

# CITY OF ARCADIA

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## City Council Regular Meeting Agenda



**Tuesday, May 21, 2024, 5:00 p.m.**

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

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

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

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

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

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### How to Submit Public Comment:

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

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

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

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

### 如何提交公众评论意见：

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

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

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

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

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## CALL TO ORDER

### ROLL CALL OF CITY COUNCIL MEMBERS

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

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

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

### STUDY SESSION

- a. Report, discussion, and direction regarding the proposed Operating Budget for Fiscal Years 2024-26 and Proposed Capital Improvement and Equipment Plan for Fiscal Years 2024-29.
- b. Report, discussion, and direction regarding a proposed Traffic and Public Safety Commission.

### CLOSED SESSION

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

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

Employee Organizations: Arcadia Public Works Employees Association, Arcadia City Employees Association, Arcadia Police Civilian Employees Association, Arcadia Police Officers' Association, Arcadia Firefighters' Association, and unrepresented

employees: Department Heads, Division Managers, Supervisors, and part-time employees.

**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**

April A. Verlato, Mayor  
Michael Cao, Mayor Pro Tem  
Paul P. Cheng, 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 Senior of the Year Plaque to Joanna Liang.
- b. Presentation of a \$12,000 gift by the Friends of the Museum to the Gilb Museum for programming, marketing, and archival supplies.
- c. Presentation of Mayor's Trophy to the Development Services Department for the most participation in the Derby Day 5k event.
- d. Presentation of the 2024 Arcadia Beautiful Spring Home Awards.
- e. Presentation of Mayor's Certificates to Arcadia High School sports teams in recognition of winning league championships.
- f. Presentation of Mayor's Certificate to Dr. John "Doc" Wells for 44 years of service to the Arcadia Police Department.

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

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

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

**10. CONSENT CALENDAR**

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

- a. Special Meeting Minutes of May 1, 2024, and Regular Meeting Minutes of May 7, 2024.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Resolution No. 7565 amending the Fiscal Year 2023-24 Capital Improvement Program Budget, authorizing a supplemental appropriation for the Baldwin Avenue Streetscape Improvement Project in the amount of \$1,605,000, offset by a reduction in the Proposition C fund of \$755,000, the Measure M fund of \$450,000 and the Measure R fund of \$400,000; and approve a contract with Gentry Brothers, Inc. for the Baldwin Avenue Streetscape Improvement Project in the amount of \$3,945,080.28, with a 10% contingency.  
CEQA: Exempt  
Recommended Action: Adopt and Approve
- c. Gift of \$12,000 from the Friends of the Museum to the Gilb Museum for programming, marketing, and archival supplies.  
CEQA: Not a Project  
Recommended Action: Accept
- d. Professional Services Agreement with Baker & Taylor for Primary Library Materials Services in an amount not to exceed \$229,000.  
CEQA: Not a Project  
Recommended Action: Approve
- e. Extension to the Professional Services Agreement with Eurofins Eaton Analytical, LLC. for laboratory testing services of City water samples in an amount not to exceed \$113,427.  
CEQA: Not a Project  
Recommended Action: Approve
- f. Purchase of mobile radios and related equipment from Day Wireless Systems in an amount not to exceed \$117,000.  
CEQA: Not a Project  
Recommended Action: Approve
- g. Change Order to increase the Purchase Order with Wittman Enterprises, LLC for ambulance billing and collection services in the amount of \$56,000.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Letter of support to Caltrans related to extension of soundwall construction along the I-210 Freeway over the Second Avenue overpass.  
CEQA: Not a Project  
Recommended Action: Approve and Authorize

- i. Record deed restriction at Hugo Reid Park and Bonita Park to comply with Measure A grant requirements.  
CEQA: Not a Project  
Recommended Action: Approve
- j. Accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project as complete.  
CEQA: Exempt  
Recommended Action: Approve
- k. Accept all work performed by Gentry Brothers, Inc. for the Miscellaneous Arterial Rehabilitation of First Avenue and Santa Clara Street and St. Joseph Street, in the amount of \$1,257,862.55.  
CEQA: Exempt  
Recommended Action: Approve

**11. CITY MANAGER**

- a. Report, discussion, and direction regarding the Homelessness, Drug Addiction, and Theft Reduction Act.  
CEQA: Not a Project  
Recommended Action: Receive and File

**12. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, June 4, 2024, 5:00 p.m. in the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

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

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

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

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

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

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

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

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

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

# 欢迎参加阿凯迪亚市议会会议!

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
WEDNESDAY, MAY 1, 2024**

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**CALL TO ORDER** – Mayor Verlato called the Special Meeting to order at 6:06 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

**PUBLIC COMMENTS** – No one appeared.

**CLOSED SESSION**

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

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

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

The Special Meeting ended at 8:38 p.m.

No reportable action was taken.



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Linda Rodriguez  
City Clerk

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, MAY 7, 2024**

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**CALL TO ORDER** - Mayor Pro Tem Cao called the Closed Session to order at 4:06 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

City Manager Lazzaretto and City Attorney Maurer explained the need to add an emergency item to the agenda under Closed Session, to address a letter received earlier in the day from California Housing Defense Fund pertaining to Public Hearing Item 8.a - Proposed 16-Unit Housing Development Project at 314-326 S. Second Avenue.

City Attorney Maurer further explained to the City Council that to add a closed session item, under Government Code Sections 54956.9(d)(2) and 54956.9(e)(3), to the agenda pursuant to Section 54954.2(b) of the Brown Act, they would need to make the following two findings: (1) the need to take action tonight (2) and that the need to take action arose after the agenda was posted. The City Council determined they could make both required findings based on the posted agenda, and timing of the correspondence received after the agenda was posted.

A motion was made by Council Member Cheng, seconded by Council Member Wang, and carried on a roll call vote to find that there is an immediate need to address a matter that arose after the agenda was posted, and to add the following items to the agenda under Closed Session:

- Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
- Facts and Circumstances: Written threat of litigation (Government Code Section 54956.9(e)(3))

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

Mayor Verlato arrived at 4:22 p.m.

**PUBLIC COMMENTS** – No one appeared.

**STUDY SESSION**

- a. Report, discussion, and direction regarding the proposed Operating Budget for Fiscal Years 2024-26 and Proposed Capital Improvement and Equipment Plan for Fiscal Years 2024-29.

City Manager Lazzaretto provided the PowerPoint Presentation.

After discussion, the City Council directed staff to bring this item back for further discussion at the May 21, 2024, City Council Meeting.

The Study Session ended at 5:35 p.m.

**CLOSED SESSION**

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

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

Facts and Circumstances: Written threat of litigation (Government Code Section 54956.9(e)(3))

No reportable action was taken.

The Closed Session ended at 6:41 p.m.

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

- 1. **CALL TO ORDER** – Mayor Verlato called the Regular Meeting to order at 7:05 p.m.
- 2. **INVOCATION** – Pastor Andre Bribiesca, Vessel Calvary Chapel Arcadia
- 3. **PLEDGE OF ALLEGIANCE** – Mayor Verlato
- 4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

City Attorney Maurer reported that prior to the Regular Meeting the City Council met in a Study Session to discuss the proposed budget; he further reported that the City Council met in Closed Session to discuss two items. One item was for pending litigation as noted on the posted agenda, and the second item for potential significant exposure to litigation. He stated that by a 4-0 vote, the City Council added the item to the agenda to confer with legal counsel pursuant to Section 54954.2(b) of the Brown Act on the basis that there was a written threat of litigation received after the agenda was posted, and that there was a need for immediate discussion about that item. He noted that there was no action taken on the Study and Closed Session items.

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

City Manager Lazzaretto noted for the record four emails received for public comment; and indicated that two of the public comments were related to Public Hearing Item 8.a and that the other two were related to Public Hearing Item 8.b.

## 7. PRESENTATIONS

- a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.
- b. Presentation of Asian American, Native Hawaiian, and Pacific Islander Mental Health Day Proclamation to Emily Wu Truong.

## 8. PUBLIC HEARING

- a. Resolution No. 7563 affirming the Planning Commission approval of Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 for a 16-unit, contemporary style, multi-family residential condominium development at 314-326 S. Second Avenue.  
CEQA: Exempt  
Recommended Action: Uphold Planning Commission Approval

Planning Manager Graham presented the Staff Report.

Philip Chan, Applicant on behalf of the property owner, Smart Property LA II LLC, appeared and presented an overview of the proposed project.

Mayor Verlatto opened the Public Hearing.

Dolores Arbour, an Arcadia resident, appeared and expressed her concerns regarding the proposed project; she submitted a letter in opposition of the proposed development; and stated that if the project is approved, a stop sign should be placed at California Street and at Duarte Road to slow vehicle traffic.

Stephanie Howe, an Arcadia resident, appeared and explained why she is opposed to the proposed project; she provided a signed petition from residents of the neighborhood who also oppose the project.

In response to Mayor Verlatto's inquiries, Ms. Howe indicated that her monthly rent is \$1,900 and that she does not know where she will relocate if she is forced to vacate her residence due to this project.

Assistant City Manager/Development Services Director Kruckeberg referred the affected residents to the Housing Rights Center, the City's website, and the Planning Division to obtain additional resources and assistance.

Robert Ip, a representative of the property owner, appeared and responded to Ms. Howe's concerns related to landscaping, proper noticing for relocation, and the cost of rent; he indicated that the new property owners have been following the rules and regulations that were enacted by the previous owners.

In response to Mayor Verlatto's inquiry, Mr. Ip indicated that he did not know the intended sale price of the proposed condominiums.

Public comment concluded and Mayor Verlato asked Council Member Kwan to present her position for the call-up of this item. Council Member Kwan presented materials and images in support of her request to call this item up for the City Council's review.

Mayor Verlato invited Mr. Chan to respond to Council Member Kwan's concerns related to the design of the proposed project and affordable housing. He indicated that the design is based on Arcadia's Zoning Code; he noted existing projects in Arcadia that offer affordable housing; and he requested the City Council approve the proposed project.

In response to City Manager Lazzaretto's inquiry, given the opportunity to work with a different zoning code, Mr. Chan indicated that he would not change the design of the proposed 16-unit development.

Mayor Verlato closed the Public Hearing.

After City Council discussion, Council Member Kwan made a motion to overturn the Planning Commission's approval of Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 for a 16-unit, contemporary style, multi-family residential condominium development at 314-326 S. Second Avenue.

The motion failed for lack of a second.

A motion was made by Council Member Cao, and seconded by Council Member Cheng, to adopt Resolution No. 7563 affirming the Planning Commission's approval of Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 for a 16-unit, contemporary style, multi-family residential condominium development at 314-326 S. Second Avenue.

A substitute motion was made by Mayor Verlato, seconded by Council Member Wang, and carried on a roll call vote to continue this item for 30 days to allow for further City Council consideration.

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

Mayor Verlato recessed the meeting at 9:17 p.m. and reconvened at 9:23 p.m.

- b. Annual Military Equipment Report per Assembly Bill No. 481.  
CEQA: Not a Project  
Recommended Action: Approve

Police Chief Nakamura presented the Staff Report.

Mayor Verlato opened the Public Hearing.

No one appeared.

Mayor Verlato closed the Public Hearing.

A motion was made by Mayor Pro Tem Cao, seconded by Council Member Kwan, and carried on a roll call vote to approve the Annual Military Equipment Report per Assembly Bill No. 481.

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

## 9. PUBLIC COMMENT

Kevin Mak, an Arcadia resident, appeared and expressed his concerns with traffic at the intersections of Second Avenue and Foothill Boulevard, and Golden West Avenue and Duarte Road; and he urged the City Council to consider installing left turn arrow signals at those intersections.

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

Council Member Wang provided a report on the various events that she attended or will be attending as a representative of the City; she spoke about the importance of public safety; and requested City Council support to add an item to a future agenda to discuss the creation of a public safety commission; Mayor Verlato clarified that the item she requested is already scheduled for the next City Council Meeting.

Council Member Kwan spoke about the importance of maximizing land use and encouraged developers to use Environmental, Social and Governance (“ESG”) guidelines. She indicated that the City’s planning guidelines promote a diverse environment that is welcoming to all projects, whether it be affordable housing or large home developments, and that these guidelines are in place to help maximize land use.

Council Member Cheng thanked his colleagues for remaining professional when expressing their point of view on City related matters; he thanked members of the public for sharing their comments; he announced that May 11 is Law Day; May 25 is Supervisor Kathryn Barger’s 26<sup>th</sup> Annual Tribute to Veterans and Military Families event; and he thanked City staff for all they do and for working tirelessly during the pandemic.

Mayor Pro Tem Cao provided a report on the various events that he attended or will be attending as a representative of the City; he announced that May 7 is National Teacher Appreciation Day; he expressed his support for mental health awareness; and noted that May is Asian American Pacific Islander Heritage Month.

Mayor Verlato provided a report on the various events that she attended or will be attending as a representative of the City; she announced that the Los Angeles County Superior Court ruled that Senate Bill 9 does not apply to Charter Cities.

City Attorney Maurer clarified that Senate Bill 9 requires cities to allow lot splits; and stated that the Los Angeles County Superior Court ruled that charter cities are not required to follow SB 9 and, therefore, do not have to allow lot splits.

Mayor Verlato noted an email received from White Springs Café indicating that the establishment will no longer offer dine-in service due to homeless interfering with its customers dining experience; and she wished all mothers a Happy Mother’s Day.

Council Member Wang offered Mayor Verlato words of encouragement during this difficult time with her mother; and she congratulated Mayor Pro Tem Cao on becoming a Division President of the League of California Cities' Los Angeles Division.

## 11. CONSENT CALENDAR

- a. Special Meeting Minutes of April 11, 2024, and Regular Meeting Minutes of April 16, 2024.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Resolution No. 7560 approving participation in Year 4 of the Los Angeles Urban County Permanent Local Housing Allocation ("PLHA") Program; identifying proposed activities for \$966,044 in PLHA funding; and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority ("LACDA").  
CEQA: Not a Project  
Recommended Action: Adopt
- c. Resolution No. 7561 amending the Fiscal Year 2023-24 Capital Improvement Program budget, authorizing a supplemental budget appropriation for the City Facilities Exterior Painting Project (Project No. 17821024) in the amount of \$26,920.33, offset by a reduction in the Capital Outlay Fund; and approve a contract with Mackone Development, Inc. for the City Facilities Exterior Painting Project in the amount of \$326,920.33.  
CEQA: Exempt  
Recommended Action: Adopt and Approve
- d. Professional Services Agreement with Fire Facilities, Inc. for design services for the Arcadia and United States Forest Service Joint Training Center in the amount of \$60,000.  
CEQA: Not a Project  
Recommended Action: Approve
- e. Contract with Express Energy Services, Inc. for the Repair Underground Field Lighting Short Project in the amount of \$38,872.76.  
CEQA: Exempt  
Recommended Action: Approve
- f. Contract with Carrier Corporation for the Library HVAC Unit Replacements in the amount of \$140,469.  
CEQA: Exempt  
Recommended Action: Approve
- g. Contract with Lexipol to provide Policy Implementation and Management Services for the Fire Department in the amount of \$40,221 and an annual subscription cost of \$12,192.  
CEQA: Not a Project  
Recommended Action: Approve

- h. Renewal of the Weed Abatement Services Agreement between the City of Arcadia and the Los Angeles County Agricultural Commissioner/Weights and Measures Department.  
CEQA: Not a Project  
Recommended Action: Approve
- i. Authorize payment of the Annual Coordinated Integrated Monitoring Program cost share in the amount of \$220,828.96 to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority.  
CEQA: Not a Project  
Recommended Action: Approve
- j. Purchase Order with Black & White Emergency Vehicles, LLC for the purchase of vehicle outfitting supplies and services in the amount of \$142,695.86.  
CEQA: Not a Project  
Recommended Action: Approve
- k. Purchase Order with Inductive Automation, LLC for the purchase of Ignition SCADA Platform software in the amount of \$47,901.20.  
CEQA: Not a Project  
Recommended Action: Approve
- l. Purchase Order with Calgon Carbon Corporation for Carbon Exchange Services for the Live Oak GAC Treatment System in the amount of \$212,562.  
CEQA: Exempt  
Recommended Action: Approve
- m. Reject bid from Coast-to-Coast Custom Mobile, and approve a Purchase Order with Glendora Chevrolet for the purchase of one 1/2-ton 2024 Chevrolet Four-Wheel Drive Tahoe in the amount of \$76,828.  
CEQA: Not a Project  
Recommended Action: Approve

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

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

**12. CITY MANAGER**

- a. Report, discussion, and direction regarding potential modifications to the City Council meeting schedule.  
CEQA: Not a Project  
Recommended Action: Amend Summer Meeting Schedule

City Manager Lazzaretto presented the Staff Report.

After City Council discussion a motion was made by Council Member Kwan to modify the existing meeting schedule to skip the first meeting in the months of January, July, and September.

The motion failed for lack of a second.

**13. ADJOURNMENT**

The City Council adjourned the meeting at 10:14 p.m. to Tuesday, May 21, 2024, at 5:00 p.m. in the City Council Conference Room.



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Linda Rodriguez  
City Clerk



# STAFF REPORT

Development Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Kevin Merrill, City Engineer  
By: Johnathan Doojhibulpol, Associate Civil Engineer

**SUBJECT:** RESOLUTION NO. 7565 AMENDING THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR THE BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT IN THE AMOUNT OF \$1,605,000, OFFSET BY A REDUCTION IN THE PROP C FUND OF \$755,000, THE MEASURE M FUND OF \$450,000 AND THE MEASURE R FUND OF \$400,000; AND APPROVE A CONTRACT WITH GENTRY BROTHERS, INC. FOR THE BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT IN THE AMOUNT OF \$3,945,080.28, WITH A 10% CONTINGENCY  
**CEQA: Exempt**  
**Recommendation: Adopt and Approve**

## SUMMARY

The City Council added to the Capital Improvement Program (“CIP”), a project to improve the Baldwin Avenue parkways between Huntington Drive and Camino Real Avenue, and authorized a total of \$3 million for the effort. The Baldwin Avenue Streetscape Improvements Project was advertised for bids on March 21, 2024, and bids were opened on April 11, 2024. Five bids were received, and Gentry Brothers, Inc. was the lowest responsible bidder with a bid in the amount of \$3,945,080.28. The difference in the low bid amount, including the 10% contingency and the project budget of \$3,000,000, is approximately \$1,339,590. With planning and design costs as well as related services to complete the project, the total project would be at \$1.605 million should all contingencies be used.

It is recommended that the City Council find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7565 amending the Fiscal Year 2023-24 CIP Budget, authorizing a supplemental budget appropriation for the Baldwin Avenue Streetscape Improvement Project in the amount of \$1,605,000, offset by a reduction in the Prop C fund of \$755,000,

the Measure M fund of \$450,000, the Measure R fund of \$400,000; and authorize and direct the City Manager to execute a contract with Gentry Brothers, Inc. for the Baldwin Avenue Streetscape Improvements Project in the amount of \$3,945,080.28, with a 10% contingency, and amend the existing contract with West Coast Arborists for an additional \$72,689 to remove and replace all of the trees.

## **BACKGROUND**

At the Fiscal Year 2022-23 budget adoption hearing on June 7, 2022, the City Council discussed adding a Baldwin Avenue Streetscape Improvement Project to the budget. Attachment No. 3 below shows a map of the project area. At that meeting, the City Council requested a cost estimate for the following improvements:

- Remove and replace all the existing Ficus trees;
- Remove and replace damaged sidewalks;
- Install electrical lines in sidewalk to light the trees;
- Add benches;
- Add trash receptacles;
- Add bulb-outs similar to those on Huntington Drive; and
- Add decorative crosswalks at intersections.

A full evaluation was conducted of the existing conditions along Baldwin Avenue and a scope of work was assembled to meet the improvement plan identified above. A comprehensive cost estimate was presented on September 6, 2022. The City Council chose to move forward with all improvements except for the bulb-outs and decorative crosswalks for a total estimate of \$2,100,000.

At the October 18, 2022, City Council Meeting, the City Council adopted Resolution No. 7462 adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 CIP Budget, and authorized an appropriation in the amount of \$2,100,000, offset by a reduction of \$500,000 in Measure M funds and a \$1,600,000 reduction in Measure R funds.

As part of the Fiscal Year 2023-24 CIP Budget, \$900,000 of Prop C funds were budgeted for the Arterial Rehabilitation Project – Baldwin Avenue from Huntington Drive to Camino Real Avenue. This part of the project will rehabilitate Baldwin Avenue due to the expected impact of construction from the streetscape project. This provides an existing total project budget of \$3,000,000.

A design contract was awarded to Kreuzer Consulting Group (“KCG”) through the City’s Engineering Design Services Professional Service Agreement, in the amount of \$192,400 for project design, leaving \$2,807,600 for construction. Design plans were completed in January 2024.

The Project was initially bid in February 2024 and all bids were significantly higher than the original budget of \$3,000,000. The City rejected all bids and the project scope was revised to include reduced tree removal, new tree planting, communications conduit, one traffic signal, and video detection improvements, all of which were removed from the project to save overall costs.

With regard to tree removal and new tree planting, the Public Works Services Department has an on-call contractor, West Coast Arborists (“WCA”), for tree maintenance services. The City received quotes from WCA for both tree removal and tree planting in the amounts of \$53,559 and \$19,320, for a total cost of \$72,689. The City plans to amend the existing maintenance contract with WCA and have them perform all tree removal and replacement work on the project. The removal of the large Ficus trees along Baldwin Avenue is a sensitive and important aspect of the project. The use of WCA for this work will yield a cost savings for the overall project, and importantly, allows the City to work with an existing partner and known entity to complete this part of the project.

## **DISCUSSION**

The revised project was advertised for bids in March 2024 and bids were opened on April 11, 2024. Bids were received from five prospective contractors, with the following base bid results:

<b>BIDDER NAME</b>	<b>AMOUNT</b>
Gentry Brothers, Inc.	\$3,945,080.28
Palp, Inc. dba Excel Paving	\$4,178,655.84
Vido Samarzich, Inc.	\$4,378,921.80
Hardy & Harper, Inc.	\$4,414,000.00
All American Asphalt	\$5,859,370.00

After reviewing the bid documents, Gentry Brothers, Inc., was determined to be the lowest responsible bidder. Gentry Brothers has performed work with favorable results on a few City projects, such as the Live Oak Avenue Rehabilitation, and more recently, was awarded the Downtown Alley project, which is nearly complete. Gentry Brothers also completed the Miscellaneous Arterial Rehabilitation of First and Avenue and Santa Clara Street, and St. Joseph Street, on-time and within budget.

The low bid is above the current available budget by \$1,137,480.28, requiring an additional appropriation of that amount, plus a 10% contingency and the costs for tree removal and replacement. The significant increase in project costs is primarily due to extreme increases in construction costs over the last several years. In the nearly two years since the original estimate was obtained, the City is seeing construction costs much higher than expected, in all project types and trades. The table below provides these costs, and it is important to note that the project is not being funded through the General

Fund. The Fiscal Impact section below details the various grant funding sources for the project.

