

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, October 1, 2024, 7:00 p.m.

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

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

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

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

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

How to Submit Public Comment:

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

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

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

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

如何提交公众评论意见：

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

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

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

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

1. CALL TO ORDER

2. INVOCATION

Reverend Darwin Ng, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE

Joe “Peppy” Sciarra, World War II Veteran and Arcadia Resident

4. ROLL CALL OF CITY COUNCIL MEMBERS

Dr. Michael Cao, Mayor
Sharon Kwan, Mayor Pro Tem
Paul P. Cheng, Council Member
April A. Verlato, 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 an adoptable dog by Kevin McManus of the Pasadena Humane Society.
- b. Presentation of Mayor’s Certificate to Santa Anita Little League teams - State Championship.
- c. Presentation of Fire Prevention Week Proclamation.
- d. Presentation of the American Councils for International Education’s Young Southeast Asian Leaders Initiative (“YSEALI”) Sustainable Development and the Environment Fellows in the City of Arcadia.

8. PUBLIC HEARING

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

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

- a. Temporary Use Permit No. TUP 24-16 for Apex Global Group Inc. to host the 2024 Los Angeles Lantern Art Expo at the south parking lot of Santa Anita Park (285 W. Huntington Drive).
CEQA: Exempt
Recommended Action: Approve

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

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

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

11. CONSENT CALENDAR

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

- a. Special and Regular Meeting Minutes of September 17, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7593 acknowledging receipt of a report made by the Fire Chief of the Arcadia Fire Department regarding inspections of certain occupancies required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7598 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027, and Resolution No. 7599 amending the Fiscal Year 2024-25 General Fund Operating Budget, authorizing a budget appropriation in the amount of \$1,854,000 for costs associated with adoption of Resolution No. 7598.
CEQA: Not a Project
Recommended Action: Adopt

- d. Authorize payment for the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority Fiscal Year 2024-25 membership cost in the amount of \$141,662 and approve annual membership payments for an additional three years, including annual increases of up to 15% each year.
CEQA: Not a Project
Recommended Action: Authorize and Approve
- e. Professional Services Agreement with Trovao and Associates, Inc. DBA The Christmas Light Guy Company to provide holiday decorations for the 2024 holiday season in the amount of \$45,000.
CEQA: Not a Project
Recommended Action: Approve
- f. Reject all bids received for the Baldwin Avenue Rehabilitation Improvements, Baldwin Avenue at Longden Avenue Traffic Signal Improvements, and Traffic Signal Fiber Optics Network Extensions Project, and direct staff to rebid the project.
CEQA: Not a Project
Recommended Action: Approve
- g. Purchase Order with Liebert Cassidy Whitmore for Auditing Services related to the Fair Labor Standards Act ("FLSA") in an amount not to exceed \$125,000.
CEQA: Not a Project
Recommended Action: Approve
- h. Purchase Order with Calgon Carbon Corporation for Carbon Exchange Services for the Live Oak Granular Activated Carbon Treatment System in the amount of \$214,326.
CEQA: Exempt
Recommended Action: Waive Formal Bid Process and Approve
- i. Accept all work performed by GRBCON Incorporated for the Valve Replacement Project as complete.
CEQA: Exempt
Recommended Action: Approve

12. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, October 15, 2024, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

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

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

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

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

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

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

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

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

欢迎参加阿凯迪亚市议会会议!

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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



City of Arcadia

PROCLAMATION

WHEREAS, the city of Arcadia is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Arcadia residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Arcadia residents should test smoke alarms at least once a month.

WHEREAS, the 2024 Fire Prevention Week theme, “Smoke alarms: Make them work for you.” serves to remind us of the importance of having working smoke alarms in the home.

NOW THEREFORE, I, Dr. Michael Cao, Mayor of Arcadia, do hereby proclaim October 6–12, 2024, as

FIRE PREVENTION WEEK

in the City of Arcadia and urge our residents to make sure their homes have working smoke alarms, and to support the many public safety activities and efforts of Arcadia’s fire and emergency services.



*Dated this
1st Day of October, 2024*

Dr. Michael Cao, Mayor



STAFF REPORT

Development Services Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: TEMPORARY USE PERMIT NO. TUP 24-16 FOR APEX GLOBAL GROUP INC. TO HOST THE 2024 LOS ANGELES LANTERN ART EXPO AT THE SOUTH PARKING LOT OF SANTA ANITA PARK (285 W. HUNTINGTON DRIVE)
CEQA: Exempt
Recommendation: Approve

SUMMARY

On August 14, 2024, the Applicant, Jimmy Hoang, representing Apex Global Group Inc., obtained an approval for a Temporary Use Permit (“TUP 24-13”) for a multi-day event (Lantern Art Expo) that would include lantern displays, live performances, merchandise booths, food, and drinks to be held within the south parking lot of Santa Anita Park (refer to Attachment No. 1 – Temporary Use Permit No. TUP 24-13). As originally approved, the event proposed to host a maximum of 9,500 people per day, with a footprint of approximately 236,000 square feet. However, after the approval, the Applicant requested to increase the attendance limit to a maximum of 18,000 people per day, and to expand the event dates to also include all weekdays for lanterns to be on display for viewing, including an additional day (October 17 for a soft opening). The area of the event was also requested to be expanded to approximately 340,000 square feet.

Given the significant scope of the expansion, a new TUP application and fee was required for the evaluation of the request, and it is required that this TUP be reviewed by the City Council. As such, the Applicant is requesting approval for Temporary Use Permit (“TUP 24-16”) for the proposed increase. It is recommended that the City Council approve Temporary Use Permit No. TUP 24-16, subject to the conditions of approval listed in this staff report.

BACKGROUND

The Applicant has previously held lantern art events in China; however, this is their first time organizing this event in the United States. The event will aim to promote cultural

exchange and appreciation through display of lantern art, including live performances, music, food, and drinks to help bring people together. This year's theme will be the "Chang'an Lantern Festival". The organizers also plan to incorporate several Halloween-themed lanterns during the Halloween period. As noted, the Lantern Expo will be located in the south parking lot area, accessed from S. Baldwin Avenue via Gate No. 8, and W. Huntington Drive via Gate No. 3. Santa Anita Park currently has an approved Temporary Use Permit for a Horse Show/World Cup Qualifier event that will overlap with the Lantern Art Expo from November 1 through November 17. However, the Horse Show will be located within the infield area and will utilize the north parking lot, accessed from Colorado Place through Gates 5 and 6. This event is on the opposite side of the Lantern Art Expo location. Given their isolated locations and access, no issues are identified because of the concurrent events.

DISCUSSION

The Development Code allows for temporary uses to occur throughout Arcadia subject to review and approval by the City. Events at the Racetrack that will host 10,000 or more people require a public hearing before the City Council. This is the same process that has been utilized for previous events such as the 626 Night Market and Circus Vargas.

The Lantern Art Expo will be held at the south parking lot at Santa Anita Park, approximately 170 feet north of W. Huntington Drive (refer to Attachment No. 2 - Event Map). The event was originally located significantly closer to the street; however, with the proposed expansion, the Applicant was required to relocate the entire event further north and away from the residential area across Huntington Drive to reduce and prevent potential noise impacts. This is in addition to conditions of approval requiring compliance with the City's Noise Ordinance and additional required measures to control amplified sound.

The site will have access from W. Huntington Drive as well as S. Baldwin Avenue. The event will commence on Thursday, October 17, 2024, with an introductory tour of approximately 100 attendees by invitation only. The event will then be open to the public from October 18 through November 17, 2024. The hours of the event will be from 4:00 p.m. to 11:00 p.m. During weekdays, excluding Fridays and Halloween, the event will have lanterns on display for viewing only without any live entertainment or activities. All tickets will be sold online prior to the event dates. The Lantern Expo will provide 20 staff and security personnel, including onsite Law Enforcement presence and a Fire Engine, during each event day as required by the Arcadia Police and Fire Departments. Additional safety measures, including, but not limited to, perimeter safety fencing, metal detectors at each entry, and security surveillance cameras, will be required.

Given previous events at Santa Anita Park with similar and larger volumes, ample parking will be available to accommodate the event. However, Santa Anita Park has also approved an onsite additional parking area for the event should the need arise.

As noted, this request has been reviewed by the Fire Department, Police Department, Planning and Building Services, Engineering Services, and the Public Works Services Department. While specific safety requirements and conditions are included, no concerns were raised by any of the departments for the requested permit. It is recommended that the following Conditions of Approval be stipulated for the event:

1. The Applicant shall limit attendance to a maximum of 18,000 people per day. All tickets to be sold online.
2. The full-featured event dates with activities for the “Lantern Art Expo” shall be October 17-20, October 25-27, October 30 and 31, November 1-3, November 8-10, and November 15-17.
3. The viewing only dates without activities for the “Lantern Art Expo” shall be October 21-24, October 28 and 29, November 4-7, and November 11-14.
4. The hours for the “Lantern Art Expo” shall be from 4:00 p.m. to 11:00 p.m.
5. The event setup and preparation dates shall be from October 4 to October 16, with event takedown from November 18 to November 25.
6. Alcoholic beverages shall only be provided by the Santa Anita Park and its sale and consumption shall remain within the enclosed and guarded event area per the approved Site Plan for this TUP 24-16.
7. Speakers and all amplified sound shall be directed away from residential properties and all amplified entertainment shall end by 11:00 p.m. The use of any sound amplifying equipment, including, but not limited to, the public address (“PA”) systems, microphone, and loudspeakers, shall adhere to City of Arcadia Municipal Code, Article IV, Chapter 6 - Noise Regulations.
8. The Applicant shall hold the event in accordance with the approved layout. Any significant change to the layout, including the location of the event, shall be subject to the review and approval by the Deputy Development Services Director or their designee.
9. The event organizer must obtain a business license to cover all vendors and all related independent contractors. A list of vendors and any related independent contractors, including Seller's Permit numbers, shall be provided to the Business License Division prior to the first day of the event. For sales tax purposes, all sales

shall be reported to the California Department of Tax and Fee Administration (“CDTFA”) as having occurred in the City of Arcadia.

10. An Outdoor Assembly Permit and inspection are required by the Arcadia Fire Marshal or their designee prior to commencement for each 3-day, and 2-day event sessions.
11. The following shall be provided to the Arcadia Fire Department at least one week prior to each 3-day and 2-day event sessions:
 - a) All food vendor tents shall have access to either a 40B:C or Class K fire extinguisher. The locations and specifications of tents and any other assemblies, including fire extinguishers, generators, and vehicles that are to be provided for each event and, the tents and all other assemblies are to be available for inspection prior to each 3-day and 2-day event sessions.
 - b) A layout plan showing that facilities used for cooking shall be situated a minimum distance of 10 feet from any tents, canopies, or other cooking facilities.
 - c) The storage of fuel, whether diesel or gasoline, shall be off-site. Vendors may bring fuel to their area on an as-needed basis.
 - d) All Liquefied Petroleum Gas (LPG) storage locations shall be secured from the public. All tanks shall be secured to avoid falling.
 - e) Cooking under tents shall be prohibited.
 - f) Any cooking operations conducted between canopies shall be provided with a minimum 18-inch clearance to all combustible materials.
 - g) Combustible flooring materials such as plastic tarpaulins, visqueen, or cardboard shall not be allowed in cooking areas. The use of flame-retardant mats may be used on a case-by-case basis to the satisfaction of the Fire Marshal or their designee.
 - h) All food vendors utilizing a generator shall provide a minimum clearance of three feet (3'-0”) from combustible materials.
 - i) A layout plan that shows a minimum of three (3) emergency exits from the area. Exit wayfinding signage and adequate lighting for all exit paths shall be provided for the public as specified by the Arcadia Fire Department. The signage shall be provided in at least two languages: English and Chinese.
 - j) An emergency vehicle access plan shall be provided showing two points of access.
12. At the Applicant's expense, a Fire Engine per the Arcadia Fire Department shall be assigned to each daily event starting 1/2 hour before and ending 1/2 hour after normal operating hours.

13. At the Applicant's expense, a minimum of two (2) EMT and two (2) paramedic personnel shall be provided at every event during the event hours. Paramedics and EMTs shall be provided from an approved Los Angeles County licensed ambulance company that has at a minimum approval as an EMT Automated External Defibrillator service provider in the State of California and Los Angeles County. Licenses, accreditation, and certifications are subject to verification by the Arcadia Fire Department, per Los Angeles County Department of Health Services Reference No. 842 - "Mass Gathering and Special Events Interface with Emergency Medical Services".
14. A Medical Action Plan shall be submitted to and approved by the Arcadia Fire Department prior to the first event.
15. The event venue area shall be enclosed with an 8'-0" high perimeter fence with privacy screening. The fencing shall not interfere with any egress routes required by the City's Fire Marshal.
16. Unless determined during the events by the Arcadia Police Department that a greater number of Officers are required, at least two (2) Officers of the Arcadia Police Department, or Officers from outside agencies, shall be assigned to the events and provide services, as deemed necessary by the Arcadia Police Chief or their designee. Officers will be required during all full-featured event days unless otherwise determined that the display only days shall also require Law Enforcement presence. Additionally, there shall be up to three (3) Live View Technology surveillance camera trailers installed in or around the event venue and monitored remotely by the Police Department. All expenses related to the compliance of this condition shall be the responsibility of the Applicant. If the event is delayed or cancelled with less than 24 hours' notice, the Applicant will be billed at the City of Arcadia rate (6 hours) or the outside agency rate. Additional fees incurred for travel times from outside agencies shall also be the Applicant's responsibility.
17. An electrical permit must be obtained prior to the first day of the event from the Building Division for all electrical installations, including generators, lighting, and audio equipment, and shall comply with the 2022 California Electrical Code.
18. All electrical equipment within the site shall be adequately barricaded so as not to allow any unauthorized personnel to access any electrical connections and or controls subject to inspection by the Building Division.
19. Metal detector(s) shall be installed at the entrance(s) of the event venue.

20. All light towers and generators shall be provided with a driven electrical ground rod, exterior receptacles shall be GFCI protected, and all extension cords shall be adequately protected from hazardous conditions subject to inspection by the Building Division prior to operation.
21. Stages over 30 inches above grade that cover an area greater than 120 square feet shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Division.
22. Care shall be taken to provide accessible parking, paths of travel, and equivalent facilitation for the event. This includes portable (or handicap accessible) restrooms and lavatories if any are provided. Ensure that a minimum of 5% of all activities are ADA accessible and meet California's accessibility requirements.
23. The event shall provide sufficient trashcans throughout the facility.
24. All fats, oils, and grease shall be properly disposed of by all food vendors.
25. No signs are permitted on the City medians or parkways, or any other City property. Any signs or banners to be posted on the subject property shall be subject to review and approval by the Development Services Director or their designee.
26. The Applicant/Event shall inform all ticket holders that when arriving by vehicle, to utilize the preferred entry point via Gate No. 3, located at the intersection of W. Huntington Drive and Holly Avenue.
27. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with TUP 24-16 ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document

relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings, and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

28. Approval of this TUP 24-16 shall not be of effect unless the Property Owner and the Applicant have executed and filed the Acceptance Form to indicate awareness and acceptance of these conditions of approval prior to commencement of the Lantern Art Expo.

FINDINGS

Pursuant to Development Code Section 9107.23.080, a Temporary Use Permit may be approved if all the following findings can be made.

- 1. The operation of the requested temporary use at the location proposed, within the time period specified, and subject to appropriate conditions will not jeopardize, endanger, or otherwise constitute a menace to the public convenience, health, safety, or general welfare.**

Facts in Support of the Finding: The parking lot area being utilized for the proposed Lantern Art Expo can accommodate the proposed event. The proposed event will not jeopardize, endanger, or otherwise constitute a menace to the public convenience, health, safety, or general welfare. The event will be held in the south parking lot area, adjacent to W. Huntington Drive and located approximately 170 feet from the street curb. This will provide a significant distance from the multi-family residential uses located south of W. Huntington

Avenue, and approximately 360 feet from the event area. The event will include amplified sound; however, such sound is not to exceed the decibel level that is allowed in the City's Municipal Code. The hours of the event will be from 4:00 p.m. to 11:00 p.m. and will include onsite Fire Department, Paramedic, EMT, and Law Enforcement presence at all times.

- 2. The proposed site is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the site.**

Facts in Support of the Finding: The south parking lot at Santa Anita Park includes adequate size and shape to accommodate the proposed Lantern Art Expo that includes live performance, merchandise and food vendors, as well as parking. The site will also provide a designated overflow parking area. Santa Anita Park has hosted several events within this general area with much larger attendance volumes such as the 626 Night Market with approximately 30,000 attendees without any notable negative effects. The proposed Lantern Art Expo will be required to follow the same operational characteristics as previous events to ensure that no detriment to the use and enjoyment of surrounding properties will occur.

- 3. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use will or could reasonably be expected to generate.**

Facts in Support of the Finding: The south parking lot at Santa Anita Park is served by two major streets; N. Baldwin Avenue and W. Huntington Drive which are both adequate in width and pavement type to carry the vehicle traffic generated by the proposed Lantern Art Expo.

- 4. Adequate temporary parking to accommodate vehicular traffic to be generated by the temporary use will be available either onsite or at alternate locations acceptable to the Director.**

Facts in Support of the Finding: Parking for the proposed Lantern Art Expo will be provided onsite. Santa Anita Park includes large parking areas south of the racetrack with four (4) separate areas that have been approved by the Santa Anita Park specifically for this event. To accommodate any overflow, a designated onsite parking area has also been provided and approved by Santa Anita Park for this event. As such, this temporary use for the proposed Lantern Art Expo is not expected to generate any parking issue on the site.

- 5. The location for the proposed temporary use would not adversely interfere with existing uses on the subject property and would not impede or**

adversely impact pedestrian access ways and/or vehicular circulation patterns.

Facts in Support of the Finding: The south parking lot at Santa Anita Park will not be utilized for any other event during the proposed Lantern Art Expo days and times. While Santa Anita Park does have a City-approved Temporary Use Permit for a Horse Show/World Cup Qualifier overlapping with the Lantern Art Expo days (November 1 through November 17), the Horse Show/World Cup Qualifier event will be located in the infield area with its designated parking and access at the north side of the Park, which is opposite from the area where the Lantern Art Expo will be held. As such, the location of the proposed Lantern Art Expo would not interfere with the existing uses on the subject site. Additionally, there are no scheduled horse racing or any other events during the proposed Lantern Art Expo times from 4:00 p.m. to 11:00 p.m.

6. The applicant agrees in writing to comply with any and all of the conditions imposed by the Review Authority in the approval of the Temporary Use Permit.

Facts in Support of the Finding: As required with all approvals and per Condition of Approval No. 29, the Applicant will be required to execute an Acceptance Form, indicating acceptance of the Conditions of Approval.

Based on the foregoing as well as the submitted application materials, all required findings can be made.

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt from the California Environmental Quality Act (“CEQA”) under Section 15304(e) of the CEQA Guidelines, a temporary use having no permanent effect on the environment. A Preliminary Exemption Assessment is included as Attachment No. 3.

PUBLIC NOTICE/COMMENTS

Public hearing notices for this item were mailed on September 19, 2024, to the property owners within 1,000 feet of the subject site. As of September 27, 2024, staff did not receive any public comments on this temporary use permit application.

FISCAL IMPACT

There is no significant Fiscal Impact expected as a result of this event. Some revenue will be generated by business license fees as well as sales tax collected from the event.

Additionally, all City Services required for the event, such as Police, Fire, and Life Safety Services, will be paid by the Applicant.

RECOMMENDATION

It is recommended that the City Council adopt the required findings and approve Temporary Use Permit No. TUP 24-16, with a Categorical Exemption from the California Environmental Quality Act ("CEQA") per Section 15304(e), and allow the proposed Lantern Art Expo with a maximum attendance of 18,000 people to be located at the south parking lot of Santa Anita Park (285 W. Huntington Drive) commencing on Thursday October 17, 2024, and concluding on November 17, 2024, subject to the recommended Conditions of Approval.

Approved:



Dominic Lazzaretto
City Manager

- Attachment No. 1: Temporary Use Permit No. TUP 24-13
- Attachment No. 2: Event Map (approved by the Fire Department) and selected images of the Event
- Attachment No. 3: Preliminary Exemption Assessment

Attachment No. 1

Temporary Use Permit (TUP 24-13)



City of Arcadia

Development Services Department

Jason Kruckeberg
*Assistant City Manager/
Development Services
Director*

August 14, 2024

Apex Global Groups Inc.
5388 Arrow Highway
Montclair, CA 91763

SUBJECT: Temporary Use Permit No. TUP 24-13 (Lantern Art Expo)

PROJECT ADDRESS: 285 W. Huntington Drive (Santa Anita Park – South Parking Lot, Gates 3 & 8)

Dear Applicant:

The Development Services Department has **conditionally approved** this Temporary Use Permit to allow a multi-day event (Lantern Art Expo), that would include lantern displays, live performance, and booths for merchandise, food, and drinks. The event will be located within the south parking lot of Santa Anita Park, utilizing Gates Nos. 3 and 8. The approved dates are October 18-20, October 25-27, October 30 and 31, November 1-3, November 8-10, and November 15-17. The conditions of approval are as follows:

1. The dates for the “Lantern Art Expo” shall be October 18-20, October 25-27, October 30 and 31, November 1-3, November 8-10, and November 15-17.
2. The hours for the “Lantern Art Expo” shall be from 4:00 p.m. to 11:00 p.m.
3. The event setup and preparation will be from October 4th to October 16th, and event takedown will be from November 18th to November 25th.
4. Service for alcoholic beverages shall end at 11:00 p.m. on weekdays and Saturdays, and at 10:00 p.m. on Sundays.
5. Speakers and any amplified sound shall be directed away from residential properties and all amplified entertainment shall end by 11:00 p.m. The use of any sound amplifying equipment, including but not limited to the public address (PA) systems, microphone, and loudspeakers shall adhere to City of Arcadia Municipal Code, Article IV, Chapter 6 - Noise Regulations. Any such amplified sound shall not exceed 55 decibels (dBA).
6. The Applicant shall limit attendance to a maximum of 9,500 people per day. All tickets to be sold online.
7. Alcoholic beverages shall only be provided by the Santa Anita Park and its sale and consumption shall remain within the designated, enclosed, and guarded area per the approved Site Plan for this TUP 24-13.

