021

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Please See Attached Attachment A

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Please See Attached Attachment B

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

DATE

4 21 2023

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OR

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Attachment A:

Full Answer:

My background in videography and experience using Adobe Suite could be relevant to developing and presenting visual materials for city planning initiatives. Additionally, my experience in technology have formed a strong data-driven yet creative approach to problem-solving, which could be valuable in evaluating and implementing various planning proposals.

My education, specifically my B.A. in English and foreign language studies from UCSC, could be valuable in communicating effectively with diverse communities and stakeholders. My volunteer and philanthropic work, including my involvement in Ktown for All represents a fraction of my commitment to public service and a track record of engaging with and advocating for marginalized communities.

Finally, my current position as a seated council member for the School Site Council at Baldwin Stocker in Arcadia, CA, demonstrates leadership skills, collaborative problem-solving, and an ability to engage with community stakeholders. All of these skills and experiences could be highly relevant to serving on a city planning commission or recreation and park commission.

Attachment B:

Full Answer:

Enhancing the already outstanding community we live in, planning updates to regulations, developing and updating the city's master plan, reviewing and approving zoning changes, development proposals, and building permits, engaging with community stakeholders, evaluating the environmental and economic impacts of proposed development projects, conducting research and analysis on key planning issues, working collaboratively with other city departments and agencies, and providing recommendations to the city council or other governing bodies on planning-related issues. Or, in the case of Recreation and Parks commission, overseeing and guiding the development and management of parks, recreation facilities, and programs within our outstanding city.

Developing and updating the city's parks and recreation master plan with the assistance of engineers, reviewing and approving plans for the development of new parks and recreation facilities, managing and maintaining existing parks and recreation facilities, evaluating and implementing new programs and activities, engaging with community stakeholders, and developing partnerships and collaborations with other organizations and agencies to enhance park and recreation offerings and leverage resources. Enhancing the quality of life and well-being of Arcadia by providing accessible and high-quality parks and recreation facilities and programs that meet the needs and interests of community members.

SIERRA
MADRE

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MONROVIA

IRWINDALE

TEMPLE
CITY

 Council Districts 2022
 City Boundary



Council District

City of Arcadia, California



MAY 18 2023



Citizen Service Resume

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☐ Library Board of Trustees

- ☒ Planning Commission
☐ Recreation and Parks Commission
☐ Senior Citizens Commission

NAME Angie Gren DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
 (Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Interior Design

EMPLOYER Self (Angie Gren Interiors LLC) ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 6 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)
A.A. Culinary Arts - Le Cordon Bleu

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)
Homeless Stakeholder Committee
Former Highland Oaks ARB

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE
 I have 13 years of experience in residential, retail and hospitality design including 8 years working on various projects in Hong Kong, Shenzhen and Hainan, CN.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?
 Planning commissioners should aim to improve economic development and quality of life for Arcadia residents by ensuring high-quality development in the city while supporting the objectives of the City Council and ensuring compliance with the Zoning Ordinance and General Plan.

The goals of Arcadia Beautiful commissioners should be to promote public interest in the general improvement of the appearance of Arcadia and to promote community pride.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

May 17, 2023

DATE

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ARCADIA, CA 91007

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Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455

Rachelle Arellano

From: Angela G [REDACTED]
Sent: Tuesday, May 30, 2023 11:07 AM
To: Rachelle Arellano
Subject: Angie Gren Voter Info

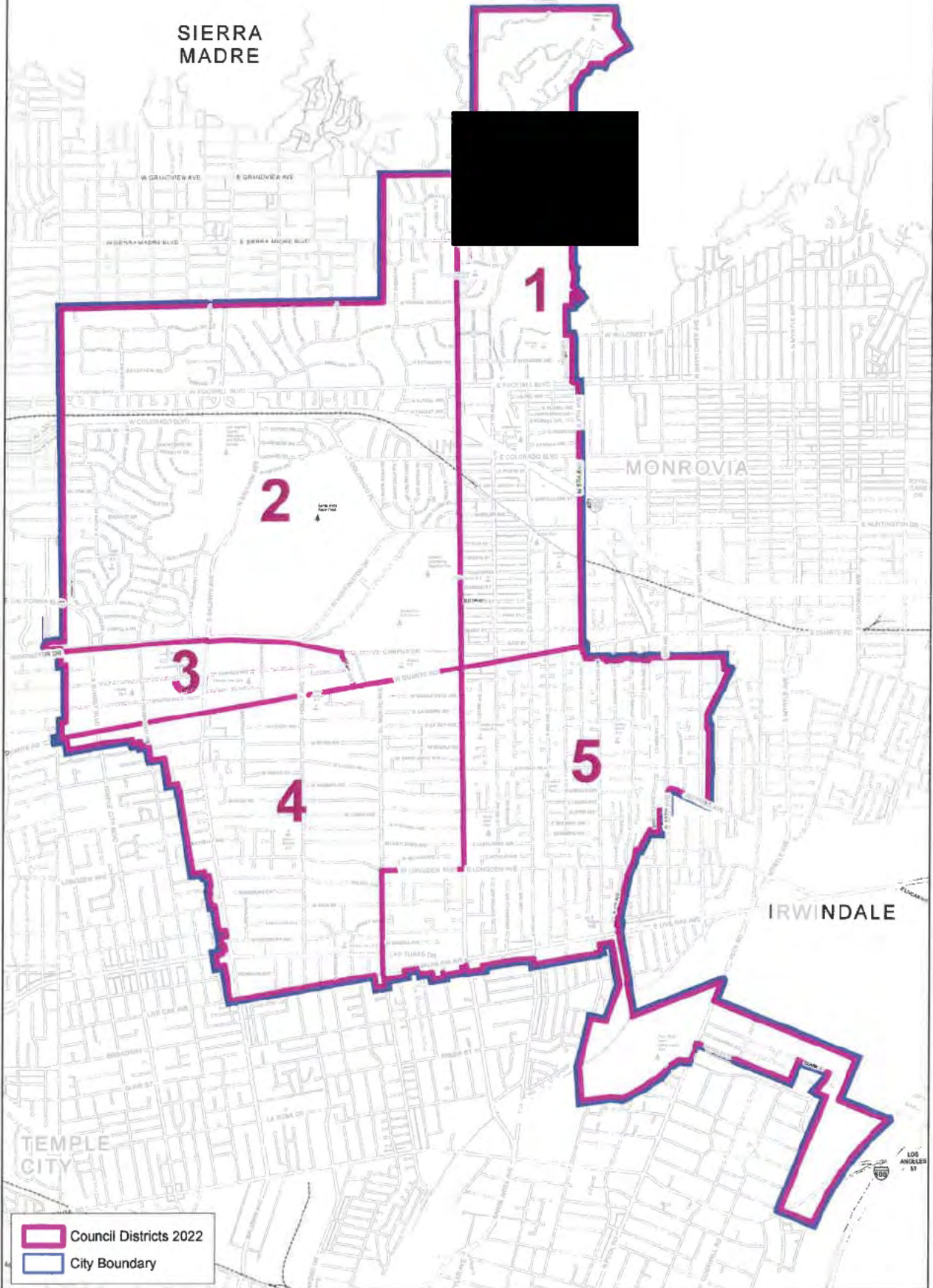
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Rachelle,

Thank you for the phone call. My legal name is Angela Smith and I am registered to vote at [REDACTED]
[REDACTED] under that name.

Angie Gren
Angie Gren Interiors
[REDACTED]

SIERRA
MADRE



Council District

City of Arcadia, California

Citizen Service Resume

MAY 24 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
☐ Arcadia Museum Commission
☐ Human Resources Commission
☒ Library Board of Trustees

- ☒ Planning Commission
☐ Recreation and Parks Commission
☐ Senior Citizens Commission

NAME Thomas Tseng DATE OF BIRTH [REDACTED]
 FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL ADDRESS [REDACTED] OCCUPATION management

EMPLOYER SCE ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 18 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Univ. of Florida, MA
Tatung Univ. BS
Professional Engineer (PE), Mechanical & Electrical, California

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

HR Commission, City of Arcadia,
Council member, Arcadia Chinese Baptist Church.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- Serve in building and construction industry for over 20 years
- Long time community member supporting city activities
- Previous experience serving of HR commission and familiarity of related

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- improve the overall quality of the services provided by city.
- Serve as the community steward and bridge with the city.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE

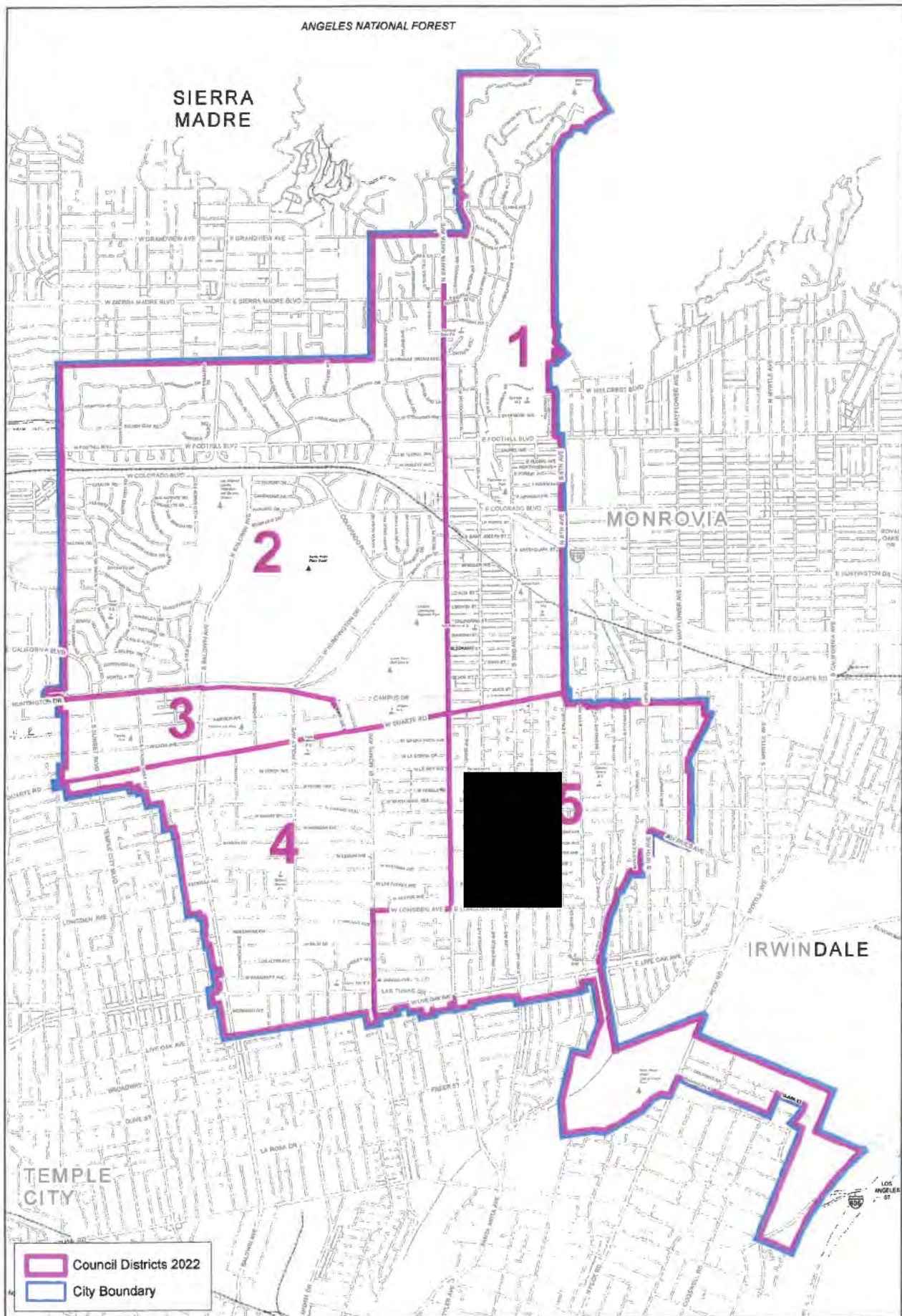
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PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: CITY CLERK'S OFFICE
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Citizen Service Resume

MAY 16 2023



1000 1000

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☒ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME pardha akalamkam DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE

☐ TWO

☐ THREE

☒ FOUR

☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION VP Information Technology

EMPLOYER MGAE

ARE YOU AN ARCADIA REGISTERED VOTER?



YES

☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 17

ARE YOU A LEADERSHIP ACADEMY GRADUATE?



YES

☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Technology from Indian Institute of Technology

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Board member UC Riverside's Design Thinking Program - <https://designthinking.extension.ucr.edu>

Board of Directors (2016) ,Director Live Webinars - PMI-LA chapter – www.pmi-la.org.

Board member - Ashta Lakshmi temple in North Hollywood - for homeless, organizing healthcare

Volunteer-Boys Scout Troop 111 , HOA Presedint

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I am a certified project management professional - PMP

I am also certified Youth protection program in Boys scout.

I am also certified Agile Leadership program. These certifications would certainly help me to lead ny board and successfully involve in any community service

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My ojective is better serve my community through these boards and mentor young citizens to become leaders in future. My goal is to transfer my leadership and knowledge to community and make them better citizens

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

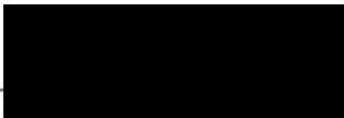
DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



5/11/23

DATE

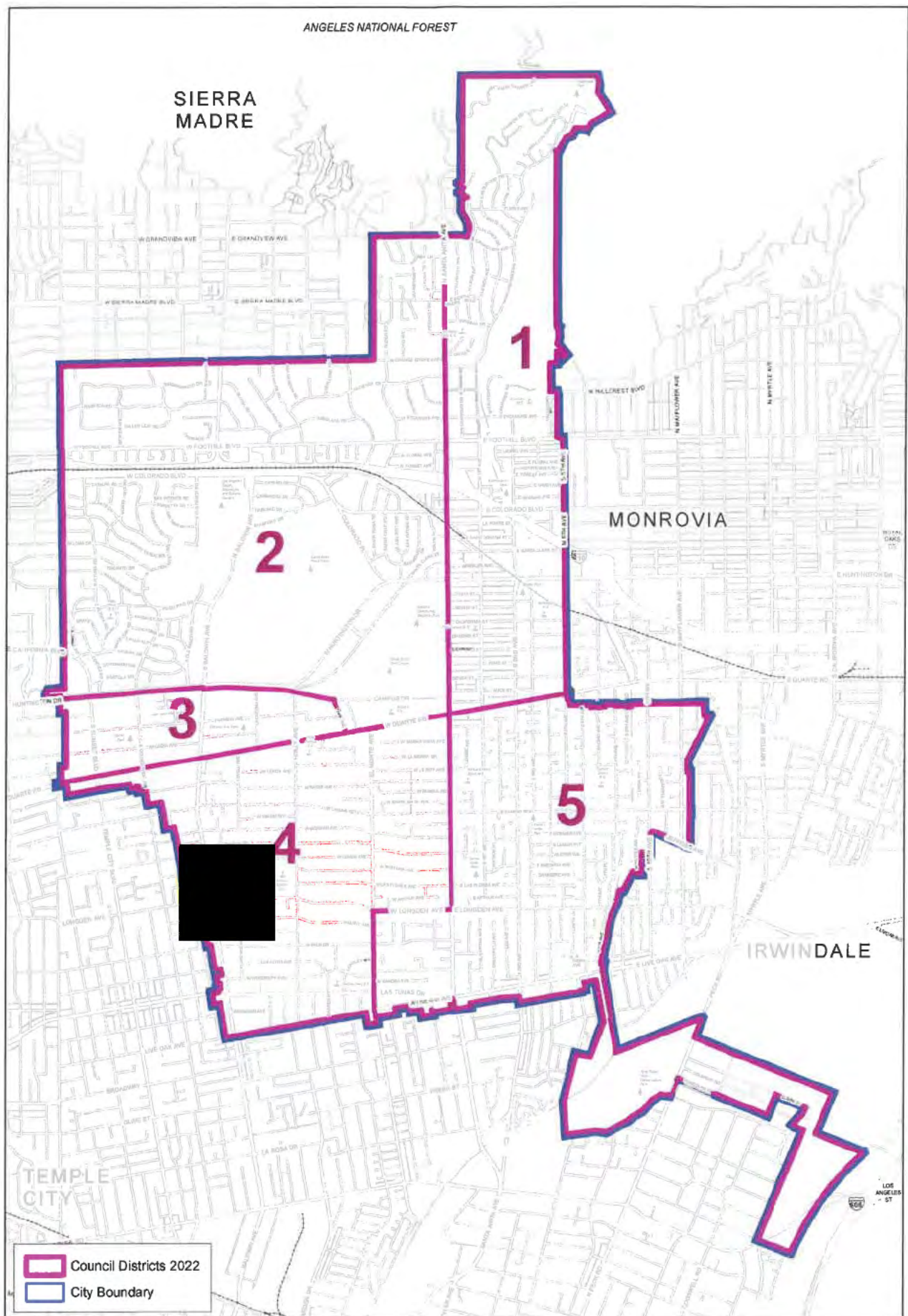
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

RECREATION AND PARKS COMMISSION APPLICANTS

Citizen Service Resume



ARCADIA

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

CITY OF ARCADIA
CITY CLERK

NAME Karen Yu DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Realtor

EMPLOYER Mountain View Capital Inc. ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 17 yrs. ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

please see attached pdf

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

*ARCADIA BEAUTIFUL APPLICANTS ONLY

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

5/15/23
DATE

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Please contact us at (626) 574-5455

Education:

I received my Bachelor of Science degree from UC Riverside majored in Business Administration with emphasis in Accounting in 2000. I also earned my Master of Business Administration from Pepperdine University in 2006.

Community involvement:

I am an active leader in the community and serves on numerous nonprofit organization boards as following:

1. City of Arcadia Park and Recreation commissioner
2. Business development director at San Gabriel Valley Civic Alliance
3. Marketing and communication chairperson of San Gabriel Hope Lions Club

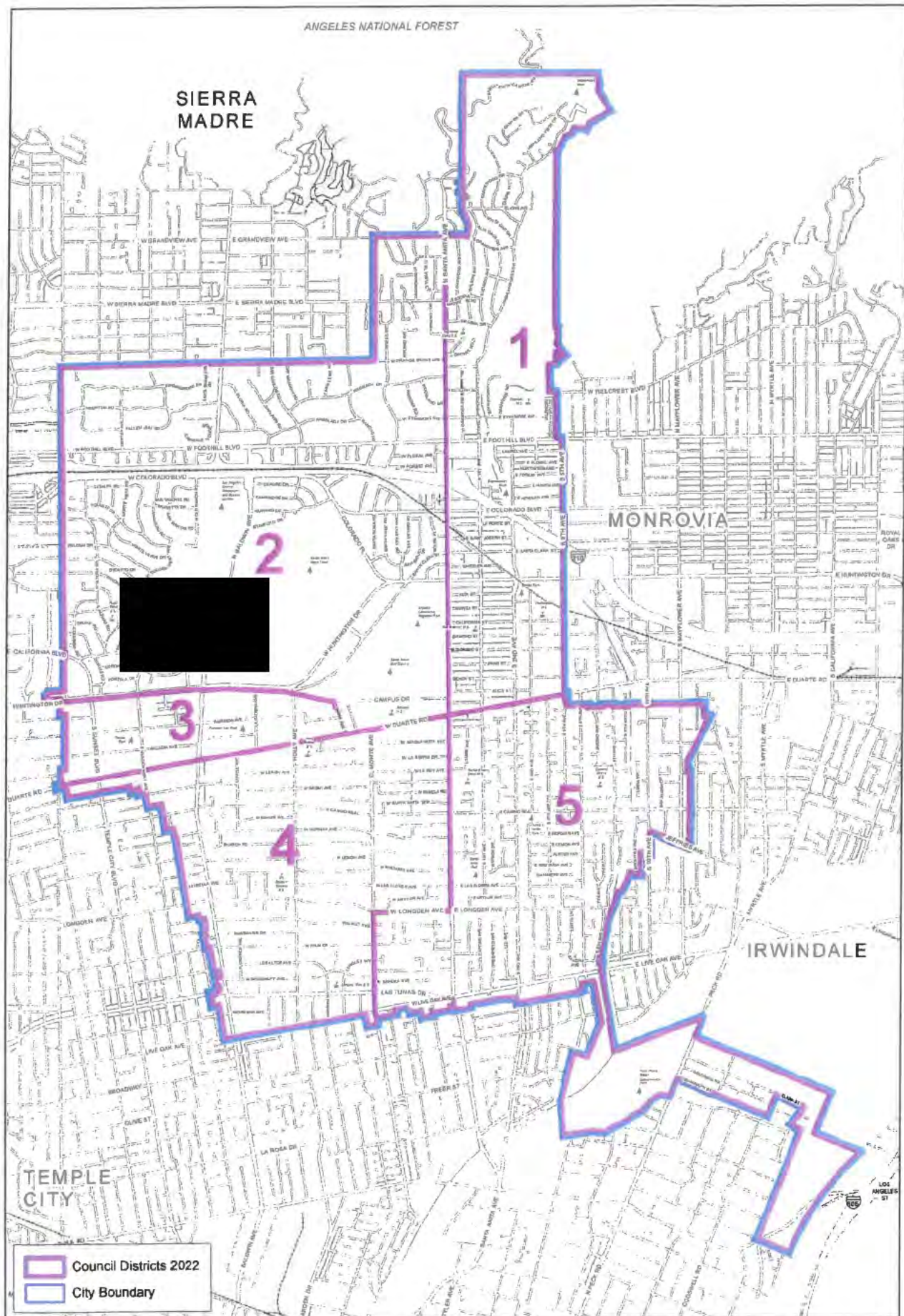
Please describe any background, training, or interest that qualify you as an appointee:

I have over 18 years of combined professional working experience in asset and investment management including equity, hedge fund, fixed income, alternative assets, financial analysis, financial institution operational management, real estate development and property management. I am also a bilingual fluent in English and Chinese (both mandarin and Cantonese). I believed my strong academic background, years of working experiences in Finance and Real Estate industries, and all the community services experiences in different nonprofit organization will allow me to make a significant amount of contribution to the residents of Arcadia as one of the commission on board.

What do you see as the objectives and goals of the commission for which you are applying?

I believe the objectives and goals of the Park and Recreation commission is the following:

1. To advise the City Council on matters relating to the development and maintenance of public parks and recreation programs, cultural arts programs and special events for the community.
2. To represent the views of the citizenry relating to parks and recreation needs and to assist in the development of plans for seasonal and year-round recreation, arts, special events, and health and wellness activities and programs.
3. To perform any other acts related to the City's park and recreation needs as requested by.



Council District

City of Arcadia, California

Citizen Service Resume

MAY 16 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Peter Chu DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION attorney

EMPLOYER Wilson Elser Moskowitz, Edelman, Dicker ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 19 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Temple City High School
U.C. Berkeley
Loyola Law School

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Arcadia Recreation and Park Commission; Board of Director at Light of Love Mission Church
Volunteer lawyer for Christian Legal Aid Clinic

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have been a commissioner with Recreation and Park Commission for one term. I have coached Little League for the Arcadia National. As a board member and an elder at Light of Love Mission Church, I have served with its Education Department and the Special Needs students, as well as currently serving as a CFO.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

As the City continues to become more diversified and as the pandemic is ending, the commission will continue to reach out and engage more people to socialize and enjoy time together to become closer together as neighbors in this beautiful city.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[REDACTED]

5/6/2023

DATE

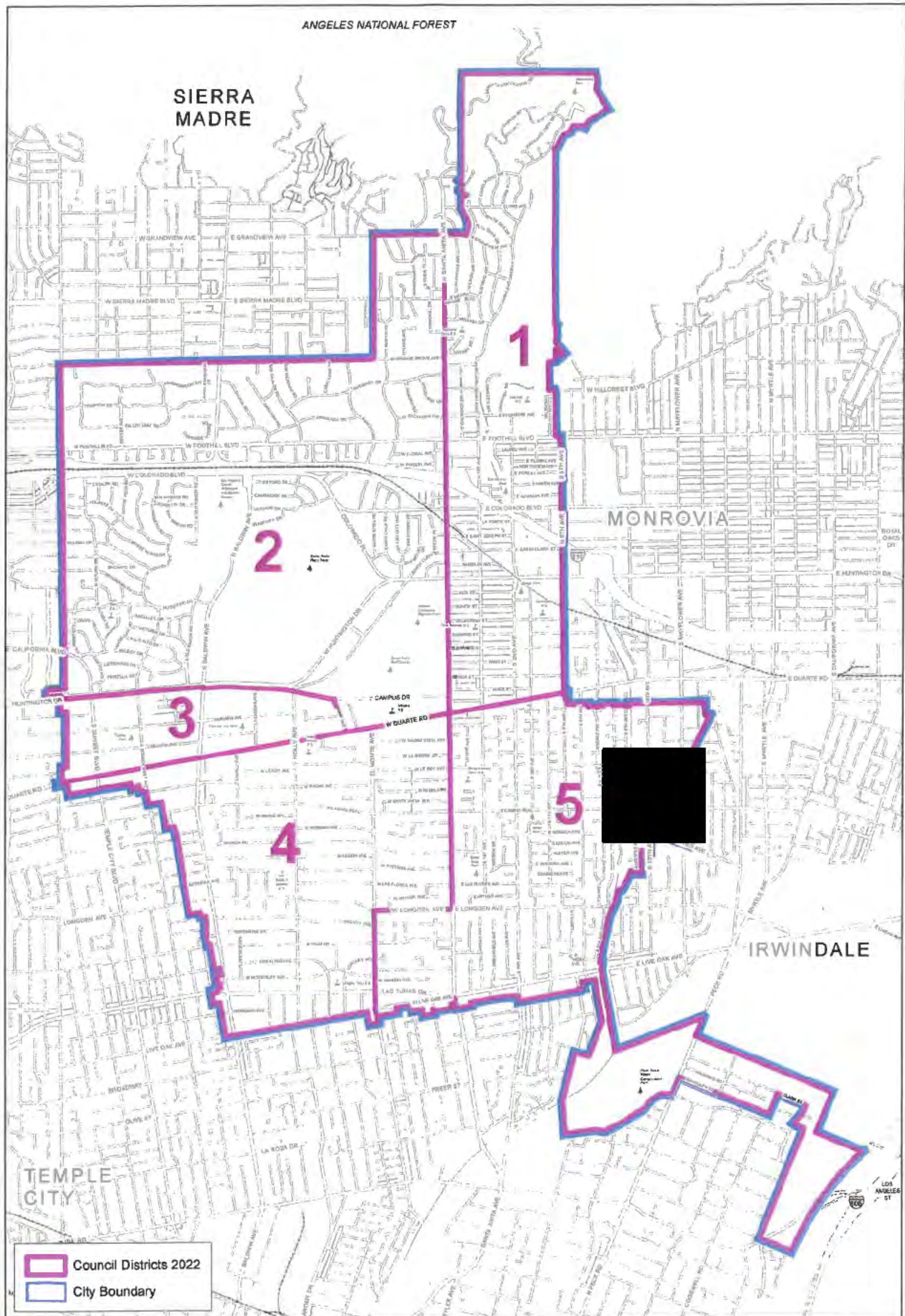
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Citizen Service Resume



RECEIVED

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

APR 24 2023

CITY OF ARCADIA
CITY CLERK

NAME Malki Daniel DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED]

EMAIL ADDRESS [REDACTED]

OCCUPATION Lawyer

EMPLOYER Weil

ARE YOU AN ARCADIA REGISTERED VOTER?

☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 15

ARE YOU A LEADERSHIP ACADEMY GRADUATE?

☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Harvard Law School, Master of Laws
Thomas Jefferson School of Law, Juris Doctor
University of California, Santa Barbara, Bachelor of Arts in Economic & Political Science

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

As a Legislative Intern in the 27th Congressional District, I actively contributed to policy development and communication. Serving as a Policy Advisor for the U.S. Congress Joint Economic Committee, I prepared reports and briefs, coordinated hearings, and drafted op-eds on various economic topics. Additionally, during my tenure as a Legislative Correspondent, I composed persuasive speeches, researched legislation, and ensured accurate content for Senate and Congress. In my role as a Policy Advisor for the U.S. Congress Joint Economic Committee, I was actively involved in shaping policy discussions and recommendations. I provided valuable insights and guidance on various economic topics by preparing comprehensive reports, coordinating hearings, and drafting op-eds. My policy advising experience demonstrates my ability to distill complex issues into concise summaries for effective communication and decision-making. Lastly, I ran for Arcadia City Council in the Fifth District for this past November election.

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

My legal and political background, encompassing experience with Congress and as an legal professional, has equipped me with the analytical and communication skills necessary for an appointee on the Arcadia Boards and Commissions. I possess a deep understanding of policy development and legislative processes, and am committed to addressing community concerns and fostering collaborative decision-making.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My objectives and goals are to effectively address community needs, promote sustainable growth, and enhance the overall quality of life for residents. I bring a fresh perspective and innovative ideas that can complement the experience of other members. By leveraging my legal and political expertise, I aim to contribute to informed policy decisions, facilitate transparent communication, and work collaboratively to ensure Arcadia continues to thrive as a vibrant, inclusive community that embraces the contributions of diverse generations.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

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☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

04/24/23

SIGNATURE

DATE

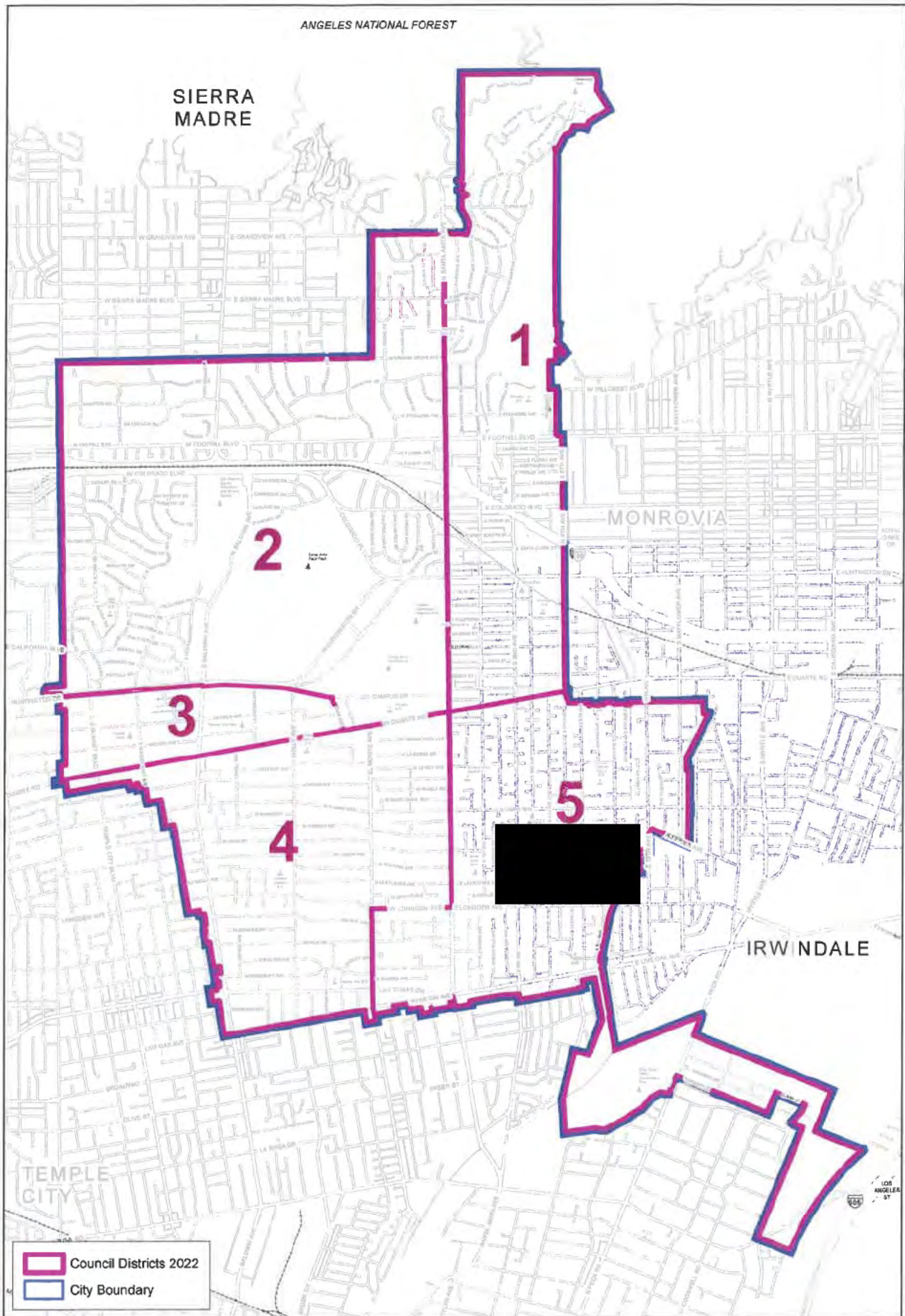
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Citizen Service Resume

JAN 9 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

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- ☐ Arcadia Museum Commission
- ☒ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Vivien Watts DATE OF BIRTH [REDACTED]
 FIRST LAST
 RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☐ FIVE
 HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]
 EMAIL ADDRESS [REDACTED] OCCUPATION Executive Director

EMPLOYER Alhambra Unified School District ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO
 HOW LONG HAVE YOU BEEN A RESIDENT? 20+ years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Science
School Nutrition Specialist
Certified Safe Food Handler/Manager

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

- 2018 Arcadia Leadership Academy
- 2021 Congressional award - woman of the year by Judy Chu
- On-going Ca School Nutrition Association (Past President, PD Chair)
- Received various awards (Arcadia, Alhambra, PTA, etc.)

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- 30+ year in school district administration with 110+ staff members
- Experienced in event planning, professional development, working with labor unions, team building, etc.
- enjoys arts & crafts, home design/decorating, oil painting, gardening, photography
- Fluent in mandarin, some cantonese • Easy to work with

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Support city admin. in maintaining & enhancing the quality of life of residents, city employees, & visitors alike

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

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ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. *ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?*

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

1/6/2023

DATE

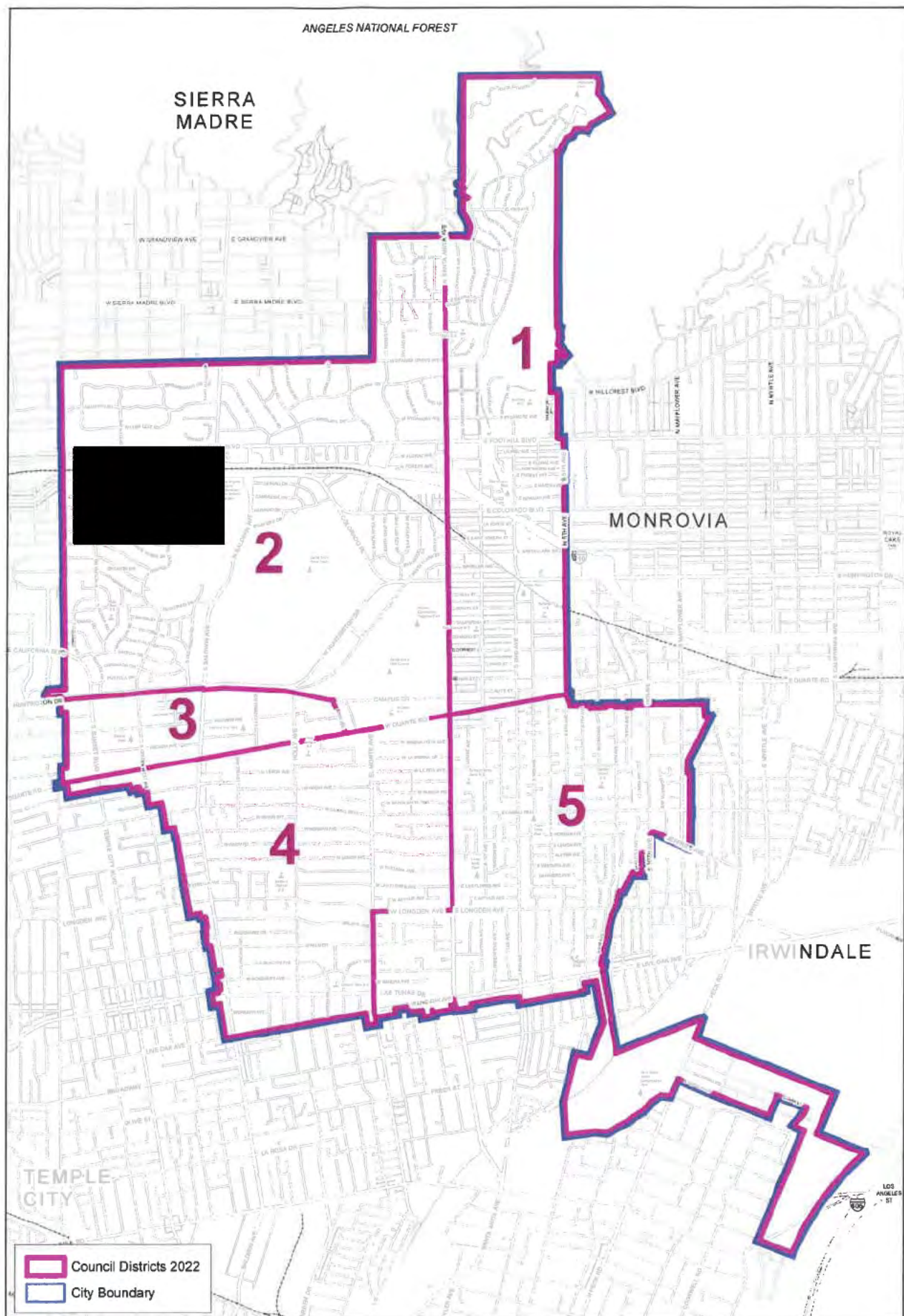
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455



Council District **City of Arcadia, California**

Citizen Service Resume

RECEIVED



ARCADIA

MAY 1 2023

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA
CITY CLERK

- ☒ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME MARIO CITO (SUNNY) MEDINA DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION RETIRED (FORMER CAFE OWNER IN ARCADIA)

EMPLOYER TAZA COFFEE INC ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 13 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

COLUMBIA COLLEGE CHICAGO IL
GRAPHIC DESIGN & PHOTOGRAPHY

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

OWNED TAZA COFFEE HOUSE ESTABLISHED IN ARCADIA 2011

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

BUSINESS OWNER IN ARCADIA, CREATIVE DIRECTOR AT DISNEY,
CREATIVE DIRECTOR AT GRP RECORDS NYC, BMG RECORDS B.L.H.A,
OWNER AND DESIGN LOS ANGELES & TAZA COFFEE IN ARCADIA

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I WANT TO HELP THE CITY I LIVE IN & ENJOY!

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☒ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☒ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☒ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

SIGNATURE

4/28/23
DATE

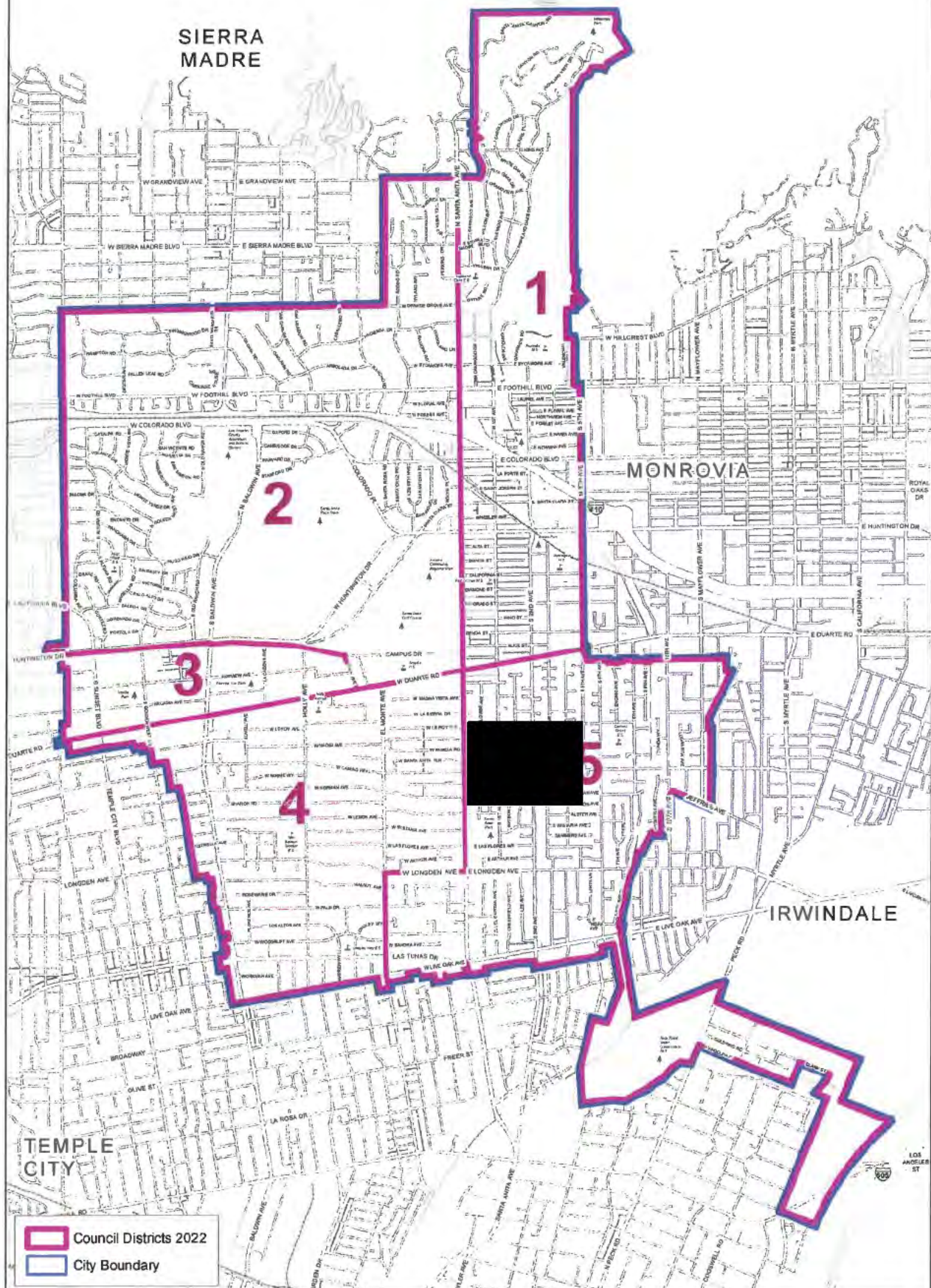
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Questions? Please contact us at (626) 574-5455



Council District
City of Arcadia, California

Citizen Service Resume

MAY 10 2023



PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Aya Yoshida DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☒ THREE ☐ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Education Technology

EMPLOYER Formative ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 10 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Stanford University | SWX Algorithm Studies
UCSC, Santa Cruz, CA | B.A. English, Foreign Language | 2002-2005
Cabrillo College | English | 2000-2002

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

School Site Council AUSD – Seated Council Member | 2022 - 2024
Ktown for All – Public Outreach, Program Application Assistance | 2017 – 2021

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Please See Attached Attachment A

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Please See Attached Attachment B

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

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☐ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

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SIGNATURE

DATE

4 21 2023

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Attachment A:

Full Answer:

My background in videography and experience using Adobe Suite could be relevant to developing and presenting visual materials for city planning initiatives. Additionally, my experience in technology have formed a strong data-driven yet creative approach to problem-solving, which could be valuable in evaluating and implementing various planning proposals.

My education, specifically my B.A. in English and foreign language studies from UCSC, could be valuable in communicating effectively with diverse communities and stakeholders. My volunteer and philanthropic work, including my involvement in Ktown for All represents a fraction of my commitment to public service and a track record of engaging with and advocating for marginalized communities.

Finally, my current position as a seated council member for the School Site Council at Baldwin Stocker in Arcadia, CA, demonstrates leadership skills, collaborative problem-solving, and an ability to engage with community stakeholders. All of these skills and experiences could be highly relevant to serving on a city planning commission or recreation and park commission.

Attachment B:

Full Answer:

Enhancing the already outstanding community we live in, planning updates to regulations, developing and updating the city's master plan, reviewing and approving zoning changes, development proposals, and building permits, engaging with community stakeholders, evaluating the environmental and economic impacts of proposed development projects, conducting research and analysis on key planning issues, working collaboratively with other city departments and agencies, and providing recommendations to the city council or other governing bodies on planning-related issues. Or, in the case of Recreation and Parks commission, overseeing and guiding the development and management of parks, recreation facilities, and programs within our outstanding city.

Developing and updating the city's parks and recreation master plan with the assistance of engineers, reviewing and approving plans for the development of new parks and recreation facilities, managing and maintaining existing parks and recreation facilities, evaluating and implementing new programs and activities, engaging with community stakeholders, and developing partnerships and collaborations with other organizations and agencies to enhance park and recreation offerings and leverage resources. Enhancing the quality of life and well-being of Arcadia by providing accessible and high-quality parks and recreation facilities and programs that meet the needs and interests of community members.

SIERRA MADRE

MONROVIA

IRWINDALE

TEMPLE CITY

 Council Districts 2022
 City Boundary



Council District

City of Arcadia, California

Citizen Service Resume

MAY 18 2023



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- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME Roberto Ayala DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☒ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Administrator

EMPLOYER LA Metro ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 3 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Masters of Science Transportation Management - San Jose State University (2020-2023)
Bachelors of Business Administration - University of Texas at Austin (2006-2010)

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

LA Food Bank 2018-2020

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Currently work in public transportation industry and interested in promoting the health benefits that parks and green spaces can provide in a suburban environment like Arcadia

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Build awareness of all facilities and programs that Arcadia Recs and Parks has to offer for all ages; advocate for more walkable and active communities

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE

May 18, 2023

DATE

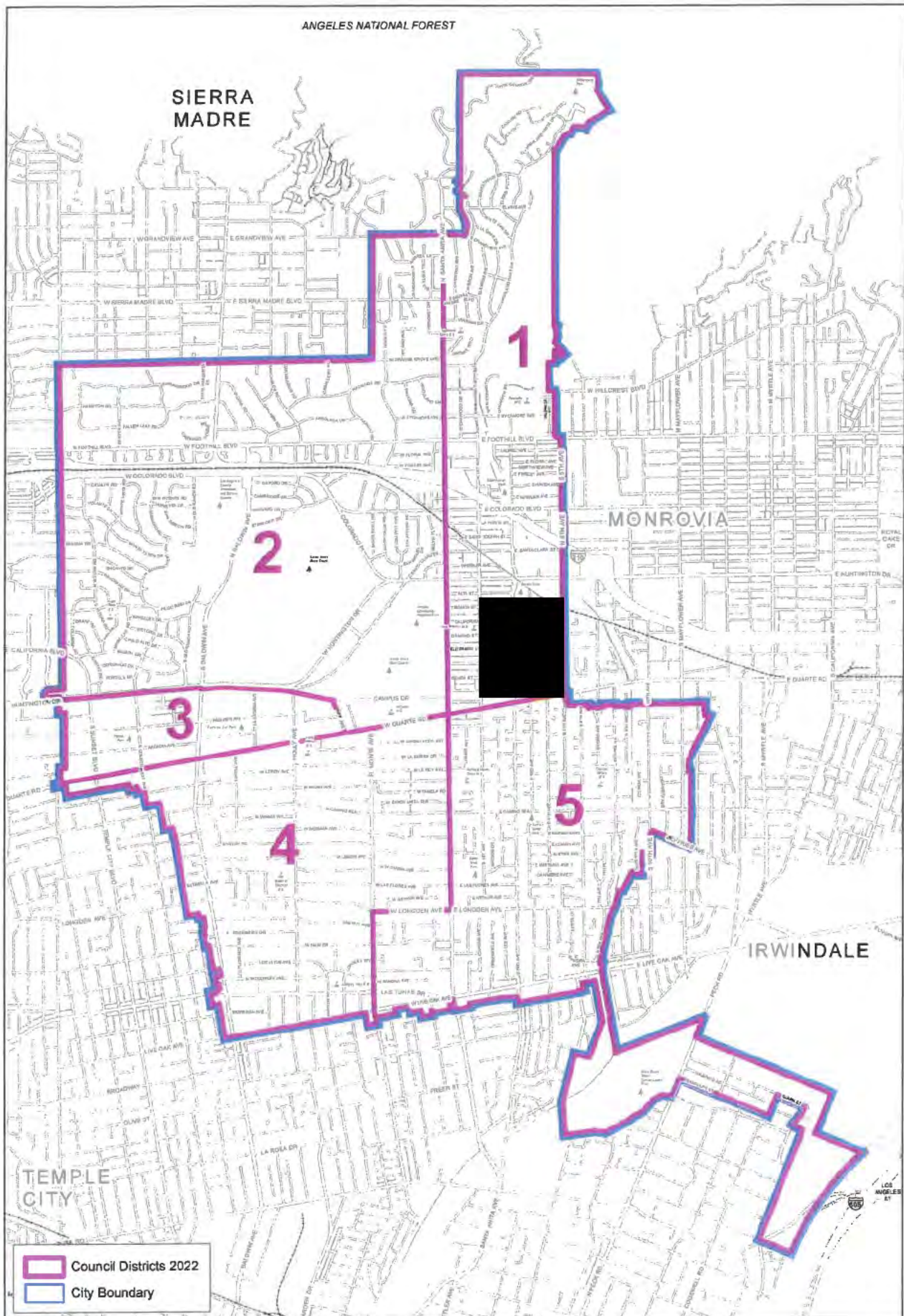
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Council District **City of Arcadia, California**

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Citizen Service Resume

MAY 18 2023

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

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- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Jamie (Wanchien) Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION community volunteer

EMPLOYER N/A ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 26 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

BA International Business
BS Hospitality Mgmt.
MS Hotel Mgmt.

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments) Consultant - Franklin Foundation
Arcadia Chinese Assoc. Director since 2006, Past President 2018-2020 Autistic Children
Arcadia Performing Arts Foundation, VP of Public Relations, since 2015
Arcadia High School Chinese Parents Booster Club, Director since 2021

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- Community Volunteer since 2006
- School Volunteer since 2012
- Event Chair / Organizer of Moon Festival of City of Arcadia (2018, 2019)
- Coordinator / Taste the Town - Senior Program (2018, 2019, 2023)
- Event Chair / Senior Appreciation Luncheon for many years

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- Promoting the volunteerism w/ happy great feel spirit
- Bridging the culture of the beauty of Diversity
- Exercising "Tender, Loving, care" with our community
- Promoting Physical & Mental Health through indoor / Outdoor activities & Programs & education

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

May 18, 2023

DATE

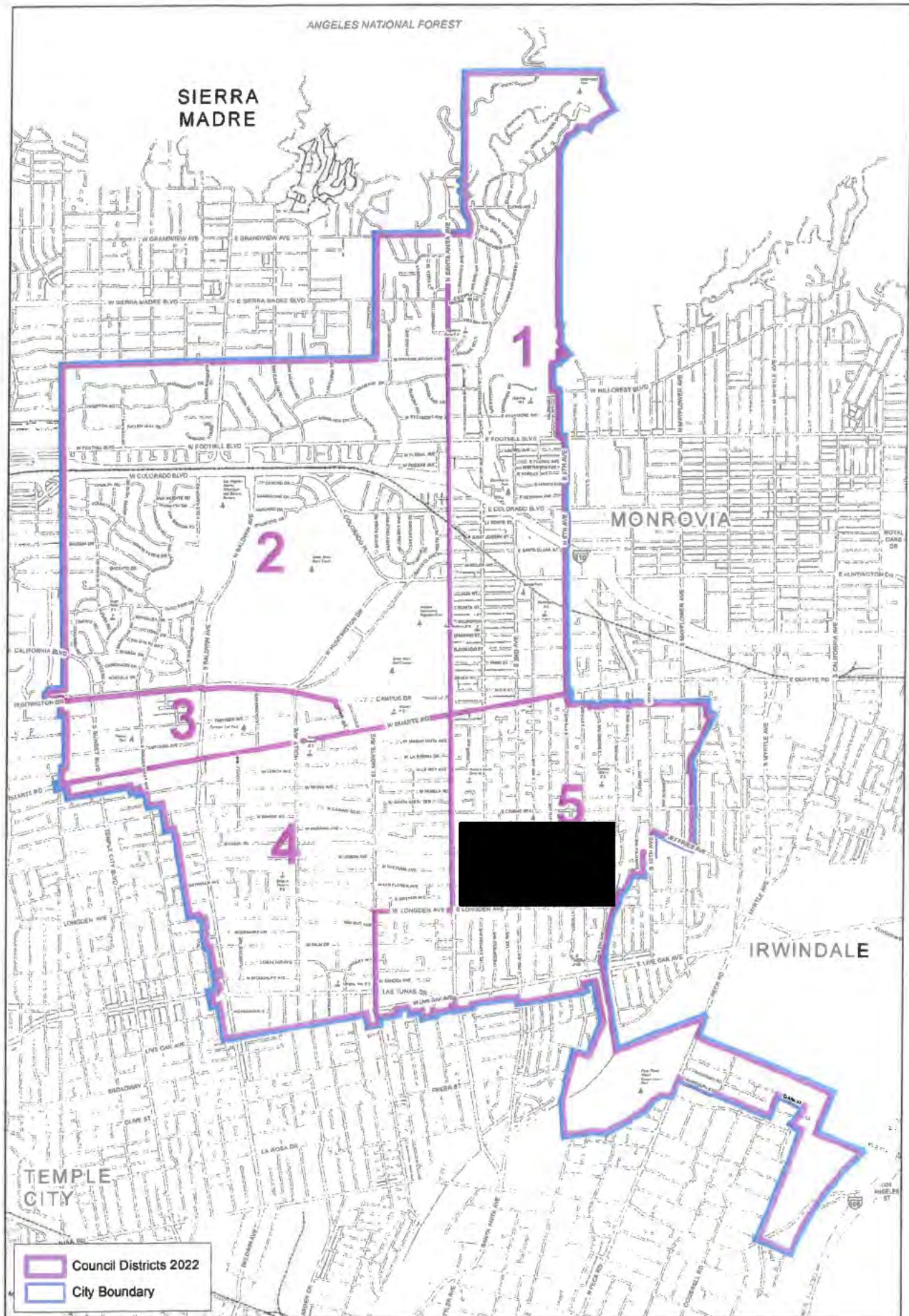
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Citizen Service Resume

MAY 16 2023



1000 1000

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- ☒ Library Board of Trustees

- ☒ Planning Commission
- ☒ Recreation and Parks Commission
- ☐ Senior Citizens Commission

NAME pardha akalamkam DATE OF BIRTH [REDACTED]

FIRST

LAST

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☒ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION VP Information Technology

EMPLOYER MGAE ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 17 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

Master of Technology from Indian Institute of Technology

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Board member UC Riverside's Design Thinking Program - <https://designthinking.extension.ucr.edu>

Board of Directors (2016) ,Director Live Webinars - PMI-LA chapter – www.pmi-la.org.