<b>ITEM</b>	<b>AMOUNT</b>
Low Bid Amount (Gentry Brothers, Inc.)	\$3,945,080.28
10% Contingency	\$394,508
<b>Low Bid Amount plus 10% Contingency</b>	<b>\$4,339,588.31</b>
Costs for Tree Removal and Replacement	\$72,689*
<b>TOTAL PROJECT COST</b>	<b>\$4,412,277.31</b>
Current Available Budget	(\$2,807,600)
<b>Additional Funds Required</b>	<b>\$1,604,677.31</b>

\*WCA Arborists Contract, not Gentry Brothers

### **ENVIRONMENTAL ANALYSIS**

Under the California Environmental Quality Act (“CEQA”) Guidelines, this project is categorically exempt per Section 15301 as a Class 1, Existing Facility, and Section 15302 as a Class 2, Replacement or Reconstruction. The City hired Psomas to prepare a Notice of Exemption to thoroughly detail the exemption. The Notice of Exemption is included as Attachment No. 4.

### **FISCAL IMPACT**

At the October 18, 2022, City Council Meeting, the City Council adopted Resolution No. 7462, adding the Baldwin Avenue Streetscape Improvement project to the Fiscal Year 2022-23 CIP Budget, and authorized an appropriation in the amount of \$1,600,000 in Measure R funds and \$500,000 in Measure M funds. The Fiscal Year 2023-24 CIP Budget included \$900,000 of Prop C funds for the Arterial Rehabilitation Project. The total project budget was \$3,000,000 less KCG’s design contract cost \$192,400, leaving \$2,807,600 for construction.

To cover the remaining costs, Resolution No. 7565 is needed for an additional appropriation of \$755,000 in Proposition C funds, \$450,000 in Measure M funds, and \$400,000 in Measure R funds, for a total of \$1,605,000 to cover the shortfall of \$1,604,677.31. These Prop. C and Measure M & R funds have sufficient balances and are earmarked for street and transportation projects. These additional appropriations for the Baldwin Streetscape Improvement Project will be added to the Fiscal Year 2024-25 CIP Budget, bringing the total project budget for construction to \$4,412,600. See Attachment No. 1 for Resolution No. 7565.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 7565 amending the Fiscal Year 2023-24 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Baldwin Avenue Streetscape Improvement Project in the amount of \$1,605,000, find the project categorically exempt pursuant to the requirements of the CEQA; and authorize and direct the City Manager to execute a contract with Gentry Brothers Inc. for the Baldwin Avenue Streetscape Improvement Project, in the amount of \$3,945,080.28, with a 10% contingency, and amend the existing contract with West Coast Arborists for an additional \$72,689 to remove and replace all of the trees.

Approved:



Dominic Lazzaretto  
City Manager

- Attachment No. 1: Resolution No. 7565
- Attachment No. 2: Proposed Contract
- Attachment No. 3: Map of Project Area
- Attachment No. 4: Notice of Exemption – Psomas Report

RESOLUTION NO. 7565

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR THE BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT IN THE AMOUNT OF \$1,605,000, OFFSET BY A REDUCTION IN THE PROPOSITION C FUND OF \$755,000, THE MEASURE M FUND OF \$450,000 AND THE MEASURE R FUND OF \$400,000

WHEREAS, on October 18, 2022, the City Council adopted Resolution No. 7462 adding the Baldwin Avenue Streetscape Improvement Project to the Fiscal Year 2022-23 CIP Budget and authorized an appropriation in the amount of \$2,100,000, offset by a reduction of \$500,000 in Measure M funds and a \$1,600,000 reduction in Measure R funds, and

WHEREAS, as part of the Fiscal Year 2023-24 CIP Budget, \$900,000 of Proposition C funds were budgeted for the Arterial Rehabilitation Project – Baldwin Avenue from Huntington Drive to Camino Real Avenue, and

WHEREAS, on April 11, 2024, bids were received from five prospective contractors with the low bid being from Gentry Brothers, Inc. in the amount of \$3,945,080.28, and

WHEREAS, funding is determined to be available in the Proposition C fund balance in the amount of \$755,000, the Measure M fund balance in the amount of \$450,000 and in the Measure R fund balance in the amount of \$400,000, for a total of \$1,605,000; find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act (“CEQA”), and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Proposition C, Measure R and Measure M Funds for appropriation.

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

SECTION 1. The sum of One Million, six hundred and five thousand Dollars (\$1,605,000) is hereby appropriated in the Baldwin Avenue Streetscape Improvement Project, offset with a reduction in the Proposition C fund balance in the amount of \$755,000, the Measure M fund balance in the amount of \$450,000 and in the Measure R fund balance in the amount of \$400,000.

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

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 21st day of May, 2024.

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael J. Maurer  
City Attorney

**CONTRACT**

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of May, 2024, by and between City of Arcadia, sometimes hereinafter called "City," and Gentry Brothers, 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:

**BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT**

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 130 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 THREE MILLION NINE HUNDRED FORTY-FIVE THOUSAND EIGHTY DOLLARS AND TWENTY-EIGHT CENTS (\$3,945,080.28). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification

Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ARCADIA

GENTRY BROTHERS, INC.

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed May \_\_\_\_, 2024, has awarded to GENTRY BROTHERS, INC., hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

- Partner(s)
  - Limited
  - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
 Title or Type of Document

\_\_\_\_\_  
 Number of Pages

\_\_\_\_\_  
 Date of Document

\_\_\_\_\_  
 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia, (hereinafter referred to as "City") has awarded to GENTRY BROTHERS, INC., (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

**NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto in addition to appropriate Notarial Acknowledgements of Execution by both Contractor and Surety.**



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
  - Limited
  - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

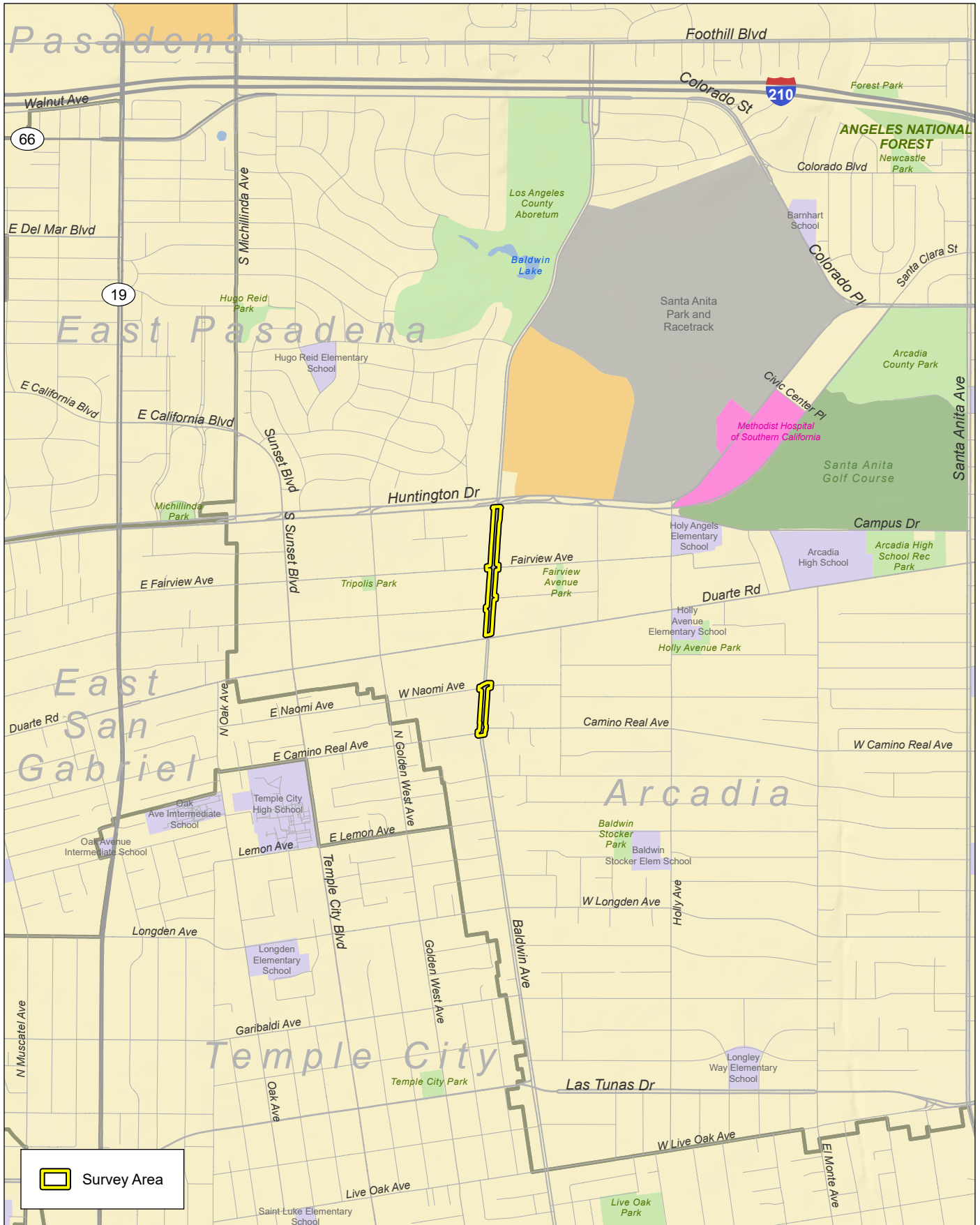
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

Insert W9 form on PDF copy.

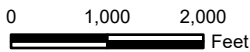
DRAFT



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### Local Vicinity

#### Baldwin Avenue Improvement Project



### Exhibit 1



## Notice of Exemption

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**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk  
County of Los Angeles  
12400 Imperial Highway  
Norwalk, CA 90650

**From:** City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91007

**Project Title:** Baldwin Avenue Streetscape Improvements Project

**Project Applicant:** City of Arcadia

**Project Location – Specific:** The proposed Baldwin Avenue Streetscape Improvements Project (Project) site encompasses approximately 2,691 linear feet (lf) along the Baldwin Avenue public rights-of-way (ROW) in the City of Arcadia, in the County of Los Angeles, California. The Project area includes the ROW of two segments of Baldwin Avenue: (1) between Huntington Drive and West Duarte Road and (2) between West Naomi Avenue and West Camino Real Avenue. Commercial land uses and surface parking lots line the ROW on both sides of Baldwin Avenue. Residential land uses are present to the east and west beyond the commercial uses facing Baldwin Avenue throughout the Project site.

**Project Location – City:** Arcadia      **Project Location – County:** Los Angeles

**Description of Nature, Purpose, and Beneficiaries of Project:** The City of Arcadia proposes to rehabilitate the indicated segments of Baldwin Avenue. This rehabilitation would include replacing the asphalt surfaces from curb to curb; conducting localized deep patch removals (up to 12 inches); replacing thirty-one driveway approaches and major segments of sidewalks along the ROW; replacing curbs and gutters; a new concrete bus pad; installing new or modifying existing traffic signal infrastructure; and conducting utility (electric, storm water drainage, irrigation line) improvements. The Project would involve the removal and replacement of an estimated 155,728 square feet (sf) of asphalt and 55,028 sf of concrete within the ROW.

The Project would involve the removal of 53 non-native street trees, including 47 Indian laurel fig or ficus (*Ficus macrophylla*) trees, and 9 trees would remain protected in place. The City is electing to remove the trees due to their adverse effects on urban infrastructure and public safety. Ficus tree roots in particular including those along Baldwin Avenue, have been observed to damage sewer lines, sidewalks, curbs, and roadways, leading to significant repair costs borne by the City. Their tendency for limb failure and collapse increases the risk of harm to pedestrians, bicyclists, and motorists. The trees' ability to reach considerable heights, as well as their dense foliage, can obstruct visibility, creating dangerous conditions for drivers and damaging roofs of some properties. In addition, the upheaval of sidewalks caused by their root systems present a tripping hazard, further justifying their removal to safeguard the public and preserve the integrity of the City's infrastructure. The removed trees would be replaced with 56 London plane trees (*Platanus x acerifolia*). The results of a tree survey conducted by a Certified Arborist are presented in Attachment A.

The purpose of the Project is to provide a well-maintained and functional public transportation system and improve both public safety and visual quality along these two segments of Baldwin Avenue. The beneficiaries of the Project include the City, the public users of this street, and business owners with properties proximate to the improved streetscape. Southern California

Edison (SCE) would also be a beneficiary as there would be improved access to aboveground electric lines, as the dense canopy of the trees envelops the wires.

The Project contractor and City representatives would coordinate with the property owners and occupants regarding continued access to their businesses during construction activity. Existing utilities in removal areas would be protected in place and readjusted and/or relocated. Project construction would require approximately 130 working days, anticipated to begin in Spring 2024. Construction activities would occur Monday through Friday (7:00 AM to 6:00 PM) and possibly on Saturday (8:00 AM to 5:00 PM). The Project would be constructed in compliance with the City's applicable planning, engineering, and environmental regulations, including the tree protection ordinance, City permit requirements related to water quality, noise ordinance, solid waste reduction and recycling requirements, preparation of a Traffic Control Plan during construction, and meet the requirements of the Migratory Bird Treaty Act regarding nesting birds.

**Name of Public Agency Approving Project:** City of Arcadia

**Name of Person or Agency Carrying Out Project:** City of Arcadia

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15296(a));
- Emergency Project (Sec. 21080(b)(4); 15269
- Categorical Exemption. **Section 15301 (Class 1 Existing Facilities) and Section 15302 (Class 2 Replacement or Reconstruction)**
- Statutory Exemption.

**Reasons why project is exempt:** The City must comply with the California Environmental Quality Act (CEQA) of 1970 when approving discretionary projects within its jurisdiction. The Baldwin Avenue Sidewalk Repair Project is a discretionary project, and the appropriate CEQA compliance document for this project would be a Categorical Exemption (CE) under both Class 1 (Existing Facilities) and Class 2 (Replacement or Reconstruction).

Pursuant to Section 15301 of the State CEQA Guidelines, a Class 1 CE 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 existing or former use. The key consideration is whether the project involves negligible or no expansion of use.

The Project would be the repair of existing public facilities to improve public safety with no expansion of use. Among the examples of appropriate projects identified for this Class of CEs in Section 15301 of the State CEQA Guidelines are:

- Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)...” and
- Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety...”.

Pursuant to Section 15302 of the State CEQA Guidelines, a Class 2 CE consists of:

Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The Project would be the replacement of existing facilities where the new facilities (e.g., sidewalk, utility boxes and vaults, signs) would be located on the same site as the structures being replaced and would have the same purpose and capacity as the existing conditions.

Therefore, the proposed Project would be consistent with the requirements of Section 15301 and Section 15302 of the State CEQA Guidelines.

The State CEQA Guidelines do not require the use of the CEQA Environmental Checklist when preparing a CE; however, it is important to consider whether the Project has the potential to result in significant environmental impacts and to document that the lead agency is not exceeding their discretionary authority by preparing a CE. The following provides a brief evaluation of potential impacts under the environmental topics identified in Appendix G of the State CEQA Guidelines.

- **Aesthetics:** The Project would not result in an adverse long-term change to the visual quality of the site. On the contrary, one objective of the Project is to improve the visual quality of the ROW along these two segments of South Baldwin Avenue, by replacing the street surface and cracked or otherwise damaged concrete such as sidewalks and driveway approaches. For these reasons, implementation of the proposed Project is not considered to substantially degrade the visual quality of the Project site and surroundings. There are no State scenic highways located in the City and the City does not designate scenic roadways (Caltrans 2024, Arcadia 2010). There are existing views of the San Gabriel Mountains from the Project site and areas located south of the Project site. Development of the project would not obstruct these views. There would not be a substantial adverse impact on scenic vistas. There would be no change in the number or location of streetlights or other sources of light and glare. For these reasons, the new source of light and glare associated with the proposed Project would not be considered substantial.
- **Agricultural and Forest Resources:** No agricultural or forest resources are on or near the Project site. The Project would not directly or indirectly impact Important Farmland or forest resources (FMMP 2020).
- **Air Quality:** There would be no long-term, operational air quality emissions, as the Project would not increase traffic volumes or change traffic patterns. Air pollutant emissions would occur from construction equipment exhaust; fugitive dust from demolition and site grading; exhaust and particulate emissions from trucks hauling demolition and construction debris, materials to and from the Project site, and from vehicles driven to and from the Project site by construction workers; and VOCs from painting and asphalt paving operations.

Air quality modeling to quantify the estimated construction emissions of criteria pollutants was prepared for the City's Arterial Rehabilitation project, whose Categorical Exemption was finalized in November 2020 and remains on file with the City. The Arterial Rehabilitation project involved similar improvements over a total of 6,890 lf within the ROWs of four City street segments. The air quality modeling conducted in 2020 demonstrated that maximum daily emissions and local emissions would be far less than the respective SCAQMD's thresholds for all criteria air pollutants. The local emissions were all less than 2.2 percent of the SCAQMD thresholds except for fugitive dust

(particulate matter [PM] less than 10 microns and 2.5 microns), which were less than approximately 20 percent and 33 percent of their respective thresholds. The Arterial Rehabilitation project encompassed approximately 61 percent more work area (i.e., amount of asphalt and concrete removed and replaced) than the proposed Baldwin Avenue Streetscape Improvements Project. Therefore, the regional and local criteria pollutant emissions associated with the proposed Project would also be below SCAQMD thresholds.

Because the construction emissions would be below SCAQMD thresholds, the Project would not contribute to a cumulatively considerable air quality impact or expose sensitive receptors to substantial pollutant concentrations. Based on the anticipated emissions, the Project would not conflict with the SCAQMD's 2022 Air Quality Management Plan. While construction-related odors may be generated, these would be short-term and would dissipate quickly. The Project is not considered to produce objectionable odors.

- **Biological Resources:** The Project would not have an impact on federally listed Threatened or Endangered plant or wildlife species, nor would it result in removal of any federally designated critical habitat. No riparian habitat or wetlands are located on the Project site, nor will any be affected by the Project. The Project site is located in a developed area surrounded by a mix of urban land uses and does not function as a wildlife corridor or native wildlife nursery site. The City does not fall within the boundaries of any approved Habitat Conservation Plan or Natural Community Conservation Plan.

As discussed previously, a total of 53 existing trees located within the public ROW would be removed, 9 existing trees would remain protected in place, and a total of 56 new trees would be planted. The trees to be removed are street trees, as defined by the Arcadia Municipal Code, and are protected under the City's tree protection ordinance (Section 9800 et. Seq. of the Arcadia Municipal Code).

The existing trees on and near the site have potential to be used by nesting birds and raptors; however, all contractors are required to comply with applicable laws and regulations, including the Migratory Bird Treaty Act, which requires the protection of nesting birds and occupied nests. As such, prior to tree removal or other construction activity within the nesting bird and raptor seasons (generally mid-February through mid-September, species dependent), the City would facilitate the performance of a nesting bird survey by a qualified biologist. If an active nest is found in or near the Project site that could be affected by the Project's construction, the biologist will define a protection zone for that nest.

- **Cultural and Tribal Cultural Resources:** The Project site is entirely within the public ROW; therefore, there are no buildings or other known historic resources on the site. The public infrastructure being replaced in kind are of recent age. The Project site is located in an urban area and has been subject to past development. In previously developed areas, shallow soils underlying the site would be comprised of artificial fill, which would not contain cultural resources. Native soils underlying the fill are comprised of Younger Quaternary Alluvium (Qyf) (BonTerra Consulting 2010). Excavation is anticipated to extend to depths of 12 inches below the ground surface. Therefore, it is not anticipated that excavation activities may encounter native soils. The Natural History Museum of Los Angeles County concluded that excavation activities within the soil unit Qyf are unlikely to encounter paleontological resources (BonTerra Consulting 2010); however, unknown archaeological resources may be encountered. Consistent with Sections 21074 and 21083.2(g) of the *California Public Resources Code* and Section 15064.5(a) of the State CEQA Guidelines, in the unlikely event that archaeological resources are encountered

during ground-disturbing activities, a qualified archaeologist must be retained to determine the significance of the resource, including whether it is a tribal cultural resources, a unique archaeological resource, or a historical resource (buried), and manage the appropriate disposition of the resource. Similarly, if human remains are encountered during excavation activities, Section 5097.98 of the *California Public Resources Code* and Section 7050.5 of the *California Health and Safety Code* define the actions required to appropriately manage the finding.

- **Energy:** The Project would result in nominal short-term construction-related use of energy, in the form of fuel, related to shallow earthmoving and installation of replacement facilities. However, the fuel consumption from the minimal amount of construction equipment activity that would be required would be finite and relatively minor given the small scale of the Project. The Project would not drive an increase in vehicle trips. Therefore, the Project would not be considered to result in a wasteful or inefficient use of energy.
- **Geology and Soils:** The Project would not result in the development of housing or other habitable structures that would expose people to risks associated with seismic shaking, ground failure, landslides, or other geotechnical issues present in Southern California.
- **Greenhouse Gas Emissions:** Based on the modest size of the Project and the limited air pollutant emissions, the Project would result in nominal short-term construction-related greenhouse gas (GHG) emissions that would not exceed any applicable draft threshold promulgated by the SCAQMD Working Group. There would be no change in long-term vehicle trips, and associated GHG emissions, with Project implementation.
- **Hazards and Hazardous Materials:** The Project site is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Section 65962.5 of the *California Government Code* (i.e., Cortese List) (CalEPA 2024). No airport or airstrips are within two miles of the Project site. The Project would not increase the risk of wildfires because the Project site is located in a developed area that has no interface with areas designated as being at risk of wildland fires (CAL FIRE 2024). All hazardous materials used during construction would be handled in compliance with all local and federal regulations. There are no schools within ¼-mile of the site.
- **Hydrology and Water Quality:** The Project would not alter the existing drainage pattern on the site or surrounding areas. Specifically, there would be no changes to topography, impervious surface area, or storm water drainage infrastructures with Project implementation that would result in erosion, siltation, flooding, or redirect flows on- or off-site. Because the Project site is greater than one acre, the construction contractor would be required to comply with the State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Construction General Permit). The City is not located within a 100-year flood hazard area, as mapped by the Federal Emergency Management Agency (FEMA); in a zone influenced by the inundation of seiche, tsunami, or mudflow; or in an area at risk of inundation due to failure of a dam (Arcadia 2010).
- **Land Use and Planning:** The Project site is entirely within the public ROW, and as such there is no applicable land use designation or zoning, and related policies. There would be no conflict with land use policies adopted for the purpose of avoiding an environmental impact. The Project would not divide an established community.