240 West Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 574-5415
(626) 447-3309 Fax
www.ArcadiaCA.gov

8. The Applicant shall hold the event in accordance with the approved layout. Any significant change to the layout, including the location of the event shall be subject to the review and approval of the Deputy Development Services Director or designee.
9. The event organizer must obtain a business license to cover all vendors and all related independent contractors. A list of vendors and any related independent contractors including Seller's Permit numbers shall be provided to the Business License Division prior to the first day of the event. For sales tax purposes, all sales shall be reported to the California Department of Tax and Fee Administration (CDTFA) as having occurred in the City of Arcadia.
10. An Outdoor Assembly Permit and inspection are required by the Arcadia Fire Marshal or designee prior to commencement for each 3-day, and 2-day event sessions.
11. The following shall be provided to the Arcadia Fire Department at least one week prior to each 3-day and 2-day event sessions:
 - a) All food vendor tents shall have access to either a 40: BC or Class K fire extinguisher. The locations and specifications of tents and any other assemblies, including fire extinguishers, generators, and vehicles that are to be provided for each event and, the tents and all other assemblies are to be available for inspection prior to each 3-day and 2-day event sessions.
 - b) A layout plan showing that facilities used for cooking shall be situated a minimum distance of 10 feet from any tents, canopies, or other cooking facilities.
 - c) The storage of fuel, whether diesel or gasoline, shall be off-site. Vendors may bring fuel to their area on an as-needed basis.
 - d) All Liquefied Petroleum Gas (LPG) storage locations shall be secured from the public. All tanks shall be secured to avoid falling.
 - e) Cooking under tents shall be prohibited.
 - f) Any cooking operations conducted between canopies shall be provided with a minimum 18-inch clearance to all combustible materials.
 - g) Combustible flooring materials such as plastic tarpaulins, visqueen, or cardboard shall not be allowed in cooking areas. The use of flame-retardant mats may be used on a case-by-case basis to the satisfaction of the Fire Marshal or designee.
 - h) All food vendors utilizing a generator shall provide a minimum clearance of three feet (3'-0") from combustible materials.
 - i) A layout plan that shows a minimum of three (3) emergency exits from the area. Exit way-finding signage and adequate lighting for all exit paths shall be provided for the public as specified by the Arcadia Fire Department. The signage shall be provided in at least the two languages of English and Chinese.
 - j) An emergency vehicle access plan shall be provided showing two points of access.

12. At the Applicant's expense, an Arcadia Fire Department Fire Safety Officer shall be provided at every event during the event hours.
13. At the Applicant's expense, a minimum of two (2) EMT and two (2) paramedic personnel shall be provided at every event during the event hours. Paramedics and EMTs shall be provided from an approved Los Angeles County licensed ambulance company that has at a minimum approval as an EMT Automated External Defibrillator service provider in the State of California and Los Angeles County. Licenses, accreditation, and certifications are subject to verification by the Arcadia Fire Department, per Los Angeles County Department of Health Services Reference No. 842 - "Mass Gathering and Special Events Interface with Emergency Medical Services".
14. A Medical Action Plan shall be submitted to and approved by the Arcadia Fire Department prior to the first event.
15. The event venue area shall be enclosed with an 8'-0" high perimeter fence with privacy screening. The fencing shall not interfere with any egress routes required by the City's Fire Marshal
16. At the Applicant's expense, at least two (2) Officers of the Arcadia Police Department or Officers from outside agencies shall be assigned to the events and provide services, as deemed necessary by the Arcadia Police Chief or designee.
17. An electrical permit must be obtained prior to the first day of the event from the Building Division for all electrical installations, including generators, lighting, and audio equipment, and shall comply with the 2022 California Electrical Code.
18. All electrical equipment within the site shall be adequately barricaded so as not to allow any unauthorized personnel to access any electrical connections and or controls subject to inspection by the Building Division.
19. Metal detector(s) shall be installed at the entrance(s) of the event venue.
20. All light towers and generators shall be provided with a driven electrical ground rod, exterior receptacles shall be GFCI protected, and all extension cords shall be adequately protected from hazardous conditions subject to inspection by the Building Division prior to operation.
21. Stages over 30-inches above grade that cover an area greater than 120 square feet shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Division.
22. Care shall be taken to provide accessible parking, paths of travel, and equivalent facilitation for the event. This includes portable (or handicap accessible) restrooms and lavatories if any are provided. Ensure that a minimum of 5% of all activities are ADA accessible and meet California's accessibility requirements.
23. The event shall provide sufficient trashcans throughout the facility.
24. All fats, oils, and grease shall be properly disposed of by all food vendors.

25. No signs are permitted on the City medians or parkways, or any other City property. Any signs or banners to be posted on the subject property shall be subject to review and approval by the Development Services Director or designee.
26. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with TUP 24-13 ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

There is a ten (10) day appeal period for this application. To file an appeal, a completed Appeal Application form must be submitted to the Development Service Department along with a \$728.00 appeal fee by 5:30 p.m. on August 26, 2024. You will be notified if an appeal is filed.

Approval of TUP 24-13 shall not be of effect unless the Property Owner and the Applicant have executed and filed the enclosed Acceptance Form to indicate awareness and acceptance of these conditions of approval. If the Acceptance Form is not received by **September 13, 2024**, this approval will become null and void and all fees will be forfeited.

If you have any questions regarding this approval, please contact me at (626) 574-5422 or by email at gyesayan@ArcadiaCA.gov. Thank you.

Sincerely,

DEVELOPMENT SERVICES DEPARTMENT
Community Development Division / Planning Services



Gary Yesayan
Associate Planner

Enclosed: Acceptance Form

- c: Los Angeles Turf Club, Inc., (dba: Santa Anita Park), Property Owner
- Jason Kruckeberg, Assistant City Manager/Development Services Director
- Lisa L. Flores, Deputy Development Services Director
- Paul Cranmer, Public Works Services Director
- Mark Krikorian, Fire Marshal
- Ryan Mulhall, Police Sergeant
- Dan Crowther, Police Captain
- Kevin Merrill, City Engineer
- Ken Fields, Building Official
- Alejandra Smith, Business License Officer



**CITY OF ARCADIA
ACCEPTANCE FORM**

Development Services Department
Community Development Division-Planning Services
240 West Huntington Drive
Arcadia, CA 91007

APPLICATION NO.: Temporary Use Permit No. TUP 24-13 (Lantern Art Expo)

SUBJECT PROPERTY: 285 W. Huntington Drive
(Santa Anita Park – South Parking Lot, Gates 3 & 8)

I am/We are the applicant(s), and the owner(s), or the duly authorized representative(s) of the owner(s), respectively, of the project and real property that is the subject of the above application(s).

I am/We are aware of, understand, and accept, all the provisions and conditions imposed upon the project and real property that is the subject of the above application(s), and also understand that noncompliance with said provisions and conditions shall constitute grounds for the immediate suspension or revocation of any approvals granted through said application(s).

I/We certify and declare under penalty of perjury that the foregoing is true and correct.

[Handwritten Signature]
APPLICANT'S SIGNATURE

August 14, 2024
DATE

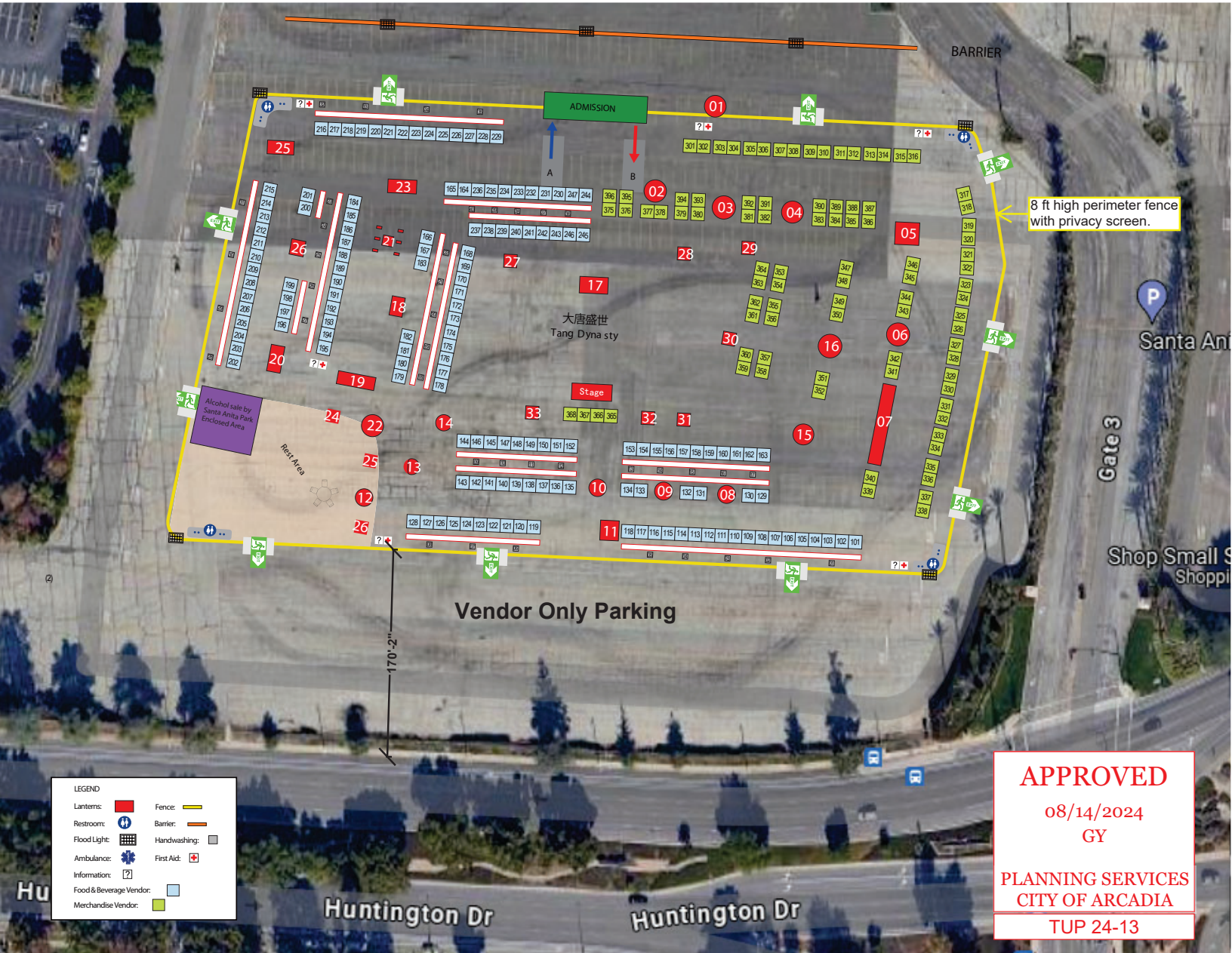
kwok Orl Sammy IP
PRINT NAME

[Handwritten Signature]
PROPERTY OWNER'S SIGNATURE

Sept. 6, 2024
DATE

Pete Sizemore
PRINT NAME

Approval of your application shall not be of effect unless the property owner and applicant have executed and filed this Acceptance Form to indicate awareness and acceptance of these conditions of approval. The Acceptance form is due now and if it is not received by September 13, 2024, this approval will become null and void and all fees will be forfeited.



8 ft high perimeter fence with privacy screen.

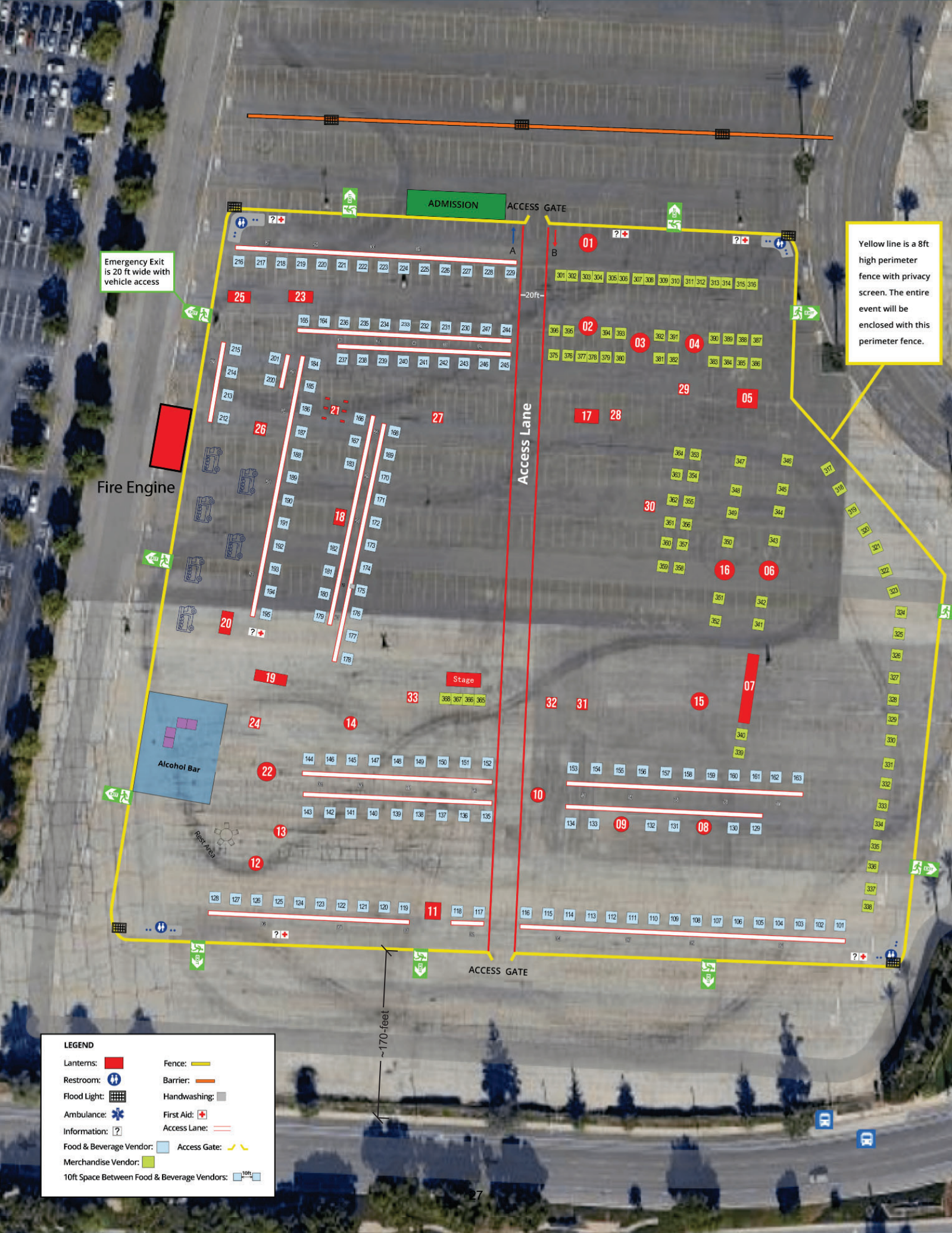
LEGEND

Lanterns: [Red Square]	Fence: [Yellow Line]
Restroom: [Blue Circle with H]	Barrier: [Orange Line]
Flood Light: [Black Square]	Handwashing: [Grey Square]
Ambulance: [Blue Star]	First Aid: [Red Cross]
Information: [Blue Square]	
Food & Beverage Vendor: [Light Blue Square]	
Merchandise Vendor: [Green Square]	

APPROVED
 08/14/2024
 GY
 PLANNING SERVICES
 CITY OF ARCADIA
 TUP 24-13

Attachment No. 2

Event Map and Images



Emergency Exit is 20 ft wide with vehicle access

Yellow line is a 8ft high perimeter fence with privacy screen. The entire event will be enclosed with this perimeter fence.

Fire Engine

Alcohol Bar

ADMISSION ACCESS GATE

Access Lane

ACCESS GATE

Stage

Rest Area

~170-feet

~20ft~

LEGEND

- Lanterns:
- Restroom:
- Flood Light:
- Ambulance:
- Information:
- Food & Beverage Vendor:
- Merchandise Vendor:
- 10ft Space Between Food & Beverage Vendors:
- Fence:
- Barrier:
- Handwashing:
- First Aid:
- Access Lane:
- Access Gate:

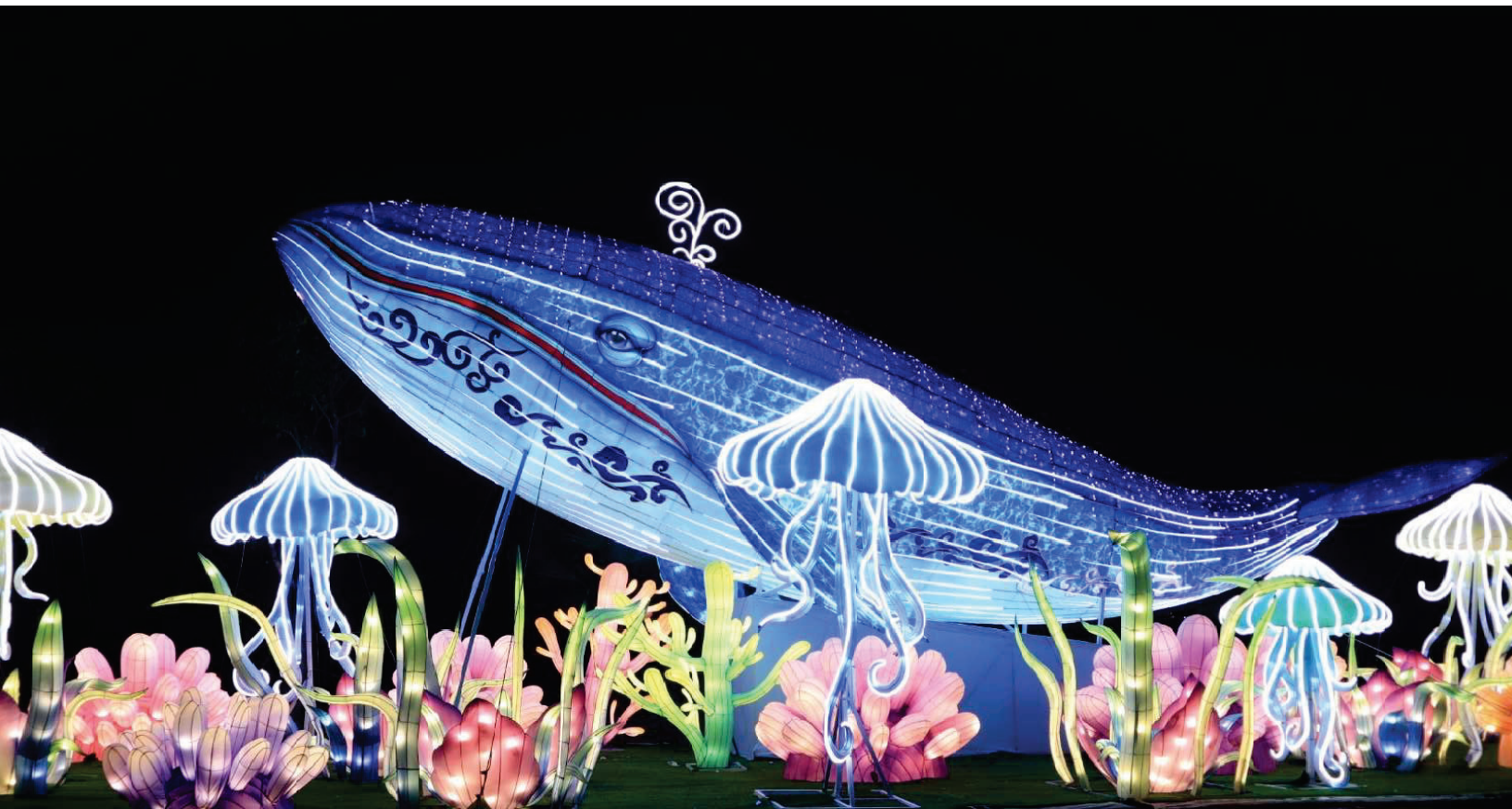














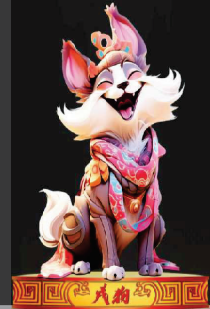






DINOSAUR PARADISE





Attachment No. 3

Preliminary Exemption Assessment



CITY OF
ARCADIA

PRELIMINARY EXEMPTION ASSESSMENT

1. Name or description of project:	TUP 24-16 – A temporary use permit to allow a lantern expo at the parking lot area of Santa Anita Park.	
2. Project Location	285 W. Huntington Drive (south parking lot)	
3. Entity or person undertaking project:	A.	
	B. Other (Private)	
	(1) Name	Apex Global Group Inc.
	(2) Address	5388 Arrow Highway, Montclair, CA 91763
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>	
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input checked="" type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	15304(e) – Temporary Use of Land Having No Permanent Effects
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: September 17, 2024

Staff: Gary Yesayan, Associate Planner

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, SEPTEMBER 17, 2024**

CALL TO ORDER – Mayor Cao called the Special Meeting to order at 5:33 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Wang, and Cao

ABSENT: Kwan and Verlato

It was the consensus of the City Council that Council Member Verlato and Council Member Kwan be excused.

PUBLIC COMMENTS – No one appeared.

Council Member Verlato arrived at 5:42 p.m.

Council Member Kwan arrived at 5:57 p.m.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Albert Yeznaian v. KJR Eastern Enterprises, Inc., a corporation; Linyan Holdings, LLC, a limited liability company; City of Arcadia, a government entity; County of Los Angeles a government entity; Kin Wa Chiu, and individual; and Does 1 through 50, inclusive, Los Angeles County Superior Court (Case No. 22STCV11585).
- b. Pursuant to Government Code Section 54956.9(d)(1) to confer with legal counsel regarding a Workers' Compensation matter (WCAB Case No. ADJ17365342).
- c. 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 6:50 p.m.

No reportable action was taken.



Linda Rodriguez
City Clerk

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 17, 2024**

1. **CALL TO ORDER** – Mayor Cao called the Regular Meeting to order at 7:03 p.m.
2. **INVOCATION** – Rabbi Sholom Stiefel, Chabad of Arcadia
3. **PLEDGE OF ALLEGIANCE** – Robert Stover, U.S. Air Force Veteran and Arcadia Resident
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cheng, Verlato, Wang, Kwan, and Cao
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 Special Meeting to consider the items posted under Closed Session; and he indicated that no reportable action was taken.

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

City Manager Lazzaretto welcomed Charlotte Knight, an employee of the Gisborne District Council in New Zealand, who is visiting on a tour and exchange program.

7. **CONTINUED PUBLIC HEARING**

- a. Resolution No. 7572 approving Architectural Design Review No. ADR 23-13 with a Density Bonus and Conditional Use Permit No. CUP 23-09 for a revised senior assisted living care facility (“The Ivy Arcadia”) with an addendum to the adopted Mitigated Negative Declaration under the California Environmental Quality Act (“CEQA”) at 1150 W. Colorado Boulevard.
CEQA: Adopt Addendum to Previously Approved Mitigated Negative Declaration
Recommended Action: Adopt

Associate Planner Arreola presented the Staff Report.

Carrissa Savant, project ‘Applicant’ representing the O&I Development team, provided a PowerPoint presentation and reported on the proposed modifications made to the project site resulting from the community meeting, following the last City Council Meeting on August 20.

Mayor Pro Tem Kwan explained why she believed the proposed project is noncompliant with applicable development standards and regulations in the City’s Development Code; she indicated that she did not feel the design is compatible with surrounding properties and developments; and expressed her concerns about the design’s proposed third story.