Board member - Ashta Lakshmi temple in North Hollywood - for homeless, organizing healthcare

Volunteer-Boys Scout Troop 111 , HOA Presedint

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I am a certified project management professional - PMP

I am also certified Youth protection program in Boys scout.

I am also certified Agile Leadership program. These certifications would certainly help me to lead ny board and successfully involve in any community service

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

My ojective is better serve my community through these boards and mentor young citizens to become leaders in future. My goal is to transfer my leadership and knowledge to community and make them better citizens

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☒ YES ☐ NO

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☒ YES ☐ NO

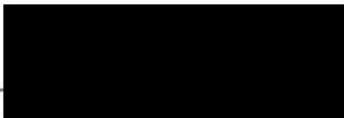
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☒ YES ☐ NO

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☐ YES ☐ NO

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5/11/23

DATE

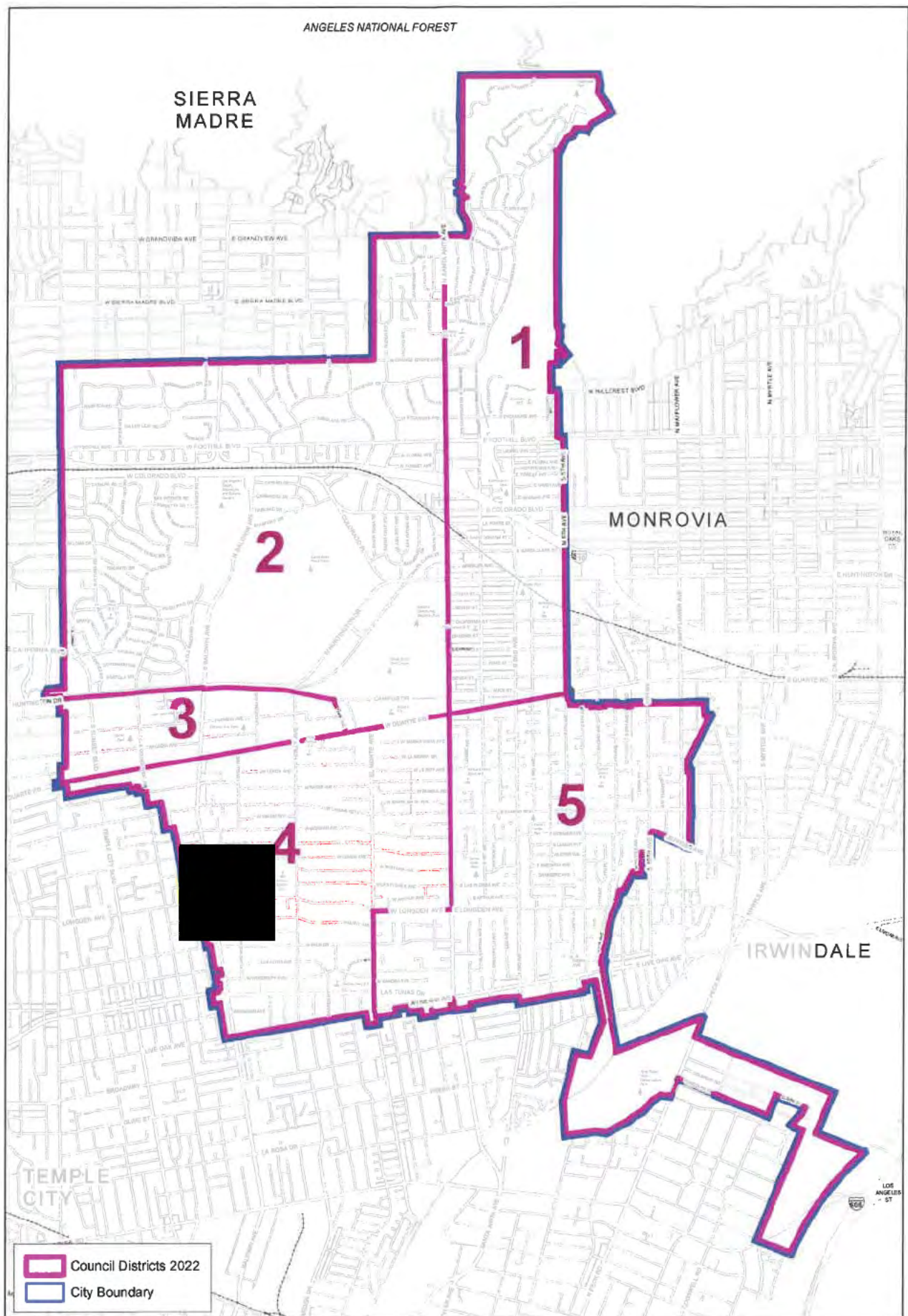
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Council District

City of Arcadia, California

SENIOR CITIZENS' COMMISSION APPLICANTS

RECEIVED

Citizen Service Resume



MAY 17 2023
PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

CITY OF ARCADIA

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME ROBERT WENDELL BOLSTER DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☒ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Retired

EMPLOYER Real Estate Investor ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 42 YR ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

U.S NAVAL ACADEMY, B.S 1962
UCLA MBA 1968

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

PRESIDENT EL MONTE-ARCADIA CIVITAN
ELDER SAN MARINO COMMUNITY CHURCH

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

CONCERNED THAT ARCADIA REMAINS A
COMMUNITY OF HOMES, HIGH ACHIEVING
SCHOOLS, RESPONSIBLE POLICE & FIRE

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

A PARTICULARLY INTERESTED IN RE-OPENING
WILDERNESS PARK

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

STATE LAW AND THE CITY CONFLICT OF INTEREST CODE REQUIRES THAT LIBRARY BOARD OF TRUSTEE MEMBERS AND PLANNING COMMISSIONERS FILE A STATEMENT OF ECONOMIC INTERESTS (FORM 700) ANNUALLY AS WELL AS RELATED FORMS WHEN ASSUMING AND LEAVING OFFICE (e.g. sources of income, loans, gifts, investments, interest in real property as required by state law). DO YOU AGREE TO FILE ALL REQUIRED FORMS IN A TIMELY MANNER AS REQUIRED BY THE CITY'S FILING OFFICIAL?

☐ YES ☐ NO *N.A.*

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO *N.A.*

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☒ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO *N.A.*

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE

MAY 15, 2023
DATE

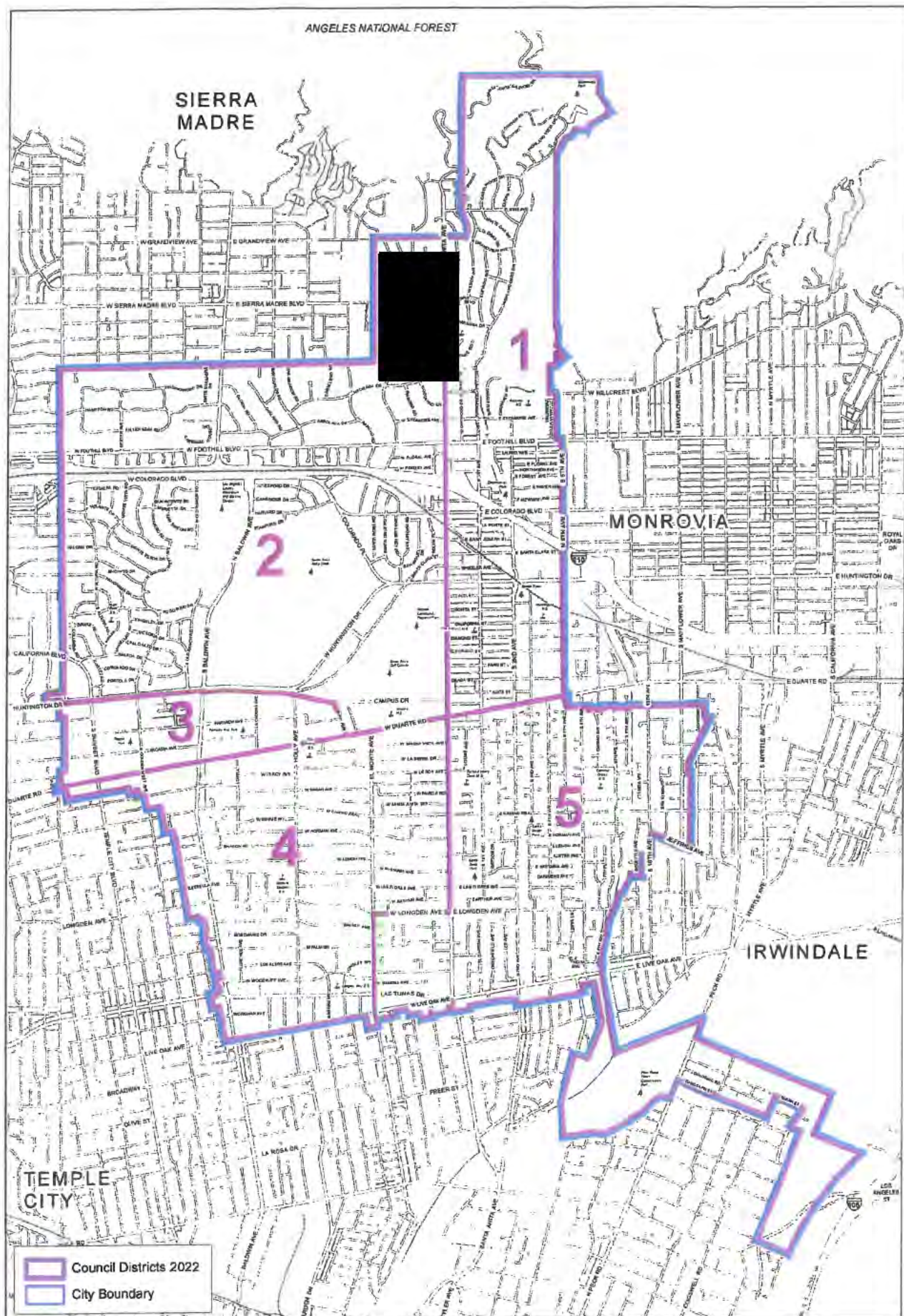
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240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District City of Arcadia, California

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Citizen Service Resume

MAY 18 2023

PLEASE PLACE A CHECK MARK NEXT TO THE BOARD/COMMISSION FOR WHICH YOU WOULD LIKE TO APPLY (You may make more than one selection):

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☒ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Jamie (Wanchien) Lee DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION community volunteer

EMPLOYER N/A ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 26 ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

BA International Business
BS Hospitality Mgmt.
MS Hotel Mgmt.

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments) Consultant - Franklin Foundation
Arcadia Chinese Assoc. Director since 2006, Past President 2018-2020 Autistic Children
Arcadia Performing Arts Foundation, VP of Public Relations, since 2015
Arcadia High School Chinese Parents Booster Club, Director since 2021

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

- Community Volunteer since 2006
- School Volunteer since 2012
- Event Chair / Organizer of Moon Festival of City of Arcadia (2018, 2019)
- Coordinator / Taste the Town - Senior Program (2018, 2019, 2023)
- Event Chair / Senior Appreciation Luncheon for many years

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

- Promoting the volunteerism w/ happy great feel spirit
- Bridging the culture of the beauty of Diversity
- Exercising "Tender, Loving, care" with our community
- Promoting Physical & Mental Health through indoor / Outdoor activities & Programs & education

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

NOTE: FOR LIBRARY BOARD OF TRUSTEE & PLANNING COMMISSION APPLICATIONS ONLY

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



May 18, 2023

DATE

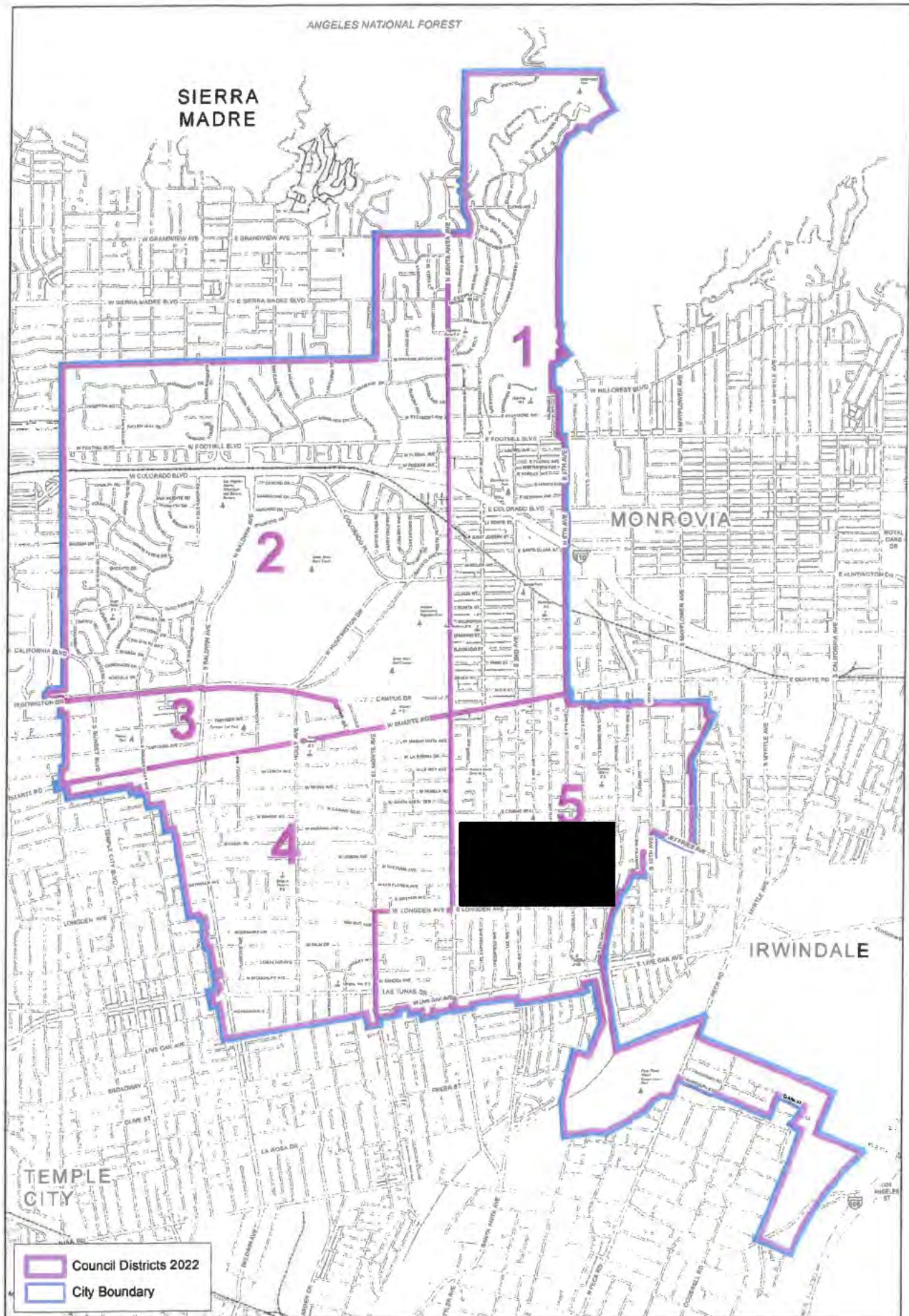
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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov

Questions? Please contact us at (626) 574-5455



Council District

City of Arcadia, California

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Citizen Service Resume



ARCADIA

APR 27 2023

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CITY OF ARCADIA
CITY CLERK

- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission
To REPRESENT ARCADIA TRAVELERS

NAME Joyce Platt [REDACTED]
FIRST LAST DATE OF BIRTH

RESIDENTIAL ADDRESS [REDACTED]

(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT

☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

HOME PHONE [REDACTED] BUSINESS PHONE N/A

EMAIL ADDRESS [REDACTED] OCCUPATION Retired Educator

Retired from Arcadia Unified School District

EMPLOYER [REDACTED] ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 47 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☒ YES ☐ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION: (Include professional or vocational licenses or certificates)

BA on Education

MA on Administrative Services

CA teaching credential

Leadership Academy Graduate

Beginning Teacher Support and Assessment Certificate (BTSA)

COMMUNITY INVOLVEMENT (list organizations memberships and committee assignments)

Arcadia Unified School District Bond Oversight Committee: 3 years and still serving on the committee.

Board of the Friends of the Gilb Museum: President for 3 years and still in that capacity

Las Alas: Project Chair and member

Board of the Lion's Foundation: President for 2022-2023

Arcadia Travelers: Past President in years 2012-2014, 2018-2019 and 2022-2023, serve as an escort for trips, Office Manager

Arcadia Woman's Club: served as recording secretary and member

Supporter of the Arcadia Chinese Association

Volunteer for the Breeder's Cup: 3 years

Neighbor Watch Captain:

Served as a teacher support and assessment leader and liaison between Arcadia, Duarte and Temple City. Served in the capacity at the state level in Sacramento.

Served on the Senior Commission: 2015

Senior of the Year: 2017

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

In actively working with seniors at the Community Center(Arcadia Travelers), there is constant communication with seniors and organizing activities in which they can participate. I have served as a teacher support and assessment leader and liaison between Arcadia, Temple City and Duarte and at the state level in Sacramento. (communicating, listening and organization were skills used continually)

Educator in Arcadia Unified School District for 40 years, which served on numerous committees within the District and at the state level in both leadership and participant roles. Served as administrator for 6 years in the coordinating and running of elementary summer school in Arcadia Unified through the University of LaVerne, which required high communication skills and participation with many adults. Being an active senior in Arcadia myself, I have a high interest and awareness in providing leadership and support for seniors. My experience with others to express needs and concerns includes planning ways to implement those needs and concerns,

I have been an active senior in Arcadia Travelers for approximately 15 years, holding offices, being on committees, escorting trips and managing the Travel Office. Due to my extended knowledge of this organization, I feel that I would be able to represent the members and would be able to have an active communication between the organization and the Senior Commission.

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Work in an advisory capacity to the City Council by providing coordination of senior activities sponsored by the City of Arcadia. Provide leadership and support to seniors by providing information and an awareness of Arcadia available programs and activities as well as what is happening in the community. Encouraging activities to meet those needs. Be active in keeping seniors on the city "radar map" as seniors become an even more priority population. Being able

to listen to seniors and bring relevant information back to the Senior Commission for discussion.

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

***ARCADIA BEAUTIFUL APPLICANTS ONLY**

ARE YOU AWARE THAT THE PRIMARY FUNCTION OF THE ARCADIA BEAUTIFUL COMMISSION IS TO ACT AS JUDGES FOR THE COMMISSIONS AWARD PROGRAMS (Spring Home, Holiday Decoration, and Water Smart Hero awards)?

☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

THE ARCADIA BEAUTIFUL COMMISSION USUALLY HAS FOUR REGULAR MEETINGS EACH YEAR WITH ADDITIONAL MEETINGS AND/OR TIME COMMITMENTS SCHEDULED FOR THE PURPOSE OF CONDUCTING JUDGING FOR THE AWARD PROGRAMS, PARTICIPATING IN A 3-4 HOUR HOLIDAY DECORATION AWARD RECOGNITION EVENT, AND PARTICIPATING IN ARBOR DAY PROGRAMS. ADDITIONALLY, PRELIMINARY JUDGING FOR THE SPRING HOME AND HOLIDAY DECORATION AWARDS IS DONE WITH EACH COMMISSIONER TAKING RESPONSIBILITY FOR A SECTION OF THE CITY AND DRIVING THROUGH THE NEIGHBORHOODS TO SELECT THEIR NOMINATIONS FOR FINAL JUDGING BY THE COMMISSION. **ARE YOU ABLE TO FULFILL THIS TIME COMMITMENT?**

☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Apr. 24, 2023
DATE

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ARCADIA, CA 91007

OR

Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455

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APR 27 2023

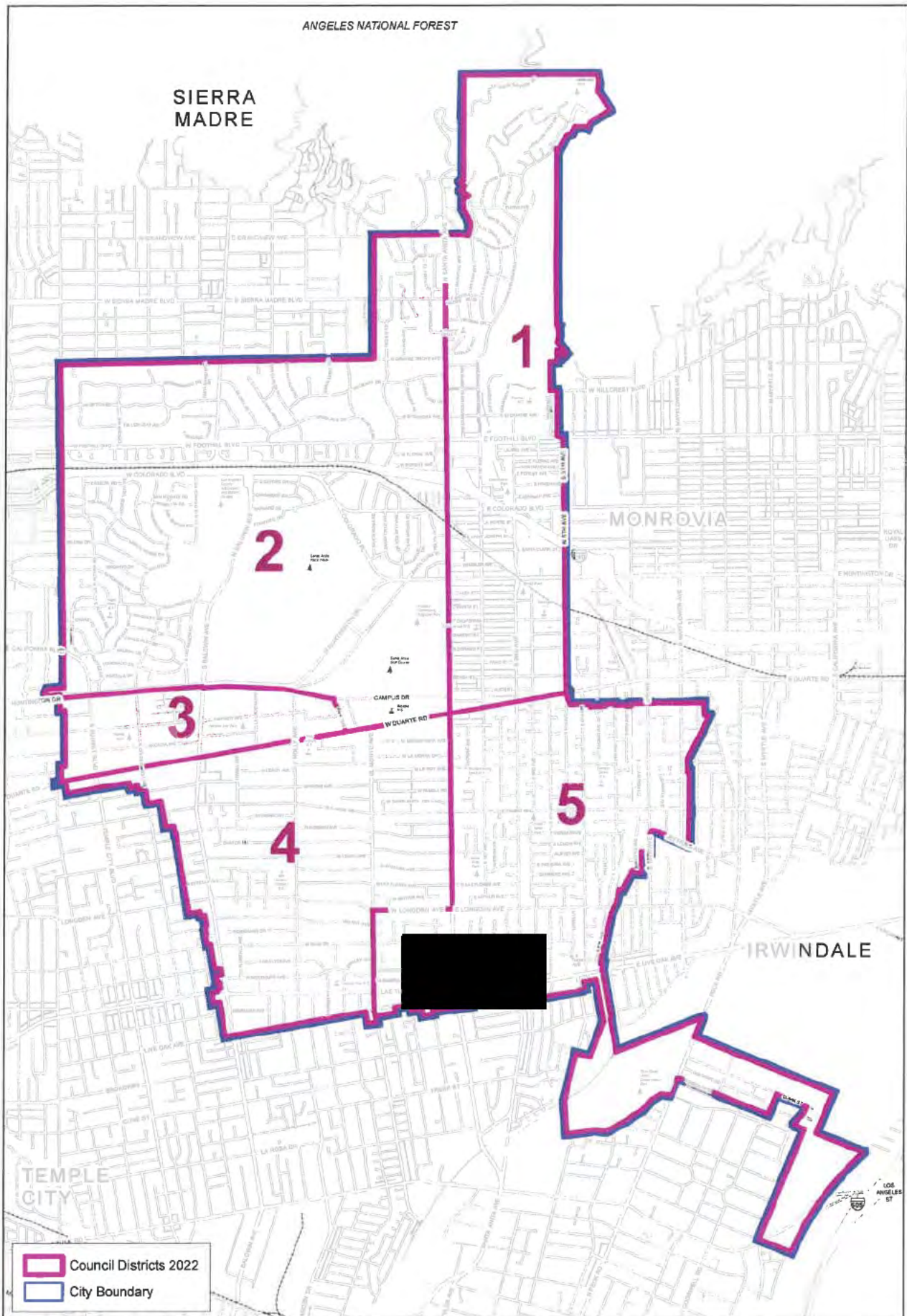
April, 24, 2023

CITY OF ARCADIA
CITY CLERK

This letter is to acknowledge that Joyce Platt has been chosen unanimously by the Board of Directors of Arcadia Travelers to be considered to serve on the Senior Commission to represent its organization beginning July 1, 2023.

The Board of Directors,

Karen Sexton
Val Babczenko
Edith Nelson
Stephani Tyler
Larry Trujillo
Tom Meikle
Marilyn Mazone
Andy Sae
Dennis Ross
Chris Ohrmund
Joyce Platt



Council District

City of Arcadia, California

FEB 9 2023

Citizen Service Resume



Arcadia

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- ☐ Arcadia Beautiful Commission*
- ☐ Arcadia Museum Commission
- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Stephen Sherman DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☒ FIVE

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION retired

EMPLOYER none ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 31 years ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY.

EDUCATION (Include professional or vocational licenses or certificates)

MD degree
University of Illinois College of Medicine
American Board of Radiology, American Board of Nuclear Medicine
COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)
Arcadia Senior Men's club
Arcadia Senior Friends Club

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

Former senior commission member

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

Assure seniors have adequate opportunities

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

DO YOU HAVE THE ABILITY TO TRAVEL BY CAR DURING THE DAY AND IN THE EVENING FOR THE PURPOSE OF JUDGING?

☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Redacted Signature]

07-9-2023
DATE

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Email us at CityClerk@ArcadiaCA.gov Questions?

Please contact us at (626) 574-5455

April 15 2023

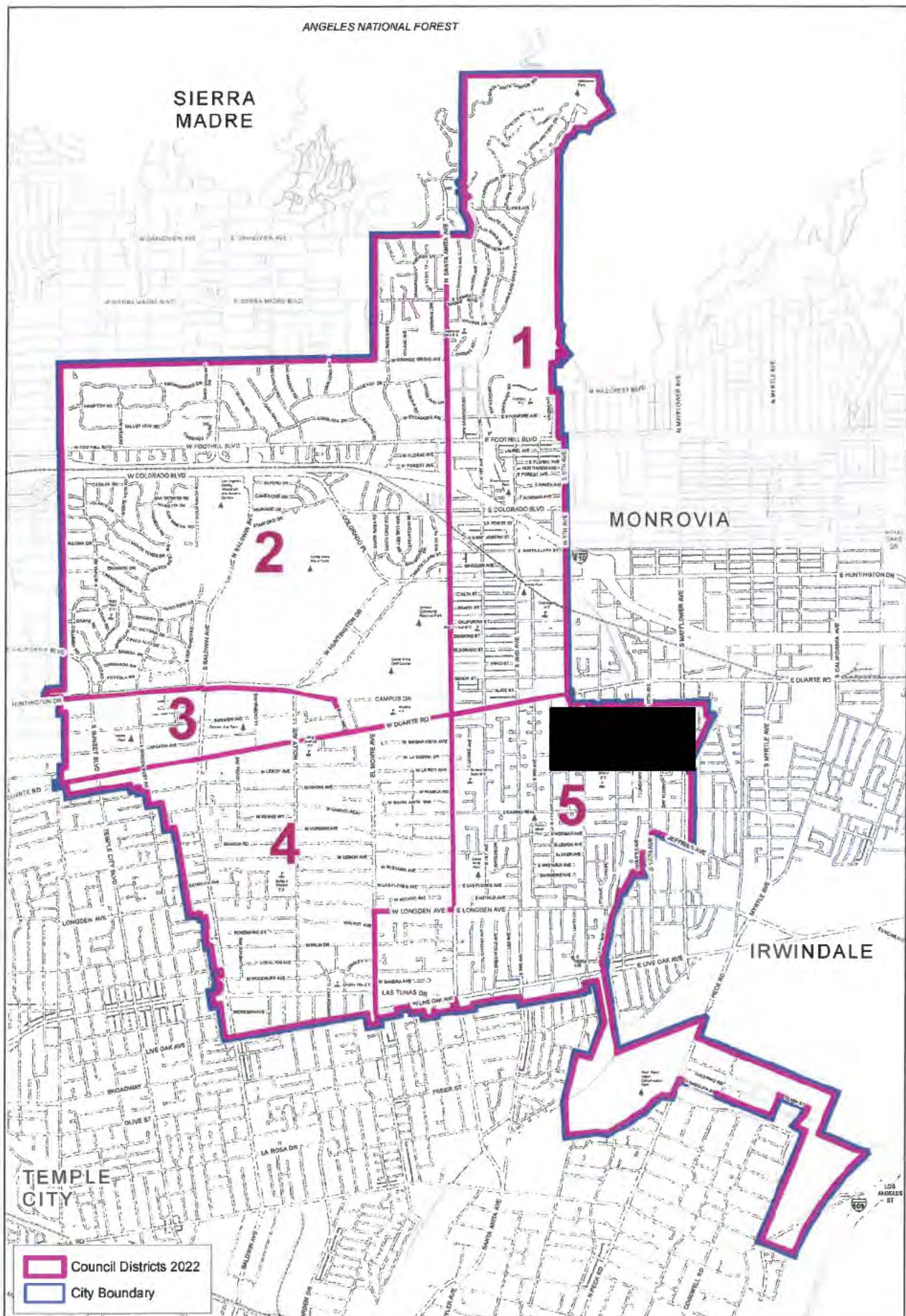
The Men's Club of Arcida would like to present Steve Sherman as our representative to your association.

Thank you for your consideration.

[REDACTED]

Melvin Doerning [REDACTED]

President of the Men's Club



Citizen Service Resume

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MAY 18 2023



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- ☐ Human Resources Commission
- ☐ Library Board of Trustees

- ☐ Planning Commission
- ☐ Recreation and Parks Commission
- ☒ Senior Citizens Commission

NAME Margaret Swape DATE OF BIRTH [REDACTED]
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED]
(Note: Cannot be a mailing address or PO Box)

I CERTIFY THAT I AM A RESIDENT OF DISTRICT ☐ ONE ☐ TWO ☐ THREE ☒ FOUR ☐ FIVE

PHONE NUMBER [REDACTED] ADDRESS [REDACTED]

OCCUPATION [REDACTED]

EMPLOYER retired ARE YOU AN ARCADIA REGISTERED VOTER? ☒ YES ☐ NO

HOW LONG HAVE YOU BEEN A RESIDENT? 28 yrs ARE YOU A LEADERSHIP ACADEMY GRADUATE? ☐ YES ☒ NO

PLEASE ANSWER THE QUESTIONS BELOW, YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY:

EDUCATION (Include professional or vocational licenses or certificates)

B.A. Occidental College 1973
Accounting classes Cal State LA

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Senior Citizens Commission
member Arcadia Friendship Club

PLEASE DESCRIBE ANY BACKGROUND, TRAINING, OR INTERESTS THAT QUALIFY YOU AS AN APPOINTEE

I have been participating in things at the center for 20 years and appreciate how important it is for seniors

WHAT DO YOU SEE AS THE OBJECTIVES AND GOALS OF THE COMMISSION FOR WHICH YOU ARE APPLYING?

I see the objective of the senior center as a place where older adults can take part in many different activities according

to their interests can interact with others
to keep them mentally and physically engaged
life

ARE YOU AWARE OF THE TIME COMMITMENT NECESSARY TO FULFILL THE OBLIGATIONS OF AN APPOINTMENT TO THIS POSITION?

☒ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

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☐ YES ☐ NO

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

5/18/2023
DATE

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CITY OF ARCADIA

MAY 18 2023

CITY COUNCIL

May 15, 2023

Arcadia City Council
240 West Huntington Drive
Arcadia, CA 91007

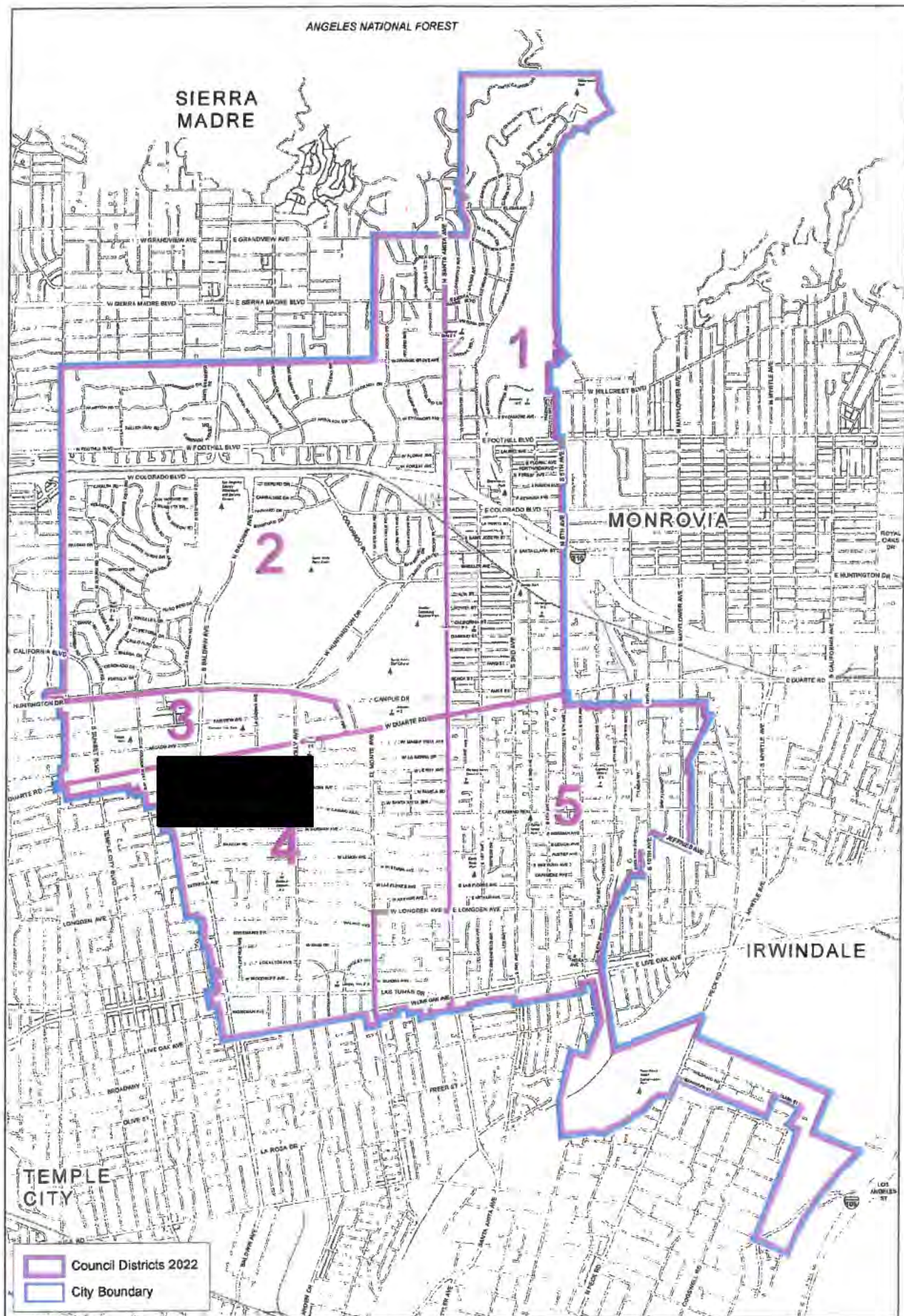
Dear Honorable Mayor and Council Members:

The Arcadia Friendship Club recommends Margaret Swope for reappointment to the Senior Citizen's Commission for the current term beginning July 1, 2023.

Sincerely,



President Judy Regalado
Arcadia Friendship Club



Council District City of Arcadia, California



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Jeramie Brogan, Management Analyst

SUBJECT: RESOLUTION NO. 7510 CONFIRMING THE ENGINEER'S REPORT FOR THE LEVY AND COLLECTION OF THE ARCADIA CITYWIDE LIGHTING DISTRICT NO. 1 AND THE ASSOCIATED ASSESSMENT DIAGRAM; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023-24

CEQA: Not a project

Recommendation: Adopt

SUMMARY

The Citywide Lighting District No. 1 ("Citywide Lighting District" or "District") was formed in the City of Arcadia pursuant to state law for the purpose of partially funding the ongoing operation, maintenance, and servicing of the City's street lighting system. At the June 6, 2023, City Council Meeting, the City Council adopted Resolution Numbers 7503 through 7505, which initiated the proceedings for the annual levy and collection of assessments, approved the preliminary Engineer's Report, and set the public hearing for the June 20, 2023, City Council Meeting. The purpose of the public hearing is to allow the public an opportunity to provide comments regarding the levy and collection of the Citywide Lighting District.

Upon conclusion of the public hearing, it is recommended that the City Council adopt Resolution No. 7510 confirming the Engineer's Report for the levy and collection of the Arcadia Citywide Lighting District No. 1 and the Associated Assessment Diagram; and ordering the levy and collection of assessments for Fiscal Year 2023-24.

BACKGROUND

The City's original Street Lighting District was established through the Street Lighting Act of 1919 in the early 1950s and was set to expire on June 30, 2010. This would have resulted in a loss of approximately \$420,000 in annual revenue to the City beginning in Fiscal Year 2010-11. To address this issue, in 2009, the City Council directed the formation of a Citywide Lighting District via the Landscaping and Lighting Act of 1972. Under this Act, assessments are based on the special benefit that street lighting provides

to properties within the Citywide Lighting District area. Proposition 218 noticing and balloting requirements were met, and on August 3, 2010, the City Council by Resolution, adopted the Engineer's Report for the formation of the Citywide Lighting District and approved the levy and collection of assessments beginning in Fiscal Year 2010-11.

To ensure appropriate allocation and annual levy of assessments based on proportional special benefits, the Citywide Lighting District established two benefit zones to separate general benefit and special benefit.

- Zone 1 includes properties along major thoroughfares and includes parcels that receive the general benefit of street lighting along arterial streets.
- Zone 2 includes properties in residential neighborhoods that specifically benefit from maintenance of street lighting on local streets.

In addition to the use of zones, an equivalent benefit unit ("EBU") methodology was established to reflect the proportional special benefit of each parcel. The proportional special benefit calculation for each parcel is determined by land use, number of units, and acreage. Furthermore, a benefit multiplier factor is also employed to account for varying density levels of street lighting within the City, which ranges from a standard level of street lighting to no street lighting. Some areas in the City were developed with less lighting on their streets. These sparsely lit neighborhoods still receive special benefits from their local lights even though their overall lighting density is less than those streets with full lighting. They receive 20% of the standard lighting density and pay 20% of the annual assessment rate. Properties in areas of the City that do not have street lighting do not pay a street lighting assessment fee. This methodology has been in place since Fiscal Year 2010-11.

Moreover, as part of the District formation, an assessment range formula was also developed to provide reasonable increases and inflationary adjustments that are associated with providing improvements for the Citywide Lighting District. The maximum rates for the Citywide Lighting District are adjusted annually and are calculated independently of the Citywide Lighting District's annual budget. Although the City is allowed to increase the annual assessment rates to the maximum, the proposed property owners' assessment rate will not increase to the Maximum Assessment Rate allowed. In fact, the City has consistently kept the assessment rates lower than the allowed inflationary assessment rates, resulting in substantial savings to property owners over the years when compared to the Maximum Assessment Rates allowed.

DISCUSSION

The City's Fiscal Year 2023-24 proposed Budget for the Lighting District is \$1,446,600, of which \$1,221,158 has been determined to be of special benefit to properties within the Citywide Lighting District based on the assessment methodology. However, the District

was established to fund only a portion of this amount. Specifically, the City will be contributing approximately 60%, or \$862,224, of the total street lighting budget, while the property owners (“District”) will pay about 40%, or \$584,376, of street lighting costs. As proposed, the Citywide Lighting District budget for Fiscal Year 2023-24 includes an increase of 7.08%, or \$95,700. The increase is primarily due to an increase in electricity costs and contract services. As a result, for Fiscal Year 2023-24, the annual assessment rate for a single-family property owner in Zone 1 will increase from \$21.50 to \$23.00; and for a single-family property owner in Zone 2, the annual assessment rate will increase from \$36.60 to \$39.16.

Using a single-family property as the baseline for the assessment, the table below shows the annual assessment rates levied in Fiscal Year 2022-23, and the proposed Fiscal Year 2023-24 annual assessment rates for Zones 1 and 2:

	FY 22-23 Assessment Rate	FY 23-24 Assessment Rate	Maximum Allowed Assessment Rate
Lighting District Total Budget	\$1,350,900	\$1,446,600	\$1,446,600
Zone 1 (Arterial Lights) Sparse Lighting	\$21.50 (\$4.30)	\$23.00 (\$4.60)	\$24.55
Zone 2 (Local Lights) Sparse Lighting	\$36.60 (\$7.32)	\$39.16 (\$7.83)	\$41.75

Pursuant to the Landscaping and Lighting Act of 1972, notice for the date of the public hearing was published on June 8, 2023. As of the preparation date of this staff report, the City has not received any opposition to the proposed assessment rates for Fiscal Year 2023-24. Fees can only be adopted after the conclusion of the public hearing.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, 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

Fees collected under the Citywide Lighting District will help defray the total maintenance costs of lighting in the subject areas. Upon conclusion of the public hearing and adoption of the engineer’s report, a total of \$584,376 will be levied and collected under the Citywide

Lighting District. The levy will not exceed the cost of providing the subject services to the areas nor will the levy exceed the Maximum Assessment Rates allowed. The levy has been set to ensure that the cost to the property owner does not exceed the special benefit to that property. Based on the recommended assessments, the City of Arcadia will contribute \$862,224 to the street lighting system in Fiscal Year 2023-24.

RECOMMENDATION

It is recommended that the City Council determine that the Resolution is exempt under the California Environmental Quality Act ("CEQA") and adopt Resolution No. 7510 confirming the Engineer's Report for the levy and collection of the Arcadia Citywide Lighting District No. 1 and the associated Assessment Diagram; and ordering the levy and collection of assessments for Fiscal Year 2023-24.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7510

RESOLUTION NO. 7510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, CONFIRMING THE ENGINEER'S REPORT FOR THE LEVY AND COLLECTION OF THE ARCADIA CITYWIDE LIGHTING DISTRICT NO. 1 AND THE ASSOCIATED ASSESSMENT DIAGRAM; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023-24

WHEREAS, the City Council of the City of Arcadia (the "City") pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2, Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "Act"), did by previous resolutions, initiate proceedings for levy and collection of assessments within the Arcadia Citywide Lighting District No. 1 (hereafter referred to as the "District"), and declared its intention to conduct a public hearing for the levy and collection of assessments within the District for Fiscal Year 2023-24 for the special benefits received by properties therein for the annual operation, maintenance and servicing of street lighting improvements and appurtenant facilities related thereto in accordance with the provisions of the California Constitution Article XIID (the "Constitution"); and

WHEREAS, an Engineer's Report has been prepared, attached hereto as Exhibit "A", filed and presented to the City Council in connection with the proceedings for the levy and collection of assessments within the District for Fiscal Year 2023-24 as required by the Act and the Constitution; and

WHEREAS, the City Council has duly held a public hearing regarding these matters pursuant to the provisions of the Constitution; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (Fiscal Year 2023-24), to pay a portion of the costs and expenses associated with the ongoing operation, maintenance, and servicing of improvements and appurtenant facilities related thereto that have been determined to be of special benefit to the properties within the District as described in the Engineer's Report.

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

SECTION 1. The preceding recitals are all true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair public hearing regarding the District and the levy and collection of assessments, and has considered all public testimony and written statements, protests, and communications made or filed by interested persons.

SECTION 3. Based upon its review of the Engineer's Report, which has been filed with the City Clerk, the City Council hereby finds and determines that:

3a) The land within the District receives special benefit from the operation, maintenance and servicing of the street lighting improvements, and appurtenant facilities related thereto, to be provided by the District as described in the Engineer's Report.

3b) The District as defined by the Assessment Diagram contained in the Engineer's Report, includes all of the lands receiving such special benefit.

3c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services to be provided for Fiscal Year 2023-24.

SECTION 4. The City Council hereby orders the proposed improvements to be made as described within the Engineer's Report. The improvements so described may include, but are not limited to, the materials, equipment, utilities, labor, contract services and incidental expenses necessary for the ongoing maintenance, operation and servicing of local street lighting improvements and appurtenant facilities within the District that provide special benefits to properties therein.

SECTION 5. The maintenance, operation, and servicing of improvements shall be performed pursuant to the Act, and for Fiscal Year 2023-24, the County Auditor of Los Angeles shall enter on the County Assessment Roll opposite each parcel of land the amount of levy established by the Engineer's Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 6. The adoption of this Resolution constitutes the levy and collections of assessments within the District for the fiscal year commencing July 1, 2023, and ending June 30, 2024, as described in the Engineer's Report and adopted by the City Council.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the assessments for Fiscal Year 2023-24 as contained in the Engineer's Report.

SECTION 8. The City Clerk is hereby authorized and directed to file the levy of assessments for Fiscal Year 2023-24 as approved, with the County Auditor of Los Angeles.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



City of Arcadia

**ARCADIA CITYWIDE
LIGHTING DISTRICT NO. 1**

2023/2024 ENGINEER'S REPORT

Intent Meeting: June 6, 2023
Public Hearing: June 20, 2023

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Arcadia Citywide Lighting District No. 1

**City of Arcadia,
County of Los Angeles, State of California**

This Report describes the Arcadia Citywide Lighting District No. 1 including the improvements, budgets, parcels and assessments to be levied for fiscal year 2023/2024, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2023.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Arcadia

By: 
Susana Hernandez
Senior Project Manager

By: 
Tyrone Peter
PE # C 81888



TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PLANS AND SPECIFICATIONS.....	2
A.	DESCRIPTION OF THE DISTRICT.....	2
B.	DESCRIPTION OF IMPROVEMENT AND SERVICES	2
III.	METHOD OF APPORTIONMENT	5
A.	BENEFIT ANALYSIS	5
B.	ASSESSMENT METHODOLOGY.....	8
C.	ASSESSMENT RANGE FORMULA	17
IV.	DISTRICT BUDGET	18
A.	BUDGET	18
B.	PARCEL ASSESSMENT CALCULATION.....	21
V.	DISTRICT DIAGRAM	22
VI.	ASSESSMENT ROLL	24

I. INTRODUCTION

The Arcadia Citywide Lighting District No. 1 (hereafter referred to as the “District”) was formed in 2010 for the purpose of funding in part, the ongoing operation, maintenance and servicing of public lighting improvements within the City of Arcadia (hereafter referred to as the “City”) based on the proportional special benefits to properties within the City.

The District was formed to levy and collect annual assessments on the County tax rolls to fund such improvements and appurtenant facilities authorized pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code commencing with §22500* (hereafter referred to as the “1972 Act”). In conjunction with the authority of the 1972 Act, the assessments are calculated in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* (hereafter referred to as the “California Constitution”).

As part of the District formation, the City conducted a property owner protest ballot proceeding for the new special benefit assessments in accordance with the provisions of Government Code, Section 53753, and the California Constitution. In conjunction with this ballot proceeding, the City Council conducted a public hearing on July 20, 2010 to consider public testimonies, comments and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the July 20, 2010 public hearing, property owner protest ballots received were opened and tabulated. No majority protest existed.

On August 3, 2010, the City Council, by Resolution No. 6737, adopted the Engineer’s Report for the formation of the District, including the assessment diagram; ordered the formation of the District; approved the levy and collection of the assessments commencing in fiscal year 2010/2011, approved the assessment range formula as described in the formation Report; and ordered the improvements and services to be made.

This Engineer’s Report (hereafter referred to as “Report”) was prepared in connection with the establishment of the District and the levy and collection of annual special benefit assessments related thereto commencing in fiscal year 2010/2011, pursuant to Chapter 1, Article 4 beginning with §22565 of the 1972 Act and the provisions of the California Constitution. Said District shall include all lots and parcels of land within the City at the time this Report was prepared, the boundaries of which are coterminous with the City boundaries.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels of land and subdivisions within the City, the boundaries of which are coterminous with the City's boundaries and the metes and bounds that define the City boundaries are incorporated herein as the metes and bounds of this District. An Assessment Diagram incorporated herein under Part IV of this Report, outlines the boundaries of the District and the Zones therein. This diagram incorporates all lots, parcels and subdivisions of land within the District and Zones as they existed at the time this Report was prepared. The District generally includes all or a portion of the parcels identified on the following Los Angeles County Assessor's Parcel Map Books:

5378;5379;5382;5383;5385;5764;5765;5766;5769;5770;5771;
5772;5773;5775;5776;5777;5778;5779;5780;5781;5782;5783;
5784;5785;5787;5788;5789;5790;5791;8501;8503;8509;8510;
8511;8532;8538;8541;8545;8571;8572;8573;8586;8587

Within the boundaries of the District, two (2) Zones – Zone 01 and Zone 02 – have been established to identify parcels and areas within the District for reasons of separating general benefits from special benefits, and differentiating between special benefits and maintenance costs associated with street lighting along arterial streets versus non-arterial streets. It has been determined that the parcels within these Zones receive differing degrees of special benefits from the improvements and services to be provided by the District.

Zone 01 and Zone 02 were established to incorporate properties that receive direct and particular special benefits from streetlight improvements and services along arterial streets versus street lighting improvements and services that are along non-arterial streets. The two Zones within the District and the improvements and benefits associated with the properties therein are described in more detail in Part III (Method of Apportionment) of this Report.

B. DESCRIPTION OF IMPROVEMENT AND SERVICES

Improvements and Services Authorized by the 1972 Act

As generally defined by the 1972 Act and applicable to this District, the improvements and services and associated assessments may include but are not limited to some or all of the following:

The installation or construction of public lighting facilities;

The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, paving, or electrical facilities;

The acquisition of any existing improvement otherwise authorized pursuant to the 1972 Act;

The maintenance or servicing, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including but not limited to:

Repair, removal, or replacement of all or any part of any improvements;

The cleaning, sandblasting, and painting of improvements to remove or cover graffiti;

Electric current or other illuminating agent for any public lighting facilities;

The collection and accumulation of funds as reserves for the purpose of ensuring appropriate cash flow for operational activities and long-term maintenance expenses.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of this report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any expenses incidental to the issuance of bonds or notes;
- Costs associated with the proceedings held for the approval of a new or increased assessment.

Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.

District Facilities and Improvements

A detailed map and description of the locations and extent of the District's existing street lighting improvements are on file in the Office of Public Works Services Department, and by reference these documents are made part of this Report. The following table provides a summary of the streetlight inventory within the City at the time this Report was prepared:

Table 1
City of Arcadia Streetlight Inventory

Street Lighting	Edison-Owned Lights	City-Owned Lights	Total Lights
District-wide Streetlights (Arterial Streets)	915	547	1,462
District-wide Streetlights (Local Streets)	⁽¹⁾ 1,619	937	2,556
Total Streetlights	2,534	1,484	4,018

⁽¹⁾ The new streetlight, noted in FY 2022/2023 Engineer's Report, to be installed at the end of St Joseph Street, near a new commercial building located at 288 N Santa Anita Avenue, has been installed and included in the count. In addition, a streetlight has been installed on a wood pole in the easterly alley off 1st Avenue, north of Huntington Drive.

Note: There is a pending project for four (4) additional streetlights to be installed on wood poles in the easterly alley off 1st Avenue, north of Santa Clara Street. These streetlights will not reflect in the count until installed.

Approximately sixty-three percent (63%) of the streetlights within the District are owned and maintained by Southern California Edison Company. The remaining thirty-seven percent (37%) of the streetlight facilities are owned by the City and are maintained by the City.

The maintenance and servicing of the Southern California Edison Company-owned streetlights is furnished by the Southern California Edison Company or by its successors or assignees. The rates charged by Edison include an Electric Delivery rate which contains the cost of moving energy from the grid to one's home or business and maintenance cost of the electric lines. SCE also charges Arcadia residents a CCA Cost Responsibility Surcharge which includes PCIA (the rate to recover costs of power purchased before residents joined

Clean Power Alliance), a Department of Water Resources Bond Charge to cover the cost of buying power for customers during the energy crisis, and a Competition Transition Charge (non-by-passable charge applicable to all existing and future SCE Bundled Service Customers, all Direct Access Customers, and all Departing Load Customers for recovery of SCE's transition costs).

The Energy for City-Owned streetlights is procured through the Clean Power Alliance and the rate charged to the City is not regulated and authorized by the CPUC. Clean Power rates are set by the Board of Directors.

While the annual cost of providing the Southern California Edison Company-owned streetlights versus the City-owned streetlights may vary slightly, the difference in annual cost per light is considered negligible and has no bearing on the benefits.

The maintenance, operation and servicing of the District lighting improvements generally includes the furnishing of labor, materials, equipment and electricity for the ordinary and usual maintenance, operation, and servicing of streetlights within the public right-of-ways and easements dedicated to the City. These activities include but are not limited to:

Regular maintenance and servicing the streetlight systems including, cleaning, sandblasting, repainting of poles and equipment to remove or cover graffiti and as needed prevent corrosion; repair or replacement of lighting standards, bulbs and fixtures; and furnishing of electric current or other illuminating agent.

Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including but not limited to lighting fixtures, poles, meters, conduits, electrical cable and relocation of streetlight facilities as necessary including the purchase and installation of related equipment and facilities.

Specifically not included in the District budget and the proportional special benefit assessments is the installation and construction of new streetlights and/or conversion of existing streetlights to decorative streetlights. Such projects and expenditures would be considered Capital Improvement Projects that are beyond the purpose of the assessments for this District. If such projects are needed or desired, the cost of such would require funding from other sources including but not limited to an additional special assessment on the affected properties and/or funds contributed by the City.

III. METHOD OF APPORTIONMENT

Based on the provisions of the 1972 Act and the California Constitution, this section of the Report summarizes an analysis of the general and special benefits provided by the City's existing street lighting improvements and services to be provided by the District; the resulting District structure (zones of benefit); the formulas used to calculate each parcel's proportional special benefit and assessment obligation, including multiplier factor, based on the entirety of the cost of providing the improvements (method of assessment); and the establishment of an inflationary formula for such assessments to address anticipated cost increases due to inflation (assessment range formula).

A. BENEFIT ANALYSIS

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include but are not limited to the construction, maintenance, operation, and servicing of public street lighting improvements and appurtenant facilities.

The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIID Section 2i defines Special Benefit as:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIID Section 4a defines proportional special benefit assessments as:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The method of apportionment (method of assessment) established herein is based on the premise that each assessed property receives special benefits from street lighting improvements and services that are funded by such assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits as outlined in the preceding definitions established in the 1972 Act and the California Constitution.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The District's improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District.