- **Mineral Resources:** The Project site is not a mineral resource recovery site.
- **Noise:** The Project would result in a short-term period of construction-related noise. The existing noise environment is dominated by traffic on South Baldwin Avenue, nearby cross streets, and vehicle ingress and egress at businesses along both sides of the street. There are no noise-sensitive receptors proximate to the Project site; the nearest sensitive receptors include single- and multi-family residences located between approximately 140 and 350 feet from the sidewalk on the far side of the commercial land uses lining Baldwin Avenue. The nearest receptors, although not sensitive receptors, are the adjacent commercial uses situated at varying distances from the sidewalk along both sides of Baldwin Avenue. Construction of the Project would not involve pile driving or blasting; only conventional construction equipment would be required. Construction equipment would include items such as a backhoe(s) or small excavators with various attachments, bobcat(s), hard tools, large trucks for equipment and materials delivery, and passenger vehicles for workers and City staff. Noise generated by Project construction activities would be audible above the existing ambient noise environment but would occur during daytime hours, or the least noise-sensitive portions of the day, consistent with the City's noise ordinance. Specifically, Section 4261 of the Arcadia Municipal Code, prohibits the operation of construction equipment and construction activity except from 7:00 AM to 6:00 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday. Because the Project's construction activities would not involve sources of extreme noise (e.g., blasting, pile driving), would limit construction activities to the least noise sensitive portions of the day, would involve a relatively short construction duration, and the location of construction activity would move frequently, construction of the Project would not be considered a significant noise impact on the receptors.
- **Population and Housing:** The Project would not directly or indirectly generate population growth or result in any residential or non-residential displacements.
- **Public Services and Recreation:** The Project would not increase demand for public services because it would not directly or indirectly result in an increased population, nor would it require the construction of new recreational facilities. The Project is not proposed adjacent to, nor would it directly affect or alter the function of, any recreational facilities.
- **Transportation:** The Project would involve mobilization of construction equipment and materials and passenger trucks/vehicles for workers and City staff. All trucks and construction equipment would be staged within the public ROW. The nominal number of trips associated with the Project's short-term construction would not adversely affect the circulation system in the Project area. The Project would not result in inadequate emergency access and would not incorporate hazardous design features.
- **Utilities and Service Systems:** The Project would not increase demand for utilities or other service systems because it would not directly or indirectly result in an increased population or require new water supplies or sewage disposal. Though the Project would generate some construction-related solid waste, the volume would be minimal and would be accommodated within the remaining capacity of area landfills. All federal, State, and local statutes and regulations related to solid waste would be followed.
- **Wildfire:** The Project site is not within or near a designated Very High Fire Hazard Severity Zone (CAL FIRE 2024).



**ATTACHMENT A**  
**TREE SURVEY MEMORANDUM**

March 8, 2024

Johnathan Doojphibulpol, PE  
Associate Civil Engineer  
City of Arcadia  
240 West Huntington Drive  
Arcadia, California 91007

VIA EMAIL  
jdoojphibulpol@arcadiaca.gov

Subject: Tree Survey for the Baldwin Avenue Improvement Project in the City of Arcadia, California

Dear Johnathan Doojphibulpol:

This Letter Report documents the results of a tree survey in support of the Baldwin Avenue Improvement Project (Project) in the City of Arcadia, County of Los Angeles, California. The survey area included two segments of South Baldwin Avenue: (1) between Huntington Drive and West Duarte Road (hereinafter referred to as the “North Area”); and (2) between West Naomi Avenue and West Camino Real Avenue (hereinafter referred to as the “South Area”) (Exhibit 1).

**PROJECT LOCATION**

The City of Arcadia proposes to improve the South Baldwin Avenue streetscape by updating sidewalks, pavement, access ramps and other portions of the public ROW that have been damaged from primarily mature Indian laurel fig or ficus (*Ficus microcarpa*) trees and other causes. The purpose of the Project is to provide a well-maintained and functional public transportation system and improve both public safety and visual quality along the two aforementioned segments of Baldwin Avenue. The beneficiaries of the Project include the City, public users of this street, and business owners with properties proximate to the improved streetscape. Southern California Edison (SCE) would also be a beneficiary as there would be improved access to aboveground electric lines, as the dense canopy of the ficus trees envelops the wires. In addition to parkway and sidewalk improvements, traffic signals along South Baldwin Avenue at the intersections of Fairview Avenue, West Naomi Avenue, and West Camino Real Avenue would be upgraded.

**METHODS**

Psomas Certified Arborist Trevor Bristle (International Society of Arboriculture WE-10233A) visited the Project site on February 27, 2024, to document the type, quantity, and condition of trees present within the survey area. Each tree was individually numbered, and the trunk, branches, and foliage were carefully examined. During the site visit, the following data were recorded: tree species, number of trunks, trunk diameter at breast height (dbh), tree height, canopy diameter, and qualitative assessment ratings on aesthetics and health. Tree locations were recorded using a handheld GPS device and laid out on an aerial map.

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 March 8, 2024  
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**RESULTS**

A total of 81 trees were recorded in the Project survey area. This includes 64 trees in the North Area and 17 trees in the South Area. A summary of trees included in the survey are provided in Table 1 and their locations are shown on Exhibit 2a through 2c. A complete summary of all recorded tree data is provided in Attachment A.

**TABLE 1  
 SUMMARY OF TREE SPECIES AND QUANTITIES IN SURVEY AREA**

Tree Species		Tree Quantity		
Common Name	Scientific Name	Total	North Area	South Area
Strawberry madrone	<i>Arbutus unedo</i>	2	2	-
Chinese fringe tree	<i>Chionanthus retusus</i>	5	5	-
camphor tree	<i>Cinnamomum camphora</i>	1	1	-
carrotwood	<i>Cupaniopsis anacardioides</i>	3	3	-
coral tree	<i>Erythrina</i> sp.	1	1	-
Indian laurel fig	<i>Ficus microcarpa</i>	47	37	10
pink trumpet tree	<i>Handroanthus heptaphyllus</i>	2	-	2
cajeput tree	<i>Melaleuca quinquenervia</i>	3	3	-
Canary Island pine	<i>Pinus canariensis</i>	2	-	2
plane tree	<i>Platanus</i> sp.	2	2	-
London plane tree	<i>Platanus x hispanica</i>	3	1	2
Callery pear	<i>Pyrus calleryana</i>	2	1	1
queen palm	<i>Syagrus romanzoffiana</i>	7	7	-
Mexican fan palm	<i>Washingtonia robusta</i>	1	1	-
<b>Total</b>		<b>81</b>	<b>64</b>	<b>17</b>

Trees within the Project consist of street trees planted along Baldwin Avenue and trees located in planters and/or near disturbance areas. This includes 63 street trees and 18 additional trees within or directly adjacent to the Project survey area. A summary of these trees is provided in Table 2.

**TABLE 2**  
**SUMMARY OF STREET TREES AND ON-SITE TREES**

Tree Species		Tree Quantity		
Common Name	Scientific Name	Total	Street Trees	Adjacent Trees
Strawberry madrone	<i>Arbutus unedo</i>	2	-	2
Chinese fringe tree	<i>Chionanthus retusus</i>	5	5	-
camphor tree	<i>Cinnamomum camphora</i>	1	-	1
carrotwood	<i>Cupaniopsis anacardioides</i>	3	3	-
coral tree	<i>Erythrina</i> sp.	1	-	1
Indian laurel fig	<i>Ficus microcarpa</i>	47	47	-
pink trumpet tree	<i>Handroanthus heptaphyllus</i>	2	2	-
cajeput tree	<i>Melaleuca quinquenervia</i>	3	-	3
Canary Island pine	<i>Pinus canariensis</i>	2	-	2
plane tree	<i>Platanus</i> sp.	2	2	-
London plane tree	<i>Platanus x hispanica</i>	3	3	-
Callery pear	<i>Pyrus calleryana</i>	2	1	1
queen palm	<i>Syagrus romanzoffiana</i>	7	-	7
Mexican fan palm	<i>Washingtonia robusta</i>	1	-	1
<b>Total</b>		<b>81</b>	<b>63</b>	<b>18</b>

**DISCUSSION**

Trees along the street in the North and South Areas are generally mature individuals planted within concrete cutouts within the sidewalk. Additional documented trees are located in concrete planters set back from the sidewalk and were recorded due to their canopies extending into the survey area. Generally, trees planted within these areas have a shorter lifespan than those grown in a more natural environment due to the limited potential for root growth and ongoing pruning for vehicles, buildings, and pedestrian clearance. Indian laurel figs, in particular, are known for their aggressive roots and many of those documented are actively lifting and cracking the surrounding hardscape.

The majority of the trees are in good to fair health with minor signs of stress or decay, such as cavities, wounding on the trunk or branches, deadwood, canopy dieback, weeping sap, or general lack of vigor. However, many of the trees have a fair or poor aesthetic rating, mainly attributed to the limited growing space provided within the hardscape these trees are planted in, and to ongoing graffiti (cuts, scrapes, markings, and/or foreign objects) on the trunk and lower branches.

Exceptions to the general health and aesthetic ratings include Tree Numbers 10, 31, 51, 52, and 77. These trees have poor health due to canopy dieback, wounding on the trunks and/or lower branches, and graffiti. Additionally, Tree Number 29 has a cracked and wounded trunk, and its aesthetics are rated as very poor. All these trees are expected to continue to decline in health and aesthetics without additional care and/or maintenance.

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**RECOMMENDATIONS**

Trees planted within the Project site occur in concrete cut-outs or planter areas which limit root growth potential and are therefore poor candidates for relocation. Preservation may be accomplished by expanding the planting areas within the hardscape and continuing to provide ongoing care in the form of pruning, irrigation, mulch, and general maintenance to determine the effects of these changes. The following measures are recommended for tree protection and maintenance during construction and new tree establishment:

**Tree Protection and Maintenance**

- Tree impacts (pruning, removal, dripline encroachment, etc.) should be identified as early in the design process as possible to allow for design updates, if necessary.
- Protective fencing should be placed at the dripline of the trees to be preserved within or adjacent to the construction area to minimize their disturbance during construction or grading activities.
- Any approved development, including grading or excavation, that encroaches within the dripline of trees to be preserved should be reviewed prior to implementation by a Certified Arborist.
- Place a four to six-inch layer of chip mulch over the soil surface within the dripline of trees to be protected to reduce compaction, improve aeration, enhance moisture retention, and reduce temperature extremes.
- Provide ongoing watering of trees to be protected during construction, either through hand watering or irrigation systems.
- Avoid heavy equipment, materials placement, spoils piles, or foot traffic within the tree dripline to prevent soil compaction.
- Avoid pruning or fertilizing trees until construction is completed as this may negatively impact a trees’ growth and health.
- Any tree(s) with impacts due to Project related activities should be evaluated on a case-by-case basis by a Certified Arborist. Further recommendations may be provided at that time.

**Tree Establishment**

- A Certified Arborist should be responsible for monitoring the health and establishment of replacement trees that are required as part of the Project.
- The largest possible planting basin that the Project site can accommodate should be provided for new trees. Larger planting basins are correlated with longer-lived trees, greater tree stability, and less sidewalk damage.
- Once the new planting basins are constructed, soil samples should be collected from all planting locations and sent to a qualified soil laboratory for analysis. From each sampling location, one sample should be collected that represents the top 12 inches of the soil, along with a second sample that represents the soil from 12 to 24 inches deep. Any recommended soil amendments or treatments from the laboratory report should be implemented.
- Newly planted trees should be allowed to develop as long as possible without pruning any of the branches (at least two years). Young trees need the energy provided by the leaves to help establish a healthy root system for successful establishment.

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- Once planted, a one- to two-inch layer of mulch should be placed within the planting basin of each new tree. Mulch should not be allowed to be placed in contact with the trunk of the tree as this can lead to rot.

Psomas appreciates the opportunity to assist with this Project. If you have any questions, please contact Trevor Bristle at 626.204.6538 or [Trevor.Bristle@Psomas.com](mailto:Trevor.Bristle@Psomas.com).

Sincerely,

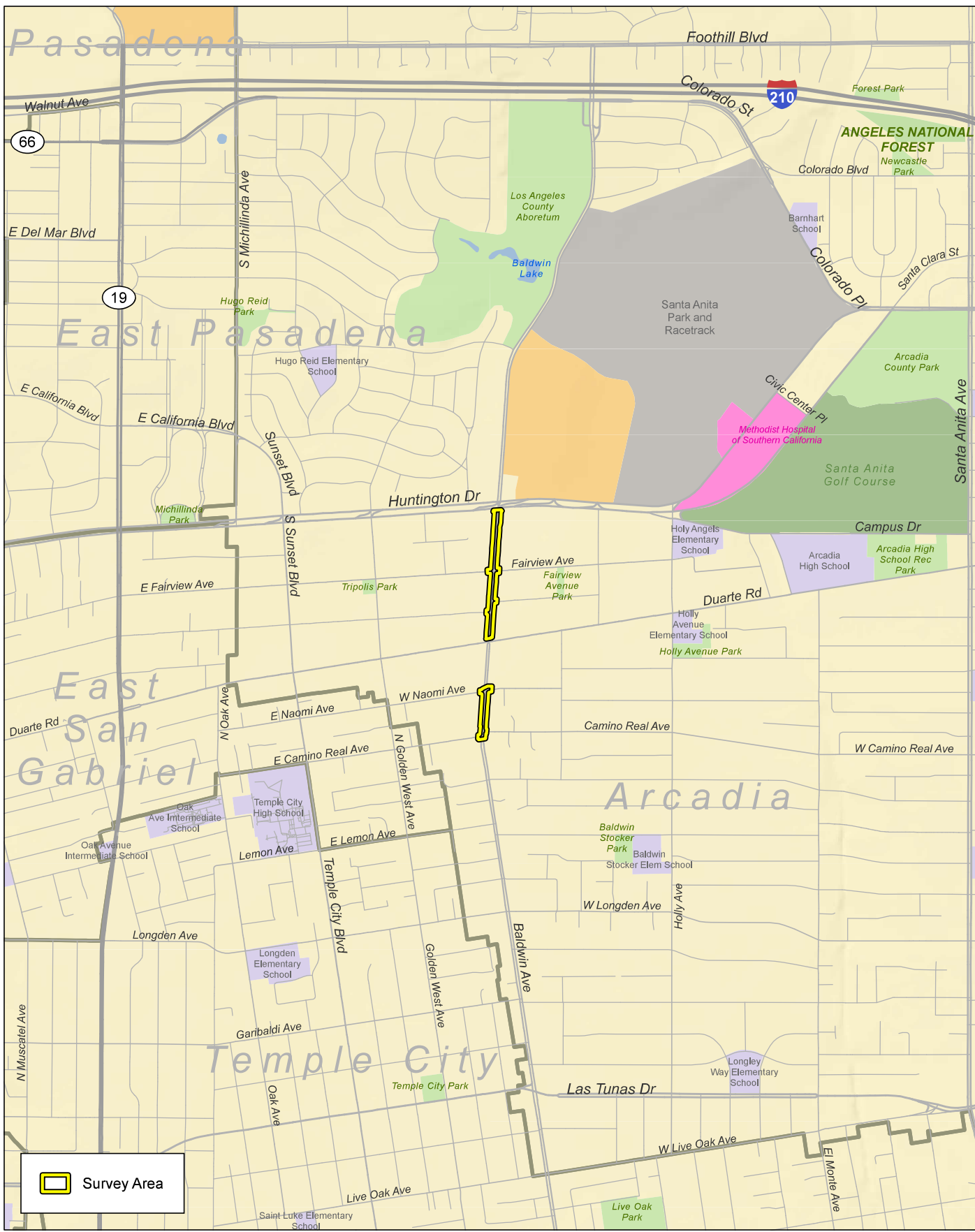
**P S O M A S**

  
Jillian K. Neary  
Project Manager

  
Trevor Bristle  
Certified Arborist WE-10233A

Attachments: Exhibits 1a and 1b  
Attachment A

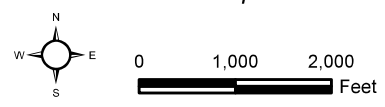
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**Local Vicinity**

*Baldwin Avenue Improvement Project*



**Exhibit 1**





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- Survey Area
- Tree Locations**
- ▲ Chinese fringe tree (*Chionanthus retusus*)
- Indian Laurel fig (*Ficus microcarpa*)
- plane tree (*Platanus sp.*)
- London plane tree (*Platanus x hispanica*)
- Callery pear (*Pyrus calleryana*)
- ▲ queen palm (*Syagrus romanzoffiana*)

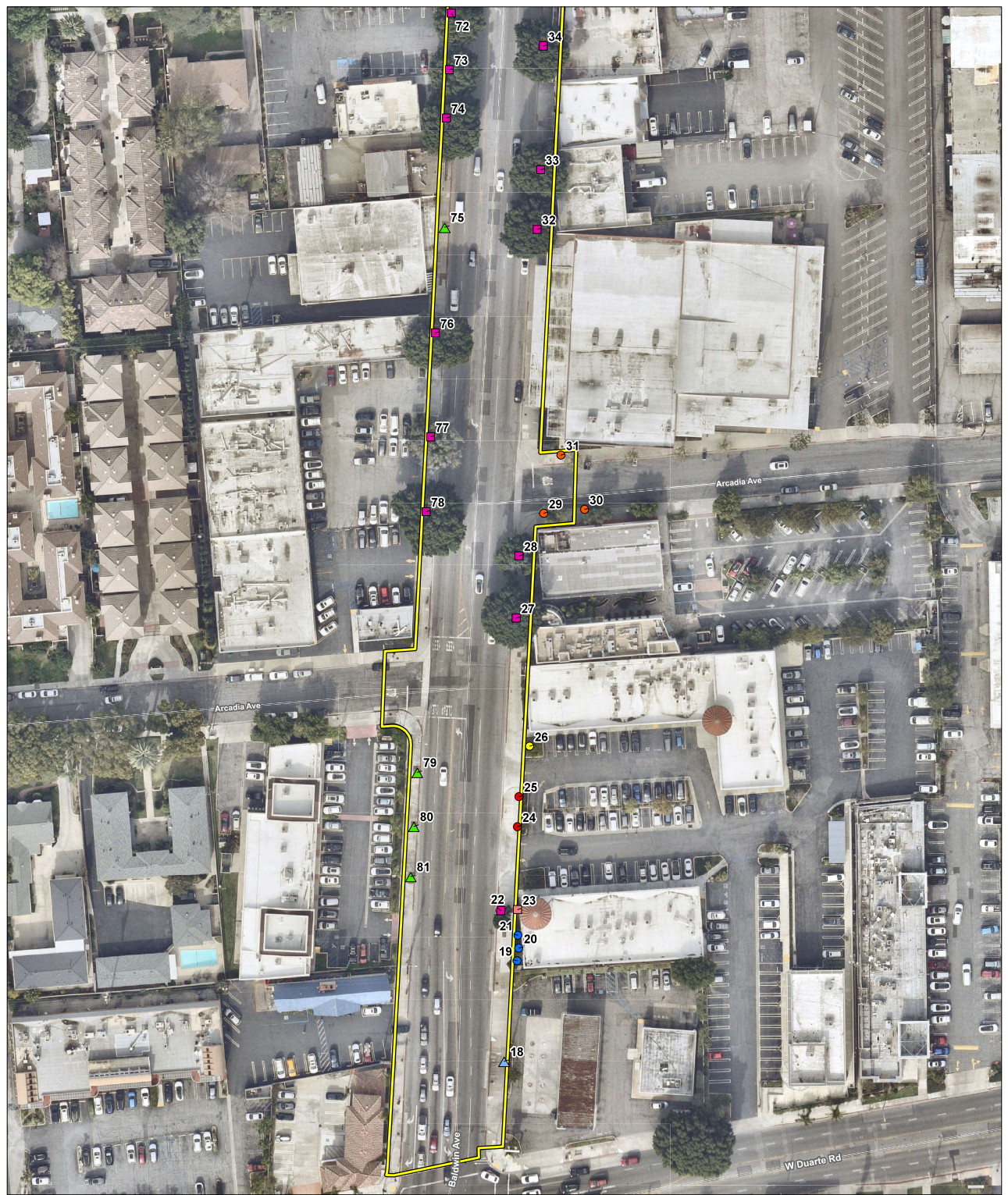
Aerial Source: Nearmap 2023



**Tree Locations**  
Baldwin Avenue Improvement Project



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- Survey Area**
- Survey Area
- Tree Locations**
- |                                                                                         |                                                                                      |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <span style="color: green;">▲</span> strawberry madrone ( <i>Arbutus unedo</i> )        | <span style="color: red;">■</span> coral tree ( <i>Erythrina</i> sp.)                |
| <span style="color: green;">▲</span> Chinese fringe tree ( <i>Chionanthus retusus</i> ) | <span style="color: magenta;">■</span> Indian Laurel fig ( <i>Ficus microcarpa</i> ) |
| <span style="color: yellow;">●</span> camphor tree ( <i>Cinnamomum camphora</i> )       | <span style="color: blue;">●</span> cajeput tree ( <i>Melaleuca quinquenervia</i> )  |
| <span style="color: orange;">●</span> carrotwood ( <i>Cupaniopsis anacardioides</i> )   | <span style="color: blue;">▲</span> Mexican fan palm ( <i>Washingtonia robusta</i> ) |



Aerial Source: Nearmap 2023

**Tree Locations**  
Baldwin Avenue Improvement Project



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- Survey Area
- Tree Locations**
- Indian Laurel fig (*Ficus microcarpa*)
- pink trumpet tree (*Handroanthus heptaphyllus*)
- ▲ Canary Island pine (*Pinus canariensis*)
- London plane tree (*Platanus x hispanica*)
- Callery pear (*Pyrus calleryana*)