In response to Mayor Pro Tem Kwan’s concerns, both City Attorney Maurer and Assistant City Manager/Development Services Director Kruckeberg provided clarification on the State’s Density Bonus Law. They further explained that the proposed development follows all the applicable development standards and regulations in the Development Code.

Matt Stevenson, Chief Operating Officer for Oakmont and Ivy Senior Living, addressed Mayor Pro Tem Kwan's safety concerns regarding the third floor of the design; he spoke to the extensive planning that goes into emergency preparedness for the safety of their residents and assured the City Council that the residents will be safe at the facility.

Mayor Cao opened Public Comment for this agenda item.

James Wheeler, Arcadia resident, appeared and expressed his disappointment over the proposed project; and indicated he is grateful for the Applicant's efforts in addressing the community's concerns.

Kevin Mak, Arcadia resident, appeared and expressed his concerns about the trees that will be planted for privacy, noting the potential damage their roots can cause.

In response to Mr. Mak's comments, Ms. Savant stated that they use licensed arborists and a landscape architect to ensure that trees and plants are properly placed and maintained; and that root structure is taken into consideration.

Mayor Cao closed the Public Hearing.

After City Council discussion, a motion was made by Mayor Cao, seconded by Council Member Wang, and carried on a roll call vote to make the required findings and adopt Resolution No. 7572 approving Architectural Design Review No. ADR 23-13 with a Density Bonus and Conditional Use Permit No. CUP 23-09 for a revised senior assisted living care facility ("The Ivy Arcadia") with an addendum to the adopted Mitigated Negative Declaration under the California Environmental Quality Act ("CEQA") at 1150 W. Colorado Boulevard.

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

8. PUBLIC COMMENTS

Grace Lee, a local resident, appeared and shared that she will be acting as a public relations ambassador for her students; and requested support for 5,000 VIP restructuring and rebranding project.

Sonia Martin, Arcadia resident, appeared and expressed her concerns with statements made by Council Member Cheng during his reelection campaign regarding Arcadia's public safety employees.

David Arvizu, Arcadia resident, appeared and spoke about an incident where he witnessed an unhoused individual trying to access a closed Wilderness Park; he indicated that Police responded to the call but were unable to locate the subject; and requested the City ensure that the gate is locked every evening to help deter any unauthorized access to the park.

Brian Green, member of the Arcadia Chamber of Commerce and USC Arcadia Hospital, appeared and indicated that Taste of Arcadia has returned and encouraged all to attend Saturday, September 21 at the Santa Anita Race Park.

Susan Guo, Arcadia resident, appeared and shared her personal experience with home invasion and burglary in Arcadia; she further discussed the task force established in 2020 to work with Arcadia's unhoused population and indicated the success that task force has had.

Kevin Mak, Arcadia resident, appeared and requested the City to plant trees on First Ave. and Diamond Street, adjacent to First Avenue Middle School; he indicated that the trees would provide shade for students waiting to be picked up after school.

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

Mayor Pro Tem Kwan had nothing to report.

Council Member Verlato provided a report on the various events that she attended or will be attending as a representative of the City; she announced that September 17 is National Voter Registration Day and encouraged everyone to register to vote. She expressed her gratitude towards the Public Works Services Department and the Police Department for addressing the vandalism issue at Bonita Skate Park; and she gave an update on the monthly outreach efforts of the Arcadia's Homeless Case Management Team.

Council Member Cheng expressed gratitude to his colleagues and City staff for their resilience during the pandemic; he emphasized his pride in the City Council for prioritizing the safety of police officers and first responders; he thanked the Police Officers for their service; and highlighted the significance of the Moon Festival.

Council Member Wang provided a report on the various events that she attended or will be attending as a representative of the City.

Mayor Cao provided a report on the various events that he attended or will be attending as a representative of the City; he expressed appreciation to the Arcadia Chinese Association and the Arcadia Chamber of Commerce for their support on the Moon Festival event; and he shared remarks about the significance of September 11, 2001, and the impact on first responders.

10. CONSENT CALENDAR

- a. Special and Regular Meeting Minutes of August 20, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7590 amending Resolution No. 7562, setting service rates for the collection of residential refuse and recyclables pursuant to Section 5120.7 of the Arcadia Municipal Code for Fiscal Year 2024-25.
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7592 approving the grant of an easement to Southern California Edison Company for public utilities on the City-owned parking lot between Santa Anita Avenue and First Avenue.
CEQA: Exempt
Recommended Action: Adopt
- d. Resolutions approving Memorandums of Understanding establishing compensation and related benefits for represented employee groups, and amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a budget appropriation for costs associated with the adoption of the Memorandums of Understanding.

Resolution No. 7594 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia City Employees' Association ("ACEA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7597 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Fire Fighters' Association ("AFFA") for July 1, 2024, through June 30, 2027.

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7595 amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a budget appropriation in the amount of \$1,715,800 for costs associated with adoption of the Arcadia City Employees' Association and the Arcadia Fire Fighters' Association Memorandums of Understanding.

CEQA: Not a Project

Recommended Action: Adopt

- e. Resolution No. 7596 amending Resolution No. 7383 establishing compensation and related benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (Human Resources Manager).

CEQA: Not a Project

Recommended Action: Adopt

- f. City's Participation in Class Action Settlement Agreements with Tyco Fire Products LP and BASF Corporation.

CEQA: Not a Project

Recommended Action: Approve

- g. Appointment to the Senior Citizens' Commission (Assistance League of Arcadia).

CEQA: Not a Project

Recommended Action: Make Appointment to Fill Unexpired Term

- h. Professional Services Agreement with the City of Glendale for crime laboratory services for the period of July 1, 2024, through June 30, 2027, with the option to renew for three additional one-year periods at the City Manager's discretion, in an amount not to exceed \$75,000 plus a \$5,000 contingency over the initial three-year period.

CEQA: Not a Project

Recommended Action: Waive Formal Bid Process and Approve

- i. Amendment to the existing Professional Services Agreement with SDI Presence LLC. to provide Geographic Information Systems ("GIS") consulting and related technical assistance in the amount of \$126,000.

CEQA: Not a Project

Recommended Action: Approve

- j. Contract with Gentry Brothers Inc. for the Fiscal Year 2023-24 Pavement Rehabilitation Project in the amount of \$2,160,253.79, with a 4% contingency.

CEQA: Exempt

Recommended Action: Approve

- k. Purchase of 3,322.16 acre-feet of Imported Cyclic Storage Water from the Main San Gabriel Basin Watermaster in the amount of \$3,342,092.96.
CEQA: Not a Project
Recommended Action: Approve
- l. Accept all work performed by General Pump Company, Inc. for the Inspection and Rehabilitation of the Orange Grove Well 2A Project as complete.
CEQA: Exempt
Recommended Action: Approve
- m. Accept all work performed by General Pump Company, Inc. for the Inspection and Rehabilitation of the Orange Grove Well 5 Project as complete.
CEQA: Exempt
Recommended Action: Approve

Council Member Verlato pulled item 10.d for discussion.

It was moved by Council Member Cheng, seconded by Council Member Verlato, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.c and 10.e through 10.m.

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

Regarding Consent Calendar item 10.d – Adoption of Memorandums of Understanding (“MOUs”) for represented employee groups, Council Member Verlato expressed her concerns about the negative impact the adoption of the MOUs would have on the City, stating that their adoption would lead to a budget deficit.

After City Council discussion, a motion was made by Mayor Cao, seconded by Council Member Cheng to adopt:

Resolution No. 7594 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia City Employees’ Association (“ACEA”) for July 1, 2024, through June 30, 2027; and

Resolution No. 7597 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Fire Fighters’ Association (“AFFA”) for July 1, 2024, through June 30, 2027; and

Resolution No. 7595 amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a budget appropriation in the amount of \$1,715,800 for costs associated with adoption of the Arcadia City Employees’ Association and the Arcadia Fire Fighters’ Association Memorandums of Understanding.

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

The motion failed on a 3-2 vote.

Council Member Verlato left the meeting at 9:54 p.m.

11. CITY MANAGER

- a. Presentation of the 2024 Arcadia Community Survey Results.
CEQA: Not a Project
Recommended Action: Receive and File

Deputy City Manager Bruno presented the Staff Report.

The presentation was received and filed by the City Council.

12. ADJOURNMENT

The City Council adjourned at 10:01 p.m. to Tuesday, October 1, 2024, at 6:00 p.m. in the City Council Conference Room.



Linda Rodriguez
City Clerk



STAFF REPORT

Fire Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Mark Krikorian, Fire Marshal

SUBJECT: RESOLUTION NO. 7593 ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE ARCADIA FIRE DEPARTMENT REGARDING INSPECTIONS OF CERTAIN OCCUPANCIES REQUIRED BY SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

Since 2019, the City has been required to provide an annual report of inspections of sensitive uses to the City Council. The subject occupancies are public and private schools, hotels, motels, lodging houses, and apartment houses, including residential care facilities. As in previous years, the attached report shows full compliance with the State inspection mandates. It is recommended that the City Council adopt Resolution No. 7593 acknowledging receipt of a report made by the Fire Chief regarding the inspection of certain occupancies as required by Sections 13146.2 and 13146.3 of the California Health and Safety Code for Calendar Year 2023.

BACKGROUND

The California State Fire Marshal, through the California's Health and Safety Code, mandates that certain occupancies be inspected annually. In December 2016, a deadly fire at an Oakland warehouse (known as the "Ghost Ship") killed 36 people, the highest death toll for a structural fire in the United States in over 10 years. Investigations from this tragic event determined that even though the State required annual inspections on various occupancies, the inspection reports were not mandated to be reported to any governing body, which could have established accountability and enforcement in ensuring structural facilities are in compliance with building safety standards. Consequently, on September 27, 2018, Senate Bill 1205 was signed into law by the Governor, legislating the reporting of annual inspections to its administering authority (such as a City Council) in a resolution or a similar formal document.

DISCUSSION

By adopting Resolution No. 7593, Arcadia will be able to fulfill the annual fire inspection reporting requirements of Sections 13146.2 and 13146.3 of the California Health and Safety Code. According to this law, annual building inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R.

Educational Group E occupancies consist of child daycare facilities, and public and private schools used by more than six persons at one time for educational purposes through the 12th grade. Residential Group R occupancies are those containing sleeping units such as hotels, motels, lodging homes, and apartments (with three units or more), including residential care facilities.

Over the years, Arcadia has remained one of the few cities to have consistently conducted its annual fire inspections to meet and exceed the State's annual inspections requirement, pursuant to the California Health and Safety Code. For Calendar Year 2023, 72 occupancies under Group E (Educational Occupancies) buildings, structures, and/or facilities were inspected, resulting in a 100% compliance inspection rate. In Group R (Residential Occupancies), 649 occupancies were inspected, producing an equivalent 100% compliance inspection rate. Copies of the individual inspection reports are available to the public upon request.

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 immediate fiscal impact to the City from the adoption of Resolution No. 7593; however, through regular inspections of sensitive uses and ensuring compliance with associated health and safety codes, the City can reduce costs for lifesaving activities and property losses in the future.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7593 acknowledging receipt of a report made by the Fire Chief of the Arcadia Fire Department regarding inspections of certain occupancies required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Resolution No. 7593 - Fire Inspections Annual Report to the State
October 1, 2024
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7593

RESOLUTION NO. 7593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE ARCADIA FIRE DEPARTMENT REGARDING INSPECTIONS OF CERTAIN OCCUPANCIES REQUIRED BY SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was adopted in 2018, and became effective on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Arcadia Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Arcadia Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Council of the City of Arcadia intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Arcadia Fire Department's compliance with California Health and Sections 13146.2 and 13146.3.

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

SECTION 1. The City Council of the City of Arcadia expressly acknowledges compliance by the Arcadia Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 within the jurisdiction of the City, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally childcare facilities, and public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Arcadia, there are 72 Group E occupancies, buildings, structures and/or facilities.

During calendar year 2023, the Arcadia Fire Department completed the annual inspection of 72 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Arcadia, there are 649 Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2023, the Arcadia Fire Department completed the annual inspection of 649 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

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


Passed, approved and adopted this 1st day of October, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Office of the City Manager

DATE: October 1, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7598 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT, AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2024, THROUGH JUNE 30, 2027, AND RESOLUTION NO. 7599 AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET, AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$1,854,000 FOR COSTS ASSOCIATED WITH ADOPTION OF RESOLUTION NO. 7598
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The City Council establishes by resolution the salaries and benefits for classifications that are not represented by an employee association or union. Similar to adjustments to the Memorandums of Understanding for the five represented employee associations, this action seeks City Council authorization to implement adjustments as outlined in Resolution 7598. The projected cumulative total cost of Fringe Benefit Resolution No. 7598 is \$9,141,000 over a three-year term, from Fiscal Year 2024-25 through 2026-27.

It is recommended that the City Council adopt Resolution No. 7598, establishing compensation and related benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027, and adopt Resolution 7599, authorizing a budget appropriation for associated costs in the amount of \$1,854,000 for Fiscal Year 2024-25.

BACKGROUND

The Fringe Benefits Resolution covers all non-represented titles in the City of Arcadia, including Executives, Management, City Council, and Unrepresented Confidential. There

Compensation for City Council, Executive Management, Management, and Unrepresented Confidential Employees

October 1, 2024

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are eight Executive positions that report directly to the City Manager and are each responsible for managing a Department within the City of Arcadia. The Management and Unrepresented Confidential population consist of 57 budgeted positions with various titles including Deputy Directors, specialized Managers, Analysts, and other titles that report to Managers or are involved with confidential matters.

Executive, Management, City Council, and Unrepresented Confidential employees receive compensation and benefit adjustments through a Resolution adopted by the City Council. Historically, these compensation and benefit adjustments have generally mirrored the represented employee associations' agreements. Although the City Council is included in this Resolution, only benefit adjustments are made to City Council medical allowances to be in parity with Executive employees; the City Council's \$1,600 monthly stipend, which is established by State guidelines, is not changing as part of this Fringe Benefits Resolution.

DISCUSSION

All five of the City's employee associations have reached agreements for their successor Memorandums of Understanding for the term of July 1, 2024, through June 30, 2027. Resolution 7598 will provide salary increases and other benefit adjustments for Executive, Management, and Unrepresented Confidential employees, similar to the three-year agreements recently approved for the five employee associations. Detailed information on the most notable revisions are included below.

Salary and Other Compensation

The proposed Resolution provides base salary increases in each of the three years covered by this Resolution for Executive, Management, and Unrepresented Confidential employees in the amount of 7%, 6%, and 5%, respectively. These increases address several challenges and realities in the marketplace, including an effort to catch up from the COVID-19 pandemic's financial uncertainty, consideration for unusually high inflation, and a significant focus on efforts to recruit and retain well-qualified staff.

In addition, certain classifications covered by the Fringe Benefits Resolution, especially in the Police and Fire Departments, have experienced compaction issues for over a decade. Compaction occurs due to non-management employees receiving incentive pays and overtime, which bumps up against management positions that do not receive incentive pays and overtime, in some cases surpassing management salaries. This salary compaction can produce a disincentive to promote into management, which comes with greater responsibility and duties. Considering the significant compaction, this proposed Resolution takes steps toward tackling the issue, while balancing long-term fiscal impact. The first year of this Resolution also provides a one-time bonus that totals \$114,300, which will be distributed equally across all employees (non-Elected).

Compensation for City Council, Executive Management, Management, and Unrepresented Confidential Employees

October 1, 2024

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Health Insurance

The previous Fringe Benefits Resolution provided a flat contribution amount for medical benefits. The flat contribution meant that a single employee received the same amount as an employee with one dependent and two or more dependents, resulting in significant inequity due to higher premiums with each additional dependent. The proposed Resolution moves the City’s contribution to a tiered model, as shown in the chart below. The new values reflect the City’s commitment to relative parity across groups. However, since current employees made enrollment decisions based on the previous amounts, the proposed Resolution freezes the previous amount for current employees with Employee Only enrollments, while new hires will access a lower amount that is more consistent with medical plans’ tiering model.

	Employee Only	Employee +1	Family
Executives and Council	Current: \$1,504 (\$866 for new employees)	\$1,550	\$2,150
Management	Current: \$1,402 (Misc) \$1,445.50 (Safety) (\$866 for new employees)	\$1,550	\$2,150
Unrepresented Confidential	Current: \$1,072 (\$866 for new employees)	\$1,400	\$1,800

Leave Banks

As part of ongoing efforts to reduce long-term liabilities, the City will limit cashable and retirement benefits as part of the proposed Resolution. First, upon separation from employment, the City must pay out any unused vacation balances. The proposed Resolution includes a reduction of approximately 40% to the maximum accumulated vacation leave that can be carried throughout employment. In effect, this change will reduce the amount of cash payouts that the City must process upon separation from employment.

In addition, the City currently contracts with the California Public Employees’ Retirement System (“CalPERS”) to convert employees’ unused sick leave balances into service credit upon retirement with the City. The proposed Resolution would cap the unused sick leave hours that can be reported to CalPERS for new employees at 1,000 hours. For existing employees, there is no change to the amount of unused sick leave that the City may report to CalPERS upon retirement. The proposed change would reduce the City’s liabilities by limiting the service credit that is added on top of a retiree’s actual service time, for a lifetime benefit.

Resolution Clean-Up

The proposed Resolution contains revisions to comply with laws that have been implemented since the start of the prior Resolution's term, as well as minor revisions and clean-up language.

Miscellaneous

The proposed Resolution includes other items to achieve parity with the represented employee associations such as bilingual pay, longevity pay, holidays, deferred compensation, and life insurance.

The proposed Resolution helps align the City's direction with its business and service goals, while focusing on recruiting and retaining a highly skilled workforce. A redline version of the Resolution is attached to this report.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The projected cumulative cost of the Fringe Benefit Resolution No. 7598 over a three-year period is estimated at \$9,141,000. The total cost is for all funds in the City, of which around 89%, or approximately \$8,135,490, will be attributable to the General Fund, with the remaining portion to be allocated to various Special Revenue and Enterprise Funds based on employee salary allocations for their respective positions within those funds.

Associated costs with the proposed Resolution were not projected into the Fiscal Year 2024-25 Budget during its adoption, since such costs were uncertain at the time. With the appropriations to fund all the labor agreements, the adopted Fiscal Year 2024-25 General Fund Operating Budget is now projected to end the year with a deficit. City staff will bring an item to the City Council along with the Mid-Year Budget review to ascertain specifically how the City Council wishes to address this expected deficit. However, the City can handle the projected deficits through standard prudent budget practices. There are also several discretionary operational budget outlays that can be modified or postponed if unexpected events occur, to balance the Budget over the remaining Fiscal Year. In addition, the General Fund currently has \$27.5 million of unallocated Fund Balance Reserves that could enable the City to endure budgetary difficulties

Compensation for City Council, Executive Management, Management, and
Unrepresented Confidential Employees

October 1, 2024

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The costs for FY 2025-26 and 2026-27 will be incorporated into subsequent budgets, and adjustments will be made to ensure that a balanced budget is proposed in each of those years.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7598 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027; and adopt Resolution No. 7599 amending the Fiscal Year 2024-25 General Fund Operating Budget, authorizing a budget appropriation in the amount of \$1,854,000 for costs associated with adoption of Resolution No. 7598.

Attachment No. 1: Resolution No. 7598 – New Fringe Benefit Resolution and Salary Schedules (Red-line version of Resolution)

Attachment No. 2: Resolution No. 7599 – Amending FY 2024-25 General Fund Operating Budget

RESOLUTION NO. 7598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT, AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2024, THROUGH JUNE 30, 2027

WHEREAS, City Council Resolution 7383 sets forth various fringe benefits and related compensation for officials, officers, and management of the City; and

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

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

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

SECTION 1. The City Council hereby approves the changes to Resolution No. 7383 as set forth in the City of Arcadia Fringe Benefits Resolution as attached hereto, effective as of July 1, 2024, through June 30, 2027.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved, and adopted this 1st day of October, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

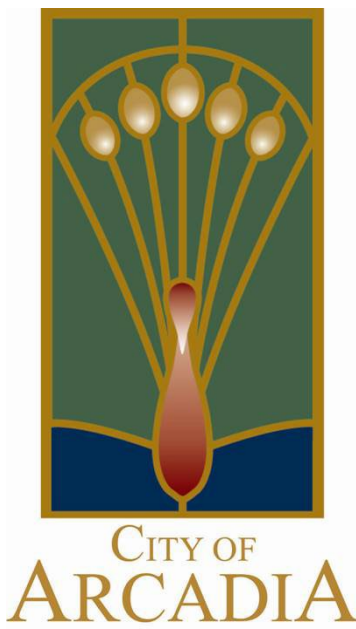


Michael J. Maurer
City Attorney

CITY OF ARCADIA

FRINGE BENEFITS RESOLUTION

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



JULY 1, 2024 – JUNE 30, 2027

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SECTION 1. PURPOSE

The Fringe Benefits Resolution is a consolidation of previously adopted resolutions concerning City Council, Executive Management, Management, and Unrepresented Employees. Resolution No. 7598 sets forth the wages, hours, and other terms and conditions of employment for employees within these classifications.

SECTION 2. DEFINITIONS

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

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

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

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

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

“Management Employees” shall mean those full-time Employees having responsibility for formulating, administering, or managing the implementation of City policies who are unrepresented and who are not Executive Management Employees. Typical Employees in the Classification of Management Aide, Buyer, Purchasing Officer, Recreation Supervisor, Human Resources Analyst, Crime Analyst, Management Analyst, Police Records Manager, Senior Human Resources Analyst, Senior Management Analyst, Transportation Services Manager, City Clerk, Project Manager, Deputy Director of Recreation and Community Services, Planning Services Manager, Accounting Supervisor, Accountant, Senior Accountant, Environmental Services Manager, Information Technology Manager, Communication and Engagement Officer, General Services

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

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

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

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

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

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

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

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

SECTION 3. COMPENSATION

A. BASE SALARIES AND ONE-TIME BONUS

The base salaries of Safety and Miscellaneous Executive Management, Safety and Miscellaneous Management, and Unrepresented Confidential Employees covered by this resolution will be increased as follows: Retroactive increases will be given only to those employees on City payroll as of the date of adoption of this resolution.

- Effective the beginning of the pay period containing July 1, 2024: 7%
- Effective the beginning of the pay period containing July 1, 2025: 6%
- Effective the beginning of the pay period containing July 1, 2026: 5%

In addition, it is the intent to adjust salary ranges to allow at least a 10% increase when promoting into higher Classifications. The base salary increases for all Classifications covered by this resolution, including any applicable adjustments, have been incorporated into the salary schedules as set forth in Exhibit A and incorporated herein.

Employees covered by this resolution will receive a one-time Non-PERSable bonus paid through City payroll upon the adoption of this resolution. The collective amount of \$114,300 will be distributed evenly to Employees covered by this resolution as of date of adoption.