Zones of Benefit

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District will be established with benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

While the California Constitution requires that *"The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement..."*; it is reasonable to conclude that street lighting on arterial streets has been installed primarily for the purpose of nighttime traffic illumination and circulation, and will benefit both the community as a whole and the public at large. On the other-hand, local street lighting improvements are not required in all areas of the City, which is evident in the absence of street lighting within certain neighborhoods. Therefore, street lighting along non-arterial streets (local streetlights) provides special benefit to properties fronting these streets and was installed in connection with the development of such properties. However, these improvements are not mutually exclusive or typically isolated to a particular parcel but are rather shared and directly affect entire neighborhoods or groups of parcels. The location and extent of the specific local streetlight improvements in relationship to those neighborhoods or groups of parcels immediately adjacent or in close proximity to those improvements must be considered.

Therefore, as part of this analysis, the District includes two distinct Zones. Zone 1 includes all parcels that specially benefit from the maintenance of street lighting along arterial streets, and Zone 2 includes remaining parcels within the City that specially benefit from maintenance of street lighting along non-arterial streets (local streetlights). The creation of these two zones requires the apportionment of the total maintenance budget between these two zones, which necessitates the need to separately analyze each zone's maintenance costs to determine the portion of each zone's budget (identified in Part III) that is considered to be general benefit versus special benefit.

While the extent and location of local street lighting improvements in the City has typically resulted from property development or the specific needs of nearby properties, arterial streetlight improvements were installed first and foremost to improve the overall safety of the community and traffic circulation, and are more of an indirect result of property development. Therefore, a significant portion of the maintenance costs in Zone 1 is considered general benefit and will not be assessed against parcels within the District.

Based on a report completed by Meyer, Mohaddes Associates, in March 2006, regarding the City's Transportation Impact Fee Program, it is estimated that the number of vehicular trips generated by properties within the City account for approximately 57% of the total daily trips on the City's arterial streets, with 43% being pass-through trips from outside the City. Utilizing this information as part of the analysis for separating general benefits from special benefits, it is reasonable to conclude that 43% of the streetlight improvements and associated costs of the City's arterial streetlights can be identified as general benefit to the public at large. Likewise, it is reasonable to apply this same 43% trip rationale to the vehicular trips generated by properties within the City (57% of the total trips) to establish the general benefits associated with trips generated within the City that are conferred on real property located in the District ($43\% \times 57\% = 24.5\%$). Collectively this would suggest that approximately sixty-eight percent 67.5% ($43\% + 24.5\% = 67.5\%$) of the maintenance costs in Zone 1 are for general traffic related improvements along the City's arterial streets, which together improve the overall safety of the community at-large, and the properties therein and; therefore, are considered to be a general benefit and will not be assessed.

In reviewing the location and extent of the City's street lighting improvements and the relationship these improvements have to properties within the District, it has been determined that local streetlights (streetlights that are not located on arterial streets) were installed in connection with the development of nearby properties. As such, these local lighting improvements have a direct and particular relationship to, and provide special benefit to, the properties located in close proximity to those street lighting improvements and on those streets. The special benefit affects these properties in a way that is particular and distinct from its effect on other parcels and that real property in general and the public at large do not share. Furthermore, certain areas of the City do not have local street lighting, which provides further confirmation that local street lighting specially benefits properties in close proximity to such local street lighting. Therefore, since certain areas of the City forgo the need of local street lighting, the maintenance costs associated with local street lighting is not considered to be a general benefit.

The District Budget, incorporated herein under Part III of this Report, provides a summary of the total estimated cost of providing the streetlight improvements and the allocation of those costs as general benefit versus special benefit for each Zone of the District. Details regarding the location and extent of the street lighting improvements within the District and the Zones therein are on file in the Office of Public Works Services Department and by reference these documents are made part of this Report. A diagram showing the exterior boundaries of the District and the two Zones therein is attached and incorporated herein under Part IV (District Diagram) of this Report.

B. ASSESSMENT METHODOLOGY

In order to calculate and identify the proportional special benefit received by each parcel and their proportionate share of the improvement costs it is necessary to consider not only the improvements and services to be provided, but the relationship each parcel has to those improvements as compared to other parcels in the District.

Article XIIID Section 4a reads in part:

“...The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement or for the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Street lighting, like most public improvements, provides varying degrees of benefit (whether they be general or special) based largely on the extent of such improvements, the location of the improvements in relationship to the properties, the specific use and size of each property, and the reason or need for such improvements as it relates to individual properties. In this District these issues are each considered in determining the proportional special benefit to each parcel by the use of benefit zones, the separation of general benefit and special benefit, and County land use designations. The specific use and size of each property is accounted for to reflect each parcel's need for such improvements and its reasonable cost of the proportional special benefit as compared to other properties that benefit from those improvements. Therefore, an equivalent benefit unit methodology is utilized to assess properties accordingly.

Equivalent Benefit Units

In addition to the use of Zones, the method of apportionment established for this District to reflect the proportional special benefit of each parcel utilizes a weighted methodology of apportionment typically referred to as an Equivalent Benefit Unit (EBU) methodology. This method of apportionment establishes the typical detached single-family home site as the basic unit of assessment. A single-family residential unit is assigned one (1.0) Equivalent Benefit Unit (EBU) and other property types (land uses) are proportionately weighted (weighted EBU) based on a benefit formula that equates each property's specific characteristics and special benefits to that of the single-family residential unit. This proportional weighting may be based on several considerations that may include, but are not limited to: the type of development (land use), development-status (developed versus undeveloped), size of the property (acreage or units), vehicular trip generation, street frontage, densities or other property related factors including any development restrictions or limitations; as well as the density of lighting associated with each property (addressed through the application of a benefit multiplier factor which is discussed in the next section).

For the improvements and assessments outlined in this Report, it has been determined that the most appropriate proportional special benefit calculation for each parcel is reasonably determined by three basic property characteristics:

Land use — Commercial/Industrial Use, Residential Use, Institutional Use, Vacant Land (Undeveloped Property), Public Property etc.;

Property Size — Acreage for non-residential properties; Units for residential properties. Property size (acreage or units) provides a definable and comparative representation of each parcel's proportional special benefit not only to similar types of properties but to other properties as well. The size of a property provides an appropriate and overall reflection of numerous considerations associated with each parcel's special benefits including vehicular trip generation, average street frontage and development densities.

Lighting Density —The amount of street lighting within the City is not uniform and varies from one area to the next, ranging from a standard level of street lighting to no street lighting in certain neighborhoods of the City. To account for this varying level of street lighting a benefit multiplier factor is applied, as discussed in the next section of this report entitled “***Benefit Multiplier Factor.***”

The following outlines the special benefits and equivalent benefit unit calculations to be applied to each of the various land use classifications identified for this District to establish each parcel's proportional special benefit compared to other parcels within each respective Zone of the District:

Single-Family Residential Property — This land use is defined as a fully subdivided residential home site with a single residential unit developed on the property. The special benefits that local street lighting provides to such properties include, but are not limited to:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

For purposes of establishing the proportional special benefits and equivalent benefit units for other land uses in this District, the single-family residential land use is designated as the basic unit of assessment and shall be assigned 1.000 EBU per parcel (unit).

Multi-Family Residential & Mixed Use Property — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the parcel. (This land use includes apartments, duplexes, triplexes, etc., but does not generally include condominiums, town-homes). This land use designation also includes properties identified by the County Assessor's Office as mixed use property for which there is more than one residential unit (known number of residential units) associated with the property and for which the parcel's primary use is residential, but may also include a commercial component or unit associated with that property. The special benefits that local street lighting provides to such properties include, but are not limited to:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

Although multi-family residential properties receive similar special benefits to that of single-family residential property and an appropriate and comparative calculation of proportional special benefits is reasonably reflected by the parcel's total number of residential units, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that multi-family units impact public infrastructure at reduced levels compared to a single-family residence, which is reflective of their reduced structure size, trip generation and need for various public improvements. Furthermore, as the density (number of units per parcel) increase, the average distance from the streetlight improvements tends to increase and the number of vehicular trips generated tends to decline because the population density per unit tends to decrease (largely because of reduced unit sizes). Based on these considerations, it is reasonable to conclude that the actual number of streetlights per unit is less than that of a single-family residential property and appropriate weighting of the proportional special benefit per unit for multi-family residential properties as compared to a single-family residential is best represented by the following sliding scale: 0.750 EBU per unit for the first 5 units; plus 0.625 EBU per unit for units 6 through 25; plus 0.500 EBU per unit for units 26 through 50; plus 0.375 EBU per unit for units 51 through 100; plus 0.250 EBU per unit for units 101 or above.

Condominium/Town-home Property — This land use is defined as a fully subdivided residential condominium or town-home parcel that typically has one residential unit associated with each Assessor's Parcel Number, but is part of a multi-unit development for which each condominium or town-home parcel shares or has common interest (common area) with the other residential parcels in that development. The special benefits that local street lighting provides to such properties include, but are not limited to:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

The development attributes of condominiums and town-homes tend to be a blend of the single-family residential and multi-family residential properties. Like multi-family residential properties, individual condominium and town-home units (individual parcels) within such developments may not have actual street frontage where the local streetlight improvements are located, but rather the common area lot which they share has street frontage. (In most cases, each residential unit fronts a private road or driveway that directly accesses the street where the local streetlight improvements are located). Because condominium and town-home properties represent individual residential units that are privately owned, like single-family residential properties these properties tend to be owner occupied with relatively fewer vacancies per unit than multi-family residential properties, which in turn represents greater average trip generation per unit than multi-family residential properties. However, because this property type usually has a much higher development density (greater number of units per acre) than single-family residential properties the actual number of streetlights per unit is clearly less than that of a single-family residential property.

In consideration of the special benefits associated with these properties and the development characteristics discussed above, it has been determined that an appropriate allocation of special benefit for condominiums, town-homes and similar residential properties is best represented by an assignment of 0.750 EBU per unit. (Because these parcels typically represent a single residential unit or small group of units that are each privately owned, no

adjustment for multiple units is applied to this land use as it is for multi-family residential properties).

Developed Commercial/Industrial Property — This land use is defined as a developed property with structures (buildings) that is used or may be used for commercial purposes, whether the structures are occupied or not. This land use does not include parcels for which the primary use of the property is considered residential or Hotels and Motels (transient residential). This land use classification includes most types of commercial enterprises including but not limited to commercial retail; food services; banks; shopping centers; recreational facilities; office buildings and professional buildings, as well as industrial properties including service centers; warehousing and manufacturing. This land use classification also includes any parcel that may incorporate a single residential unit, but is also used in whole or in part for commercial purposes. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas;

Improved nighttime ingress and egress to the property;

Increased accessibility and/or hours of operation that result from adequate nighttime lighting on the streets near or adjacent to the property; and

Greater nighttime visibility of the property and associated business with the property.

The presence of local street lighting or the lack thereof has a direct and distinct impact on commercial/industrial properties and the businesses associated with those properties. Utilizing trip generation data outlined by the Institute of Transportation Engineers Informational Report, Seventh Edition; commercial/industrial properties generate on average approximately four (4) times the daily vehicular trips per acre generated by a typical single-family residential property (9.57 trips per single-family residential unit compared to 42.32 trips per acre for commercial properties). While the actual daily trips generated by a particular commercial/industrial property may be greater or less than this average, it does provide a reasonable indicator of the proportionality of the special benefits associated with local street lighting for such properties. In support of this finding, an analysis of development densities in the City indicates that on average, single-family and condominium developments yield approximately 4.06 residential units per acre.

Although the preceding evaluations suggest that the direct proportional special benefits to commercial/industrial properties are reasonably reflected by an apportionment of 4.000 EBU per acre, because most commercial/industrial parcels represent a separate and independent commercial enterprise or business with immediate proximity to local street lighting, it has been determined that the proportional special benefit for any individual commercial or industrial parcel is at least equal to that of a single-family residential property. Therefore, a commercial/industrial parcel that is less than one-quarter of an acre in size shall be assigned 1.000 EBU (minimum EBU). Likewise, it is reasonable to conclude that there is a limit to the proportional special benefit that any single parcel receives from local streetlights (maximum EBU). In an analysis of the average street frontage and number of lights per acre for various land use classifications, it has been determined that commercial/industrial parcels shall not be assessed for any acreage greater than ten (10.00) acres, which sets the maximum EBU at 40.000 EBU for this land use classification.

Developed Hotel/Motel Property — Although Hotel/Motel Properties are certainly viewed as commercial enterprises, these properties have more significant nighttime use and traffic generation than other commercial/industrial properties that results from their transient residential activities. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas;

Improved nighttime ingress and egress to the property;

Increased use of the property that result from adequate nighttime lighting immediately adjacent to or near the property which is essential to the extended nighttime operation associated with these properties; and

Greater nighttime visibility of the property that improves potential customer attraction thereby increasing business activity and use of the property.

The presence of local street lighting or the lack thereof can have a direct and significant impact on hotel and motel properties because of their heightened nighttime use of the property. To reflect this increased proportional special benefit resulting from higher nighttime use and need for local street lighting as compared to other commercial/ industrial properties, the proportional special benefits and assessments for this land use classification shall be based on 6.000 EBU per acre. As with commercial/industrial properties, minimum and maximum acreage limits shall be applied in calculating each parcel's individual assessment. These acreage limits result in a minimum Equivalent Benefit Unit of 1.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 60.000 EBU for parcels greater than ten acres.

Developed Institutional Property — This land use is defined as developed private properties used for the purposes of public related services or activities, including but not limited to Colleges, Private Schools, Places of Worship, Day Care Centers, Fraternal Organizations, Hospitals, Convalescent or Retirement Homes, or other similar public service or assembly type properties. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

While properties in this land use classification are generally considered non-residential properties, it has been determined that this land use classification clearly receives less special benefit from local street lighting than commercial/industrial properties based on several considerations: they represent businesses/operations that provide public related or community services (educational, medical care, religious etc.); they are generally non-profit organizations; and they have significantly less nighttime use and associated trip generation. Based on the special benefits that local street lighting provides to such properties and in consideration of their limited nighttime use, the Equivalent Benefit Units applied to these

properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

Developed Public Property — This land use is defined as developed public or government-owned property used for public related services or activities, including but not limited to city facilities including parks, community centers, fire and police stations, and city offices; county or state offices and facilities; federal, state or county court facilities; US postal service facilities; public schools; public utility facilities or offices; or other similar developed public properties. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety;

Reduction in property-related crimes (especially vandalism) commonly associated with poorly lighted areas; and

Improved nighttime ingress and egress to the property.

While many of these properties have the potential to be converted or utilized as commercial or other non-residential enterprises, their purpose and function is specifically for public related services and activities and they generally have no or limited nighttime use and trip generation, which is similar to Institutional properties. Based on the special benefits that local street lighting provides to such properties and in consideration of their limited nighttime use, the Equivalent Benefit Units applied to these properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

The County Tax Collector's Office typically identifies these properties as "Non-Taxable" and does not generate tax bills for these properties and as a matter of practical application, the calculated special benefit and proposed assessment obligation for such properties cannot be collected through the secured tax roll in the same manner as other District assessments. Therefore, the only other alternative to the City is the option to direct bill these properties; otherwise, the total assessment amount applied to these properties would not be recovered and would be lost revenue. In any case, the total amount of maintenance cost allocated to these properties is directly related to special benefit received by these properties and may not be reapportioned to any other parcel(s) within the District.

Parking Lot/Limited Use Property — This land use classification is applied to developed privately-owned properties that the City considers not to be fully developed commercial/industrial, institutional or residential properties. This land use classification is typically applied to parcels that are identified as parking lots with limited or no buildings; but may also identify parcels that have limited or restricted non-residential use where the typical commercial/industrial or institutional classification is not applicable or appropriate. The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety

Reduction in property-related crimes (dumping, graffiti, vandalism and loitering) commonly associated with poorly lighted areas;

Improved nighttime ingress and egress to the property; and

Potential increased use and trip generation that result from adequate nighttime lighting which promotes extended hours of operation.

Based on these special benefits and in consideration of use and need for local street lighting, the Equivalent Benefit Units applied to these properties shall be based on 1.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.250 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 10.000 EBU for parcels greater than ten acres.

Vacant Property — This land use is defined as property that has been identified as undeveloped, but has reasonable development potential (Few or no development restrictions). The special benefits that local street lighting provides to such properties include:

Direct and/or ambient lighting of the property and the immediate area (street and sidewalk) providing improved nighttime visibility and safety; and

Reduction in property-related crimes (dumping, graffiti, vandalism and loitering) commonly associated with poorly lighted areas.

In an evaluation of the special benefits associated this land use as compared to that of developed properties it becomes evident that the proportional special benefits associated with vacant property are clearly less than those associated with developed properties. Although vacant properties derive special benefits from local street lighting, these special benefits are limited to the land (lot) itself. Conversely, approximately half of the direct and immediate special benefits for developed properties are related to the daily use or potential use of that property (specifically nighttime use). Based on these special benefit considerations and the direct advantages of local street lighting, the Equivalent Benefit Units applied to these properties shall be based on 0.500 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.125 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 5.000 EBU for parcels greater than ten acres.

Exempt Property (Parcel) — This land use identifies parcels where, for various reasons, it has been determined that the parcel does not and will not receive special benefits from street lighting improvements. This land use classification may include but is not limited to:

Lots or parcels identified as public streets and other roadways;

Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, or other publicly-owned or utility-owned land that serves the community or general public and are not considered or classified as developed public properties; and

Parcels of land that are privately owned, but cannot be developed independently from an adjacent property or is part of a shared interest with other properties, such as common areas, sliver parcels, bifurcated lots or properties with very restrictive potential or use.

Because these properties either provide a public service that is comparable to street lighting or they are dependent on another property or development, these types of parcels have no direct need for street lighting and are considered to receive no special benefits. Therefore these parcel shall be exempt from assessment and are assigned 0.0000 EBU. However, these properties shall be reviewed annually by the assessment engineer to confirm the parcel's use.

Special Case Property — In many districts where multiple land use classifications are involved, there may be one or more properties where the standard land use classifications do not accurately identify the use and special benefits received from the improvements, or there may be factors related to that particular parcel that should be noted for review in subsequent fiscal years. The following are some examples of properties that may be classified as Special Case properties:

- Example 1: A parcel may be identified as a Vacant Property, however only a small percentage of the parcel's total acreage can actually be developed. In this case, an appropriate calculation would be based on the net acreage that can be utilized rather than the gross acreage of the parcel. Therefore the parcel is identified as a Special Case so that each year the parcel's proportional special benefit and assessment is accurately addressed utilizing the property's net acreage rather than gross acreage.

Example 2: The use of a particular property and its proportional special benefit is not in question, but there is some characteristic or issue regarding the property that should be noted or reviewed in future years.

Example 3: The most common reason for identifying a parcel as a Special Case is usually related to development. A property may be identified by the County as Vacant land, but the property is either being developed or has already been developed. Another example would be a property that would normally be identified as Vacant Land, but is being treated as Exempt Property because due to current and temporary development restrictions that will likely change in the future. In this case, this designation serves as a prompt to review the status of that property each year, and if and when the status of that property changes, the land use designation can be appropriately changed.

Therefore, the Equivalent Benefit Units assigned to Special Case Properties will vary depending on the circumstances and reasons for treating each particular property as a Special Case. The Equivalent Benefit Unit(s) assigned to each such parcel may be based on adjusted acreage, units or a combination of those factors. The City and/or the assessment engineer tasked with the administration of the District shall annually review each parcel designated as a Special Case Property and based on that review shall make appropriate adjustments to that property's land use and Equivalent Benefit Unit assignment as warranted.

The following is a summary of property types and the Equivalent Benefit Unit assignments described in the preceding discussion of Equivalent Benefit Units.

**Table 2:
Equivalent Benefit Unit Assignments**

Land Use	Benefit Unit Calculations		
Single Family Residential Property	1.000	per unit	
Multi-Family Residential & Mixed Use Property	0.750	per unit	(units 1-5)
	0.625	per unit	(units 6-25)
	0.500	per unit	(units 26-50)
	0.375	per unit	(units 51-100)
	0.250	per unit	(units greater than 100)
Condominium/Town-home Property	0.750	per unit	
Developed Commercial/Industrial Property	4.000	per acre	(minimum 1.000 EBU; maximum 40.000 EBU)
Developed Hotel/Motel Property	6.000	per acre	(minimum 1.500 EBU; maximum 60.000 EBU)
Developed Institutional Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Developed Public Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Parking Lot/Limited Use Property	1.000	per acre	(minimum 0.250 EBU; maximum 10.000 EBU)
Vacant Property	0.500	per acre	(minimum 0.125 EBU; maximum 5.000 EBU)
Exempt Property	0.000	per parcel	
Special Case Property	varied based on circumstances associated with each parcel		

Benefit Multiplier Factor

In addition to the initial assignment of EBUs based on a parcel's land use, number of units, and acreage, a Benefit Multiplier Factor is also employed to account for the varying density levels of street lighting within the City, which ranges from a standard level of street lighting to no street lighting in certain neighborhoods of the City. In addition, the use of a Benefit Multiplier Factor ensures that the differentiation in lighting density is captured as part of the special benefit findings for each parcel. A Benefit Multiplier Factor shall be applied to each parcel's EBU assignment to calculate the final net number of EBUs that will be used to determine the Maximum Assessment Rate per Zone, and each parcel's unique assessment. The following provides a description of the three different Benefit Multiplier Factors of 1.0, 0.20, and 0.00:

Benefit Multiplier Factor = 1.0

Parcels within the District that receive direct special benefits from local streetlight improvements that were installed in connection with the development of the parcel or would otherwise have been required or necessary for the development or future development of such property to its full and best use; and the overall proximity and spacing of local street lighting in the area is consistent with the City's typical density and spacing standards. Parcels with a Benefit Multiplier Factor equal to 1.0 may include, but is not limited to:

Parcels that are within 200 feet of a streetlight.

Parcels that are part of a single-family residential subdivision (tract) in which the average distances from a streetlight is less than 200 feet;

Parcels that are part of a residential subdivision other than a single-family residential subdivision (i.e., condominium projects, apartments or other residential properties) in which the street frontage for the development (common area lot or actual parcel) is within 200 feet of a streetlight.

Non-residential properties (parcels or overall developments) that are within 200 feet of a streetlight on a street that is adjacent to, used, or could be used to access the property. These properties include both developed and undeveloped properties.

Benefit Multiplier Factor = 0.20

Parcels within the District that receive direct special benefits from local streetlight improvements that were installed in connection with the development of the parcel or were installed specifically for the properties in that area, but the overall density of street lighting is approximately 20% of the standard lighting density, when compared to the lighting density of parcels with a benefit multiplier factor equal to 1.0. Therefore, the Benefit Multiplier Factor for these parcels equals 0.20. Parcels with a Benefit Multiplier Factor equal to 0.20 may include, but is not limited to:

Parcels that are part of a single-family residential subdivision (tract) in which the average distances from a streetlight is greater than 200 feet, but there are streetlights located along the street that the parcel fronts or along adjacent streets within the development (possibly lights on the perimeter of the development). (Note: parcels that are within such subdivisions that may be directly adjacent to or in closer proximity to a specific streetlight shall be assessed the same as other parcels in that subdivision);

Parcels that are part of a residential development other than a single-family residential subdivision (i.e., condominium projects, apartments or similar residential properties) in which the street frontage for the development (common area lot or actual parcel) is within 400 feet of a streetlight, but more than the 200 feet established for Zone 01.

Non-residential properties (parcels or overall developments) that are within 400 feet of a streetlight on a street that is adjacent to, used, or could be used to access the property. These properties include both developed and undeveloped properties.

Benefit Multiplier Factor = 0.00

Parcels within the District that have limited or no local streetlight improvements within their immediate proximity shall have a Benefit Multiplier Factor equal to 0.00 applied to their EBU assignment. Therefore, these properties shall not be assessed and, as part of the notice and ballot proceedings being conducted in connection with the formation of the District, the ballots for these properties shall reflect a zero (\$0.00) assessment amount.

C. ASSESSMENT RANGE FORMULA

Pursuant to the California Constitution Article XIID, the imposition of any new or increased assessment requires certain noticing and meeting requirements. However, Proposition 218 Omnibus Implementation Act states that an assessment is not considered an increased assessment if the assessment does not exceed an assessment formula adopted by the City in accordance with Article XIID of the California Constitution.

As part of the District formation and establishment of annual assessments to fund the ongoing operation, maintenance and servicing of those improvements within the District, an

Assessment Range Formula was developed. The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment that are inevitably associated with providing such improvements and activities. The Assessment Range Formula is defined by the following:

The “Maximum Rates” for this District shall be annually adjusted by an amount not to exceed three percent (3%) to establish the new Maximum Assessment Rates authorized for the District each fiscal year. (These new rates may be referred to as Adjusted Maximum Assessment Rates).

Beginning in the District’s second fiscal year (fiscal year 2011/2012) and each fiscal year thereafter, the Maximum Assessment Rates will be recalculated and new Adjusted Maximum Assessment Rates will be established for the fiscal year utilizing the Assessment Range Formula described above. The Adjusted Maximum Assessment Rates shall be calculated independently of the District’s annual budget and proposed assessments. Any proposed annual assessment (Rate per EBU) less than or equal to the Adjusted Maximum Assessment Rate for each respective Zone shall not be considered an increased assessment.

To impose a new or increased assessment other than the annual inflationary adjustment provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution Article XIID Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve such a new or increased assessment before that new or increased assessment may be imposed.

IV. DISTRICT BUDGET

A. BUDGET

The City's streetlight maintenance budget identifies an estimate of anticipated annual expenses associated with the ongoing operation, maintenance and servicing of streetlight improvements that includes, but is not limited to maintenance of streetlights and related facilities, energy costs and incidental expenses. The City provided the estimated total annual cost of streetlight maintenance for fiscal year 2023/2024, an inventory of arterial streetlights, and the maintenance costs attributable to arterial streetlights. Table 3 provides the City's streetlight maintenance budget for fiscal year 2023/2024 and Table 4 provide a detailed inventory of the arterial streetlights within the City of Arcadia as well as the maintenance cost associated with these arterial streetlights.

Table 3
City of Arcadia Streetlight Maintenance Budget

Description	FY 2023/2024
Salaries & Wages	\$311,000
Supplies	21,700
Contract Services	160,000
Electric	764,700
Vehicle Maintenance	20,000
City Liability Insurance	21,800
City Administration Services	117,200
POB Contribution	30,200
Total	\$1,446,600

Table 4
City of Arcadia Arterial Streetlight Maintenance Budget

Arterial Street	Number of Edison Lights	Number of City Lights	FY 2023/2024
Baldwin	177	107	\$65,332
Colorado	20	6	\$3,663
Duarte	122	1	\$611
Foothill	76	17	\$10,380
Huntington	52	237	\$144,708
Las Tunas	46	62	\$37,856
Live Oak	10	37	\$22,592
Lower Azusa Rd	12	0	\$0
Michillinda	51	16	\$9,769
Peck	14	0	\$0
Santa Anita	271	15	\$9,159
Second	19	1	\$611
Sunset	40	16	\$9,769
Campus	5	32	\$19,539
Total ⁽¹⁾	915	547	\$333,989

⁽¹⁾ Total may not foot due to rounding.

The budget for the District outlines the overall estimated annual cost to provide the District improvements per Zone, that portion of the costs that are considered to be general benefit and special benefit for each Zone, and the additional funding support from the City to establish the proposed initial maximum assessment rates to be applied to the various parcels within each Zone.

The District only partially funds the operation, maintenance and servicing of lighting improvements throughout the City that provide special benefits to properties within the City. The Fiscal Year 2023/2024 District budget is \$1,446,600, of which \$1,221,158 has been determined to be of special benefit to properties within the District based on the assessment methodology. However, the District is being established to fund only a portion of this amount equal to \$584,376. As a matter of policy, the City will contribute the remaining \$636,782 from the general fund and other revenue sources. Therefore, the City's contribution will not only reduce the assessments against the District's affected parcels, but it will further ensure that property owners are not assessed for more than their proportional special benefit.

Table 5
City of Arcadia Citywide Lighting District No. 1
Fiscal Year 2023/2024 Budget

	Total Budget	Zone 1 Arterial Lights	Zone 2 Local Lights
Arterial Lights	\$333,989	\$333,989	\$0
Local Streetlight Improvements	\$965,211	\$0	\$965,211
Annual Maintenance Budget	\$1,299,200	\$333,989	\$965,211
Administration ⁽¹⁾	\$147,400	\$37,893	\$109,507
Total Expense (see table above for breakdown)	\$1,446,600	\$371,881	\$1,074,719
City Contribution for General Benefit (67.5% of Primary) ⁽²⁾	(\$225,442)	(\$225,442)	\$0
Annual Maintenance Budget Less General Benefit ⁽³⁾	\$1,221,158	\$146,439	\$1,074,719
City Contribution for Special Benefit Reduction ⁽³⁾	(\$636,782)	(\$47,734)	(\$589,047)
BALANCE TO LEVY ⁽³⁾	\$584,376	\$98,705	\$485,671
Total Parcels	15,144	2,623	12,521
Parcels Levied	15,141	2,622	12,519
Total EBU Levied	16,693.73	4,291.50	12,402.23
Maximum Rates ⁽⁴⁾		\$24.55	\$41.75
Applied Rates ⁽⁴⁾		\$23.00	\$39.16

⁽¹⁾ Administration includes City Administration Services and POB Contribution. POB Contribution Fee new in Fiscal Year 2022/2023

⁽²⁾ The general benefit contribution applies to Arterial Streetlights only.

⁽³⁾ Totals may not foot due to rounding.

⁽⁴⁾ The District's Maximum Rates have an annual adjustment not to exceed three percent (3%). Maximum Rates were increased by 3% from the prior fiscal year. The Applied Rates are less than the Maximum Rates. Reference Section III C: Assessment Range Formula.

B. PARCEL ASSESSMENT CALCULATION

Pursuant to the provisions of the California Constitution, the proportionate special benefit derived by each parcel within the District and its corresponding assessment obligation shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement.

The following formulas are used to calculate each parcel's Levy Amount (proportional assessment obligation):

Step 1: Based collectively on the preceding discussion and findings, the estimated annual cost to provide the various District improvements have been allocated to each Zone and separated between general benefit and special benefit. Those improvement costs determined to be of general benefit shall not be assessed to properties within each Zone of the District and these costs are deducted from the total budget to establish the improvement costs determined to be of special benefit.

$$\text{Total Zone Budget} - \text{General Benefit Costs} = \text{Total Zone Special Benefit Costs}$$

Step 2: The Total Zone Budget minus any additional contributions from the City or other revenue sources establishes the "Balance to Levy" for that Zone. This Balance to Levy amount is the proportionately allocated to each parcel within the Zone based on their calculated EBU.

$$\text{Total Zone Budget} - \text{Additional City Contribution} = \text{Balance to Levy (Zone)}$$

Step 3: Each parcel's proportional special benefit is calculated based on the Equivalent Benefit Unit rationale previously discussed:

$$\text{Parcel's Land Use Benefit} \times (\text{Acreage or Units}) \times \text{Benefit Multiplier Factor} = \text{Parcel's EBU}$$

Step 4: The total number of Equivalent Benefit Units for the District and each Zone therein is determined by the sum of all individual EBU(s) applied to parcels that receive a special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for each Zone is established by taking the Balance to Levy in that Zone, and dividing that amount by the total number of EBU(s) for that Zone.

$$\text{Balance to Levy} / \text{Total EBU} = \text{Maximum Assessment Rate per EBU (per Zone)}$$

Step 5: This Assessment Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation.

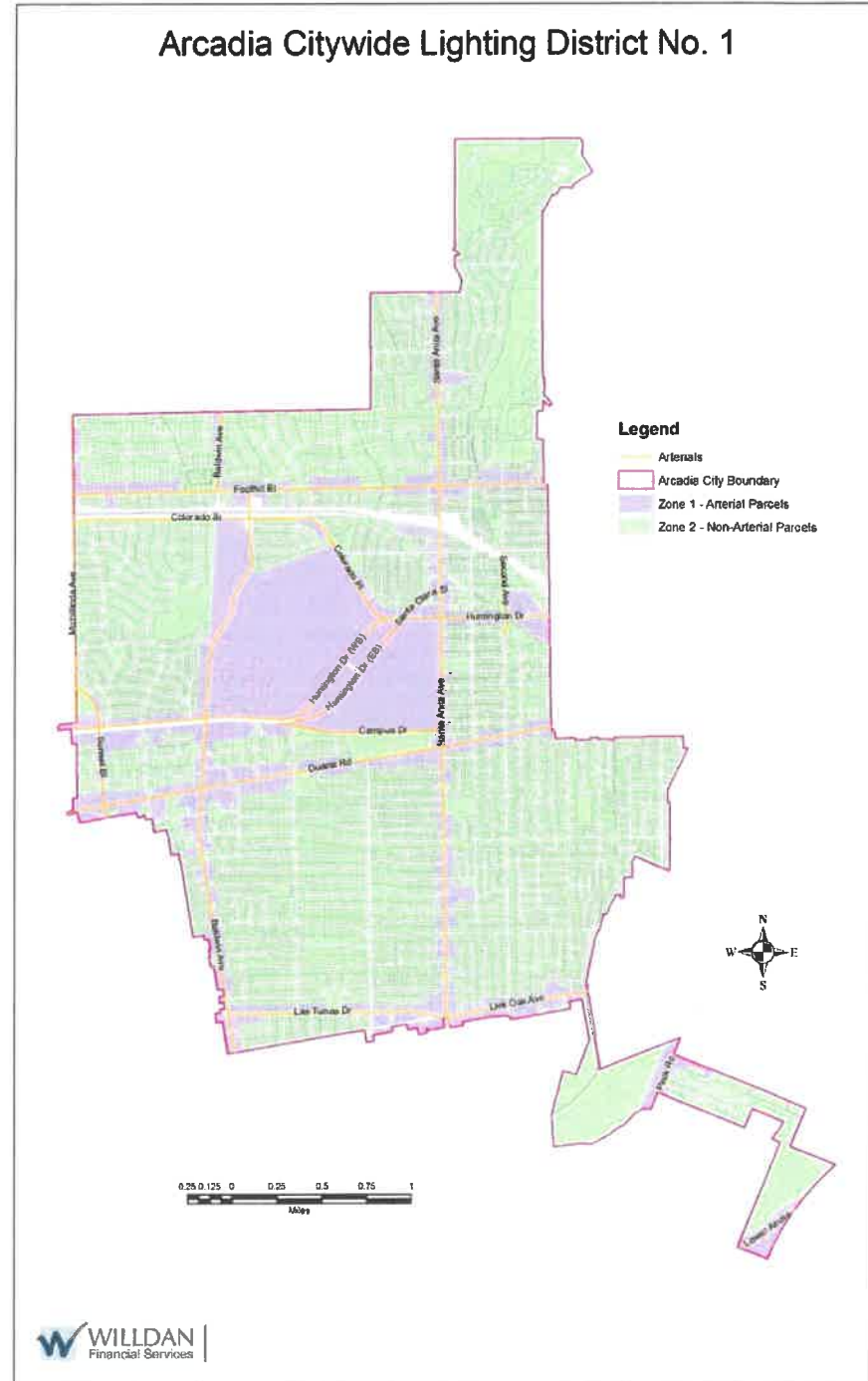
$$\text{Maximum Assessment Rate per EBU} \times \text{Parcel's EBU} = \text{Parcel's Assessment}$$

V. DISTRICT DIAGRAM

The parcels within the District consist of the lots, parcels and subdivisions of land within the City. The District Diagram identifies the boundaries of the District and the Zones therein, and is based on the Los Angeles County Assessor's Maps, the Los Angeles County Assessor's secured roll information and the street lighting improvements that existed at the time this Report was prepared. The combination of this Diagram and the Assessment Roll outlined in Part IV of this Report; collectively constitute the District's Assessment Diagram.

A copy of the District Diagram is provided on the following page. A full-size copy of this diagram is on file in the Office of Public Works Services Department, and by reference this diagram is made part of this Report.

ASSESSMENT DIAGRAM
CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



VI. ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is based on the District Diagram presented herein and available parcel maps and property data from the Los Angeles County Assessor's Office at the time this Report was prepared. A summary of the parcels to be assessed within this District along with the associated assessment amounts are provided herein. The actual assessment roll listing each of the parcels to be assessed within this District along with their respective assessment amounts have been provided to the City Clerk under a separate cover due to the voluminous number of properties to be assessed.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates described in this Report as approved by the City Council rather than a proportionate share of the original assessment.

The following is a summary of the land use classifications (parcels) and assessment amounts for the District and each Zone within the District as established by the assessment rates and method of apportionment previously described.

District-wide

LAND USE	PARCELS LEVIED	FY 2023/2024 EBUs	FY 2023/2024 ASSESSMENT ⁽¹⁾
COM	716	1,695.74	\$47,337
CONDO	4,068	3,031.80	101,951
HOT	10	88.92	2,575
INS	58	136.00	3,934
MFR	854	3,563.75	117,661
MIX	9	18.38	447
PKG	118	57.11	1,644
PUB ⁽¹⁾	13	13.76	494
SFR	9,253	8,068.20	307,677
SPC	4	3.46	82
VAC	38	16.62	572
GRAND TOTAL ⁽²⁾	15,141	16,693.73	\$584,373

⁽¹⁾ Includes SBE charges \$364.86.

⁽²⁾ Totals may not foot due to rounding.

Note: Variance in FY 2023/2024 Assessment amount due to rounding to nearest penny.

Zone 1

LAND USE	PARCELS LEVIED	FY 2023/2024 EBUs	FY 2023/2024 ASSESSMENT ⁽¹⁾
COM	402	1,179.97	\$27,139
CONDO	1,384	1,038.00	23,874
HOT	5	56.14	1,291
INS	34	86.15	1,981
MFR	188	1,354.98	31,165
MIX	8	16.88	388
PARKING	61	36.64	843
PUB ⁽¹⁾	2	2.74	63
SFR	519	511.80	11,771
SPC	3	3.31	76
VAC	16	4.90	113
GRAND TOTAL ⁽²⁾	2,622	4,291.50	\$98,705

⁽¹⁾ Includes SBE charges \$41.40.

⁽²⁾ Totals may not foot due to rounding.

Note: Variance in FY 2023/2024 Assessment amount due to rounding to nearest penny.

Zone 2

LAND USE	PARCELS LEVIED	FY 2023/2024 EBUs	FY 2023/2024 ASSESSMENT ⁽¹⁾
COM	314	515.77	\$20,197
CONDO	2,684	1,993.80	78,077
HOT	5	32.78	1,284
INS	24	49.85	1,952
MFR	666	2,208.78	86,496
MIX	1	1.50	59
PARKING	57	20.47	802
PUB ⁽¹⁾	11	11.01	431
SFR	8,734	7,556.40	295,906
SPC	1	0.15	6
VAC	22	11.72	459
GRAND TOTAL ⁽²⁾	12,519	12,402.23	\$485,669

⁽¹⁾ Includes SBE charges \$323.46.

⁽²⁾ Totals may not foot due to rounding.

Note: Variance in FY 2023/2024 Assessment amount due to rounding to nearest penny.

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JUNE 6, 2023**

- 1. CALL TO ORDER** – Mayor Cheng called the Regular Meeting to order at 7:00 p.m.
- 2. INVOCATION** – Secretary Riaz Khan, Mosque of San Gabriel
- 3. PLEDGE OF ALLEGIANCE** – Council Member Cao
- 4. ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

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

City Manager Lazzaretto announced that an email was received from the Santa Anita Oaks Homeowners Association related to Public Hearing Item 7.a and distributed to City Council prior to the meeting; and at the request of Mayor Cheng, City Manager Item 11.a. will be moved to after Item 6. Presentations.

- 6. PRESENTATIONS**

- a. Presentation by Kevin McManus, PR & Communications Manager, of adoptable dog by the Pasadena Humane Society.
- b. Presentation of Mayor's Certificates of Commendation to Kare Youth League President Chis Horton and Board Director Dean Sloan.
- c. Recognition of the Friends of the Museum 10th Anniversary and presentation of \$13,900 gift for the Gilb Museum.

- 11. CITY MANAGER**

- a. Report, discussion, and direction regarding the annual Law Day event.
CEQA: Not a Project
Recommended Action: Provide Direction

City Manager Lazzaretto presented the Staff Report. Mayor Pro Tem Verlato requested video segments from the City Council Special Meeting on May 19, 2020, and the City Council Special Meeting on June 2, 2020, to be played.

Mayor Cheng opened public comment for item 11.a.

Dr. Edward Wong, Arcadia resident, Law Day event coordinator, and former President of the Arcadia Chinese Association, appeared and spoke about the great successes of past Law Day events with the co-sponsorship of the City and the Arcadia Chinese Association; he indicated there was a misrepresentation that the Arcadia Chinese Association sought sole responsibility of

Law Day and asked City Council to consider restoring the co-sponsorship between the Arcadia Chinese Association and the City of Arcadia for this event.

Angela Hui, Arcadia resident and Arcadia Chinese Association member, appeared and spoke about the history of Law Day; and indicated she looks forward to seeing a continued co-sponsorship of this event between the City of Arcadia and the Arcadia Chinese Association.

Jaime Lee, Arcadia resident and former President of the Arcadia Chinese Association, appeared and indicated that the Arcadia Chinese Association had no intention of assuming sole sponsorship of Law Day; and she indicated that the Arcadia Chinese Association would like to continue a co-sponsorship with the City of Arcadia.

Sonia Martin, an Arcadia resident, appeared and asked the City to refrain from partnering with the Arcadia Chinese Association on Law Day due to the litigation and associated costs initiated by a Board Member of the Arcadia Chinese Association.

Mayor Cheng closed public comment and opened the City Council discussion on item 11.a.

Mayor Pro Tem Verlato indicated her interest in asking questions of the speakers during public comment. Mayor Cheng reopened public comment to allow any more speakers to address the City Council.

Susan Guo, an Arcadia resident and incoming Co-President of the Arcadia Chinese Association, appeared and expressed her interest in looking beyond the past and uniting as a City to help the residents and continue the co-sponsorship of Law Day between the Arcadia Chinese Association and the City of Arcadia. She stressed that she was not authorized to speak on behalf of the Association at this time so her comments should be considered her own.

Mayor Pro Tem Verlato asked questions and received responses from speaker Susan Guo, Jaime Lee, and Dr. Edward Wong.

Following the conclusion of City Council questions of public comment speakers, City Council discussion resumed.

After City Council discussion a motion was made by Mayor Cheng, seconded by Council Member Cao, and carried on a roll call vote to proceed with co-sponsoring the Law Day event this year and return in 90 days to get an official position from the Arcadia Chinese Association to decide what will happen in the future for Law Day.

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

Mayor Cheng called for a recess at 9:41 pm. And reconvened at 9:50 p.m.

8. PUBLIC COMMENTS

Beverly Street, an Arcadia resident and Campership Chair for the Arcadia Community Coordinating Council, appeared and spoke about potential campership opportunities for children of low-income families who live in Arcadia or attend Arcadia schools; and indicated that they can contact the Arcadia Recreation Department for more information.

Gerri Lin, an Arcadia resident, appeared and expressed her frustration that her residence is zoned as a condo and not a single-family residence.

City Attorney Maurer indicated that the following public comment is in relation to Public Hearing Item 7.a.

Christine Lee, an Arcadia resident and incoming President for the Santa Anita Oaks Homeowners Association, appeared and indicated that several years ago the Santa Anita Oaks HOA had surplus funds and installed three Flock Safety Cameras, with guidance from the Arcadia Police Department; she further indicated that the HOA is no longer able to afford the annual renewal costs for the three cameras and requested the City's assistance in taking over those cameras and the annual costs.

7. PUBLIC HEARING

a. Resolutions relating to the adoption of the Fiscal Year 2023-24 Operating Budget and the Fiscal Years 2023-24 through 2027-28 Capital Improvement and Equipment Plan.

Resolution No. 7500 adopting a budget for Fiscal Year 2023-24 and appropriating the amounts specified therein as expenditures from the funds.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7501 adopting a Capital Improvement and Equipment Plan for Fiscal Years 2023-24 through 2027-28.

CEQA: Not a Project

Recommended Action: Adopt

City Manager Lazzaretto presented the PowerPoint presentation.

Mayor Cheng opened the Public Hearing and no one appeared.

Mayor Cheng closed the Public Hearing.

After discussion, a motion was made by Mayor Pro Tem Verlato and seconded by Council Member Cao to incorporate two of the three Flock Cameras in the Santa Anita Oaks Homeowners Association, within the \$77,000 budgeted for new Flock Cameras in Fiscal Year 2023-24.

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

NOES: None

ABSENT: None

City Attorney Maurer noted for the record that the City Council met the Public Hearing requirements by allowing for Public Hearing comments prior to opening the Public Hearing.

A motion was made by Council Member Cao, seconded by Mayor Pro Tem Verlato, and carried on a roll call vote to adopt Resolution No. 7500 adopting a budget for Fiscal Year 2023-24 and appropriating the amounts specified therein as expenditures from the funds.

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

NOES: None

ABSENT: None

A motion was made by Council Member Cao, seconded by Mayor Pro Tem Verlato, and carried on a roll call vote to adopt Resolution No. 7501 adopting a Capital Improvement and Equipment Plan for Fiscal Years 2023-24 through 2027-28.

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

- b. Resolution No. 7498 establishing and/or adjusting various fees for City services.
CEQA: Not a Project
Recommended Action: Adopt

City Manager Lazzaretto presented the Staff Report.

Mayor Cheng opened the Public Hearing and no one appeared.

Mayor Cheng closed the Public Hearing.

A motion was made by Mayor Cheng, seconded by Council Member Wang, and carried on a roll call vote to adopt Resolution No. 7498 establishing and/or adjusting various fees for City services.

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

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

Council Member Cao reported that he attended First Avenue Service Awards; Baldwin Stocker Service Awards; District 4 Neighborhood Watch meeting; Arcadia Spring Garden Party; Rotary Club Field of Honor; Foothill Transit meeting; Dana Middle School Service Awards; Planning Commission Meeting; Camino Grove Service Awards; L.A. County's Military Veteran's Ceremony and Rotary Field of Honor; Live Oak Memorial Park Veteran's Ceremony; Clean Power Alliance Meeting; League of CA Cities meeting; and indicated that it is an honor to attend events for Veterans and he humbled by their service to our Country.

Council Member Kwan had no comments.

Council Member Wang reported that she attended Service Award Ceremonies at Baldwin Stocker, First Avenue, Camino Grove and Dana Middle School; she attended a convention party with California Speaker of the Assembly Anthony Rendon; and the Neighborhood Watch meeting; she thanked the Arcadia Fire Chief for his quick response to an accident on Duarte Rd.; she further thanked Public Works for removing abandoned furniture on Duarte and Huntington; and lastly she attended the L.A. County's Military Veteran's Ceremony and Field of Honor hosted by Rotary Club and thanked Veterans for their service.

Mayor Pro Tem Verlato thanked the Friends of the Arcadia Museum for their generous donation; she thanked Public Works Services Department for diverting water into spreading grounds of the East Raymond Basin; she shared photos and spoke about the unhoused she sees in Downtown Arcadia; she announced that she will be attending the San Gabriel Valley Council of Governments Homelessness Committee Meeting on June 7 and invited all to attend; on July 15 she will be taking an Affordable Housing Bus Tour by Making Housing and Community Happen from Pasadena; she further announced that she will attend a Homelessness Summit in Downtown Los

Angeles; and requested support from any Council Members who would be interested in pursuing a Homelessness Summit in Arcadia, with Council Member Kwan and Council Member Wang concurring; she provided reports of recent thefts in Arcadia and spoke about an alleged incident on May 25, near the elementary school on Woodruff Avenue.

Captain Lachenmyer provided a brief description of the incident as it is still under investigation and advised that due to the location of the reports, Longley Way Elementary School was immediately placed on lockdown; after investigating it was learned that the call was not credible.

In response to Mayor Pro Tem Verlato, Captain Lachenmyer indicated that the most accurate information and updates from the Police Department will be provided through Nixle.

City Clerk Glasco expressed support for the Kare Youth League and the recognition they received for their good work; and indicated that he was involved with athletics through this organization when he was a child in Arcadia.

Mayor Cheng thanked the City Council for being open and transparent with their thoughts during tough conversations.

10. CONSENT CALENDAR

- a. Regular Meeting Minutes of May 16, 2023.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7499 establishing an appropriation limit for Fiscal Year 2023-24 pursuant to Article XIII-B of the California Constitution.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolutions initiating proceedings for the annual levy and collection of assessments, approving the preliminary Engineer's Report, declaring intention to levy and collect assessments for Fiscal Year 2023-24, and appointing a time and place for a public hearing for the Arcadia Citywide Lighting District No. 1.

Resolution No. 7503 initiating proceedings for the annual levy and collection of assessments for the Arcadia Citywide Lighting District No. 1 pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code and ordering the preparation of the Engineer's Report.

CEQA: Not a Project
Recommended Action: Adopt

Resolution No. 7504 approving the preliminary Engineer's Report of Willdan Financial Services for the Arcadia Citywide Lighting District No. 1.

CEQA: Not a Project
Recommended Action: Adopt

Resolution No. 7505 declaring its intention to levy and collect assessments within the Arcadia Citywide Lighting District No. 1 for Fiscal Year 2023-24 and appointing a time and place for a public hearing.

CEQA: Not a Project
Recommended Action: Adopt

- d. Resolution No. 7506 setting Service Rates for the collection of residential refuse and recyclables pursuant to Section 5120.7 of the Arcadia Municipal Code for Fiscal Year 2023-24.
CEQA: Not a Project
Recommended Action: Adopt
- e. Resolution No. 7507 supporting Front-of-Package Food Labeling.
CEQA: Exempt
Recommended Action: Adopt
- f. Resolution No. 7508 establishing a City Council Health Committee.
CEQA: Exempt
Recommended Action: Adopt
- g. Gift of \$13,900 from the Friends of the Museum for Museum Programming, Marketing, and Archival Supplies.
CEQA: Not a Project
Recommended Action: Accept
- h. Statement of Investment Policy for Fiscal Year 2023-24.
CEQA: Not a Project
Recommended Action: Approve
- i. Agreement for Services with the Arcadia Chamber of Commerce for Fiscal Year 2023-24 in the amount of \$94,589.
CEQA: Not a Project
Recommended Action: Approve
- j. Contract with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps in the amount of \$117,250.
CEQA: Exempt
Recommended Action: Approve
- k. Contract with UCLA Medical Center for Prehospital Care for Paramedic and Emergency Medical Continuing Education ("CE"), Quality Improvement ("QI") Services, and a Nurse Educator in the amount of \$34,800.
CEQA: Not a Project
Recommended Action: Approve
- l. Extension to the Professional Services Agreement for Homeless Case Management/Housing Navigation Services with Los Angeles Centers for Alcohol and Drug Abuse in an amount not to exceed \$334,000.
CEQA: Not a Project
Recommended Action: Approve
- m. Purchase of Mobile Radios and related equipment from Day Wireless Systems for the Police Department from the Equipment Replacement Fund in an amount not to exceed \$117,000.
CEQA: Not a Project
Recommended Action: Approve

- n. Purchase Order with Superion LLC for Financial System Software Maintenance in an amount not to exceed \$54,500.
CEQA: Not a Project
Recommended Action: Approve
- o. Purchase Order with TruePoint Solutions for annual hosting and support services for the TrueBill utility billing software for Fiscal Year 2023-24 in the amount of \$54,000.
CEQA: Not a Project
Recommended Action: Approve
- p. Purchase Order with Clean Energy for the purchase of Compressed Natural Gas ("CNG") fuel for the City's fleet in an amount not to exceed \$184,000.
CEQA: Not a Project
Recommended Action: Approve
- q. Extension to the Purchase Order with Waterline Technologies, Inc. for the purchase and delivery of sodium hypochlorite for the disinfection of the City's municipal water supply in the amount of \$136,434.37.
CEQA: Not a Project
Recommended Action: Approve

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

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

12. ADJOURNMENT

The City Council adjourned at 11:20 p.m. to Tuesday, June 20, 2023, at 4:30 p.m. in the City Council Conference Room.



Rachelle Arellano
Deputy City Clerk



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, Senior Civil Engineer

SUBJECT: RESOLUTION NO. 7493 AMENDING THE FISCAL YEAR 2019-20 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR DESIGN OF THE NEW GOLDRING MUNICIPAL WATER SUPPLY WELL IN THE AMOUNT OF \$111,350, OFFSET BY A REDUCTION IN THE WATER RESERVE FUND, AND AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERS, INC. FOR DESIGN OF THE NEW GOLDRING MUNICIPAL WATER SUPPLY WELL IN THE AMOUNT OF \$222,700

CEQA: Not a project

Recommendation: Adopt

SUMMARY

On May 4, 2021, the City Council approved a Professional Services Agreement ("PSA") with Stetson Engineers, Inc. ("Stetson") for the design of the New Goldring Municipal Water Supply Well ("Goldring Well") in the amount of \$496,600. During the design phase, concerns were raised regarding contaminants at the new well. A new water treatment facility will need to be designed to treat these contaminants. Due to the need to design an additional water treatment facility, an amendment to the PSA to include the additional scope of work and a change order to the purchase order with Stetson Engineers, Inc. is warranted in the amount of \$222,700. The Goldring Well design, construction, operation, and maintenance is a joint venture between the Cities of Arcadia and Sierra Madre. Per the agreement, each city is responsible for 50% of the cost of all matters related to the new well. The total cost for the additional work to be paid by the City of Arcadia is \$111,350.

It is recommended that the City Council adopt Resolution No. 7493 amending the Fiscal Year 2019-20 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for design of the New Goldring Municipal Water Supply Well in the amount of \$111,350, offset by a reduction in the Water Reserve Fund, and amending the Professional Services Agreement with Stetson Engineers, Inc. for design of the new Goldring Municipal Water Supply Well in the amount of \$222,700.

BACKGROUND

On November 17, 2020, the Arcadia City Council approved a New Joint Groundwater Production Well Agreement between the Cities of Arcadia and Sierra Madre to jointly design, construct, operate, and maintain a groundwater production well in the Main San Gabriel Basin. To ensure that both cities received the highest quality of service and most competitive pricing for design and engineering service of the joint groundwater well, the Public Works Services Department (“PWSD”) solicited a formal request for proposals. On May 4, 2021, the City Council approved a PSA with Stetson Engineers, Inc. for the design of the New Goldring Municipal Water Supply Well in the amount of \$496,600. Per the terms of the Joint Agreement, Arcadia and Sierra Madre are each responsible for 50% of the cost of all matters related to the new well.

Arcadia’s portion was \$248,300. The PSA included an extensive scope of services that included well and pipeline design, construction support services, site investigation and research, all permitting requirements, well head design and construction support, and a hydrogeological assessment of the well.