Aerial Source: Nearmap 2023



**Tree Locations**  
Baldwin Avenue Improvement Project



**ATTACHMENT A**  
**TREE DATA SUMMARY**

## TREE DATA SUMMARY

Tree ID #	Common Name	Species	Location	# of Trunks	1st Trunk DBH (in)	2nd Trunk DBH (in)	Height (ft)	Canopy Diameter (ft)	Health	Aesthetics	Notes
1	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	27.7	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
2	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	23.8	-	40	35	4	3	Graffiti. Outgrowing root space. Hardscape damage
3	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.3	-	40	35	4	3	Graffiti. Outgrowing root space. Hardscape damage
4	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.1	-	40	35	4	3	Graffiti. Outgrowing root space. Hardscape damage
5	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.1	-	40	35	4	3	Graffiti. Outgrowing root space. Hardscape damage
6	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	26.0	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
7	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	31.0	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
8	pink trumpet tree	<i>Handroanthus heptaphyllus</i>	street tree	1	9.9	-	18	22	3	3	Graffiti. Poor branch structure.
9	pink trumpet tree	<i>Handroanthus heptaphyllus</i>	street tree	1	8.1	-	22	20	3	3	Exfoliating bark at base. Lean. Impact damage.
10	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	27.4	-	45	45	2	2	Graffiti. Sparse canopy. Outgrowing root space. Hardscape damage
11	London plane tree	<i>Platanus x hispanica</i>	street tree	1	3.2	-	14	8	4	4	Old posts
12	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	28.6	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
13	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	27.5	-	45	45	3	2	Graffiti. Impact damage lower trunk. Outgrowing root space. Hardscape damage
14	London plane tree	<i>Platanus x hispanica</i>	street tree	1	3.5	-	18	10	4	4	
15	Callery pear	<i>Pyrus calleryana</i>	street tree	1	10.3	-	20	16	4	4	Seasonal foliage. Hardscape damage.
16	Canary Island pine	<i>Pinus canariensis</i>	on-site	1	22.0	-	55	25	4	3	In planter area in sidewalk next to restaurant entrance.
17	Canary Island pine	<i>Pinus canariensis</i>	on-site	1	20.0	-	55	20	4	4	In planter area in sidewalk next to restaurant entrance.
18	Mexican fan palm	<i>Washingtonia robusta</i>	on-site	1	22.0	-	50	10	4	4	In planter adjacent to sidewalk
19	cajeput tree	<i>Melaleuca quinquenervia</i>	on-site	2	13.0	12.0	25	10	4	3	In planter adjacent to sidewalk
20	cajeput tree	<i>Melaleuca quinquenervia</i>	on-site	1	10.0	-	25	8	4	4	In planter adjacent to sidewalk
21	cajeput tree	<i>Melaleuca quinquenervia</i>	on-site	1	8.0	-	20	4	4	4	In planter adjacent to sidewalk
22	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	9.7	-	20	15	4	4	Unbalanced canopy. Staining from irrigation on lower trunk.
23	coral tree	<i>Erythrina sp.</i>	on-site	2	3.5	1.5	9	8	4	4	In planter adjacent to sidewalk. Seasonal foliage.
24	strawberry madrone	<i>Arbutus unedo</i>	on-site	1	2.0	-	10	6	4	4	In planter adjacent to sidewalk. Seasonal foliage.
25	strawberry madrone	<i>Arbutus unedo</i>	on-site	1	1.0	-	8	4	4	4	In planter adjacent to sidewalk.
26	camphor tree	<i>Cinnamomum camphora</i>	on-site	1	5.5	-	15	12	4	4	In planter adjacent to sidewalk.
27	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	26.8	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
28	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.4	-	40	30	4	3	Canopy dieback. Graffiti. Outgrowing root space. Hardscape damage
29	carrotwood	<i>Cupaniopsis anacardioides</i>	street tree	1	13.4	-	25	20	2	1	Dieback. Cracked and wounded trunk. Outgrowing area. Hardscape damage
30	carrotwood	<i>Cupaniopsis anacardioides</i>	street tree	1	11.3	-	25	20	3	2	Graffiti. Outgrowing root space. Hardscape damage
31	carrotwood	<i>Cupaniopsis anacardioides</i>	street tree	1	14.4	-	20	15	2	2	Dieback. Cracked and wounded trunk. Outgrowing area. Hardscape damage
32	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	25.4	-	45	45	4	3	Large wound on lower branch. Graffiti. Outgrowing root space. Hardscape damage
33	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	27.2	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
34	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	27.4	-	45	40	4	3	Poor branch structure. Graffiti. Outgrowing root space. Hardscape damage
35	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.8	-	40	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
36	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	19.8	-	40	40	3	2	Canopy dieback. Graffiti. Outgrowing root space. Hardscape damage
37	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.0	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
38	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.9	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage

## TREE DATA SUMMARY

Tree ID #	Common Name	Species	Location	# of Trunks	1st Trunk DBH (in)	2nd Trunk DBH (in)	Height (ft)	Canopy Diameter (ft)	Health	Aesthetics	Notes
39	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	10.0	-	25	8	4	4	In planter adjacent to sidewalk
40	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	10.0	-	30	10	4	4	In planter adjacent to sidewalk
41	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	13.0	-	30	12	4	4	In planter adjacent to sidewalk
42	London plane tree	<i>Platanus x hispanica</i>	street tree	1	4.6	-	20	8	4	4	Old posts. Touching adjacent roof.
43	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.7	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
44	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	18.8	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
45	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.2	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
46	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.1	-	45	40	4	3	Embedded steel post. Graffiti. Outgrowing root space. Hardscape damage
47	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	11.5	-	25	10	4	4	In planter adjacent to sidewalk
48	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	9.5	-	30	10	4	4	In planter adjacent to sidewalk
49	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	13.0	-	30	12	4	3	In planter adjacent to sidewalk. Puncture wounds on trunk
50	queen palm	<i>Syagrus romanzoffiana</i>	on-site	1	7.0	-	20	10	4	3	In planter adjacent to sidewalk. Puncture wounds on trunk
51	plane tree	<i>Platanus sp.</i>	street tree	1	1.0	-	10	2	2	2	No foliage. May be dead but still flexible. Support post present.
52	plane tree	<i>Platanus sp.</i>	street tree	1	1.0	-	10	3	2	2	No foliage. May be dead but still flexible. Support post present.
53	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.8	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
54	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	28.4	-	45	50	4	3	Graffiti. Outgrowing root space. Hardscape damage
55	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	24.8	-	45	50	4	3	Graffiti. Outgrowing root space. Hardscape damage
56	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	17.0	-	35	30	3	2	Cavity. Sparse canopy. Graffiti. Outgrowing root space. Hardscape damage
57	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.6	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
58	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.8	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
59	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.6	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
60	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.4	-	40	35	3	2	Sparse canopy. Graffiti. Outgrowing root space. Hardscape damage
61	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	19.9	-	40	35	3	2	Sparse canopy. Poor branch structure. Graffiti. Outgrowing root space. Hardscape damage
62	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	19.8	-	45	40	4	3	Sparse canopy. Poor branch structure. Graffiti. Outgrowing root space. Hardscape damage
63	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	25.4	-	45	45	4	3	Sparse canopy. Poor branch structure. Graffiti. Outgrowing root space. Hardscape damage
64	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	24.3	-	45	45	4	3	Wound at base of trunk. Graffiti. Outgrowing root space. Hardscape damage
65	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	21.7	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
66	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	24.5	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
67	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	14.8	-	35	35	4	3	Graffiti. Outgrowing root space. Hardscape damage
68	Chinese fringe tree	<i>Chionanthus retusus</i>	street tree	1	2.5	-	10	8	4	4	No foliage. Opposite buds. Distinctive trunk.
69	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	19.1	-	45	30	3	2	Unbalanced canopy from building clearance pruning. Graffiti. Outgrowing root space. Hardscape damage
70	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	19.1	-	45	35	3	2	Weeping on upper trunk from vertical cracks. Unbalanced canopy from building clearance pruning. Graffiti. Outgrowing root space. Hardscape damage
71	Callery pear	<i>Pyrus calleryana</i>	on-site	1	11.7	-	15	12	4	4	Pollarded. In planter adjacent to sidewalk.
72	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	25.0	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
73	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	22.8	-	45	40	4	3	Graffiti. Outgrowing root space. Hardscape damage
74	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	26.2	-	45	45	4	3	Graffiti. Outgrowing root space. Hardscape damage
75	Chinese fringe tree	<i>Chionanthus retusus</i>	street tree	1	1.5	-	9	3	4	4	No foliage. Opposite buds. Distinctive trunk.

TREE DATA SUMMARY

Tree ID #	Common Name	Species	Location	# of Trunks	1st Trunk DBH (in)	2nd Trunk DBH (in)	Height (ft)	Canopy Diameter (ft)	Health	Aesthetics	Notes
76	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	30.4	-	45	45	4	3	Wound on trunk where large branch was. Graffiti. Outgrowing root space. Hardscape damage
77	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	27.4	-	45	40	2	2	Sparse canopy. Dieback. Graffiti. Outgrowing root space. Hardscape damage
78	Indian Laurel fig	<i>Ficus microcarpa</i>	street tree	1	30.9	-	45	50	4	3	Graffiti. Outgrowing root space. Hardscape damage
79	Chinese fringe tree	<i>Chionanthus retusus</i>	street tree	1	2.3	-	9	6	3	2	Old posts
80	Chinese fringe tree	<i>Chionanthus retusus</i>	street tree	1	2.5	-	9	7	3	2	
81	Chinese fringe tree	<i>Chionanthus retusus</i>	street tree	1	4.5	-	10	10	3	2	

DBH: Diameter at Breast Height (4.5 feet from median grade); Aesthetics/Health Rating: 1=Very Poor, 2=Poor, 3=Fair, 4=Good, and 5=Excellent



# STAFF REPORT

Library and Museum Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Darlene Bradley, Director Library & Museum Services

**SUBJECT:** GIFT OF \$12,000 FROM THE FRIENDS OF THE MUSEUM TO THE GILB MUSEUM FOR PROGRAMMING, MARKETING, AND ARCHIVAL SUPPLIES

**CEQA: Not a Project**

**Recommendation: Accept**

## SUMMARY

The Friends of the Museum are offering a gift of \$12,000 to the Gilb Museum to provide programming, promotional materials, community history kits, support for preservation workshops, and archival supplies specifically for the Floretta K. Lauber collection for the Museum. This generous donation will help further the educational programming, artifact, and collection preservation program, and help publicize the Museum at community events. It is recommended that the City Council accept this gift.

## DISCUSSION

The Friends of the Museum, as part of its ongoing mission to support the Museum's goals and objectives, are donating \$12,000 to the Gilb Museum of Arcadia Heritage. The Friends of the Museum board members raise this money through memberships, fundraising through the Ralphs Give Back program, as well as donations. Through carefully curated collections, exhibits, and public educational programs, the Museum shares the City's diverse history, past and present. Through the Gilb Museum of Arcadia Heritage, the community is invited to discover, create dialog, provide a place for reflection, and foster a connected and shared identity for learning and discussion.

The funds donated by the Friends of the Museum help the Gilb Museum of Arcadia Heritage purchase some much-needed programming, marketing, and archival supplies to help further its mission beyond the current capacity of the City's General Fund. Without the ongoing support of the Friends of the Museum, the array of services, programs, collection care, and preservation would be diminished in quality and quantity now and for future generations. All gifts to the City over \$10,000 are subject to approval by the City

Gift of \$12,000 from the Friends of the Museum

May 21, 2024

Page 2 of 2

Council pursuant to Arcadia City Charter Section 1218 and City Council Resolution No. 7514.

**FISCAL IMPACT**

Receipt of this \$12,000 gift will provide adequate funding to continue the important community education and preservation of collections, ensuring use of proper archival storage to maintain and preserve the collections for present and future exhibits, displays, and more.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and accept a gift of \$12,000 from the Friends of the Museum to the Gilb Museum for programming, marketing, and archival supplies.

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager



# STAFF REPORT

Library and Museum Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Darlene Bradley, Director of Library and Museum Services  
By: Samantha Alba, Library Services Manager

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH BAKER & TAYLOR FOR PRIMARY LIBRARY MATERIALS SERVICES IN AN AMOUNT NOT TO EXCEED \$229,000  
**CEQA:** Not a Project  
**Recommendation:** Approve

## **SUMMARY**

It is recommended that the City Council approve, authorize, and direct the City Manager to enter into a Professional Services Agreement with Baker & Taylor for Primary Library Materials Services, with the option to renew for a maximum of five (5) additional one (1) year terms, in an amount not to exceed \$229,000 per year. The City Manager is authorized to execute subsequent renewals within the authority granted under Ordinance No. 2379. Sufficient funds are available in the Library's Fiscal Year 2024-25 Operating Budget to support this service.

## **BACKGROUND**

The Arcadia Public Library utilizes a Primary Materials vendor to facilitate and expedite the acquisition of library materials, such as printed books and physical media. Additionally, this approach allows the Library to maximize publisher discounts. Purchasing most materials through a primary vendor simplifies the selection, ordering, and shipping process, and offers the Arcadia Public Library access to higher volume pricing discounts from publishers.

## **DISCUSSION**

A Notice Inviting Proposals was published on March 26, 2024, in accordance with Resolution No. 7483. Two sealed proposals were received from qualified firms. The proposals were evaluated according to thoroughness and understanding of the scope of work, related experience, references, quality of the proposal, and costs. A summary of the results is listed below:

<b>Rank</b>	<b>Company Name</b>	<b>Score</b>
1	Baker & Taylor	97
2	Ingram	95

After careful review and consideration of both proposals, it was determined that Baker & Taylor’s experience, qualifications, and understanding of the Library’s needs made them the most qualified to provide the requested service. Baker & Taylor has a combined inventory of over 4.5 million items and a product database of over 9 million items. They are a supplier of materials for Library patrons of all ages, which includes adults, children, and teens. The references Baker & Taylor provided are from libraries that also use the same Integrated Library System (“ILS”) as the Arcadia Public Library.

Additionally, Baker & Taylor’s proposal offers a discount of up to 46.2% off the list price depending on the product category. They can provide electronic records, which can be uploaded into the existing Integrated Library System (“ILS”), and they maintain an online portal which simplifies selection, ordering, payments, and delivery. Based on these results and the City’s satisfaction with its prior service with this vendor, it was determined that Baker & Taylor offers the best service to meet the needs of the Arcadia Public Library.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Sufficient funds for the proposed purchases have been budgeted in the Library’s Fiscal Year 2024-25 Operating Budget. Funding for future years will be requested annually through the Library’s operating budget.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Baker & Taylor for Primary Library Materials Services in an amount not to exceed \$229,000, with the option to extend for five (5) additional one (1) year terms; and authorize the City Manager to execute annual extensions under the authority granted through Ordinance No. 2379, without having to return to the City Council for further approvals.

Professional Services Agreement with Baker & Taylor for  
Primary Library Materials Services  
May 21, 2024  
Page 3 of 3

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT REGARDING  
PRIMARY LIBRARY MATERIALS VENDOR**

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 BAKER & TAYLOR, LLC, a Delaware Limited Liability Company with its principal place of business at 2550 W. Tyvola Road, Suite 300, Charlotte, NC 28217 (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:

PRIMARY LIBRARY MATERIALS VENDOR (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 \$ 229,000 TWO HUNDRED TWENTY-NINE THOUSAND DOLLARS. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from **July 1, 2024, to June 30, 2025**, with the option to renew on a year-by-year basis for a maximum of five (5) additional one (1) year terms unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(9) Independent Consultants Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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.

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 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.

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 \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

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

20. 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 of Library & Museum Services

CONSULTANT:

Baker & Taylor, LLC

2810 Coliseum Centre Drive, Suite 300

Charlotte, NC 28217

Jennifer Rhyne, Director, Pricing Services

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Time of Essence

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

28. 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.

29. 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 BAKER & TAYLOR**

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

CITY OF ARCADIA

BAKER & TAYLOR

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. Maurer  
City Attorney

Its: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

## EXHIBIT "A"

### Scope of Services

The consultant must provide the following services, but not be limited to:

1. Vendor shall supply all formats of print and media materials including but not limited to books for adults, teens, children in all binding formats, best-selling titles, fiction, and nonfiction titles covering all subjects and genres, DVDs, Blu-rays, audio book on CD, Playaway's, and Playaway Views, music CDs, adult and juvenile reference materials, adult and juvenile international language materials, and graphic novels.
2. All ordering must be done through an electronic, online system. Online, real time order status/tracking is required. Ordering systems must provide duplicate checking, merging, and transferring of carts between users, and batch ordering ISBNs.
3. Vendors must have a successful track record with a Koha open-source Integrated Library System (ILS).
4. Vendors shall provide MARC records for download in the Library's ILS.
5. Quick order-to-delivery is highly desired.
6. Vendor shall provide a minimum of six (6) user accounts.
7. Must be able to provide onsite demonstration of product and staff training.
8. The City of Arcadia requires that all prices include shipping and delivery.
9. Two copies of the detailed invoice shall be submitted before payment(s) can be made.
10. The City of Arcadia reserves the option to pay invoices on a monthly statement.
11. The City of Arcadia requires excellent customer service, including but not limited to, a written (email or fax) response to all inquiries within one (1) business day.

## EXHIBIT "B"

### Schedule of Charges

The consultant shall be compensated up to an amount not to exceed \$229,000 per year based on itemized cost of materials provided.



# STAFF REPORT

Public Works Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: John Corona, Utilities Superintendent

**SUBJECT:** EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC. FOR LABORATORY TESTING SERVICES OF CITY WATER SAMPLES IN AN AMOUNT NOT TO EXCEED \$113,427  
**CEQA: Not a project**  
**Recommendation: Approve**

## **SUMMARY**

On April 19, 2022, the City Council awarded a Professional Services Agreement with Eurofins Eaton Analytical, LLC. in the amount of \$109,910 to perform laboratory testing services of City water samples. On May 1, 2023, Eurofins Eaton Analytical, LLC (“Eurofins”) agreed to extend their Professional Service Agreement for an additional year with no cost increase. Eurofins is reaching the end of the first contract extension term and has submitted a written offer to extend their contract for an additional year. The offer reflects a 3.2%, or \$3,517, cost of living adjustment. This will be Eurofins second contract extension. All other terms and conditions will remain in effect.

Based on the excellent level of service provided by Eurofins, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year extension to the Professional Services Agreement with Eurofins Eaton Analytical, LLC., for Laboratory Testing Services of City Water Samples in the amount of \$113,427.

## **BACKGROUND**

The Public Works Services Department (“PWSD”) operates the City’s water distribution system and provides water service to more than 56,000 residents through approximately 14,000 connections. The State of California Domestic Water Quality and Monitoring Regulations require that water samples be collected and tested weekly, monthly, quarterly, and annually by a California Department of Public Health (“CDPH”) certified laboratory (Chapter 15, Title 22, California Code of Regulations). Water quality testing includes bacteriological, volatile organic compounds, nitrate, and Perfluorooctane Sulfonic Acid (“PFAS”) sampling.

## **DISCUSSION**

On April 19, 2022, the City Council awarded a Professional Services Agreement with Eurofins in the amount of \$109,910 to perform laboratory testing services of water samples, with the option of three one-year extensions. On May 1, 2023, Eurofins agreed to extend their Professional Service Agreement for an additional year with no cost increase. Eurofins is reaching the end of the first contract extension term and has submitted a written offer to extend their contract for an additional year. The extension offer reflects a 3.2%, or \$3,517, cost of living adjustment, bringing the total extension amount to \$113,427. The requested price increase is in line with Consumer Price Index (“CPI”) increase of 3.2% as of February 2024. With consideration of the proposed increase, Eurofins remains one of the lowest cost providers of laboratory testing in the area. Since they did not increase prices for the first extension of the contract, the 3.2% increase based on CPI is reasonable.

Laboratory testing of City water samples includes furnishing all labor, services, equipment, supplies, and all other items and facilities necessary to appropriately analyze water samples as required by the CDPH. Eurofins Eaton Analytical, LLC. is well qualified to provide laboratory testing services for City water samples and has provided excellent service for several years. Therefore, it is recommended that the City Council authorize this extension to the Professional Services Agreement with Eurofins.

## **ENVIRONMENTAL ANALYSIS**

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

## **FISCAL IMPACT**

Sufficient funds have been budgeted in the Fiscal Year 2024-25 Water Operation and Maintenance Budget.

## **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to extend the Professional Services Agreement with Eurofins Eaton Analytical, LLC. for laboratory testing services of City water samples in an amount not to exceed \$113,427.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Amendment No. 2 to Professional Services Agreement



CITY OF  
**ARCADIA**

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
REGARDING LABORATORY ANALYSES FOR WATER TESTING OF WATER  
SAMPLES.**

This Amendment No. 2 (“Amendment No. 2”) is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Arcadia, a municipal corporation of the State of California, and **Eurofins Eaton Analytical, LLC.**, a California Corporation, with respect to that certain Professional Services Agreement between the parties dated June 29, 2022 (“Agreement”), and further amended by Amendment No. 1 dated May 3, 2023.

The Parties agree as follows:

1. Pursuant to Section 5 of the Agreement “Term”, the Term is hereby amended by extending the term from June 29, 2024 through and including June 29, 2025, as set forth in the attached Exhibit “C”.
2. Pursuant to Section 2(b) of the Agreement “Compensation”, the Compensation is hereby amended to provide that the total compensation due and payable to the Contractor for the Extended Term shall not exceed One Hundred Thirteen Thousand, Four Hundred Twenty-Seven Dollars and No Cents (\$113,427.00). The Contractor shall perform work during the Extended Period in accordance with the pricing schedule 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

Eurofins Eaton Analytical, LLC.

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

CONCUR:

\_\_\_\_\_  
Michael J. Maurer  
City Attorney

\_\_\_\_\_  
Paul Cranmer  
Public Works Services Director

Exhibit "B"

Schedule of Charges/Payments

For the term of this Agreement, the Compensation shall not to exceed the total amount listed below:

Laboratory Analyses for Water Testing of Water Samples	-	\$113,427.00
Total Compensation	-	\$113,427.00

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the Agreement.

## Exhibit "C"

### Activity Schedule

All work shall be completed in accordance with the following schedule:

The Term of this Agreement shall be for one year from June 29, 2024 through and including June 29, 2025.



# STAFF REPORT

Police Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE OF MOBILE RADIOS AND RELATED EQUIPMENT FROM DAY WIRELESS SYSTEMS IN AN AMOUNT NOT TO EXCEED \$117,000  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

It is recommended that the City Council authorize the purchase of mobile radios and related equipment from Day Wireless Systems in an amount not to exceed \$117,000, utilizing the Los Angeles County Master Purchase and Service Agreement. Funds for this purchase have been budgeted in the Fiscal Year 2023-24 Equipment Replacement Fund.

## **BACKGROUND**

Handheld, vehicle, and dispatch radios are the Police Department's primary means of communication, including responses to 9-1-1 calls, emergency responses, investigations, and traffic enforcement. As part of the annual Equipment Replacement Fund budget, the Department plans for the replacement of radios and related equipment. Radios are replaced for various reasons such as reaching maximum life expectancy, repeated malfunctions, and becoming outdated and/or obsolete. The Department will purchase the latest radio technology, Motorola Model APX 8000, which is Project 25 ("P25") compliant. P25 is a set of standards for federal, state, and local public safety agencies to provide interoperable emergency communication within a jurisdiction as well as between agencies and mutual aid response teams.

## **DISCUSSION**

This year the following items are scheduled to be replaced:

### **Radios**

- Five - APX8000 All Band Portable Radios: Replacing aging and malfunctioning mobile radios in patrol vehicles.

- Five - APX8500 All Band Mobile Radios with E5 Remote and Control Head: Install in new patrol vehicles and replace radios in the mobile command post.