B. BILINGUAL PAY

The City will offer bilingual pay to Management and Confidential Employees. The total number of positions authorized for bilingual pay at any time is at the discretion of the Employee’s Department Director. To qualify, an Employee must pass the test developed or utilized by the City for languages specified by the City. An employee designated to receive bilingual pay shall receive \$75 per pay period for Mandarin and \$40 per pay period for all other languages.

C. ASSISTANT CITY MANAGER DIFFERENTIAL PAY

The existing \$1,000 per month differential pay for an Executive Management position that is also appointed as Assistant City Manager will increase to the monthly amounts listed below:

- The beginning of the pay period containing July 1, 2024: \$2,650

- The beginning of the pay period containing July 1, 2025: \$2,800
- The beginning of the pay period containing July 1, 2026: \$2,950

SECTION 4. SALARY STEP ADVANCEMENT

A. The advancement through the salary steps shall be based upon performance and continuous service in the same classification. The percentage between steps is approximately 2.5%. Employees will advance in their rates of compensation two steps (approximately 5.0%) on their anniversary dates. The following schedule is an example of merit increases when an Employee begins employment at step A in a new classification not previously held by the Employee:

A Step to C Step: 6 months

All other Steps: 12 months

Employees starting service at Step A in a new classification, whether newly hired or promoted, will be eligible for a step increase consideration at 6 months of service in their new classification. If a step increase is granted at 6 months, the next step increase consideration will be 12 months from this date and annually thereafter. Employees starting service at any other salary step in a new classification, whether newly hired or promoted, will be eligible for a step increase consideration at 12 months of service in their new classification and annually thereafter.

For Department Directors reporting directly to the City Manager, the advancement through the salary steps shall be based on performance without regard to the continuous service time requirements cited above. The rate of advancement shall be from 0% to 7.5%, or no movement to a maximum of three steps. Pursuant to the City Charter Section 809, evaluation of the Library and Museum Services Director shall be by the Library Board; however, the City Manager shall provide input into the process.

- B. Salary step advancements may be withheld or delayed by the appointing authority if an Employee's performance does not merit such advancement.
- C. With the approval of the City Manager, an Employee may be hired at any step within the salary range applicable to the position.
- D. The City Manager shall have the authority to advance an Employee's salary step within that Employee's salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.
- E. Upon adoption of this Resolution and until June 30, 2027, unless extended by the City Council, the City Manager shall have discretionary authority to allow an annual performance bonus up to 3% of an Employee's annual salary to full-time

Employees covered by this resolution who receive a Meritorious or Superior evaluation. Receiving a Meritorious or Superior evaluation is not a guarantee of receiving a bonus, only a minimum standard for qualification. It shall be the City Manager's sole authority to determine whether to allow a bonus and at what amount. The performance bonus shall be subject to the availability of funds as determined by the City.

SECTION 5. PROMOTIONAL STEP ADVANCEMENT

- A. When an Employee is promoted, their pay shall advance to the lowest salary step in the new classification range such that it will provide a 5% increase in compensation, or two steps. If the lowest salary in the new classification is the top step, the Employee's pay will be advanced to the top step, even if it provides less than a 5%, or two step, increase.
- B. When an Employee is promoted to a higher classification, the date of the promotion shall be used in determining the date of the future step increases. Future step increases for promotions will follow Section 4. "Salary Step Advancement".

SECTION 6. OVERTIME

- A. When necessary to perform essential work, a Department Director may require Management and Unrepresented Employees to work at any time other than during regular working hours until such work is accomplished. Management and Executive Management Employees are generally considered positions that are exempt from standard overtime rules. Job specifications for each Classification shall clearly state whether the position is considered exempt. Employees that are not exempt from standard overtime rules and are required to work hours which cause the Employee to be in a work status in excess of 40 hours in a designated workweek shall be paid at the rate of time and one-half the Employee's regular rate of pay. The Department Director may permit an Employee to accumulate compensatory time in lieu of paid overtime; however, the Employee shall not be permitted to accumulate more than 100 hours of compensatory time at any time.
- B. Fire Battalion Chiefs working in excess of a 56-hour workweek shall receive overtime at straight time for operational assignments as defined by the Fire Chief and are eligible for Management Leave. A Fire Battalion Chief assigned to a strike team and working in excess of a 56-hour workweek will receive overtime at 1.5 times the hourly rate. No other Management Employees are eligible to receive any form of overtime compensation for additional hours worked, except as stated in Section 8.
- C. A Deputy Fire Chief who works in excess of a 40-hour workweek for purposes of strike team backfill or while deployed on a strike team assignment will receive overtime at 1.5 times the hourly rate when authorized by the Fire Chief.

SECTION 7. RETIREMENT

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

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

1. Miscellaneous Employees - 2.5% @ 55 retirement formula (Government Code §21354.4); Public Safety Employees - 3% @ 50 retirement formula (Government Code §21362.2).
2. Single highest year final compensation (Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employees shall make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The Employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and the provisions set forth herein will be reviewed by the City Manager and City Council. The cost sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 7% of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.
- b. Public Safety Employees: Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also continue to contribute an additional 3% cost for CalPERS retirement, for a total of 12%.

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

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

13. Pre-Retirement Option 2W Death Benefit (Government Code §21548): Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees will split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit, which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety Employees. The cost-sharing arrangement will be implemented as follows:

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

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

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

1. Miscellaneous Employees - 2.0% @ 60 retirement formula (Government Code §21363.1); Public Safety Employees - 3% @ 55 retirement formula (Government Code §21363.1).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay the full 7% member contribution to CalPERS via payroll deduction.
11. Public Safety Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also continue to contribute an additional 3% cost for CalPERS retirement, for a total of 12%.
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not

qualify for pre-tax status, the Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:

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

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

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

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

10. Miscellaneous Employees will pay 50% of the normal cost, as determined by CalPERS, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
11. Public Safety Employees will pay 50% of the normal cost, as determined by CalPERS, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:
 - a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
 - b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

D. DEFERRED COMPENSATION

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

Effective the first pay period following Council adoption of this Resolution, the City will match each Executive and Management employee's contribution to the employee's 457 Deferred Compensation Account up to \$300 per month. It is understood that contributions are made on a per pay period basis, 24 times per year.

SECTION 8. SPECIAL ASSIGNMENT PAY

Employees in the classifications of Police Captain and Police Lieutenant assigned to outside reimbursable special details (as approved by the City Manager), including but not limited to race-track traffic control duties, shall be compensated at 6 hours of straight time

at the rate of a top step Police Sergeant with an Advanced Post Certificate and Special Assignment Pay (currently 5%).

SECTION 9. LONGEVITY PAY

Effective the beginning of the pay period containing July 1, 2024, a Longevity Pay benefit will be provided to Executive, Management, and Confidential Employees based on the following formula:

Completed Years of Continuous Service	Amount Per Pay Period (Executive and Management)	Amount Per Pay Period (Confidential Employees)
5-9 Years:	\$50.00	\$50.00
10-14 Years:	\$138.46	\$76.00
15-19 Years:	\$276.92	\$100.00
20+ Years:	\$369.23	\$230.77

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

SECTION 10. ACTING PAY

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

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

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

SECTION 11. TUITION ADVANCEMENT/REIMBURSEMENT

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

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

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

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

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

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

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

SECTION 12. UNIFORMS

- A. Effective July 1, 2024, and at the beginning of each fiscal year, Employees in the classification of Police Chief, Police Captain, and Police Lieutenant shall receive \$1,000 for the purchase of safety equipment. \$647 shall be reported to CalPERS as special compensation for Uniform Allowance. This amount shall be prorated if hired or promoted after the start of the fiscal year.

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

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

“New Members” as defined under the Public Employees’ Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

SECTION 13. AUTO ALLOWANCE

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

SECTION 14. MILEAGE REIMBURSEMENT

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

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

A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE OCTOBER 1, 2024

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

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees’ Medical and Hospital Care Act (“**PEMHCA Minimum**”) per month per Employee for health insurance. The PEMHCA minimum is included within the City’s contribution.
2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month (“Dental Contribution”) toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
3. Vision Insurance: The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.
4. Optional Benefits: For employees hired before October 1, 2024, subject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee’s benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows, effective July 1, 2024:

Health/Dental/Vision Benefit Allowance (per month)

	Employee Only	Employee +1	Family
City Council & Miscellaneous Executive Management	\$1,504.00	\$1,550.00	\$2,150.00
Public Safety Executive Management	\$1,548.50	\$1,550.00	\$2,150.00
Public Safety Management	\$1,445.50	\$1,550.00	\$2,150.00
Miscellaneous Management	\$1,402.00	\$1,550.00	\$2,150.00
Unrepresented Confidential Employees	\$1,072.00	\$1,400.00	\$1,800.00
Law Enforcement Recruits & Firefighter Recruits	\$ 620.00	\$700.00	\$900.00

- a. If the premium cost of the health plan exceeds the City contribution, the Employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- b. The Employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.
- c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and/or adoption certificates.

B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2024

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

- 1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees' Medical and Hospital Care Act ("**PEMHCA Minimum**") per month per Employee for health insurance. The PEMHCA minimum is included within the City's contribution.
- 2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
- 3. The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.
- 4. Optional Benefits: For employees hired on or after October 1, 2024, subject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee's benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows, effective October 1, 2024:

Health/Dental/Vision Benefit Allowance (per month)

	Employee Only	Employee +1	Family
City Council, Miscellaneous & Safety Executives, Miscellaneous and Safety Management	\$ 866	\$ 1,550	\$2,150
Unrepresented Confidential Employees	\$866	\$1,400	\$1,800
Law Enforcement Recruits & Firefighter Recruits	\$ 620	\$ 700	\$ 900

- a. If the premium cost of the health plan exceeds the City contribution, the Employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- b. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.

C. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS

1. **Excess Contributions for Employees Hired Before July 1, 2021.** If the City's contribution, up the maximum amount shown below, exceeds the cost of the employee's elected coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed as taxable income.

City Council & Miscellaneous Executive Management	\$1,504.00
Public Safety Executive Management	\$1,548.50
Public Safety Management	\$1,445.50
Miscellaneous Management	\$1,402.00
Unrepresented Confidential Employees	\$1,072.00
Law Enforcement Recruits	\$ 620.00

- a. Those employees hired before July 1, 2021, who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021, and then reduced to an amount that will allow the City-wide Total Medical Plan Payment to be less than 20%. The amount of the reduction will not be greater than 19.51% of the amount received as of

July 1, 2021. This amount will result in the employee's new capped cash-in-lieu.

- b. Those employees hired before July 1, 2021, who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu cap based on their elected reduced amount, and will forfeit their previous cash-in-lieu cap.
- c. Employees hired before July 1, 2021, who did not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible for cash-in-lieu.

2. **Cash In Lieu of City Coverage for Employees Hired Before July 1, 2021.** Employees are required to carry one of the City's designated medical plans unless they opt out. Employees hired before July 1, 2021 may receive cash-in-lieu for opting out of the City's designated medical plans, up to the maximum amounts listed in Section 15.C.1. above, during the annual open enrollment period by signing a written waiver each year, that attests that the employee and each member of the employee's Tax Family (i.e. all individuals for whom the employee expects to claim a personal exemption deduction for the upcoming tax year) each has alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California) for the upcoming tax year. If Employees provide the executed written waiver and documentation confirming that they are enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in Section 15.C.1. above, and subject to the limitations enumerated in Section 15.C.1.a-c to be taken as taxable income.

SECTION 16. LIFE INSURANCE

- A. Effective as soon as practical with the insurance carrier, the City shall provide the City Council with Group Term Life and Accidental Death and Dismemberment (AD&D) insurance in the amount of \$75,000.
- B. Effective as soon as practical with the insurance carrier, Executive and Management Employees shall be provided Group Term Life and AD&D insurance equal to their annual salary rounded to the nearest (next highest) one thousand dollars, plus an additional \$75,000 Term Life and AD&D policy.
- C. Effective as soon as practical with the insurance carrier, the City shall provide Confidential and Unrepresented Employees with Group Term Life and AD&D insurance in the amount of \$75,000.

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

SECTION 17. LONG TERM DISABILITY INSURANCE

- A. The City shall provide Executive, Management, and Confidential Employees with Group Long Term Disability (LTD) Insurance.
- B. An optional Employee-paid Group LTD “buy-up benefit” shall also be offered to Executive, Management, and Confidential Employees.
- C. Executive and Management Employees will receive 0.5% of their annual salary that may be used to buy additional LTD insurance from the City’s provider to achieve up to \$10,000 per month maximum benefits coverage. If the Employee does not desire additional LTD insurance or there is a portion of the 0.5% remaining, the Employee may take this amount as additional compensation.

SECTION 18. RETIREE HEALTH INSURANCE

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

Program Description for Employees Retiring On or After January 1, 2012

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

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

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

Program Description for Employees Retiring On or After January 1, 2025

For Employees hired before July 1, 2011, and retiring from the City on or after January 1, 2025, the City will provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., One-Party or Two-Party) as shown

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

- One-Party (Retiree Only): \$866
- Two-Party (Retiree + Spouse): \$1,550

Premium Payment

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

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

Eligibility Requirements

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

1. **Executive Management Employees** who retire from the City on a service, disability, or industrial disability retirement must have a minimum of 15 years of public service, of which at least 5 continuous years of service are with the City of Arcadia.
2. **Management and Confidential Employees** who retire on a service, disability, or industrial disability retirement must have a minimum of 1,000 hours of accumulated sick leave at the date of retirement, except for 56-Hour Fire Safety Management Employees, who shall have a minimum of 1,500 hours.

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

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

- b. The Employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
 - c. The Employee would be limited to purchasing a maximum of 350 hours of sick leave (525 hours for 56-Hour Fire Safety Management) provided, however, upon verification of information from a qualified medical provider that an Employee has substantially depleted the Employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the Employee or a family dependent living in the Employee's household, this purchase limitation of 350 hours will be excused.
3. **All retirees**, and if applicable, the retiree's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City's Premium Payment. However, in the event a retiree or spouse is eligible for CalPERS retiree medical, but is unable to secure such coverage because there are no CalPERS plans available in their place of residence, the retiree may receive the City's Reimbursement, provided the retiree submits sufficient proof to the City that they have obtained alternative coverage and have made the necessary premium payments. The retiree shall also notify the City immediately if such alternative coverage is cancelled or otherwise ceases. The retiree shall solely be responsible for obtaining and maintaining such alternative coverage.
4. **Termination of Eligibility:** An eligible retiree shall cease to be eligible for the City's Reimbursement upon becoming eligible for Medicare coverage. The retiree's spouse shall become ineligible for the City's Reimbursement upon becoming eligible for Medicare coverage or after 15 years, whichever occurs first. Accordingly, the City's Reimbursement will cease upon becoming ineligible.

B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

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

SECTION 19. PHYSICAL EXAMINATIONS – MANAGEMENT

Miscellaneous Executive and Management Employees have the option to receive a biannual comprehensive physical medical examination at no cost to the Employee. Public

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

SECTION 20. LEAVES OF ABSENCE

A. Miscellaneous Leaves of Absence

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

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

be the responsibility of the Employee who wishes to continue any insurance coverage beyond the 30 calendar days to notify Human Resources of their intent to continue coverage and remit the full monthly premium for any coverage to the Administrative Services Department. However, if an Employee has accrued leaves and uses a minimum of 40 hours of leave per pay period, the City will continue normal health insurance contributions. The aforementioned leaves must be permissible with the specific use requirements of such leave.

B. Family Care and Medical Leaves

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

SECTION 21. VACATION ACCRUAL RATE

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

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	4.616
Beginning of the 5 th year through completion of the 9 th year:	5.231
Beginning of the 10 th year through completion of the 14 th year:	6.770
Beginning of the 15 th year and beyond:	7.692

Additionally, Miscellaneous and Safety Executive Management Employees shall accumulate vacation at the rate of 7.692 hours per pay period after they have served 20 years in paid public service with all public agencies including at the City of Arcadia and any other public service organization where they were employed, subject to the written approval of the City Manager.

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

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	3.077
Beginning of the 5 th year through completion of the 9 th year:	4.616

Beginning of the 10 th year through completion of the 14 th year:	5.231
Beginning of the 15 th year and beyond:	6.154

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

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

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

SECTION 22. VACATION LEAVE

- A. **Accrual Cap:** Effective the beginning of the pay period following Council adoption of this Resolution, the Employee’s vacation accrual shall be allowed to accumulate as shown below. Once an Employee has accumulated the maximum amount, no more vacation will be accrued by the Employee until the Employee’s accrual has been reduced below the maximum amount.

Employee Class	Accrual Cap (Maximum)
Executive Management Employees, and the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief	400 hours
All Other Management Employees and Confidential Employees	0-4 years of service: 240 hours 5-9 years of service: 240 hours 10-14 years of service: 300 hours 15+ years of service: 400 hours

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

- B. **Sell Back:** Effective for the calendar year 2025 and every year thereafter, by December 31 (beginning in 2024) of each year, employees who wish to sell back vacation time must make an irrevocable election to cash out up to the total vacation hours that will be earned in the following calendar year, as shown below.

Employee Class	Sell Back Hours Per Calendar Year
Miscellaneous and Safety Executive Management Employees	<u>Up to:</u> 1-4 Yrs: 120 5-9 Yrs: 136 10-14 Yrs: 176 15+ Yrs: 200
Miscellaneous Management Employees and Confidential Employees	<u>Up to:</u> 0-4 Yrs: 80 5-9 Yrs: 120 10-14 Yrs: 136 15+ Yrs: 160
Police Safety Management Employees, Deputy Fire Chief, and Fire Battalion Chief (40-Hour Workweek)	<u>Up to:</u> 0-9 Yrs: 120 10-14 Yrs: 176 15+ Yrs: 200
Fire Battalion Chief (56-hour workweek)	<u>Up to:</u> 0-9 Yrs: 180 10-14 Yrs: 264 15+ Yrs: 288

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

- A. Executive, Management, and Confidential Employees, with the exception of temporary appointments, assigned to a 40-hour workweek, shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours. Management Employees assigned to a 56-hour workweek, with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 144 hours.
- B. Paid sick leave will carry over each year of employment. Executive and Management Employees shall be allowed unlimited accumulation of sick leave. Confidential Employees may accumulate up to a maximum of 1,500 hours.

C. Except as provided hereinafter, sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to one of the following:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
2. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian, or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent
3. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a); and/or,
4. An employee may designate one additional person per 12-month period at the time the employee requests sick leave.

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

D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 40 hours or five (5) days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

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

E. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section c. an employee may use up to one-half of their annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to

whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner, and an employee may designate one additional person per 12-month period at the time the employee requests sick leave.

- F. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their Department Director within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
- G. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- H. If an employee separates from employment with the City and is rehired within one year from separation, up to 80 hours or 10 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

Management Employees assigned to a 40-hour workweek

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

Management Employees assigned to a 56-hour workweek

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

Unused Sick Leave:

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

Employees hired before July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to the maximum sick leave accumulation specified in Section 23.B. above.

Employees hired on or after July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to 1,000 hours into retirement service credits.

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

SECTION 24. BEREAVEMENT LEAVE

Death In Family. At the time of death, or where death appears imminent, in the immediate family, an Employee, with the exception of temporary appointments, may be granted a leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse, the Employee or Employee's spouse's mother or stepmother, father or stepfather, brother or sister, child or stepchild, grandparents, grandchildren, domestic partner, or any relative of the Employee or Employee's spouse residing in the same household. Such leave, up to 4 working days at one time [or 6 working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo, and Ventura], shall not be charged against sick or other leave. If more than the maximum days of Bereavement Leave provided in this Section is granted at one time, that amount over the limit shall be charged against sick or other leave. For Employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift. In accordance with Assembly Bill 1949, employees will be entitled to take up to five (5) days of unpaid bereavement leave for spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The 5 days is not an additional number. However, due to overlap with the existing Fringe Benefits Resolution's bereavement leave definition, employees may use a combination of leave balances and paid bereavement leave specified in this paragraph.

Reproductive Loss. In accordance with Senate Bill 848, employees who have worked for the City for at least 30 days and have suffered a reproductive loss event will be entitled to take up to five (5) days of unpaid protected leave. A reproductive loss event is defined as the day or, for a multi-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. The 5 days must be taken within three months of the event. Employees may use a combination of leave balances and paid bereavement leave specified in the paragraph above.

SECTION 25. MANAGEMENT LEAVE

Executive and Management Employees shall be provided between 10 and 80 hours of Management Leave per fiscal year on a pro-rata basis as determined by the City Manager. This determination shall be based upon work circumstances, needs of the

position, and frequency of required attendance at after-hour meetings and conferences. Such leave time is not accumulative. When through work circumstances and needs of the job, an Employee has been unable to utilize Management Leave and this has not been a pattern or practice for that Employee, the City Manager, for good cause, may approve excess accumulated Management Leave carried forward in the next fiscal year. Otherwise, any unused Management Leave hours shall automatically be cashed out to the Employee at the end of each Fiscal Year.

SECTION 26. WORKERS' COMPENSATION

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

SECTION 27. JURY LEAVE

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

SECTION 28. COURT WITNESS LEAVE

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

SECTION 29. MILITARY LEAVE

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

SECTION 30. LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY

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

SECTION 31. LEAVE DEDUCTIONS

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

SECTION 32. HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr. Day	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Day after Thanksgiving Day	The Friday following the fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Floating Holiday	In lieu of Admission Day
Floating Holiday	(not assigned to a specific holiday)

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

B. Whenever New Year's Day (January 1) Independence Day (July 4), Veteran's Day (November 11), Christmas Eve (December 24), Christmas Day (December 25), or New Year's Eve (December 31) falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be designated as the holiday.

C. Floating holidays are to be scheduled by the Employee in the same manner as vacation leave and do not carry over into subsequent fiscal years. Failure to timely schedule the days off shall result in their loss.

D. Full-time Employees in the Executive, Management, and Confidential unit employed on July 1 of the fiscal year shall conditionally accrue 8 hours of floating holiday for the aforementioned Holidays. If the Employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is designated (Admission Day), said floating holiday leave shall be repaid to the City through payroll deduction or deducted from the Employee's vacation

leave bank. Employees hired after the beginning of the fiscal year shall accrue floating holidays only if the Employee is employed before the date on which the floating holiday is based (Admission Day). As an example, an Employee hired on July 15, would receive a floating holiday for Admission Day for that fiscal year. However, if that same Employee was hired on March 15, the Employee would not receive any floating holiday benefit for that fiscal year.

- E. A non-exempt Employee required to work or attend a class or function on any holiday allowed by this Section shall be paid for the holiday, and in addition, shall be compensated in accordance with the Fair Labor Standards Act (FLSA) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence shall be added to the number of working days' leave of absence to which such Employee is entitled.
- F. Executive Management, and Confidential Employees assigned to an alternate workweek may use accrued vacation time, accrued compensatory time, floating holiday time, or unpaid leave to make up the difference between the provided hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday.
- G. Executive, Management, and Confidential Employees who are assigned to an alternate work schedule shall receive 1 extra hour of holiday for any holiday that falls on a scheduled workday of 9 hours or more. For example, if a holiday falls on a day that an Employee is scheduled to work 9 hours, the Employee shall receive 9 hours of holiday pay.
- H. Management Employees assigned to the Fire Department and working a 56-hour workweek shall be limited to allow the following 12 hour holidays:

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

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

- I. The positions of Police Captain and Police Lieutenant have the option of receiving up to 17 hours of floating holiday pay in cash in lieu of taking the time off.