In March 2023, in response to increased concern over a group of contaminants known as Per- and Polyfluoroalkyl Substances (“PFAS”), the Environmental Protection Agency (“EPA”) published new proposed regulations that would set Maximum Contaminant Levels (“MCL”) for select PFAS contaminants. PFAS can be found in products such as food packaging and commercial and household products, which often ends up in groundwater and are toxic at relatively low concentrations, thus presenting a danger to both human health and the environment.

The City currently conducts water sampling for PFAS at several well sites to comply with regulations set by the State of California. PFAS is likely to be found at the new well project site since it has been detected in other groundwater sources in the vicinity of the Goldring Well. Since the water produced by the proposed Goldring Well will likely need to be treated for PFAS, an amendment to the PSA’s Scope of Services has been prepared to include water treatment facility design and related services for the potential installation of water treatment equipment. The PWSD currently operates a Granular Activated Carbon (“GAC”) treatment system at the nearby Live Oak Well, designed to remove PFAS and other volatile organic compounds from the Main San Gabriel Water Basin. A similar system would be necessary to provide water treatment for the Goldring Well. Incorporating treatment facility design into the project scope enables the PWSD to procure and install treatment equipment more quickly and efficiently.

DISCUSSION

The proposed Scope of Services for the Amendment to the PSA with Stetson includes the following:

1. Prepare a Preliminary Design Memorandum to define and document design parameters for a treatment system;
2. Prepare drawings and technical specifications for the treatment equipment facilities;
3. Provide permitting and regulatory assistance, including preliminary CEQA assistance;
4. Provide bidding and construction support; and
5. Provide project coordination and design meetings as necessary.

It should be noted that while Stetson will design all aspects of the PFAS treatment systems (concrete pads, piping, etc.), the GAC treatment vessels will be procured and installed under a separate process.

ENVIRONMENTAL ANALYSIS

The proposed PSA amendment itself 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.

The CEQA review process for the Goldring Well project is currently in progress, with Stetson Engineers, Inc. providing preliminary assistance in preparing all required CEQA documents and filings. If treatment is required, further amendments to the PSA may be necessary to include all CEQA documentation.

FISCAL IMPACT

Per the terms of the Joint Agreement, Arcadia and Sierra Madre shall each be responsible for 50% of the cost of all matters related to the design, construction, operation, and maintenance of the joint groundwater production well. Funds in the amount of \$250,000 were budgeted in the Fiscal Year 2019-20 Capital Improvement Program for the New Well Design. On May 4, 2021, the City Council approved a PSA with Stetson Engineers, Inc. for the design of the New Goldring Municipal Water Supply Well in the amount of \$496,600, with Arcadia’s required portion being \$248,300. The total cost for the contract amendment is \$222,700, with Arcadia’s required portion being \$111,350.

A supplemental budget appropriation for design of the New Goldring Municipal Water Supply Well in the amount of \$111,350 from the Water Reserve Fund is being requested. The Professional Services Agreement with Stetson Engineers, Inc. will be amended to include water treatment facility design and related services for the potential installation of water treatment equipment in the amount of \$222,700.

RECOMMENDATIONS

It is recommended that the City Council determine that this action does not constitute a project, and therefore, is exempt under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7493 amending the Fiscal Year 2019-20 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for design of the new Goldring Municipal Water Supply Well in the amount of \$111,350, offset by a reduction in the Water Reserve Fund, and amending the Professional Services Agreement with Stetson Engineers, Inc. for design of the new Goldring Municipal Water Supply Well in the amount of \$222,700.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7493
Proposed Amendment No. 2 to the Professional Services Agreement

RESOLUTION NO. 7493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-20 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR DESIGN OF THE NEW GOLDRING MUNICIPAL WATER SUPPLY WELL IN THE AMOUNT OF \$111,350, OFFSET BY A REDUCTION IN THE WATER RESERVE FUND.

WHEREAS, design of a new well (the Goldring Municipal Water Supply Well) was adopted in the Fiscal Year 2019-20 Capital Improvement Program; and

WHEREAS, funds in the amount of \$250,000 were budgeted in the Fiscal Year 2019-20 Capital Improvement Program for Arcadia's portion of the New Goldring Municipal Water Supply Well design; and

WHEREAS, design, construction, operation, and maintenance of this new well is a joint venture between the Cities of Arcadia and Sierra Madre, formalized through an agreement approved by the Arcadia City Council; and

WHEREAS, each city is responsible for 50% of the cost of all matters related to the new well; and

WHEREAS on May 4, 2021, the City Council approved a Professional Services Agreement with Stetson Engineers, Inc. for the design of the New Goldring Municipal Water Supply Well in the amount of \$496,600, with Arcadia's required portion being \$248,300; and

WHEREAS, during the design phase, concerns were raised that the well may be contaminated with PFAS due to the well's proximity to other well sites that have been found to be contaminated; and

WHEREAS, the Environmental Protection Agency has published new proposed regulations that would set new Maximum Contaminant Levels for identified PFAS contaminants; and

WHEREAS, PFAS contamination at the project site would require on-site treatment to meet water quality standards; and

WHEREAS, the Professional Services Agreement with Stetson Engineers, Inc. will be amended to include water treatment facility design and related services for the potential installation of water treatment equipment; and

WHEREAS, the total cost for the contract amendment is \$222,700, with Arcadia's required portion being 50% or \$111,350; and

WHEREAS, a supplemental budget appropriation in the amount of \$111,350, offset by a reduction in the Water Reserve Fund is being requested; and

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

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

SECTION 1. The sum of One Hundred Eleven Thousand Three Hundred Fifty Dollars (\$111,350) is hereby appropriated in the FY19-20 Capital Improvement Program Budget, offset with an equal reduction in the Water Reserve Fund.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR THE DESIGN OF THE NEW GOLDRING MUNICIPAL WATER SUPPLY
WELL BY AND BETWEEN THE CITY OF ARCADIA
AND STETSON ENGINEERS, INC.**

This Amendment No. 2 ("Amendment No. 2") is hereby entered into this ____ day of _____, 2023 by and between the City of Arcadia, a municipal corporation of the State of California, and **Stetson Engineers, Inc.**, a California Corporation, with respect to that certain Professional Services Agreement between the parties dated June 3, 2021, and further amended by Amendment No. 1 dated May 25, 2023 ("Agreement").

The Parties agree as follows:

1. Pursuant to Section 1 of the Agreement, Exhibit "A" Scope of Services shall be amended to include the following new PFAS Treatment System Design as outlined in the amended Scope of Services attached hereto.
2. Pursuant to Section 2(b) of the Agreement "Compensation", the Compensation is hereby amended to provide additional compensation of Two Hundred Twenty-Two Thousand, Seven Hundred Dollars and No Cents (\$222,700.00). Compensation is based on time-and-materials and shall adhere to all requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.
3. All terms and provisions of the Agreement not amended by this Amendment No. 2 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 2 on the date set forth below.

CITY OF ARCADIA

STETSON ENGINEERS, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:

By: _____
Title: _____

City Clerk

Dated: _____

APPROVED AS TO FORM:

CONCUR:

Michael J. Maurer
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT “A”

Scope of Services for the Preparation of the Design of the New Goldring Municipal Water Supply Well shall be amended to include, but not limited, to the following “Scope of Work” for the Polyfluoroalkyl substances (“PFAS”) Treatment Design System:

PROJECT APPROACH

Stetson will first prepare a Preliminary Design Memorandum (PDM) to document project parameters, proposed design criteria, and preliminary layouts for the treatment equipment for the City’s review and approval prior to proceeding with full design of the treatment facilities. Stetson will also prepare necessary permit applications and CEQA documents.

Stetson will design all aspects of the PFAS treatment systems (concrete pads, piping, etc.). Stetson will provide performance-based specifications for the City to pre-purchase the treatment equipment in order to minimize the project schedule. The City selected treatment equipment vendors will prepare equipment submittals which will be incorporated into the design of the facilities to support the treatment equipment. The result will be a fully integrated groundwater production and treatment facility.

It is anticipated that the project will disturb less than 5,000 square feet of impervious area, therefore, a Storm Water Pollution Prevention Plan will not be required.

SCOPE OF WORK

The following is a summary of the tasks that will be conducted by Stetson as part of this Scope of Work. Stetson’s proposed schedule to complete the proposed Scope of Work is also attached.

TASK 1 – PRELIMINARY DESIGN AND PERMITTING

Task 1.1 - Kick-Off Meeting

At the outset of the project, Stetson will coordinate a project kick-off meeting with all appropriate City and Stetson staff. The purposes of the kick-off meeting will be to introduce project team members, formalize project communications, review and address schedule requirements, discuss the project scope and task list, and identify and request available background information, data, reports, documents, and record drawings from the City that are relevant to the project. In reviewing the project scope of work, the project team can identify any revisions or updates to the task list that might need to be made, and develop an overall project plan for accomplishing the project in a timely manner. It is anticipated that at the conclusion of the kick-off meeting, both the City and Stetson will be clear on the requirements and expectations for the project, setting the stage for a successful project effort.

Task 1.2 - Preliminary Design Memorandum

Stetson will prepare a PDM to define and document design parameters for the treatment system and required permitting. Stetson will include the following items in the PDR:

- Site features and constraints will be reviewed and summarized.
- Hydraulic design parameters for piping and treatment equipment.
- Provide concrete pad sizes for the installation of the various equipment (treatment vessels, backwash tank, pipe supports).
- General conceptual site layout (30% design drawings) of the treatment system.
- Identify connection point for potable water discharges to City’s distribution system.
- Identify connection point and general alignment for discharges to the local storm drain.

- Identify connection point for waste discharges to sewer.
- Engineer's estimate of construction costs.
- Estimated schedule for construction.

Stetson's design approach includes the following assumptions:

- No hazardous materials are on site.
- No landscaping and irrigation system will be designed.
- Cathodic protection will not be required for underground piping.
- A conditional use permit is not required.
- Storm Water Pollution Prevention Plan (SWPPP) is not required.
- SCADA integration and programming is not included.
- All valving for the treatment system will be manually operated

Stetson will prepare drawings using AutoCAD and submit plans to the City on 24"x36" sheets.

Stetson will coordinate a design review meeting with City staff one week after delivery of the PDM.

Task 1.3 - Permitting and Regulatory Assistance

Stetson will communicate with governing agencies in the early stages of the project so the requirements relating to the project can be determined. Permits will be prepared as early in the design process as possible in order to maintain the schedule for completion of all work. Stetson will provide the necessary permit applications and documentations for the City's submittal to the regulatory agencies. It is assumed the City will pay all required permit and inspection fees.

For this proposal, Stetson has assumed the following for permits and approvals:

- CEQA – Stetson will expand the CEQA documentation currently being prepared for the Goldring Well and Pipeline project to include the potential PFAS Treatment System. Stetson will revise the Initial Environmental Study for the project which we anticipate will result in a Negative Declaration or Mitigated Negative Declaration determination. Due to the nature and location of the project, no additional studies are anticipated for compliance with CEQA. Stetson will submit a revised draft CEQA Initial environmental Study to the City for review. Stetson will coordinate a review meeting with City staff two weeks after delivery of the revised draft study. Following the City's review and comment on the revised CEQA Initial Environmental Study, Stetson will finalize the study. We assume one round of comments will be received and incorporated into the final study. Coordination of submittal of CEQA documentation, notices, advertisements, and review of comments are included in Stetson's existing scope of work. In addition, Stetson completed work outside of the original scope of work for the CEQA documentation for the well and pipeline. This additional work which has already been completed included multiple rounds of comments from the City and assistance with some of the Tribal outreach work.
- Water Supply Permit Amendment – Stetson will prepare an application for Domestic Water Supply Permit Amendment for the new well. The application will be submitted to the City for review and then submitted to DDW for review and approval.
- Sewer Discharge Permit – Stetson anticipates that discharges to the sewer from the GAC backwash tank will be necessary. Stetson will complete the permitting documents for the necessary sewer discharge permit.

- d. Operations, Maintenance, and Monitoring Plan – Stetson will prepare an Operations, Maintenance, and Monitoring Plan required by DDW for water treatment facilities.
- e. NPDES Compliance Monitoring & Reporting – Stetson assumes the City will be discharging flows from the treatment system to the local storm drain under the City's existing MS4 permit (Order No. R4-2012-0175-A01) issued by the California Regional Water Quality Control Board (RWQCB) and a new National Pollution Discharge Elimination System (NPDES) permit is not required. Stetson will perform all field sampling required by the NPDES permit during treatment system testing and startup. Stetson will prepare the Chain of Custody, sample bottle orders, pick up the sample bottles, conduct discharge event field sampling, and deliver the samples to a qualified laboratory. It is assumed all laboratory analysis cost will be billed directly to, and paid by the City. Stetson will prepare the NPDES Monitoring Reports of the sampling required by the NPDES permit. It is assumed that under the City's NPDES permit, Monitoring Reports will be required to be submitted quarterly. Stetson will provide City staff with drafts of the Monitoring Report for review prior to submission to the RWQCB. This task includes one round of comments from the City. The NPDES permit requires all Monitoring Reports to be signed and dated by the discharger (City). The City will sign and date the final NPDES Monitoring Report. Stetson will coordinate submittal of the final NPDES Monitoring Reports to RWQCB on behalf of the City. For budgeting purposes we assume two (2) discharge sampling events and two (2) quarterly monitoring reports will be required.
- f. Watermaster Permit for Well – In preparation of the Watermaster Section 28 documentation for the Goldring Well and Pipeline project, Stetson incurred additional costs as we did additional coordination on Arcadia's existing contaminated wells that are currently not being operated.

TASK 2 – DESIGN

Stetson will prepare drawings and technical specifications for the treatment equipment facilities. The design will be in accordance with the Standard Specifications for Public Works Construction (SSPWC) latest edition with supplements to date, American Water Works Association (AWWA) Standards, and the City of Arcadia Standards Plans and Specifications. Stetson will prepare Design Drawings and Contract Documents, including Technical Specifications and Bid Schedule, as well as an Engineer's Estimate and proposed schedule for the work.

Stetson's design drawings and technical specifications will include the following:

- a. General site layout/improvement plan showing equipment pads, grading, site piping, valves, appurtenances, and connections to discharge piping.
- b. Size and specifications for concrete equipment pads.
- c. On-site piping plans and detail drawings including connections, crossings, and pipe supports, as necessary.
- d. Treatment plant commissioning requirements.

The following is a list of anticipated design drawings:

Civil

- Title Sheet: Vicinity Map, Location/Index Map
- General Notes and Abbreviations
- Process Flow Diagram
- Demolition Plan
- Overall Site Plan

- Treatment Equipment Plan
- Grading and Paving Plan
- Piping Plan and Sections
- Backwash Tank Details
- Civil Details

Structural

- General Structural Notes
- Treatment Vessels Foundation
- Backwash Tank Foundation & Details
- Pipe Support Foundations & Details
- Pipe Support Steel & Details
- Misc. Equipment Anchorage

Task 2.1 – Prepare Performance Specifications for Treatment Equipment

Stetson will prepare performance specifications for the treatment equipment for City to solicit bids for procurement of the treatment equipment. Pre-purchasing the treatment equipment in parallel with design activities will help reduce the overall duration of the project schedule and will provide detailed design submittals from the selected vendor to support the overall design layout. Stetson will submit draft performance specifications to City for review. Following City's review and comment on the draft performance specifications, Stetson will finalize the specifications. We assume one round of comments will be received and incorporated into the final specifications.

Task 2.2 - Fifty Percent (50%) Design Review

Stetson will prepare design drawings, technical specifications, and preliminary construction cost estimate for the well head facilities based on the PDM approved by the City. Stetson will also provide a narrative of progress addressing design issues, problems, and an updated design completion schedule. To expedite review, Stetson will coordinate a design review meeting with City staff upon submittal of the 50% Design Submittal. The design submittal will include two (2) hard copies and an electronic copy in PDF format.

Task 2.3 - Ninety Percent (90%) Design Review

Based on comments provided by the City on the 50% Design Submittal, Stetson will proceed with preparation of a 90% Design Submittal. Stetson assumes one round of comments on the 50% Design Submittal will be received and incorporated into the 90% Design Submittal. The 90% Design Submittal will include final drawings and specifications and an estimate of construction costs. To expedite review, Stetson will coordinate a design review meeting with City staff upon submittal of the 90% Design Submittal. The design submittal will include two (2) hard copies and an electronic copy in PDF format.

Task 2.4 - Final Approval Review

Stetson assumes one round of comments on the 90% Design Submittal will be received and incorporated into the Final design drawings, specifications, and cost estimate. Stetson will prepare a Final set of Contract Documents including the City's Standard Bid Documents, Special Provisions, Technical Specifications, and all forms necessary to solicit bids from Contractors. The bidding proposal will be detailed and itemized outlining the multiple facets of the construction proposed. The Final design submittal will include one original signed copy and an electronic copy in PDF format. Final signed drawings will be submitted on mylar.

Stetson will prepare drawings using AutoCAD and submit plans to the City on 24"x36" sheets using the City's standard title block. Contract Documents and Technical Specifications will be prepared using Microsoft Word for Windows.

TASK 3 – BIDDING AND CONSTRUCTION SUPPORT

3.1 - Bidding Support

Stetson will support the City through the bidding process for this project. Stetson will attend the pre-bid conference and site walk with prospective bidders, provide an overview of the project design, and field questions from prospective bidders. Stetson will prepare written responses to questions requests for information (RFI) from bidders, prepare addenda documents as needed, and provide technical assistance to the City. For budgeting purposes, it is assumed that two (2) RFIs and two (2) addendums will be issued. Upon receipt of bids, Stetson will review and evaluate the bids received and provide a recommendation to the City for award of the contract.

3.2 - Construction Support

Stetson will attend the Pre-construction meeting and attend construction progress/coordination meetings as required by the City during the course of construction. For budgeting purposes, it is assumed Stetson staff will attend/conduct a total of 5 meetings/field visits, including the pre-construction meeting.

Stetson will assist the City by providing engineering support during construction and commissioning of the treatment facilities. It is assumed the City will provide a Construction Manager to coordinate contracting issues and provide daily supervision of the Contractor.

Stetson will review submittals and shop drawings from the Contractor. Stetson will maintain a log of all submittals and shop drawings and provide written responses for each submittal. For budgeting purposes, we have assumed twenty (20) submittal reviews and five (5) resubmittal reviews.

Stetson will review and respond to requests for information (RFIs) submitted by the Contractor. Stetson will provide clarifications and interpretations of contract drawings and specifications. Where necessary, Stetson will prepare elementary sketches to clarify design details. Stetson will maintain a log of RFIs submitted by the contractor and the corresponding responses. For budgeting purposes, we have assumed three (3) construction RFIs.

Stetson's design engineers will review and provide input on evaluations of requests for change orders submitted by the contractor. For budgeting purposes, we have assumed two (2) construction change orders will be reviewed by Stetson's design engineers.

Stetson will assist in the final inspection and oversee operational tests of the well pump during startup of the Project.

Stetson will update the electronic design drawings to produce final Record Drawings for the project based on the Contractor's redlined record drawings. For budgeting purposes, it is assumed that no new drawings will need to be created.

TASK 4 – MEETINGS AND PROJECT COORDINATION

Effective project coordination and periodic project status and review meetings will be necessary to guide City, Sierra Madre, and Stetson's project team as the project is defined and shaped through the design process. Stetson will work together with City to complete the project within budget, schedule, and to the satisfaction of City. Stetson will propose and coordinate status and design review meetings with City staff as may be necessary to achieve this goal. Stetson will also provide support to Sierra Madre and the City on presentations of the project to the Sierra Madre City Council, San Gabriel Valley Municipal Water District, and Arcadia's City Council. We estimate approximately eleven (11) months to complete the permitting and design of the treatment facilities. Stetson will present project progress reports (including status on

issues, budget, and schedule) at the scheduled status and review meetings. For budgeting purposes we assume there will be a total of nine (9) meetings with staff from the City and Sierra Madre from the Project Kick-Off through completion of the final design of the treatment system. This includes the Project Kick-Off meeting, PDM, Design Reviews for Treatment System (equipment specifications, 60%, and 90%), two (2) meetings with Arcadia's City Council, and two (2) meetings in support of Sierra Madre.

EXHIBIT “B”

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below.

The schedule of prices is attached as attachment “A” to this Exhibit “B”.

Design of the New Goldring Municipal Water Supply Well	-	\$496,600.00
PFAS Treatment Design (Attachment “A”)	-	\$222,700.00
Total Compensation:	-	\$718,700.00

The total Compensation shall not exceed the total listed without written authorization in accordance with Section 2(b) of this Agreement. (See Attached fee breakdown).

Attachment "A"

City of Arcadia - Goldring Well PFAS Treatment Design Project
Stetson Engineers Inc.
Estimated Engineering Fees - Submitted June 5, 2023

Task	Description	Proj. Manager \$216	Proj. Engineer \$216	Sr Engineer \$173	Assoc. Engineer \$129	Clerical \$103	Direct Costs	Total Cost	Task Totals Cost
1	PRELIMINARY DESIGN AND PERMITTING								\$ 50,900
1.1	Kick-Off Meeting	6	4	4				\$ 2,900	
1.2	Preliminary Design Memo	2.5	8	18				\$ 5,400	
1.3	Permitting & Regulatory Assistance							\$ 42,600	
a.	CEQA	12		66				\$ 14,000	
b.	Water Supply Permit Amendment	1	8	24				\$ 6,100	
c.	Sewer Discharge Permit	1	4	16				\$ 3,800	
d.	Operations, Maintenance, & Monitoring Plan	2	15	40				\$ 10,600	
e.	NPDES Compliance Monitoring & Reporting	2			48			\$ 6,600	
f.	Watermaster Permit	2		6				\$ 1,500	
2	DESIGN								\$ 92,500
2.1	Performance Specifications for Treatment Equipment							\$ 6,000	
	Draft Specifications	2	4	20				\$ 4,800	
	Final Specifications	0.5	2	4				\$ 1,200	
2.2	50% Design							\$ 48,300	
	50% Design Drawings (Civil)	8	44.5	76				\$ 24,500	
	50% Design Drawings (Structural)		2	4			\$ 19,470	\$ 20,600	
	50% Construction Cost Estimate	1	4	12				\$ 3,200	
2.3	90% Design							\$ 25,700	
	90% Design Drawings (Civil)	2.5	10.75	46				\$ 10,800	
	90% Design Drawings (Structural)	0.5	1	2			\$ 9,735	\$ 10,400	
	Draft Specifications	2	4	16		4		\$ 4,500	
2.4	Final Approval Review							\$ 12,500	
	Final Design Drawings (Civil)	2.5	2.5	9				\$ 2,600	
	Final Design Drawings (Structural)	0.5	0.5	1			\$ 3,245	\$ 3,600	
	Final Specifications	2	4	8		2		\$ 2,900	
	Final Construction Cost Estimate	0.5	1	4				\$ 1,000	
	Final Bid Package	1	2	8		4		\$ 2,400	
3	BIDDING AND CONSTRUCTION SUPPORT								\$ 49,900
3.1	Bidding Support							\$ 7,500	
	Pre-Bid Meeting	4		4				\$ 1,600	
	Bid RFIs (assume 2)	4		8				\$ 2,200	
	Bid Addendums (assume 2)	4		8				\$ 2,200	
	Evaluate Bids		2	6				\$ 1,500	
3.2	Construction Support							\$ 42,400	
	Pre-Construction Meeting & Site Visits/Meetings (assume 5)	20		20				\$ 7,800	
	Construction RFIs (assume 3)	6		12				\$ 3,400	
	Construction Submittals (assume 25)	12.5		100				\$ 20,000	
	Construction Change Orders (assume 2)	4		16				\$ 3,600	
	Final Construction Inspection & Tests	4		8				\$ 2,200	
	Record Drawings	5	4	20				\$ 5,400	
4	DESIGN MEETINGS AND PROJECT COORDINATION								\$ 29,400
4.1	Design Project Coordination (11 months)	22	44			4		\$ 14,700	
4.2	Design Review Meetings (assume 4)	24	16	16			\$ 80	\$ 11,500	
4.3	City Council and Sierra Madre Support Meetings (assume 4)	12		3			\$ 100	\$ 3,200	
Total Scope of Work (Tasks 1-4)		173	187.25	605	48	14	\$ 32,630	\$ 222,700	\$ 222,700



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, P.E., Senior Civil Engineer

SUBJECT: RESOLUTION NO. 7502 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

CEQA: Not a Project

Recommendation: Adopt

SUMMARY

On April 28, 2017, the Governor signed Senate Bill ("SB") 1, which is known as the Road Repair and Accountability Act of 2017. SB 1 was enacted to address funding deficiencies for municipalities to perform routine maintenance and rehabilitation and to address safety concerns on local streets and roads. In November 2017, the City started receiving Road Maintenance and Rehabilitation Account ("RMRA") funding. For the City to continue to receive this funding, the City must identify specific projects and show proof that the funds are budgeted in the City's Fiscal Year 2023-24 Capital Improvement Program ("CIP").

It is recommended that the City Council adopt Resolution No. 7502 adopting a list of projects for Fiscal Year 2023-24 Funded by SB 1: The Road Repair and Accountability Act of 2017. The total budgeted amount of RMRA funding included in the Fiscal Year 2023-24 CIP for street and road repairs is \$1,400,000.

BACKGROUND

On April 28, 2017, Governor Jerry Brown signed SB 1 to address road maintenance, rehabilitation, and critical safety projects on local streets and roads. SB 1 is funded through an increase in gasoline fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees. A percentage of the new RMRA funding has been apportioned by formula to eligible cities and counties to enhance existing street Maintenance of Effort ("MOE") levels. The MOE for each City was established by the State Controller's Office and is based on the average amount of monies spent on local-street and road projects during Fiscal Years 2014-15, 2015-16, and 2016-17.

To receive RMRA funding, the City must continue to budget and spend the amount of discretionary funds on street improvement projects based on the three-year average. The idea behind this is for cities to continue current funding levels to improve streets and roads and enhance this effort with the additional RMRA funding.

The City of Arcadia's three-year average MOE is \$2,015,411. It is estimated that the City of Arcadia will receive approximately \$1,406,433 in RMRA funding in Fiscal Year 2023-24. Each year, the City must allocate the three-year MOE average towards street and road projects in order to continue to receive RMRA funding. A total of \$2,399,433 in street related General Fund expenditures were reported during the previous reporting period, exceeding the MOE average and making the City eligible for receiving RMRA funding this year. It is important to note that while other transportation funds including Measure R, Measure M, and Highway Users Tax Act ("HUTA") may be used for street maintenance and rehabilitation, such funds may not be used to meet the MOE three-year average requirement.

RMRA funds can only be used for projects that include road maintenance and rehabilitation, road safety projects, railroad grade separations, traffic control devices, and complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects.

DISCUSSION

Prior to receiving an apportionment of RMRA funds, the City must annually submit a list of proposed projects that will utilize RMRA funds in the following Fiscal Year to the California Transportation Commission ("CTC"). Subsequently, the proposed projects must be approved and adopted as part of the City's Operating or CIP budgets, or subsequently amended into the budget. The project proposed for submission to the CTC and receive RMRA funding is included in the City's Fiscal Year 2023-24 Capital Improvement Program:

Fiscal Year 2023-24 Pavement Rehabilitation Program – The project will resurface approximately 0.79 miles of City roadways with rubberized asphalt. Roadway segments include Camino Real Avenue (from Tenth Avenue to East City Limits), Santa Maria Road (from Colorado Boulevard to the Northern cul de sac), and Woodruff Avenue (from Santa Anita Avenue to El Monte Avenue). Other repair items to be included in the proposed project schedule are localized asphalt concrete dig-out repairs and minor repairs to concrete curb and gutters, sidewalks, and cross gutters.

ENVIRONMENTAL ANALYSIS

This 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. CEQA will be reviewed, as appropriate, for each item listed in the proposed resolution when those plans are effectuated.

FISCAL IMPACT

The total amount of RMRA funding that will be included in the Fiscal Year 2023-24 Capital Improvement Program for street and road repairs is \$1,400,000. It has been estimated that the City of Arcadia will receive approximately \$1,406,433 in funds from RMRA; any unused funds from the upcoming Fiscal Year can be carried over and used in following years.

RECOMMENDATION

It is recommended that the City Council determine that this item does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7502 adopting a list of projects for Fiscal Year 2023-24 Funded by SB 1: The Road Repair and Accountability Act of 2017.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7502

RESOLUTION NO. 7502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 ("SB1"), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Arcadia are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Arcadia must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Arcadia, will receive an estimated \$1,406,433 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City of Arcadia is receiving SB 1 funding and such funding will enable the City of Arcadia to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Arcadia has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Arcadia used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Arcadia maintain and rehabilitate streets/roads throughout the City of Arcadia this year and continue similar projects into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Road Needs Assessment found that the City of Arcadia streets and roads are in a "Lower Risk" condition, and this revenue will help us increase the overall quality of our road system, and over the next decade will bring our streets and roads into a "Good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits Statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

1. **Fiscal Year 2023-24 Pavement Rehabilitation Program:** The project is to be adopted into the City's Fiscal Year 2023-24 Capital Improvement Program.

a. **Anticipated Funding Sources:** RMRA fund \$1,400,000

b. **Project Description:** This project will resurface approximately 0.79 miles of City roadways with rubberized asphalt. Work includes pavement rehabilitation/reconstruction to extend the roadway service life. Other repair items to be included in the scope of work are localized AC dig-out repairs and minor repairs to concrete curb and gutter, sidewalk, and cross gutters. All striping and pavement markers will be installed upon completion of the paving.

c. **Project Location:**

- Camino Real Avenue (from Tenth Avenue to East City Limits)
- Santa Maria Road (from Colorado Boulevard to North End of Cul De Sac)
- Woodruff Avenue (from Santa Anita Avenue to El Monte Avenue)

d. **Proposed Schedule:**

- Start construction in Summer 2024
- Complete construction in the Winter 2024

e. **Estimated Useful Life:** 20 years.

SECTION 3. The adoption of this Resolution constitutes the approval of the foregoing projects to be submitted to the California Transportation Commission.

SECTION 4. The City Manager, or his designee, is hereby authorized to execute all documents necessary to implement and secure any and all funds that may become available to the City from RMRA.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved, and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Development Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7509 REQUESTING THE TERMINATION OF PROCEEDINGS RELATED TO LOCAL AGENCY FORMATION COMMISSION ("LAFCO") REORGANIZATION CASE NO. 2023-02 TO THE CITY OF MONROVIA FOR THE PROPERTY ADDRESSED AS 923 S. 10TH AVENUE
CEQA: Not a Project
Recommendation: Take No Action

SUMMARY

The City has received an application from the Local Agency Formation Commission ("LAFCO") to initiate proceedings for the re-organization of a piece of property currently in the City of Arcadia. The request to LAFCO was generated by the property owner of 923 S. 10th Avenue and it seeks to "de-annex" this single residential property from Arcadia into the City of Monrovia for future development considerations. LAFCO's process allows the City of Arcadia a period of time within which the City may adopt and file with LAFCO, a resolution requesting termination of proceedings, the effect of which would be that LAFCO would not move forward considering the proposal.

Resolution No. 7509 has been prepared for City Council consideration, if the City Council wishes to terminate proceedings on this item to meet LAFCO timelines. However, it is recommended that the City Council take no action on this matter and allow the applicant to pursue this action with LAFCO.

BACKGROUND

The Local Agency Formation Commission ("LAFCO") for Los Angeles County is an independent public agency with countywide jurisdiction over the boundaries of cities and certain special districts. LAFCO's jurisdiction involves proposed boundary changes to local government boundaries involving the formation, dissolution, and expansion of cities and special districts. LAFCO is governed by State Law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("Act"). The Act tasks LAFCO with

discouraging urban sprawl, encouraging orderly and efficient provision of services, and preserving open space and prime agricultural lands.

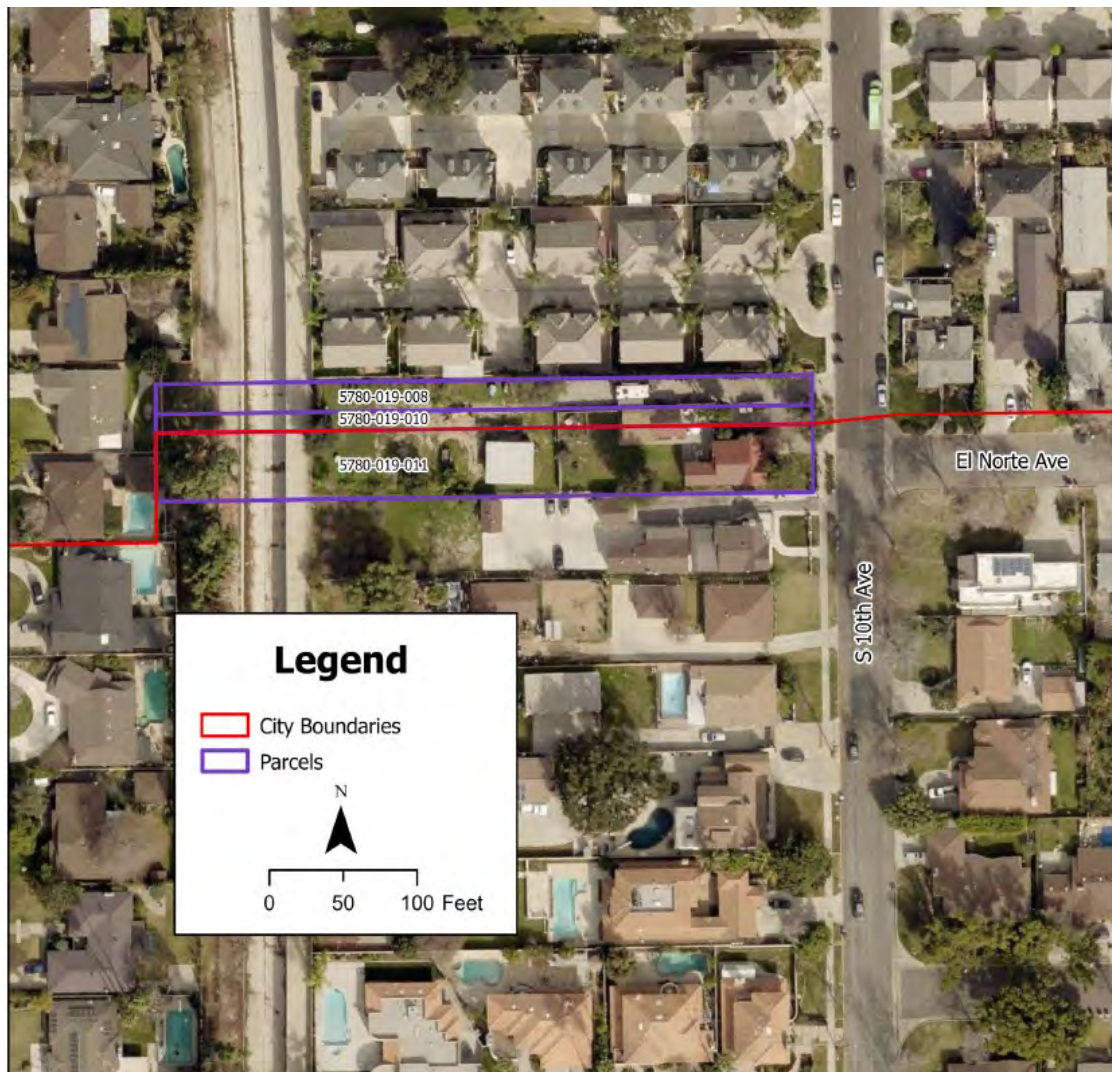
The City of Arcadia has not completed an annexation or boundary reorganization for decades and has not been proactive in pursuing annexations in general. This is true of surrounding cities as well. Regardless, public agencies typically generate any annexation requests and usually there is a compelling reason for the jurisdiction to be seeking a change. A request for annexation by private entities is extremely rare, especially when dealing with very small pieces of land.

On May 15, 2023, the City received a notice from LAFCO that the property owner of 923 S. 10th Avenue has requested to de-annex their property from the City of Arcadia to the City of Monrovia (refer to Attachment No. 2). There are many steps to the reorganization process and it can take over one year to complete. The following is a very simplified summary of the process:

1. Pursuant to Government Code Section 56751, the City of Arcadia has until July 12, 2023, to file a resolution to terminate proceedings. If the City chooses to do this, the application will not be acted upon. This statement reflects where the City is now in this process.
2. If proceedings are not terminated, then the County CEO Office/Board of Supervisors will prepare a tax transfer resolution.
3. Once distributed, the tax transfer resolution must be presented to the Arcadia City Council. The City Council can either deny or approve the request for the reorganization.
4. Other impacted taxing agencies, including the City of Monrovia, must also approve or deny the resolution.
5. The City of Monrovia must prepare CEQA documentation and determine zoning information before LAFCO can deem the application complete.
6. A negotiated tax agreement and an approved map with a geographic description must be approved by the LA County Board of Supervisors.
7. If approved by all affected entities, the request must be heard by LAFCO, who is the final decision maker.

DISCUSSION

The Arcadia address in question is 923 S. 10th Avenue (Assessor Parcel Number 5780-019-011). The lot is approximately 20,000 square feet in size and runs along the boundaries of the Cities of Arcadia and Monrovia. The property owner also owns two parcels to the north in the City of Monrovia. Functionally, the three parcels are developed currently as a single development. See the map below to view the project site.



As can be seen on the map, a property line bisects an existing building and development potential is limited with municipal boundaries on either side of the property. The current zoning for the Arcadia parcel is R-1 (Single Family) and it is RM4000 in Monrovia (Multi-Family) with a Land Use designation of Medium Density Residential, which allows for a maximum density of 17.4 dwelling units per acre. Currently, the Arcadia parcel is developed with two units in place. Additionally, the property backs up to the L.A. County Flood Control Channel to the west. The property owner is seeking to move the Arcadia parcel into Monrovia to allow the entire property to be under one jurisdiction and one zoning designation, helping facilitate redevelopment of the property as multiple residential units, which is the development pattern to the north of these subject parcels.

Currently, the land in question is assessed at \$63,469, which would generate approximately \$61 in property tax revenue to the City of Arcadia per year.

Generally, cities are opposed to reorganizations that are simply driven by private development goals. It is not typically in a city's interest to cede property to another jurisdiction given property tax value to the city, impacts to the School District and other taxing entities, and the precedent that a private reorganization may set for other properties that may be split by jurisdictional boundaries. Additionally, the reorganization process is complicated and involves many different entities who need to modify processes, maps, documents, and tax amounts based on this request. Normally, this process is reserved for major property modifications and significant portions of land.

That being said, the only question in front of the City at this time is whether or not the City should submit a resolution to terminate these proceedings. In the initial analysis of the filing, there does not appear to be a significant reason to do so. The property cannot be developed in a coherent manner in either Arcadia or Monrovia as it sits currently. The proposal, while requiring a great deal of work for such a small change, would allow the property owner to pursue a development that appears better suited to the area than the current situation. Additionally, the City has had preliminary discussions with both Monrovia staff and representatives of the Arcadia Unified School District. To date, there is no significant opposition to the request and proceeding to the next step in the process.

If, after review and taking any public testimony, the City Council wishes to issue a resolution to LAFCO to terminate proceedings, the City Council may simply adopt the attached Resolution No. 7509. However, it is recommended that the City Council take no action at this time. Taking no action would, in effect, allow the project to proceed to the next required steps. This recommendation is not binding, nor does it prevent the City of Arcadia from later objecting to the ultimate reorganization. Additionally, the City of Monrovia or relevant taxing agencies may also object to the process, or LAFCO may reject it. At this time, there does not appear to be a pressing reason to terminate proceedings.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There will be a negative fiscal impact to the City as a result of de-annexing this parcel to the City of Monrovia. As noted above, the estimated assessed value of the property currently is \$63,469. At current tax rates and collections distributed to the City of Arcadia, this equates to approximately \$61 in tax revenue to the City annually. There may also be

lighting and landscaping district fees and other tax obligations attached to the property, which would be known should the project move forward to the taxing agreement phase.

Additional taxing entities related to the City of Arcadia will also have some fiscal impact if the parcel is removed from the City's jurisdiction. A full analysis of the fiscal impact is not available at this time but will be provided when the proposal returns to the City as part of the review of the tax transfer resolution and later steps in the process. However, the overall impact of this single residential parcel being removed from the City's tax rolls is not viewed to be significant.

In terms of the review process, the City has no established fee to process this type of application as it is so rare and would typically be initiated by the City. Therefore, to cover the City's costs in processing this application, it is recommended that the applicant be required to make a deposit to the Planning Division to cover staff costs. An initial deposit of \$5,000 is recommended and staff time would be billed to this amount. This is similar to other reimbursement agreements the City has created for planning, environmental, or legal work.

RECOMMENDATION

It is recommended that the City Council take no action on Resolution No. 7509 at this time and authorize Staff to process any application submitted on this matter through a reimbursement agreement with the applicant.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7509
Attachment No. 2: LAFCO Application to Initiate Proceeding for Change of
Organization/Reorganization (No. 2023-02)

Attachment No. 1

Resolution No. 7509

RESOLUTION NO. 7509

RESOLUTION NO. 7509 REQUESTING THE TERMINATION OF PROCEEDINGS RELATED TO LOCAL AGENCY FORMATION COMMISSION ("LAFCO") REORGANIZATION CASE NO. 2023-02 TO THE CITY OF MONROVIA FOR THE PROPERTY ADDRESSED AS 923 S. 10TH AVENUE

WHEREAS, the Local Agency Formation Commission of Los Angeles County ("LAFCO") has received an application for the reorganization of property between the City of Arcadia and the City of Monrovia (Reorganization No. 2023-02) and has made both cities and relevant taxing entities aware of said application; and

WHEREAS, pursuant to Government Code Section 56751, the City has until July 12, 2023, within which to adopt and file with LAFCO a resolution requesting termination of the proceedings, the effect of which would be to end processing of the application; and

WHEREAS, the City discussed the application at their meeting of June 20, 2023, and provided an opportunity for interested parties to be heard on the matter.

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

SECTION 1. The City Council finds that Reorganization No. 2023-02 is not in the best interest of the City given the loss of assessed value to the City as well as the loss of property relevant to the Arcadia Unified School District and other taxing entities.

SECTION 2. Neither the City of Arcadia nor the City of Monrovia is a co-applicant on this application and it has only been submitted to further private development interests and not to effectuate any stated goal of either City, creating an unnecessary precedent.

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Attachment No. 2

LAFCO Application to Initiate Proceeding
for Change of Organization/Reorganization
(No. 2023-02)

LAFCO

Local Agency Formation Commission
for the County of Los Angeles

Voting Members

Donald Dear
Chair

Gerald McCallum
1st Vice-Chair

Margaret Finlay
2nd Vice-Chair

Kathryn Barger
John Lee
Robert Lewis
John Mirisch
Holly Mitchell
Francine Oschin

Alternate Members

Anthony Bell
Michael Davitt
Mel Matthews
Hilda Solis
Vacant
(City of Los Angeles)
Vacant
(Public Member)

Staff

Paul Novak
Executive Officer

Adriana Romo
Deputy Executive Officer

Amber De La Torre
Doug Dorado
Adriana Flores
Taylor Morris
Alisha O'Brien

80 South Lake Avenue
Suite 870
Pasadena, CA 91101
Phone: 626.204.6500
Fax: 626.204.6507

www.lalafco.org

May 15, 2023

Dominic Lazzaratto, City Manager
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91107

RE: Reorganization No. 2023-02 to the City of Monrovia (Amendment to the Cities of Arcadia and Monrovia Spheres of Influence; Detachment from the City of Arcadia; and Annexation to the City of Monrovia)

Dear Mr. Lazzaratto,

On May 10, 2023 the Local Agency Formation Commission discussed as "Information Item(s)", the attached reorganization proposal to the City of Monrovia.

Pursuant to Government Code Section 56751, the City has until July 12, 2023, in which to adopt and file with LAFCO a resolution requesting termination of the proceedings.

Should you have any questions, I or my staff can be reached at (626)204-6500.

Sincerely,
Paul A. Novak, AICP
Executive Officer

By: Alisha O'Brien
Government Analyst

CC: Dylan Feik, City Manager, City of Monrovia

APPLICATION TO INITIATE PROCEEDING FOR CHANGE OF ORGANIZATION/REORGANIZATION

(Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000,
Division 3, Title 5, Commencing with Section 56000, of the Government Code)

1. LAFCO PROPOSAL DESIGNATION NO.:

*Reorganization No. 2023-02 to the
City of Monrovia*

2. PROPOSAL INITIATED BY:

Identify the party initiating this proposal (please check one).

☐

Public Agency

Name of Public Agency:

Name and title:

Resolution Date:

☒

Landowner / Registered Voter Petition

Name of Chief Petitioner: *Elizabeth Kho*

Name of Chief Petitioner: *Jimmy Kho*

Name of Chief Petitioner:

This party or parties shall be referred to herein as "the Applicant".

3. DESIGNATED CONTACT PERSON:

Name: *Elizabeth Kho*

Title: *Property Owner*

Address: *130 South First Ave. #B*

City: *Arcadia*

State: *CA*

Zip Code: *91006*

Telephone: *(626) 487-2222*

E-Mail: *elizabeth@elizabethkho.com*

The Applicant is requested to notify LAFCO immediately of any changes in the designated contact person.

4. RELATED JURISDICTIONAL CHANGES "Affected Local Agencies" (Cities and/or Special Districts):

a. *City of Monrovia*

Annexation ☒

Detachment ☐

SOI amendment ☒

b. *City of Arcadia*

Annexation ☐

Detachment ☒

SOI amendment ☒

Attach additional sheets if necessary.

- e. Is the affected territory (any territory for which a change of organization, reorganization, or Sphere of Influence change is proposed) within the Sphere of Influence (SOI) of the city or special district into which it is proposed to be annexed? ☐ Yes ☒ No

Note: If the answer is "No," the Applicant must request an SOI amendment (4a-4d, above).

5. LANDOWNERS:

- a. Number of landowners within the affected territory:

- b. If less than 6 landowners, list:

Name: *Elizabeth, Jimmy Kho*

Assessor Parcel Number: *5780-019-011*

Name: *G...*

Name:

Name:

Assessor Parcel Number:

Name:

Assessor Parcel Number:

- c. Do the boundaries of the proposal conform to existing lines of assessment?

☒ Yes

☐ No

If "No," explain:

- d. Does the proposal create any islands or corridors of unincorporated territory?

☐ Yes

☒ No

If "Yes," explain:

- e. Total Assessed Land Value:

\$63,469

Tax Roll Year: *2022/23*

Date: *4/20/2023*

6. REGISTERED VOTERS:

Number of registered voters:

As of:

Note: State Law defines a proposed change of organization or reorganization as either "Uninhabited," in which case there are fewer than 12 registered voters in the affected territory, or "Inhabited" in which case there are 12 or more registered voters.

7. GENERAL INFORMATION:

a. Location of affected territory:

The City of **Arcadia**

or

Unincorporated Territory known as

b. Unified School District(s) name:

Arcadia Unified School District

address: **150 S. 3rd Ave
Arcadia, CA 91006**

c. Elementary School District(s) name:

Arcadia Unified School District

address: **150 S. 3rd Ave
Arcadia, CA 91006**

d. High School District(s) name:

Arcadia Unified School District

address: **150 S. 3rd Ave
Arcadia, CA 91006**

e. Describe the location of the affected territory, including major thoroughfares (freeways, highways, streets, alleys) that border or traverse the territory, natural features (water bodies, mountain ranges, etc.), man-made features (existing development, utility corridors, flood/drainage channels or basins, railroad lines, etc.), and any other characteristics that help identify the affected territory.

The site is an urban site that is completely built out with residential uses. A flood drainage channel is part of the parcels to the rear.

f. Size of affected territory: **.46** ± acres

g. Provide a detailed description of the affected territory and existing land-uses, including, but not limited to: commercial, industrial, multi-family or single-family residential, institutional, active recreational, and/or passive open space.

The area generally is developed with single and multi-family homes. The site specific development is as follows: 5780-019-011- developed with 2 permitted units.

5780-019-008- vacant

5780-019-010- Vacant

- h. Provide a detailed description of the land uses surrounding the affected territory.

Single Family residential

- i. Provide a detailed description of the topography (flat, sloping, mountainous, etc.) of the affected territory.

Flat topography

- j. Provide a detailed description of any natural boundaries (rivers, lakes, streambeds, mountain ranges, etc.) within or adjacent to the affected territory. *None*

- k. Provide a detailed description of any proposed change of use to the affected territory, including any planned development and/or on-going construction. *Land use zoning will change from R-1 to RM 4000 and the site will be developed with five (5) single family homes.*

- l. Provide a detailed description of any flood control facilities (dams, reservoirs, flood control channels, debris basins, catch basins, etc.) within or adjacent to the affected territory. *There is a flood control easement called the Santa Anita Wash located at the rear of the parcel*

- m. Explain why the proposal is necessary: *The proposed development is split between 2 jurisdictions and can't currently be developed with uniform development standard. Therefore the need to reorganize the 3 parcels into one jurisdiction.*

8. POPULATION AND HOUSING:

- a. Current Population: 0 Source: property owner Date: 3/30/23
- b. Proposed Population (if development is proposed): 20
- c. Proximity to existing populated areas:
- d. Likelihood of significant growth in the affected territory within the next 10 years (please circle one):
☐ no growth ☒ modest growth ☐ significant growth
- e. Likelihood of significant growth in adjacent areas within the next 10 years (please circle one):
☒ no growth ☐ modest growth ☐ significant growth

9. GOVERNMENT SERVICES:

"Government services" refers to governmental services, whether or not those services would be provided by the local agency or agencies subject to the proposal. It also includes public facilities necessary to provide those services.

- a. Estimate the present cost and describe the adequacy of government services and controls in the area:
All services for both cities are budgeted there are full and complete public safety, public works, utilities and maintenance services
- b. Estimate the probable future need for government services (including public facilities) or controls in the area:
None at 46 acres the development will be completely serviced with existing development.
- c. If the proposal includes incorporation, formation, or annexation, what will be the effect of this proposal or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the proposed area and adjacent areas? This is a reorganization of 1 parcel.
The property is currently being served with existing service levels. No increased public services are needed.
- d. If, as a result of this proposal, increased service demand exceeds the existing capacity, describe what will be done by the service provider to increase capacity of services: There will be no increased service demands. one parcel will be reorganized from Arcadia into Monrovia. There will not be increased service demands for the city of Monrovia

- e. List any assessments, fees, or other charges to be levied as part of this proposal and/or that may be levied in the near future: *Property may reassessed by LA County Assessor at some point in the future.*
- f. List any Joint Powers Authorities (JPAs) or (equivalent) which may be providing services to the affected territory and/or surrounding territory: *There are none*

10. EFFECTS OF THE PROPOSED ACTION:

- a. What will be the effect of the proposed action on adjacent areas?
None one parcel will change jurisdictions it does not effect the area.
- b. What will be the effect of the proposed action on mutual social and economic interests?
None
- c. What will be the effect of the proposed action on the local governmental structure of the County of Los Angeles?
None
- d. What will be the effect of the alternative action on adjacent areas, on mutual social and economic interests, and the local governmental structure of the County of Los Angeles?
None

e. What will be the effect or impact if the proposed action is denied by LAFCO?

Parcels will be split between 2 jurisdictions and will not be developed uniformly

11. OPEN SPACE LAND CONVERSION:

a. Will the proposal result in the conversion of any open-space lands to other uses?

☐ Yes ☒ No

12. AGRICULTURAL LANDS:

a. Will the proposal have any effect on maintaining the physical and economic integrity of agricultural lands?

☐ Yes ☒ No

b. Is there any Prime Agricultural Land within the affected territory?

☐ Yes ☒ No

c. Is any of the land within the affected territory currently utilized for commercial agricultural purposes?

☐ Yes ☒ No

d. Was any of the land within the affected territory utilized for commercial agricultural purposes within the last ten years?

☐ Yes ☒ No

13. GENERAL PLAN AND ZONING:

a. Existing General Plan land use designation(s): *Residential*

b. Is the proposal consistent with the existing General Plan land use designation?

☒ Yes ☐ No

c. Existing Zoning designation(s): *R-1*

d. Is the proposal consistent with the existing zoning designation?

☒ Yes ☒ No

e. Is the proposal within a Specific Plan?

☐ Yes ☒ No

f. Existing Specific Plan Designation(s):

N/A

g. Is the proposal consistent with the existing Specific Plan designation?

☐ Yes ☒ No *It is not in a Specific Plan*

h. If annexation to a city is proposed, what is the City's General Plan designation of the affected territory?

Residential Medium Density

i. If annexation to a city is proposed, are the existing land-uses consistent with the City's General Plan designation(s)?

☒ Yes ☐ No

j. If annexation to a city is proposed, what is the City's Pre-Zoning designation of the affected territory?

City working on now

k. If annexation to a city is proposed, is the existing zoning consistent with the City's Pre-Zoning designation(s)?

☒ Yes ☐ No

City working on

l. Is the proposal consistent with the most recent Regional Transportation Plan adopted by Southern California Association of Governments?

☒ Yes ☐ No

14. PLAN TO PROVIDE SERVICES:

a. Describe services to be extended to the affected territory:

None

b. Describe the level and range of those services to be provided:

None

c. Describe any improvements or upgrades of structures, roads, sewer, water facilities, or other public facilities associated with this change of organization/reorganization: *None*

d. How will services be financed?

There will be no services provided or financed

15. TIMELY AVAILABILITY OF WATER SUPPLIES:

a. How will the proposal impact the timely availability of water supplies adequate for projected needs?

None water service is already provided

b. For projects involving a proposed change in land use and/or new development – Please provide a recent will-serve letter, water supply analysis, or equivalent, from the water provider(s) (wholesaler, retailer, private water company, etc.) concerning the current adequacy of water supply for the project: *There are no changes in land use. the parcel is already residentially zoned.*

16. REGIONAL HOUSING NEEDS (only for city proposals):

a. Identify how the proposal will affect a city or cities and the County of Los Angeles in achieving their respective fair shares of the regional housing needs, as determined by the Southern California Association of Governments (SCAG):

The reorganization will provide a slightly increased residential density capacity if developed

b. Date of most recent approval by the State Department of Housing and Community Development (HCD) of the City's Housing Element: *2022*

17. ENVIRONMENTAL JUSTICE:

Government Code Section 56668(p) defines environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provisions of public services."