#### Radio Related Equipment

- Seven – Spare E5 Control Heads
- Two – Spare O3 Control Heads
- Three – Speakers
- Four – Accessory Connectors for Mobile
- Three – Vehicle Charges, Single Unit, Hard Wired
- Two – Grey Mobile Mics
- Three – All band Mobile Antennas
- Two – Desktop Single Chargers

Motorola radio equipment is currently being utilized for both handheld and vehicle radios and has been the preferred vendor because of compatibility with existing Motorola equipment, such as radio identifiers, battery chargers, batteries, microphones, handsets, and peripherals. The Department will continue using Motorola for its handheld radios and all-band radios utilized in marked (black and white) vehicles.

The City's purchasing rules allow the Department to use other agencies' contracts to facilitate purchases, also known as piggyback contracts. Oftentimes, the volume of these contracts alone results in cost savings to the City. For this purchase, the Department will piggyback on the Los Angeles County Master Purchase and Service Agreement with Motorola Solutions for Regional Communications Systems. By purchasing the equipment under this contract, the Department will ensure compatibility with existing radio infrastructure, achieve P25 compliance, and realize significant savings of approximately \$39,840. In addition, Day Wireless Systems is the only authorized dealer the Department can use and the only dealer that can deliver at the Los Angeles County's piggyback rate, for the purchase of Motorola's public safety radios.

It is recommended that the City Council authorize the purchase of the required equipment from Day Wireless utilizing the Los Angeles County Master Purchase and Service Agreement with Motorola Solutions.

#### **ENVIRONMENTAL ANALYSIS**

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

#### **FISCAL IMPACT**

The radios and related equipment to be purchased through Day Wireless will not exceed \$117,000. Sufficient funds have been allocated in the Fiscal Year 2023-24 Equipment Replacement Fund budget for this purchase.

**RECOMMENDATION**

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and approve the purchase of mobile radios and related equipment from Day Wireless Systems in an amount not to exceed \$117,000.

Approved:



Dominic Lazzaretto  
City Manager



# STAFF REPORT

Administrative Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Henry Chen, Interim Administrative Services Director  
By: Doris Chin, Accountant

**SUBJECT:** CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COLLECTION SERVICES IN THE AMOUNT OF \$56,000

**CEQA: Not a Project**

**Recommendation: Approve**

## **SUMMARY**

On June 5, 2018, the City Council approved a purchase order with Wittman Enterprises, LLC (“Wittman”), for billing and collection services for the City of Arcadia’s emergency medical transport services, in an amount not to exceed \$83,400 (\$66,000 collection fee plus \$17,400 for electronic Patient Care Report (“ePCR”) license) annually, based on estimated annual collections of \$1.55 million. The agreement between Arcadia and Whittman calls for Whittman to receive a 4.5% fee on the amounts they collect. Due to higher transport volumes, the collections in the current fiscal year have increased to an estimated \$2.8 million. The original Purchase Order amount is not sufficient to cover the extra fee on their increased collections. As a result, an increase in the Purchase Order to cover the increased collection fees is requested.

It is recommended the City Council approve a \$56,000 increase to the Purchase Order with Wittman for the ambulance billing and collection services for the remainder of Fiscal Year 2023-24.

## **DISCUSSION**

Annually, the Arcadia Fire Department receives over 6,000 incident calls, with 70% of calls requiring rescue and emergency medical service. Ambulance charges, also called Emergency Medical Services (“EMS”) fees, are the single largest revenue source for the Fire Department. The revenues collected for these purposes depend primarily on the quantity of transported patients by the Fire Department and the type of emergency medical services rendered to each patient. The Fire Department only bills for EMS calls that involve medical transport.

The original Purchase Order amount of \$83,400 in FY 2018-19 was determined by prior years' total call volume, billable EMS transports, and projected revenue of \$1.55 million. The collection fees remitted to Wittman are a flat rate of 4.25% of net collections, which equates to \$66,000 in fees. The City also reimburses Wittman for their continued payment of the City's annual ePCR licensing and storage fees to Digital EMS Solutions. At the time of contract award, the total ePCR fees totaled \$17,200 annually.

Due to an increase in overall transport volume as well as the addition of a basic life support ambulance program, the collection fees the City is required to pay to Wittman have increased beyond the original amount the contract was approved for. For FY 2023-24, projected revenue should total \$2.8 million with an estimated 3,200 billable EMS transports. Under these projections, the 4.25% collection fee to Wittman will also increase to \$119,000. The current annual ePCR licensing and storage fee is \$20,400. The table below summarizes the increase in fees from FY 2018-19 compared to FY 2023-24:

	<b>FY 2018-19</b>	<b>FY 2023-24</b>	<b>Increase</b>
<b>Ambulance Collections</b>	\$ 1,550,000	\$ 2,800,000	\$ 1,250,000
<b>Collection Fee @ 4.25%</b>	\$ 66,000	\$ 119,000	\$ 53,000
<b>ePCR License Fee</b>	\$ 17,400	\$ 20,400	\$ 3,000
<b>Total Fees:</b>	<b>\$ 83,400</b>	<b>\$ 139,400</b>	<b>\$ 56,000</b>

The original purchase order amount is not sufficient to cover the collection fee to Wittman for the increased collections. An increase of \$56,000 to the Purchase Order will cover the additional collection fees and is requested for the remainder of FY 2023-24.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

In FY 2023-24, it is estimated that Wittman will collect \$2.8 million in billing receipts, and thus, a collection fee of \$119,000. The current Purchase Order for \$83,400 needs to be increased by \$56,000 to cover the remaining estimated collection fees. The payments to Wittman are recorded as an offset to revenues, so no additional appropriation is required. The Purchase Order will be increased in future years to account for higher licensing fees and the significant increase in emergency medical transports.

### **RECOMMENDATION**

It is recommended the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Change Order

Change Order for Ambulance Billing  
May 21, 2024  
Page 3 of 3

to increase the Purchase Order with Wittman Enterprises, LLC for ambulance billing and collection services in the amount of \$56,000.

Approved:



Dominic Lazzaretto  
City Manager



# STAFF REPORT

Development Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** LETTER OF SUPPORT TO CALTRANS RELATED TO EXTENSION OF  
SOUNDWALL CONSTRUCTION ALONG THE I-210 FREEWAY OVER  
THE SECOND AVENUE OVERPASS  
**CEQA: Not a Project**  
**Recommendation: Approve and Authorize**

## **SUMMARY**

At the April 16, 2024, City Council Meeting, resident David Arvizu, approached the City Council with a request to send a letter to the California Department of Transportation (“Caltrans”) to extend the current soundwall construction along the I-210 Freeway to include the Second Avenue overpass around Second Avenue and Colorado Boulevard. The City Council agreed by a majority show of interest to bring this item back for consideration. Attached to this staff report is a draft letter of support for the requested soundwall extension. It is recommended that the City Council approve the letter and authorize the City Manager to send it to Caltrans and Metro.

## **BACKGROUND**

Soundwalls are noise barriers built between a noise generator and a “sensitive receptor”, such as a residential community, in order to reduce the level of noise transmitted. Along a freeway such as I-210, soundwalls are typically constructed of solid materials, such as concrete or masonry block, and they are typically between 8-16 feet in height. A large soundwall project is currently under construction in the City of Arcadia as part of Metro’s “Soundwall Package 10”, which includes segments along the I-210 in Arcadia and Pasadena, and along SR-134 in Los Angeles (Toluca Lake).

Prior to 1998, Caltrans nominated soundwalls for funding through the California Transportation Commission (“CTC”). In 1998, through Senate Bill 45, State law transferred the programming from Caltrans to regional agencies. In Los Angeles County, Metro was the agency that assumed responsibility for managing construction; however, the eligibility determinations for new soundwalls as well as design remained with Caltrans. Through this transfer, Metro inherited a backlog of soundwall projects totaling nearly \$1 billion without any corresponding funding from the State.

In 2000, Metro adopted a policy for prioritizing soundwall retrofit projects in phases. Phase 1 projects include soundwall construction along freeway segments where High Occupancy Vehicle lanes were constructed without soundwalls. Additionally, Phase II projects entail all other retrofit soundwall locations deemed eligible on various freeways. The Arcadia segment was placed in a package for funding many years ago. Former Council Members and City Staff were instrumental in working with Caltrans and Metro over the years, and construction has just recently begun after years of waiting. It should be noted that throughout the region, there is a significant backlog of potential projects, and any proposed soundwall segments in Phase II are not currently being initiated.

## **DISCUSSION**

The request from Mr. Arvizu is to extend the existing soundwall construction in Arcadia further east along the I-210, crossing the Second Avenue Overpass. Please see Attachment “B” for the requested “gap closure” submitted by Mr. Arvizu, and Attachment “C” (Metro Fact Sheets) for the Soundwall Package 10 project plans. The reasons given by Mr. Arvizu for this request are that there are sensitive receptors (residential homes) and a park in this location that are being significantly negatively impacted by noise from the I-210 Freeway.

There are two essential metrics that Metro uses to determine eligibility for soundwall projects: Hourly noise levels above the 67 DbA threshold, and a reasonableness test for cost. Regarding noise, field tests are undertaken to establish current noise levels and ultimately determine if the noise generated merits consideration, and if a soundwall installation would reduce noise at least 5 DbA. In addition, the cost of the soundwall is weighed against a “reasonable allowance” of \$107,000 per “benefited receptor”. Based on a recent presentation completed by Metro as part of the Soundwall Package 10 Project, it is estimated that soundwalls cost \$10 million/mile if placed adjacent to the freeway shoulder and \$20 million/mile if on a bridge structure or retaining wall. It is unknown whether these exact metrics were applied to this location, but it is likely that the cost in this location (on the overpass) exceeded the “reasonableness test”.

Despite the potential costs and the current backlog of projects not receiving funding at this time, sending a letter to Caltrans and Metro related to this issue is recommended. It is important for Caltrans and Metro to have a sense of where these projects are desired and where they could yield the greatest benefit. Additionally, since construction is ongoing in this area, this would be an opportune time to request an extension to this existing work. A letter from the City Council would be intended to be supportive of the effort from Mr. Arvizu, as a member of the public, and on behalf of a residential neighborhood in the City. To that end, it is recommended that the draft letter included as Attachment “A” be sent to Caltrans and Metro from the City Council.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

There is no Fiscal Impact associated with the submittal of this letter. In addition, the intent is that any costs of future soundwall extension would be borne by either Caltrans or Metro, who are the funding sources for soundwall construction along the I-210 Freeway. It is not recommended that any City-held funds be used for this effort.

### **RECOMMENDATION**

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve the attached letter of support, authorizing the City Manager to send the letter to the appropriate contacts at Caltrans and Metro.

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

Attachment “A”: Draft Letter of Support  
Attachment “B”: “Sound Wall Extension Proposal”, submitted by David Arvizu  
Attachment “C”: Soundwall Fact Sheets from Metro



# City of Arcadia

## Office of the City Council

April A. Verlato  
*Mayor*

Michael Cao  
*Mayor Pro Tem*

Paul P. Cheng  
*Council Member*

Sharon Kwan  
*Council Member*

Eileen Wang  
*Council Member*

May 21, 2024

Mr. Tony Tavares  
Caltrans Director  
P.O. Box 942873  
Sacramento, CA 94273-0001

Ms. Gloria Roberts  
Caltrans District 7 Director  
100 South Main St,  
Los Angeles, CA 90012

Dear Mr. Tavares,

For decades, families living near the I-210 freeway have been rendered helpless against the sound of high-speed traffic, honking horns, air brakes, and emergency sirens. The construction of the Soundwall Project along the I-210 freeway will bring critical infrastructure to the San Gabriel Valley, and Arcadia is incredibly grateful for this local investment. Arcadia recognizes the level of effort a project of this magnitude takes, one that will dramatically improve the quality of life for generations to come.

Following soundwall construction, most of the sensitive receptors (e.g. homes) in Arcadia will be better protected from freeway noise, except for one segment: **the overpass at the intersection of Second Avenue and Colorado Boulevard**. As this project proceeds, it is imperative that Caltrans consider meeting all the soundwall needs in Arcadia and eliminate this glaring gap in coverage (see attached rendering).

Without the addition of soundwalls to the Second Avenue overpass, property owners in the surrounding area are left with little hope for the future. Whether these households seek to work from home, spend time in their yard, gather with neighbors and family, or simply get a good night's rest, the freeway noise remains a constant impediment to enjoying life at home. Decades of project backlog and delay have only worsened a difficult issue, which further necessitates the prioritization of all local soundwalls in Arcadia.

As a public agency, Arcadia recognizes the challenges of balancing urgent needs with limited resources. With that understanding, higher costs cannot be the sole determinant to exclude the households surrounding the Second Avenue overpass, who are just as deserving of soundwall investment. Soundwalls are a fundamental piece of infrastructure for our community, and on behalf of the entire City Council, I respectfully ask Caltrans to reconsider extending this life-changing investment to all areas, and all Arcadians in need.

Sincerely,

April A. Verlato  
Mayor

240 West Huntington Drive  
Post Office Box 60021  
Arcadia, CA 91066-6021  
(626) 574-5405  
(626) 445-4918 Fax  
[CityCouncil@ArcadiaCA.gov](mailto:CityCouncil@ArcadiaCA.gov)



## Soundwall Gap on Second Avenue Overpass (Second Avenue and Colorado Boulevard, Arcadia, CA)

Gap in Soundwall Coverage (**red lines**)



Requested Addition of Soundwalls (**blue lines**)





# City of Arcadia

## Office of the City Council

April A. Verlato  
*Mayor*

Michael Cao  
*Mayor Pro Tem*

Paul P. Cheng  
*Council Member*

Sharon Kwan  
*Council Member*

Eileen Wang  
*Council Member*

240 West Huntington Drive  
Post Office Box 60021  
Arcadia, CA 91066-6021  
(626) 574-5405  
(626) 445-4918 Fax  
[CityCouncil@ArcadiaCA.gov](mailto:CityCouncil@ArcadiaCA.gov)

May 21, 2024

Ms. Stephanie Wiggins  
Chief Executive Officer, Metro  
One Gateway Plaza  
Los Angeles, CA 90012

Supervisor Kathryn Barger  
Metro Board Member  
One Gateway Plaza  
Los Angeles, CA 90012

Dear Ms. Wiggins,

For decades, families living near the I-210 freeway have been rendered helpless against the sound of high-speed traffic, honking horns, air brakes, and emergency sirens. The construction of the Soundwall Project along the I-210 freeway will bring critical infrastructure to the San Gabriel Valley, and Arcadia is incredibly grateful for this local investment. Arcadia recognizes the level of effort a project of this magnitude takes, one that will dramatically improve the quality of life for generations to come.

Following soundwall construction, most of the sensitive receptors (e.g. homes) in Arcadia will be better protected from freeway noise, except for one segment: **the overpass at the intersection of Second Avenue and Colorado Boulevard**. As this project proceeds, it is imperative that Metro consider meeting all the soundwall needs in Arcadia and eliminate this glaring gap in coverage (see attached rendering).

Without the addition of soundwalls to the Second Avenue overpass, property owners in the surrounding area are left with little hope for the future. Whether these households seek to work from home, spend time in their yard, gather with neighbors and family, or simply get a good night's rest, the freeway noise remains a constant impediment to enjoying life at home. Decades of project backlog and delay have only worsened a difficult issue, which further necessitates the prioritization of all local soundwalls in Arcadia.

As a public agency, Arcadia recognizes the challenges of balancing urgent needs with limited resources. With that understanding, higher costs cannot be the sole determinant to exclude the households surrounding the Second Avenue overpass, who are just as deserving of soundwall investment. Soundwalls are a fundamental piece of infrastructure for our community, and on behalf of the entire City Council, I respectfully ask Metro to reconsider extending this life-changing investment to all areas, and all Arcadians in need.

Sincerely,

April A. Verlato  
Mayor

CC: Avital Barnea, Senior Executive Officer  
LA Metro



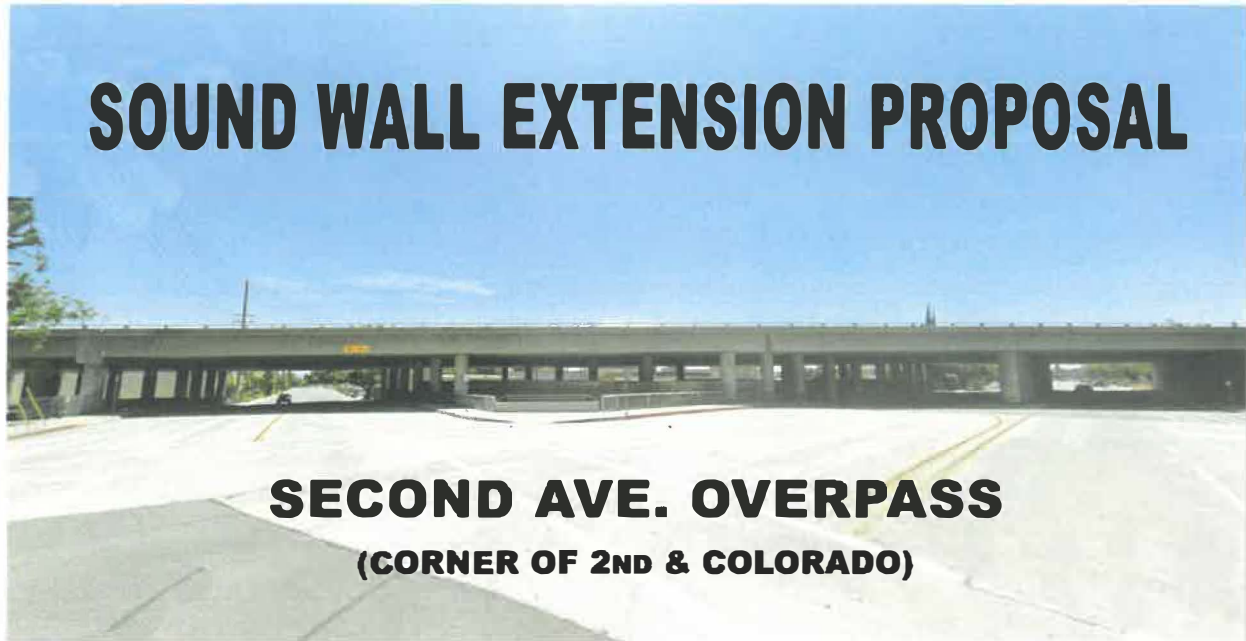
## Soundwall Gap on Second Avenue Overpass (Second Avenue and Colorado Boulevard, Arcadia, CA)

Gap in Soundwall Coverage (**red lines**)



Requested Addition of Soundwalls (**blue lines**)





At this time, we are all aware of the construction that Caltrans is doing on the 210 freeway at Santa Anita Ave. The construction of the sound wall is long overdue and it will greatly benefit many of the residents of Arcadia.

However, there are no plans to build a sound wall over the Second Avenue overpass. Even with the construction of the new sound wall by Caltrans, this gap will not be filled. As a result, the residents in that area will continue to be subject to the extreme noise that is generated by the 210 freeway.

I am asking the City Council to draft a letter to Caltrans asking them to extend the sound wall across the Second Ave. overpass. This can be done right now by the City Council by directing the City Staff to write up a letter that each of you can sign.

I am also requesting that the City Council add to the agenda of their next meeting an open discussion of petitioning Caltrans to extend the sound wall over the Second Avenue overpass.

This proposal supported by all of the residents that I have reached out to you so far; and is not an expense that the city of Arcadia will bear; it seems to me that this is an initiative that we can all get behind.

# THE "GAP"



# THE PROPOSAL



**Name**

Daniel Peng

**Message**

Help us petition Caltrans to add this project! This overpass is so noisy at night that it's not only disturbing the quality of sleep of the nearby residents but also lower the experience of any outdoor activities of the neighborhood in daylight! We can hear semi-truck and roaring motorcycles all day long, not to mention the occasional emergency brake and crashing sound... The lack of sound wall for this overpass affects thousands of residents's life consistently and we are never going to get used to the harmful noise. Caltran is responsible to make an improvement and reduce the psychological and physiological impact on

**Name**

Poan Wang

**Message**

My house is right next to the freeway near between 1st and 2nd street. It s been very noisy there.please extend the sound wall project to at least 2nd street  
Thank you

**Name**

Kelly Nardoni

**Message**

As an Arcadia resident impacted by the 210 freeway sound, can you please consider extending the First Ave. sound wall to the area of the freeway at Second Avenue and Colorado Blvd. (i.e., the Second Ave. overpass)? This will positively impact our well being and pro,per,t y values.

**Name**

Nalini Adatia

**Message**

I have lived at my address for the last 30 years, however the freeway traffic noise has gotten really bad over the last few years. It is especially louder during late nights and early morning and really prevents you from getting restful sleep. Please add this to your agenda ASAP. Thank you

**Name**

pam

**Message**

I'm usually not the type to participate in things like this but this was something i've been waiting for. Last year, on a rainy day a car driving on the freeway ran through the concrete divider, the barrier rails of the freeway and on to this grass hill in front on my house. Luckily the lady who lost control of the car was unharmed it not been for that little hill. My neighbors and I helped her out to make sure she was okay and got help immediately. But all I could think about afterwards is what would happen if it had been further up the freeway and she flew through and on to the houses/apartments. The damages would've been catastrophic. The driver would've been injured and maybe my neighbors would've been too. I'm glad this petition exist because this was something i've been thinking about since that day and how we can be better protected and prepared. Beyond the sound wall reducing the sound of traffic, i think it would also help protect drivers and this neighborhood from incidents like this.

**Name**

Jeanne Hariton

**Message**

Frankly, I am very surprised that currently there is NO sound wall at Second Ave and Colorado Blvd. Having a sound wall will definitely help improve the quality of life for residents living nearby and make Arcadia an even better city. I urge you to support this campaign. Thank you.

**Name**

Dale and Ellen Rudzik

**Message**

Dear City Council, Please petition Caltrans to put up a sound wall on the 210 freeway at the Second Ave. overpass in Arcadia. We live on Second Ave. in Arcadia and the sound of traffic there can be disruptive to our lives. Thank you.  
Dale and Ellen Rudzik

**Name**

Jessica

**Message**

Hello, I am writing to request to petition cal trans to extend the sound wall to the second ave overpass. I can hear the freeway noise pollution from my backyard and also at the nearby Eisenhower park, where I frequently walk to with my young daughter. We were excited to hear about the sound wall being installed, but were disappointed to hear that that it fell short of our neighborhood.

**Name**

Harry Zhao

**Message**

Dear City Council Members, I am writing to express my strong support for the construction of a sound wall along the 210 freeway at the Second Avenue overpass. The absence of adequate sound barriers has significantly affected the quality of life for residents due to the incessant noise pollution from the freeway traffic. It is my understanding that the current plans by Caltrans do not include a provision for a sound wall in this area, which is highly concerning. The community of Arcadia deserves the same consideration and protection from environmental noise as any other neighborhood in proximity to major freeways. The benefits of constructing a sound wall include not only noise reduction but also improved overall community well-being, and the promotion of a more peaceful and quiet neighborhood environment. I urge the City Council to consider the well-being of its residents and support the initiative to add a sound wall at the Second Avenue overpass. Our community's tranquility and quality of life are at stake. Thank you, Harry Zhao

**Name**

Sima Lisman

**Message**

Hello. I am writing to indicate my support for building a sound wall above the Second Ave and Colorado intersection. I live off of First Ave and can see the freeway traffic and get significant noise from that opening to the freeway. There are many homes near that portion of the intersection that would also benefit tremendously from a sound wall at that location. Thank you!