SECTION 33. SEVERANCE PAY

- A. An Employee, with the exception of temporary appointments and Department Directors, whose position is abolished or vacated by a reduction in workload or lack of funds, and has at least 1 year of consecutive full-time service with the City shall receive, upon termination, severance pay. Severance pay shall be a lump sum payment equal to 1/5th of an Employee's previous month's salary times the number of years of consecutive service, not to exceed 10 years of service. Additionally, the City shall: 1) contract with a mental health carrier to provide transitional counseling services to affected Employees for up to 3 months; and 2) contract with a displacement service provider to provide professional guidance and assistance for the laid off Employee in their employment search for up to 3 months. The displaced Employee shall also receive one full month of paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff.
- B. A Department Director whose position is abolished or vacated by a reduction in workload or lack of funds, or who is involuntarily removed from their position and has at least 1 year of consecutive full-time service with the City may receive, upon termination, severance pay. Severance pay as authorized by the City Manager, shall be a lump sum payment, and can be any amount up to 6 months' salary. The displaced Employee shall also receive paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff or termination. The amount of paid health insurance coverage shall be equal to the length of the severance pay that was granted under this paragraph. At the discretion of the City Council, the severance pay and continuation of health benefits may be increased for an additional period of time.

SECTION 34. WORKDAY SCHEDULES

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

SECTION 35. Y-RATING – MANAGEMENT EMPLOYEES

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

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

newly-established salary range shall not receive any adjustment until such time that the top step of the new salary range is greater than the Y-Rated salary range.

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

- A. Part-Time Unrepresented Employees, including Law Enforcement Recruits and Firefighter Recruits, shall accrue sick leave beginning with the first full pay period of employment on the basis of 1 hour for every 30 hours worked. The maximum accrual per year is 80 hours.

Paid sick leave will carry over each year of employment however an employee may only accumulate up to a maximum of 80 hours or 10 days, whichever is greater depending on the employee's regular scheduled workday, of sick leave with pay.

- B. If an employee separates from employment and is rehired within one year from separation, up to 80 hours or 10 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.

- C. A waiting period of 90 days is required before an employee may be eligible to use paid sick leave. An employee who is rehired within one year from their date of separation, and who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90 day qualifying period to be able to use accrued sick leave with pay.

- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity

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

- E. Sick leave means paid authorized absence from duty of an Employee who is temporarily disabled and unable to work due to one of the following:
1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
 2. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian, or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent
 3. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a); and/or,
 4. An employee may designate one additional person per 12-month period at the time the employee requested sick leave.

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

- F. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section d. an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner, and an employee may designate one additional person per 12-month period at the time the employee requested sick leave.
- G. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their supervisor within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes. Employee's use of sick leave will be limited to 40 hours per year.
- H. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

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

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

SECTION 37. FRINGE BENEFITS – ELIGIBILITY

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

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

SECTION 38. AMENDMENTS

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

SECTION 39. CERTIFICATION – ADOPTION OF RESOLUTION

The City Clerk shall certify to the adoption of Resolution No. 7598. Passed, approved and adopted the 1st day of October 2024.

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2024 - JUNE 30, 2025**

EXECUTIVE MANAGEMENT

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Administrative Services Director	\$ 14,947	\$ 15,319	\$ 15,705	\$ 16,097	\$ 16,500	\$ 16,911	\$ 17,333	\$ 17,766	\$ 18,215	\$ 18,667
Assistant City Manager/ Development Services Director	\$ 16,629	\$ 17,055	\$ 17,493	\$ 17,942	\$ 18,401	\$ 18,873	\$ 19,357	\$ 19,854	\$ 20,362	\$ 20,884
Director of Library & Museum Services	\$ 14,947	\$ 15,319	\$ 15,705	\$ 16,097	\$ 16,500	\$ 16,911	\$ 17,333	\$ 17,766	\$ 18,215	\$ 18,667
Director of Recreation & Community Services	\$ 14,947	\$ 15,319	\$ 15,705	\$ 16,097	\$ 16,500	\$ 16,911	\$ 17,333	\$ 17,766	\$ 18,215	\$ 18,667
Human Resources Director	\$ 14,947	\$ 15,319	\$ 15,705	\$ 16,097	\$ 16,500	\$ 16,911	\$ 17,333	\$ 17,766	\$ 18,215	\$ 18,667
Public Works Services Director	\$ 15,202	\$ 15,582	\$ 15,972	\$ 16,371	\$ 16,780	\$ 17,200	\$ 17,630	\$ 18,071	\$ 18,522	\$ 18,985

SAFETY EXECUTIVE MANAGEMENT

Fire Chief	\$ 18,804	\$ 19,275	\$ 19,756	\$ 20,250	\$ 20,757	\$ 21,275	\$ 21,807	\$ 22,353	\$ 22,911	\$ 23,484
Police Chief	\$ 18,804	\$ 19,275	\$ 19,756	\$ 20,250	\$ 20,757	\$ 21,275	\$ 21,807	\$ 22,353	\$ 22,911	\$ 23,484

Salaries are effective the beginning of the pay period containing July 1, 2024

***Assistant City Manager - An Executive Management position that is also appointed as the Assistant City Manager will receive additional differential pay of \$2,650*

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2025 - JUNE 30, 2026**

EXECUTIVE MANAGEMENT

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Administrative Services Director	\$ 15,844	\$ 16,238	\$ 16,647	\$ 17,063	\$ 17,490	\$ 17,926	\$ 18,373	\$ 18,832	\$ 19,308	\$ 19,787
Assistant City Manager/ Development Services Director	\$ 17,627	\$ 18,078	\$ 18,543	\$ 19,019	\$ 19,505	\$ 20,005	\$ 20,518	\$ 21,045	\$ 21,584	\$ 22,137
Director of Library & Museum Services	\$ 15,844	\$ 16,238	\$ 16,647	\$ 17,063	\$ 17,490	\$ 17,926	\$ 18,373	\$ 18,832	\$ 19,308	\$ 19,787
Director of Recreation & Community Services	\$ 15,844	\$ 16,238	\$ 16,647	\$ 17,063	\$ 17,490	\$ 17,926	\$ 18,373	\$ 18,832	\$ 19,308	\$ 19,787
Human Resources Director	\$ 15,844	\$ 16,238	\$ 16,647	\$ 17,063	\$ 17,490	\$ 17,926	\$ 18,373	\$ 18,832	\$ 19,308	\$ 19,787
Public Works Services Director	\$ 16,114	\$ 16,517	\$ 16,930	\$ 17,353	\$ 17,787	\$ 18,232	\$ 18,688	\$ 19,155	\$ 19,634	\$ 20,125

SAFETY EXECUTIVE MANAGEMENT

Fire Chief	\$ 19,933	\$ 20,431	\$ 20,942	\$ 21,465	\$ 22,002	\$ 22,552	\$ 23,116	\$ 23,694	\$ 24,286	\$ 24,893
Police Chief	\$ 19,933	\$ 20,431	\$ 20,942	\$ 21,465	\$ 22,002	\$ 22,552	\$ 23,116	\$ 23,694	\$ 24,286	\$ 24,893

Salaries are effective the beginning of the pay period containing July 1, 2025

***Assistant City Manager - An Executive Management position that is also appointed as the Assistant City Manager will receive additional differential pay of \$2,800*

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2026 - JUNE 30, 2027**

EXECUTIVE MANAGEMENT

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Administrative Services Director	\$ 16,636	\$ 17,050	\$ 17,479	\$ 17,916	\$ 18,365	\$ 18,822	\$ 19,292	\$ 19,774	\$ 20,273	\$ 20,776
Assistant City Manager/ Development Services Director	\$ 18,508	\$ 18,982	\$ 19,470	\$ 19,970	\$ 20,480	\$ 21,005	\$ 21,544	\$ 22,097	\$ 22,663	\$ 23,244
Director of Library & Museum Services	\$ 16,636	\$ 17,050	\$ 17,479	\$ 17,916	\$ 18,365	\$ 18,822	\$ 19,292	\$ 19,774	\$ 20,273	\$ 20,776
Director of Recreation & Community Services	\$ 16,636	\$ 17,050	\$ 17,479	\$ 17,916	\$ 18,365	\$ 18,822	\$ 19,292	\$ 19,774	\$ 20,273	\$ 20,776
Human Resources Director	\$ 16,636	\$ 17,050	\$ 17,479	\$ 17,916	\$ 18,365	\$ 18,822	\$ 19,292	\$ 19,774	\$ 20,273	\$ 20,776
Public Works Services Director	\$ 16,920	\$ 17,343	\$ 17,777	\$ 18,221	\$ 18,676	\$ 19,144	\$ 19,622	\$ 20,113	\$ 20,616	\$ 21,131

SAFETY EXECUTIVE MANAGEMENT

Fire Chief	\$ 20,930	\$ 21,453	\$ 21,989	\$ 22,538	\$ 23,102	\$ 23,680	\$ 24,272	\$ 24,879	\$ 25,500	\$ 26,138
Police Chief	\$ 20,930	\$ 21,453	\$ 21,989	\$ 22,538	\$ 23,102	\$ 23,680	\$ 24,272	\$ 24,879	\$ 25,500	\$ 26,138

Salaries are effective the beginning of the pay period containing July 1, 2026

**Assistant City Manager - An Executive Management position that is also appointed as the Assistant City Manager will receive additional differential pay of \$2,950

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2024 - JUNE 30, 2025
MANAGEMENT

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Accountant	\$ 6,616	\$ 6,787	\$ 6,951	\$ 7,123	\$ 7,304	\$ 7,487	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264
Accounting Supervisor	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115
Assistant to the City Manager	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969
Building Official	\$ 11,930	\$ 12,229	\$ 12,534	\$ 12,848	\$ 13,169	\$ 13,498	\$ 13,836	\$ 14,182	\$ 14,536	\$ 14,900
Buyer	\$ 5,996	\$ 6,145	\$ 6,298	\$ 6,457	\$ 6,616	\$ 6,787	\$ 6,951	\$ 7,123	\$ 7,304	\$ 7,487
City Clerk	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579
City Engineer	\$ 11,930	\$ 12,229	\$ 12,534	\$ 12,848	\$ 13,169	\$ 13,498	\$ 13,836	\$ 14,182	\$ 14,536	\$ 14,900
Communication and Engagement Officer	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321
Crime Analyst/Investigative Support Specialist	\$ 7,487	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352
Deputy City Manager	\$ 11,969	\$ 12,270	\$ 12,576	\$ 12,891	\$ 13,212	\$ 13,545	\$ 13,882	\$ 14,231	\$ 14,584	\$ 14,947
Deputy Development Services Director	\$ 13,123	\$ 13,452	\$ 13,788	\$ 14,133	\$ 14,486	\$ 14,848	\$ 15,219	\$ 15,600	\$ 15,990	\$ 16,389
Deputy Director of Recreation and Community Services	\$ 11,930	\$ 12,229	\$ 12,534	\$ 12,848	\$ 13,169	\$ 13,498	\$ 13,836	\$ 14,182	\$ 14,536	\$ 14,900
Deputy Public Works Services Director	\$ 12,535	\$ 12,848	\$ 13,169	\$ 13,498	\$ 13,836	\$ 14,182	\$ 14,536	\$ 14,900	\$ 15,272	\$ 15,654
Economic Development Manager	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969	\$ 12,270	\$ 12,576	\$ 12,891	\$ 13,212
Environmental Services Manager	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321
Financial Services Manager/Treasurer	\$ 11,678	\$ 11,969	\$ 12,270	\$ 12,576	\$ 12,891	\$ 13,212	\$ 13,545	\$ 13,882	\$ 14,231	\$ 14,584
Fire Marshal	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969	\$ 12,270	\$ 12,576
General Services Superintendent	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969
Human Resources Administrator	\$ 11,678	\$ 11,969	\$ 12,270	\$ 12,576	\$ 12,891	\$ 13,212	\$ 13,545	\$ 13,882	\$ 14,231	\$ 14,584
Human Resources Analyst	\$ 7,304	\$ 7,487	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123
Human Resources Manager	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969
Information Technology Manager	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969	\$ 12,270
Library Services Manager	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969
Management Aide	\$ 5,848	\$ 5,996	\$ 6,145	\$ 6,298	\$ 6,457	\$ 6,616	\$ 6,787	\$ 6,951	\$ 7,123	\$ 7,304
Management Analyst	\$ 7,487	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352
Planning Services Manager	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969
Police Records Manager	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321
Principal Civil Engineer	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969	\$ 12,270	\$ 12,576	\$ 12,891	\$ 13,212	\$ 13,545
Project Manager	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678
Purchasing Officer	\$ 6,787	\$ 6,951	\$ 7,123	\$ 7,304	\$ 7,487	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264	\$ 8,469
Recreation Supervisor	\$ 6,616	\$ 6,787	\$ 6,951	\$ 7,123	\$ 7,304	\$ 7,487	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264
Senior Accountant	\$ 7,673	\$ 7,868	\$ 8,062	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583
Senior Human Resources Analyst	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321
Senior Management Analyst	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321
Streets Superintendent	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321	\$ 10,579	\$ 10,844	\$ 11,115	\$ 11,394	\$ 11,678	\$ 11,969
Transportation Services Manager	\$ 8,264	\$ 8,469	\$ 8,682	\$ 8,899	\$ 9,123	\$ 9,352	\$ 9,583	\$ 9,824	\$ 10,072	\$ 10,321
Utilities Manager	\$ 11,394	\$ 11,678	\$ 11,969	\$ 12,270	\$ 12,576	\$ 12,891	\$ 13,212	\$ 13,545	\$ 13,882	\$ 14,231

Salaries are effective the beginning of the pay period containing July 1, 2024

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2025 - JUNE 30, 2026
MANAGEMENT**

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Accountant	\$ 7,013	\$ 7,194	\$ 7,368	\$ 7,550	\$ 7,742	\$ 7,936	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760
Accounting Supervisor	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782
Assistant to the City Manager	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687
Building Official	\$ 12,646	\$ 12,962	\$ 13,287	\$ 13,619	\$ 13,959	\$ 14,308	\$ 14,666	\$ 15,032	\$ 15,408	\$ 15,793
Buyer	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,844	\$ 7,013	\$ 7,194	\$ 7,368	\$ 7,550	\$ 7,742	\$ 7,936
City Clerk	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214
City Engineer	\$ 12,646	\$ 12,962	\$ 13,287	\$ 13,619	\$ 13,959	\$ 14,308	\$ 14,666	\$ 15,032	\$ 15,408	\$ 15,793
Communication and Engagement Officer	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940
Crime Analyst/Investigative Support Specialist	\$ 7,936	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913
Deputy City Manager	\$ 12,687	\$ 13,006	\$ 13,331	\$ 13,664	\$ 14,005	\$ 14,358	\$ 14,715	\$ 15,085	\$ 15,459	\$ 15,844
Deputy Development Services Director	\$ 13,911	\$ 14,259	\$ 14,615	\$ 14,981	\$ 15,355	\$ 15,739	\$ 16,132	\$ 16,536	\$ 16,949	\$ 17,373
Deputy Director of Recreation and Community Services	\$ 12,646	\$ 12,962	\$ 13,287	\$ 13,619	\$ 13,959	\$ 14,308	\$ 14,666	\$ 15,032	\$ 15,408	\$ 15,793
Deputy Public Works Services Director	\$ 13,287	\$ 13,619	\$ 13,959	\$ 14,308	\$ 14,666	\$ 15,033	\$ 15,409	\$ 15,794	\$ 16,189	\$ 16,593
Economic Development Manager	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687	\$ 13,006	\$ 13,331	\$ 13,664	\$ 14,005
Environmental Services Manager	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940
Financial Services Manager/Treasurer	\$ 12,379	\$ 12,687	\$ 13,006	\$ 13,331	\$ 13,664	\$ 14,005	\$ 14,358	\$ 14,715	\$ 15,085	\$ 15,459
Fire Marshal	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687	\$ 13,006	\$ 13,331
General Services Superintendent	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687
Human Resources Administrator	\$ 12,379	\$ 12,687	\$ 13,006	\$ 13,331	\$ 13,664	\$ 14,005	\$ 14,358	\$ 14,715	\$ 15,085	\$ 15,459
Human Resources Analyst	\$ 7,742	\$ 7,936	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670
Human Resources Manager	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687
Information Technology Manager	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687	\$ 13,006
Library Services Manager	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687
Management Aide	\$ 6,199	\$ 6,356	\$ 6,514	\$ 6,676	\$ 6,844	\$ 7,013	\$ 7,194	\$ 7,368	\$ 7,550	\$ 7,742
Management Analyst	\$ 7,936	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913
Planning Services Manager	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687
Police Records Manager	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940
Principal Civil Engineer	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687	\$ 13,006	\$ 13,331	\$ 13,664	\$ 14,005	\$ 14,358
Project Manager	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379
Purchasing Officer	\$ 7,194	\$ 7,368	\$ 7,550	\$ 7,742	\$ 7,936	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760	\$ 8,977
Recreation Supervisor	\$ 7,013	\$ 7,194	\$ 7,368	\$ 7,550	\$ 7,742	\$ 7,936	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760
Senior Accountant	\$ 8,133	\$ 8,340	\$ 8,546	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158
Senior Human Resources Analyst	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940
Senior Management Analyst	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940
Streets Superintendent	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940	\$ 11,214	\$ 11,495	\$ 11,782	\$ 12,078	\$ 12,379	\$ 12,687
Transportation Services Manager	\$ 8,760	\$ 8,977	\$ 9,203	\$ 9,433	\$ 9,670	\$ 9,913	\$ 10,158	\$ 10,413	\$ 10,676	\$ 10,940
Utilities Manager	\$ 12,078	\$ 12,379	\$ 12,687	\$ 13,006	\$ 13,331	\$ 13,664	\$ 14,005	\$ 14,358	\$ 14,715	\$ 15,085

Salaries are effective the beginning of the pay period containing July 1, 2025

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2026 - JUNE 30, 2027
MANAGEMENT

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Accountant	\$ 7,364	\$ 7,554	\$ 7,736	\$ 7,928	\$ 8,129	\$ 8,333	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198
Accounting Supervisor	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371
Assistant to the City Manager	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322
Building Official	\$ 13,279	\$ 13,611	\$ 13,951	\$ 14,300	\$ 14,657	\$ 15,024	\$ 15,399	\$ 15,784	\$ 16,179	\$ 16,583
Buyer	\$ 6,674	\$ 6,839	\$ 7,010	\$ 7,187	\$ 7,364	\$ 7,554	\$ 7,736	\$ 7,928	\$ 8,129	\$ 8,333
City Clerk	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774
City Engineer	\$ 13,279	\$ 13,611	\$ 13,951	\$ 14,300	\$ 14,657	\$ 15,024	\$ 15,399	\$ 15,784	\$ 16,179	\$ 16,583
Communication and Engagement Officer	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487
Crime Analyst/Investigative Support Specialist	\$ 8,333	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409
Deputy City Manager	\$ 13,322	\$ 13,657	\$ 13,997	\$ 14,348	\$ 14,705	\$ 15,076	\$ 15,451	\$ 15,839	\$ 16,232	\$ 16,636
Deputy Development Services Director	\$ 14,606	\$ 14,972	\$ 15,346	\$ 15,730	\$ 16,123	\$ 16,526	\$ 16,939	\$ 17,362	\$ 17,797	\$ 18,241
Deputy Director of Recreation and Community Services	\$ 13,279	\$ 13,611	\$ 13,951	\$ 14,300	\$ 14,657	\$ 15,024	\$ 15,399	\$ 15,784	\$ 16,179	\$ 16,583
Deputy Public Works Services Director	\$ 13,951	\$ 14,300	\$ 14,657	\$ 15,024	\$ 15,399	\$ 15,784	\$ 16,179	\$ 16,583	\$ 16,998	\$ 17,423
Economic Development Manager	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322	\$ 13,657	\$ 13,997	\$ 14,348	\$ 14,705
Environmental Services Manager	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487
Financial Services Manager/Treasurer	\$ 12,998	\$ 13,322	\$ 13,657	\$ 13,997	\$ 14,348	\$ 14,705	\$ 15,076	\$ 15,451	\$ 15,839	\$ 16,232
Fire Marshal	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322	\$ 13,657	\$ 13,997
General Services Superintendent	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322
Human Resources Administrator	\$ 12,998	\$ 13,322	\$ 13,657	\$ 13,997	\$ 14,348	\$ 14,705	\$ 15,076	\$ 15,451	\$ 15,839	\$ 16,232
Human Resources Analyst	\$ 8,129	\$ 8,333	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154
Human Resources Manager	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322
Information Technology Manager	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322	\$ 13,657
Library Services Manager	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322
Management Aide	\$ 6,509	\$ 6,674	\$ 6,839	\$ 7,010	\$ 7,187	\$ 7,364	\$ 7,554	\$ 7,736	\$ 7,928	\$ 8,129
Management Analyst	\$ 8,333	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409
Planning Services Manager	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322
Police Records Manager	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487
Principal Civil Engineer	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322	\$ 13,657	\$ 13,997	\$ 14,348	\$ 14,705	\$ 15,076
Project Manager	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998
Purchasing Officer	\$ 7,554	\$ 7,736	\$ 7,928	\$ 8,129	\$ 8,333	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198	\$ 9,426
Recreation Supervisor	\$ 7,364	\$ 7,554	\$ 7,736	\$ 7,928	\$ 8,129	\$ 8,333	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198
Senior Accountant	\$ 8,540	\$ 8,757	\$ 8,973	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666
Senior Human Resources Analyst	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487
Senior Management Analyst	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487
Streets Superintendent	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487	\$ 11,774	\$ 12,069	\$ 12,371	\$ 12,682	\$ 12,998	\$ 13,322
Transportation Services Manager	\$ 9,198	\$ 9,426	\$ 9,663	\$ 9,905	\$ 10,154	\$ 10,409	\$ 10,666	\$ 10,934	\$ 11,210	\$ 11,487
Utilities Manager	\$ 12,682	\$ 12,998	\$ 13,322	\$ 13,657	\$ 13,997	\$ 14,348	\$ 14,705	\$ 15,076	\$ 15,451	\$ 15,839

Salaries are effective the beginning of the pay period containing July 1, 2026

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2024 - JUNE 30, 2025
SAFETY MANAGEMENT**