- a. Identify how the proposal will promote environmental justice: *The site will be eligible for 5 detached single family homes which will add much needed housing stock to the area*

18. DISADVANTAGED UNINCORPORATED COMMUNITIES (DUCs):

LAFCO maintains maps of all DUC's within Los Angeles County on the "Disadvantaged Unincorporated Communities" section of LAFCO's website. Please consult these maps to determine if there are DUCs within or adjacent to the affected territory that is the subject of your proposal.

- a. Is the affected territory within a DUC?
☒ NO ☐ YES Give general location of DUC:

- b. Is the affected territory adjacent to a DUC?
☒ NO ☐ YES Give general location of DUC:

19. BONDED INDEBTNESS:

- a. Do the agencies whose boundaries are being changed have any existing bonded debt?
☐ YES ☒ NO
- b. Will the proposal area be liable for payment of its fair share of this existing debt?
☐ YES ☒ NO
- c. In the case of detachment requests, does the detaching agency propose that the subject territory continue to be liable for existing bonded debt?
☒ YES ☐ NO

20. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) Compliance:

a. Check one:

☐
☒
☐
☐

Categorical Exemption / Statutory Exemption
CEQA Guideline Section:
Negative Declaration (ND)
Mitigated Negative Declaration (MND)
Environmental Impact Report (EIR)

b. Identify the Lead Agency which adopted a CEQA clearance for the proposal:

Acadia Monrovia

c. Date Lead Agency adopted the CEQA clearance for the proposal:

Later Date

d. Submit complete copies of CEQA compliance documents.

when approved

e. Submit complete copies of any Notice of Exemption (NOE) or Notice of Determination (NOD).

when approved

21. CITY PLAN FOR MUNICIPAL SERVICES (only for city proposals):

Municipal Service	Current Service Provider	Proposed Service Provider
Animal Control	<i>Pasadena Humane Society / SPCA</i>	
Fire & Emergency Medical	<i>City of Monrovia</i>	
Flood Control	<i>LA County Flood Control District</i>	
Library	<i>City of Monrovia</i>	
Mosquito and Vector Control	<i>San Gabriel Valley Mosquito and Vector Control Dis.</i>	
Park and Recreation	<i>City of Monrovia</i>	
Planning	<i>City of Monrovia</i>	
Police	<i>City of Monrovia</i>	
Road Maintenance	<i>City of Monrovia</i>	
Solid Waste	<i>Athens</i>	
Street Lighting	<i>City of Monrovia</i>	
Water	<i>City of Monrovia</i>	
Wastewater	<i>City of Monrovia</i>	

Animal Control

Describe services to be extended to the affected territory:

None there are no animals onsite

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

No services will be financed

Fire and Emergency Services

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Flood Control

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Library

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Mosquito & Vector Control

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Parks and Recreation

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Planning

Describe services to be extended to the affected territory:

future Prezone services

Describe the level and range of those services to be provided:

Case Application management for prezone

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Police

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Road Maintenance

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Solid Waste Disposal

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Street Lighting

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Water

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

Wastewater

Describe services to be extended to the affected territory:

None

Describe the level and range of those services to be provided:

None

Describe any improvements or upgrades or transfers of facilities:

None

How will services be financed?

None

INDEMNIFICATION / LEGAL DEFENSE

As a condition to the Local Agency Formation Commission for the County of Los Angeles' (LAFCO's) evaluation of the Applicant's proposal, the Applicant and, if different, the Real Party In Interest (i.e., the landowner) ELIZABETH KHO hereby warrant, represent, and agree to defend, indemnify, hold harmless LAFCO and its agents, officers, commissioners, and employees from any claim, action, or proceeding against LAFCO or its agents, officers, commissioners, and employees, relating to or arising out of LAFCO's evaluation or processing of the proposal, including, but not limited to, any action to attack, set aside, void, annul, enjoin, or compel LAFCO's approval, disapproval, evaluation, or processing of the proposal, which indemnification obligation includes, but is not limited to, Applicant/Real Party In Interest being required to pay for any costs and reasonable attorneys' fees incurred or anticipated to be incurred by LAFCO in connection with any such action. This indemnification obligation shall not include intentional or willful misconduct on the part of LAFCO, but shall include passive and/or concurrent active negligence by LAFCO. Applicant/Real Party In Interest agree that LAFCO has the right to appoint its own counsel for its defense and conduct its own defense in the manner it deems in its best interest, and that such actions will not relieve or limit Applicant's/Real Party In Interest's obligations to indemnify and reimburse defense costs. At the discretion of the Executive Officer, a deposit or deposits of funds by the Applicant may be required in an amount or amounts sufficient to cover any anticipated or incurred litigation costs.

PROPOSAL CERTIFICATION

By my signature below, I hereby certify my understanding that:

- I/We are authorized to make these certifications and file this Proposal with LAFCO on behalf our city, special district, corporation, landowner, and/or other party filing said Proposal, and I/we will provide written evidence of same to LAFCO upon request.
- It is the responsibility of the Applicant to substantiate this Proposal.
- There is no guarantee, expressed or implied, that any Proposal will be approved by LAFCO.
- Each matter must be carefully evaluated by LAFCO staff.
- LAFCO staff's recommendation may change during the course of the review based on the information presented.
- A public hearing may be required, the proposal may be subject to a "protest" process, and the proposal may be subject to an election.
- The environmental review (pursuant to the California Environmental Quality Act) associated with the submittal of this application is preliminary, and, after further evaluation, additional information, reports, studies, applications, and/or fees may be required.
- The required map and geographic description must conform to the "Instructions of Completing Maps and Geographic Descriptions," to the satisfaction of the Executive Officer.
- If my proposal is denied, I am/We are not entitled to any refund of fees paid.
- Submitting inaccurate or incomplete information may result in delays or denial of my Proposal.
- The information I have provided in this Proposal, including all attachments and supplemental information provided, is accurate and correct to the best of my knowledge, subject to penalty of perjury.
- This proposal will not be scheduled for consideration by the Commission (LAFCO) until all required documents are provided, to the satisfaction of the Executive Officer.
- I/We have reviewed and agree to the Indemnification/Legal Defense terms, above.

I have read and understand the foregoing, and agree to the submittal of this Proposal.

APPLICANT

Elizabeth KHD
Signature/Date

ELIZABETH KHD
Name of Applicant

Name & Position of Person Signing
(if different from Applicant)

REAL PARTY IN INTEREST

Elizabeth KHD 1/12/15/2022
Signature/Date

ELIZABETH KHD
Name of Real Party In Interest

Name & Position of Person Signing
(if different from Real Party In Interest)

EXHIBIT "A"
REORGANIZATION NO. 2023-02
TO THE CITY OF MONROVIA
GEOGRAPHIC DESCRIPTION

A PORTION OF LOT 84 OF TRACT NO. 808, PER MAP BOOK 16, PAGE 82 AND 83, OF MAPS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALSO BEING A PORTION OF LOT 135 ON THE ARCADIA ACREAGE TRACT, PER MAP BOOK 10, PAGE 18, O.R. IN SAID COUNTY, SAID STATE, IN THE RANCHO SANTA ANITA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 10TH AVENUE AND THE NORTHERLY RIGHT OF WAY OF EL NORTE AVENUE, 60.00 FEET WIDE, ALSO BEING THE EXISTING CITY OF MONROVIA BOUNDARY;

THENCE, SOUTHERLY ALONG SAID CENTERLINE, (1) SOUTH 00°00'00" EAST, A DISTANCE OF 45.17 FEET;

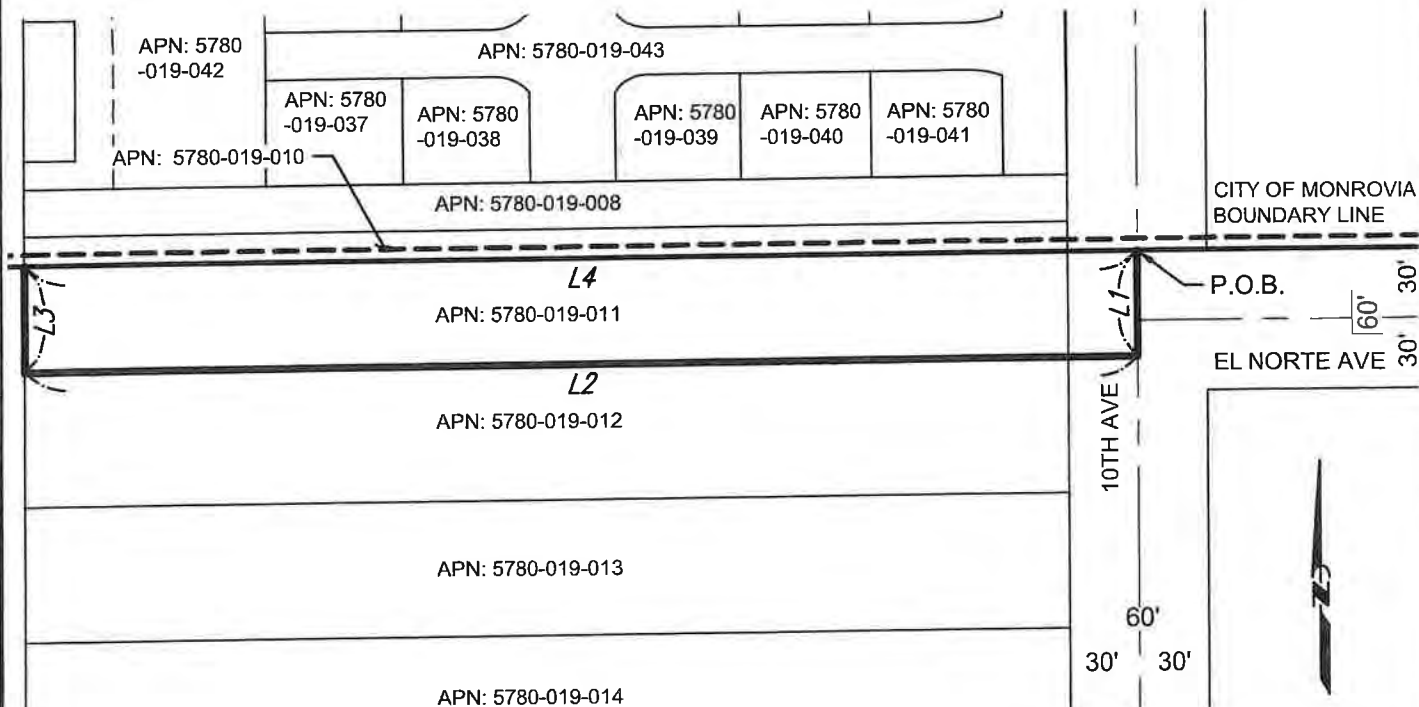
THENCE, (2) SOUTH 89°36'00" WEST, A DISTANCE OF 470.92 FEET TO THE WESTERLY LINE OF SAID LOT 84;

THENCE, NORTHERLY ALONG SAID WESTERLY LINE, (3) NORTH 00°00'00" EAST, A DISTANCE OF 45.17 FEET TO THE SAID EXISTING BOUNDARY;

THENCE, EASTERLY ALONG SAID BOUNDARY, (4) NORTH 89°36'00" EAST, A DISTANCE OF 470.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.46 ACRES OF LAND, MORE OR LESS.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS A THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

EXHIBIT "B"
REORGANIZATION NO. 2023-02
TO THE CITY OF MONROVIA
BEING A PORTION OF THE RANCHO SANTA ANITA



LEGEND

P.O.B. POINT OF BEGINNING
T.P.O.B. TRUE POINT OF BEGINNING

--- EXISTING CITY OF MONROVIA BOUNDARY
— PROPOSED CITY OF MONROVIA BOUNDARY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	45.17'
L2	S89°36'00"W	470.92'
L3	N0°00'00"E	45.17'
L4	N89°36'00"E	470.92'

0.46 ACRES



VICINITY MAP
N.T.S.

DISCLAIMER:
"FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED."

APN: 5780-019-011	LAFCO RESOLUTION NO:	ACREAGE: 0.46	DATE: 3/28/23	SCALE: 1" = 80'
MONROVIA REORGANIZATION NO. 2023-02 BEING A PORTION OF THE RANCHO SANTA ANITA		PREPARED BY: 87 N. Raymond Ave., Ste 300 Pasadena, CA 91103 Office: 626-486-2555 Fax: 626-486-2556		



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7511 AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR EMERGENCY STREET REPAIRS ON SUNSET BOULEVARD BETWEEN PORTOLA DRIVE AND BALBOA DRIVE IN THE AMOUNT OF \$93,658, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING A PURCHASE ORDER WITH MISSION PAVING AND SEALING, INC. FOR EMERGENCY STREET REPAIRS ON SUNSET BOULEVARD BETWEEN PORTOLA DRIVE AND BALBOA DRIVE IN THE AMOUNT OF \$93,658

CEQA: Exempt

Recommendation: Adopt and Approve

SUMMARY

Due to a water main break on Sunset Boulevard between Portola Drive and Balboa Drive, the Public Works Services Department ("PWSD") issued an emergency purchase order with Mission Paving and Sealing, Inc. for emergency street repairs.

It is recommended that the City Council adopt Resolution No. 7511 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for emergency street repairs on Sunset Boulevard between Portola Drive and Balboa Drive in the amount of \$93,658, offset by a reduction in the General Fund Reserve; and approving a purchase order with Mission Paving and Sealing, Inc. for emergency street repairs on Sunset Boulevard between Portola Drive and Balboa Drive in the amount of \$93,658.

BACKGROUND

On May 20, 2023, The PWSD responded to a report of a water main break on Sunset Boulevard between Portola Drive and Balboa Drive. Public Works crews were able to repair the water main and restore water to the affected property owners. However, due to

street damage that occurred from the water main break, Sunset Boulevard between Portola Drive and Balboa Drive was closed to vehicle traffic.

DISCUSSION

Upon inspection of Sunset Boulevard, it was determined that portions of the street section sustained major damage from the water main break, and it was unsafe for through traffic. Although access was allowed for residents, the street could not be re-opened to the public until repairs were made. To accelerate the necessary street repairs, the PWSD issued an emergency Purchase Order to Mission Paving and Sealing, Inc. in the amount of \$93,658. The repairs began on Friday, June 2, 2023, and included removing and replacing damaged curb and gutter, sidewalk, removing and properly disposing of damaged asphalt, scarifying and compacting the area, and placing new asphalt paving.

Under City Code Section 2846.1, a purchase order could be issued without complying with normal bidding procedures when an emergency situation occurs. For projects of more than \$30,000, a report on the emergency and work performed shall be provided at the next regular meeting of the City Council. Based on the factors identified above, the City Manager determined an emergency situation occurred and that any delay in the street repairs presented a safety hazard. As a result, the PWSD issued an emergency purchase order to Mission Paving and Sealing, Inc. in the amount of \$93,658. The purpose of this agenda item is to comply with the requirements to inform the City Council at the next regular meeting and ratify the purchase order.

ENVIRONMENTAL ANALYSIS

This project is a Class 1 exemption pursuant to California Environmental Quality Act ("CEQA") Section 15301 Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

FISCAL IMPACT

The total cost to repair Sunset Boulevard between Portola Drive and Balboa Drive was \$93,658 and was not budgeted as part of the Fiscal Year 2022-23 Capital Improvement Budget. An appropriation of \$93,658 from the General Fund Reserve is being requested. The General Fund Reserve exists to address emergencies such as this and sufficient funds are available to cover this request.

Reso No. 7511 Approve the Purchase Order with
Mission Paving and Sealing, Inc.
June 20, 2023
Page 3 of 3

RECOMMENDATION

It is recommended the City Council determine that this project is a Class 1 exemption under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7511 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for emergency street repairs on Sunset Boulevard between Portola Drive and Balboa Drive in the amount of \$93,658, offset by a reduction in the General Fund Reserve; and approving a Purchase Order with Mission Paving and Sealing, Inc. for emergency street repairs on Sunset Boulevard between Portola Drive and Balboa Drive in the amount of \$93,658.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7511

RESOLUTION NO. 7511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR EMERGENCY STREET REPAIRS ON SUNSET BOULEVARD BETWEEN PORTOLA DRIVE AND BALBOA DRIVE IN THE AMOUNT OF \$93,658, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE

WHEREAS, On May 20, 2023, The Public Works Services Department responded to a report of a water main break on Sunset Boulevard (between Portola Drive and Balboa Drive); and

WHEREAS, it was determined that portions of the street section sustained major damage from the water main break, and it was unsafe for through traffic; and

WHEREAS, the street could not be re-opened until repairs were made; and

WHEREAS, Under City Code Section 2846.1, a purchase order could be issued without complying with normal bidding procedures when an emergency situation occurs.

WHEREAS, in an effort to have the street repairs completed as soon as possible, the PWSD issued an emergency PO to Mission Paving and Sealing, Inc. in the amount of \$93,658; and

WHEREAS, the repairs included removing and replacing damaged curb and sidewalk, removing and properly disposing of damaged asphalt, scarifying and compacting the area, and placing new asphalt paving; and

WHEREAS, the total cost to repair Sunset Boulevard between Portola Drive and Balboa Drive was \$93,658 and was not budgeted as part of the Fiscal Year 2022-23 Capital Improvement Budget; and

WHEREAS, An appropriation of \$93,658 from the General Reserve Fund is being requested; and

WHEREAS, The General Reserve Fund exists to address emergencies such as this; and

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

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

SECTION 1. The sum of Ninety-three Thousand Six Hundred fifty-eight Dollars (\$93,658) is hereby appropriated in the FY22-23 Capital Improvement Program Budget, offset with an equal reduction in the General Reserve Fund.

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

[SIGNATURES ON THE NEXT PAGE]

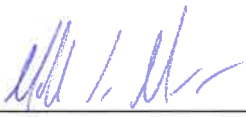
Passed, approved and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Michael Kwok, Associate Civil Engineer

SUBJECT: RESOLUTION NO. 7512 AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE MISCELLANEOUS SEWER MAIN REPAIR PROJECT IN THE AMOUNT OF \$10,800, OFFSET BY A REDUCTION IN THE SEWER RESERVE FUND; AND ACCEPTING ALL WORK PERFORMED BY BONADIMAN WATER INC. FOR THE MISCELLANEOUS SEWER MAIN REPAIR PROJECT AS COMPLETE

CEQA: Exempt

Recommendation: Adopt and Approve

SUMMARY

On December 20, 2022, the City Council approved a contract with Bonadiman Water, Inc. in the amount of \$118,100 for the Miscellaneous Sewer Main Repair Project. The terms and conditions of this project have been met and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$128,900. This amount reflects the original contract amount of \$118,100 plus changes totaling \$10,800, or 9.1% more than the original contract amount.

It is recommended that the City Council adopt Resolution No. 7512 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Miscellaneous Sewer Main Repair Project in the amount of \$10,800, offset by a reduction in the Sewer Reserve Fund, and accepting all work performed by Bonadiman Water Inc. for the Miscellaneous Sewer Main Repair Project as complete; and authorizing final payment to be made in accordance with the contract documents, subject to the retention of \$6,445.

BACKGROUND

In 2006, the State Water Resources Control Board ("SWRCB") adopted the Waste Discharge Requirement Program for all publicly-owned sanitary sewer collection systems

in California with more than one mile of sewer pipeline. Under this program, the City is required to prepare and implement a Sewer System Management Plan ("SSMP"). The SSMP identifies routine and preventative operation and maintenance activities and preventative maintenance actions such as regular visual and CCTV inspections of manholes and sewer pipes. CCTV inspections provide evidence of the cleaning and maintenance that is performed as part of the SSMP as well as a record of the condition of the sewer mains and identification of deficiencies or sections requiring repair. The results of these inspections are reviewed and used to prioritize and prepare projects to repair damaged sewer pipe segments.

On December 20, 2022, the City Council approved a contract with Bonadiman Water, Inc. for the Miscellaneous Sewer Main Repair Project. The work performed included repairing sewer mains on Colorado Street and at the intersection of Foothill Boulevard and Baldwin Avenue. In addition, six damaged manholes at the following locations were repaired:

- Lemon Avenue;
- Lower Azusa Road;
- Highland Oaks Drive (two locations);
- Singing Wood Drive; and
- Loma Lisa Lane.

DISCUSSION

During construction, it was determined that additional work was needed to remove existing concrete surrounding the sewer pipe. Staff also found that CCTV inspections could be removed from the contractor's scope of work and be more efficiently performed by City staff. Below is a breakdown of total contract change orders.

CCO	Description	Amount
1.	Added (1 LS) – Remove concrete encasement around sewer pipe	\$11,800
2.	Deleted (1 LS) – Provide CCTV inspection of mainline repair locations	(\$1,000)
	Total:	\$10,800

The change orders listed above increased the overall contract amount by \$10,800, or 9.1% more than the original contract amount. A supplemental budget appropriation is being requested to cover the cost of the change orders.

The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. Bonadiman Water, Inc. completed the work as defined by the City's specifications in an efficient and timely manner.

FISCAL IMPACT

Funds in the amount of \$100,000 were budgeted in the Fiscal Year 2022-23 Capital Improvement Program for the Miscellaneous Sewer Main Repair Project. On December 20, 2022, the City Council adopted Resolution No. 7474, which authorized a supplemental budget appropriation for the Miscellaneous Sewer Main Repair Project in the amount of \$18,100. A 10% contingency was not included with the budget appropriation request. Project change orders were undertaken to proceed with the removal of existing concrete surrounding the sewer pipe and perform the necessary work, which resulted in higher costs than the original scope of work.

The total construction cost for this project is \$128,900. This amount reflects the contract amount of \$118,100 plus change orders totaling \$10,800, or 9.1% more than the contract amount. A supplemental budget appropriation in the amount of \$10,800, offset by a reduction in the Sewer Reserve Fund is being requested to cover the cost of the change orders.

ENVIRONMENTAL ANALYSIS

This project involves the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualifies as a Class 2 categorical exemption per 15302(c) of the California Environmental Quality Act.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7512 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Miscellaneous Sewer Main Repair Project in the amount of \$10,800, offset by a reduction in the Sewer Reserve Fund, and accepting all work performed by Bonadiman Water Inc. for the Miscellaneous Sewer Main Repair Project as complete; and authorizing final payment to be made in accordance with the contract documents, subject to the retention of \$6,445.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7512

RESOLUTION NO. 7512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE MISCELLANEOUS SEWER MAIN REPAIR PROJECT IN THE AMOUNT OF \$10,800, OFFSET BY A REDUCTION IN THE SEWER RESERVE FUND

WHEREAS, the Fiscal Year 2022-23 Capital Improvement Program includes funding for the Miscellaneous Sewer Main Repair Project; and

WHEREAS, the State Water Resources Control Board ("SWRCB") adopted the Waste Discharge Requirement Program for all public owned sanitary sewer collection systems in California which requires the preparation and implementation of a Sewer System Management Plan ("SSMP"); and

WHEREAS, the SSMP identifies routine and preventative operation and maintenance activities and preventative maintenance actions such as regular visual and CCTV inspections of manholes and sewer pipes; and

WHEREAS, the results of these inspections identified that the sewer main on Foothill Boulevard and Colorado Boulevard are in need of repair, and

WHEREAS, the CCTV inspections also found that six manholes are damaged and in need of repair; and

WHEREAS, it was determined that additional work was needed and change orders were made during the project; and

WHEREAS, the change orders increased the overall contract amount by \$10,800, or 9.1% more than the original contract amount; and

WHEREAS, the total amount of \$118,100 was approved for the Miscellaneous Sewer Main Repair Project; and

WHEREAS, an appropriation in the amount of \$10,800 is needed for the change orders to the Miscellaneous Sewer Main Repair Project; and

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

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

SECTION 1. The sum of Ten Thousand Eight Hundred Dollars (\$10,800) is hereby appropriated in the FY22-23 Capital Improvement Program Budget, offset with an equal reduction in the Sewer Reserve Fund.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Development Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7513 APPROVING CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") AND AUTHORIZING THE CITY MANAGER TO SIGN A COOPERATION AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ("LACDA")
CEQA: Not a Project
Recommended Action: Adopt

SUMMARY

Every three years, the County of Los Angeles must re-qualify with the U.S. Department of Housing and Urban Development ("HUD") for entitlement status as an Urban County so that they can participate in the Los Angeles Urban County Community Development Block Grant ("CDBG") Program. The City currently has an active Participating City Cooperation Agreement signed with the Los Angeles County Development Authority ("LACDA") to participate in the CDBG Program. The current agreement is for the period of July 1, 2021, through June 30, 2024, and calls for automatic renewals thereafter. The County is no longer allowing the automatic renewal process, and has required that all participating agencies adopt a new Resolution before July 14 this year signifying continued participation in the program for the term of July 1, 2024, through June 30, 2027.

It is recommended that the City Council adopt Resolution No. 7513 to approve the continuation of the City's participation in the Los Angeles Urban County CDBG Program and authorize the City Manager to sign a Cooperation Agreement with LACDA.

BACKGROUND

For over 40 years, the City of Arcadia has been a participant in the CDBG Program. CDBG funds are allocated by the U.S. Department of Housing and Urban Development ("HUD") with Los Angeles County administering the Urban County CDBG Program. The primary objective of the CDBG program is to provide assistance to low-and-moderate-income families with community development and housing assistance activities. Each year the City receives approximately \$300,000 in CDBG funding. These funds support

the City's Home Improvement Program, Senior Meals Program, and Information Referral for Seniors Program.

Every three years, the County must re-qualify with the HUD for entitlement status as an Urban County so that they can participate in the CDBG program. In order for the City to continue participating in the CDBG Program for the new qualification period, the City Council must adopt a new Resolution before July 14 of this year confirming continued participation in the program for the term of July 1, 2024, through June 30, 2027.

DISCUSSION

There are two ways the City can receive CDBG funding: 1) As a sub grantee participating in the Los Angeles Urban County Program where the County acts as the grantee, and 2) As an entitlement jurisdiction with a population of 50,000 people or more, the City can receive CDBG funding directly from HUD. Over the years, the City has explored the possibility of moving to receiving this funding directly from HUD, but it has never proven to be cost effective. The majority of the cities that have become entitlement jurisdictions and receive CDBG funding directly from HUD have a population well over 200,000 and receive CDBG funding of at least double that of Arcadia. Although the County does charge administration fees, the relationship with the Los Angeles County CDBG Program has worked well for the City.

By participating in the Urban County CDBG Program, the monthly and annual reporting of compliance with HUD regulations is handled by LACDA. Given the relatively small amount of program funding received, it is considered more cost-effective to utilize LACDA to serve this function rather than hire additional City staff or use the City's CDBG consultant for this purpose. The continued participation in the County Program will ensure a seamless provision of services. As such, continued participation in the Los Angeles Urban County CDBG Program through approval of an updated Cooperation Agreement with LACDA is recommended; the current Agreement is attached to the Staff Report. The Agreement includes a clause that allows for automatic renewals after June 30, 2024. However, the County no longer allows the automatic renewal process and has required that a new resolution be adopted reflecting the new dates. If the City Council approves the recommended action, the City Manager will be authorized to sign the subsequent Cooperation Agreement for 2024-2027.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The total amount of funding the City programs each year in CDBG funds is approximately \$300,000. There is no significant fiscal impact to the City to implement the CDBG programs as all funding comes from HUD. If the City does not submit a new Resolution and sign the Cooperative Agreement, these funds will not be submitted to Arcadia and the City would have to identify alternative funding sources to support the Home Improvement Program, Senior Meals Program, and Information Referral for Seniors Program.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7513 approving continued participation in the Los Angeles Urban County Community Development Block Grant Program ("CDBG") and authorizing the City Manager to sign a Cooperation Agreement with the Los Angeles County Development Authority ("LACDA").

Approved:


Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7513
LACDA Cooperation Agreement (2021-2024)

RESOLUTION NO. 7513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA APPROVING CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") AND AUTHORIZING THE CITY MANAGER TO SIGN A COOPERATION AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ("LACDA")

WHEREAS, the City of Arcadia desires to participate in the Los Angeles Urban County Program for Community Development Block Grant ("CDBG") funds, in the County's Consolidated Plan for Fiscal Years 2024-2026, commencing on July 1, 2024 and through June 30, 2027; and

WHEREAS, on May 19, 2020, the City Council adopted Resolution No. 7307, approving a Cooperation Agreement between the City of Arcadia and the County of Los Angeles, confirming the City's continued participation in the CDBG program for the period of July 1, 2021 through June 30, 2024;

WHEREAS, the City authorizes the execution of a new Cooperation Agreement with the County of Los Angeles in order to receive CDBG funds for the period of July 1, 2024 and through June 30, 2027;

WHEREAS, adoption of Resolution No. 7513 will supersede Resolution No. 7307; NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council adopts and approves its participation in the Los Angeles County Urban County Program and receiving CDBG funds, and execution of the Cooperation Agreement between the City of Arcadia and the County of Los Angeles, for the time period of July 1, 2024, through June 30, 2027.

SECTION 2. The City Council authorizes the City Manager, or his/her designee, to execute the Cooperation Agreement, any and all related documents necessary, for participation in the Los Angeles Urban County Program on behalf of the City of Arcadia.

Passed, approved and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This Agreement is being entered into on this 18th day of June 2020, to be effective on the 1st day of July 2021, by and between the City of Arcadia, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2024. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County, or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Los Angeles County Development Authority, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program, the HOME Program and the ESG Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2021**, the beginning date of the first year of the new Urban County Qualification Period, which will end on **June 30, 2024**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Towards the end of the three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to

HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Urban County's certification under Section 104 (b) of Title I of the Act, as amended, regarding Title VI of the Civil Rights Act of 1964; the Fair Housing Act and affirmatively furthering fair housing as cited in 24 CFR 91.225(a); Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, and all other applicable laws and regulations.

Urban County funding is prohibited for activities in, or in support of, any City that does not affirmatively further fair housing within its local jurisdiction or that impedes the County's action to comply with the Fair Housing Certification.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in

exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the Housing and Community Act of 1974.

12. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
13. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
14. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
15. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
16. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
17. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

such non-violent civil rights demonstrations within its jurisdiction.

18. The City shall provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i The dangers of drug abuse in the workplace;
 - ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 18.
 - d. Notifying the employee in the statement required by paragraph "a" of this Section 18 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
 - i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 18 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
 - f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 18, with respect to any employee who is so convicted:
 - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

Rehabilitation Act of 1973, as amended; or

- ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 18.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: Behnaz Tashakorian
Deputy County Counsel

June 15, 2020
Date

COUNTY OF LOS ANGELES

By Emilio Salas
EMILIO SALAS
Acting Executive Director
Los Angeles County Development Authority

CITY OF ARCADIA

By Dominic Lazzaretto
MAYOR OR DESIGNEE
Dominic Lazzaretto
City Manager

ATTEST:

City Clerk

By Michelle Spr Deputy City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM:

By Behnaz Tashakorian
Deputy

By Stephen P. Deutsch
City Attorney



STAFF REPORT

Office of the City Manager

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7515 AMENDING RESOLUTION NO. 7383 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2021, THROUGH JUNE 30, 2024 (COMMUNICATION AND ENGAGEMENT OFFICER)
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

A staffing vacancy in the City Manager's Office provided an opportunity for a closer inspection of community needs and organizational priorities. After several months of evaluation and reassessment, the City Manager is proposing to create a new classification of Communication and Engagement Officer in place of the former Senior Management Analyst position in the City Manager's Office.

As operational needs have evolved, a Communication and Engagement Officer will allow the City to hire an experienced communications professional that understands how to engage and connect with the entire community. The Communication and Engagement Officer position will be set at a salary range of 72M in the Management Salary Schedule; this salary was included in the adopted Fiscal Year 2022-23 Budget. It is recommended that the City Council adopt Resolution No. 7515 establishing compensation and related benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (Communication and Engagement Officer).

BACKGROUND

Over the past few years, the City Manager's Office has employed a variety of positions to meet the communication and marketing needs of the organization. More recently, the focus on communication has evolved and now includes engagement of residents and businesses to foster trust and build deep connections with the community.

Until early 2023, the City Manager's Office had one full-time equivalent ("FTE") Senior Management Analyst that was assigned to coordinating the City's communication outlets like its social media channels, website, monthly Hot Sheet, and quarterly newsletter among other areas. With the Senior Management Analyst position vacated in January 2023, existing roles and needs have been evaluated and the Senior Management Analyst classification does not allow for the specialization and expertise that is needed. When comparing the job duties and responsibilities of the Senior Management Analyst with the City's desire to improve its communication and engagement outcomes, the City has more specialized needs that are not reflected in the job duties and qualifications of the Senior Management Analyst position.

The City maintains several Management Analyst/Senior Management Analyst positions throughout various departments. The Senior Management Analyst role can be described as a generalist position that performs high-level analytical work and project management duties. Across several departments, the Management Analyst/Senior Management Analyst role may also undertake communication-related duties to help meet departmental objectives; however, to achieve a comprehensive and coordinated approach to communications and engagement, an in-house expert is needed to help facilitate Citywide objectives. The Senior Management Analyst role would be replaced by the proposed Communication and Engagement Officer, with no additional FTE requested.

DISCUSSION

The primary function of the Communication and Engagement Officer will be in support of Citywide internal and external communications, marketing, and branding strategies, including media relations and public outreach. This role will have specific responsibilities that include central oversight and management of the City's social media accounts and website as well as cultivating relationships with the media to help market and promote Arcadia as a premier community. The Communication and Engagement Officer will serve to provide information to the public, especially during emergency events and critical incident response. This role will help improve communication by collaborating with departments to produce content that resonates with our audience and helps tell Arcadia's story.

Overall, establishing a new classification allows the City to effectively capture a heightened focus on community engagement and reflect the shift in how Arcadia seeks to approach communication, transitioning from one-way messaging to building an ongoing, two-way dialogue with community members. The proposed classification creates a role to specifically address the emerging needs of a diverse community, focusing on language access, transparency, and public involvement.

As part of this analysis, it is recommended that a new classification is established as opposed to modifying an existing classification that shares only a fraction of the

responsibilities. As a result of the increasingly complex duties, it is also recommended to add minimum qualifications that require a communications, marketing, or journalism degree, and at least three years of prior experience in a related field.

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

Based on the compensation study undertaken by the Human Resources Division, it is recommended that the salary range for the Communication and Engagement Officer be set at 72M (\$7,426 to \$9,275/month). Staff surveyed 11 comparative municipalities and believes 72M is a reasonable and competitive rate for the Communication and Engagement Officer position.

The proposed new classification specification will not have a fiscal impact aside from some small (less than \$2,000) one-time costs that are incurred with any new hire and will be handled within existing budgets. In the City Manager’s Office, the budget for the Senior Management Analyst role is the same as the Communication and Engagement Officer, so no additional funding is being requested.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7515 establishing compensation and related benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (Communication and Engagement Officer).

Attachments: Resolution No. 7515
Resolution No. 7383 (Fringe Benefit Resolution Attached)
Proposed classification specification for Communication and
Engagement Officer

RESOLUTION NO. 7515

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

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

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

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

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

SECTION 1. Effective upon adoption of this Resolution, the Executive Management, Management, and Unrepresented Confidential Employee Monthly Salary Schedule is amended by adding the position of Communication and Engagement Officer in Salary Range No. 72M as set forth in Exhibit "A" attached hereto.

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

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

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

Passed, approved, and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2022 - JUNE 30, 2023
MANAGEMENT - 3.0% COLA
Revised Salary Range Effective December 20, 2022¹

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

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

Revised Salary Range Effective December 20, 2022¹

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
80M	Fire Marshal	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301
81M		\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585
82M	Economic Development Manager	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873
83M		\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172
84M		\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475
85M	Building Official ¹ City Engineer ¹	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788
86M	Financial Services Manager/Treasurer Human Resources Administrator	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106
87M	Deputy City Manager Deputy Public Works Services Director	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432
88M		\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766
89M	Deputy Development Services Director ¹	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113
90M		\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465
91M		\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828

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

Revised Salary Range Effective December 20, 2022¹

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

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

Revised Salary Range Effective December 20, 2022¹

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
80M	Fire Marshal	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753
81M		\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048
82M	Economic Development Manager	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348
83M		\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659
84M		\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974
85M	Building Official ¹ City Engineer ¹	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300
86M	Financial Services Manager/Treasurer Human Resources Administrator	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630
87M	Deputy City Manager Deputy Public Works Services Director	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969
88M		\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317
89M	Deputy Development Services Director ¹	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678
90M		\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044
91M		\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421

RESOLUTION NO. 7383

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

Mayor of the City of Arcadia

ATTEST:

City Clerk of the City of Arcadia

APPROVED AS TO FORM:

Stephen P. Deutsch

Stephen P. Deutsch
City Attorney

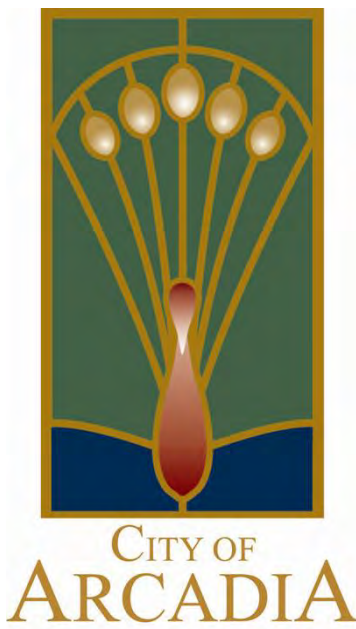
Stephen P. Deutsch

Stephen P. Deutsch

CITY OF ARCADIA

FRINGE BENEFITS RESOLUTION

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



JULY 1, 2021 – JUNE 30, 2024

Contents

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

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

SECTION 1. PURPOSE

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

SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. COMPENSATION

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

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

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

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

SECTION 4. SALARY STEP ADVANCEMENT

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

A Step to C Step: 6 months

All other Steps: 12 months

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

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

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

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

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

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

SECTION 5. PROMOTIONAL STEP ADVANCEMENT

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

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

SECTION 6. OVERTIME

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

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

SECTION 7. RETIREMENT

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
 - b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.
- D. City Council, Executive, and Management Employees shall have access to the City's established 457 Deferred Compensation Program and the IRC 401(a) defined contribution plan. All administration costs associated with the 401(a) plan shall be paid by the City.

SECTION 8. SPECIAL ASSIGNMENT PAY

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

SECTION 9. LONGEVITY PAY

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

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

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

SECTION 10. ACTING PAY

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

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

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

SECTION 11. TUITION ADVANCEMENT/REIMBURSEMENT

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

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

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

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

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

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

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

SECTION 12. UNIFORMS

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

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

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

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

SECTION 13. AUTO ALLOWANCE

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

SECTION 14. MILEAGE REIMBURSEMENT

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

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

A. EMPLOYEES HIRED BEFORE JULY 1, 2021

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

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

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

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

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

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

- f. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and/or adoption certificates.
5. Circumstances Under Which An Employee Hired Before 7/1/2021, Can Receive Cash in Lieu of City Coverage:

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

B. EMPLOYEES HIRED ON OR AFTER JULY 2, 2021

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

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

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

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

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

SECTION 16. LIFE INSURANCE

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

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

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

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

SECTION 17. LONG TERM DISABILITY INSURANCE

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

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

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

SECTION 18. RETIREE HEALTH INSURANCE

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

Program Description

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

Premium Payment

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

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

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

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

Eligibility Requirements

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

1. **Executive Management Employees** who retire from the City on a service, disability, or industrial disability retirement must have a minimum of 15 years of public service, of which at least 5 continuous years of service are with the City of Arcadia.
2. **Management and Confidential Employees** who retire on a service, disability, or industrial disability retirement must have a minimum of 1,000 hours of accumulated sick leave at the date of retirement, except for Fire Safety Management Employees, who shall have a minimum of 1,500 hours.

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

- i. The Employee must have reached age 55 (50 for Fire Safety Management). This requirement is not applicable if the Employee is retiring due to disability or industrial disability retirement; and
- ii. The Employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
- iii. The Employee would be limited to purchasing a maximum of 350 hours of sick leave (525 hours for Fire Safety Management) provided, however, upon verification of information from a qualified medical provider that an Employee has substantially depleted the Employee’s sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the Employee or a family dependent living in the Employee’s household, this purchase limitation of 350 hours will be excused.

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

B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

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

SECTION 19. PHYSICAL EXAMINATIONS – MANAGEMENT

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

SECTION 20. LEAVES OF ABSENCE

A. MISCELLANEOUS LEAVES OF ABSENCE

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

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

B. Family Care and Medical Leaves

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

SECTION 21. VACATION ACCRUAL RATE

A. MISCELLANEOUS EXECUTIVE MANAGEMENT

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

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

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

C. SAFETY EXECUTIVE AND POLICE MANAGEMENT AND DEPUTY FIRE CHIEF

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

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

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

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

D. MISCELLANEOUS MANAGEMENT & UNREPRESENTED CONF. EMPLOYEES

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

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

D. BATTALION CHIEFS

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

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

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

SECTION 22. VACATION LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

Management Employees assigned to a 40-hour workweek

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

Management Employees assigned to a 56-hour workweek

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

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

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

SECTION 24. BEREAVEMENT LEAVE

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

SECTION 25. MANAGEMENT LEAVE

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

SECTION 26. WORKERS' COMPENSATION

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

SECTION 27. JURY LEAVE

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

SECTION 28. COURT WITNESS LEAVE

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

SECTION 29. MILITARY LEAVE

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

SECTION 30. LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY

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

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

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

SECTION 31. LEAVE DEDUCTIONS

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

SECTION 32. HOLIDAYS

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

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

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

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

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

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

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

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

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

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

SECTION 33. SEVERANCE PAY

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

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

SECTION 34. WORKDAY SCHEDULES

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

SECTION 35. Y-RATING – MANAGEMENT EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 37. FRINGE BENEFITS – ELIGIBILITY

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

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

SECTION 38. AMENDMENTS

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

SECTION 39. CERTIFICATION – ADOPTION OF RESOLUTION

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

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

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

SAFETY EXECUTIVE MANAGEMENT - 3.0% COLA

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

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

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

SAFETY EXECUTIVE MANAGEMENT - 4.0% COLA

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

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

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

SAFETY EXECUTIVE MANAGEMENT - 5.0% COLA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ARCADIA
COMMUNICATION AND ENGAGEMENT OFFICER

DEFINITION

Under general direction, perform a variety of professional and technical duties in support of Citywide marketing and promotion programs; may perform some video production duties to include simple recording and simple broadcasting; create, manage, and maintain consistency in branding and marketing across all communication platforms used by the City, including graphic design, social media, website content, promotional material, media placement, special projects, and departmental requests; develop and implement communication and marketing strategies for the City to maintain and further develop positive relations with the public and emphasize timely, accurate information to the public, media, and other stakeholders; coordinate and participate in advertisement for City functions and events; interact with the public, staff, elected officials, and stakeholders; perform other duties as assigned.

SUPERVISION EXERCISED

May exercise direct supervision over lower-level staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Represent the City's Public Information Officer in their absence.

Assist in development and implementation of both internal and external communication, marketing and branding strategies, media relations, and public outreach campaigns.

Develop and facilitate the implementation of a social media strategy for the City and its various departments; develop a consistent look, feel, voice, style, message, and brand for all City publications.

Create, implement, and maintain the City's web content strategy, including moderation of website users, which may include collaboration with other City departments.

Monitor and manage the content of the City's social media accounts to ensure relevant content is covered and that information is accurate, develop plans regarding frequency of the postings, and respond, if necessary, to public comments.

Develop strategies to continue focusing on transparency and language access; collaborate with other City departments to share departmental mission, activities, and initiatives.

Manage media relations by cultivating positive relationships with media partners.

Lead, plan, design, produce, and implement communication plans that may include social media, videos, marketing plans, public relations, communications, outreach campaigns, and graphic design production in print and digital media including the use of design applications such as Adobe Creative Suite and Canva.

Plan and coordinate press conferences and other media engagements including pitching stories, writing speeches, and generating quotes; may serve as the main point of contact for calls related to press releases.

As needed, provide after-hours response and attend events for major incidents or developing issues including press conference facilitation and media management.

Participate in and support the City's Emergency Operations Center (EOC) related to public information and community outreach.

May perform some video production work including simple filming, dubbing, and editing to communicate clear and consistent messages.

Coordinate or assist with special events and communications and marketing projects.

May serve as a community liaison and resource for residents, including resolution to community complaints, responding to requests for information, explain programs, policies, and procedures.

Research, develop, and recommend topics and programs, publications, and events.

Participate in the development and implementation of goals, objectives, policies, and priorities for assigned staff.

Select, train, motivate, and evaluate assigned staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

May direct, coordinate, and review the work plan for assigned staff; meet with staff to identify and resolve problems; assign work activities and projects; monitor workflow; review and evaluate work products, methods, and procedures.

Participate in the development and administration of the applicable budget; forecast additional funds needed; direct the monitoring of and approve expenditures; recommend adjustments as necessary.

Provide staff assistance to the Deputy City Manager, City Manager, City Council, and various boards or commissions; develop agendas and prepare and present staff reports and other necessary correspondence.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of marketing, communications, public engagement, and other relevant areas.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Federal and state laws, regulations, and procedures concerning marketing and public communications; research methods and sources of information related to marketing and communications; recent developments, current literature, and sources of information related to marketing and communication planning.

Principles and practices of marketing, public relations, public speaking, public engagement, community relations, mass communication media including traditional, emerging, digital, email, social media, and live-streaming formats.

Various software applications including Adobe Creative Suite, Microsoft Office Suite, Canva, and others.

Various social media platforms to include Instagram, Twitter, Facebook, Nextdoor, YouTube, and others.

Principles and practices of budget preparation and administration.

Principles of supervision, training and performance evaluation.

Safe driving principles and practices.

Skills and Abilities:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Develop and oversee communication, marketing, and public relations strategies and plans.

Showcase strong interpersonal and writing skills and ability to speak in public and make presentations.

Tell the City's story through different communication mediums.

Develop and implement highly effective community engagement plans.

Develop and implement organization-wide communications, marketing, and branding efforts.

Expertly manage and navigate social media platforms and show proficiency with website content and management.

Be creative with details and have strong project management skills.

Manage, direct and coordinate the work of technical and clerical personnel.

Select, supervise, train and evaluate staff.

Interpret and apply Federal, State and local policies, procedures, laws and regulations related to marketing and communication.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Prepare and administer budgets.

Prepare clear and concise administrative and financial reports.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Photography and video production skills are desirable.

Minimum Qualifications:

Experience:

Three years of experience in marketing, branding, media relations, and five years of experience in utilizing social media and online engagement tools.

Training:

Equivalent to a Bachelor's degree in marketing, communications, journalism, or a closely related field from an accredited college or university.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to sit, stand, walk, kneel, stoop, twist, climb, and lift up to 50 pounds; ability to travel to different sites and locations; availability for flexible work schedule including evenings and weekends.

Effective Date: June 2023



STAFF REPORT

Administrative Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Hue Quach, Administrative Services Director
By: Anely Williams, Human Resources Administrator

SUBJECT: RESOLUTION NO. 7516 APPROVING THE MULTIPLE EMPLOYER OTHER POST-EMPLOYMENT BENEFITS AND PENSION SECTION 115 TRUST ADMINISTERED BY SHUSTER ADVISORY GROUP, LLC, AND TRANSFER OF THE CITY'S CURRENT OTHER POST-EMPLOYMENT BENEFITS TRUST WITH CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST, AND APPROVE A TRUST ADMINISTRATIVE SERVICE AND INVESTMENT ADVISORY AGREEMENTS WITH SHUSTER ADVISORY GROUP, LLC

CEQA: Not a Project

Recommendation: Adopt and Approve

SUMMARY

Since 2015, the City of Arcadia has worked with Shuster Advisory Group, LLC ("Shuster") as a co-fiduciary for the City's Deferred Compensation plan. Throughout this partnership, the City has consistently experienced cost savings and exceptional consulting and investment advisory services for the plan. Recently, Shuster has expanded its services to encompass the administration of Multiple-Employer Other Post-Employment Benefits and Pension Section 115 Trusts.

Given the City's successful track record with Shuster in the Deferred Compensation plan, it is recommended that the City Council adopt Resolution No. 7516 approving the Multiple Employer Other Post-Employment Benefits and Pension Section 115 Trust administered by Shuster Advisory Group, LLC, and establish Trust Administrative and Investment Advisory agreements with Shuster. To ensure a seamless transition of services to Shuster, it is also requested that the City Council approve the transfer of City's assets from the California Employers' Retiree Benefit Trust to Shuster as the advisor under such agreements.

BACKGROUND

The City of Arcadia provides full-time employees with a defined benefit pension through CalPERS and covers healthcare costs for certain retirees, usually referred to as Other

Post-Employment Benefits ("OPEB"). Both OPEB and the City's pension plan have had funding challenges due to their future "guaranteed" benefits, inconsistent investment returns, and the changes in life expectancy over time.

Since 2016, the City has participated in the California Employers' Retiree Benefit Trust ("CERBT") through CalPERS to reduce overall OPEB expenses. Notably, the City has integrated annual deposit amounts to the CERBT within the General Fund Operating Budget to prefund OPEB costs and benefit from the time-value of investing.

In terms of the pension plan, the City faces funding challenges concerning the pension's Unfunded Actuarial Accrued Liability ("UAAL"). This liability arises due to a shortfall between the projected future pension benefits and the current assets held within the pension fund. The City has made tremendous progress with the issuance of pension bonds and reducing the overall unfunded level. Additionally, the City continues its strategy for reducing the CalPERS pension liability by making additional discretionary payments and working with labor associations to reform the system. Nevertheless, the existence of unfunded liability remains a crucial concern that necessitates effective measures to address it.

Recognizing this shortfall, the City continues to explore alternative strategies to address the inadequacy and ensure the long-term financial stability of OPEB and UAAL. These proactive measures underscore the City's commitment to securing the necessary resources to improve the funding status, safeguarding the future retiree healthcare benefits and pensions for its employees. One such potential strategy is implementing an OPEB/Section 115 Trust administered by Shuster Advisory Group, LLC.

DISCUSSION

The City currently participates in CERBT through CalPERS for funding OPEB liabilities. Assets held within the CalPERS program are pooled with assets of other participating public agencies for investment purposes and are only valued monthly. In addition, CERBT offers only three diversified asset allocation strategies with limited investment strategy options. As a result of the pooled assets and limited strategies, the City has no option for customization or flexibility in selecting investment funds through CERBT. Further, the monthly valuation of CERBT limits the City's ability to accurately assess account values and assets. While the investments in CERBT have had net positive gains, they are not as high as they could have been under a more customized approach.

Conversely, Shuster's proposed OPEB/Pension Section 115 Trust provides a minimum of 10 investment strategies that combine both active and passive (index) investment portfolios to take advantage of the optimum mix of investments from both an investment return and cost perspective. The City's assets would be maintained in a separate OPEB/Pension Section 115 Trust, which would not be pooled with any other participating agencies, providing the greatest flexibility in asset allocation based on the City's needs.

In addition, the OPEB/Pension Section 115 Trust administered by Shuster is valued daily, which provides the City with an accurate snapshot of account values and assets. If desired by the City, Shuster will also provide a custom portfolio at no additional cost.

Establishing an OPEB/Pension Section 115 Trust represents a crucial and responsible move towards ensuring long-term healthcare and pension funding. The City's existing partnership with Shuster since 2015 as a co-fiduciary for the Deferred Compensation plan has yielded substantial benefits for employees, participants, and retirees. These benefits include significant fee savings and access to institutional class investment options.

Building on this successful collaboration, the City foresees similarly positive outcomes by establishing an OPEB/ Pension Section 115 Trust with Shuster. With their strong service model and meticulous oversight, Shuster is well-positioned to provide an elevated level of support and expertise. This goal of this transition would be to continue the City's dedication to delivering top-notch services and optimal financial management for its employees and retirees. Drawing upon Shuster's established track record, cost savings and improved investment performance would be expected for the OPEB/Pension Section 115 Trust.

Therefore, it is recommended that the City Council adopt Resolution No. 7516 approving the Other Post-Employment Benefits and Pension Section 115 Trust administered by Shuster Advisory Group, LLC, authorize the transfer of the City's current Other Post-Employment Benefits Trust with California Employers' Retiree Benefit Trust and approve the Trust Administrative Service and Investment Advisory agreements with Shuster Advisory Group, LLC to administer the City's Other Post-Employment Benefits and Pension Section 115 Trust.

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

Staff has analyzed the proposal from Shuster and the information provided in comparison to the current CERBT provided by CalPERS. The valuation process concluded that the transfer of CERBT to the program offered by Shuster provides the greatest flexibility of investment options and the most competitive fees for the comprehensive services the City will receive, including:

- Investment Fiduciary services
- Full fee transparency
- Customizable investment portfolios

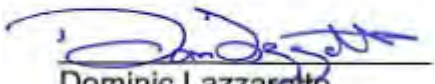
- Individual accounts
- Daily valuation and account access
- Blend of active and passive investment options
- Private equity/debt (optional)
- GASB compliant reporting
- Dedicated service team

Although past performance is not a guarantee of future performance, in comparing the investment portfolio provided by CERBT to a similarly invested portfolio managed by Shuster, the Shuster portfolio outperforms the CERBT portfolio in all time periods.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7516 approving the Multiple Employer Other Post-Employment Benefits and Pension Section 115 Trust administered by Shuster Advisory Group, LLC, authorize the transfer of the City's current Other Post-Employment Benefits trust with California Employers' Retiree Benefit Trust, and approve the Trust Administrative Service and Investment Advisory agreements with Shuster Advisory Group, LLC to administer the City's Other Post-Employment Benefits and Pension Section 115 Trust.

Approved:



Dominic Lazzaretto
City Manager

Attachments:

- Resolution No. 7516 Approving the Adoption of OPEB/Pension 115 Trust
- Adoption Agreement for the OPEB/Pension 115 Trust
- Fully Executed Trust for Adoption by State or Local Governments
- Trust Administrative Services Agreement
- Investment Advisory Agreement

Attachment No. 1

RESOLUTION NO. 7516

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA,
APPROVING THE ADOPTION OF THE MULTIPLE EMPLOYER OTHER
POST-EMPLOYMENT BENEFITS/PENSION 115 TRUST
ADMINISTERED BY SHUSTER ADVISORY GROUP, LLC**

WHEREAS, the Governmental Accounting Standards Board ("GASB") revised its accounting rules, referred to as GASB 75, to require local governments to recognize, cost, and disclose future obligations for providing Other Post-Employment Benefits ("OPEB"); and

WHEREAS, the City of Arcadia provides OPEB to eligible employees and retirees in the form of retiree health care coverage as defined in applicable memorandums of understanding and pay plans; and

WHEREAS, the City of Arcadia provides pension benefits to eligible employees and retirees as a participant in the California Public Employees Retirement System ("CalPERS") as defined in applicable memorandums of understanding and pay plans; and

WHEREAS, Shuster Advisory Group, LLC ("Shuster") has made available the Multiple Employer OPEB/Pension 115 Trust for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the City of Arcadia currently participates in the California Employers' Retiree Benefit Trust ("CERBT") provided by CalPERS; and

WHEREAS, the City of Arcadia is eligible to participate in a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code ("IRC"), as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, all qualified assets held in the Trust will be irrevocably dedicated to prefunding the City of Arcadia's OPEB and pension obligations; and

WHEREAS, the City of Arcadia's adoption and operation of the Multiple Employer OPEB/Pension 115 Trust has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Pension 115 Trust; and

WHEREAS, the City of Arcadia's funding of the Pension 115 Trust does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City of Arcadia reserves the right to make contributions, if any, to the Pension 115 Trust; and

WHEREAS, Shuster has set forth an Investment Policy Statement for the Pension 115 Trust to ensure fiduciaries involved in the plan take prudent and careful action to maintain the investment portfolios, goals and objectives while maintaining liquidity and risk tolerance.