**Name**

Vixky Wang

**Message**

Hi! I'm a resident living nearby the 2nd Ave. I've lived here for almost 10 years and the sound from freeway has always bothered me at night. It would be really helpful if the sound wall is extended to the area of 2nd Ave and Colorado. Thanks for the help.

# Next stop: quieter communities.

## HIGHWAY SOUNDWALLS

### Fact Sheet

#### Metro's Highway Soundwall Program

In 1999, Metro inherited a nearly \$1 billion backlog of highway soundwall projects without corresponding funding. In 2000, the Metro Board of Directors adopted a policy for prioritizing, funding and constructing these soundwalls. As of 2017, there are approximately 230 miles of freeways that are eligible for soundwalls and this list keeps growing. New soundwalls are added to the list based on field tests conducted by Caltrans at the request of residents and local agencies. Metro continues to seek funding to build more soundwalls.

#### What is traffic noise?

Traffic noise is a combination of the noises produced by vehicle engines, exhaust and tires. The level of highway traffic noise depends on several things:

- > Traffic volumes – Roads with more vehicles are generally louder.
- > Traffic speeds – Traffic becomes louder with higher speeds.
- > The number of heavy trucks on the road.
- > Road conditions – Conditions, like a steep incline, can cause heavy laboring of vehicle engines.

Traffic noise levels can be reduced by distance, terrain, dense vegetation, natural and manmade obstacles.

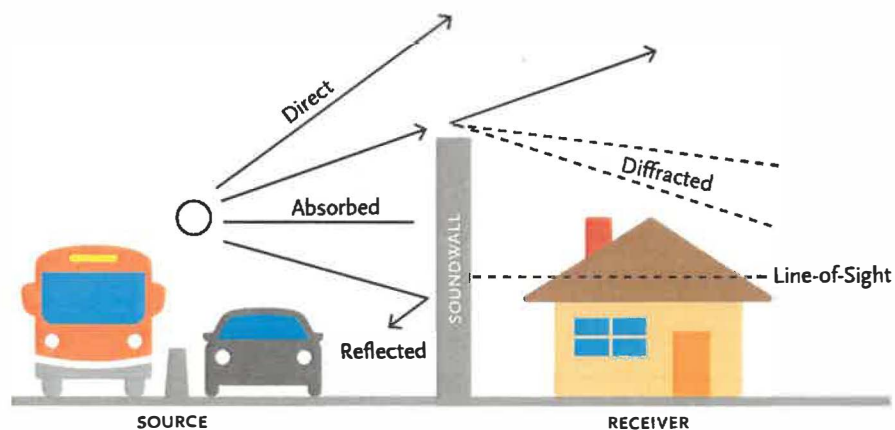
#### What is a soundwall?

Soundwalls are noise barriers built between a noise generator and a sensitive receptor, such as a residential community, in order to reduce the level of noise transmitted from the generator to the receptor. Along a freeway, soundwalls are typically constructed of solid materials, such as concrete, brick and masonry block, and typically constructed between 8-16 feet in height.

#### How do soundwalls work?

Soundwalls can be designed to absorb or reflect noise. The design is dependent on the topography and the location of homes or sensitive receptors within the area that qualifies for soundwalls. Soundwalls could be designed to reflect noise if the impact to the other side does not exceed the threshold for soundwall qualifications and/or there are no sensitive receptors. However, some soundwalls could be designed with absorptive materials when reflective soundwalls have noise impacts to the opposing side of the highway. Soundwalls must be tall enough and long enough to block the "line-of-sight" of the highway from the area that it is protecting.

A general rule, shown in the graphic below, is: "if you can see it, you can hear it." As such, soundwalls provide little benefit for homes on a hillside overlooking a highway.



For more information about Highway Soundwalls, visit [metro.net/soundwalls](http://metro.net/soundwalls).

### How effective are soundwalls?

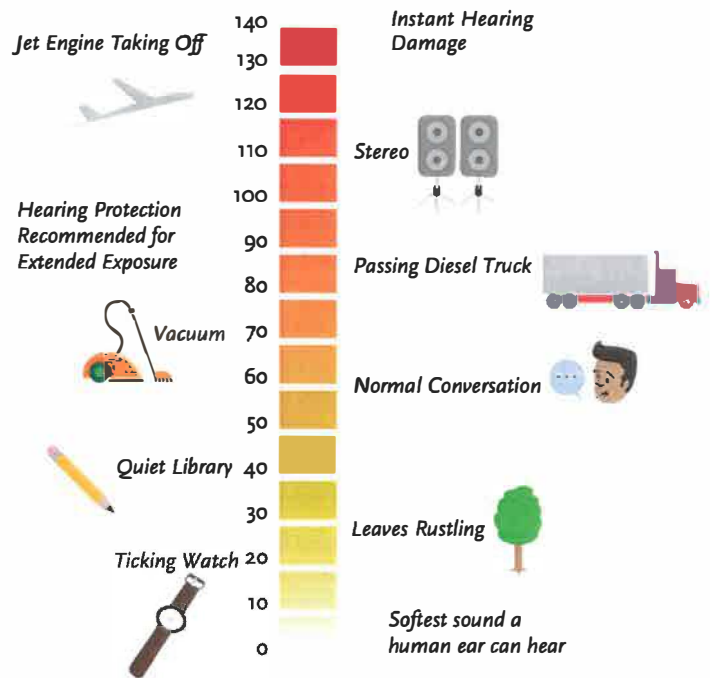
This depends on the distance between the receptor and the soundwall. For residents located adjacent to a soundwall, the perceived noise level could be cut in half. The benefit of a soundwall decreases as the listener moves away from the soundwall. Soundwall benefits are insignificant at distances greater than 500 feet away from the soundwall, typically where traffic noise is usually not a problem.

### What is the criteria to warrant a soundwall?

- > The location is along residential property, parks, churches or other sensitive receptors that exist prior to the construction of a highway or proposed improvements of a highway.
- > The hourly noise levels at the location exceeds a 67-decibel threshold.
- > The soundwall will result in a minimum five-decibel noise reduction.
- > The soundwall cost is below “reasonable allowance” as calculated using established Caltrans criteria, which is currently \$92,000 per benefited dwelling.

### Why was the impact level set at 67 decibels?

The 67-decibel threshold was chosen because above this level, conversations between two people standing next to each other, speaking in a normal voice, is impaired.



### CONTACT US

213.922.3053

# Next stop: quieter communities.

## SOUNDWALL PACKAGE 10 PROJECT

Fact Sheet – Spring 2023

### BACKGROUND

Metro has a plan to create quieter neighborhoods through our soundwall program for LA County residents living in areas of high traffic. Soundwall Package 10 is funded by federal and Measure R funds. Caltrans designed the project and Metro will construct the project. New soundwalls are added to the list based on field tests conducted by Caltrans at the request of residents and local agencies.

Soundwalls are noise barriers built to federal- and state-approved construction and safety standards to reduce noise coming from traffic on the freeway.

### LOCATIONS

- > SR-134 City of Los Angeles – Toluca Lake
- > I-210 City of Pasadena
- > I-210 City of Arcadia

### START & PROJECTED COMPLETION

Spring 2023–Summer 2025

### CONTACT US

- 213.922.4008
- soundwallprogram@metro.net
- metro.net/soundwall10
- @metrolosangeles
- losangelesmetro

### Project Overview

The project is in three locations:

- > Route 134 from approximately 150 feet East of Placidia Av to Sancola Av in the City of Los Angeles
- > Eastbound and westbound Route 210 from Fair Oaks Av to Wilson Av in the City of Pasadena
- > Eastbound and westbound Route 210 from Baldwin Av to about 500 feet East of Santa Anita Av in the City of Arcadia

### Project Elements

The project consists of constructing approximately 16,000 feet of soundwalls in 18 segments at three locations. These locations of the project are constructed along freeways and generally consist of constructing approximately 14-foot-tall masonry block walls with support structures and foundations. The work also includes electrical and communications work along with tree removal and replacement.

The equipment proposed to be utilized along the project area will vary, including: standard construction equipment trucks; compressors and traffic control devices; cranes, backhoes, graders, excavators, drilling rigs, concrete trucks; street sweepers, water trucks and other pertinent equipment for proper construction methods; and road striping equipment.

### Project Outreach

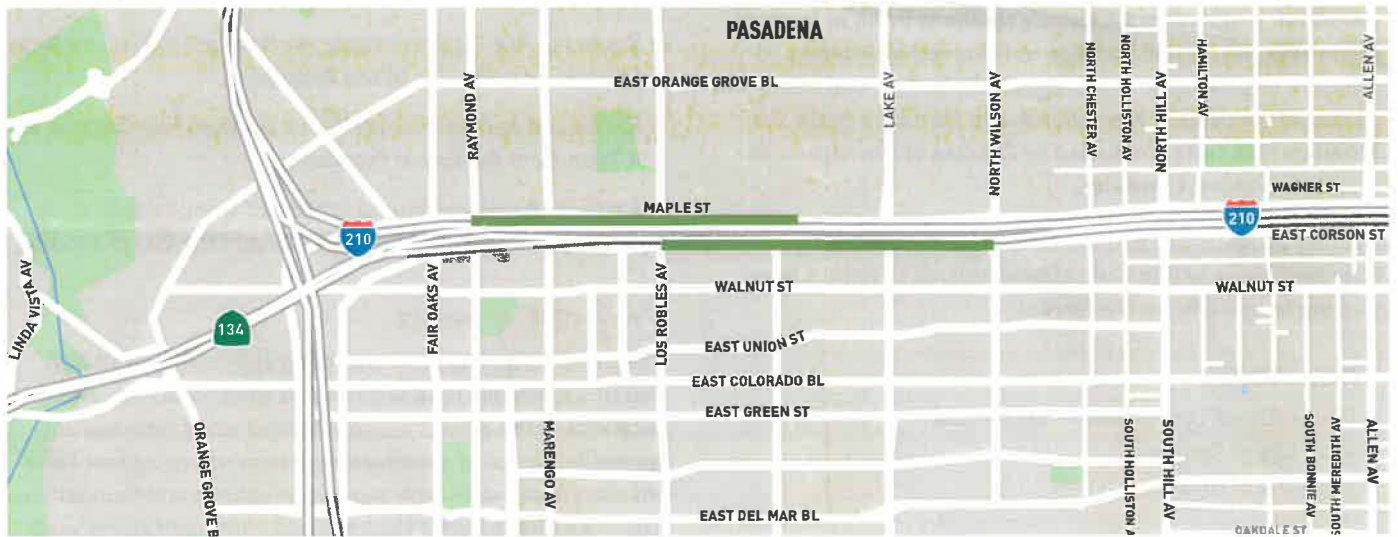
Metro and its contractors shall take efforts to mitigate construction-related impacts to the surrounding community. Metro will engage the community via outreach prior to the start of any of this work. These efforts will involve providing community members and area businesses a direct line of communication to project staff to discuss construction activities and concerns.



## SR-134 CITY OF LOS ANGELES - TOLUCA LAKE



## I-210 CITY OF PASADENA



## I-210 CITY OF ARCADIA





# STAFF REPORT

Public Works Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Daniel Vargas, Management Analyst

**SUBJECT:** RECORD DEED RESTRICTION AT HUGO REID PARK AND BONITA PARK TO COMPLY WITH MEASURE A GRANT REQUIREMENTS  
**CEQA: Not a Project**  
**Recommendation: Approve**

## **SUMMARY**

On March 19, 2024, the City Council adopted Resolution No. 7549 approving a blanket authority to file applications for the Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure (“Measure A”) grant funds, from the Los Angeles County Regional Park and Open Space District (“RPOSD”). As a condition of the Measure A grant, the City must record a deed restriction on any property where grant-funded projects will be implemented. The deed restriction requires the property to be used as open space in perpetuity. It is recommended that the City Council authorize recording a deed restriction at Hugo Reid and Bonita Park to comply with Measure A grant requirements.

## **BACKGROUND**

Measure A provides funding for projects that repair and upgrade parks and recreational facilities; create new parks; preserve and protect open spaces and beaches; and support recreational programming. The City of Arcadia has a total of \$1,364,500 of Measure A grant funds available through the program’s formula-based allocations. On average, the City’s annual allocation of Measure A grant funds is approximately \$230,000. To access these funds, the City must submit grant applications for each park and open space project that meets the eligibility requirements. On March 19, 2024, the City Council approved the blanket authority to file Measure A grant applications to request funds from RPOSD. To qualify and receive Measure A funds, a deed restriction must be recorded for each property where grant funded projects are taking place.

## **DISCUSSION**

On January 17, 2023, the City Council approved, authorized, and directed the City Manager to execute a contract with Ace Construction, Inc. for the Baseball Field Bleacher Project, in the amount of \$866,000.19. The project includes the installation of new

bleachers and shade canopies at Hugo Reid and Bonita Park. In addition to the installation of bleachers and shade canopies, ADA improvements to the parks' restrooms and parking lots will also be completed; the project is expected to begin in late June 2024.

The Public Works Services Department ("PWSD") submitted a Measure A grant application for the Baseball Field Bleacher Project. If successful, the City will be reimbursed a total of \$888,696, which includes reimbursement for in-house, direct City employee labor costs. As a condition of the Measure A grant funding, the City must record a deed restriction at Hugo Reid and Bonita Park. The deed restriction is required by RPOSD to ensure the project developed using Measure A funds is maintained and operated by the City in perpetuity. The deed restriction also ensures that the properties are used for a purpose consistent with the grant scope and remain permanent public resources.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

The Baseball Field Bleacher Project was budgeted in the Fiscal Year 2022-23 Capital Improvement Program. On January 17, 2023, the City Council approved and authorized the City Manager to execute a contract with Ace Construction, Inc. for the Baseball Field Bleacher Project, in the amount of \$866,000.19 plus a 9% contingency. If successful, the Measure A grant will reimburse the City \$888,696 for the Baseball Field Bleacher Project and will include reimbursement for in-house, direct City employee labor costs.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize recording a deed restriction at Hugo Reid Park and Bonita Park to comply with Measure A grant requirements.

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

Attachment: Deed Restriction for Hugo Reid and Bonita Park

RECORDING REQUESTED BY:

Los Angeles County Regional Park and Open Space District

WHEN RECORDED MAIL TO:

Los Angeles County Regional Park and Open Space District

1000 S. Fremont Avenue, Unit #40 Building A-9 East, Ground Floor Alhambra, CA 91803

Attn: Administration Section

**DEED RESTRICTION**

- I. WHEREAS, the City of Arcadia [hereinafter referred to as "Owner(s)"] is/are recorded owner(s) of the real property described in Exhibit "A", attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the City of Arcadia (hereinafter referred to as "Grantee"); and
- III. WHEREAS, the Los Angeles County Regional Park and Open Space District (hereinafter referred to as the "District") is a public agency created and existing under the authority of Section 5506.9 et seq of the California Public Resources Code (hereinafter referred to as the "PRC"); and
- IV. WHEREAS, Owner(s) (or Grantee) applied to the District for grant funds available pursuant to the Measure A Grant Program for Annual Allocations; and
- V. WHEREAS, on \_\_\_\_\_, 2024 the District conditionally approved Grant No. \_\_\_\_ - \_\_\_\_ (hereinafter referred to as "Grant") for the Baseball Field Bleacher Project on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the District's Grant Program, Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation (Measure A), and the funds that are the subject of the Grant could therefore not have been granted; and
- VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s) to receive the Grant funds and perform the work described in the grant.

NOW, THEREFORE, in consideration of the award of the Grant funds by the District, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns and successors-in-interest, hereby irrevocably covenant(s) with the District that the condition of the Grant (set forth at paragraphs 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions, and restrictions on the use and enjoyment of the

Property that are here by attached to the deed of the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest in perpetuity.
2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, Section 8 of the California Constitution and b) Section 402(i) of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
3. RIGHT OF ENTRY. The District or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.
4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. The District may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of the District to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.
5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

**\*\*NOTARY ACKNOWLEDGEMENT ON NEXT PAGE\*\***

## Exhibit "A" (Legal Description of Property)

HUGO REID PARK

For APN/Parcel ID(s): 5777-005-900

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT NO 949 4.76 MORE OR LESS ACS COM AT NW COR OF LOT 9 TR NO 15960 TH S ON W LINE OF SD LOT 128.68 FT TH N 88°13' W 143.01 FT TH S 0°04'30" W 43.93 FT TH S 49°04' W 265.03 FT TH S 0°04'30" W 166.09 FT TH N 83°23'29" W 25.22 FT TH S 0°04'30" W 113.29 FT TH N 89°55'30" W TO E LINE OF MICHILLINDA AVE TH N THEREON 755.93 FT TH N 89°06' 50" E TO W LINE OF DE ANZA PL TH S THEREON TO BEG PART OF LOT 6

BONITA PARK

For APN/Parcel ID(s): 5773-015-936

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ARCADIA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

POR OF SANTA ANITA TR POR OF BLK 58



# STAFF REPORT

Public Works Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Jan Balanay, Assistant Engineer

**SUBJECT:** ACCEPT ALL WORK PERFORMED BY ONYX PAVING COMPANY, INC. FOR THE FISCAL YEAR 2022-23 PAVEMENT REHABILITATION PROJECT AS COMPLETE

**CEQA: Exempt**

**Recommendation: Approve**

## **SUMMARY**

On June 20, 2023, the City Council approved a contract with Onyx Paving Company, Inc. in the amount of \$1,525,000 for the Fiscal Year 2022-23 Pavement Rehabilitation 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 \$1,498,826.39. This amount reflects the original contract amount of \$1,525,000, minus quantity changes totaling \$26,173.61, or 1.7% less than the original contract amount.

It is recommended that the City Council accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$74,941.31.

## **BACKGROUND**

The Public Works Services Department ("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 conditions of all City streets were inspected and rated on a scale of 0-100, with scores below 40 generally being considered a failing grade; scores between 40 and 60 are considered poor/fair in nature. This rating is called the Pavement Condition Index ("PCI") and is used to help determine which streets require asphalt pavement rehabilitation.

According to the Citywide Pavement Management Program and City staff inspections, the following street segments were included in this year's project:

- 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 into consideration the streets that have high traffic volume. It is also more cost-efficient to repave streets prior to their PCIs degrading to a very poor condition. Once a street falls into the lower score range, grind and overlay work is not sufficient to repair them, and a more extensive rehabilitation such as full depth reconstruction is needed. In those instances, a street segment might be left in a degrading condition for a longer period of time, provided the segment can be safely driven upon.

## **DISCUSSION**

On June 20, 2023, the City Council approved a contract with Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project. The work performed included repairing 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, and installing new ADA-compliant curb ramps at the intersections. The new pavement surface utilizes 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 reduces road noise. Following the repairs, the condition of all relevant street sections was raised to a PCI of 100.

During this work, a water main break occurred on San Carlos and Hacienda Drive, requiring pavement rehabilitation on a segment of San Carlos Drive. A water lateral break also occurred on Alta Street east of 1<sup>st</sup> Avenue, which required pavement rehabilitation. Although the water breaks were not related to this project, additional asphalt repairs were included as part of this Pavement Rehabilitation Project to finalize the water line repairs. These two additional projects added relatively small asphalt patches to remove the lifts or depressions caused by the water main/lateral breaks. Furthermore, conventional hot mix asphalt was used in place of asphalt rubber hot mix in certain areas, which decreased the overall cost of the contract. Even with the additional work from the water main break and the water lateral break, the project remained within budget. Below is a full list of change orders that show the deductions or additions to the project.

<b>CCO</b>	<b>Description</b>	<b>Amount</b>
1.	Additional (17,957 SF) – Furnish and Construct 2-inch thick Cold Mill Grind	\$6,644.19
2.	Deleted (32,386 TONS) – Furnish and Construct 2-inch thick ARHM Overlay	(\$50,198.30)
3.	Additional (5,219 TONS) – Furnish and Construct 2-inch thick HMA Overlay	\$7,828.50
4.	Additional (27.5 SF) – Remove and Replace PCC Sidewalk	\$357.50
5.	Additional (3595.5 LF) – Remove and Replace PCC Curb and Gutter	\$8,245.50
6.	Deleted (5,936 SF) – Remove and Replace PCC Cross Gutter/Spandrel	(\$7,668.00)
7.	Deleted (0.5 SF) – Remove and Replace PCC Driveway Approach	(\$8.00)
8.	Deleted (125 SF) – Remove and Replace 4-inch thick Asphalt Concrete (AC) Deep Patch	(\$1,375.00)
9.	Additional Asphalt Work on San Carlos Drive / Hacienda Drive and Alta Street	\$10,000.00
	<b>Total</b>	<b>(\$26,173.61)</b>

The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. Onyx Paving Company, Inc. completed the work as defined in the project plans and specifications, in an efficient and timely manner.

### **ENVIRONMENTAL ANALYSIS**

This project is a Class 1 exemption pursuant to the 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 were budgeted in the Fiscal Year 2022-23 Capital Improvement Program (“CIP”) for the Pavement Rehabilitation Project. The total cost of the Pavement Rehabilitation Project is \$1,498,826.39. This amount reflects the original contract amount of \$1,525,000 minus quantity changes totaling \$26,173.61, or 1.7% less than the original contract amount.

**RECOMMENDATION**

It is recommended that the City Council determine this project is a Class 1 exemption under the California Environmental Quality Act ("CEQA"); and accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2022-23 Pavement Rehabilitation Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$74,941.31.

Approved:

  
Dominic Lazzaretto  
City Manager



# STAFF REPORT

Development Services Department

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Kevin Merrill, City Engineer  
By: Johnathan Doojphibulpol, Associate Civil Engineer

**SUBJECT:** ACCEPT ALL WORK PERFORMED BY GENTRY BROTHERS, INC. FOR THE MISCELLANEOUS ARTERIAL REHABILITATION OF FIRST AVENUE AND SANTA CLARA STREET AND ST. JOSEPH STREET, IN THE AMOUNT OF \$1,257,862.55  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

On January 17, 2023, the City Council awarded a contract to Gentry Brothers, Inc. in the amount of \$1,321,361.10 for the Miscellaneous Arterial Rehabilitation of First Avenue and Santa Clara Street, and St. Joseph Street, with a 10% contingency. There were two (2) change orders that resulted in a net decrease of \$63,498.55 in total project cost.

The terms and conditions of this project have been complied with and the required work has been performed to the City's satisfaction, for a final cost of \$1,257,862.55. It is recommended that the City Council accept the project as complete and authorize the final payment in accordance with the approved contract.