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Fire Battalion Chief Police Lieutenant	\$ 15,541	\$ 15,929	\$ 16,328	\$ 16,736	\$ 17,154	\$ 17,583	\$ 18,023	\$ 18,473	\$ 18,935	\$ 19,408
Deputy Fire Chief Police Captain	\$ 17,095	\$ 17,522	\$ 17,960	\$ 18,409	\$ 18,870	\$ 19,341	\$ 19,825	\$ 20,321	\$ 20,829	\$ 21,349

Salaries are effective the beginning of the pay period containing July 1, 2024

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2025 - JUNE 30, 2026
SAFETY MANAGEMENT**

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Fire Battalion Chief Police Lieutenant	\$ 16,473	\$ 16,885	\$ 17,307	\$ 17,740	\$ 18,183	\$ 18,638	\$ 19,104	\$ 19,582	\$ 20,071	\$ 20,573
Deputy Fire Chief Police Captain	\$ 18,121	\$ 18,574	\$ 19,038	\$ 19,514	\$ 20,002	\$ 20,502	\$ 21,014	\$ 21,540	\$ 22,078	\$ 22,630

Salaries are effective the beginning of the pay period containing July 1, 2025

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2026 - JUNE 30, 2027
SAFETY MANAGEMENT**

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Fire Battalion Chief Police Lieutenant	\$ 17,297	\$ 17,729	\$ 18,173	\$ 18,627	\$ 19,093	\$ 19,570	\$ 20,059	\$ 20,561	\$ 21,075	\$ 21,602
Deputy Fire Chief Police Captain	\$ 19,027	\$ 19,502	\$ 19,990	\$ 20,490	\$ 21,002	\$ 21,527	\$ 22,065	\$ 22,617	\$ 23,182	\$ 23,762

Salaries are effective the beginning of the pay period containing July 1, 2026

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2024 - JUNE 30, 2025
UNREPRESENTED**

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Executive Assistant	\$ 6,282	\$ 6,437	\$ 6,599	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,843
Human Resources Technician	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761

Salaries are effective the beginning of the pay period containing July 1, 2024

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2025 - JUNE 30, 2026
UNREPRESENTED**

Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Executive Assistant	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,532	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,314
Human Resources Technician	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167

Salaries are effective the beginning of the pay period containing July 1, 2025

**EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2026 - JUNE 30, 2027
UNREPRESENTED**

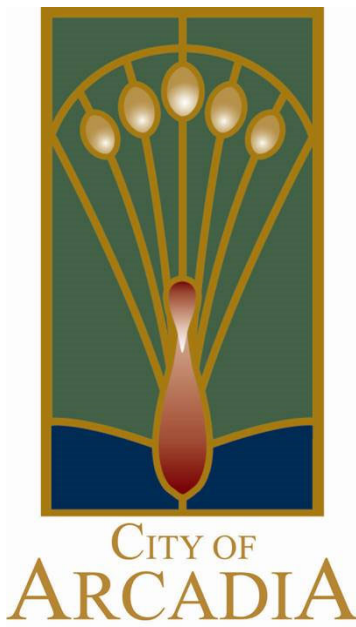
Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Executive Assistant	\$ 6,992	\$ 7,164	\$ 7,344	\$ 7,525	\$ 7,714	\$ 7,908	\$ 8,106	\$ 8,309	\$ 8,515	\$ 8,730
Human Resources Technician	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526

Salaries are effective the beginning of the pay period containing July 1, 2026

CITY OF ARCADIA

FRINGE BENEFITS RESOLUTION

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



JULY 1, 202~~4~~⁴ – JUNE 30, 202~~7~~⁷

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SECTION 1. PURPOSE

The Fringe Benefits Resolution is a consolidation of previously adopted resolutions concerning City Council, Executive Management, Management, and Unrepresented Employees. Resolution No. ~~7383-7598~~ sets forth the wages, hours, and other terms and conditions of employment for employees within these classifications ~~and provides paid sick leave for Part-Time Unrepresented Employees pursuant to AB1522.~~

SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“Unrepresented Confidential Employee” shall mean any benefitted Employee (receiving CalPERS and a benefit allowance) that is not an Executive or Management Employee, is not represented by a recognized Employee organization, and typically handles confidential matters as a course of their job duties. Classifications in this group include Executive Assistant assigned to the

City Manager's Office, Human Resources Technician, and similar Classifications as they may be added or amended over time (referred to as Confidential herein).

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

SECTION 3. COMPENSATION

A. BASE SALARIES AND ONE-TIME BONUS

~~The salary schedules for Classifications covered by this resolution are set forth in Exhibit A and incorporated herein.~~

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

- Effective the beginning of the pay period containing July 1, 2024: 7%
- Effective the beginning of the pay period containing July 1, 2025: 6%
- Effective the beginning of the pay period containing July 1, 2026: 5%

In addition, it is the intent to adjust salary ranges to allow at least a 10% increase when promoting into higher Classifications. The base salary increases for all Classifications covered by this resolution, including any applicable adjustments, have been incorporated into t~~The salary schedules for Classifications covered by this resolution are~~ as set forth in Exhibit A and incorporated herein.

Employees covered by this resolution will receive a one-time Non-PERSable bonus paid through City payroll upon the adoption of this resolution. The collective amount of \$114,300 will be distributed evenly to Employees covered by this resolution as of date of adoption.

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

~~Dependent upon the distribution method as determined by the City Manager, employees covered by this resolution may receive a one-time Non-PERSable bonus paid through~~

~~City payroll upon the adoption of this resolution. The collective amount to be distributed to those employees is \$153,832.~~

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

B. BILINGUAL PAY

The City will offer bilingual pay to Management and Confidential Employees. The total number of positions authorized for bilingual pay at any time is at the discretion of the Employee's Department Director. To qualify, an Employee must pass the test developed or utilized by the City for languages specified by the City. An employee designated to receive bilingual pay shall receive \$75 per pay period for Mandarin and \$40 per pay period for all other languages.

C. ASSISTANT CITY MANAGER DIFFERENTIAL PAY

The existing \$1,000 per month differential pay for an Executive Management position that is also appointed as Assistant City Manager will increase to the monthly amounts listed below:

- The beginning of the pay period containing July 1, 2024: \$2,650
- The beginning of the pay period containing July 1, 2025: \$2,800
- The beginning of the pay period containing July 1, 2026: \$2,950

SECTION 4. SALARY STEP ADVANCEMENT

A. The advancement through the salary steps shall be based upon performance and continuous service in the same classification. The percentage between steps is approximately 2.5%. Employees will advance in their rates of compensation two steps (approximately 5.0%) on their anniversary dates. The following schedule is an example of merit increases when an Employee begins employment at step A in a new classification not previously held by the Employee:

A Step to C Step: 6 months

All other Steps: 12 months

Employees starting service at Step A in a new classification, whether newly hired or promoted, will be eligible for a step increase consideration at 6 months of service

in their new classification. If a step increase is granted at 6 months, the next step increase consideration will be 12 months from this date and annually thereafter. Employees starting service at any other salary step in a new classification, whether newly hired or promoted, will be eligible for a step increase consideration at 12 months of service in their new classification and annually thereafter.

For Department Directors reporting directly to the City Manager, the advancement through the salary steps shall be based on performance without regard to the continuous service time requirements cited above. The rate of advancement shall be from 0% to 7.5%, or no movement to a maximum of three steps. Pursuant to the City Charter Section 809, evaluation of the Library and Museum Services Director shall be by the Library Board; however, the City Manager shall provide input into the process.

- B. Salary step advancements may be withheld or delayed by the appointing authority if an Employee's performance does not merit such advancement.
- C. With the approval of the City Manager, an Employee may be hired at any step within the salary range applicable to the position.
- D. The City Manager shall have the authority to advance an Employee's salary step within that Employee's salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.
- E. Upon adoption of this Resolution and until June 30, 2027⁴, unless extended by the City Council, the City Manager shall have discretionary authority to allow an annual performance bonus up to 3% of an Employee's annual salary to full-time Employees covered by this resolution who receive a Meritorious or Superior evaluation. Receiving a Meritorious or Superior evaluation is not a guarantee of receiving a bonus, only a minimum standard for qualification. It shall be the City Manager's sole authority to determine whether to allow a bonus and at what amount. The performance bonus shall be subject to the availability of funds as determined by the City.

SECTION 5. PROMOTIONAL STEP ADVANCEMENT

- A. When an Employee is promoted, their pay shall advance to the lowest salary step in the new classification range such that it will provide a 5% increase in compensation, or two steps. If the lowest salary in the new classification is the top step, the Employee's pay will be advanced to the top step, even if it provides less than a 5%, or two step, increase.
- B. When an Employee is promoted to a higher classification, the date of the promotion shall be used in determining the date of the future step increases. Future step increases for promotions will follow Section 4. "Salary Step Advancement".

SECTION 6. OVERTIME

- A. When necessary to perform essential work, a Department Director may require Management and Unrepresented Employees to work at any time other than during regular working hours until such work is accomplished. Management and Executive Management Employees are generally considered positions that are exempt from standard overtime rules. Job specifications for each Classification shall clearly state whether the position is considered exempt. Employees that are not exempt from standard overtime rules and are required to work hours which cause the Employee to be in a work status in excess of 40 hours in a designated workweek shall be paid at the rate of time and one-half the Employee's regular rate of pay. The Department Director may permit an Employee to accumulate compensatory time in lieu of paid overtime; however, the Employee shall not be permitted to accumulate more than 100 hours of compensatory time at any time.
- B. Fire Battalion Chiefs working in excess of a 56-hour workweek shall receive overtime at straight time for operational assignments as defined by the Fire Chief and are eligible for Management Leave. A Fire Battalion Chief assigned to a strike team and working in excess of a 56-hour workweek will receive overtime at 1.5 times the hourly rate. No other Management Employees are eligible to receive any form of overtime compensation for additional hours worked, except as stated in Section 8.
- C. A Deputy Fire Chief who works in excess of a 40-hour workweek for purposes of strike team backfill or while deployed on a strike team assignment will receive overtime at 1.5 times the hourly rate when authorized by the Fire Chief.

SECTION 7. RETIREMENT

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

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

1. Miscellaneous Employees - 2.5% @ 55 retirement formula (Government Code §21354.4); Public Safety Employees - 3% @ 50 retirement formula (Government Code §21362.2).
2. Single highest year final compensation (Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).

5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employees shall make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The Employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and the provisions set forth herein will be reviewed by the City Manager and City Council. The cost sharing arrangement will be implemented as follows:
 - a. Miscellaneous Employees: Employees will pay 7% of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.
 - b. Public Safety Employees: Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also continue to contribute an additional 3% cost for CalPERS retirement, for a total of 12%. through a phase-in approach as follows:
 - i. ~~Effective beginning the pay period following Council adoption of this resolution, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.~~

~~ii. Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.~~

~~iii. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 12%.~~

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

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

13. Pre-Retirement Option 2W Death Benefit (Government Code §21548): Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees will split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit, which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety Employees. The cost-sharing arrangement will be implemented as follows:

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

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

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

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

1. Miscellaneous Employees - 2.0% @ 60 retirement formula (Government Code §21363.1); Public Safety Employees - 3% @ 55 retirement formula (Government Code §21363.1).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay the full 7% member contribution to CalPERS via payroll deduction.
11. Public Safety Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also continue to contribute an additional 3% cost for CalPERS retirement, for a total of 12%. ~~through a phase-in approach as follows:~~
 - a. ~~Effective beginning the pay period following Council adoption of this resolution, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.~~
 - b. ~~Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.~~

~~c. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 12%.~~

12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:

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

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

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

1. Miscellaneous Employees - 2.0% @ 62 retirement formula (Government Code §7522.20); Public Safety Employees – 2.7% at age 57 retirement formula (Government Code §7522.25(d)).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).

7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay 50% of the normal cost, as determined by CalPERS, currently at 6.75%, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
11. Public Safety Employees will pay 50% of the normal cost, as determined by CalPERS, currently at 12%, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:
 - a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
 - b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

D. DEFERRED COMPENSATION

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

Effective the first pay period following Council adoption of this Resolution, the City will match each Executive and Management employee's contribution to the employee's 457 Deferred Compensation Account up to \$300 per month. It is understood that contributions are made on a per pay period basis, 24 times per year.

SECTION 8. SPECIAL ASSIGNMENT PAY

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

SECTION 9. LONGEVITY PAY

Effective the beginning of the pay period containing July 1, 2024, a Longevity Pay benefit will be provided to Executive, Management, and Confidential Employees based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period (Executive and Management)</u>	<u>Amount Per Pay Period (Confidential Employees)</u>
<u>5-9 Years:</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>10-14 Years:</u>	<u>\$138.46</u>	<u>\$76.00</u>
<u>15-19 Years:</u>	<u>\$276.92</u>	<u>\$100.00</u>
<u>20+ Years:</u>	<u>\$369.23</u>	<u>\$230.77</u>

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

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

SECTION 10. ACTING PAY

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

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

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

SECTION 11. TUITION ADVANCEMENT/REIMBURSEMENT

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

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

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

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

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

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

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

SECTION 12. UNIFORMS

- A. Effective July 1, 2024, and At the beginning of ~~the each~~ fiscal year, Employees in the classification of Police Chief, Police Captain, and Police Lieutenant shall receive ~~\$1,000~~750 for the purchase of safety equipment. \$647 shall be reported to CalPERS as special compensation for Uniform Allowance. This amount shall be prorated if hired or promoted after the start of the fiscal year.
- B. At the beginning of the fiscal year, employees in the classification of Fire Chief, Deputy Fire Chief, and Battalion Chief shall have a uniform allowance of \$655 reported annually to CalPERS as special compensation. This amount shall be prorated if hired or promoted after the start of the fiscal year.
- C. For the duration of the Resolution, uniforms shall be provided to those employee Management Employees currently receiving uniforms under the same conditions specified in their respective Department Policies. The City shall continue to report an amount up to \$170.56 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law.

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

SECTION 13. AUTO ALLOWANCE

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

Entertainment, Gift, and Car Expenses for more information concerning taxation of this benefit.

SECTION 14. MILEAGE REIMBURSEMENT

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

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

A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE OCTOBER 1, 2024 JULY 1, 2021

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

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees' Medical and Hospital Care Act ("PEMHCA Minimum") per month per Employee for health insurance. The PEMHCA minimum is included within the City's contribution monthly benefit allowance.
2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
3. Vision Insurance: The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.
4. Optional Benefits: For employees hired before October 1, 2024, Ssubject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee's benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows, effective July 1, 2024:

Health/Dental/Vision Benefit Allowance (per month)

	<u>Employee Only</u>	<u>Employee +1</u>	<u>Family</u>
City Council & Miscellaneous Executive Management	\$1,504.00	<u>\$1,550.00</u>	<u>\$2,150.00</u>
Public Safety Executive Management	\$1,548.50	<u>\$1,550.00</u>	<u>\$2,150.00</u>
Public Safety Management	\$1,445.50	<u>\$1,550.00</u>	<u>\$2,150.00</u>
Miscellaneous Management	\$1,402.00	<u>\$1,550.00</u>	<u>\$2,150.00</u>
Unrepresented Confidential Employees	\$1,072.00	<u>\$1,400.00</u>	<u>\$1,800.00</u>
Law Enforcement Recruits & <u>Firefighter Recruits</u>	\$ 620.00	<u>\$700.00</u>	<u>\$900.00</u>

~~a. If the City's contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash as taxable income.~~

~~a. These employees who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021, and then reduced to an amount that will allow the City wide Total Medical Plan Payment to be less than 20%. The amount of the reduction will not be greater than 19.51% of the amount received as of July 1, 2021. This amount will result in the employee's new capped cash in lieu for the term of this resolution.~~

~~b.a. These employees who qualify to receive cash as taxable income and who subsequently reduce their cash in lieu amount through a qualifying change, shall be subject to the new cash in lieu cap based on their elected reduced amount, and will forfeit their previous cash in lieu cap.~~

~~c.a. Employees who do not take cash in lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible for cash in lieu.~~

d.a. If the premium cost of the health plan exceeds the City contribution, the Employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.

e.b. The Employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

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

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

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

B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2024
JULY 2, 2021

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

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

4. Optional Benefits: For employees hired on or after October 1, 2024, Ssubject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee’s benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows, effective October 1, 2024:

Health/Dental/Vision Benefit Allowance (per month)

	<u>Employee Only</u>	<u>Employee +1</u>	<u>Family</u>
<u>City Council, Miscellaneous & Safety Executives, Miscellaneous and Safety Management</u>	<u>\$ 866</u>	<u>\$ 1,550</u>	<u>\$2,150</u>
<u>Unrepresented Confidential Employees</u>	<u>\$866</u>	<u>\$1,400</u>	<u>\$1,800</u>
<u>Law Enforcement Recruits & Firefighter Recruits</u>	<u>\$ 620</u>	<u>\$ 700</u>	<u>\$ 900</u>

City Council & Miscellaneous Executive Management	\$1,504.00
Public Safety Executive Management	\$1,548.50
Public Safety Management	\$1,445.50
Miscellaneous Management	\$1,402.00
Unrepresented Confidential Employees	\$1,072.00
Law Enforcement Recruits	\$ 620.00

~~a. If the City’s contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage. No amount shall be given in cash as taxable income.~~

~~b.a.~~ If the premium cost of the health plan exceeds the City contribution, the Employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.

~~c.b.~~ Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.

C. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS

1. Excess Contributions for Employees Hired Before July 1, 2021. If the City's contribution, up the maximum amount shown below, exceeds the cost of the employee's elected-only coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed toward the cost of dependent coverage or to the employee in cash as taxable income.

<u>City Council & Miscellaneous Executive Management</u>	<u>\$1,504.00</u>
<u>Public Safety Executive Management</u>	<u>\$1,548.50</u>
<u>Public Safety Management</u>	<u>\$1,445.50</u>
<u>Miscellaneous Management</u>	<u>\$1,402.00</u>
<u>Unrepresented Confidential Employees</u>	<u>\$1,072.00</u>
<u>Law Enforcement Recruits</u>	<u>\$ 620.00</u>

a. Those employees hired before July 1, 2021, who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021, and then reduced to an amount that will allow the City-wide Total Medical Plan Payment to be less than 20%. The amount of the reduction will not be greater than 19.51% of the amount received as of July 1, 2021. This amount will result in the employee's new capped cash-in-lieu for the term of this resolution.

b. Those employees hired before July 1, 2021, who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu cap based on their elected reduced amount, and will forfeit their previous cash-in-lieu cap.

c. Employees hired before July 1, 2021, who did not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible for cash-in-lieu.

2. Cash In Lieu of City Coverage for Circumstances Under Which An Employees Hired Before July 1, 2021, 7/1/2021, Can Receive Cash in Lieu of City Coverage: An eEmployees isare required to carry one of the City's designated medical plans unless they opt out. An eEmployees hired before July 1, 2021 7/1/2021 may receive cash-in-lieu subject to the provisions in this section for opting out of the City's

designated medical plans, up to the maximum amounts listed in Section 15.C.1. above, during the annual open enrollment period by signing a written waiver each year, that attests that the employee and each member of the employee's Tax Family (i.e. all individuals for whom the employee expects to claim a personal exemption deduction for the upcoming tax year) each has alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California) for the upcoming tax year. If the eEmployees provides the executed written waiver and documentation confirming that they are enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in Section 15.C.1. above this section, and subject to the limitations enumerated in Section 15.C.1.a-c to be taken as taxable income.

SECTION 16. LIFE INSURANCE

- A. Effective as soon as practical with the insurance carrier, ~~T~~he City shall provide the City Council with Group Term Life and Accidental Death and Dismemberment (AD&D) insurance in the amount of \$7535,000.
- B. Effective as soon as practical with the insurance carrier, Executive and Management Employees shall be provided Group Term Life and AD&D insurance equal to their annual salary rounded to the nearest (next highest) one thousand dollars, plus an additional \$7525,000 Term Life and AD&D policy.
- C. Effective as soon as practical with the insurance carrier, ~~T~~he City shall provide Confidential and Unrepresented Employees with Group Term Life and AD&D insurance in the amount of \$7525,000.
- D. An optional Employee-paid Group Term Life insurance policy shall be offered to all full-time Executive, Management, Confidential, and Unrepresented Employees.

SECTION 17. LONG TERM DISABILITY INSURANCE

- A. The City shall provide Executive, Management, and Confidential Employees with Group Long Term Disability (LTD) Insurance.
- B. An optional Employee-paid Group LTD "buy-up benefit" shall also be offered to Executive, Management, and Confidential Employees.
- C. Executive and Management Employees will receive 0.5% of their annual salary that may be used to buy additional LTD insurance from the City's provider to achieve up to \$10,000 per month maximum benefits coverage. If the Employee does not desire additional LTD insurance or there is a portion of the 0.5%

remaining, the Employee may ~~apply part of or all of this 0.5% of annual salary benefit to the Employee's deferred compensation account with the City's deferred compensation program, or~~ take this amount as additional compensation.

SECTION 18. RETIREE HEALTH INSURANCE

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

Program Description for Employees Retiring On or After January 1, 2012

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

Premium Payment

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

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

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

Program Description for Employees Retiring On or After January 1, 2025

For Employees hired before July 1, 2011, and retiring from the City on or after January 1, 2025, the City will provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., One-Party or Two-Party) as shown below. The amounts shown below include the PEMHCA Minimum. The PEMHCA Minimum is paid directly to CalPERS, not to the eligible retiree.

- One-Party (Retiree Only): \$866
- Two-Party (Retiree + Spouse): \$1,550

Premium Payment

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

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

Eligibility Requirements

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

1. **Executive Management Employees** who retire from the City on a service, disability, or industrial disability retirement must have a minimum of 15 years of public service, of which at least 5 continuous years of service are with the City of Arcadia.
2. **Management and Confidential Employees** who retire on a service, disability, or industrial disability retirement must have a minimum of 1,000 hours of accumulated sick leave at the date of retirement, except for 56-Hour Fire Safety Management Employees, who shall have a minimum of 1,500 hours.

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

- a. The Employee must have reached age 55 (50 for Fire Safety Management). This requirement is not applicable if the Employee is retiring due to disability or industrial disability retirement; and
- b. The Employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and
- c. The Employee would be limited to purchasing a maximum of 350 hours of sick leave (525 hours for 56-Hour Fire Safety Management) provided,

however, upon verification of information from a qualified medical provider that an Employee has substantially depleted the Employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the Employee or a family dependent living in the Employee's household, this purchase limitation of 350 hours will be excused.

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

B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

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

SECTION 19. PHYSICAL EXAMINATIONS – MANAGEMENT

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

SECTION 20. LEAVES OF ABSENCE

A. Miscellaneous Leaves of Absence

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

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

coverage to the Administrative Services Department. However, if an Employee has accrued leaves and uses a minimum of 40 hours of leave per pay period, the City will continue normal health insurance contributions. The aforementioned leaves must be permissible with the specific use requirements of such leave.