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

SECTION 1. The City of Arcadia hereby adopts the Multiple Employer OPEB/Pension 115 Trust available through Shuster, effective June 20, 2023.

SECTION 2. The City Council hereby authorizes the termination of the City of Arcadia's CERBT Program, services, administration, and investment contracts with CalPERS and CalPERS Board of Administration; and

SECTION 3. The City of Arcadia hereby authorizes the appointment of Alta Trust Company as Trustee and Charles Schwab Trust Bank as custodian of the assets; and

SECTION 4. The City of Arcadia hereby appoints the City Manager, or his/her successor or his/her designee as the City of Arcadia's Plan Administrator for the Pension 115 Trust.

SECTION 5. The City Council hereby authorizes the liquidation and transfer of all assets held in the CalPERS CERBT Program to Charles Schwab Trust Bank, on a date mutually agreed upon by the City and CalPERS; and

SECTION 6. Upon the complete transfer of all assets, CalPERS is removed as trust administrator, trustee, and investment manager; and

SECTION 7. The City of Arcadia's Plan Administrator is hereby authorized to execute the legal and administrative documents on behalf of the City of Arcadia and to take whatever additional actions are necessary to maintain the City of Arcadia's participation in the Pension 115 Trust and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City of Arcadia's Pension 115 Trust.

SECTION 8. This Resolution shall become effective upon its adoption.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]

Passed, approved, and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Attachment No. 2

**ADOPTION AGREEMENT
FOR THE
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST**

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
ARTICLE 1 EMPLOYER INFORMATION	1
ARTICLE 2 PLAN INFORMATION.....	1
ARTICLE 3 TRUST ADMINISTRATIVE SERVICES.....	2
ARTICLE 4 INVESTMENTS.....	2
ARTICLE 5 TRUST FEES AND EXPENSES	2
ARTICLE 6 REPRESENTATIONS AND WARRANTIES	2
ARTICLE 7 STANDARD OF CARE AND INDEMNIFICATION	3
ARTICLE 8 AMENDMENT	4
ARTICLE 9 NO GUARANTEE OF INVESTMENT RESULTS.....	4
ARTICLE 10 ADOPTION OF TRUST.....	4
EXHIBIT A	A-1
EXHIBIT B	B-1
EXHIBIT C	C-1

INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer OPEB/Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1

EMPLOYER INFORMATION

1.1 Employer's Name, Address, and Telephone Number

(a) Name: City of Arcadia

(b) Address: 240 W. Huntington Drive, Arcadia, CA 91007

(c) Telephone: 626-574-5424

1.2 Employer's Taxpayer Identification Number: 95-6000667

ARTICLE 2

PLAN INFORMATION

2.1 Plan Names:

OPEB Plan(s): City of Arcadia OPEB Trust Account

Pension Plan(s): City of Arcadia Pension Stabilization Trust Account

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

(a) Name: Dominic Lazzaretto

(b) Title: City Manager

(c) Address: 240 W. Huntington Drive, Arcadia, CA 91007

(d) Telephone: 626-547-5401

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

TRUST FEES AND EXPENSES

5.1 Trustees Fee will be equal to 0.02% (annual minimum fee per plan is \$500 and annual maximum fee per plan is \$5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust Administrative Services Agreement for further information about payment of fees and expenses.

5.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

- ☐ Trust Administration Fees
- ☐ Trustee Fees
- ☐ All expenses of the Employer's Account other than fees
- ☐ Other (please insert description):

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:

- (a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the State of California.
- (b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide OPEB or retirement benefits to its former employees.
- (c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans.
- (d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans is authorized under the laws of the State of California.
- (e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.
- (f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 7

STANDARD OF CARE AND INDEMNIFICATION

- 7.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.
- 7.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under the Trust in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.
- 7.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under the Trust or the Trust Administrative Services Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

ARTICLE 8

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 9

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 10

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective on the 20th day of June 2023.

EMPLOYER

CITY OF ARCADIA
Agency Name

By: _____

Its: _____

Date: _____

ACCEPTED:

TRUST ADMINISTRATOR
SHUSTER ADVISORY GROUP, LLC

By: _____

Its: _____

Date: _____

TRUSTEE
ALTA TRUST COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A
TRUST

A-1

EXHIBIT B
TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE

Attachment No. 3

**MULTIPLE EMPLOYER
OPEB/PENSION 115 TRUST**

**FOR ADOPTION BY EMPLOYERS THAT ARE STATES OR LOCAL
GOVERNMENTS OR OTHER POLITICAL SUBDIVISIONS THEREOF**

TABLE OF CONTENTS

	Page
ARTICLE I. Definitions	1
ARTICLE II. Establishment and Purpose of the Trust.....	4
2.01 Establishment.....	4
2.02 Purpose	4
2.03 Exclusive Benefit.....	4
2.04 No Diversion.....	5
2.05 Superseding Effect of the Trust Agreement	5
ARTICLE III. Acceptance of, Contributions to, Distributions from Trust	5
3.01 Acceptance of Trust.....	5
3.02 Contributions and Transfers	5
3.03 Distributions	6
ARTICLE IV. Trustee	7
4.01 Trustee Powers.....	7
4.02 Authority of Trustee	9
4.03 Power to Do All Necessary Acts	9
4.04 Action by the Trustee.....	9
4.05 Consultation with Counsel and Accountant	9
4.06 Returns, Reports, and Information.....	10
4.07 Acts of Prior Trustees	10
4.08 Plan Assets Not Held in Trustee's Trust.....	10
ARTICLE V. Trust Administrator.....	10
5.01 Powers and Duties of the Trust Administrator	10
5.02 Reliance	11
5.03 Trust Administrator not Custodian of Trust Assets	11
5.04 Registered Investment Advisor.....	11
5.05 Investment Advice to Other Clients	11
5.06 Trust Administrator Separate from Employer and Trustee	11
5.07 Recordkeeping	12
5.08 Disclosure Statement	12

ARTICLE VI. Trustee and Trust Administrator.....	12
6.01 Standard of Conduct and Liabilities of Fiduciaries.	12
6.02 Trustee Indemnification of Trust Administrator.....	12
6.03 Trust Administrator Indemnification of Trustee.....	13
6.04 Survival of Indemnifications	13
ARTICLE VII. Investments.....	13
7.01 Trustee	13
7.02 Trust Administrator	13
7.03 Investment Direction	14
7.04 Reliance	14
7.05 Broker Executed Investments.....	14
7.06 Affiliated Broker/Dealers	14
7.07 Quarterly Reports.....	14
ARTICLE VIII. The Plan Administrator and the Employer	15
8.01 Action by the Plan Administrator	15
8.02 Reliance	15
ARTICLE IX. Accounts and Records	15
9.01 Records	15
9.02 Accounting.....	15
9.03 Accounts	16
ARTICLE X. Fees and Expenses	17
10.01 Expenses of Administration.....	17
10.02 Authorization with Respect to Taxes.....	17
ARTICLE XI. Resignation or Removal of Trustee	18
11.01 Resignation	18
11.02 Removal.....	18
11.03 Appointment of Successor Trustee	18
11.04 Transfer of Assets to Successor Trustee	18
11.05 Terminating Trustee's Accounting	19
11.06 Changes in Organization of Trustee	19
11.07 Trust Administrator Bankruptcy	19
ARTICLE XII. Resignation or Removal of Trust Administrator.....	20
12.01 Resignation	20

12.02	Removal.....	20
12.03	Designation of Successor Trust Administrator.....	20
12.04	Designation of Successor Trustee.....	20
12.05	Compensation Pending Appointment of Successor.....	20
12.06	Merger, Conversion, Consolidation or Sale of Trust Administrator	20
12.07	Successor Trust Administrator; No Duty to Investigate.....	21
ARTICLE XIII. Amendment of Trust		21
ARTICLE XIV. Participation.....		21
14.01	Eligibility	21
14.02	Commencement of Participation	21
14.03	Termination of Participation.....	21
14.04	Termination of Employer’s Account	22
14.05	Reversion.	23
ARTICLE XV. Termination of Trust		23
15.01	Termination of Trust Fund.....	23
15.02	Liquidation of Trust.....	23
ARTICLE XVI. Miscellaneous		24
16.01	Applicable Law.....	24
16.02	Evidence	24
16.03	Notices	24
16.04	Limitation on Claims	24
16.05	Severability of Provisions.....	25
16.06	Construction of Trust Agreement	25
16.07	Spendthrift Provisions	25
16.08	Title of Trust Assets.....	25
16.09	Rights Determined from Entire Instrument	26
16.10	Waiver.....	26
16.11	Word Usage	26
16.12	Assignment	26
16.13	Force Majeure	26
16.14	Complete Agreement	26
16.15	Taxes.....	26
16.16	Data.....	27

16.17 Confidentiality27

16.18 USA Patriot Act Notification.....28

16.19 Execution in Counterparts29

AGREEMENT

This agreement, which establishes the Multiple Employer OPEB/Pension 115 Trust (“Trust Agreement”), is entered into by and between Shuster Advisory Group, LLC (“Trust Administrator”) and Alta Trust Company (“Trustee”) effective as of October 1, 2021.

ARTICLE I. Definitions

For purposes of the Trust Agreement, the following terms have the meanings indicated below:

1.01 Account

“Account” is defined in Section 9.03.

1.02 Adoption Agreement

“Adoption Agreement” means the written instrument by which the Employer adopts and participates in the Trust in accordance with this Trust Agreement, and by which the Employer makes certain elections relating to its participation in the Trust.

1.03 Beneficiary

“Beneficiary” means any person entitled to receive benefits under the Employer’s OPEB Plan or Pension Plan.

1.04 Code

“Code” means the Internal Revenue Code of 1986, as amended from time to time. References to any section of the Code shall include any successor provision thereto.

1.05 Combined Account

“Combined Account” is defined in Section 9.03.

1.06 Confidential Information

“Confidential Information” means the information specified in Section 16.17, proprietary information of the parties to this Trust Agreement, including but not limited to, their inventions, confidential information, know-how, trade secrets, business affairs, prospect lists, product designs, product plans, business strategies, finances, and fee structures.

1.07 Employer

“Employer” means each public agency that executes the Adoption Agreement, thereby becoming a participating agency in the Trust. Such agency must be a state, a political subdivision of a state, or an entity whose income is excludible from gross income under Section 115 of the

Code. Only an entity described in the preceding sentence may become a participating employer in the Trust.

1.08 Force Majeure

“Force Majeure” means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, including, without limitation: strikes, lockouts or other acts of workmen; fire, flood, earthquake, element of nature, pandemic or acts of God; governmental restrictions or court order; war, riot, civil disorders, rebellions or revolutions; public utility, telephonic, electrical or network failure; accidents; acts of terrorism; third party non-performance (except for non-performance by a party’s employees, subcontractors, agents, representatives and/or affiliates); or unusual trading activity or disruption of trading on any exchange; or any other event that would constitute a force majeure.

1.09 Instruction(s)

“Instruction(s)” means any written or electronic direction given to the Trustee by the Employer, Plan Administrator, or Trust Administrator in a form and manner required or accepted by the Trustee. Subject to the preceding sentence, the Trustee may recognize standing requests, directions, or requisitions as Instructions.

1.10 OPEB

“OPEB” means post-employment health and welfare benefits (other than pensions) provided by the Employer under an OPEB Plan to Beneficiaries, including medical, dental, vision, life insurance, long-term care and other similar benefits.

1.11 OPEB Account

“OPEB Account” is defined in Section 9.03.

1.12 OPEB Obligation

“OPEB Obligation” means the Employer’s obligation to provide OPEB under the Employer’s OPEB Plan, including the direct costs of the OPEB and the expenses associated with providing the OPEB.

1.13 OPEB Plan

“OPEB Plan” means the policies, collective bargaining agreement, or other arrangements under which a Beneficiary is entitled to receive OPEB, but only if the policy, agreement, or other arrangement is specified by the Employer in the Adoption Agreement.

1.14 Pension Account

“Pension Account” is defined in Section 9.03.

1.15 Pension Obligation

“Pension Obligation” means the Employer’s obligation to contribute to the qualified trust of the Employer’s Pension Plan and to pay the expenses associated with providing benefits under the Pension Plan. For this purpose, “qualified trust” means a trust that is qualified under Section 401(a) of the Code and that funds retirement benefits provided under the Pension Plan. A qualified trust is separate from this Trust and will not be considered part of this Trust for any purpose.

1.16 Pension Plan

“Pension Plan” means one or more defined-benefit plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to Beneficiaries, including but not limited to a stand-alone plan maintained solely by the Employer or a multiple-employer or multiemployer plan in which the Employer participates along with one or more other employers, (iii) partly or wholly funded by the Employer’s contributions, and (iv) specified by the Employer in the Adoption Agreement.

1.17 Person

“Person” means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, political subdivision, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.

1.18 Plan Administrator

“Plan Administrator” means the Person, appointed by the Employer, with the plenary authority over the Employer’s Account. The Employer must, in the Adoption Agreement, and at any other time specified by the Trustee and the Trust Administrator, certify in writing to the Trustee and the Trust Administrator the name and specimen signature(s) of the Plan Administrator; no appointment or delegation under this Section 1.18 will be effective without that certification. If no Plan Administrator is appointed, the Employer will be the Plan Administrator.

1.19 Trust

“Trust” means the Multiple Employer OPEB/Pension 115 Trust, the legal entity established by the Trust Agreement to hold, invest, and disburse funds to and for the benefit of Beneficiaries.

1.20 Trust Administrative Services Agreement

“Trust Administrative Services Agreement” means the agreement in the form attached to each Adoption Agreement and executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to administer the Employer’s Account.

1.21 Trust Administrator

“Trust Administrator” means Shuster Advisory Group, LLC or any successor thereof designated by the Employers under Article XII.

1.22 Trust Agreement

“Trust Agreement” or “Agreement” means this Multiple Employer OPEB/Pension 115 Trust between the Trustee and the Trust Administrator.

1.23 Trust Fund

“Trust Fund” means all assets of whatsoever kind or nature from time to time held by the Trustee pursuant to this Trust Agreement, without distinction as to income and principal.

1.24 Trustee

“Trustee” means Alta Trust Company and any duly appointed additional or successor Trustee or Trustees acting hereunder.

ARTICLE II. Establishment and Purpose of the Trust

2.01 Establishment

The Trust will become effective upon the initial contribution of money or other property acceptable to the Trustee in its sole discretion to an Employer’s Account under the Trust.

2.02 Purpose

The Trust is a multiple-employer trust arrangement established and maintained for the sole purposes of holding the assets used to fund Employers’ OPEB Obligations and Pension Obligations, and for paying each Employer’s reasonable, allocable expenses of administering the Trust. As such, the Trust is divided into separate Accounts to hold the assets of each participating Employer. Consistent with its purpose, the Trust is intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder.

2.03 Exclusive Benefit

The Trust is irrevocable. The principal of the Trust, together with any earnings thereon, will be held in trust by the Trustee separate and apart from any assets of the Employer. Except as provided in Sections 9.03(b)(iii) and 14.04, all assets in each Account and all income thereon are irrevocably dedicated to, and will be used for the exclusive purpose of, making payments of OPEB Obligations or Pension Obligations, as applicable, under the OPEB Plan or Pension Plan for which the Account was established and for paying the reasonable expenses of the Employer’s participation in the Trust. At no time will the assets in any Employer’s Account be used for, or diverted to, any other purposes, including but not limited to payment of any other Employer’s OPEB Obligations or Pension Obligations.

2.04 No Diversion

Assets held in the Trust may not be used to satisfy claims of creditors of any Employer. No Beneficiary will be deemed a third-party beneficiary of this Agreement, nor will any Beneficiary have the right to compel any payment of any amount from the assets of the Trust or to enforce any duties of any party to or other entity referred to in this Agreement. Beneficiaries will not have any preferred claim, lien on, or security interest in, or any beneficial interest in any particular assets of the Trust. Beneficiaries will be entitled to receive payments of assets of the Trust only when, as, and if determined by the Employer in accordance with this Agreement. Except to the extent allowed by law, the Trust is not subject to attachment or garnishment or other legal process by any creditor of any such Beneficiary, nor will any Beneficiary have the right to alienate, anticipate, commute, pledge, encumber, or assign any Trust assets.

2.05 Superseding Effect of the Trust Agreement

To the extent there are any inconsistencies between this Trust Agreement and any provisions set forth in any Employer's OPEB Plan or Pension Plan, this Trust Agreement shall control, and its provisions shall supersede all other provisions in any such OPEB Plan or Pension Plan pertaining to the duties, responsibilities, obligations and liabilities of the Trustee. Under no circumstances shall the terms of any OPEB Plan or Pension Plan be interpreted as conferring any investment or administrative discretion on the Trustee.

ARTICLE III.

Acceptance of, Contributions to, Distributions from Trust

3.01 Acceptance of Trust

The Trustee, by affixing its signature to this Trust Agreement, accepts this Trust and agrees to act as the directed Trustee of the Trust according to the terms and conditions of this Trust Agreement, all of which the parties hereto agree, and to which the Employers and all Beneficiaries from time to time hereunder, and all those Persons claiming through or under any of them, shall be deemed to have agreed. Nothing contained in any OPEB Plan or Pension Plan, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustee beyond those imposed by this Trust Agreement. The Trustee shall not have the authority to interpret any OPEB Plan or Pension Plan.

3.02 Contributions and Transfers

(a) **Account Assets.** Each Employer may at any time make (or cause to be made) contributions or transfers of cash or other assets acceptable to the Trustee to the Trust from any source. Neither the Trustee, the Trust Administrator, nor any Beneficiary will have any right to compel such contributions or transfers or any duty to determine whether any such contributions or transfers comply with the Employer's OPEB Plan or Pension Plan, as applicable. In addition, neither the Trustee nor the Trust Administrator is responsible for separately accounting of any contributions or transfers to the Trust or for determining the source of these amounts.

(b) **Acceptance of Contributions and Transfers.** All contributions or transfers received by the Trust, together with the income therefrom, any other increment thereon, and all

assets acquired by investment or reinvestment, shall be held, managed, and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under or required by an OPEB Plan or Pension Plan, and the Trustee will have the responsibilities specified in this Trust Agreement only for amounts actually received by it hereunder. The Trustee shall have no power or duty to inquire whether the amount of any contributions or transfers delivered to it by an Employer is correct or complies with the terms of the OPEB Plan or Pension Plan.

3.03 Distributions

(a) Plan Administrator.

(i) Each Employer's Plan Administrator has the exclusive authority and responsibility to determine the extent to which amounts will be paid from the Employer's Account. Neither the Trust Administrator nor the Trustee will make or authorize disbursements or transfers from any Employer's Account without the explicit written direction from the Employer's Plan Administrator.

(ii) From time to time, the Plan Administrator (or the Trust Administrator, at the Plan Administrator's direction) may direct disbursements of amounts from the Employer's Combined Account for any purpose permitted under Section 3.03(a)(iii) or (iv).

(iii) Amounts under the Employer's OPEB Account may be disbursed to (A) the Plan Administrator for subsequent distribution to or for the benefit of the Employer's Beneficiaries, (B) any party providing services for the Employer's OPEB Plan, including but not limited to any insurer, third-party administrator, or other service provider, (C) the Employer's Beneficiaries themselves, or (D) the Employer as reimbursement for any OPEB Obligation amount paid or incurred by the Employer.

(iv) Amounts under the Employer's Pension Account may be disbursed to (A) the Pension Plan as contributions to the plan's qualified trust, (B) the Plan Administrator, for subsequent payment of the Employer's Pension Obligation, (C) any party providing services for the Employer's Pension Plan, including but not limited to any insurer, third-party administrator, or other service provider, or (D) the Employer as reimbursement for any Pension Obligation amount paid or incurred by the Employer.

(b) **Trustee Liability for Distributions Pursuant to Instructions.** The Trustee is not liable for any distribution made at the direction of the Plan Administrator or the Trust Administrator, and has no duty to make inquiry as to whether any such distribution is made pursuant to the provisions of the OPEB Plan or Pension Plan or any applicable law, or as to the effect of any such direction for tax purposes or otherwise. Likewise, the Trustee need not see to the application of any such distribution made to or for the benefit of a Beneficiary.

(c) **Limitations.** The Trustee shall neither be responsible for the adequacy of the Trust Fund to discharge any payments and liabilities under any OPEB Plan or Pension Plan, nor be required to make any distributions from an Employer's Account (or subaccount(s), as applicable)

in excess of the net realizable value of the Account's (or subaccount's assets) at the time of the distribution.

ARTICLE IV.

Trustee

4.01 Trustee Powers

If and to the extent directed by the Trust Administrator, the Trustee is authorized and empowered to do the following:

(a) To purchase or subscribe for securities or other property and to retain them in trust; to sell any securities or other property at any time held by it at either public or private sale for cash or other consideration or on credit at such time or times and on such terms and conditions as may be deemed appropriate; to exchange such securities or other property and to grant options for the purchase or exchange thereof, and to convey, partition or otherwise dispose of, with or without covenants, including covenants of warranty of title, any securities or other property free of all trusts; to charge the Trust for the cost of all securities purchased or received against a payment and to credit the Trust with the proceeds received from the securities sold or delivered against payment. For any trades not settled immediately upon placement, the Trustee shall have the right to sell securities from the Trust in a reasonably prudent fashion sufficient to recover any funds advanced;

(b) To oppose, or consent to and participate in, any plan of reorganization, consolidation, merger, combination or other similar plan; to oppose or to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan, and to accept and retain any securities or other property issued under any such plan; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such securities or other property so deposited;

(c) To assign, renew, extend or discharge or participate in the assignment, renewal, extension or discharge of any debt, mortgage or other lien, upon such terms, including a partial release, as may be deemed advisable by the Trustee, and to agree to a reduction in the rate of interest thereon or to any other modification or change in the terms thereof or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed in the best interest of the Trust Fund; to waive any default, whether in the performance of any covenant or condition of any note, bond or mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure and to exercise and enforce, in any action, suit or proceeding at law or in equity, any rights or remedies in respect of any debt, mortgage, lien or guarantee;

(d) To exercise all conversion and subscription rights pertaining to any securities or other property;

(e) Except as limited in Section 3.02(b), to collect and receive any and all moneys, securities or other property of whatsoever kind or nature due or owing or belonging to the Trust Fund and to give full discharge therefor;

(f) Upon the receipt of Instructions from the Trust Administrator, to exercise, personally or by general or limited power of attorney, any right, including the right to vote or grant proxies, discretionary or otherwise, appurtenant to any assets held by the Trust, and the right to participate in voting trusts with other stockholders. The Trust Administrator shall have responsibility for instructing the Trustee as to voting such shares and the tendering of such shares, by proxy or in person. In no event shall the Trustee be responsible for the voting or tendering of shares of securities held in the Trust or for ascertaining or monitoring whether or how proxies are voted or whether the proper number of proxies is received;

(g) To register any securities or other property held by it hereunder in the name of the Trustee or in the names of nominees with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, to take and hold the same unregistered or in form permitting transferability by delivery, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities or other property may be held in the name of the nominee of such depository with other securities deposited therein by other Persons, or to deposit or to arrange for the deposit of any securities or other property issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve bank, provided that the books and records of the Trustee shall at all times disclose that all such securities or other property are part of the Trust Fund;

(h) To settle, compromise or submit to arbitration, any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Trust Fund so requires, and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal and to charge against the Trust Fund all reasonable expenses and attorney's fees in connection therewith;

(i) To borrow money for the purposes of the Trust Fund from others, excluding the Trustee in its corporate capacity and excluding any other party in interest;

(j) To invest and reinvest all or a part of the Trust Fund, in accordance with the Trust Administrator's Instructions, in any available investments and to dispose of all or any part of the securities or other property which may from time to time or at any time constitute the Trust Fund, in accordance with the Trust Administrator's Instructions;

(k) To register Trust Fund property in the Trustee's own name, in the name of a nominee or in bearer form, provided the Trustee's records and accounts show that such property is an asset of the Trust Fund;

(l) To exercise or dispose of any right it may have as the holder of any security, to convert the same into another security, to acquire any additional security or securities, to make any payments, to exchange any security, or to do any other act with reference thereto;

(m) To exchange any property for other property upon such terms and conditions as the Trustee may deem proper, and to give or receive money to effect equality in price;

(n) To deposit any security with any protective or reorganization committee, to delegate to that committee such power and authority as the Trustee may deem proper, and to agree

to pay out of the Trust Fund that portion of the expenses and compensation of that committee as the Trustee may deem proper;

(o) To hold that portion of the Trust Fund as necessary for ordinary administration, to transfer assets to another trust or fiduciary, pending investment Instructions, and to disburse funds in cash, without liability for interest, by depositing the same in any bank (including deposits that bear no interest or a reasonable rate of interest in a bank or similar financial institution supervised by the United States or a State, even where a bank or financial institution is the Trustee, subject to the rules and regulations governing such deposits, and without regard to the amount of any such deposit); and

(p) To retain insurance contracts that are guaranteed investment contracts.

4.02 Authority of Trustee

A third party dealing with the Trustee shall not make, or be required by any Person to make, any inquiry concerning the authority of the Trustee to take or omit any action but shall be fully protected in relying upon the certification of the Trustee that it has authority to take such proposed action. No Person dealing with the Trustee shall be required to follow the application by the Trustee of any moneys, securities or other property paid or delivered to the Trustee.

4.03 Power to Do All Necessary Acts

To the extent not inconsistent with the express provisions hereof, enumeration of any power herein shall not be by way of limitation, but shall be cumulative and construed as full and complete power in favor of the Trustee. In addition to the authority specifically herein granted, the Trustee shall have such power to do all acts as may be deemed necessary for full and complete management of the Trust Fund and appropriate to carry out the purposes of this Trust Fund, and shall further have all powers and authorities conferred on trustees by the laws of the State of South Dakota. Notwithstanding the foregoing, nothing in this Section shall impose on the Trustee any obligation or power to exercise discretion over the investment of assets of the Trust, the distribution of such assets or the interpretation of the OPEB Plan or Pension Plan.

4.04 Action by the Trustee

The Trustee may delegate ministerial acts, specifically including, but not limited to, the signing of checks, endorsement of stock certificates, production of statements and accountings provided for hereunder, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Trustee, including without limitation, the custodian of the Trust assets.

4.05 Consultation with Counsel and Accountant

The Trustee may from time to time consult with counsel or an accountant who may also be counsel or an accountant for an Employer, and as long as the Trustee acts in conformity with the standards of Section 6.01, the opinion of such counsel or accountant with respect to legal matters or accounting matters, respectively, shall have full and complete authorization and protection in

respect of any action taken or suffered by the Trustee in good faith and in accordance with such opinion.

4.06 Returns, Reports, and Information

Except as set forth in a written agreement between the parties, the Plan Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or OPEB Plan or Pension Plan by law, including (as applicable) any information or tax returns. The Plan Administrator shall also be responsible for making any disclosures to Beneficiaries required by law regarding the relevant OPEB Plan or Pension Plan, benefits thereunder and the tax treatment of such benefits.

4.07 Acts of Prior Trustees

The assets of the Trust Fund or evidence of ownership shall be held by the Trustee under the terms of this Trust Agreement. If the assets represent amounts transferred from another trustee, the Trustee named hereunder shall not be responsible for any actions or inactions of prior fiduciaries, including the review of the propriety of any investment under the former trust; said review to be the responsibility of prior fiduciaries. The Trustee named hereunder shall not be required to examine or question in any way the administration of the Trust prior to its appointment.

4.08 Plan Assets Not Held in Trustee's Trust

The Trustee under this Trust Agreement has no duties or responsibilities for assets of an OPEB Plan or Pension Plan that are not held in this Trust.

ARTICLE V. Trust Administrator

5.01 Powers and Duties of the Trust Administrator

The Trust Administrator has sole discretion and authority to do any of the following:

- (a) At the direction of the Plan Administrator, direct distributions from the Employer's Account, including from any subaccount under the Account;
- (b) Direct distributions from the Employer's Account for the payment of the Trust Administrator's fees;
- (c) Direct the Trustee as to the investment and management of Trust assets; and
- (d) Such other acts as may be agreed to by the Employer and the Trust Administrator in the Trust Administrative Services Agreement or are necessary or appropriate to effect the intent of this Agreement.

5.02 Reliance

In the performance of its duties hereunder, the Trust Administrator is entitled to reasonably rely on, and is under no obligation to investigate Instructions or data received from the Plan Administrator, including whether the amount of contributions or transfers made to the Trust by the Employer comply with the Employer's OPEB Plan or Pension Plan. Accordingly, the Trust Administrator will not be liable for action or inaction that is caused directly or indirectly by erroneous or late Instructions or data furnished by the Plan Administrator.

5.03 Trust Administrator not Custodian of Trust Assets

The Trust Administrator shall not take possession of or act as custodian for the cash, securities or other assets of the Trust and shall have no responsibility in connection therewith.

5.04 Registered Investment Advisor

The Trust Administrator hereby represents that it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator shall immediately notify every Employer and the Trustee if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care as provided by law. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Employers, the Trust Administrator, or the Trustee may have under any federal securities laws.

5.05 Investment Advice to Other Clients

The Employers and the Trustee understand that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and individual portfolios. The Employers and the Trustee agree that the Trust Administrator may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Trust, so long as it is the policy and practice of the Trust Administrator, to the extent practical, to allocate investment opportunities to the Trust over a period of time on a fair and equitable basis relative to other clients. The Trust Administrator will not have any obligation to purchase, sell or exchange any security for the Trust solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for themselves.

5.06 Trust Administrator Separate from Employer and Trustee

The Trust Administrator, its employees, officers and representatives, shall not be deemed to be employees, agents, partners, servants, and/or joint ventures of any of the Employers or the Trustee by virtue of this Agreement or any actions or services rendered under this Agreement.

5.07 Recordkeeping

The Trust Administrator shall maintain appropriate records of all its activities hereunder.

5.08 Disclosure Statement

The Trust Administrator warrants that at least five business days before the execution of this Agreement, it has delivered to the Trustee the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II. The Trustee hereby acknowledges receipt of the disclosure statement at least five business days before the execution of this Agreement.

ARTICLE VI. Trustee and Trust Administrator

6.01 Standard of Conduct and Liabilities of Fiduciaries

The Trustee, Trust Administrator, and any other fiduciary to the Trust will discharge their respective duties with respect to the Trust (i) solely in the interest of, and for the exclusive purposes of funding OPEB Obligations and Pension Obligations, maximizing the amount available for such funding, and paying reasonable expenses of administering the Trust, and (ii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, or in accordance with such other standard as may, from time to time, be required by law, and in accordance with this Trust Agreement. The Trustee, Trust Administrator, and any other fiduciary to the Trust may not cause the Trust to engage in a transaction if it knows or should know that such transaction directly or indirectly may cause the Trust to no longer meet the requirements of Code Section 115 or other applicable law. The fiduciary standards reflected in this Section 6.01 apply to the parties hereunder according to and limited by the scope of such party's duties, as expressly described in this Trust Agreement. Neither the Trustee, Trust Administrator or other fiduciary shall have any obligation or liability with respect to a breach of this standard of conduct by another fiduciary hereunder unless such fiduciary knowingly participates in an act or omission by such other fiduciary, with knowledge that such act or omission constitutes a breach of this standard of care.

6.02 Trustee Indemnification of Trust Administrator

The Trustee, solely from its assets and not from the Trust assets, will indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with the Trustee's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01.

6.03 Trust Administrator Indemnification of Trustee

The Trust Administrator, solely from its assets and not from the Trust assets, will indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with the Trustee's and each of its affiliates' services under this Agreement, except to the extent that such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01. The foregoing shall in no way limit or otherwise restrict any rights to indemnification which the Trust Administrator may have under any Adoption Agreement executed and delivered by the Trust Administrator and an Employer.

6.04 Survival of Indemnifications

The indemnification obligations set out in this Article VI will survive the termination of this Agreement.

ARTICLE VII. Investments

7.01 Trustee

The Trustee shall hold and administer Trust assets without distinction between principal and income.

7.02 Trust Administrator

(a) The Trust Administrator has exclusive authority and responsibility for the management and investment of Trust assets, and the Trustee is authorized and directed to comply with the written directions of the Trust Administrator concerning Trust assets. The Trust Administrator may, from time to time and in its sole discretion, allocate some or all of the cash in an Account at the end of each business day into a sweep investment fund managed by the Trust Administrator. Any amounts held in a sweep investment fund would typically be reallocated on the next business day. The Trust Administrator may not issue any such direction in violation of the terms of the Trust. The Trustee has no duty or authority to (i) review, question, approve or make inquiries as to any investment directions given pursuant to this Agreement, or (ii) determine whether investments directed by the Trust Administrator are in compliance with any applicable State laws.

(b) Each Employer hereby authorizes and directs the Trustee to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Trust Administrator. All Instructions regarding the investment of the Trust Fund received by the Trustee from the Trust Administrator are deemed to have been authorized by the Employer.

7.03 Investment Direction

The Trust Administrator will direct the Trustee to invest the assets of each Employer's Account in any investments permitted under this Agreement.

7.04 Reliance

The Trustee may rely upon any certificate, notice, or other documentary confirmation or any Instruction issued or given by the Trust Administrator, which the Trustee reasonably believes to be genuine and to have been issued or given by the Trust Administrator. The Trustee will not be liable for the acts or omissions of the Trust Administrator or for reasonably following the Trust Administrator's Instructions. In addition, the Trustee has no duty or responsibility to take any action outside the scope of any Instruction from the Trust Administrator, or to refuse any such Instruction, unless the Trustee knows that such action or refusal would result in the Trustee itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by the Trust Administrator.

7.05 Broker Executed Investments

Transactions in investments that require execution through a broker will be executed through such broker or brokers as the Trust Administrator will select. The indicia of ownership of Trust assets will be held by the Trustee at all times, and the Trustee shall serve as sole custodian of Trust assets.

7.06 Affiliated Broker/Dealers

Neither the Trustee, the Trust Administrator, nor any affiliate of the Trustee or Trust Administrator will act as broker dealer to execute transactions, including the purchase of securities directly distributed, underwritten or issued by an affiliate of the Trustee, or otherwise provide investment services with respect to the Trust; provided, however, that the Trustee (or its affiliate) may provide ancillary non-advisory investment services with respect to the Trust, including investment of Trust assets in money market or stable value funds distributed, underwritten or issued by the Trustee (or its affiliate) to the extent these investments are permitted under this Agreement. The Trustee and the Trust Administrator will disclose any services or relationships to each Employer before the Employer's commencement of participation in the Trust and at least annually thereafter, and any such services will be provided at standard commission rates, mark-ups or concessions.

7.07 Quarterly Reports

The Trust Administrator will provide to each Employer a quarterly analysis of the performance of the investments of each Account. The asset information for such analysis will be supplied to Trust Administrator by the Trustee.

ARTICLE VIII.
The Plan Administrator and the Employer

8.01 Action by the Plan Administrator

The Trustee shall be fully protected in reasonably relying upon Instructions provided by the Employer, Plan Administrator, or Trust Administrator.

8.02 Reliance

(a) The Employer agrees that the Trustee may reasonably rely on Instructions from the Plan Administrator and the Trust Administrator, and the Employer agrees that the Trustee shall be under no duty to make an investigation with respect to any Instructions received from the Plan Administrator or the Trust Administrator.

(b) The Employer agrees that neither the Plan Administrator nor the Trust Administrator is an agent of the Trustee.

(c) The Employer may remove a Plan Administrator and designate a new representative at any time by written notice to the Trustee in a form satisfactory to the Trustee. The Employer will give the Trustee prompt written notice of any change in the identity or authority of the Plan Administrator. Removal of Person as Plan Administrator will not have the effect of canceling any Instruction that has been received by the Trustee from the removed Person prior to the date that notice of removal is received by the Trustee. Until written notice of such change is received, the Trustee may conclusively rely upon and be protected in acting on the latest identification provided to it without further inquiry or verification.

ARTICLE IX.
Accounts and Records

9.01 Records

(a) The Trustee shall maintain true, accurate, and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. All accounts, books, and records relating thereto shall be open to inspection and may be audited from time to time by any person designated by the Trust Administrator during the Trustee's regular business hours as mutually agreed to in writing by the parties.

9.02 Accounting

(a) Within 60 days after the close of each calendar year, within 60 days after the removal or resignation of the Trustee, and from time to time as mutually agreed to by the Trust Administrator and the Trustee, the Trustee shall file an account with the Trust Administrator which shall show:

(i) The assets of the Trust Fund, as of the end of such period, and current value thereof; and

(ii) All investments, receipts, disbursements, and other transactions effected by it during such calendar year or other period for which such accounting is filed.

(b) The Trust Administrator may approve such accounting by notice of approval delivered to the Trustee or by failure to express objection to such accounting delivered to the Trustee within 90 days from the date upon which the accounting is delivered to the Trust Administrator. Upon the expiration of 90 days from the date of filing such account with the Trust Administrator or upon earlier specific approval thereof by the Trust Administrator, the Trustee, as between each Employer, the Plan Administrator and the Trustee, will forever released and discharged from all liability as to all items and matters included in such accounting as if settled by the decree of a court of competent jurisdiction, except with respect to any such action or transaction to which the Trust Administrator shall within such 90-day period, file written objections with the Trustee.

9.03 Accounts

(a) **Separate Accounts.** Upon the effective date of an Employer's participation in the Trust, the Trustee will establish a separate Account to which the Trustee will (i) credit all contributions or transfers from the Employer to the Trust and any income and gains attributable to those amounts, and (ii) debit all distributions, transfers from the Trust, and any losses and expenses attributable to those amounts. The Employer will have an interest only in the assets in the Employer's Account, and those assets will be available only to pay the Employer's OPEB Obligations and Pension Obligations and will not be available to pay any other Employer's obligations.

(b) **Subaccounts.** Each Employer's Account contains up to three types of subaccounts (each of which may contain one or more subaccounts): a "Combined Account," "Pension Account," and "OPEB Account". Assets under the Combined Account are available to fund the Employer's Pension Obligations or OPEB Obligations and allocable expenses of participating in the Trust. Assets under the Employer's Pension Account are available only to fund the Employer's Pension Obligation and allocable expenses of participating in the Trust. Assets under the Employer's OPEB Account are available only to fund the Employer's OPEB Obligation and allocable expenses of participating in the Trust. Contributions or transfers to an Employer's Account will be allocated to the subaccounts as follows:

(i) Contributions and transfers received by the Trust on the Employer's behalf will be allocated to the Combined Account, Pension Account or OPEB Account, or any combination of these subaccounts, as directed by the Plan Administrator.

(ii) Any contributions or transfers for which the Plan Administrator does not provide allocation directions will be held in the Combined Account. The Plan Administrator may at any time direct the allocation of amounts in the Combined Account to either the Pension Account or the OPEB Account.

(iii) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to any other subaccount. Notwithstanding the preceding sentence, at the Plan Administrator's direction, the Trustee will reverse any allocation

to the Pension Account or OPEB Account and deposit the funds (together with allocable earnings and losses) in one or both of the other two subaccounts, but only if the Plan Administrator notifies the Trustee in writing within 30 days after the allocation that the allocation was due to mistake of fact and provides any other documentation required by the Trustee in its sole discretion.

ARTICLE X.

Fees and Expenses

10.01 Expenses of Administration

(a) **Generally.** Subject to Section 2.04, each Employer's Account will be charged for allocable Trustee Fees, Trust Administration Fees, and any other fees specified in the Trust Administrative Service Agreement. To the extent permitted in the Trust Administrative Service Agreement and Adoption Agreement, the Employer may elect in the Adoption Agreement to instead pay such fees from the Employer's assets.

(b) **Trust Administration Fees.** "Trust Administration Fees" means the fees of the applicable investment funds and the fees for all services of the Trust Administrator specified in the Trust Administrative Services Agreement. The Trust Administrator is authorized to instruct the Trustee to disburse funds from the Account for the payment of the Trust Administration Fees to the Trust Administrator to the extent not paid by the Employer or deducted from the gross earnings of the investment funds. If and to the extent that the Trustee requests that the Trust Administrator render services to the Trust other than those to be rendered by the Trust Administrator hereunder, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Trustee.

(c) **Trustee Fees.** The Trustee will be paid compensation as provided in the Employer's Adoption Agreement. Such compensation may be paid by the Employer or, upon receipt of Instructions from the Trust Administrator, Employer, or Plan Administrator, may be deducted from the Trust Fund.

(d) **Expenses.**

(i) The Trustee is authorized to disburse funds from the Trust to pay all reasonable expenses of administering the Trust, including, without limitation, any taxes payable by the Trust, insurance premiums, and any fees and expenses of legal counsel, actuaries, and accountants providing services to the Trust.

(ii) The Trustee may charge the Trust for the cost of all securities purchased or received against a payment and credit the Trust with the proceeds received from the securities sold or delivered against the payment. For any trades not settled immediately upon placement, the Trustee shall have the right to sell securities from the Trust in a reasonably prudent fashion sufficient to recover any funds advanced.

10.02 Authorization with Respect to Taxes

The Trustee may execute, as trustee, any declarations or certificates pertaining to the Trust that may be required under any tax law(s) or governmental regulation(s) now or hereafter without

prior approval of the Employer. The Trustee shall notify the Plan Administrator of any tax levied upon or assessed against the Trust Fund of which the Trustee has knowledge. If the Trustee receives no Instructions from the Plan Administrator, the Trustee may pay the tax from the Trust Fund. If the Plan Administrator wishes to contest the tax assessment, it shall give appropriate and timely instructions to the Trustee. The Trustee shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Trustee has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorney's fees.

ARTICLE XI.

Resignation or Removal of Trustee

11.01 Resignation

The Trustee may resign at any time by giving at least 90 days' prior notice of such resignation to the Trust Administrator, or such shorter period as the Trust Administrator may agree to in writing.

11.02 Removal

(a) The Trust Administrator may remove the Trustee (or any successor trustee) upon 60 days' prior written notice to the Trustee, which notice may be waived in writing by the Trustee.

(b) Additionally, with approval of at least two-thirds of the participating Employers, the Employers may instruct the Trust Administrator in writing to remove the Trustee (or any successor trustee) upon 60 days' prior written notice to the Trustee, which notice may be waived in writing by the Trustee, and to replace the Trustee with a corporate Trustee satisfactory to the Trust Administrator in its sole judgment.

11.03 Appointment of Successor Trustee

(a) Upon notice of the Trustee's resignation or removal, the Trust Administrator shall promptly designate a successor corporate Trustee qualified to act as the Trustee of the Trust under applicable state law, such resignation or removal to be effective upon acceptance of appointment by such successor corporate Trustee.

(b) If the Trust Administrator does not designate a successor corporate Trustee, or if a successor corporate Trustee designated by the Trust Administrator has not accepted its appointment within 60 days after the Trustee gives notice of its resignation or receives notice of removal, either the Trustee (at the expense of the Trust) or the Trust Administrator (at its expense) may apply to any court of competent jurisdiction for appointment of a successor.

11.04 Transfer of Assets to Successor Trustee

Upon acceptance of such appointment by a successor Trustee, the Trustee shall assign, transfer, pay over and deliver the assets then constituting the Trust Fund to the successor Trustee. The Trustee is authorized, however, to reserve such reasonable sum of money, as to it may seem advisable, to provide for any sums chargeable against the Trust Fund for which it may be liable,

or for its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after payment of such fees and expenses shall be paid over to the successor Trustee. If the reserve is not sufficient for all amounts otherwise payable hereunder, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee and the Employer, which shall be jointly and severally liable therefor. Each, successor Trustee shall succeed to the title of all securities or other property then held in the Trust Fund and vested in its predecessor without the signing or filing of any further instrument, but any resigning or removed Trustee shall execute all documents and do all acts necessary to vest such title of record in any successor Trustee. The terminating Trustee shall transfer all property of the Trust Fund then held by it to such successor Trustee. The terminating Trustee may require as a condition of making such transfer that the Employer provide the Trustee with an indemnification against any losses arising from the replacement of the Trustee.

11.05 Terminating Trustee's Accounting

Within 60 days after the transfer to the successor Trustee, the terminating Trustee shall provide the Trust Administrator with an accounting in the form and manner prescribed for the annual account by Article IX and the terminating Trustee shall be compensated for such accounting as specified in the relevant Adoption Agreements. Unless the Trust Administrator files written objections with the Trustee within 90 days after such account has been mailed or otherwise delivered, the account shall be deemed to have been approved by the Trust Administrator.

11.06 Changes in Organization of Trustee

Any corporation, banking association or trust company into which a corporate Trustee may be merged, converted or with which it may be consolidated, or any corporation, banking association, or trust company, resulting from any merger, reorganization or consolidation to which a corporate Trustee may be a party, or any corporation, banking association or trust company to which all or substantially all of the trust business of a corporate Trustee may be transferred shall be the successor of the corporate Trustee hereunder without the execution or filing of any instrument or the performance of any other act and with the same powers and duties as conferred upon the Trustee hereunder. In any such event, it shall not be necessary for the Trustee or any successor Trustee to give notice thereof to any person, and any requirements, statutory or otherwise, that notice shall be given is hereby waived.

11.07 Trust Administrator Bankruptcy

(a) If the Trust Administrator becomes insolvent, files for or becomes subject to bankruptcy or a similar proceeding in state or federal court, the Trust Administrator will notify the Trustee in writing as soon as possible. The notification will include confirmation of the Person (s) who will direct the Trustee.

(b) Notwithstanding any provision hereof to the contrary, in the case of bankruptcy, insolvency, or dissolution of the Trust Administrator, the Trustee will have the right to petition a court of competent jurisdiction to appoint a new Trustee, the costs of such action being payable from the Trust Fund.

(c) If the Trustee receives notice of the Trust Administrator's bankruptcy, insolvency or dissolution (either by the Trust Administrator or a court of competent jurisdiction), any fees and other expenses relating to the provision of services under this Trust Agreement (whether current or overdue) may be immediately deducted from the Trust Fund.

ARTICLE XII.

Resignation or Removal of Trust Administrator

12.01 Resignation

The Trust Administrator may resign at any time upon 90 days' prior written notice to each of the Employers, which notice may be waived in writing by the Employers.

12.02 Removal

With the approval of at least two-thirds of the participating Employers, the Employers may remove the Trust Administrator upon 90 days' prior written notice to the Trust Administrator and the Trustee, which notice may be waived by the Trust Administrator.

12.03 Designation of Successor Trust Administrator

Upon notice of the Trust Administrator's resignation, the Employers will promptly designate a successor Trust Administrator qualified to act as the Trust Administrator of the Trust under applicable state law, such resignation to be effective upon acceptance of appointment by such successor Trust Administrator. The Employers will not remove the Trust Administrator unless Employers have designated such a successor Trust Administrator who shall have agreed with Employers and the Trustee to act as the Trust Administrator under an agreement substantially similar to this Agreement.

12.04 Designation of Successor Trustee

Upon notice of the Trustee's resignation or removal, the Trust Administrator shall promptly designate a successor corporate Trustee qualified to act as the Trustee of the Trust under applicable state law, such resignation or removal to be effective upon acceptance of appointment by such successor corporate Trustee.

12.05 Compensation Pending Appointment of Successor

Until a successor Trust Administrator is appointed and assumes its duties as the Trust Administrator under this Agreement, the Trust Administrator shall be entitled to compensation for its services in accordance with Section 10.01(b).

12.06 Merger, Conversion, Consolidation or Sale of Trust Administrator

Any company into which the Trust Administrator may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trust Administrator may sell or transfer all or substantially all of its investment advisory business, shall be, with the prior

consent of Employers in the manner set forth in Section 14.03(b), the successor to such Trust Administrator.

12.07 Successor Trust Administrator; No Duty to Investigate

A successor corporate Trustee shall have no duty to audit or otherwise inquire into the acts or transactions of its predecessor.

ARTICLE XIII. Amendment of Trust

With the approval of at least two-thirds of the Employers then participating in the Trust, the Trust Administrator may amend the Trust; provided, however, that no amendment may: (a) cause any assets held in any Employer's Account to be used for or diverted to any purpose other than for the exclusive purposes of funding the Employer's OPEB Obligations or Pension Obligations, as applicable, or defraying the reasonable expenses of administering the Account; (b) eliminate the requirement that none of the assets held in any Employer's Account revert to the Employer prior to the satisfaction of all OPEB Obligations or Pension Obligations (as applicable) under the OPEB Plan or Pension Plan for which the Account was established; or (c) affect the Trustee's duties, responsibilities, rights, or liability or potential liability under this Trust Agreement, unless the Trustee provides advance written consent to such amendment.

ARTICLE XIV. Participation

14.01 Eligibility

Only public agencies may become participating Employers in the Trust. For this purpose, a public agency means a state, political subdivision of a state, or an entity whose income is excludible from gross income under Section 115 of the Code.

14.02 Commencement of Participation

A public agency may become a participating Employer in the Trust by furnishing the Trust Administrator with the following: (i) an executed Adoption Agreement, (ii) an executed Trust Administrative Services Agreement, (iii) a certified copy of a resolution, minutes, or other documentary evidence of the Employer's governing body approving the adoption of the Agreement, and (iv) any other documentation as the Trust Administrator may require. The public agency will become a participating Employer upon the Trust Administrator's written acceptance of the documents described in the preceding sentence.

14.03 Termination of Participation

(a) An Employer may elect in writing to withdraw from the Trust by filing such election with the Trust Administrator and the Trustee at least 30 days before the effective date of the withdrawal. As soon as administratively practicable after the effective date, the Trustee will segregate the withdrawing Employer's Account and transfer the assets in such Account to a trust established by agreement between the Employer and a successor trustee, but only if the Employer

certifies in writing to the Trust Administrator that the trust satisfies the requirements of Section 115 of the Code.

(b) In the event the Trust Administrator contemplates an assignment of this Agreement in connection with a change of control or otherwise (collectively, an “assignment”), the Trust Administrator will provide each Employer with written notice at least 60 days before the effective date of such assignment. Upon receipt of such notice, each Employer may elect to terminate participation and withdraw from the Trust at any point prior to the effective date of the assignment as set forth in the notice. If an Employer does not provide notice of its desire to terminate within the 60-day notice period, the Employer’s consent to the contemplated assignment will be implied.

(c) If the Employer has a Combined Account and both its Pension Obligation and OPEB Obligation have terminated, Section 14.04(b) will apply. If the Employer has an OPEB Account and its OPEB Obligation has terminated, Section 14.04(c) will apply. If the Employer has a Pension Account and its Pension Obligation has terminated, Section 14.04(d) will apply. An Employer’s Pension Obligation or OPEB Obligation will be deemed terminated for these purposes upon the Trust Administrator’s receipt of a certified copy of a resolution, minutes, or other documentary evidence of the Employer’s governing body approving of the respective termination.

(d) Each Employer agrees to immediately notify the Trust Administrator upon receipt of a determination from the Internal Revenue Service that has the effect of rendering the Employer’s Account ineligible for the tax exemption under Section 115 of the Code, such as any determination that the Employer is not a public agency. In such a case, as soon as administratively practicable after the Trust Administrator notifies the Trustee of the Internal Revenue Service’s determination, the Trustee will segregate and place the Employer’s Combined Account, OPEB Account, and Pension Account (as applicable) in a separate trust established for the exclusive purpose of funding the Employer’s OPEB and Pension Obligation, OPEB Obligation only, or Pension Obligation only, respectively.

14.04 Termination of Employer’s Account

(a) An Employer’s Account will automatically terminate upon the termination of the Employer’s participation in the Trust and the transfer of the assets in the Employer’s Account under Section 14.03.

(b) If an Employer has a Combined Account and maintains an OPEB Plan or Pension Plan, but not both, Section 14.04(b) or (c) (as applicable) will apply to the assets in the Combined Account. If the Employer maintains both an OPEB Plan and Pension Plan, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer’s Combined Account until the Employer’s OPEB Obligation under its OPEB Plan and Pension Obligation under its Pension Plan are fully satisfied. Any assets remaining in the Employer’s Combined Account after both such obligations are fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(c) If an Employer’s OPEB Plan terminates, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer’s OPEB

Account until the Employer's OPEB Obligation under its OPEB Plan is fully satisfied. Any assets remaining in the Employer's OPEB Account after its OPEB Obligation is fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(d) If an Employer's Pension Plan terminates, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's ~~Pension Account until the Employer's Pension Obligation under its Pension Plan is fully satisfied.~~ Any assets remaining in the Employer's Pension Account after its Pension Obligation is fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

14.05 Reversion.

Neither the Trust Administrator nor the Employers nor any entity related to any of them will have any beneficial interest in the Trust or receive any amounts upon termination of the Trust or at any other time, except as provided in Sections 9.03(b)(iii) and 14.04.

ARTICLE XV. Termination of Trust

15.01 Termination of Trust Fund

The Trust may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator.

15.02 Liquidation of Trust

Upon termination of the Trust, the Trust will continue to exist, and the Trust Administrator and the Trustee will continue to have all powers provided in this Agreement as are necessary or desirable for the orderly liquidation and distribution of Trust assets in accordance with the provisions hereof until all Trust assets have been distributed. The Trustee will distribute assets remaining in each Employer's Account at the direction of the Trust Administrator in the following order of priority: (1) payment of reasonable administrative expenses (including taxes and termination costs) of the Trust, (2) payment of the OPEB Obligations and Pension Obligations currently payable under the Employer's OPEB Plan and Pension Plan, as applicable, and (3) payment to a trust that satisfies the requirements of Section 115 of the Code and any other applicable law. .

Until the final distribution of the Trust assets, the Trustee shall continue to have all the powers provided under this Trust Agreement that are necessary or desirable for the orderly liquidation and distribution of the Trust Fund. In no instance upon any termination or discontinuance and subsequent distribution may the Trust Fund or any part of it be used for, or diverted to, purposes other than those described in the preceding paragraph.