## **BACKGROUND**

As part of the City's ongoing Pavement Management Program, the City annually appropriates Proposition C funding for arterial repaving projects. These street segments were selected for the program because the Pavement Condition Indexes for the project streets were in 'poor' condition in addition to the fact that previous work had impacted the streets. The City budgeted \$800,000 in Fiscal Year 2021-22 and \$400,000 in Fiscal Year 2022-23 for a total of \$1,200,000 of Proposition C funds, as well as a budget transfer of \$300,000 from the Downtown Alley project, providing a total project budget of \$1,500,000.

The project included the following segments:

- First Avenue from Colorado Boulevard to Wheeler Avenue

- Santa Clara Street from First Avenue to Fifth Avenue
- St. Joseph Street from Flower Street to Second Avenue
- Westerly Alley off First Avenue between St. Joseph Street and La Porte Street

The project was advertised for bids in November 2022 and bids were opened on December 15, 2022, with Gentry Brothers, Inc. as the qualifying low bidder. A contract in the amount of \$1,321,361.10, plus a 10% contingency, was awarded by the City Council on January 17, 2023.

## **DISCUSSION**

Construction began in July 2023 and was completed in April 2024. During the life of the project, there were two (2) change orders issued: one for extra traffic signal loop work and striping changes; and one for the final adjustment of quantities, with a net decrease of \$63,498.55.

The traffic signal loop work, located at the intersection of First Avenue and Santa Clara Street, was added once it was determined that the project would come in under budget. This work was added to complete signal upgrades at the intersection once the streets were rehabilitated. The striping changes were required in the field to provide better clarity for vehicle movements on First Avenue, and extra work was required around the bulb-outs on Santa Clara St.

Quantity adjustments were attributed to:

- Change in asphalt depth removal due to field conditions; and
- Change in the drainage system type to handle higher volume.

As a result of all the adjustments, the final amount is a net decrease of \$63,498.55, just over 3% of the contract amount. A summary of the construction contract with the change orders, is as follows:

<b>Original Contract:</b>	<b>\$1,321,361.10</b>
Change Order #1 (Traffic Loops and Striping)	\$43,850.00
Change Order #2 (Quantity Adjustments)	(\$107,348.55)
<b>Final Total Contract:</b>	<b>\$1,257,862.55</b>

## **FISCAL IMPACT**

The Miscellaneous Arterial Rehabilitation project was budgeted in the Fiscal Year 2021-22 and 2022-23 Capital Improvement Programs (“CIP”), with a total of \$1,200,000 in Proposition C funds. In order to cover the additional cost of the alley improvements plus contingencies, a budget transfer of \$300,000 was included at the time of contract approval from the Downtown Alley project, for a total budget of \$1,500,000. The total construction

cost for this project is \$1,257,862.55. There are sufficient funds in the project budget to cover the construction contract.

**ENVIRONMENTAL IMPACT**

This project is categorically exempt per Section 15301(c) of the California Environmental Quality Act (“CEQA”), as repair and maintenance of an existing highway or street.

**RECOMMENDATION**

It is recommended that the City Council determine that the proposed action is exempt under Section 15301(c) of the California Environmental Quality Act (“CEQA”); and accept all work performed by Gentry Brothers, Inc. for the Miscellaneous Arterial Rehabilitation – First Avenue and Santa Clara Street and St. Joseph Street Project as complete; and authorize the final payment to be made in accordance with the contract documents.

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager



# STAFF REPORT

Office of the City Manager

**DATE:** May 21, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** REPORT, DISCUSSION AND DIRECTION REGARDING THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT  
**CEQA: Not a Project**  
**Recommendation: Receive and File**

## SUMMARY

During the April 16, 2024, City Council Meeting, Mayor Verlato received support from two City Council Members to place an item on a future agenda regarding a petition that was submitted for the 2024 Statewide General Election. The petition in question is the Homelessness, Drug Addiction, and Theft Reduction Act (23-0017 A1), which gathered over 910,000 signatures of support. As of May 16, 2024, the Secretary of State's random sample shows the initiative is failing to collect the number of valid signatures needed to qualify for the 2024 General Election. As a result, the petition for the Homelessness, Drug Addiction, and Theft Reduction Act is projected to fail the random signature sample phase and is not expected to proceed any further for the November 2024 election. It is recommended that the City Council receive and file this report.

## HISTORY

The proponents of the Homelessness, Drug Addiction, and Theft Reduction Act (the "Act") crafted this initiative to reform existing state laws that may be contributing to the surge in homelessness, drug addiction, and theft in California. The Act was originally described as a reform to Proposition 47, which was approved by voters in 2014 and reclassified certain non-violent felonies to misdemeanors. Some of the recategorizations from felonies to misdemeanors included property crimes with damages less than \$950 and simple drug possession charges. Importantly, Proposition 47 allowed for the resentencing or retroactive reclassification of certain felonies to misdemeanors. Felonies that are eligible for resentencing or reclassification into misdemeanors include forgery and bad checks, commercial burglary, petty theft with prior convictions, grand theft, possession of stolen property, and possession of a controlled substance.

The intent behind Proposition 47 was to reduce incarcerations and the affiliated costs for non-violent offenses, reinvesting those resources into victim services, drug and mental health treatment, and K-12 programming for at-risk youth. After nearly a decade of implementation, it appears that Proposition 47 paved a path for repeat offenders engaged in retail theft, burglary, drug trafficking, and other offenses. The City of Arcadia and many cities in the region had taken a stance to oppose Proposition 47 at the time it was placed before the voters for this very reason.

In order to curb the negative consequences of Proposition 47, a petition for the Homelessness, Drug Addiction, and Theft Reduction Act (the “Act”) began circulating among voters this winter, with the hope of qualifying for the November 2024 General Election. The primary objective of the Act is to:

- Authorize felony charges for the possession of certain drugs, especially fentanyl, and thefts under \$950 for anyone with two prior drug or theft convictions.
  - Defendants who plead guilty to felony drug possession and complete treatment are eligible to have those charges dismissed.
- Extend sentences for certain theft and drug crimes.
- Use any cost savings from the shift in programming towards new felony treatment programs.

## **DISCUSSION**

During the April 16, 2024, City Council Meeting, Mayor Verlato received support from two City Council Members to place an item on a future agenda regarding support for the Act. Upon approval to add this item to a future agenda, staff began monitoring the petition as it reached different milestones throughout the qualification process for the November 2024 Statewide Ballot. As part of the qualification process, any petition or ballot measure must obtain a certain number of valid signatures from California registered voters, which is based on a percentage of votes cast in the last gubernatorial election. For the 2024 General Election, the total number of valid signatures for an Initiative Statute is 546,651.

Proponents of the Act collected and submitted over 910,000 signatures to the Secretary of State’s Office. As part of the signature verification process, the Secretary of State undertakes a multi-step effort that begins with a raw count of signatures, progresses to a random sample of signatures, and ultimately concludes with a full check of all signatures. Before a measure can proceed to a full check of all signatures, the results from the random sampling of signatures must produce a validity rate of 95%. For this initiative, results from the random sampling of signatures were first reported on May 8 and yielded a validity rate of 81.4%. As of May 14, 2024, the random signature sampling for this measure increased to 16,014 signatures and resulted in a lower validity rate of 80.7%.

The random sampling of signatures for the Act is expected to continue, but with the validity rate falling well below the 95% rate and becoming progressively lower and with each

sampling, the initiative is not expected to progress any further. Since the number of valid signatures of the initiative's sample are projected to be less than the 95% threshold, the measure fails to qualify for the 2024 General Election Ballot.

At this time, no further action will be taken on this measure. As a result, it is recommended that the City Council receive and file this report. However, should the measure or something similar be resubmitted in future election cycles, it would be recommended that the City Council support any such efforts to modify Proposition 47.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

There is no impact to the City's budget as a result of receiving and filing this report.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and receive and file this report.

- Attachment No. 1: Initiative Statute 23-0017 A1 - Random Sample Results (5/14/2024)
- Attachment No. 2: Initiative Statute 23-0017 A1 - Random Sample Results (5/10/2024)
- Attachment No. 3: Ballot Measure Text - Homelessness, Drug Addiction, & Theft Reduction Act

**Attachment No. 1**

1959. ALLOWS FELONY CHARGES AND INCREASES SENTENCES FOR CERTAIN DRUG AND THEFT CRIMES. INITIATIVE STATUTE.

COUNTY	PETITION	SOS	SOS	RANDOM					VALID OR		%
	FILED	REC'D	REC'D	RAW	SAMPLE/	VALID	INVALID	DUP.	PROJ.	VALID	
	W/COUNTY	RAW	RANDOM	COUNT	FULL CHECK	SIGS.					
1. ALAMEDA	04/19/24	05/01/24		47,939						0	0.0%
2. ALPINE	04/08/24	04/23/24	04/23/24	2		1	1	0		1	50.0%
3. AMADOR	04/19/24	04/19/24	05/14/24	1,358	500	454	46	0		1,233	90.8%
4. BUTTE	04/19/24	04/19/24	05/03/24	4,988	500	420	80	0		4,190	84.0%
5. CALAVERAS	04/18/24	04/18/24	04/30/24	844	500	446	54	1		752	89.1%
6. COLUSA	04/18/24	04/18/24		289						0	0.0%
7. CONTRA COSTA	04/19/24	04/24/24		22,773						0	0.0%
8. DEL NORTE	04/18/24	04/22/24		296						0	0.0%
9. EL DORADO	04/18/24	04/22/24		4,849						0	0.0%
10. FRESNO	04/18/24	04/23/24		25,815						0	0.0%
11. GLENN	04/19/24	04/24/24	05/06/24	847	500	378	122	1		639	75.5%
12. HUMBOLDT	04/19/24	04/25/24		949						0	0.0%
13. IMPERIAL	04/18/24	04/25/24	05/06/24	3,548	500	357	143	1		2,490	70.2%
14. INYO	04/19/24	04/22/24	04/24/24	72	72	60	12	0		60	83.3%
15. KERN	04/18/24	04/25/24		27,891						0	0.0%
16. KINGS	04/18/24	04/23/24	05/09/24	2,952	500	379	121	0		2,238	75.8%
17. LAKE	04/19/24	04/22/24		920						0	0.0%
18. LASSEN	04/19/24	04/24/24	05/13/24	838	500	415	85	0		696	83.0%
19. LOS ANGELES	04/19/24	05/01/24		264,507						0	0.0%
20. MADERA	04/18/24	04/22/24	04/24/24	3,966	500	413	87	1		3,221	81.2%
21. MARIN	04/19/24	04/23/24	05/10/24	3,716	500	434	66	0		3,225	86.8%
22. MARIPOSA	04/22/24	04/23/24	05/02/24	332	332	290	42	1		290	87.3%
23. MENDOCINO	04/19/24	04/19/24	04/23/24	1,024	501	405	96	1		826	80.6%
24. MERCED	04/18/24	04/22/24	05/10/24	6,190	500	421	79	1		5,071	81.9%
25. MODOC	04/19/24	04/22/24	04/22/24	60	60	49	11	0		49	81.7%
26. MONO	04/18/24	04/25/24	04/26/24	13	13	12	1	0		12	92.3%
27. MONTEREY	04/19/24	04/24/24	05/08/24	3,760	500	391	109	0		2,940	78.2%
28. NAPA	04/18/24	04/18/24	05/02/24	1,827	500	417	83	0		1,524	83.4%
29. NEVADA	04/18/24	04/18/24	04/22/24	2,045	500	450	50	0		1,841	90.0%
30. ORANGE	04/19/24	04/29/24		79,561						0	0.0%
31. PLACER	04/19/24	04/23/24	05/13/24	9,328	500	454	46	0		8,470	90.8%
32. PLUMAS	04/19/24	04/29/24	05/02/24	225	225	190	35	0		190	84.4%
33. RIVERSIDE	04/19/24	04/30/24		53,591						0	0.0%
34. SACRAMENTO	04/19/24	04/29/24	05/07/24	30,424	913	736	177	0		24,526	80.6%
35. SAN BENITO	04/18/24	04/24/24		298						0	0.0%
36. SAN BERNARDINO	04/19/24	04/30/24		41,797						0	0.0%
37. SAN DIEGO	04/19/24	04/25/24		65,775						0	0.0%
38. SAN FRANCISCO	04/19/24	04/26/24	05/14/24	34,261	1,028	807	221	1		25,818	75.4%
39. SAN JOAQUIN	04/19/24	04/29/24		23,088						0	0.0%
40. SAN LUIS OBISPO	04/19/24	04/30/24	05/13/24	7,856	500	410	90	0		6,442	82.0%
41. SAN MATEO	04/19/24	04/29/24		8,492						0	0.0%
42. SANTA BARBARA	04/19/24	04/23/24	05/06/24	4,116	500	416	84	0		3,425	83.2%
43. SANTA CLARA	04/26/24	04/26/24		15,283						0	0.0%
44. SANTA CRUZ	04/19/24	04/27/24	05/14/24	6,506	500	429	71	0		5,582	85.8%
45. SHASTA	04/19/24	04/23/24	05/03/24	9,503	500	401	99	0		7,621	80.2%
46. SIERRA	04/18/24	04/18/24	04/18/24	7	7	7	0	0		7	100.0%
47. SISKIYOU	04/19/24	04/22/24	05/01/24	819	500	455	45	2		743	90.7%
48. SOLANO	04/19/24	04/23/24	04/26/24	21,456	645	542	103	0		18,030	84.0%
49. SONOMA	04/19/24	04/23/24	05/03/24	7,527	500	399	101	0		6,007	79.8%
50. STANISLAUS	04/19/24	04/22/24	05/13/24	19,668	591	460	131	0		15,308	77.8%
51. SUTTER	04/18/24	04/30/24		1,599						0	0.0%
52. TEHAMA	04/19/24	04/19/24		2,378						0	0.0%
53. TRINITY	04/22/24	04/22/24	05/09/24	112	112	96	16	0		96	85.7%
54. TULARE	04/18/24	04/18/24	05/06/24	8,370	500	397	103	0		6,646	79.4%
55. TUOLUMNE	04/18/24	04/24/24		1,783						0	0.0%
56. VENTURA	04/19/24	04/29/24	05/08/24	110% = 601,317	17,109	513	422	91	0	14,074	82.3%
57. YOLO	04/19/24	04/19/24	04/26/24	100% = 546,651	3,026	500	397	103	1	2,372	78.4%
58. YUBA	04/19/24	04/22/24		95% = 519,319	1,873					0	0.0%
<b>TOTAL:</b>				<b>910,441</b>	<b>16,014</b>	<b>13,210</b>	<b>2,804</b>	<b>11</b>		<b>176,653</b>	<b>80.78%</b>

**Attachment No. 2**

1959. ALLOWS FELONY CHARGES AND INCREASES SENTENCES FOR CERTAIN DRUG AND THEFT CRIMES. INITIATIVE STATUTE.

COUNTY	PETITION	SOS	SOS	RANDOM					VALID OR	%
	FILED	REC'D	REC'D	RAW	SAMPLE/	VALID	INVALID	DUP.	PROJ. VALID	
	W/COUNTY	RAW	RANDOM	COUNT	FULL CHECK	SIGS.				
1. ALAMEDA	04/19/24	05/01/24		47,939					0	0.0%
2. ALPINE	04/08/24	04/23/24	04/23/24	2	2	1	1	0	1	50.0%
3. AMADOR	04/19/24	04/19/24		1,358					0	0.0%
4. BUTTE	04/19/24	04/19/24	05/03/24	4,988	500	420	80	0	4,190	84.0%
5. CALAVERAS	04/18/24	04/18/24	04/30/24	844	500	446	54	1	752	89.1%
6. COLUSA	04/18/24	04/18/24		289					0	0.0%
7. CONTRA COSTA	04/19/24	04/24/24		22,773					0	0.0%
8. DEL NORTE	04/18/24	04/22/24		296					0	0.0%
9. EL DORADO	04/18/24	04/22/24		4,849					0	0.0%
10. FRESNO	04/18/24	04/23/24		25,815					0	0.0%
11. GLENN	04/19/24	04/24/24	05/06/24	847	500	378	122	1	639	75.5%
12. HUMBOLDT	04/19/24	04/25/24		949					0	0.0%
13. IMPERIAL	04/18/24	04/25/24	05/06/24	3,548	500	357	143	1	2,490	70.2%
14. INYO	04/19/24	04/22/24	04/24/24	72	72	60	12	0	60	83.3%
15. KERN	04/18/24	04/25/24		27,891					0	0.0%
16. KINGS	04/18/24	04/23/24	05/09/24	2,952	500	379	121	0	2,238	75.8%
17. LAKE	04/19/24	04/22/24		920					0	0.0%
18. LASSEN	04/23/24	04/24/24		838					0	0.0%
19. LOS ANGELES	04/19/24	05/01/24		264,507					0	0.0%
20. MADERA	04/18/24	04/22/24	04/24/24	3,966	500	413	87	1	3,221	81.2%
21. MARIN	04/19/24	04/23/24	05/10/24	3,716	500	434	66	0	3,225	86.8%
22. MARIPOSA	04/22/24	04/23/24	05/02/24	332	332	290	42	1	290	87.3%
23. MENDOCINO	04/19/24	04/19/24	04/23/24	1,024	501	405	96	1	826	80.6%
24. MERCED	04/18/24	04/22/24		6,190					0	0.0%
25. MODOC	04/19/24	04/22/24	04/22/24	60	60	49	11	0	49	81.7%
26. MONO	04/18/24	04/25/24	04/26/24	13	13	12	1	0	12	92.3%
27. MONTEREY	04/19/24	04/24/24	05/08/24	3,760	500	391	109	0	2,940	78.2%
28. NAPA	04/18/24	04/18/24	05/02/24	1,827	500	417	83	0	1,524	83.4%
29. NEVADA	04/18/24	04/18/24	04/22/24	2,045	500	450	50	0	1,841	90.0%
30. ORANGE	04/19/24	04/29/24		79,561					0	0.0%
31. PLACER	04/19/24	04/23/24		9,328					0	0.0%
32. PLUMAS	04/19/24	04/29/24	05/02/24	225	225	190	35	0	190	84.4%
33. RIVERSIDE	04/19/24	04/30/24		53,591					0	0.0%
34. SACRAMENTO	04/19/24	04/29/24	05/07/24	30,424	913	736	177	0	24,526	80.6%
35. SAN BENITO	04/18/24	04/24/24		298					0	0.0%
36. SAN BERNARDINO	04/19/24	04/30/24		41,797					0	0.0%
37. SAN DIEGO	04/19/24	04/25/24		65,775					0	0.0%
38. SAN FRANCISCO	04/19/24	04/26/24		34,261					0	0.0%
39. SAN JOAQUIN	04/19/24	04/29/24		23,088					0	0.0%
40. SAN LUIS OBISPO	04/19/24	04/30/24		7,856					0	0.0%
41. SAN MATEO	04/19/24	04/29/24		8,492					0	0.0%
42. SANTA BARBARA	04/19/24	04/23/24	05/06/24	4,116	500	416	84	0	3,425	83.2%
43. SANTA CLARA	04/26/24	04/26/24		15,283					0	0.0%
44. SANTA CRUZ	04/19/24	04/27/24		6,506					0	0.0%
45. SHASTA	04/19/24	04/23/24	05/03/24	9,503	500	401	99	0	7,621	80.2%
46. SIERRA	04/18/24	04/18/24	04/18/24	7	7	7	0	0	7	100.0%
47. SISKIYOU	04/19/24	04/22/24	05/01/24	819	500	455	45	2	743	90.7%
48. SOLANO	04/19/24	04/23/24	04/26/24	21,456	645	542	103	0	18,030	84.0%
49. SONOMA	04/19/24	04/23/24	05/03/24	7,527	500	399	101	0	6,007	79.8%
50. STANISLAUS	04/19/24	04/22/24		19,668					0	0.0%
51. SUTTER	04/18/24	04/30/24		1,599					0	0.0%
52. TEHAMA	04/19/24	04/19/24		2,378					0	0.0%
53. TRINITY	04/22/24	04/22/24	05/09/24	112	112	96	16	0	96	85.7%
54. TULARE	04/18/24	04/18/24	05/06/24	8,370	500	397	103	0	6,646	79.4%
55. TUOLUMNE	04/18/24	04/24/24		1,783					0	0.0%
56. VENTURA	04/19/24	04/29/24	05/08/24	17,109	513	422	91	0	14,074	82.3%
57. YOLO	04/19/24	04/19/24	04/26/24	3,026	500	397	103	1	2,372	78.4%
58. YUBA	04/19/24	04/22/24		1,873					0	0.0%
<b>TOTAL:</b>				<b>910,441</b>	<b>11,395</b>	<b>9,360</b>	<b>2,035</b>	<b>9</b>	<b>108,033</b>	<b>81.42%</b>

**THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT**

## SECTION 1. Title

This Act shall be known as The Homelessness, Drug Addiction, and Theft Reduction Act.

## SECTION 2. Purposes and Intent

This measure will reform laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

This measure will:

- A. Provide drug and mental health treatment for people who are addicted to hard drugs such as fentanyl, cocaine, heroin, and methamphetamine.
- B. Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- C. Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.
- D. Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.
- E. Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- F. Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.
- G. Increase penalties for people who repeatedly engage in theft.
- H. Add new laws to address the increasing problem of “smash and grab” thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

## SECTION 3. Findings and Declarations

The People of the State of California find and declare as follows:

### A. Reducing Homelessness Through Drug and Mental Health Treatment

1. California has reached a tipping point in its homelessness, drug, mental health, and theft crises. Our state has the highest rate of homelessness per capita of any state in the country. And drug overdoses now kill two to three times the number of people in California as car accidents.

2. Since the passage of Proposition 47 in 2014, homelessness in California has increased by 51%, while during the same time period in the rest of the country, it has declined by 11%. Proposition 47 reduced the legal consequences of both possession of hard drugs (fentanyl, cocaine, heroin, methamphetamine, and phencyclidine), and theft. The result has been massive increases in drug addiction, mental illness, and property crimes, including retail theft, committed by addicts to support their addiction. At the same time, California has seen a dramatic decrease in mental health and drug treatment for homeless people due to reduced incentives to participate in treatment. Our homelessness problem is directly connected to these unintended consequences of Proposition 47, which the voters now desire to correct.

3. Progressive states such as New Jersey, Maryland, Illinois, and Michigan have significantly stronger hard drug laws than California, and their homeless rate is 4 to 5 times lower than California's.