B. Family Care and Medical Leaves

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

SECTION 21. VACATION ACCRUAL RATE

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

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	4.616
Beginning of the 5 th year through completion of the 9 th year:	5.231
Beginning of the 10 th year <u>through completion of the 14th year and beyond:</u>	6. <u>770154</u>
<u>Beginning of the 15th year and beyond:</u>	<u>7.692</u>

Additionally, Miscellaneous and Safety Executive Management Employees shall accumulate vacation at the rate of 7.6926.154 hours per pay period after they have served 20 years in paid public service with all public agencies including at the City of Arcadia and any other public service organization where they were employed, subject to the written approval of the City Manager.

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

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

~~Additionally, upon hire, Safety Executive Management Employees with 20 years of paid public service with any public agencies including the City of Arcadia and any other public service organization, shall accumulate vacation at the rate of 7.692 hours per pay period, subject to the written approval of the City Manager.~~

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

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

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

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

DE. Law Enforcement Recruits and Firefighter Recruits shall not accrue vacation leave.

EF. The City Manager may approve a higher vacation accrual rate based on total public agency work experience for new hires covered by this resolution.

SECTION 22. VACATION LEAVE

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

BA. Accrual Cap: Effective the beginning of the pay period following Council adoption of this Resolution, ~~the remaining 50% of an~~ Employee's vacation accrual shall be allowed to accumulate as shown below. Once an Employee has accumulated the

maximum amount, no more vacation will be accrued by the Employee until the Employee's accrual has been reduced below the maximum amount.

Employee Class	Accrual Cap (Maximum)
Executive Management Employees, and the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief	5400 hours
All Other Management Employees and Confidential Employees	0-4 years of service: 2400 hours 5-9 years of service: 2400 hours 10-14 years of service: 3500 hours 15+ years of service: 4500 hours

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

CB. Sell Back: Effective for the calendar year 2025 and every year thereafter, by December 31 (beginning in 2024) of each year, employees who wish to sell back vacation time must make an irrevocable election to cash out up to the total vacation hours that will be earned in the following calendar year, as shown below. Employees may sell back vacation time each calendar year at the hourly rate earned at the time the Employee opts to sell the time back subject to the following limitations:

Employee Class	Sell Back Hours Per Calendar Year
Miscellaneous <u>and Safety</u> Executive Management Employees	Up to: 120 1-4 Yrs: 120 5-9 Yrs: 136 10-14 Yrs: 176 15+ Yrs: 200
Safety Executive Management Employees	Up to 140
Miscellaneous Management Employees <u>and Confidential Employees</u>	Up to: 80 0-4 Yrs: 80 5-9 Yrs: 120 10-14 Yrs: 136 15+ Yrs: 160
Police Safety Management Employees, <u>Deputy Fire Chief, and Fire Battalion Chief (40-Hour Workweek)</u>	Up to: 100 0-9 Yrs: 120 10-14 Yrs: 176 15+ Yrs: 200
Deputy Fire Chief	Up to 100

Fire Battalion Chief (40-hour workweek)	Up to 100
Fire Battalion Chief (56-hour workweek)	Up to: 150 0-9 Yrs: 180 10-14 Yrs: 264 15+ Yrs: 288
Confidential Employees	Up to the amount of vacation used, by the date of request, not to exceed 80 hours.

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

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

3.4. An employee may designate one additional person per 12-month period at the time the employee requests sick leave.

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

- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 2440 hours or five (5)3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment. The City Manager –or designee may require a medical examination by a physician after the employee has used the first 2440 hours or 35 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

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

- E. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section c. an employee may use up to one-half of their annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner, and an employee may designate one additional person per 12-month period at the time the employee requests sick leave.
- F. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their Department Director within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
- G. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- H. If an employee separates from employment with the City and is rehired within one year from separation, up to 8048 hours or 106 days, whichever is greater

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

- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

Management Employees assigned to a 40-hour workweek

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

Management Employees assigned to a 56-hour workweek

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

Unused Sick Leave:

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

Employees hired before July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to the maximum sick leave accumulation specified in Section 23.B. above.

Employees hired on or after July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to 1,000 hours into retirement service credits.

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

SECTION 24. BEREAVEMENT LEAVE

Death In Family. At the time of death, or where death appears imminent, in the immediate family, an Employee, with the exception of temporary appointments, may be granted a

leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse, the Employee or Employee's spouse's mother or stepmother, father or stepfather, brother or sister, child or stepchild, grandparents, grandchildren, domestic partner, or any relative of the Employee or Employee's spouse residing in the same household. Such leave, up to 4 working days at one time [or 6 working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo, and Ventura], shall not be charged against sick or other leave. If more than the maximum days of Bereavement Leave provided in this Section is granted at one time, that amount over the limit shall be charged against sick or other leave. For Employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift. In accordance with Assembly Bill 1949, employees will be entitled to take up to five (5) days of unpaid bereavement leave for spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The 5 days is not an additional number. However, due to overlap with the existing Fringe Benefits Resolution's bereavement leave definition, employees may use a combination of leave balances and paid bereavement leave specified in this paragraph.

Reproductive Loss. In accordance with Senate Bill 848, employees who have worked for the City for at least 30 days and have suffered a reproductive loss event will be entitled to take up to five (5) days of unpaid protected leave. A reproductive loss event is defined as the day or, for a multi-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. The 5 days must be taken within three months of the event. Employees may use a combination of leave balances and paid bereavement leave specified in the paragraph above.

SECTION 25. MANAGEMENT LEAVE

Executive and Management Employees shall be provided between 10 and 80 hours of Management Leave per fiscal year on a pro-rata basis as determined by the City Manager. This determination shall be based upon work circumstances, needs of the position, and frequency of required attendance at after-hour meetings and conferences. Such leave time is not accumulable, ~~nor will compensation be paid in lieu thereof under any circumstances.~~ When through work circumstances and needs of the job, an Employee has been unable to utilize Management Leave and this has not been a pattern or practice for that Employee, the City Manager, for good cause, may approve excess accumulated Management Leave carried forward in the next fiscal year. Otherwise, any unused Management Leave hours shall automatically be cashed out to the Employee at the end of each Fiscal Year.

SECTION 26. WORKERS' COMPENSATION

In those instances where an Executive, Management, or Confidential Employee is injured on duty and the injury is so recognized by the Workers' Compensation Act, the City of Arcadia, or the Workers' Compensation Appeal Board, such Employee shall be paid a combination of Workers' Compensation benefits and salary which will result in payment

to the Employee of a sum equal to gross base salary. This sum will be paid for such time as the Employee is absent from duty because of such injury up to a maximum of one year for Executive and Management and 10 months for Confidential Employees from and after the date of such injury. Lost time due to an injury on duty shall not be charged against an Employee's accumulated sick leave.

SECTION 27. JURY LEAVE

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

SECTION 28. COURT WITNESS LEAVE

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

SECTION 29. MILITARY LEAVE

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

SECTION 30. LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY

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

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

SECTION 31. LEAVE DEDUCTIONS

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

SECTION 32. HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr. Day	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September

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

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

- B. Whenever New Year's Day (January 1) Independence Day (July 4), Veteran's Day (November 11), Christmas Eve (December 24), ~~or~~ Christmas Day (December 25), or New Year's Eve (December 31) falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be designated as the holiday.
- C. Floating holidays are to be scheduled by the Employee in the same manner as vacation leave and do not carry over into subsequent fiscal years. Failure to timely schedule the days off shall result in their loss.
- D. Full-time Employees in the Executive, Management, and Confidential unit employed on July 1 of the fiscal year shall conditionally accrue 8 hours of floating holiday for the aforementioned Holidays. If the Employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is designated (Admission Day), said floating holiday leave shall be repaid to the City through payroll deduction or deducted from the Employee's vacation leave bank. Employees hired after the beginning of the fiscal year shall accrue floating holidays only if the Employee is employed before the date on which the floating holiday is based (Admission Day). As an example, an Employee hired on July 15, would receive a floating holiday for Admission Day for that fiscal year. However, if that same Employee was hired on March 15, the Employee would not receive any floating holiday benefit for that fiscal year.
- E. A non-exempt Employee required to work or attend a class or function on any holiday allowed by this Section shall be paid for the holiday, and in addition, shall be compensated in accordance with the Fair Labor Standards Act (FLSA) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence shall be added to the number of working days' leave of absence to which such Employee is entitled.

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

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

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

- I. The positions of Police Captain and Police Lieutenant have the option of receiving up to 1725 hours of floating holiday pay in cash in lieu of taking the time off.

SECTION 33. SEVERANCE PAY

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

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

SECTION 34. WORKDAY SCHEDULES

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

SECTION 35. Y-RATING – MANAGEMENT EMPLOYEES

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

If a Y-Rated salary of an Employee is greater than 7.5% higher than the top step of a newly-established salary range, then the Y-Rated salary shall be reduced by up to 5% the first pay period in January, and up to 5% the first pay period in July, until the range of the Y-Rated salary is 7.5% greater than the top step of the new salary range. The Y-Rated salary range of an Employee that is 7.5% or less greater than the top step of the newly-established salary range shall not receive any adjustment until such time that the top step of the new salary range is greater than the Y-Rated salary range.

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

A. Part-Time Unrepresented Employees, including Law Enforcement Recruits and Firefighter Recruits, shall accrue sick leave beginning with the first full pay period of employment on the basis of 1 hour for every 30 hours worked. The maximum accrual per year is 4880 hours.

Paid sick leave will carry over each year of employment however an employee may only accumulate up to a maximum of 4880 hours or 106 days, whichever is greater depending on the employee's regular scheduled workday, of sick leave with pay.

- B. If an employee separates from employment and is rehired within one year from separation, up to 4880 hours or 106 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.
- C. A waiting period of 90 days is required before an employee may be eligible to use paid sick leave. An employee who is rehired within one year from their date of separation, and who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90 day qualifying period to be able to use accrued sick leave with pay.
- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 4024 hours or 53 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment. The City Manager –or designee may require a medical examination by a physician after the employee has used the first 4024 hours or 53 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity

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

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

3.4. An employee may designate one additional person per 12-month period at the time the employee requested sick leave.

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

- F. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section d. an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner, and an employee may designate one additional person per 12-month period at the time the employee requested sick leave.
- G. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their supervisor within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes. Employee's use of sick leave will be limited to 40 hours per year.
- H. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

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

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

SECTION 37. FRINGE BENEFITS – ELIGIBILITY

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

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

SECTION 38. AMENDMENTS

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

SECTION 39. CERTIFICATION – ADOPTION OF RESOLUTION

The City Clerk shall certify to the adoption of Resolution No. 75987383. Passed, approved and adopted the 1st5th day of October 20242021.

RESOLUTION NO. 7599

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET, AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$1,854,000 FOR COSTS ASSOCIATED WITH ADOPTION OF RESOLUTION NO. 7598

WHEREAS, City Council Resolution No. 7598 sets forth various fringe benefits and related compensation for officials, officers, and management of the City (“unrepresented employees”); and

WHEREAS, an appropriation is needed to fund Resolution No. 7598 for the wages, hours, and working conditions for the period July 1, 2024, through June 30, 2027; and

WHEREAS, the Administrative Services Director has projected that there are funding sources available in the adopted General Fund Operating Budget and associated Special Revenue and Enterprise Funds to fund the additional appropriation needed for purposes of Resolution No. 7598.

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

SECTION 1. The sum of \$1,854,000 is hereby appropriated to the specified funds noted in the table below for the purposes of funding Resolution No. 7598 for the period of July 1, 2024, through June 30, 2027.

Fund	Cost Center		Amount
CDBG	152-4307	\$	1,000
Measure R	161-4701	\$	3,200
Lighting	430-3311	\$	5,300
Prop C	157-4103	\$	6,400
Prop A	155-4103	\$	6,600
Transit	154-4701	\$	20,300
WC/Liability	008-9901	\$	22,500
Solid Waste	118-1901	\$	27,500
Sewer	521-3306	\$	34,400
Water	520-7201	\$	85,100
General Fund	001-XXXX	\$	1,641,700
		\$	<u>1,854,000</u>

SECTION 2. The Arcadia City Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 1st day of October, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Public Works Services Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Briget Arndell, Environmental Services Manager

SUBJECT: AUTHORIZE PAYMENT FOR THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY FISCAL YEAR 2024-25 MEMBERSHIP COST IN THE AMOUNT OF \$141,662 AND APPROVE ANNUAL MEMBERSHIP PAYMENTS FOR AN ADDITIONAL THREE YEARS, INCLUDING ANNUAL INCREASES OF UP TO 15% EACH YEAR

CEQA: Not a Project

Recommendation: Authorize and Approve

SUMMARY

To meet state mandated stormwater requirements, the City of Arcadia became a founding member of the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority (“JPA”), consisting of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre. Following its formation in 2022, the JPA hired KOA Consulting, Inc. (“KOA”) to oversee project management of all JPA projects and funding. Prior to the formation of the JPA, the City of Arcadia was responsible for handling all invoicing and payments to consultants for the development of multi-benefit stormwater projects for the group. Now that the JPA is being managed by KOA Consulting, the City of Arcadia is no longer responsible for managing any finances and must pay its annual membership fee directly to the JPA. The Fiscal Year 2024-25 annual membership fee for the City of Arcadia is \$141,662. Membership fees are expected to increase each year by no more than 15% annually, as projects are advanced, and the management effort expands to full capacity.

It is recommended that the City Council authorize payment for the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority Fiscal Year 2024-25 annual membership cost in the amount of \$141,662 and approve annual payments for an additional three years, including annual increases of up to 15% each year.

BACKGROUND

In 2012, the Los Angeles Region Water Quality Control Board adopted the National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer

System Permit (“MS4 Permit”, Order No. R4-2012-0175), which established waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. The MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance, over time, through the development of an Enhanced Watershed Management Program (“EWMP”) or Watershed Management Program (“WMP”), on a watershed scale utilizing customized strategies, control measures, and Best Management Practices (“BMPs”) to improve water quality.

In 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, along with the County of Los Angeles and its Flood Control District, formed the Rio Hondo/San Gabriel River Water Quality Group (“Group”) to fulfil the requirements of the Los Angeles County MS4 Permit. The Group included an Oversight Committee comprised of City Managers and/or their designated staff. A Memorandum of Understanding (“MOU”) was executed by all agencies for cost sharing, and the development of the EWMP and Coordinated Integrated Monitoring Plan (“CIMP”) for the Rio Hondo/San Gabriel River watersheds.

Since the formation of the Group, Arcadia has taken the lead on the management of membership payments and consultant contracts for the Group and its projects, including the CIMP and EWMP development. This meant that Arcadia collected the annual membership payments from participating cities and used the funds to pay for the Group’s contracts, which were also administered by the City of Arcadia. One agreement was with CWE, Inc. for the development and implementation of the CIMP Plan, and the second was with Craft Water Engineering for the development of multi-benefit stormwater projects.

For years, the Group contemplated the formulation of a JPA to meet stormwater requirements. However, discussions did not materialize until the Group’s Encanto Park Regional Project was recently funded through the County of Los Angeles’ Safe Clean Water (Measure W) program. The funding of this Regional Project brought to the forefront several complexities associated with the current structure of how the Group operates to meet requirements. The Joint Exercise Powers Act (Government Code Section 6500, et seq.) allows two or more agencies to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific activity.

On May 17, 2022, the City Council authorized the City of Arcadia to participate in a Joint Exercise of Powers Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre, to create the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority. Due to policy limitations, the County of Los Angeles, and the Los Angeles County Flood Control District cannot be a participant in the JPA; however, both entities continue to enter into project-specific cost-share agreements with the JPA.

DISCUSSION

One of the first tasks for the JPA was to select a firm to oversee management of the JPA, including any existing contracts the Group currently held. In May 2023, the JPA entered a contract with KOA Consulting, Inc. ("KOA") for management of the JPA and project management of the existing agreements with CWE, Inc. and Craft Water Engineering. Currently, the JPA is managing logistics of the following regional projects: Arcadia Wash Ecosystem Restoration and Groundwater Recharge, the Rio Hondo Ecosystem Restoration located at the Peck Road Lake Park, Encanto Park Stormwater Capture located in the City of Duarte, and Basin 3E Enhancements located at the Santa Fe Spreading Grounds. Unfortunately, the project at the Arboretum was determined to be infeasible and the JPA is now exploring an alternative project site that would utilize the large lawn area at the Arcadia City Hall. These regional projects are estimated to cost upwards of \$32 million to construct. Securing grant funding and/or other funding mechanisms is crucial in developing these projects. Such complexities will only continue to grow as the JPA further explores and receives funding for larger regional projects, including two potential projects in Arcadia.

With the creation of the JPA, Arcadia no longer oversees any of the agreements, and therefore, no longer needs to collect membership payments from other agencies. Now that the JPA is managed by KOA, all membership fees should be paid directly to the JPA, and payments to any consultants, including KOA, will be made directly from the JPA. The City of Arcadia's membership cost for Fiscal Year 2024-25 is \$141,662. It is recommended that the City Council authorize this payment.

ENVIRONMENTAL ANALYSIS

The proposed action of authorizing a payment to the JPA 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. Any environmental reviews that might be necessary would be overseen by the JPA, acting as lead agency for all efforts of the JPA.

FISCAL IMPACT

The total annual cost for the JPA considers administrative management and accounting services needed, including insurance, organizational memberships, lobbying, audit services, and more. The individual agency cost was calculated with a cost-sharing formula originally established for shared expenses. Costs are based on 10% of the total fee being evenly distributed between the five cities and the County of Los Angeles, and the remaining 90% of the cost being calculated based on each agency's total acreage. The City of Arcadia's membership fee for Fiscal Year 2024-25 is \$141,662. The membership fee is expected to increase each year, with an increase of up to 15% each year as the adopted goals of the JPA are implemented. Such increases will be included in future budget years.

Sufficient funds are budgeted in the Fiscal Year 2024-25 Capital Improvement Program ("CIP") for the \$141,662 JPA membership payment. The City of Arcadia is expected to receive approximately \$1,015,000 in local return from the Safe Clean Water Program (Measure W) annually, and these funds have been allocated in the CIP for this contract; no General Fund monies will be utilized.

RECOMMENDATION

It is recommended the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize payment for the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority Fiscal Year 2024-25 membership cost in the amount of \$141,662 and approve annual membership payments for an additional three years, including annual increases of up to 15% each year.

Approved:



Dominic Lazzaretto
City Manager

Attachment: FY 2024-25 Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority Annual Membership Invoice



RIO HONDO/SAN GABRIEL RIVER
WATERSHED MANAGEMENT AUTHORITY

INVOICE

DATE: 8/1/2024

INVOICE NO.: MEM-24-01

PAYMENT IS DUE UPON RECEIPT

To: City of Arcadia
Attn: Dominic Lazzaretto

Rio Hondo/San Gabriel River Watershed Management Authority
Annual Membership
Fiscal Year 2024-2025

Description/Cost Allocation Formula	Amount
Land Area (90%) (City of Arcadia makes up 40% of Total Land area)	\$134,257
Base Cost (10%) (1/5 of 10% of Total Cost)	\$7,405
Total	\$141,662

Please remit payment to:

(via ACH)

Wells Fargo
Account Name: RHSGR Checking
Routing Number: 121000248
Account Number: 4831818000

- or -

(via check)

Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority
Attn: Koa Consulting, Inc.
419 Main Street, No. 320
Huntington Beach, CA 92648



STAFF REPORT

Office of the City Manager

DATE: October 1, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH TROVAO AND ASSOCIATES, INC. DBA THE CHRISTMAS LIGHT GUY COMPANY TO PROVIDE HOLIDAY DECORATIONS FOR THE 2024 HOLIDAY SEASON IN THE AMOUNT OF \$45,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

For the past 16 years, the City has contracted with a vendor to install holiday decorations in Downtown Arcadia. Decorations have been placed on Huntington Drive between Santa Clara Street and Fifth Avenue, and at the Transit Plaza and on First Avenue between Santa Clara Street and California Street. It is recommended that the City Council approve a Professional Services Agreement with Trovao and Associates, Inc. DBA The Christmas Light Guy Company to provide, install, maintain, and remove holiday decorations for the 2024 holiday season in the amount of \$45,000.

BACKGROUND

The City has contracted with The Christmas Light Guy Company for the past 12 years and has been very pleased with their service, quality of work, creativity, professionalism, and responsiveness. The Christmas Light Guy Company was selected as the preferred vendor during that time due to their previous track record of success, custom decorations to fit with the City's electrical capacity, including proposed decoration and lighting of 10 trees on First Avenue as well as fully decorating the main tree at the Arcadia Transit Plaza, where the annual Christmas Tree Lighting event takes place. The annual contract with The Christmas Light Guy Company has expired, so a Request for Proposal process was undertaken to obtain these services.

DISCUSSION

A Request for Proposals (“RFP”) was released by the City on August 6, 2024, in accordance with City Council Resolution No. 7483, and notices were distributed to local vendors who provide this type of service. Vendors were contacted and asked to provide their professional knowledge and creative design options available within the budgeted amount of \$45,000. Proposals were originally due on August 27, 2024, and Arcadia received four responses to the RFP:

Bidder	Location	Bid Amount
The Christmas Light Guy Company	Stanton, CA	\$45,000.00
Celebration Holiday Studio	Irvine, CA	\$45,000.00
St. Nick’s Christmas Lighting & Decor	La Palma, CA	\$43,629.00
Dekra-Lite	Santa Ana, CA	\$44,953.40

The proposal from Dekra-Lite was received on August 28, 2024, one-day after the submittal date, and was subsequently disqualified.

The RFP responses were reviewed for content and each vendor’s background was investigated. After reviewing the submissions, the City found the proposal from The Christmas Light Guy Company to offer the most creative design options available for the proposed budget. While being the lowest price offered, the proposal from St. Nick’s Christmas Lighting & Décor uses a tinsel material for the 98 light poles and over-the-street banner design that lacks quality and originality. Alternatively, the proposal from Celebration Holiday Studio offers the same design option for all three monument signs and uses battery operated lights opposed to the City’s electrical outlets, which may necessitate more maintenance.

The proposal from the Christmas Light Guy Co. includes all the requested decorations in the RFP Scope of Work and offers the most creative, unique designs for Arcadia holiday decorations. For the past several years, this company has provided this type of work for the City, offering high-quality service and responsiveness throughout the holiday season. The creativity, quality, and history of excellent service to the City makes Trovao and Associates, Inc. DBA The Christmas Light Guy Company the selected vendor for this project. The proposal is inclusive of installation and removal of holiday decorations as follows:

Huntington Drive between Santa Clara Street and Fifth Avenue:

- 14” (wide) x 20’ (long) pre-lit garland with LED warm white lights installed on 98 decorative light poles; garland will wrap around the full length of the poles from top to bottom (end 2’ from ground); and two 18” red bows will be installed on top of each pole. Current City banners will remain on decorative light poles (see Figure 1 attached).