ARTICLE XVI.
Miscellaneous

16.01 Applicable Law

The powers and duties of the Trustee and all questions of interpretation, construction, operation, and effect of this Trust Agreement shall be governed by the laws of the State of South Dakota. All contributions to the Trustee shall be deemed to take place in the State of Colorado, and the Trustee shall be liable to account in the courts of that state.

16.02 Evidence

Evidence required of anyone under this Trust Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

16.03 Notices

All communications under this Agreement must be in writing and will be deemed to have been duly given (1) on the date of receipt if served personally or by confirmed facsimile or other similar communication; (2) on the first business day after sending if sent for guaranteed next day delivery by a next-day courier service; or (3) on the fourth business day after mailing if mailed to the party or parties to whom notice is to be given by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to an Employer:	At the address listed for such purpose on the Employer's Adoption Agreement
If to Trust Administrator:	Shuster Advisory Group, LLC 225 S. Lake Ave, #600 Pasadena, CA 91101 Attention: Mark Shuster, Managing Member
If to Trustee:	Alta Trust Company 9380 Station Street, Suite 450 Lone Tree, CO 80124 Attention: Adam Ponder, CEO

16.04 Limitation on Claims

No claim may be made by the Employer against the Trustee for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Trust Agreement. The preceding sentence does not apply to any losses suffered by the Employer's Account due to the Trustee's breach of the standard of care articulated in Section 6.01.

16.05 Severability of Provisions

Should any provision of this Trust Agreement be held invalid or illegal for any reason, such illegality or invalidity shall not affect the remaining provisions of this Trust Agreement, but shall be fully severable, and the Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

16.06 Construction of Trust Agreement

If and whenever the Trustee be, in good faith, in doubt as to the proper construction or interpretation of this Trust Agreement, or any other question that may arise during the administration of the Trust herein created, the Trustee is authorized to resolve all such doubts and questions in such manner as it may deem proper, without the necessity of resorting to a court for construction or instructions, and all decisions so made shall be binding and conclusive on all persons ever interested hereunder. In addition, the Trustee may apply to the Plan Administrator for Instructions, directions, authorizations or information, and the Trustee may demand assurances satisfactory to it that any action that it is directed to take will not adversely affect the tax exemption of the Trust; provided, however, that no such assurances shall be required if, in the opinion of counsel (which counsel may also be counsel for the Employer), such action does not adversely affect the tax exemption of the Trust. This Trust Agreement shall be binding upon all persons who are ever entitled to such benefits hereunder, their heirs, executors, administrators and legal representatives, and upon all Employers and their successors, and upon the Trustee and its successors.

16.07 Spendthrift Provisions

No Beneficiary shall have any right to assign, transfer, appropriate, encumber, commute or anticipate his interest in the Trust Fund, or any payments to be made hereunder, and no benefits or payments, rights, or interests of any such person of any kind or nature, shall be in any way subject to any legal or equitable process or writ by way of levy, garnishment, execution or attachment for payment of any claim against any such person, nor shall any such person have any right of any kind whatsoever with respect to the Trust Fund, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are lawfully made out of the Trust Fund, as and when the same, respectively, are due and payable, under the terms of this Trust Agreement. The Trustee shall not recognize any attempted alienation or encumbrance of the right or interest hereunder of any Beneficiary. Neither the Trust Fund nor any benefits hereunder shall be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person to whom such benefits or funds are payable, nor shall the Trust Fund or any benefits hereunder be considered an asset of such person in the event of his bankruptcy.

16.08 Title of Trust Assets

The legal and equitable title and ownership of all assets at any time constituting a part of the Trust Fund shall be and remain with the Trustee, and no Beneficiary will have any legal or equitable estate therein, save and except that a Beneficiary shall be entitled to receive distribution as and when lawfully made under the terms hereof. Notwithstanding anything to the contrary, the

Trust Fund will be held by the Trustee as title holder only. A Person (or Persons) other than the Trustee will hold custody or possession of the Trust Fund.

16.09 Rights Determined from Entire Instrument

This Trust Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof. This Trust Agreement, for convenience only, has been divided into Articles and Sections, but the rights, powers, duties, privileges, and other legal relationships shall be determined from this Trust Agreement as an entirety and without regard to the division into Articles and Sections or to the headings prefixing such Sections.

16.10 Waiver

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other obligation hereunder or any subsequent failure or refusal to comply with any other obligation hereunder.

16.11 Word Usage

Whenever appropriate, words used in this Trust Agreement in the singular may mean the plural, the plural may mean the singular, and the masculine may mean the feminine. The words “herein,” “hereof,” “hereto” and “hereunder” shall refer to this Trust Agreement.

16.12 Assignment

This Trust Agreement, and any of the rights and obligations hereunder, may not be assigned by the Employer without the prior written consent of the other party, and such consent may be withheld in any such party’s sole discretion. The Trustee may assign this Trust Agreement in whole or in part, and any of its rights and obligations hereunder without the consent of the Employer, provided notice of such assignment is sent to the Employer at least 30 days prior to the effective date of any such assignment. All provisions in this Trust Agreement shall extend to and are binding upon the parties hereto and their respective successors and permitted assigns.

16.13 Force Majeure

The Trustee may delay the processing of any transaction provided for hereunder due to a Force Majeure.

16.14 Complete Agreement

This Trust Agreement and any schedule of fees provided to the Trustee by the Employer or the Plan Administrator embody the entire agreement and understanding of the parties relating to the subject matter hereof.

16.15 Taxes

The Employer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result

of the receipt of services rendered under this Agreement, including but not limited to any tax which the Employer is required to withhold or deduct from payments to the Trustee, except:

(i) Any tax imposed upon the Trustee in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Trustee; and

(ii) Any income tax imposed upon the Trustee by the United States or any governmental entity within the United States.

In order for the exception contained in (i) to apply, the Employer must furnish the Trustee with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that the Trustee may claim the credit. The fees to be charged by the Trustee to the Employer under this Agreement, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where the Trustee is obligated to report and pay VAT with respect to services provided under this Agreement, the Employer agrees to be invoiced by the Trustee for the VAT at the applicable prevailing VAT rate.

16.16 Data

Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Confidential Information provided that any such data does not specifically identify any of Employer's confidential information. The Trustee may share the Employer's data, Personal Information and confidential information among the Trustee's related companies so long as the same protective provisions contained in Section 16.17 are followed by every entity to which disclosure is made.

16.17 Confidentiality

The Trustee and the Trust Administrator and each Employer (by execution of an Adoption Agreement) agree to the confidentiality requirements set forth in this Section 16.17. Each of Trustee and Trust Administrator anticipates that it may provide information to the other and to Employers regarding its operations and services that it deems to be confidential and that Employers may provide information they deem to be confidential, including personal information about Participants, to the Trustee and/or Trust Administrator. To the extent the Trustee, the Trust Administrator and Employers receive such information (a "Receiver") from another party (the "Provider"), each Receiver agrees to maintain any and all such information strictly confidential and shall not, without the Provider's prior written consent, disclose such information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such information in any manner whatsoever, except in accordance with the terms of this Agreement.

(a) Notwithstanding the preceding paragraph, the Receiver may use the Information as reasonably required to carry out the purposes of this Agreement and the information may be disclosed by the Receiver:

(i) To the employees, agents and consultants of the Employer (including the Plan Administrator) in connection with Receiver's performance or use of the services provided under this Agreement, as applicable;

(ii) To auditors, counsel, and other representatives of the Employer and Plan Administrator for the purpose of providing assistance to the Receiver in the ordinary course of Receiver's performance or use of the services, as applicable;

(iii) If legally obligated or compelled to disclose any of the information in order to perform its obligations or under a valid court or regulatory order; iv. If the information is publicly available prior to or subsequent to its disclosure to the Receiver;

(iv) If the Receiver can show that the information was in the possession of the Receiver, or any affiliate at the time of disclosure and was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; or

(v) If the information is independently acquired or developed by the Receiver without violation of its obligations hereunder.

(b) Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of information of the other in their possession, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Each party agrees that it will implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic information and provide the Providers Employer with information regarding such security measures upon the reasonable request.

(c) A breach of any provision of Section 16.17 or of Section 16.18 of this Agreement may cause the Trustee irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity. Notwithstanding the provisions of Article VI, any proceeding brought by the Trustee to seek relief under this provision shall be brought in a federal or state court of competent jurisdiction in Los Angeles, California.

16.18 USA Patriot Act Notification

The following notification is provided to Employer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Employer: When Employer opens an account, if the Employer is an individual, the Trustee will ask for the Employer's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Trustee to identify Employer, and, if Employer is not an individual, Trustee will ask for the Employer's official name, taxpayer identification number, business address, and other information that will allow the Trustee to identify the Employer. The Trustee may also ask, if the Employer is an individual, to see a valid driver's license or other identifying documents, and, if the Employer is not an individual, to see the Employer's legal organizational documents or other identifying documents.

16.19 Execution in Counterparts

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original and no other counterpart need be produced. Telephonic or electronic facsimile copies of original signatures, writings, or initials on this Trust Agreement shall be as valid as the original signatures, writings, or initials.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed by their duly authorized officers effective as of the date and year first written above.

ALTA TRUST COMPANY

As Trustee



By

CEO

Title

10/1/2021

Date

SHUSTER ADVISORY GROUP, LLC,

As Trust Administrator



By Mark Shuster

Managing Partner

Title

9/29/21

Date

CITY OF ARCADIA

TRUST ADMINISTRATIVE SERVICES AGREEMENT

This agreement ("Agreement") is made this 20th day of June 2023, by and between CITY OF ARCADIA (the "Employer") and SHUSTER ADVISORY GROUP, LLC (the "Trust Administrator").

WHEREAS, the Employer has adopted one or more plans, policies, or collective bargaining agreements ("Plans") in order to provide other post-employment health and welfare benefits (other than pensions) ("OPEB") or retirement benefits; and

WHEREAS, the Trust Administrator and Alta Trust Company (the "Trustee") have entered into an agreement (the "Trust Agreement") establishing the Multiple Employer OPEB/Pension 115 Trust (the "Trust"); and

WHEREAS, the Employer has adopted the Trust by executing the adoption agreement to which this Agreement is attached (the "Adoption Agreement") in order to fund the OPEB and retirement benefits payable under the Plans; and

WHEREAS, the Employer wishes to retain the services of the Trust Administrator to administer the Employer's account under the Trust ("Account").

NOW THEREFORE, the Employer and the Trust Administrator hereby agree as follows:

Capitalized words not defined this document are defined in the Trust Agreement.

1. Trust Administrator Services

The Trust Administrator will provide the following services for the Employer's Account:

1.1 Administrative Services

- A.** Instruct the custodian of the Account to make disbursements from the Employer's Account at the direction of the Employer for the payment of OPEB or retirement benefits under the Employer's Plans funded by the Account;
- B.** Verify custodian's receipt of contributions made to the Account as informed by the Employer;
- C.** Provide the Employer after the end of each calendar quarter with an analysis of the performance of the investments of the Account and a statement of the changes in the investments made during such calendar quarter;
- D.** Provide annual statements of Trust accounts;
- E.** Instruct the custodian to disburse funds from the Account for the payment of the fees and expenses described in Section 2.1 and 3.2; and

- F. Coordinate such other actions with the Trustee and custodian of the Account as directed by the Plan Administrator that are within the scope of the Trust Administrator's duties under the Trust Agreement.

1.2 Investment Management Services

- A. Determine the asset allocation of investments in the Employer's Account ("Investment Strategy") based on information provided by the Employer or the Plan Administrator, including the anticipated amounts of cash required by the Plans for distributions and other expenses, and the appropriate risk tolerance for the Plans based on the Plans' asset-liability characteristics and the Employer's resources;
- B. Prepare a recommended policy statement of the Account's Investment Strategy acceptable to the Employer to the extent necessary to accomplish the Account's Investment Strategy ("Investment Policy Statement");
- C. Execute the Account's Investment Strategy by instructing the Trustee to buy and sell shares of investments permitted under the Trust in accordance with the Investment Policy Statement;
- D. In consultation with the Employer, reassess and alter the Investment Strategy and Investment Policy Statement at least annually to the extent necessary to "rebalance" the Account investments; and
- E. Perform reviews at least annually of the performance of the investments held in the Account, add or reduce allocations to each investment or add or delete investments in its judgment (to the extent permitted under the Investment Policy Statement and the Trust), and promptly advise the Employer of any additions or deletions of Account investments.

2. Compensation

- 2.1 **Fees.** For all services provided by the Trust Administrator under this Agreement and the Trustee under the Trust Agreement, the following fees will apply:

Trust Administration Fees (This Agreement) ¹ :	0.01%
Trustee Fees (Trust Adoption Agreement) ² :	0.02%
Custodial Asset Based Fee (Custodial Agreement) ³ :	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.12%

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest year-end balance of the first 3 contract years.

2 - Annual minimum fee per plan of \$500. Annual maximum fee per plan of \$5,000.

3 - Annual minimum fee per plan of \$400. Custodian may also charge fees related to non-standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

The Trust Administrator will notify the Employer in writing of any change in the above fee amounts at least 60 days before the effective date of the change.

2.2 Fees for Additional Services. If and to the extent that the Employer requests the Trust Administrator to render services other than those described under this Agreement, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Employer.

2.3 Pooled Investments. Assets invested by the Trust Administrator under the terms of this Agreement may from time to time be invested in individual securities, or in a proprietary money market mutual fund or local government investment pool (either, a "Pool"). Each Pool is a commingled fund managed by the Trust Administrator. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Trust Administrator and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

3. Expenses

3.1 Furnishing of Administrative Services, Office Space, Equipment and Personnel. The Trust Administrator will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel required to perform the services under this Agreement, inclusive of reasonable costs required to attend meetings with the Employer.

3.2 Expenses of Employer's Account. Except as otherwise provided in this Agreement, Employer agrees to pay all expenses under the Trust incurred by (or allocable to) the Employer's Account including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Account's independent auditors and legal counsel, insurance premiums, expenses of the Trustee, the keeping of books and accounts, and the allocable costs of the annual Trust accounting described in Section 9.02 of the Trust Agreement. The Trust Administrator will calculate expenses allocable to the Account on a pro-rata basis, or in any other reasonable and equitable manner determined by the Trust Administrator.

4. Payment Terms. At the end of each calendar month, the Trust Administrator will prepare and submit fees and expenses under this Agreement as described in Sections 2.1 and 3.2. Except to the extent that the Employer has elected in the Adoption Agreement to pay such fees and expenses, the Employer authorizes the Trust Administrator to charge such fees and expenses to the Employer's Account and authorizes and instructs the custodian to disburse funds from the Account for the payment of the fees and expenses. If the Employer has elected in the Adoption Agreement to pay such fees and expenses the Trust Administrator will prepare and submit monthly invoices to the Employer. If the Employer does not fully pay any invoice within 15 calendar days after the invoice's postmark, then the Employer hereby authorizes the Trust Administrator to charge the unpaid amount to the Account and instructs the custodian to disburse such amount from the Account for the payment of the fees and expenses. If sufficient funds are not available or cannot for any reason otherwise be disbursed from the Account, the Trust Administrator will notify the Employer, and the Employer will pay the unpaid amount to the Trust Administrator from other sources within 10 calendar days after receiving the notice.

5. **Registered Advisor; Duty of Care.** The Trust Administrator hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator will immediately notify the Employer if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein in any way constitutes a waiver or limitation of any rights which the Employer, the Trust, or the Trust Administrator may have under any federal securities laws. The Employer hereby authorizes the Trust Administrator to sign an Internal Revenue Service Form W-9 on behalf of the Employer and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.
6. **Trust Administrator's Other Clients.** The Employer understands that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Employer agrees that the Trust Administrator, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account. The Trust Administrator has no obligation to purchase, sell or exchange any security for the Employer solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.
7. **Risk Acknowledgment.** The Trust Administrator does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Trust Administrator may use, or the success of Trust Administrator's overall management of the Account. The Employer understands that investment decisions made for the Employer's Account by the Trust Administrator are subject to various markets, currencies, economic, political and business risks, and that those investment decisions will not always be profitable. The Employer understands that past performance does not necessarily predict future performance for the Account. The Trust Administrator will manage only the securities, cash and other investments held in Employer's Account and in making investment decisions for the Account, the Trust Administrator will not consider any other securities, cash or other investments owned by the Employer or any of the Plans. Neither the Trust Administrator nor its officers, directors, agents, employees, and affiliate shall be liable for any losses in the Account, or any loss, cost, indebtedness, or liabilities arising from the Trust Administrator's management of the investments in the Account (together, "Losses") except for any Losses that result from an act or omission of the Trust Administrator constituting a violation of law or an act or omission of the Trust Administrator constituting gross negligence, willful misfeasance, bad faith or reckless disregard of its obligations under this Agreement or as otherwise may be provided by law. The Trust Administrator is not responsible for any loss incurred by reason of any act or omission of the Employer, the custodian of the Account, a third party manager, any broker-dealer, or any other third party.
8. **Term of Agreement.** This Agreement will remain in effect until terminated by either party at any time by giving 60 days' written notice to the other party of its intent to terminate.
9. **Force Majeure.** The Trust Administrator has no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the

business activities of the Trust Administrator or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

10. **Disciplinary Actions.** The Trust Administrator will promptly notify the Employer if the Trust Administrator is found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other regulatory agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.
11. **Confidentiality.** The Trust Administrator will not disclose any information relating to the Plans or the Account except to authorized officers of the Employer, the Plan Administrator the Trustee and third parties retained by the Trust Administrator to perform specific services within this Agreement without the Employer's consent. The Employer will not disclose any information relating the Trust to individuals other than authorized officers of the Employer and the Plan Administrator, or their respective designees, without the Trust Administrator's consent.
12. **Independent Contractor.** The Trust Administrator, its employees, officers and representatives, will not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Employer or the Account by virtue of this Agreement or any actions or services rendered under this Agreement.
13. **Records.** The Trust Administrator will maintain appropriate records of all its activities hereunder. The Trust Administrator will use its best efforts to provide the Employer with a statement within 60 days following the end of each calendar quarter showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received during the quarter, and the value of assets held on the last business day of the calendar quarter, all as provided for in the Trust Agreement, based on the information requested from and furnished to it by the Trustee.
14. **Ownership of Reports and Documents.** The Trust Administrator acknowledges that the originals of all correspondence, documents, reports and records produced in the course of providing the services pursuant to this Agreement are the property of the Employer. In the event this Agreement is terminated, the Trust Administrator agrees to provide such originals to the Employer. The Trust Administrator will not furnish copies of any such correspondence, documents reports and records to any party other than the Employer or the Plan Administrator, or their respective designees, or third parties retained by the Trust Administrator to perform services under this Agreement without the Employer's consent. Notwithstanding the preceding provisions of this paragraph, the Trust Administrator is authorized to retain copies of any correspondence, documents, reports, and records to the extent needed to comply with applicable law, including but not limited to federal securities laws.
15. **Trust Administrator's Disclosure Statement.** The Trust Administrator warrants that it has delivered to the Employer, at least 48 hours prior to the execution of this Agreement, the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II, including, without limitation, Schedule H thereto (disclosure statement). The Employer

acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.

16. **Amendment.** This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.
17. **Successors and Assigns.** The provisions of this Agreement are binding on the Trust Administrator and its respective successors and assigns, provided, however, that the rights and obligations of the Trust Administrator may not be assigned without the Employer's consent.
18. **Designees.** In accordance with Section 1.18 of the Trust Agreement, the Employer will certify to the Trust Administrator in writing the persons or entity with the plenary authority pursuant to applicable state law over the investment and management of the Employer's Plans or its designee ("Plan Administrator"). The Plan Administrator has the authority to act on behalf of, and to exercise any of the rights of, the Employer under this Agreement. In accordance with Section 6.1(I) of the Trust Agreement, the Trust Administrator may designate and engage the services of such agents, representatives, advisors, counsel, accountants and other third parties, including affiliates of the Trust Administrator, and delegate its authority to perform specified services under this Agreement to such third parties. Any such designee shall have the authority to perform the services delegated to it by the Trust Administrator. Any officer of the Trust Administrator has the authority to exercise any of the rights of the Trust Administrator under this Agreement.
19. **Notice.** Written notices required under this Agreement will be sent by regular mail, certified mail, overnight delivery or courier, and will be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Employer's Address:

City of Arcadia
240 W. Huntington Drive
Arcadia, CA 91007
Attn: City Manager

Trust Administrator's Address:

Shuster Advisory Group, LLC
155 N. Lake Ave, #500
Pasadena, CA 91101
Attn: Mark Shuster, Managing Member

20. **Arbitration.** The Employer understands and agrees that, to the extent permitted by law, all claims and disputes arising out of transactions or activities in connection with the Account, or construction, performance, or breach of this Agreement, will be determined by arbitrators sitting in Los Angeles, California, in accordance with the current rules then in effect of the American Arbitration Association. The arbitrators may allocate attorneys' fees and arbitration costs between parties. In this regard, the Employer understands that: (1) Arbitration is final and binding on the parties; (2) the parties are waiving their right to seek a judicial determination in court, including the right to jury trial; (3) pre-arbitration discovery

is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who are in the securities industry; and (6) arbitration will be conducted according to the securities arbitration rules then in effect of the American Arbitration Association.

21. **Applicable Law.** This Agreement will be construed, enforced and administered according to the laws of the state of California, without regard to its conflicts of law principles. In the event that either party institutes legal proceedings against the other, venue will lie in any court of competent jurisdiction in the state of California.
22. **Entire Agreement.** This Agreement, including exhibits and any other documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, with respect thereto.
23. **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.
24. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed to be a complete original and all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date set forth in the first paragraph of this Agreement.

TRUST ADMINISTRATOR
Shuster Advisory Group, LLC

EMPLOYER
City of Arcadia

By: _____

By: _____

Its: _____

Its: _____

**CITY OF ARCADIA
INVESTMENT ADVISOR AGREEMENT
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST**

This agreement ("Agreement") is entered into between **Shuster Advisory Group, LLC** ("Shuster"), a California limited liability company, and **City of Arcadia** ("Employer") as further identified on Appendix A, as the responsible plan fiduciary for the **Plans** as further identified in Appendix A, desires to engage Shuster to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** The account for which the Shuster is providing investment advisory service is part of a multiple employer trust intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and the Employer has fiduciary authority with respect to the account for the employer.
2. **Term.** The term of this Agreement will commence **June 20, 2023**.
3. **Services.** SHUSTER agrees to perform the Fiduciary Services described in Appendix B.
4. **Fees.**
 - (A) The compensation, direct and indirect, of Shuster for the performance of the Services is described in Appendix D.
5. **Fiduciary Status: Limitations on Functions.** Employer acknowledges that:
 - (A) In performing the Fiduciary Services, Shuster is acting as an investment fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.
 - (B) In performing Fiduciary Services, Shuster does not act as, nor has Shuster agreed to assume the duties of, a trustee or the Plan Administrator, and Shuster has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
 - (C) Shuster does not provide legal or tax advice.
 - (D) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, Shuster does not and cannot guarantee financial results.
 - (E) Shuster may, by reason of performing services for other Employers, from time to time acquire confidential information. Employer acknowledges and agrees that Shuster is unable to divulge to the Employer or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
 - (F) Shuster is entitled to rely upon all information provided to Shuster (whether financial or otherwise) from reputable third parties or by Employer, Employer's representatives or third-party service providers to Employer, the Plan or the Shuster, without independent verification. Employer agrees to promptly notify Shuster in writing of any material change in the financial

and other information provided to Shuster and to promptly provide any such additional information as may be reasonably requested by Shuster.

- (G) Employer understands that Shuster: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.
- (H) Shuster has no responsibility to provide any services related to assets not included in the Shuster investment portfolio or purchased directly by Client. Such assets shall be referred to collectively as “Excluded Assets.” The Excluded Assets shall be disregarded in determining the Fees payable to Shuster pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the “Included Assets”).

6. Representations of Employer. Employer represents and warrants as follows:

- (A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. Shuster is entitled to rely upon this statement until notified in writing to the contrary.
- (B) The person signing the Agreement on behalf of Employer has all necessary authority to do so.
- (C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of Employer represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by Shuster.
- (D) The Plan and related Trust permit payment of fees out of Plan assets. Employer has determined that the fees charged by Shuster are reasonable and are the obligation of the Plan; however, if Employer desires, it may pay the fees directly, rather than with Plan assets.

7. Representation of Shuster. Shuster represents as follows:

- (A) Shuster is registered as an investment adviser (“RIA”) under the Investment Advisers Act of 1940.
- (B) The person signing this agreement on behalf Shuster has the power and authority to enter into and perform this Agreement.
- (C) Shuster agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;
Shuster is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;
Shuster is not responsible for the actions by or the failure to act by Employer, by other service providers, or by Plan participants to protect Data;
Shuster shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of Shuster.

8. **Standard of Care.** Shuster will perform the Fiduciary Services described in Appendix B to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B).
9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, Shuster will have no further obligation under this Agreement to act or advise Employer with respect to services under this Agreement.
10. **Receipt of Disclosure and Consent to Electronic Delivery.** Employer acknowledges receipt and undertakes to review and consider the disclosures made by Shuster (including in this Agreement, the Form ADV Part 2 and Shuster Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.
- Further, Employer consents to electronic delivery (via email or other generally accepted method) of current and future distributions of Shuster's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to Shuster.
11. **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the Employer's address listed on Appendix A and Shuster's address, 225 S. Lake Ave, Ste. 600, Pasadena, CA 91101, or such other address as any party shall have designed by notice in writing to the other party.
12. **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.
13. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.
14. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.
15. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
16. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
17. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.

18. Arbitration Agreement. To the extent permitted by law, all controversies between Employer and Shuster, which may arise out of or relate to any of the services provided by Shuster under this Agreement, or the construction, performance or breach of this or any other Agreement between Shuster and Employer, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Pasadena, Los Angeles County, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

19. Amendment Process. The Agreement may be modified, by written agreement of both Employer and Shuster.

20. Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Employer or Plan or any other party may have under federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on Shuster or the Employer until each has accepted it, in writing, as indicated by their signatures below.

EMPLOYER:

Shuster Advisory Group, LLC

Signature: _____

Signature: _____

Name: _____

Name: Mark Shuster

Title: _____

Title: Managing Member

Date: _____

Date: _____

*The Employer is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

APPENDIX A – EMPLOYER/PLAN SPONSOR - PLAN INFORMATION

EMPLOYER/Plan Sponsor City of Arcadia	Tax ID#		
Plan Name 1 City of Arcadia OPEB Trust Account	Type of Plan ☒ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Plan Name 2 City of Arcadia Pension Stabilization Trust Account	Type of Plan ☐ OPEB Plan ☒ Pension Plan ☐ Other: _____		
Plan Name 3	Type of Plan ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Plan Name 4	Type of Plan ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Plan Name 5	Type of Plan ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Mailing Address 240 West Huntington Drive	City Arcadia	State CA	Zip Code 91066
Phone	Email (for purposes of notice/electronic delivery)		
Legal Address (☒ Same as Mailing Address)	City	State	Zip Code

APPENDIX B – FIDUCIARY SERVICES

Shuster will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s) as well as the criteria and standards for selecting and monitoring the investments. The Employer shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
2. Consistent with the Investment Policy Statement, Shuster will select the initial investment options within the Plan(s).
3. Shuster will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.
4. Shuster will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.
5. Meet with Employer on a periodic basis to discuss reports and recommendations.
6. Annually review the IPS with the Employer to ensure it continues to meet the Employer's needs.

LIMITATIONS ON FIDUCIARY SERVICES

Shuster shall not be responsible or liable for the recommendations of or services rendered by anyone other than Shuster. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of Employer, Plan Sponsor, Custodian, and Trustee.

APPENDIX C - FEE SCHEDULE

1. Shuster will not receive any other compensation, direct or indirect, for its services under this agreement. If Shuster receives any other compensation for Services, Shuster will disclose the amount of such compensation, the services provided for such compensation, the payer of such compensation, and a description of Shuster's arrangement with the payer to the Employer and will offset that compensation against its stated fees.
2. All fees are billed in arrears.
3. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
4. If this Agreement is terminated prior to the end of a billing period, Shuster shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
5. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group, LLC"
6. The annual fee for services shall be as follows:

Beginning with the effective date of this Agreement, the annual fee for service shall be 0.12% (12 basis points) per annum, charged as 0.01% monthly to all included assets in each Plan as of the date of the calculation. Fees will be deducted from Plan assets and will be paid to Shuster by the Trust/Custodian for the Plan(s).

At Shuster's discretion the billing period described above may be adjusted to quarterly.



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Jan Balanay, Senior Engineering Assistant

SUBJECT: CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE FISCAL YEAR 2022-23 PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$1,525,000, WITH A 10% CONTINGENCY

CEQA: Exempt

Recommendation: Approve

SUMMARY

As part of the City's Capital Improvement Program ("CIP"), the Public Works Services Department ("PWSD") is preparing to rehabilitate the asphalt pavement on various streets in the City. The streets were identified in the Pavement Management Program and based on their usage and Pavement Condition Index ("PCI"), have the greatest need for rehabilitation. To ensure that the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid process and Onyx Paving Company, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project in the amount of \$1,525,000, with a 10% contingency.

BACKGROUND

The PWSD is responsible for the maintenance and repair of approximately 147 miles of paved streets within the City. As part of the City's Pavement Management Program, the condition of all City streets are inspected and rated on a scale of 0-100. This rating system is called the Pavement Condition Index ("PCI") and is used to help determine which streets require asphalt pavement rehabilitation. Streets with scores below 40 are 'failing' and streets with scores between 40 and 60 are considered in poor/fair condition.

According to the Citywide Pavement Management Program, the following street segments have the highest need for repaving:

- Cambridge Drive from Baldwin Avenue to Harvard Drive – PCI of 40
- Sycamore Avenue from Santa Anita Avenue to Highland Oaks Drive - PCI of 40

- Encanto Drive from Altura Road to Golden West Avenue - PCI of 39
- Norman Avenue from First Avenue to Second Avenue - PCI of 35
- Norman Avenue from Second Avenue to Fourth Avenue - PCI of 32

It should be noted that PCI scores alone do not determine which streets should be repaved. For instance, the City also takes considers the traffic volume of streets before determining repaving. It is also more cost-effective to repave streets prior to their PCIs lowering to very poor condition and requiring more resources to repair. The current range of PCI for the specified streets require grind and overlay rehabilitation; however, if the PCI of these streets drop even lower, more extensive rehabilitation such as full pavement reconstruction would be required to repair. Full reconstruction costs are much higher than grind and overlay work. A copy of the Project Location Map detailing the segments listed above is attached as Exhibit "A".

DISCUSSION

The project involves the repair of any localized potholes and failed pavement, grinding the edges of the pavement adjacent to the gutters to transition the new pavement to the existing gutter, replacing broken curb and gutter as necessary, and installing new ADA-compliant curb ramps at the intersections. The new pavement surface will utilize recycled rubber in the pavement mix to help reduce future cracking and to add strength to the asphalt pavement; the rubber in the pavement mixture also helps reduce road noise. Following the intended repairs, the condition of these street sections should be raised to a PCI of 100.

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483 and bid packages were provided to contractors that perform this type of work. On May 23, 2023, the City Clerk's office received four bids with the following results:

Bidder	Location	Base Bid Amount
Onyx Paving Company, Inc.	Anaheim, CA	\$ 1,525,000.00
Sequel Contractors, Inc.	Santa Fe Springs, CA	\$ 1,765,808.50
Hardy & Harper, Inc.	Lake Forest, CA	\$ 1,798,000.00
All American Asphalt	Corona, CA	\$ 2,158,088.00

Bid documents were reviewed for content and the contractor's background was also investigated. Based on this review, it has been determined that Onyx Paving Company, Inc. is the lowest responsive bidder and is qualified to complete the project. Onyx Paving Company, Inc. has successfully completed similar projects on time and within budget for local and regional agencies in California such as the Cities of Dana Point, Downey, Irvine, La Mirada, Laguna Niguel, Rancho Cucamonga, Riverside, South El Monte, and Tustin. Onyx Paving Company, Inc. also successfully completed the Fiscal Year 2021-22 Pavement Rehabilitation Project for the City of Arcadia.

ENVIRONMENTAL ANALYSIS

This project is a Class 1 exemption pursuant to California Environmental Quality Act ("CEQA") Section 15301 Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

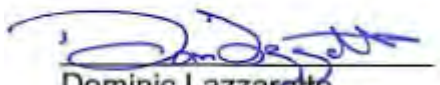
FISCAL IMPACT

Funds in the amount of \$2,050,000 have been budgeted in the Fiscal Year 2022-23 CIP for the Pavement Rehabilitation Project. The total cost for the Fiscal Year 2022-23 Pavement Rehabilitation Project is \$1,525,000. With the request for a 10% contingency, the total potential project cost would be \$1,677,500.

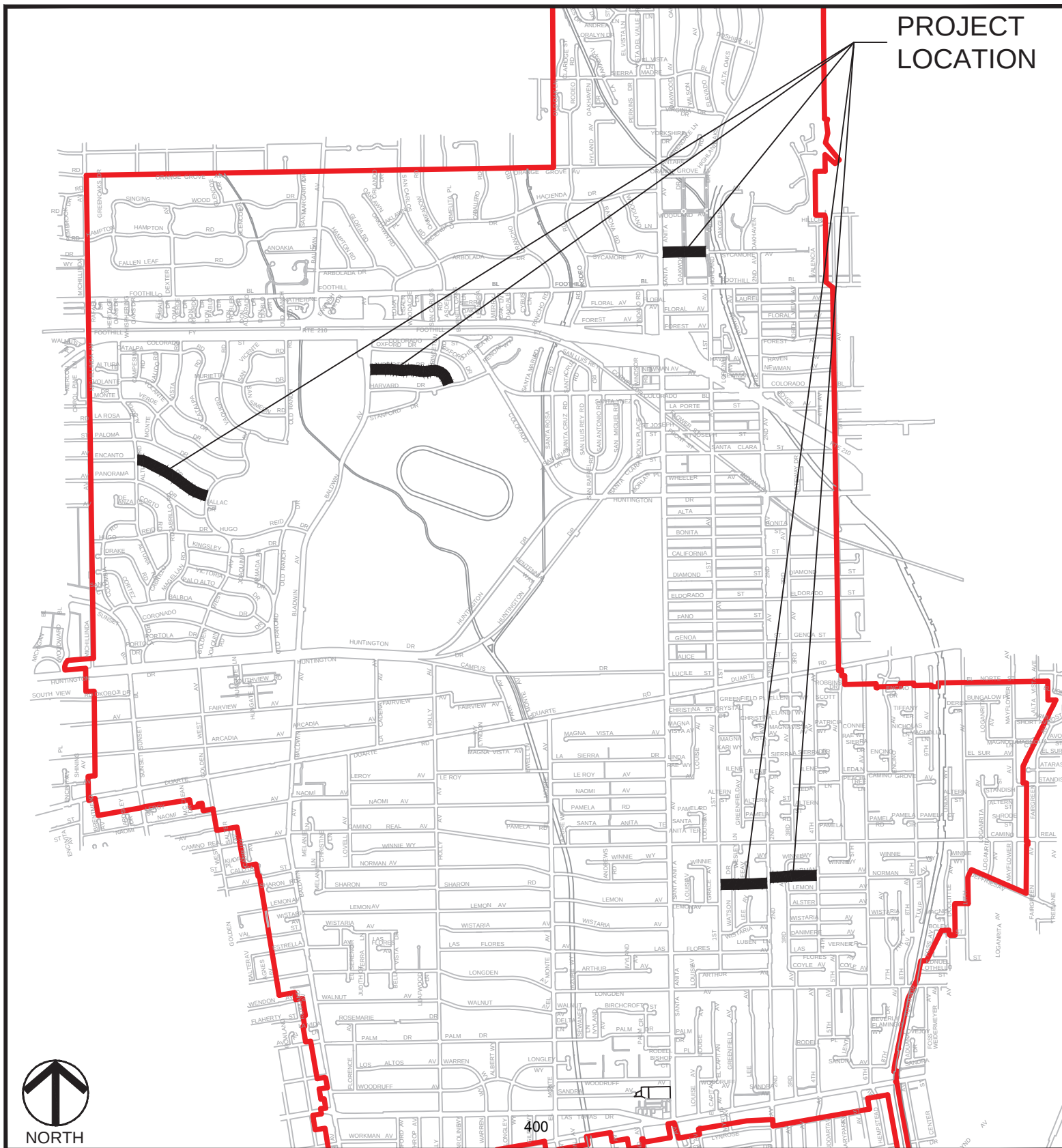
RECOMMENDATION

It is recommended that the City Council determine this project is a Class 1 exemption under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project in the amount of \$1,525,000, with a 10% contingency.

Approved:


Dominic Lazzaretto
City Manager

Attachments: Exhibit "A" - Project Location Map
Proposed Contract



CITY OF ARCADIA

**2022/2023 PAVEMENT REHABILITATION PROJECT
PROJECT No.: 33854023**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
ONYX PAVING COMPANY, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

This CONTRACT, No. _____ is made and entered into this ____ day of _____, 2023, by and between City of Arcadia, sometimes hereinafter called "City," and **Onyx Paving Company, Inc.**, 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:

2022/2023 Pavement Rehabilitation Project / Project No.: 33854023

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 **Ninety (90)** 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 **ONE MILLION, FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$1,525,000.00)**. 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 Special Conditions, 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 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

ONYX PAVING COMPANY, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney



STAFF REPORT

Library and Museum Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services
By: Pat Smith, Library Services Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CITIGUARD, INC. FOR SECURITY GUARD SERVICES FOR FISCAL YEARS 2023-24 THROUGH 2025- 26, IN AN AMOUNT NOT TO EXCEED \$93,600, WITH THE OPTION OF THREE ONE-YEAR RENEWALS
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The current contract for the Arcadia Public Library's security guard services is due to expire on June 30, 2023. To guarantee continuity in security coverage, a Request for Proposals ("RFP") for security guard services was issued starting at the beginning of Fiscal Year 2023-24. Of the 16 submitted proposals, Citiguard, Inc. offered the best quality service for the best price. It is recommended that the City Council approve, authorize, and direct the City Manager to enter into a Professional Services Agreement with Citiguard, Inc. for unarmed security guard service at the Arcadia Public Library for a period of three years, with an option to renew for a maximum of three one-year renewals thereafter, for an annual amount not to exceed \$93,600.

BACKGROUND

The Arcadia Public Library hosts up to 40,000 patrons each month, including many children from nearby schools. In order to maintain an orderly and safe atmosphere where quiet study is possible, the Library requires a security monitor to circulate throughout the building, encouraging patrons of all ages to conduct themselves in a manner that does not intrude on others and complies with the Library's Code of Conduct. In recent years, the Library has seen an increase in disruptive incidents, making the presence of reliable, well-trained security imperative.

The City's current security guard vendor, Security Patrol Management & Services, has been the successful contractor with the Library since 2004. Most recently, Security Patrol

Management & Services were awarded the contract in 2017, which expires this year; however, they declined to submit a proposal for the proposed contract.

DISCUSSION

Staff published a Request for Proposal on April 18, 2023, which was advertised online and posted in the City Clerk's office, City Council Chambers, Arcadia Public Library, and on the City's website. After a three-week submission period, 16 proposals were received, with one being disqualified for arriving after the deadline and four being disqualified for failing to follow submission requirements. The remaining 11 bidders were: Power Security, Securitas, Citiguard, Hollywood Elite, California Panther, Quest, Irvine Protect Security, Secure Net Alliance, Select Patrol, Legion, and Scaife.

A committee comprised of four City staff members convened to review and rate the proposals using a 100-point evaluation system. The proposals were evaluated according to thoroughness and understanding of work, related experience, references, quality of proposal, and costs. Figure 1.1 is a summary of the average scores and final rank of the top six proposals by category. The remaining five proposals fell significantly short in one or more of the areas considered by the review committee.

Figure 1.1 – Average Scores for Security Guard Services Proposals

COMPANY NAME, CITY	THOROUGHNESS & UNDERSTANDING OF SCOPE OF WORK	RELATED EXPERIENCE	REFERENCES	PROPOSAL QUALITY	COST PROPOSAL	TOTAL
Citiguard	24	18	15	19	20	96
Power Security	24	19	15	17	15	90
Hollywood Elite	21	17	14	18	17	87
California Panther	21	18	15	15	17	86
Secure Net Alliance	22	16	14	17	15	84
Securitas	24	19	15	17	13	84

Citiguard's bid was professional, thorough, and clearly presented. Their experience closely parallels the clientele and environment at Arcadia Public Library, and their references (Bakersfield Police Department, LAHSA, and the California Department of Transportation) provided positive and helpful feedback.

Citiguard's bid provides one trained security guard per shift during the hours the Library is open for a total of 60 hours per week. Citiguard will provide uninterrupted guard services overseen by an account manager and will also provide the appropriate technology and

reporting software to support their services. The assigned guards will maintain an orderly environment and will be able to work with patrons of all ages; guards will carry a two-way radio while on duty, dressed in a uniform that clearly identifies their company and role, and will communicate with Library staff and follow recommendations, as appropriate.

The estimated cost per hour (\$25.00) includes all key personnel assigned to the Library. Citiguard's total cost for the first year (\$77,940) is below the Library's estimated budget, allowing for unexpected incidental costs and reasonable increases over the term of the contract, which is three years with the option of three one-year renewals. The Library has determined that Citiguard, Inc. is the most qualified bidder for security guard services.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The first-year cost (\$77,940) has been budgeted in the City's FY 2023-24 Operating Budget. The funding for years two and three will be requested in the respective operating budgets for FY 2024-25 and FY 2025-26.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project, and therefore, is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Citiguard, Inc. for Security Guard Services for Fiscal Years 2023-24 through 2025-26, in an amount not to exceed \$93,600, with the option of three one-year renewals thereafter.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
SECURITY GUARD SERVICES**

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and Citiguard, Inc., a Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: Security guard services for Arcadia Public Library (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$93,600 per year. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from **July 1, 2023**, to **June 30, 2026**, with an option to renew on a year-by-year basis for a maximum of three (3) one (1) year renewals as mutually agreed upon unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

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

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

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

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

14. Verification of Employment Eligibility.

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

16. Laws and Venue.

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

17. Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91066

Attn: Darlene Bradley, Director Library/
Museum Services

CONSULTANT:

[***INSERT NAME ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

CITY OF ARCADIA

CITIGUARD, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael J. Mauer
City Attorney

Its: _____

Printed Name

EXHIBIT A

Scope of Services

1. Consultant shall provide non-sworn, unarmed, uniformed security guard services for the City of Arcadia at the Arcadia Public Library for a total of 3, 100 hours per year as described in Exhibit B, "Schedule of Services," below.
2. Services shall begin on July 1, 2023, and continue for a period of three (3) years until June 30, 2026, with an option to renew on a year-by-year basis for a maximum of three (3) one (1) year renewals as mutually agreed upon. In the event the Consultant does not wish to renew this agreement, Consultant must provide at least thirty (30) days written notice to the City of Arcadia prior to June 30 of any year this agreement is in effect.
3. The Consultant shall provide guard services without interruptions. Whenever possible, the same guard(s) shall provide the services daily. In the case of interruptions in service, including, but not limited to, absenteeism, the Consultant must provide a replacement in a reasonable amount of time that will cover agreed-upon Library hours. Additionally, the Consultant must notify the Library immediately upon receiving a tardy notice from the scheduled guard(s).
4. Consultant shall provide and supervise security guards who have passed pre-employment drug-screening and background checks; and who have the mental and physical qualifications, experience and training needed to successfully perform their assigned duties. The Consultant is responsible for ensuring that security guards have a clear understanding of performance standards, as well as both required and prohibited activities. The City and Arcadia Public Library will provide site-specific training and guidance to the vendor as needed.
5. The Consultant's agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Collection and Investigative Services. Such licenses and permits are to be presented to the City of Arcadia and the Arcadia Public Library on demand and include Private Patrol Operator's License, and Guard Registration Card.
6. The Security Guard's main responsibility will be to maintain a quiet and orderly atmosphere for all library patrons.
7. Security Guard(s) shall not be permitted to carry a weapon of any type.
8. Security Guard must be of a temperament to work and communicate with adults, teens, and children of all ages and be capable of controlling a crowd in all circumstances.
9. Security Guards will be required to use a two-way radio while on duty.
10. Security Guard shall be dressed in uniform with appropriate emblems and/or badges identifying his/her occupation and company.
11. The Security Guard will check-in and check-out with Library staff, logging the arrival and departure time on a daily basis, as well as submit quarterly reports describing work performed, work status, work progress, difficulties encountered, remedial actions taken, and performance complaints and violations reported within thirty (30) business days following the last business day of the end of each calendar quarter. Performance complaints and violations include, but are not limited to, the following:
 - A. No-show rate/No backfill.
 - B. Missed guard shifts.

- C. Customers', patrons', and City of Arcadia and the Arcadia Public Library and its on-site liaison personnel complaints.
 - D. Violations of policies, procedures, and performance requirements.
 - E. Violations of uniform dress, appearance standards, and proper identification.
12. The Security Guard's break times shall be agreed upon by the Security Guard and Library personnel, and the Security Guard will be responsible for communicating when a break starts and ends.
13. The City of Arcadia will not be responsible for any insurance for any Security Guard provided. The City of Arcadia will not be liable for injuries sustained by and Security Guard provided by Vendor while on duty on City of Arcadia property.

EXHIBIT B

Schedule of Services

The Consultant will provide a total of approximately 3,100 hours per year of security services. Services should begin on July 1, 2023, and continue for a period of three (3) years until June 30, 2026, with an option to renew on a year-by-year basis for a maximum of three (3) one (1) year renewals.

The average work shift on a business day may consist of eight (8) to twelve (12) hours.

Regular Hours

Monday – Thursday	10 a.m. – 9 p.m.
Friday	10 a.m. – 6 p.m.
Saturday	10 a.m. – 6 p.m.

The City and Arcadia Public Library will provide notice of holiday closures, other dates the Library will be closed, or any changes to Library hours. Security Guard services will not be required on Library holidays or on other dates when the Library will be closed.

Library holidays and closures are detailed in Exhibit D of the sample Professional Services Agreement.

EXHIBIT C

Compensation

The annual cost for services will be up to or less than \$93,600 for a total of 3,100 hours per year.

The Consultant's compensation is the hourly billing rates set forth on the Consultant's Cost/Fee Proposal. Hourly billing rates are flat rates which include all wages, benefits, allowances, differentials, and are billable for time worked. Consultant is required to comply with all wage laws, labor code laws, and California meal and rest break laws for the personnel classification type. Hourly rates must include all clerical support, materials fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under the Professional Services Agreement.

Consultant is required to submit timesheets noting each day worked from each unarmed security guard. Timesheets will be submitted with an invoice monthly and are subject to approval by the on-site liaison. Coverage for an absent unarmed security guard must be at the originally posted unarmed security guard's billing rate. The City of Arcadia and the Arcadia Public Library will not be charged for overtime costs if the Consultant's relief unarmed security guard is late for any reason and the current unarmed security guard's shift is extended past eight (8) hours or a 40-hour given week. Consultant shall absorb such overtime costs.

EXHIBIT D

Library

The City and Arcadia Public Library will provide notice of holiday closures, other dates the Library will be closed, or any changes to Library hours. Security Guard services will not be required on Library holidays or on other dates when the Library will be closed.

Current holidays are as follows:

- New Year's Eve (one-half day)
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve (one-half day)
- Christmas Day



STAFF REPORT

Police Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL FOR JAIL OPERATION SERVICES FOR FISCAL YEARS 2023-24 THROUGH 2025-26, IN AN AMOUNT NOT TO EXCEED \$1,215,300 OVER THE THREE-YEAR PERIOD, WITH THE OPTION OF THREE, ONE-YEAR RENEWALS

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City has a Professional Services Agreement with Allied Universal for jail operation services, which expires on June 30, 2023. It is recommended that the City Council approve and authorize the City Manager to enter into a new Professional Services Agreement with Allied Universal for Fiscal Years 2023-24 to Fiscal Years 2025-26, in an amount not to exceed \$1,215,300 over three years, with an option to renew for three additional one-year periods.

BACKGROUND

The Arcadia Police Department jail is a 20-bed "Type I Jail Facility," as described in the California Code of Regulations, Title 15. A Type I Jail is a local detention facility where persons are held for not more than 96 hours (excluding holidays) after booking. The jail holds inmates prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear and prisoner DNA collection. Jail staff is responsible for the safety and well-being of all inmates and adheres to all applicable Federal and State requirements, laws and statutes, applicable court orders, and the California Corrections Standards Authority, as applicable to a Type I Jail Facility.

Since the inception of the Jail, the Police Department has maintained a positive reputation for the efficient and effective handling of operations, supervision, and management of the facility. Since 2012, the Department has contracted G4S for jail operation services, which includes all labor, tools, equipment, materials, and supervision necessary to provide for

a safe, efficient operation of the City's Type I Jail Facility. Over the course of the agreement, G4S and the City have worked together to garner quality jailers who meet the City's employment standards and high performance expectations.

In November 2021, G4S was acquired by Allied Universal and began integrating their security operations in the United States, including locally in Orange County where their headquarters are located. Allied Universal merged with G4S and integrated their personnel, resources, and industry experience into a single service security solution provider. In addition, Allied Universal has been providing security services for over 60 years. Since the merger, Allied Universal has continued the same quality of jail operation services to the City that was provided by G4S.

DISCUSSION

The current Agreement expires on June 30, 2023. To procure a new contract by the beginning of Fiscal Year 2023-24, a Request for Proposals for jail operation services was issued in March 2023. After a three-week submission period during which a Notice Inviting Proposals was published three times in the Arcadia Weekly and on the City's website, one proposal was received from the City's current jail service provider, Allied Universal. The Department is aware of one other company that provides jail services, GEO Group, a Florida based company; however, GEO Group did not submit a proposal.

Under the new Agreement with Allied Universal, which will be for a three-year period with the option to renew for three additional one-year periods, the contract price will remain the same as this current Fiscal Year for Year 1 (FY 2023-24) at \$389,734. To maintain the current ability to source qualified and talented custody officers in future labor market climates, Allied Universal is proposing increasing the pay rates by one dollar for Year 2 (FY 2024-25) for a total cost of \$405,095 (3.94% increase) and again in Year 3 (FY 2025-26) for a total cost of \$420,464 (3.79% increase). This brings the total cost for the first three years of the contract to \$1,215,300 (rounded).

Overall, Allied Universal is a qualified firm that has the experience to continue providing services to the City. Other nearby agencies that currently contract with Allied Universal for jail operation services include the Cities of Alhambra, Montebello, Beverly Hills, Westminster, and Irvine.

Based on the foregoing, it is recommended that the City Council approve and authorize the City Manager to enter into a new Professional Services Agreement with Allied Universal for Fiscal Years 2023-24 to Fiscal Years 2025-26, in an amount not to exceed \$1,215,300 over three years, with an option to renew for three additional one-year periods.

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

The first-year cost (\$389,734) has been budgeted in the City's Fiscal Year 2023-24 Operating Budget. Years two and three will be budgeted in their respective operating budgets for Fiscal Year 2024-25 and Fiscal Year 2025-26.

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 a Professional Services Agreement with Allied Universal for Jail Operation Services for Fiscal Years 2023-24 through 2025-26, in an amount not to exceed \$1,215,300 over the three-year period, with the option of three one-year renewals.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
OPERATION OF THE ARCADIA POLICE DEPARTMENT'S
TYPE 1 JAIL FACILITY**

This Agreement is made and entered into as of _____, 20____ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and Allied Universal Security Services, a Limited Partnership, with its principal place of business at 535 North Brand Boulevard #101, Glendale, California, 91203 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Type 1 Jail Facilities Operations (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$1,215,300 **[one million, two hundred fifteen thousand, three hundred dollars and zero cents]** over a three year period as listed in Exhibit "B." This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to the Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following

manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from **July 1, 2023, to June 30, 2026, with option of three (3) one (1) year renewals**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed").

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

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

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

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

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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

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

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

18. Organization

Consultant shall assign Blanal Cook as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Chief of Police

CONSULTANT:

Allied Universal Security Services
535 N. Brand Blvd., #101
Glendale, CA 91203
Attn: Richard Dirmandzhyan

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND ALLIED UNIVERSAL SECURITY SERVICES**

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

CITY OF ARCADIA

ALLIED UNIVERSAL SECURITY SERVICES

By: _____
Dominic Lazzaretto
City Manager

By: _____
Richard Dirmandzhyan
General Manager

Date: _____

ATTEST:

By: _____
Steve Claton
President

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

CONUR:

By: _____
Stephen P. Deitsch
City Attorney

Roy Nakamura
Chief of Police

EXHIBIT A

Scope of Services

I. SUMMARY

The Arcadia Police Department's Type I Jail Facility is located at the Arcadia Police Department, 250 W. Huntington Drive, Arcadia, CA. The facility consists of 20 beds, three holding cells, and two sobering cells. The facility is staffed twenty-four hours per day, seven days per week, and 365 per days year.

II. GENERAL INFORMATION

The services provided by the Consultant shall comply with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect, hereafter affected or implemented as applicable to Type I Jail Facilities in the future. Services are to include all required supervision, labor, clothing, associated equipment and material needed to effectively and efficiently perform all duties required of a Type I Jail Facility including, but not limited, to any mandatory staff training.

Consultant must be duly licensed in accordance with all security industry requirements for the State of California. Custody Officer services shall be provided seven-days per week, twenty-four hours per day, and 365 days per year.

III. PROJECT INTENT

The service provided under these specifications shall be of the highest possible caliber. The consultant's personnel shall be qualified, professional and supervised by knowledgeable, attentive management, who shall be available on a twenty-four hour, seven-day a week basis. The Consultant shall pay particular attention to its procedures for hiring, training, and providing directions to the individual Custody Officers assigned to the City.

IV. ARCADIA POLICE TYPE I JAIL FACILITY OPERATIONS

The Custody Officers' responsibilities are to include, but are not limited to, receiving, processing, detaining, monitoring, transporting and/or releasing adults and juveniles arrested or detained by officers of the Arcadia Police Department, and performing other related duties as outlined in the Arcadia Police Department Manual and the Arcadia Police Department Jail Manual.

These specifications are intended for uniformed, unarmed, and commissioned or non-commissioned Custody Officers to be provided at the Arcadia Police Department's Type I Jail Facility on a seven-day per week, twenty-four hour per day schedule.