4. This proposal takes a modest step in the direction of these states by enacting a new class of crime called a "treatment-mandated felony." Under this new "treatment-mandated felony," prosecutors would have the discretion to charge a felony for hard drug possession after two previous drug convictions. If charged with this "treatment-mandated felony" for a third or subsequent drug offense, the offender would be given the option of participating in drug and mental health treatment. If the offender successfully completes drug and mental health treatment, the charge would be fully expunged, and the offender would receive no jail time. If the offender refuses drug and mental health treatment, they would serve jail time for hard drug possession. For a second conviction of the treatment-mandated felony (the 4<sup>th</sup> total conviction for hard drug possession), a judge would have the option of imposing time in jail or state prison. Along with hard drug and mental health treatment, offenders charged with a treatment-mandated felony would be offered shelter, job training, and other services designed to break the cycle of addiction and homelessness.

### B. Cracking Down on Hard Drug Dealers

1. Fentanyl is the most dangerous drug that our nation has ever seen. Because it is largely produced synthetically, fentanyl is typically cheaper than other hard drugs. As a result, drug dealers now regularly include fentanyl in other drugs such as diet, anxiety, and

sleeping pills, cocaine, and heroin. Further, fentanyl is up to 50 times stronger than heroin. Therefore, a very tiny amount of fentanyl can prove deadly. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, or enough to kill 500,000 people. Finally, because such a small amount of fentanyl is necessary to create addiction, it is easier to smuggle across the border in smaller, yet much more deadly quantities.

2. This Act would authorize greater consequences for hard drug dealers whose trafficking kills or seriously injures a person who uses those drugs, and it would provide a mechanism to warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

3. This Act would add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine, for which it is illegal to possess the drug while armed with a loaded firearm.

4. This Act would also add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine that authorizes greater consequences for drug dealers who sell large quantities of hard drugs.

5. This Act also permits judges to sentence drug dealers who traffic in large quantities of hard drugs or who are armed with a firearm while trafficking in hard drugs to state prison instead of local county jails. Only our state prisons are equipped to manage security for hardened drug dealers and to provide them the rehabilitation services they need to safely re-enter society.

#### C. Accountability for Repeat Theft and Smash and Grab Thefts

1. Prior to Proposition 47, individuals who repeatedly engaged in theft could be charged with a felony. Prop 47 eliminated this repeat offender felony and instead provided that any theft up to \$950 in value is now a misdemeanor – regardless of how many times the offender has committed theft. In practice, this means that an offender who repeatedly steals up to \$950 in value faces virtually no legal consequences.

2. The result has been an explosion in retail and cargo theft causing stores throughout California to close to protect employees and customers from criminal activity that disrupts the efficient delivery of products directly to consumers and creates billions of dollars in economic losses to our local communities and state. This rapid increase in retail and cargo theft has also contributed to rising inflation, as businesses have been forced to raise prices to account for their economic losses. This retail and cargo theft explosion has collided with the fentanyl epidemic, as hard drug users have engaged in brazen theft to support their drug habits, knowing that there will be no consequences for either their theft or their hard drug use.

3. Under this Act, an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property. Diversion programs will continue to

exist, meaning that judges will retain discretion not to incarcerate an offender even for more than two theft convictions. But prosecutors will have the ability to bring felony charges against hardened, repeat offenders who continue to engage in theft. Judges will have the discretion to sentence a repeat offender to jail in appropriate cases, or to state prison if an offender is convicted four or more times of theft.

4. This Act also authorizes judges to exercise their discretion to impose an enhanced penalty when an offender steals, damages, or destroys property by acting together with two or more offenders or by causing losses of \$50,000 or more. By permitting discretion in these scenarios, judges will be able to fashion sentences that are appropriate for the crime committed, including so-called “smash and grabs” committed by mobs or large groups of people working together.

5. The value of property stolen in multiple thefts will be permitted to be added together so that in appropriate cases an offender may be charged with felony theft instead of petty theft. This provision addresses the problem of offenders who commit a series of thefts in which the property stolen during each theft has a value under the \$950 felony theft threshold, in order to insulate themselves from felony charges.

6. Along with the hard drug provisions in this Act, these theft law changes will stop the vicious cycle of hard drug users stealing to support their habits without legal consequences for their actions.

SECTION 4. Section 11369 is added to the Health & Safety Code to read:

*11369. (a) This section shall be known, and may be cited, as Alexandra’s Law.*

*(b) The court shall advise a person who is convicted of, or who pleads guilty or no contest to, a violation of Section 11351, 11351.5, 11352, 11378, 11378.5, 11379, 11379.5, or 11379.6 involving a hard drug, of the following:*

*“You are hereby advised that it is extremely dangerous and deadly to human life to illicitly manufacture, distribute, sell, furnish, administer, or give away any drugs in any form, including real or counterfeit drugs or pills. You can kill someone by engaging in such conduct. All drugs and counterfeit pills are dangerous to human life. These substances alone, or mixed, kill human beings in very small doses. If you illicitly manufacture, distribute, sell, furnish administer, or give away any real or counterfeit drugs or pills, and that conduct results in the death of a human being, you could be charged with homicide, up to and including the crime of murder, within the meaning of Section 187 of the Penal Code.”*

*(c) The advisory statement shall be provided to the defendant in writing, either on a plea form if used, as an addendum to a plea form, or at sentencing, and the fact that the advisory was given shall be specified on the record and recorded in the abstract of the conviction.*

*(d) (1) Except as provided in paragraph (2), as used in this section, “hard drug” means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.*

*(2) As used in this section “hard drug” does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.*

SECTION 5. Section 11370.1 of the Health & Safety Code is amended to read:

11370.1. (a) Notwithstanding Section 11350 or 11377 or any other provision of law, every person who unlawfully possesses any amount of a substance containing cocaine base, a substance containing cocaine, a substance containing heroin, a substance containing methamphetamine, a substance containing fentanyl, a crystalline substance containing phencyclidine, a liquid substance containing phencyclidine, plant material containing phencyclidine, or a hand-rolled cigarette treated with phencyclidine while armed with a loaded, operable firearm is guilty of a felony punishable by imprisonment in the state prison for two, three, or four years.

(b) Subdivision (a) does not apply to any person lawfully possessing fentanyl, including with a valid prescription.

(c) As used in this subdivision (a), “armed with” means having available for immediate offensive or defensive use.

~~(b)-(d)~~ Any person who is convicted under this section shall be ineligible for diversion or deferred entry of judgment under Chapter 2.5 (commencing with Section 1000) of Title 6 of Part 2 of the Penal Code.

SECTION 6. Section 11370.4 of the Health & Safety Code is amended to read:

11370.4. (a) ~~Any (1) A~~ person convicted of a violation of, or of a conspiracy to violate, Section 11351, 11351.5, or 11352 with respect to a substance containing heroin, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, or cocaine as specified in paragraph (6) of subdivision (b) of Section 11055 shall receive an additional state prison term as follows:

~~(1)Where~~

(A) If the substance exceeds one kilogram by weight, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, the person shall receive an additional term of five years.

~~(3) Where~~

(C) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 10 years.

~~(4) Where~~

(D) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 15 years.

~~(5) Where~~

(E) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 20 years.

~~(6) Where~~

(F) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(b) ~~Any~~ (1) A person convicted of a violation of, or of conspiracy to violate, Section 11378, 11378.5, 11379, or 11379.5 with respect to a substance containing methamphetamine, amphetamine, phencyclidine (PCP) and its analogs shall receive an additional state prison term as follows:

~~(1) Where~~

(A) If the substance exceeds one kilogram by weight, or 30 liters by liquid volume, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, or 100 liters by liquid volume, the person shall receive an additional term of five years.

(3)Where

(C) If the substance exceeds 10 kilograms by weight, or 200 liters by liquid volume, the person shall receive an additional term of 10 years.

(4)Where

(D) If the substance exceeds 20 kilograms by weight, or 400 liters by liquid volume, the person shall receive an additional term of 15 years.

(2) In computing the quantities involved in this subdivision, plant or vegetable material seized shall not be included.

(3) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(c) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351 or 11352 with respect to a substance containing fentanyl shall receive an additional state prison term as follows:

(A) If the substance exceeds 28.35 grams (one ounce) by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds 100 grams by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 500 grams by weight, the person shall receive an additional term of seven years.

(D) If the substance exceeds one kilogram by weight, the person shall receive an additional term of 10 years.

(E) If the substance exceeds four kilograms by weight, the person shall receive an additional term of 13 years.

(F) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 16 years.

(G) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 19 years.

(H) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 22 years.

(I) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(e) (d) The additional terms provided in this section shall not be imposed unless the allegation that the weight of the substance containing heroin, fentanyl, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, cocaine as specified in paragraph (6) of subdivision (b) of Section 11055, methamphetamine, amphetamine, or phencyclidine (PCP) and its analogs exceeds the amounts provided in this section is charged in the accusatory pleading and admitted or found to be true by the trier of fact.

(e) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this section who admits an enhancement pursuant to this section or for whom an enhancement pursuant to this section is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

(d) (f) The additional terms provided in this section shall be in addition to any other punishment provided by law.

(e) (g) Notwithstanding any other ~~provision of~~ law, the court may strike the additional punishment for the enhancements provided in this section if it determines that there are circumstances in mitigation of the additional punishment and states on the record its reasons for striking the additional punishment.

SECTION 7. Article 8 (commencing with Section 11395) is added to Chapter 6 of Division 10 of the Health & Safety Code, to read:

*11395. (a) This section shall be known as the "Treatment-Mandated Felony."*

*(b) (1) Notwithstanding any other law, and except as provided in subdivision (d), a person described in subdivision (c) who possesses a hard drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code. A second or subsequent conviction of this section, is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.*

*(2) A person shall not be sentenced to jail or prison pursuant to this section unless a court determines that the person is not eligible or suitable for treatment or that any other circumstance described in paragraph (4) of subdivision (d) applies to that person.*

*(c) Subdivision (b) applies to a person who has two or more prior convictions for a felony or misdemeanor violation of Sections 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, or 11395, including a conviction that occurred before the effective date of this section. Prior convictions shall be alleged in the accusatory pleading, and either admitted by the defendant in open court or found to be true by the trier of fact.*

*(d) (1)(i) In lieu of a jail or prison sentence, or a grant of probation with jail as a condition of probation, a defendant charged with a violation of this section may elect treatment by pleading guilty or no contest to a violation of this section and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. A defendant's plea of guilty or no contest shall not constitute a conviction for any purpose unless judgment is entered pursuant to paragraph (4) for a violation of this section.*

*(ii) Upon or subsequent to arraignment for a violation of this section, and at the request or with the consent of the defendant or their attorney, the court shall order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant. The expert shall submit a report of the evaluation to the court and parties. The evaluation may be based on an interview of the defendant and/or other individuals with relevant knowledge and review of records the expert deems appropriate, such as medical records, criminal history, prior treatment history, and records pertaining to the current offense. If the defendant participates in the interview, neither the defendant's interview nor evidence derived from the interview may be used against the defendant at any subsequent trial for the instant offense except for the purposes of impeachment should the defendant testify inconsistently. The evaluation shall detail the defendant's drug abuse and/or mental health issues, if any, so the court and parties may better determine appropriate handling of the defendant's case.*

*(iii) Concurrent with the order for a substance abuse and mental health evaluation of the defendant, and with the defendant's consent, the court shall also order that a case worker or other qualified individual determine whether the defendant is eligible to receive Medi-Cal, Medicare, or any other relevant benefits for any programs or evaluations under this section. If the defendant did not previously consent to an eligibility determination at arraignment, the court shall order the eligibility determination upon and as a condition of the defendant's agreement to participate in and complete a treatment program as described in this subdivision.*

*(2) A treatment program may include, but is not limited to, drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate. The court must hold regular hearings to review the progress of the defendant. The court shall make referrals to programs that provide services at no cost to the participant and have been deemed by the court, the drug addiction expert, and*

*the parties to be credible and effective. A defendant may also choose to pay for a program that is approved by the court.*

*(3) Upon the defendant's successful completion of the treatment program as specified in paragraph (2), the positive recommendation of the treatment program, and the motion of the defendant, prosecuting attorney, the court, or the probation department, the court shall dismiss this charge against the defendant and the provisions of Section 1000.4 of the Penal Code, as it read on the effective date of this section, shall apply, including the provision that the arrest upon which the defendant was deferred shall be deemed to have never occurred. A dismissal based on the successful completion of treatment shall not count as a conviction for any purpose, including for determining punishment pursuant to subdivision (b).*

*(4) If at any time it appears that the defendant is performing unsatisfactorily in the program, is not benefiting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a crime that was committed since starting treatment, the prosecuting attorney, the court on its own, or the probation department may make a motion for entry of judgment and sentencing. After notice to the defendant, the court shall hold a hearing to determine whether judgment should be entered and the defendant sentenced. Judgment shall be imposed and the defendant sentenced if the court finds true one or more of the foregoing circumstances. However, except when the defendant has been found to have been convicted of a crime that was committed since starting treatment, the court may re-refer the defendant to treatment if the court finds that it is in the interest of justice to do so, that the defendant is currently amenable to treatment, and if the defendant agrees to participate in, and complete, a treatment program as described in this section.*

*(5) For time spent in residential treatment, a defendant may earn only actual credits pursuant to Section 2900.5 of the Penal Code and shall not earn conduct credits pursuant to Section 4019 of the Penal Code or any other provision. Time spent in any other type of program or counseling is not eligible for any credits.*

*(e) (1) Except as provided in paragraph (2), as used in this section, "hard drug" means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.*

*(2) As used in this section "hard drug" does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.*

*(f) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.*

*(g) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.*

SECTION 8. Section 490.3 is added to the Penal Code to read:

*490.3. Notwithstanding any other law, in any case involving one or more acts of theft or shoplifting, including but not limited to, violations of Sections 459.5, 484, 488, and 490.2, the value of property or merchandise stolen may be aggregated into a single count or charge, with the sum of the value of all property or merchandise being the values considered in determining the degree of theft.*

SECTION 9. Section 666.1 is added to the Penal Code to read:

*666.1. (a) (1) Notwithstanding any other law, a person who has two or more prior convictions for any of the offenses listed in paragraph (2), and who is convicted of petty theft or shoplifting, is punishable by imprisonment in the county jail not exceeding one year or pursuant to subdivision (h) of Section 1170. A second or subsequent conviction of this section is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.*

*(2) This section applies to the following offenses, including a conviction that occurred before the effective date of this section:*

*(A) Petty theft, as described in Section 488 or 490.2.*

*(B) Grand theft, as described in Section 487, 487h, and in Chapter 5 of Title 13 of Part 1 of the Penal Code (commencing with Section 484).*

*(C) Theft from an elder or dependent adult, as described in Section 368.*

*(D) The theft or unauthorized use of a vehicle, as described in Section 10851 of the Vehicle Code.*

*(E) Burglary, as described in Section 459.*

*(F) Carjacking, as described in Section 215.*

*(G) Robbery, as described in Section 211.*

*(H) Receiving stolen property, as described in Section 496.*

*(I) Shoplifting, as described in Section 459.5.*

*(J) Identity theft and mail theft, as described in Section 530.5.*

*(b) A person subject to charging under this section or actually charged with this section may be referred by a prosecuting attorney's office or by a county probation department to a theft diversion or deferred entry of judgment program pursuant to Section 1001.81. If appropriate, a person admitted to such a program may also be referred to a substance abuse treatment program.*

*(c) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.*

*(d) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.*

SECTION 10. Section 12022 of the Penal Code is amended to read:

12022. (a) (1) Except as provided in subdivisions (c) and (d), a person who is armed with a firearm in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one year, unless the arming is an element of that offense. This additional term shall apply to a person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with a firearm, whether or not the person is personally armed with a firearm.

(2) Except as provided in subdivision (c), and notwithstanding subdivision (d), if the firearm is an assault weapon, as defined in Section 30510 or 30515, or a machinegun, as defined in Section 16880, or a .50 BMG rifle, as defined in Section 30530, the additional and consecutive term described in this subdivision shall be three years imprisonment pursuant to subdivision (h) of Section 1170 whether or not the arming is an element of the offense of which the person was convicted. The additional term provided in this paragraph shall apply to any person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with an assault weapon, machinegun, or a .50 BMG rifle, whether or not the person is personally armed with an assault weapon, machinegun, or a .50 BMG rifle.

(b) (1) A person who personally uses a deadly or dangerous weapon in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for one year, unless use of a deadly or dangerous weapon is an element of that offense.

(2) If the person described in paragraph (1) has been convicted of carjacking or attempted carjacking, the additional term shall be in the state prison for one, two, or three years.

(3) When a person is found to have personally used a deadly or dangerous weapon in the commission of a felony or attempted felony as provided in this subdivision and the weapon is

owned by that person, the court shall order that the weapon be deemed a nuisance and disposed of in the manner provided in Sections 18000 and 18005.

(c) *(1)* Notwithstanding the enhancement set forth in subdivision (a), a person who is personally armed with a firearm in the commission of a violation or attempted violation of Section 11351, 11351.5, 11352, 11366.5, 11366.6, 11378, 11378.5, 11379, 11379.5, or 11379.6 of the Health and Safety Code shall be punished by an additional and consecutive term of imprisonment in the state prison ~~pursuant to subdivision (h) of Section 1170~~ for three, four, or five years.

*(2) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this subdivision who admits an enhancement pursuant to this subdivision or for whom an enhancement pursuant to this subdivision is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.*

(d) Notwithstanding the enhancement set forth in subdivision (a), a person who is not personally armed with a firearm who, knowing that another principal is personally armed with a firearm, is a principal in the commission of an offense or attempted offense specified in subdivision (c), shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

(e) For purposes of imposing an enhancement under Section 1170.1, the enhancements under this section shall count as a single enhancement.

(f) Notwithstanding any other provision of law, the court may strike the additional punishment for the enhancements provided in subdivision (c) or (d) in an unusual case where the interests of justice would best be served, if the court specifies on the record and enters into the minutes the circumstances indicating that the interests of justice would best be served by that disposition.

SECTION 11. Section 12022.6 is added to the Penal Code to read:

*12022.6. (a) When any person takes, damages, or destroys any property in the commission or attempted commission of a felony, or commits a felony violation of Section 496, the court shall impose a term in addition and consecutive to the punishment prescribed for the felony or attempted felony of which the defendant has been convicted, as follows:*

*(1) If the loss or property value exceeds fifty thousand dollars (\$50,000), the court shall impose an additional term of one year.*

*(2) If the loss or property value exceeds two hundred thousand dollars (\$200,000), the court shall impose an additional term of two years.*

*(3) If the loss or property value exceeds one million dollars (\$1,000,000), the court shall impose an additional term of three years.*

*(4) If the loss or property value exceeds three million dollars (\$3,000,000), the court shall impose an additional term of four years.*

*(5) For every additional loss or property value of three million dollars (\$3,000,000), the court shall impose a term of one year in addition to the term specified in paragraph (4).*

*(b) In any accusatory pleading involving multiple charges of taking, damage, or destruction, or multiple violations of Section 496, the additional terms provided in this section may be imposed if the aggregate losses to the victims or aggregate property values from all felonies exceed the amounts specified in this section and arise from a common scheme or plan. All pleadings under this section shall remain subject to the rules of joinder and severance stated in Section 954.*

*(c) The additional terms provided in this section shall not be imposed unless the facts relating to the amounts provided in this section are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.*

*(d) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.65.*

SECTION 12. Section 12022.65 is added to the Penal Code to read:

*12022.65. (a) Any person who acts in concert with two or more persons to take, attempt to take, damage, or destroy any property, in the commission or attempted commission of a felony shall be punished by an additional and consecutive term of imprisonment of one, two, or three years.*

*(b) The additional term provided in this section shall not be imposed unless the existence of the facts required in subdivision (a) are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.*

*(c) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.6.*

SECTION 13. Section 12022.7 of the Penal Code is amended to read:

*12022.7. (a) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three years.*

*(b) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony which causes the victim to*

become comatose due to brain injury or to suffer paralysis of a permanent nature shall be punished by an additional and consecutive term of imprisonment in the state prison for five years. As used in this subdivision, "paralysis" means a major or complete loss of motor function resulting from injury to the nervous system or to a muscular mechanism.

(c) Any person who personally inflicts great bodily injury on a person who is 70 years of age or older, other than an accomplice, in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for five years.

(d) Any person who personally inflicts great bodily injury on a child under the age of five years in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for four, five, or six years.

(e) Any person who personally inflicts great bodily injury under circumstances involving domestic violence in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three, four, or five years. As used in this subdivision, "domestic violence" has the meaning provided in subdivision (b) of Section 13700.

(f) (1) As used in this section, "great bodily injury" means a significant or substantial physical injury.

(2) As used in this section, a person who sells, furnishes, administers, or gives away a controlled substance is deemed to have personally inflicted great bodily injury when the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance.

(g) This section shall not apply to murder or manslaughter or a violation of Section 451 or 452. Subdivisions (a), (b), (c), and (d) shall not apply if infliction of great bodily injury is an element of the offense.

(h) The court shall impose the additional terms of imprisonment under either subdivision (a), (b), (c), or (d), but may not impose more than one of those terms for the same offense.

SECTION 14. Chapter 36 (commencing with Section 7599.200) is added to Division 7 of Title 1 of the Government Code, to read:

*7599.200. (a) This section shall be known as "Funding for the Homelessness, Drug Addiction, and Theft Reduction Act."*

*(b) From monies disbursed to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code and Section 6046.2 of the Penal Code, the Board of State and Community Corrections may allocate appropriate funds to counties and local governments for programs specified in Section 11395 of the Health and Safety Code. This provision shall not preclude funding for this Act from any other source, including but not limited to the Local Revenue Fund 2011 established under Government Code Section 30025 and other such funds designated for substance abuse and mental health treatment.*

*(c) A defendant charged with a treatment-mandated felony is eligible for any appropriate Medi-Cal or Medicare programs or services, including but not limited to those described in Government Code Section 30025(f)(16)(B)(iii)-(v), for the defendant's programs specified in Section 11395 of the Health and Safety Code. A county or local government may contract directly with the State Department of Healthcare Services or any other applicable State agency to provide for the provision or administration of any applicable Medi-Cal or Medicare treatment programs.*

#### SECTION 15. Amendments

(a) Except as provided in subdivision (b), this Act shall not be amended by the Legislature except by a statute that furthers the purposes, intent, findings, and declarations of the Act and is passed in each house by roll call vote entered in the journal, two-thirds of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

(b) The Legislature may, by majority vote, amend Section 11369 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of convictions to which it applies, and may, by majority vote, amend Section 11395 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of applicable prior convictions, and may, by majority vote, amend Section 666.1 of the Penal Code only to expand the list of applicable prior convictions.

#### SECTION 16. Severability

If any provision of this Act, or any part of any provision, or the application of any provision or part to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications of provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

#### SECTION 17. Conflicting Initiatives

(a) This Act creates a new drug treatment statute and changes the penalties for career and serial thieves. In the event that this Act and another initiative measure or measures relating to the same subject appear on the same statewide ballot, the provisions of the other measure or measures

shall be deemed to be in conflict with this measure. In the event this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.