CONSULTANT RESPONSIBILITY

Consultant will be responsible for, but not limited to the following:

V. STAFFING REQUIREMENTS

- A. Supervisor: The Consultant shall designate one (1) Custody Officer position as the Supervisor. The responsibilities of this position shall include direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, the position is responsible for scheduling, record keeping, safety and equipment inspections, facility inspections by governing entities and enforcement of all applicable Local, Federal and State laws, Department policies and mandates. The City's representative must approve of all persons initially selected to fill this position and all future Supervisor positions prior to their commencing work on-site. The Supervisor must be able to perform the duties of the Custody Officer and possess a working knowledge of the laws governing the operation of a Type I Jail Facility. The Supervisor must have a minimum of three years of prior experience with a similar facility.
- B. Custody Officer: The Custody Officer shall either be a graduate of an accredited high school or equivalent, with a diploma or GED or meet at least one of the following qualifications:
- Former Public Law Enforcement
 - Former Federal Law Enforcement
 - Police Academy Graduate
 - Former Military Police
 - Former Corrections Officer
 - Former Elite Military Forces and related Combat Arms

The Custody Officer shall:

1. Be either commissioned or non-commissioned in the State of California.
2. Be at least 21-years of age.
3. Have a High School Diploma/GED.
4. Have a valid California Class C driver's license.
5. Must meet all minimum screening and background checks required for Custody Officers.
6. Must complete required training and orientation mandated in this agreement for Custody Officers.
7. Be First Aid and CPR trained and qualified.
8. Have good written and oral communication skills.
9. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place.
10. Be responsible for prisoner tracking and booking information.
11. Have a professional appearance like sworn officers in accordance with the Arcadia Police Department manual.
12. Be physically able to perform all aspects of the assignment.
13. Provide favorable references from previous employers.
14. Have an acceptable prior military check of DD form 214 (if applicable).
15. Have a current social security card.
16. Have a current green card (if applicable).
17. Be willing to take a drug test at any time and pass.
18. Personnel to be considered for Custody Officer service shall receive an initial screening and background check by Consultant at no additional charge to the City. Selection of Custody Officer personnel shall include consideration of character traits,

motivation, and ability to perform the mental and physical tasks normally required of Custody Officer personnel.

19. After thorough screening and interviewing by the Consultant, the applicant shall be interviewed by a representative of the City, and the City will have final approval of personnel initially assigned to the City and any/all future Custody Officer positions resulting from a vacancy.
20. Consultant shall institute a procedure for performing background checks. The following are the minimum requirements that must be met, and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City of Arcadia Police Department. By responding to this Request for Proposal you agree to absorb any/all costs associated with these requirements.
 - a. Employment/Qualifications Verification: Conduct a seven (7) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.
 - b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
 - c. Drugs: Conduct a drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
 - d. Reference Check: Conduct a minimum of two personal reference checks.
 - e. DMV Check: Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
 - f. Criminal History: Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live Scan finger printing process.
 - g. Wants and/or Warrants: Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within seven (7) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
 - h. Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review.
 - i. Psychological Review: All Custody Officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The Custody Officer must be found to be free from job-relevant psychopathology, including personality disorders, and a minimum of two objectively scored psychological tests must be used to assess psychological suitability, one normed in such a manner as to identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.

21. The results of background checks must be furnished to the City representative at least 24 hours prior to the time the applicant is sent for interview.
22. No Custody Officer working for the Consultant will be allowed to work at the City's Jail Facility unless he/she is approved by the City. Consultant shall submit and maintain a list of all employees that have been cleared and are, or will be, assigned to the Arcadia Police Department's Type I Jail Facility. Consultant must provide the names of all employees who will be on site on a daily basis and the names of at least two (2) employees who will fill any potential vacancies regardless of the reason for the absence or vacancy. Employment applications for each employee will also be submitted to the City. In addition, the Consultant shall maintain the availability of at least two (2) additional trained officers for temporary deployment when needed to fill any vacancy within two hours. The City is not responsible for any potential "on-call" costs.
23. Custody Officer personnel shall be trained, uniformed and supervised. Consultant shall provide the uniform and all other items of clothing and apparel as required. Uniforms are to be at the City's election.
24. Upon termination of a Custody Officer, all keys, fobs, identification badges, gate remotes, and parking passes will be recovered from such Custody Officer by Consultant. All items belonging to the City will be turned in immediately upon termination and not be re-issued to any other employees.
25. If awarded this contract you agree to remove immediately all employees, at any location, who fail to follow established Department or State procedures and/or who are deemed by the City to be unfit to perform assigned tasks.

VI. TRAINING

The law requires privately operated Jails to train personnel in accordance with the training standards established by regulations adopted by the CSA (Corrections Standards Authority) as set forth in Subchapter 1 (commencing with Section 100) of Chapter 1, Division 1, of Title 15 CCR, Standards and Training for Corrections (STC). Proof of such training must be provided upon request.

A. Supervisor: The Supervisor shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. Additionally, the Supervisor shall receive 24 hours of STC refresher training on an annual basis. The Supervisor shall also receive the Incident Command System 200 and 800 training.

B. Custody Officer: The Custody Officer shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1020. Corrections Officer Core Course. Additionally, the Custody Officer shall receive 24-hours of STC refresher training, on an annual basis. The Custody Officer shall also receive the Incident Command System 200 and 800 training.

Moreover, upon employment, in addition to maintaining First Aid and CPR certification for all Custody Officers, Consultant shall provide, at its own expense, a City approved Initial Training program consisting of approximately 50-hours of instruction material taken from the Arcadia Police Department Jail Manual plus sufficient on-going training to ensure Custody Officers remain up to date with changes in custody operations and safety issues. The general categories of instruction shall include:

1. Orientation to the City of Arcadia Police Department

2. Operation liabilities
3. Minimum standards
4. Classification and segregation of inmates
5. Emergency procedures
6. Suicide prevention
7. Fire safety
8. Transportation of prisoners
9. Booking and release procedures, which include Live scan
10. Security and control
11. Reports and data entry
12. Handling confidential information
13. Court testimony
14. Sexual Harassment
15. Violence in the Workplace
16. All Custody Officers shall complete eight hours of specialized training required by Title 15 and Title 24, California Code of Regulations. Such training shall include, but not be limited to:
 - a. Applicable minimum Jail standards
 - b. Jail operations liability
 - c. Inmate segregation
 - d. Emergency procedures and planning
 - e. Suicide prevention

1. Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility. Eight hours of refresher training shall be completed once every two (2) years. In accordance with the initial training, Consultant will continue to provide on-going training. All necessary training will be provided at Consultant's expense. The Supervisor shall record and retain a copy of each employee's training record on site for inspection by the City's representative.

VII. SCHEDULING REQUIREMENTS

1. The Consultant must maintain at all times, an adequate number of qualified personnel to perform the Custody Officer requirements. The consultant will fill any absence or vacancy immediately to ensure that minimum staffing is retained at all times.
2. The Consultant is required to provide additional staffing for events such as checkpoints, special holidays, etc. as requested on an as needed basis. The exact hours and shifts shall be determined by the City and reported to the Consultant. Sufficient notice shall be given to the Consultant to allow for the appropriate scheduling.
3. Consultant agrees to staff the Arcadia Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City.
4. Consultant will provide adequate staffing to facilitate the booking, housing, transportation, and other associated tasks that go along with processing the aforementioned volume of inmates.

VIII. UNIFORMS

Consultant must provide, at no cost to the City of Arcadia Police Department, all necessary uniforms, associated uniform articles of clothing agreed upon by both parties and equipment, including, but not limited to, utility belts, handcuff holders, keepers, key ring, etc.

IX. SECURITY AND CONTROL

Consultant is responsible for providing prisoner security within the Arcadia Police Department's Type I Jail Facility and during transportation by Consultant personnel in accordance with applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Arcadia Police Department Manual and Arcadia Police Department Jail Manual. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City or by the law. The Consultant's security measures may be reviewed on a regular basis to include facility control, internal and external security, search and seizure practices, and emergency procedures.

X. EMERGENCY PROCEDURES

The City Jail has in place procedures to follow in the event of an emergency outlined in the attached Jail Manual, and shall be adhered to by the Consultant's staff.

XI. USE OF FORCE

The City Jail has a use-of-force policy in place. The Consultant shall follow policy and report all incidents according to the policy and mandates and provide all associated written reports in a timely manner to the City.

XII. RECORDS

Consultant is responsible for the timely completion of all inmate and related records as required by the City and applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Consultant shall be responsible for maintaining all related records in compliance with all County and State regulations and inspections. All such records will become, and will remain, the property of the City of Arcadia.

XIII. RISK MANAGEMENT

Consultant is responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of the prisoners. Custody Supervisor shall be present during all facility inspections and audits conducted by governing entities.

XIV. HEALTH AND SAFETY

Consultant shall operate the Arcadia Police Department Type I Jail Facility in compliance with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented, relative to safety and general operations. Regular safety inspections will be conducted and documented as required by the City. The Consultant will retain on file all completed inspection forms and other related documents for review.

XV. MAINTENANCE OF TYPE I JAIL FACILITY

Consultant is responsible for maintaining the cleanliness and sanitation of the Arcadia Police Department Type I Jail Facility as required by the Department and County Health Standards. The Supervisor will make available weekly a list of supplies that need to be provided to carry out the duties and maintenance associated with the Arcadia Police Department's Type I Jail Facility. The Consultant shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.

XVI. USE OF TYPE I JAIL FACILITY

The Jail facility building will not be used as a training site for employees of Consultant destined for assignment to other accounts/locations.

XVII. SANITATION AND HYGIENE

The Consultant shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their personal use as mandated by law.

XVIII. FOOD SERVICES

The Consultant's staff will be responsible for serving food to all inmates. The meals will be arranged and provided by the City at the City of Arcadia's expense and shall adhere to the applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Arcadia Police Department Manual and Arcadia Police Department Jail Manual.

XIX. PROPERTY

The Consultant will provide for the secure storage of inmate personal property. If the property is lost or damaged while under the care of the facility, inmates can use the facility's grievance process to seek reimbursement for the lost or damaged property. Consultant will be directly responsible for any lost or damaged property if it is determined to be the Consultant's responsibility.

XX. GRIEVANCE PROCEDURE

The Consultant shall allow inmates access to a reasonable, impartial, and nondiscriminatory procedure, which includes a final level of appeal to the State. The Consultant's Facility Operator is responsible for responding to grievances on matters occurring during the inmate's incarceration in the City Jail.

XXI. INMATE SERVICES

The Consultant will be responsible for supplying, at their expense, and providing all required bedding materials as mandated through Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Arcadia Police Department Manual and Arcadia Police Department Jail Manual.

XXII. CORRESPONDENCE

The Consultant shall allow inmates telecommunication access with Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Arcadia Police Department Manual and Arcadia Police Department Jail Manual. The inmate telecommunications services, which include City owned telephones required for use as outlined in section 851.5 of the California Penal Code, and the payphones inside each regular housing cell, will be provided, maintained, and serviced, at the expense of the City.

XXIII. MEDICAL ATTENTION AND MEDICAL CLEARANCES

Consultant's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is medical concern(s) that would preclude the booking of an inmate, as outlined in the Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance from a licensed physician prior to acceptance of the inmate.

XXIV. I.C.E. LIAISON

The Consultant shall comply with state laws regarding how the City of Arcadia partners with I.C.E. (Immigrations and Customs Enforcement).

XXV. TRANSPORTATION

The Consultant will work with the Los Angeles County Sheriff's Department to ensure transportation of inmates scheduled for arraignment is done at a time(s) suitable for a timely appearance(s).

XXVI. ADDITIONAL SERVICES

From time to time, the City may request additional Custody Officer services beyond that which is specifically set forth herein for such additional work that is mutually agreed upon by the City and Consultant.

XXVII. OVERALL OPERATIONS

The Consultant, if private, shall operate as a Type I Jail Facility and in compliance with State Statute 6031.6 CPC, which mandates privately operated Jails, under contract to public entities

(i.e. counties or cities), to operate in compliance with all appropriate State and Local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum Jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 (commencing with Section 1000) of Chapter 1 of Division I of Title 15 CCR. (CSA report, Privately Operated Local Detention Facilities, revised 2/1999)

DRAFT

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice the City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant.

The total compensation shall not exceed \$1,215,300 over the first three-year period as listed in the table below and as follows:

The total cost for Year 1 (FY 2023-24) shall not exceed \$389,734.

The total cost for Year 2 (FY 2024-25) shall not exceed \$405,095.

The total cost for Year 3 (FY 2025-26) shall not exceed \$420,464.

These rates are subject to review upon renewal at the end of Year 3. The parties will review costs during the City's budget preparation process during the first quart of 2026.

City of Arcadia Police Department						
Rate Card and Total Spend - Year 1						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Supervisor Custody Officer	Arcadia, CA	40	\$30.00	\$52.20	\$78.30	\$108,576.00
Custody Officer	Arcadia, CA	128	\$24.00	\$41.76	\$62.64	\$277,954.56
Sub-Total		168				\$386,530.56
Direct Bills (Estimate)						Annual Cost
Holidays						\$3,204.00
Sub-Total						\$3,204.00
Grand Total						\$389,734.56

City of Arcadia Police Department						
Rate Card and Total Spend - Year 2						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Supervisor Custody Officer	Arcadia, CA	40	\$31.00	\$53.94	\$80.91	\$112,195.20
Custody Officer	Arcadia, CA	128	\$25.00	\$43.50	\$65.25	\$289,536.00
Sub-Total		168				\$401,731.20
Direct Bills (Estimate)						Annual Cost
Holidays						\$3,364.20
Sub-Total						\$3,364.20
Grand Total						\$405,095.40

City of Arcadia Police Department						
Rate Card and Total Spend - Year 3						
Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Supervisor Custody Officer	Arcadia, CA	40	\$32.00	\$55.68	\$83.52	\$115,814.40
Custody Officer	Arcadia, CA	128	\$26.00	\$45.24	\$67.86	\$301,117.44
Sub-Total		168				\$416,931.84
Direct Bills (Estimate)						Annual Cost
Holidays						\$3,532.41
Sub-Total						\$3,532.41
Grand Total						\$420,464.25

EXHIBIT C

Activity Schedule

Consultant shall staff the Arcadia Police Department's Type 1 Jail Facility with custody officers twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) day per year, according to the staffing requirement specifications listed in the Scope of Services – Exhibit "A."

DRAFT



STAFF REPORT

Police Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EXECUTIVE INFORMATION SERVICES, INC. FOR PS.NET PUBLIC SAFETY SOFTWARE SYSTEM SUPPORT SERVICES IN THE AMOUNT OF \$39,821

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City has a Professional Services Agreement ("Agreement") with Executive Information Services, Inc. ("EIS") for support of the PS.NET Public Safety System, which will expire on June 30, 2023. PS.NET is the backbone to the dispatch and records systems used for Police Department operations. It is recommended that the City Council approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with EIS in the amount of \$39,821, to extend services for an additional year with a 6.9% cost increase.

DISCUSSION

Since 2003, the City has maintained an Agreement with EIS for public safety software system support services. EIS has the proprietary rights/ownership to the law enforcement safety software programs used by the Arcadia Police Department (the "Department"). The software programs include Law Records Management; Computer Assisted Dispatch ("CAD"); Report Writing; Mobile Digital Communications; Los Angeles County Interface; and a Customer Service Portal for submitting crime reports online. All these software programs are used in performing the Department's daily operations.

EIS has communicated that there will be an increase of 6.9% from Fiscal Year 2022-23 to address inflationary pressures; therefore, the total cost for Fiscal Year 2023-24 is \$39,821. Over the years, EIS has maintained a good relationship with the Department and has been accommodating to the Department's needs and requirements. Therefore, it is recommended that the City Council extend the Agreement with EIS for one year.

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

For the term of the Agreement, the fee for public safety software system support services will be \$39,821. The new amount has been budgeted in the City's Fiscal Year 2023-24 Operating Budget.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with Executive Information Services, Inc. for PS.NET Public Safety Software System Support Services in the amount of \$39,821.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment to the Professional Services Agreement

**AMENDMENT NO. 20 TO THE PROFESSIONAL SERVICES
AGREEMENT FOR PSNET PUBLIC SAFETY SYSTEM PROJECT WITH EXECUTIVE
INFORMATION SERVICES, INC.**

This Amendment No. 20 ("Amendment No. 20") is hereby entered into on this ____ day of _____ 2023, by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California, and Executive Information Services, a Nevada Corporation, with respect to that certain Professional Services Agreement between the Parties dated July 13, 2004 (the "Agreement"), as amended by Amendment No. 1, dated October 4, 2005, as further amended by Amendment No. 2, dated August 8, 2006, as further amended by Amendment No. 3, dated June 12, 2007, as further amended by Amendment No. 4, dated June 17, 2008, as further amended by Amendment No. 5, dated June 16, 2009, as further amended by Amendment No. 6, dated December 13, 2010, as further amended by Amendment No. 7, dated June 29, 2011, as further amended by Amendment No. 8, dated June 27, 2012, as further amended by Amendment No. 9, dated July 24, 2013, as further amended by Amendment No. 10, dated July 9, 2014, as further amended by Amendment No. 11, dated July 8, 2015, as further amended by Amendment No. 12, dated August 26, 2015, as further amended by Amendment No. 13, dated July 27, 2016, as further amended by Amendment No. 14, dated July 5, 2017, as further amended by Amendment No. 15, dated June 20, 2018, as further amended by Amendment No. 16, dated July 10, 2019, as further amended by Amendment No. 17, dated July 21, 2020, as further amended by Amendment No. 18, dated July 21, 2021, and as further amended by Amendment No. 19 dated June 29, 2022.

The Parties agree as follows:

1. Section 3.1.2 of the Agreement, the Term is amended by extending the term from July 1, 2023, through June 30, 2024 (the "Extended Term").
2. Section 3.3.1 of the Agreement, the Compensation is amended for the Extended Term as referenced in the attached Exhibit "C".
3. All of the remaining terms and provisions of the Agreement are hereby reaffirmed.

[SIGNATURES ON NEXT PAGE]

In witness whereof the Parties have executed this Amendment No. 19 on the date set forth below.

CITY OF ARCADIA

**EXECUTIVE INFORMATION SERVICES,
INC.**

Dominic Lazzaretto
City Manager

David Hieb
Vice President, Client Services

Date: _____

Date: _____

ATTEST:

City Clerk

Justin Davis
Senior Vice President Operations

APPROVED AS TO FORM:

CONCUR

Stephen P. Deitsch
City Attorney

Roy Nakamura
Chief of Police

Exhibit “C”
COMPENSATION

The Agreement is amended to provide that the total compensation for the Extend Term from July 1, 2023, through June 30, 2024, shall not exceed thirty-nine thousand, eight hundred twenty one dollars and zero cents (\$39,821), as referenced in the attached quote dated May 10, 2023.

DRAFT

Invoice No. EISMN0000260
Date 5/10/2023
Due Date 7/1/2023
Customer No. ARC1700
Page 1 of 1



Bill To

Arcadia Police Department
 Faviola Chaidez
 250 West Huntington Drive
 Arcadia, CA 91066
 United States

Ship To

Arcadia Police Department
 250 West Huntington Drive
 Arcadia, CA 91066
 United States

Contract/Project Number		Purchase Order	Payment Terms		Currency
			Due Upon Receipt		HARRIS-US\$
Item No	Description	Quantity	Unit Price	Amount	
NOTE	Annual EIS Support	1.00	0.00	0.00	
MAINT	Law Records Management, CAD: July 2023 to June 2024	1.00	39,821.00	39,821.00	

Remit To:
 Executive Information Services, Inc.
 PO BOX 74008484
 Chicago, IL 60674-8484

Subtotal	39,821.00
Misc	0.00
Taxes	0.00
Total	39,821.00



Invoice Questions? Please call Thais Pereira at 1-613-519-8220 at our toll-free number
 1-888-847-7747; you can also email tpereira@harriscomputer.com

Tax Exempt? Please send your exemption certificate to the email address above.

Thank you for your business!



STAFF REPORT

Library and Museum Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BAKER & TAYLOR FOR PRIMARY LIBRARY MATERIALS VENDOR SERVICES

CEQA: Not A Project

Recommendation: Approve

SUMMARY

The existing Professional Services Agreement ("Agreement") with Baker & Taylor for Primary Library Materials Vendor Services expires on June 30, 2023. It is recommended that the City Council approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with Baker & Taylor for Fiscal Year 2023-24 to extend the term for an additional year.

DISCUSSION

In order to facilitate and expedite the acquisition of library materials, such as printed books and physical media items as well as to maximize publisher discounts, the Library utilizes the services of a Primary Library Materials Vendor. Purchasing materials through a single vendor simplifies the selection, ordering, and shipping process and allows the Arcadia Public Library access to higher volume pricing discounts from publishers. Current purchases from Baker & Taylor represent a discount of up to 46.2% off list price depending on product category.

Baker & Taylor was awarded its most recent Agreement with the Library for Primary Materials Vendor Services for a period of three years beginning in 2018, with an option to renew for three additional years on a year-by-year basis. The City Council has previously approved two one-year extended terms, the most recent of which expires on June 30, 2023. It is recommended that the City Council extend the term for one final additional year by approving this Amendment. The City will re-bid this service in the coming year.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can

be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The cost of proposed purchases through the services of Baker & Taylor has been included in the City's Operating Budget for Fiscal Year 2023-24.

RECOMMENDATION

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute an Amendment to the Professional Services Agreement with Baker & Taylor for primary Library Materials Vendor Services.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 3 to the Professional Services Agreement

**AMENDMENT NO. 3 TO THE PROFESSIONAL
SERVICES AGREEMENT REGARDING
PRIMARY LIBRARY MATERIALS VENDOR**

This Amendment No.3 ("Amendment No. 1") is hereby entered into by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California, and BAKER & TAYLOR, LLC, a Delaware Limited Liability Company with its principal place of business at 2550 W. Tyvola Road, Suite 300, Charlotte, NC 28217 ("Consultant") with respect to that certain Professional Services Agreement between the Parties dated August 8, 2018 ("the Agreement").

The Parties agree as follows:

1. Section 3.1.2 of the Agreement is amended by extending the term for the period July 1, 2023, through June 30, 2024 ("Extended Term").
2. All of the remaining terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 3 on the date set forth below.

CITY OF ARCADIA

By: _____
Dominic Lazzaretto
City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael J. Mauer
City Attorney

**Baker & Taylor LLC,
(Two signatures required)**

By: _____
Signature

By: _____
Print Name and Title

Date: _____

By: _____
Signature

By: _____
Print Name and Title

Date: _____

CONCUR:

By: _____
Darlene Bradley
Director of Library & Museum Services

Date: _____



STAFF REPORT

Development Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: FINAL TRACT MAP NO. 82953 FOR AN EIGHT-UNIT MULTI-FAMILY
RESIDENTIAL CONDOMINIUM SUBDIVISION AT 416-428 GENOA
STREET
CEQA: Exempt
Recommendation: Approve

SUMMARY

Tentative tract maps and final maps are required for all subdivisions of condominium units. In accordance with Arcadia Development Code Section 9105.05.050, the City Council shall approve a final map if it conforms to all the requirements of the subdivision regulations of the Development Code and the Subdivision Map Act. Tentative Tract Map No. TTM 20-01 (82953) was conditionally approved by the Planning Commission on August 11, 2020, to consolidate two legal lots into one and develop an eight-unit multi-family residential condominium subdivision at 416-428 Genoa Street.

It is recommended that the City Council approve Final Tract Map No. 82953, along with a Categorical Exemption under the California Environmental Quality Act ("CEQA") for an eight-unit multi-family residential condominium subdivision at 416-428 Genoa Street.

BACKGROUND

According to Development Code Section 9105.03.110, tentative tract maps are valid for 24 months after the effective date. The original expiration date was August 22, 2022, but a one-year extension was subsequently approved, which extended the map to August 11, 2023. The extension was granted due to delays in processing the Final Tract Map by the Los Angeles County Department of Public Works. The Applicant submitted to Los Angeles County in July 2021 and received approval on December 29, 2022.

DISCUSSION

The Applicant/Property Owner has submitted the Final Tract Map, meeting all Conditions of Approval in the Tentative Map. The project is currently under construction and a Certificate of Occupancy will not be issued until the Map has been approved and recorded by the Los Angeles County Recorder's Office. The Map has been reviewed by the Los Angeles County Department of Public Works – refer to Attachment No. 2. The Map has been found to be in substantial compliance with both the Tentative Map, as conditionally approved by the Planning Commission, and the subdivision regulations of the City's Development Code and the State Subdivision Map Act.

ENVIRONMENTAL ANALYSIS

Final Tract Map No. 82953 is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15332 of the CEQA Guidelines as an infill development project. The Planning Commission affirmed this finding and conditionally approved Tentative Tract Map No. 82953 at its regular meeting on August 11, 2020.

FISCAL IMPACT

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

RECOMMENDATION

It is recommended that the City Council approve Final Tract Map No. 82953 with a categorical exemption under the California Environmental Quality Act ("CEQA") for an eight-unit multi-family residential condominium subdivision at 416-428 Genoa Street.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Final Tract Map No. 82953

Attachment No. 2: Letter of Compliance from Los Angeles County Department of Public Works

1 LOT
31,444 SQ. FT.

SHEET 1 OF 2 SHEETS

TRACT NO. 82953

IN THE CITY OF ARCADIA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 1 OF
TRACT NO. 3522, AS PER MAP RECORDED IN BOOK
38, PAGE 27 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.
FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

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

416-428 GENOA INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

CHAO-YIN TANG (MANAGING MEMBER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED CHAO-YIN TANG WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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 _____

PRINT NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____

BENEFICIARY:

FIRST GENERAL BANK, BENEFICIARY, UNDER A DEED OF TRUST RECORDED JULY 30, 2021, AS DOCUMENT NO. 2021177047 AND UNDER A DEED OF TRUST RECORDED NOVEMBER 30, 2022, AS DOCUMENT NO. 20221120730, BOTH OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

PRINT NAME
TITLE

PRINT NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____, BEFORE ME _____, A 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 THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____ MY COMMISSION EXPIRES: _____

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 8 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

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

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

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 82953 AS REQUIRED BY LAW.

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

BY _____ DATE _____
DEPUTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN SEPTEMBER, 2019, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CHAO-YIN TANG, ON SEPTEMBER 10, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JACK C. LEE, LS 8407
EXPIRES: 6-30-2024

DATE _____



BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°39'20"E OF THE CENTERLINE OF GENOA STREET AS SHOWN ON MAP OF PARCEL MAP NO. 21620 RECORDED IN BOOK 247 PAGES 47 AND 48, OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF ARCADIA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE _____

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

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF ARCADIA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____

CITY TREASURER
CITY OF ARCADIA

PLANNING COMMISSION'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF TRACT NO. 82953 WAS APPROVED AT A MEETING HELD ON THE _____ DAY OF _____, 20____. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

DATE _____

SECRETARY OF THE PLANNING COMMISSION
CITY OF ARCADIA

FINANCE DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE FEE REQUIRED BY SECTION 9118.4 OF THE MUNICIPAL CODE HAS BEEN PAID TO THE CITY OF ARCADIA.

DATE _____

FINANCE DIRECTOR - CITY OF ARCADIA

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ARCADIA BY MOTION PASSED ON _____, APPROVED THE ATTACHED MAP.

DATE _____

CITY CLERK - CITY OF ARCADIA

COUNTY SURVEYOR'S CERTIFICATE:

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

COUNTY SURVEYOR

BY _____

DIEGO G. RIVERA, DEPUTY
L.S. NO. 9742

DATE _____

SCALE: 1" = 30'

TRACT NO. 82953

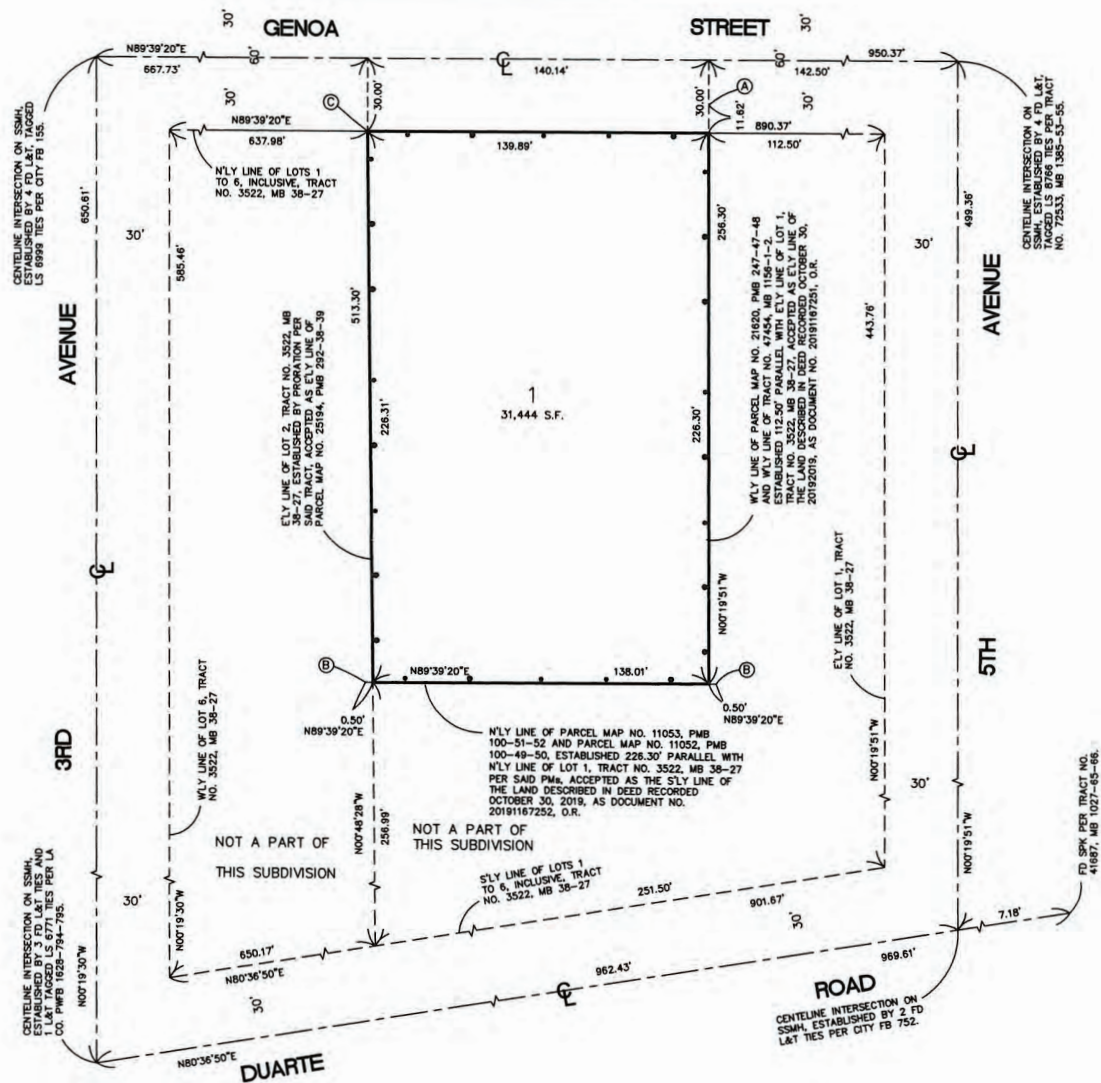
SHEET 2 OF 2 SHEETS

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

FOR CONDOMINIUM PURPOSES

LEGEND

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



SURVEYOR'S NOTES:

- ① FD L&T, TAGGED RCE 18906, NO REFERENCE
- ② SET L&T, TAGGED LS 8407 ON TOP OF WALL, 6' ABOVE GRADE
- ③ SET 2" IP, CEMENT PLUG&TACK, TAGGED LS 8407, FLUSH



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

December 29, 2022

IN REPLY PLEASE
REFER TO FILE:

LD-2

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

Dear Mr. Wray:

TRACT 82953

Tract 82953 (enclosed) has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

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

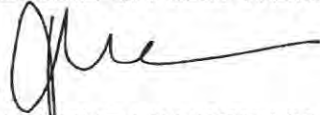
After your approval and the approval of the City Council or Advisory Agency, the final map should be returned to Los Angeles County Public Works, Land Development Division, for filing with the Registrar-Recorder/County Clerk's office.

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

Very truly yours,

MARK PESTRELLA, PE

Director of Public Works

for 

ARTHUR VANDER VIS, PE
Assistant Deputy Director
Land Development Division

EG:kt

P:\LD\PUB\SUBMAP\LETTERS\CITY LETTERS - TRACT 83124 CITY LETTER (ARCADIA).DOC

Enc.



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: John Corona, Utilities Superintendent

SUBJECT: PURCHASE ORDER WITH S & J SUPPLY COMPANY INC. FOR THE PURCHASE OF WATER PIPELINE FITTINGS, BRASS VALVES, AND OTHER RELATED ACCESSORIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF \$144,000, WITH THE OPTION OF THREE ONE-YEAR EXTENSIONS

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The City's warehouse maintains an inventory of brass valves and fittings to supply Water Services with the necessary repair parts. To ensure that the City is receiving the most competitive prices for the purchase of brass valves, fittings, and related materials, a formal bid process was conducted, and S & J Supply Company Inc. ("S & J") submitted the lowest responsive bid.

It is recommended that the City Council approve a purchase order with S & J for the purchase of water pipeline fittings, brass valves, and other related accessories for the City's Water Distribution System in the amount of \$144,000, with the option of three one-year extensions.

DISCUSSION

The City provides and maintains water services to nearly 56,000 residents through approximately 14,000-meter service connections. The City's warehouse is responsible for the purchase and allocation of water pipeline fittings, brass valves, and other related accessories used by City maintenance crews to repair and maintain the City's water distribution system. It is critical that the warehouse maintains proper inventory levels to prevent interruptions to the City's water system.

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to contractors that provide essential water distribution

Purchase Order for Brass Valves and Fittings

June 20, 2023

Page 2 of 3

materials. On May 16, 2023, the City Clerk opened six sealed bids with the following results:

Bidder	Location	Bid
S & J Supply Company Inc.	Santa Fe Springs, CA	\$198,573.94
Western Water Works Supply Co.	Santa Fe Springs, CA	\$206,908.38
Ferguson Waterworks	Santa Ana, CA	\$212,566.15
United Water Works Inc.	Santa Ana, CA	\$223,373.50
Dangelo Co., Inc.	La Habra, CA	\$236,687.25
Core & Main	Lancaster, CA	\$237,065.13

All bid documents were reviewed for content and the supplier's ability to best meet the City's needs listed in the bid specifications. Based on the evaluation of the bids, S & J was determined to be the lowest responsive bidder capable of supplying water pipeline fittings, brass valves, and other related accessories for the City's Water Distribution System.

The quantities provided in the bid specifications are based on estimates. Bid documents state that the City may purchase an amount below the estimate given, according to the needs and requirements of the City at the unit prices quoted in the bid. To ensure that there are acceptable quantities of water-related parts and fittings available in the City's warehouse, the purchase order amount will be for \$144,000, which is the total amount budgeted for pipeline fittings, brass valves, and other related accessories.

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

Funds in the amount of \$144,000 have been budgeted in the Fiscal Year 2023-24 Water Fund Operating Budget for the purchase of water pipeline fittings, brass valves, and other related accessories for the City's water distribution system.

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 a Purchase Order with S & J Supply Company Inc. for the purchase of water pipeline fittings, brass valves, and other related accessories for the City's Water Distribution System in the amount of \$144,000, with the option of three one-year extensions.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Library and Museum Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: PURCHASE ORDER WITH OVERDRIVE, INC. FOR EBOOKS, EMAGAZINES, DIGITAL AUDIOBOOKS, AND STREAMING VIDEOS IN AN AMOUNT NOT TO EXCEED \$69,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

It is recommended that the City Council approve a Purchase Order for electronic books, electronic magazines, digital audiobooks, and streaming videos from OverDrive, Inc. in an amount not to exceed \$69,000. Sufficient funds are available in the City's Fiscal Year 2023-24 Operating Budget for this purchase.

BACKGROUND

Since 2011, the Arcadia Public Library has utilized the services of OverDrive, Inc. to provide patrons with access to electronic books, digital audiobooks, and streaming videos. OverDrive, Inc. is the leading distributor of these materials to libraries. Titles purchased through Overdrive are available to the Library's patrons on computers, tablets, eReaders, or smartphones.

DISCUSSION

The Library has access to OverDrive through membership in the company's group of local customer libraries, the Southern California Digital Library Consortium, which combines the digital collections of 25 member libraries to provide added selection for our patrons.

The Library also adds to its collection in the Consortium by purchasing individual electronic books, digital audiobooks, and digital videos from OverDrive. These titles include current best-sellers, older classic titles, and titles for adults, teens, and children. Spending for these items has been growing with the increasing popularity of the digital format and usage by Library patrons is up 53% since the start of the pandemic. Total spending for OverDrive is projected to reach \$69,000 during the next year, with funding for the projected costs budgeted in Fiscal Year 2023-24.

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

Sufficient funds have been approved in the City's FY 2023-24 Operating Budget for this expense.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project, and therefore, is exempt under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with OverDrive, Inc. for eBooks, eMagazines, digital audiobooks, and streaming videos in an amount not to exceed \$69,000.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Library and Museum Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: PURCHASE ORDER WITH OCLC, INC. FOR BIBLIOGRAPHIC SERVICES AND METADATA IN AN AMOUNT NOT TO EXCEED \$32,525
CEQA: Not A Project
Recommendation: Approve

SUMMARY

It is recommended that the City Council approve a purchase order for bibliographic services and metadata from OCLC, Inc. in an amount not to exceed \$32,525. Sufficient funds are available in the City's Fiscal Year 2023-24 Operating Budget.

BACKGROUND

The Arcadia Public Library uses the services of OCLC, Inc. as the supplier of metadata for its public catalog as well as maintaining a record of its 200,000 items used in providing Inter-Library Loan service to the public. OCLC is a nonprofit cooperative organization that maintains a database of the collections of 30,000 member libraries that is continually updated to enhance accuracy and completeness.

DISCUSSION

The estimated cost of \$32,525 for OCLC's services is based on historical usage. Searching for and downloading metadata records in OCLC's database is tracked by time spent and number of records displayed and downloaded. The average cost of cataloging an item is approximately \$2.45, although there is a range for individual items based on complexity. In addition to the cost for cataloging and metadata, there is a fee of \$765 per year for an online product that helps staff select the appropriate Dewey Decimal number for added items. There is also an additional annual cost for searching for and requesting Inter-library loan items of approximately \$0.75 on top of regular searching costs (which vary depending on complexity), and postage costs for returning items to lending libraries. Patrons pay a \$5.00 fee for requesting an Inter-library loan item, which helps defray the cost of this service and recovered costs are deposited into the General Fund.

Use of high-quality metadata is vital to connecting library patrons with the Library's collections. OCLC membership also greatly expands the range of holdings available from other libraries, so Arcadia Library patrons can request loans through the Library's Inter-Library Loan service. It is recommended that the City Council approve a purchase order for bibliographic services and metadata from OCLC, Inc. in an amount not to exceed \$32,525. Sufficient funds are available in the City's Fiscal Year 2023-24 Operating Budget.

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.

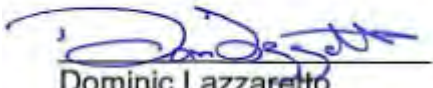
FISCAL IMPACT

Sufficient funds have been approved in the City's FY 2023-24 Operating Budget for this purchase order.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project, and therefore, is exempt under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with OCLC for Bibliographic Services and Metadata in an amount not to exceed \$32,525.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: June 20, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, P.E., Senior Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY GENERAL PUMP COMPANY, INC. FOR THE INSPECTION AND REHABILITATION OF THE ORANGE GROVE WELL 1A PROJECT AS COMPLETE

CEQA: Exempt

Recommendation: Approve

SUMMARY

On April 19, 2022, the City Council approved a contract with General Pump Company, Inc. in the amount of \$307,200 for the Inspection and Rehabilitation of the Orange Grove Well 1A Project. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$291,300. This amount reflects the original contract amount of \$307,200 minus quantity changes totaling \$15,900, or 5.18% less than the original contract amount.

It is recommended that the City Council accept all work performed by General Pump Company, Inc. for Inspection and Rehabilitation of the Orange Grove Well 1A Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$14,565.

BACKGROUND

The City operates and maintains 11 groundwater wells, which produce an average of 16,500 acre-feet, or 5.4 billion gallons, of water to Arcadia customers each year. Regular inspection and maintenance of City wells is crucial to ensuring that the wells are operating at maximum production capacity and efficiency.

The American Water Works Association ("AWWA") is a nonprofit organization that develops and publishes standards for the proper treatment, transportation, and storage of drinking water supplies. The AWWA Standards for Water Supply Wells recommend performing preventative maintenance every 7 to 10 years. This includes removing the well pump assembly, video inspecting the pump casing, and performing a comprehensive inspection of the well pump assembly and components. The Public Works Services

Department (“PWSD”) has developed a water supply well inspection and rehabilitation program that follows these guidelines.

Each year, one to two wells are selected for preventative maintenance based on the date of the last inspection, maintenance records, and the current well efficiency. Preventative maintenance performed on the City’s water supply wells protects against higher emergency repair costs and the possibility of not meeting system demands should a water supply well go out of service for an extended period of time.

DISCUSSION

On April 19, 2022, the City Council approved a contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 1A Project. The project began with removal and inspection of the well motor, shaft, and pump, and video inspection of the well casing. Based on this inspection, a scope of work consistent with the contract documents was agreed upon by the contractor and PWSD. The original contract estimate for all work was \$307,200. After the well was pulled, a more defined project cost was determined with final construction costs totaling \$291,300.

The work included cleaning of the well casing, replacing the existing worn column pipe, worn or damaged shaft assembly, oil lube tube, suction with stainless steel cone strainer, sounding tube, stainless steel airline and gauge, rewinding of the electric motor, and replacing the inadequate pump bowl assembly. Following re-assembly and installation of the well equipment, the well was disinfected, and water quality samples were taken, tested, and approved, in accordance with California Department of Public Health requirements.

All terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. General Pump Company, Inc. completed the work as defined in the project plans and specifications in an efficient and timely manner.

ENVIRONMENTAL ANALYSIS

This well inspection and rehabilitation project is considered a Class 1 exemption as defined in Section 15301(b) of the California Environmental Quality Act, since the project consists of the maintenance of existing public facility providing public utility service.

FISCAL IMPACT

Funds in the amount of \$250,000 were budgeted in the Fiscal Year 2021-22 Capital Improvement Program for this project; however, due to inflation, increased fuel costs, and material supply and labor shortages, the cost of this project increased and exceeded the

approved budget by \$57,200. On April 19, 2022, the City Council authorized a supplemental budget appropriation in the amount of \$57,200 for the Inspection and Rehabilitation of the Orange Grove Well 1A Project, offset by funds received from the American Rescue Plan Act ("ARPA"). The total cost for this project is \$291,300. This amount reflects the contract amount of \$307,200 minus quantity changes totaling \$15,900, or 5.18% less than the revised contract amount. The remaining funds will go back to the Capital Improvement Fund balance.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by General Pump Company, Inc. for the Inspection and Rehabilitation of the Orange Grove Well 1A Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$14,565.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Office of the City Manager

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7514 AUTHORIZING THE CITY MANAGER TO
ACCEPT GIFTS AND DONATIONS HAVING A VALUE OR IN AN
AMOUNT OF \$10,000 OR LESS
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

On November 8, 2022, voters approved amendments to the Arcadia City Charter, including an amendment that allows the City Council to establish procedures for the administrative acceptance of donations, devises, and bequeathments by ordinance or resolution.

Previously, the Arcadia City Charter and Resolution No. 6620 required donations of more than \$1,000 to be accepted by the City Council. The amended language of the Arcadia City Charter now allows the City Council to specify its own procedures for accepting monies, personal property, or real estate that is donated, devised, or bequeathed to the City. It is recommended that the City Council adopt Resolution No. 7514 authorizing departmental administrators to accept gifts and donations having a value or in an amount of \$10,000 or less, with amounts over that being considered by the City Council directly.

BACKGROUND

On November 8, 2022, Arcadia voters approved Measure CA with 66.81% of the vote and the City Council certified the election results during the December 6, 2022, City Council Meeting. Subsequently, the City was notified on January 25, 2022, that the Secretary of State had filed and accepted the amended City Charter, allowing implementation of the approved Charter amendments.

Before voters approved the Arcadia City Charter amendments, the Library Board of Trustees were the only City Board or Commission that had the ability to accept money,

personal property, or real estate donated to the City for Library purposes, subject to City Council approval (Arcadia City Charter as Amended 1998, *Section 809. Library Board of Trustees. Powers and Duties*). In 2008, the City Council adopted Resolution No. 6620 that authorized Department Directors to accept gifts and donations for their respective Departments, up to a value of \$1,000. Through this process, the Department Director could accept the donation and notify the City Council accordingly.

Prior to placing Measure CA on the November 2022 Ballot, the City Council formulated a Charter Review Committee (“Committee”) to review the City’s Charter and provide recommendations. Through the Committee’s research of the City’s donation history (frequency, amount, purpose), the Committee recommended the dollar amount/value of donations accepted administratively be increased from \$1,000 to \$10,000; however, the Committee opted to leave the language flexible in the Charter so that the City Council could easily adjust that number over time. This amendment to the City’s Charter can be found through the addition of *Section 1218. Donations*, which states:

Section 1218. DONATIONS. 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. (emphasis added)

This agenda item seeks to implement a \$10,000 threshold for the administrative acceptance of donations, which may include monies, real estate, or any other property or materials.

DISCUSSION

To further confirm the recommendation by the Charter Review Committee, a sample of 70 different donations dating back to the early 1990’s was analyzed. This review of the City’s donation history shows that three City departments receive the bulk of donations: Library and Museum Services; Recreation and Community Services; and the Police Department. Most of the donations Arcadia receives are monetary and support the purchase of materials or supplies used for City programs and services. There are less than a handful of donations that consist of property or devises and have included a bronze statue of Lucky Baldwin; two soccer goals at Civic Center Soccer Field; and stuffed animals for Recreation’s after-school program.

The sample data shows donation amounts ranging from \$1,000 up to \$113,300, with the average donation amount/value totaling \$12,150. If a \$10,000 administrative acceptance level had been in place for the last three decades, approximately 70% of the donations received during that time could have been accepted administratively.

City Council meetings occur twice per month, but the City is fortunate to receive donations year-round. By increasing the threshold for the administrative acceptance of donations, the City Manager will be able to process donations quickly, allowing their beneficial uses to be available faster. Requiring donations over \$1,000 to receive City Council approval only delays the acceptance and impact of the contribution. Setting the threshold at an arguably ministerial \$10,000 ensures that the City Council will directly and publicly consider any and all potentially controversial donations, while still allowing smaller donations to be processed quickly.

Even with the proposed changes to the administrative acceptance of donations, the City will continue to express its appreciation for any gifts it receives. The recognition of the donation may take place at a City Council meeting, through press releases, or by providing notice through City communication channels. Additionally, the City Manager will continue reporting on any accepted donations to the City Council, within the \$10,000 limit.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no measurable fiscal impact associated with establishing an administrative process for the acceptance of donations. If anything, efficiencies and time savings may be realized for both the City Council and staff by eliminating the preparation and review of staff reports for donations of small values.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7514 authorizing departmental administrators to accept gifts and donations have a value or in an amount of \$10,000 or less.

Attachments: Resolution No. 7514
Resolution No. 6620

RESOLUTION NO. 7514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ACCEPT GIFTS AND DONATIONS HAVING A VALUE OR IN AN AMOUNT OF \$10,000 OR LESS

WHEREAS, area residents and community organizations from time to time donate funds or materials to various City departments in support of City programs and services; and

WHEREAS, City Council Resolution No. 6620 approved the administrative acceptance of donations up to \$1,000 by department administrators ("Directors"); and

WHEREAS, Arcadia City Charter Section 1218. DONATIONS. authorizes the City Council to 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 condition of such donation, devise, and bequeathment; and

WHEREAS, Section 1218. DONATIONS. of the Arcadia City Charter further authorizes the City Council to establish procedures for the administrative acceptance of donations, devises, and bequeasts by ordinance or resolution; and

WHEREAS, the process of acknowledging donations with written appreciation and making said donation available for public benefit needs to be performed in an expeditious manner; and

WHEREAS, in the 15 years since Resolution No. 6620 was adopted, the value and/or dollar amount of donations the City receives has increased, necessitating an increase to the threshold for administrative acceptance by

Directors; and

WHEREAS, delaying the ministerial acceptance of any donations, devises or bequests under \$10,000, only delays the public benefit provided through their availability; and

WHEREAS, the City Council intends to receive reports of all accepted donations, devises and bequests in a timely and uniform manner.

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

SECTION 1. Effective upon adoption of Resolution No. 7514, Resolution No. 6620 is hereby repealed.

SECTION 2. The City Council hereby authorizes the City Manager or their designee to accept any donation, devise or bequeathment made to their respective department having a value, or in the amount, of \$10,000 or less, provided such gift or donation is accepted by means of written confirmation promptly sent to the donor.

SECTION 3. The City Manager or their designee is hereby authorized to carry out the terms and conditions of any donation, devise, or bequest accepted pursuant to this Resolution.

SECTION 4. Acceptance by the City Manager or their designee of any donation, devise or bequeathment having a value, or in the amount, of \$10,000 or less, shall be deemed to have received approval by the City Council pursuant to this Resolution, in accordance with Section 1218. DONATIONS. of the Arcadia City Charter, provided that the City Manager or designee accepts such donation by means of written confirmation promptly sent to the donor.

SECTION 5. The City Manager or designee shall maintain a record of all such donations, devises or bequests made to each respective department, and shall promptly provide a written report to the City Council of all such donations that have been accepted.

SECTION 6. Donations, devises, and bequests having a value, or in the amount over \$10,000, will continue to be presented to the City Council for acceptance and approval.

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

Passed, approved, and adopted this 20th day of June, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

RESOLUTION NO. 6620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING DEPARTMENTAL ADMINISTRATORS TO ACCEPT GIFTS AND DONATIONS HAVING A VALUE OR IN AN AMOUNT OF \$1,000 OR LESS

WHEREAS, area residents and community organizations from time to time donate funds to various City departments in support of their programs and services; and

WHEREAS, Arcadia City Charter section 809(d) authorizes the Library Board of Trustees to accept money, personal property, or real estate donated to the City for library purposes, subject to the approval of the City Council; and

WHEREAS, the process of acknowledging donations with letters of appreciation needs to be performed in an expeditious manner; and

WHEREAS, proper and thorough reporting of gifts and donations needs to be maintained.

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

SECTION 1. The City Council hereby authorizes department administrators ("Directors") of the City to accept any gift or donation made to their respective department having a value, or in the amount, of \$1,000 or less, provided the applicable Director accepts such gift or donation by means of written confirmation promptly sent to the donor.

SECTION 2. Acceptance by the Director of Library and Museum Services of any gift or donation having a value, or in the amount, of \$1,000 or less shall be deemed to have received approval by the City Council pursuant to this Resolution, in accordance with Section 809(d) of the Arcadia City Charter; provided that the Director of Library and Museum Services accepts such gift or donation by means of written confirmation promptly sent to the donor.

SECTION 3. The Directors shall maintain a record of any and all such gifts and donations made to their respective department, and shall promptly provide a written report to the City Manager and the City Council of all such gifts and donations which have been accepted.

SECTION 4. Gifts and donations having a value, or in the amount, of over \$1,000 will continue to be presented by Directors to the City Council for acceptance and approval.

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

Passed, approved and adopted this 20th day of May, 2008.

{SIGNATURES ON THE NEXT PAGE}

R. C. Harburt
Mayor of the City of Arcadia

ATTEST:

James H. R. S.
City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch
Stephen P. Deitsch
City Attorney

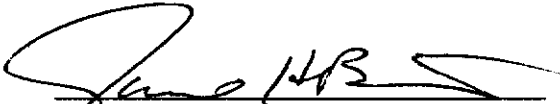
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF ARCADIA)

I, JAMES H. BARROWS, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 6620 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 20th day of May, 2008 and that said Resolution was adopted by the following vote, to wit:

AYES: Council Member Amundson, Chandler, Kovacic, Wuo and Harbicht

NOES: None

ABSENT: None


City Clerk of the City of Arcadia



STAFF REPORT

Office of the City Manager

DATE: June 20, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: REPORT, DISCUSSION, AND DIRECTION REGARDING A CITY OF
ARCADIA HOMELESSNESS SUMMIT
CEQA: Not a Project
Recommendation: Provide Direction

SUMMARY

At the regular City Council Meeting on June 6, 2023, Mayor Pro Tem Verlato received support to place the topic of a City Homelessness Summit on a future City Council Agenda. This agenda item brings forward the topic of the City hosting a homelessness forum with other neighboring communities and allows the City Council to convey their interests and intended outcomes for the summit. At the conclusion of the discussion, it is recommended that the City Council provide direction regarding any desired action to host a Homelessness Summit led by the City of Arcadia.

DISCUSSION

Over the past few years, the City has pursued a variety of options to prevent and reduce homelessness in Arcadia. Most of this work has been accomplished in partnership with Los Angeles County and the San Gabriel Valley Council of Governments. These measures have included housing navigation and case management services, connecting individuals to overnight shelter in nearby communities, emergency relief services, a mental health crisis team, community education, first responder training, a revised camping ordinance to lessen the impacts of homelessness, and numerous other endeavors.

Despite the level of resources and effort invested into addressing homelessness, the number of unhoused in Arcadia is still concerning to residents and City Council. Specifically, Mayor Pro Tem Verlato expressed her desire to convene a group of neighboring communities to learn about their experience addressing homelessness and any programs they have found successful in reducing their unhoused residents.

With this agenda item, the City Council can have a discussion about any interest in hosting a homelessness summit with other neighboring communities as panelists/invited guests. If desired, the City Council should express their objectives and expected outcomes, provide direction on the level of resources to be use, specify which agencies to invite, and further outline what an Arcadia Homelessness Summit should entail.

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

The associated fiscal impact of a Homelessness Summit may vary based upon City Council direction. Conservatively, hosting a Homelessness Summit may require minimal resource use to host the meeting, provide light refreshments, and staff support. Conversely, if the City Council was interested in a larger, multi-day event to be held outside of the City, the anticipated costs would grow proportionately. With more direction from the City Council, any financial impacts associated with hosting a homelessness summit can be better estimated, including any supplemental resources that may be needed to support the proposal.

RECOMMENDATION

At the conclusion of the discussion, it is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act (“CEQA”); and provide direction regarding any desire to host a Homelessness Summit led by the City of Arcadia.