2024 Arcadia Holiday Decorations

October 1, 2024

Page 3 of 4

- Decorations for two monuments at Huntington Drive and Fifth Avenue, and one monument at Huntington Drive and Santa Clara Street to include 2 (12') Large LED Lit and Fully Decorated Christmas Trees with star topper and snow base on each side (see Figure 2b attached); and one (8') Large LED Lit Red 3D Glitter Bow display (see Figure 3a attached).
- One 40' triple wreath skyline illuminated banner with red bows to hang across Huntington Drive, near First Avenue (see Figure 4 attached).

First Avenue between Santa Clara Street and California Street:

- 14" (wide) x 20" (long) pre-lit garland with LED warm white lights installed on 37 decorative light poles. Garland will wrap around the full length of the poles from top to bottom (end 2' from ground); two 18" red bows will be installed on top of each pole. Current City banners will remain on decorative light poles (see Figure 1 attached).
- Trunks and branches of 10 trees located on First Avenue wrapped with LED mini white lights.

Arcadia Transit Plaza:

- 14" (wide) x 20" (long) pre-lit garland with LED warm white lights installed on 7 decorative poles; garland will wrap around the full length of the poles from top to bottom (end 2' from ground); and two 18" red bows will be installed on top of each pole. Current City banners will remain on decorative light poles (see Figure 1 attached).
- 14" (wide) x 20" (long) garland installed on 5 decorative light poles located in plaza. Garland will wrap around the full length of the poles from top to bottom (end 2' from ground); two 18" red bows will be installed on top of each pole and ornaments in candy cane color scheme will be added to the garland (see Figure 5 attached).
- Trunks and branches of 3 trees located in plaza wrapped with LED warm white mini lights.
- Nine small trees located in plaza decorated with multi-sized ornaments to match main tree decorations and pole mounts.
- 40' tall tree located in corner of plaza decorated to include warm white LED mini lights, bows, and large ornaments; LED Star Topper will be installed on top of tree (see Figure 6 attached).

- One 10' 3D illuminated metal star display placed on top of stairs in Transit Plaza, located to be visible from Metro train passengers and others (see Figure 7 attached).

The visual impact of the design will be effective during the day and night. The metal star decorations and pre-lit garland pole decorations create a traditional holiday theme on Huntington Drive and First Avenue. The Transit Plaza and Christmas Tree will be decorated in a manner that will integrate with the surrounding historic Downtown District. All lights and displays will be LED and installation will be completed by December 3, 2024, with decorations removed no later than January 7, 2025. The Christmas Light Guy Company will inspect and maintain decorations weekly, including responding to any service calls within 24 hours. Additional materials can be purchased and/or leased as requested.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Funds in the amount of \$45,000 for Fiscal Year 2023-24 have been budgeted in the City Manager's Office for this holiday decoration effort.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Professional Services Agreement with Trovao and Associates, Inc. DBA The Christmas Light Guy Company to provide holiday decorations for the 2024 Holiday Season in the amount of \$45,000.

Attachment No. 1: Proposed Professional Services Agreement

Attachment No. 2: 2024 Holiday Decorations Proposal – The Christmas Light Guy Co.

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT WITH TROVAO & ASSOCIATES, INC.
(DBA THE CHRISTMAS LIGHT GUY CO.) FOR
2024 DOWNTOWN HOLIDAY DECORATIONS PR++**

This Agreement is made and entered into this ____ day of _____, 2024, 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 Trovao & Associates, Inc. (DBA The Christmas Light Guy Co.), with its principal place of business at 7542 Santa Rita Circle, Stanton, California ("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: **2024 Downtown Holiday Decorations Project** (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 **Forty-Five Thousand Dollars (\$45,000.00)**. 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 of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder by **January 7, 2024**. 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:

	<u>Combined Single Limit</u>
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 Frank Trovao, 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: Dominic Lazzaretto, City Manager

CONSULTANT:
Trovao & Associates, Inc.
DBA The Christmas Light Guy Co.
7542 Santa Rita Circle
Stanton, CA 90680
Attn: Frank Trovao, President

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 WITH
TROVAO & ASSOCIATES, INC.
(DBA THE CHRISTMAS LIGHT GUY CO.) FOR
2024 DOWNTOWN HOLIDAY DECORATIONS**

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

CITY OF ARCADIA

**TROVAO & ASSOCIATES, INC. (DBA THE
CHRISTMAS LIGHT GUY CO.)**

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Print Name and Title

ATTEST:

Date: _____

By: _____
City Clerk

By: _____
Signature

APPROVED AS TO FORM

Print Name and Title

By: _____
Michael Maurer
City Attorney

Date: _____

EXHIBIT "A"

Scope of Services

Consultant shall provide all labor, tools, equipment, materials, and insurance to furnish, store, maintain, install and remove various holiday decorations in the downtown area on Huntington Drive between Santa Clara and Fifth Avenue, at the Arcadia Transit Plaza, and on First Avenue between Santa Clara Street and California Street.

Decoration Details:

Huntington Drive between Santa Clara Street and Fifth Avenue:

- 14" (wide) x 20' (long) pre-lit garland with LED C6 warm white lights installed on 98 decorative light poles. Garland will wrap around the full length of the poles from top to bottom (end 2' from ground). Two 18" red bows will be installed on top of each pole. Current City banners will remain on decorative light poles.
- Decorations for two monuments at Huntington Drive and Fifth Avenue, and one monument on Huntington Drive and Santa Clara Street to include 2 (12') Large LED Lit and Full Decorated Christmas trees with star topper and snow base on each side with spotlights; and one (8') Large LED Lit Red 3D Glitter Bow display.
- One 40' triple wreath skyline illuminated banner with red bows to hang across Huntington Drive, near First Avenue.

First Avenue between Santa Clara Street and California Street:

- 14" (wide) x 20" (long) pre-lit garland with LED C6 white lights installed on 37 decorative poles. Garland will wrap around the full length of the poles from top to bottom (end 2' from ground). Two 18" red bows will be installed on top of each pole. Current City banners will remain on decorative light poles.
- Trunks and branches of 10 trees located on First Avenue wrapped with LED mini warm white lights.

Arcadia Station Transit Plaza:

- 14" (wide) x 20" (long) pre-lit garland with LED C6 warm white lights installed on 7 decorative poles. Garland will wrap around the full length of the poles from top to bottom (end 2' from ground). Two 18" red bows will be installed on top of each pole. Current City banners will remain on decorative light poles.
- 14" (wide) x 20" (long) garland installed on 5 decorative light poles located in plaza. Garland will wrap around the full length of the poles from top to bottom (end 2' from

ground). Two 18" red bows will be installed on top of each pole and garland will be fully decorated with ball ornaments in candy cane color scheme.

- Trunks and branches of 3 trees located in plaza wrapped with LED warm white mini lights.
- Nine small trees located in plaza decorated with multi-sized ball ornaments in candy cane color scheme to match main tree decorations and pole mounts.
- Main large tree located in corner of plaza decorated to include warm white LED mini white warm lights, bows, and large ornaments. LED Star Topper will be installed on top of tree.
- One 10' 3D Illuminated Metal Star display placed on top of stairs in Transit Plaza, located to be visible from Metro train passengers and others passing by.

EXHIBIT "B"

Schedule of Charges/Payments

Total contract amount for Fiscal Year 2023-24: **\$45,000.00**

Consultant will invoice the City for a fifty percent (50%) deposit in the amount of twenty-two thousand five hundred dollars (\$22,500), based on the contract amount of forty-five thousand dollars (\$45,000), upon executing the Agreement. The balance of twenty-two thousand five hundred dollars (\$22,500) will be invoiced upon completion of installation, on or before December 3, 2024.



RFP: 2024 HOLIDAY DECORATIONS



August 19, 2024

Mary Buttice
City of Arcadia
City Manager's Office
240 W. Huntington Drive
Arcadia, CA 91007

Dear Mary Buttice,

We are pleased to have the opportunity to once again submit a proposal to provide the City of Arcadia with various types of holiday decorations and lighting displays for the downtown area. We are excited to propose beautiful, fun, and traditional holiday décor elements for 2024. Enclosed you will find (1) original copy of our response to your RFP. Our proposal is based on our prior experience providing the City of Arcadia with a custom designed holiday light display, including installation, removal, storage, and our fast-response maintenance service from 2012-2023. We also have extensive experience in providing our services to other cities, associations, shopping centers, and high-profile clients throughout Southern California.

The Christmas Light Guy Co. has been in business for 25 years and is one of the leading and fastest growing Holiday décor companies in Southern California. We are a trusted firm and provide BEST IN CLASS when it comes to décor and lighting. We really set ourselves apart from the competition with our customer service, quality product, and custom designed displays. We have a proven track record; not only with the City of Arcadia, but also with similar projects we've provided other clients.

For 2024, we are proposing fun and modern, but still traditional décor elements for the monuments that will bring excitement and holiday cheer to the downtown area! We will also continue to provide decorative light pole decorations, a 3-wreath skyline, tree lighting, custom designed monument displays, and make the Transit Plaza Christmas tree pop with large Finial ornaments. We will also continue to provide our courtesy fast-response maintenance service and scheduled weekly maintenance to ensure your light display looks beautiful throughout the season. If any issues arise, we will be there within 24-hours and in many cases that same day.

The Christmas Light Guy Co. would like to be a continued resource for you. We've truly enjoyed working with the City of Arcadia and believe you've been very pleased with our services thus far. **WE ARE COMMITTED** to the City of Arcadia's complete satisfaction. Our prior experience in providing the requested services allows us to give you the most cost effective and complete light display designed specifically for the City of Arcadia. Our proposal includes a project cost proposal for the current 2024 season.

Sincerely,

Frank Trovao
President



RFP: 2024 HOLIDAY DECORATIONS



HISTORY/CREDENTIALS/EXPERIENCE

The Christmas Light Guy Company has been in the Holiday Décor and Lighting industry for over 25 years. The Christmas Light Guy Co. started as exactly that, one guy with not only a passion and talent for creating holiday lighting displays, but more importantly a guy with a commitment to servicing and satisfying his customer to the fullest. Our satisfied clientele is attributed to our impeccable customer service, unique designs, creativity, quality materials, and 24-hour fast response maintenance service. With our many years of experience we understand the importance of customer service and have a proven track record of not only satisfying our customers, but really going above and beyond to gain customer trust in using our services year after year.

We are a full-service firm with a dedicated team that is highly experienced in sales, customer service, project management, and professional installation. We have installed, maintained, removed, refurbished, and stored customer's décor for cities, shopping centers, and associations in Southern California.

Our mission is to meet and exceed commercial holiday décor customers' expectations with high quality product, attention to detail, professional staff, and timely installation and removal services at a great value.

- Founded in 1998
- Corporate Headquarters located at 7542 Santa Rita Circle, Stanton, CA 90680. Large storage facility to provide temperature-controlled storage, accessible inventory, refurbishment capabilities, and project operation hub.
- Southern California customer base includes Cities, Shopping Malls, Business Centers, and Associations.
- Proven Client Satisfaction/High Customer retention rate, many clients including City projects have used our services year after year. Including the City of Arcadia, providing our services since 2012.
- Frank Trovao, Founder and President, will be onsite and head the project for The City of Arcadia. He has experience leading over 150 similar projects.



Key Personnel

We have an incredibly powerful and committed staff that is ready to handle any job year-round.

Frank Trovao – Head Project Manager

- President – 25+ years of experience. Mr. Trovao is the founder and oversees every aspect of The Christmas Light Guy Company. He is a true entrepreneur and innovator and continues to push the holiday lighting industry forward with his vast knowledge, experience, leadership, and customer rapport. With over 25 years of electrical experience, Mr. Trovao is also highly skilled and experienced in training, hiring, crew management, operations, engineering, project management/planning, quality control, product engineering/fabrication, design, tools/equipment training, troubleshooting, and risk management. Beyond holiday décor product and lighting, his main focus is the customer and servicing their needs to the fullest, offering alternative approaches and finding ways to make their vision come to life. Mr. Trovao has a hands-on approach and will be onsite to personally oversee this specific project from beginning to end. He has experience successfully managing over 150 similar projects

Andrea Trovao

- General Manager – 18+ years of experience. Mrs. Trovao has been with the company for over 18 years and has been a main driving force behind the success of The Christmas Light Guy Company. She has strong analytical, organizational, and management skills with a passion for Holiday Décor. Mrs. Trovao is responsible for the management of sales and operations, working alongside Mr. Trovao, while executing company policies, procedures, and programs. She is also highly involved and has over 18 years of experience in purchasing, design, preparing presentations, bid specifications, and proposals. She has personally managed and serviced many city, shopping center, and high profile clients.

Anthony Vega

- Operations Manager – 18+ years of experience. Mr. Vega has over 20 years combined experience in the construction and holiday décor/lighting industry and over 15 years of project management experience. He continues to exceed expectations in his role and always delivers on time projects, with safety, attention to detail, and customer satisfaction of paramount importance. He has experience in supervision, safety training, and writing and implementing policies and procedures, including safety programs. He has been responsible for equipment maintenance, training, and specializes in the organization and safety oversight of numerous large-scale events. Mr. Vega reports directly to Mr. Trovao and his main duties include, but are not limited to operations/project management, warehouse/storage, inventory, order procurement and delivery of tools and equipment to job sites.

Installation Technicians

- We have at our disposal several technicians that we hire based on anticipated workload for the season. They are very skilled, efficient, and take pride in their work; most have been with the company seasonally for many years. Each employee undergoes extensive training and safety protocols.



RFP: 2024 HOLIDAY DECORATIONS



REFERENCES

City of Arcadia, Arcadia, CA

Client Reference: Mary Buttice; Executive Assistant, City Manager’s Office

Phone: (626) 821-4302

Email: MButtice@arcadiaca.gov

Holiday Light Display for Downtown and Transit Plaza

We provide the City of Arcadia with a creative holiday light display tailored to their specific needs and budget. Completely designed and conceptualized by The Christmas Light Guy Co. We provide our services for the downtown area and Transit Plaza. All materials provided as rental, installed in a timely manner, removed, and stored throughout the year. Service has been provided for 12 years.

- Pre-lit Garland w/LED lights installed around full length of (100+) poles with large red bows.
- Pole mount decorations on a total of 36 marbelite street light poles. All pole mount decorations are LED lit and poles are wrapped in garland. (previous years)
- 98 single custom designed banners installed on decorative light poles. (previous years)
- Oversized Glitter 4 Ball stack ornament prop with LED spotlights and sparkled snowflake decorations for 2 monuments at entrance to downtown area.
- Custom light and props display for 1 monument.
- 1 Skyline decoration hung across Huntington Drive.
- Trunks and branches of trees located on First Street and in Transit Plaza area wrapped with LED mini lights.
- Large 35 ft. Tree in Plaza transformed into vertical LED light strand tree with LED star topper.

Total Staff: 2 Supervisors; 10 Installation Technicians

Number of Years: 2012-Present (12 years)

City of Burbank – Downtown Burbank Business Improvement District, Burbank, CA

Client Reference: Marissa Cardwell; Economic Development Analyst

Phone: (818) 238-5170

Email: mcardwell@burbankca.gov

City of Burbank – Downtown Burbank Business Improvement District

We provide the City of Burbank with a creative holiday light display completely designed and conceptualized by The Christmas Light Guy Co. for their Downtown Business Improvement District. All materials provided as rental, installed in a timely manner, removed, and stored throughout the year. Service has been provided for 4 years and to be installed again in 2024.

- Custom Overhead LED Lit Star Canopy Décor - included (7) 3ft. 2D double layer white LED rope light stars, (7) 5ft. 2D double layer white LED rope light stars, and (7) 12ft. 2D warm white LED, white LED rope light stars
- Palm Trees lights – (20) Palm Tree Trunks wrapped with warm white LED mini lights.



RFP: 2024 HOLIDAY DECORATIONS



- Customer Owned 36’ Tall Walkthrough Tree with LED Lighting and Holiday Ornaments – Additional LED Lit Stars added to Tree décor to tie tree into overall Star theme.
- Median Star Displays - (4) 8ft LED Metal 3D Illuminated Star Displays, (1) on each of the (4) medians in Zone 3
- Tree Lighting – (67) Trees with trunks and branches wrapped with LED warm white mini lights. In addition (3) Starburst LED Light décor installed on each tree (120 Starburst LED lights in total).
- (6) Pergolas – In addition to Customer Owned Pre-lit Wreath installed on each Pergola. (4) Columns wrapped with LED warm white lights.
- Garland - 14” (wide) x 20’ (long) un-lit garland, fully-decorated with multi-color ornaments installed on (187) banner poles.
- (2) IPS Projectors (GOBOS) – displaying snowflakes on San Fernando Rd
- (4) Custom Platforms Gift Boxes - with Snow Blanket with Vignettes (1) per closed down block. (Vignettes include: (1) 8ft star, (1) 10ft star, (1) 12ft LED lit and decorated tree, (1) reindeer family)
- (10) Trees located in Parking Lot around Ice Rink location – wrapped with warm white LED lights

Total Staff: 2 Supervisors, 10 Installation Technicians

Number of Years: 2020-Present (4years)

City of Garden Grove, Garden Grove, CA

Client Reference: Jennifer Goddard; Senior Program Specialist, Community Services Department

Phone: (714) 741-5290

Email: jennng@ggcity.org

24’ Fully Decorated Royal Sequoia Artificial Tree, Pole Banner Décor, Downtown Street Tree Lighting and Décor Displays for City Hall and Downtown area

We provide installation, removal, maintenance, and Storage for customer owned and rental décor for Downtown Garden Grove and Garden Grove City Hall.

- Labor, Refurbishment, Installation, Removal, Maintenance, and Storage – 24’ Sequoia Tree with Royal Décor Package, including 36” Giant Presents with custom designed gift tags.
- Labor, Installation, Removal, Maintenance, and Storage – City Hall Perimeter Lighting
- Labor, Installation, Removal, Maintenance, and Storage – Customer Owned Banners
- Labor, Installation, Removal, Maintenance, and Storage – Palm Trees wrapped with LED mini lights and palm frond color washed with uplighting.
- Labor, Installation, Removal, Maintenance, and Storage – 10’ and 8’ Oversized LED Metal Star displays on City Hall Building.
- Labor, Installation, Removal, Maintenance, and Storage – 60” Wreaths and Garland displays.
- Labor, Installation, Removal, Maintenance, and Storage – Palm Trees wrapped with LED mini lights and palm frond color washed with up lighting.

Total Staff: 1 Supervisor; 10 Installation Technicians

Number of Years: 2019-Present (5 years)



RFP: 2024 HOLIDAY DECORATIONS



City of Chino Hills Community Center, Chino Hills, CA

Client Reference: Albert Cardenas; Community Services Coordinator

Albert Cardenas; Community Center Director

Phone: (909) 364-2607

Email: acardenas@chinohills.org

Holiday Perimeter Lighting, 20 ft. Artificial Christmas Tree, Large Wreaths, Garland, and Décor

The Christmas Light Guy Co. provides the City of Chino Hills with perimeter lighting for the Chino Hills Community Center. Along with installation, removal, storage, and maintenance of customer owned, fully decorated 20ft Artificial Tree and other holiday décor for City Hall. Our company designed a beautiful unique light display while meeting budgetary restraints.

- Outlined perimeter of building with C7 LED bulbs.
- Installation, removal, storage, maintenance of 20ft artificial fully decorated/lit tree, including custom gift box display stand.
- Staircase garland and wreaths for interior.
- Tree lighting, reindeer display, and 60 inch wreath at City Hall.
- Provided 3 snow machines, including technicians for Tree lighting ceremony.

Total Staff: 1 Supervisor; 6 Installation Technicians

Number of Years: 2012-Present (12 Years)

Citadel Outlets, Los Angeles, CA

Client Reference: Velny Soren; Senior Director of Marketing

Phone: (323) 887-6877

Email: vsoren@CitadelOutlets.com

“World’s Largest Bow”, Castle Lights, Oversized Décor, Wreaths, Tree Lighting, Perimeter Lighting

Citadel Outlets is Los Angeles’ only outlet center, housing 130 stores across 700,000 sq. ft. Holiday Décor is serious business for the Citadel, boasting the “World’s Largest Bow” installed by The Christmas Light Guy Co. atop its 5-freeway facing castle building and the “World’s Largest Live-Cut Christmas Tree”.

- Materials, Supplies, Refurbishment and Labor needed to install and Remove the Giant Bow and store back to Storage Facility on site.
- Labor, Installation, Refurbishment, Removal of curtain Castle Lights.
- Labor, Installation, Refurbishment, Removal of Perimeter Lighting.
- Labor, Installation, Refurbishment, Removal of Wreaths installed on Lamassus and Towers.
- Labor, Installation, Refurbishment, and Removal of 7' Ornament Stacks.
- Labor, Installation, Refurbishment, Maintenance, and Removal of (180+) Palm Tree Lighting, including wrapping trunks in white, bulbs in red, and palm fronds with green mini lights.
- Installation and removal, included coordination and operation of crane, lifts, traffic control.
- Produced, Installed, Maintained, Removed customized twice nightly snow/lighting effects program transforming The Citadel Outlets into Winter Wonderland. Program includes dancing moving head spotlights, gobos, and snow show programmed to music.



RFP: 2024 HOLIDAY DECORATIONS



Total Staff: 2 Supervisors; 15 Installation Technicians
Number of Years: 2019-2022 (4 years)

Outlets at San Clemente, San Clemente, CA

Client Reference: Susan Jennrich; General Manager
Phone: (949) 255-0338
Email: SJennrich@outletsatsanclemente.com

Oversized Décor, Animated Décor, Pre-Lit/Decorated Garland, Wreaths, Tree Lighting, Perimeter Lighting

Outlets at San Clemente is a premier coastal outlet shopping experience in South Orange County. During the holiday time, the outlets are transformed by The Christmas Light Guy Co. into a magical Winter Wonderland with beautifully decorated pre-lit garland and wreaths, tree lighting, perimeter lighting, and giant ornament ball stacks. They also boast “The World’s Tallest Tree by the Sea”.

- Labor, Installation, Refurbishment, Removal of curtain Castle Lights.
- Labor, Installation, Refurbishment, Removal of Perimeter Lighting.
- Labor, Installation, Refurbishment, Removal of Pre-Lit and Fully Decorated Garland Aches with Frames and sections.
- Labor, Installation, Refurbishment, Removal of Wreaths.
- Labor, Installation, Refurbishment, and Removal of Giant 10-Ball Ornament Stack and 2 smaller Ball Stacks.
- Labor, Installation, Refurbishment, Maintenance, and Removal of (100+) Palm Tree Lighting, including wrapping trunks in white, bulbs in red, and palm fronds with green mini lights.
- Labor, Installation, Refurbishment, Removal of Deer Greeters, IPS Light Units, Animated Balcony Deer Vignettes, and Pole Décor.

Total Staff: 2 Supervisors; 10 Installation Technicians
Number of Years: 2019-2023 (5 years)

The Shoppes at Chino Hills, Chino Hills, CA

Client Reference: Patricia Pringgosusanto; Marketing Director Dunhill Partners
Phone: (909) 364-1386 ext. 12
Email: shoppesadmin@dunhillpartners.com

Holiday Lighting, 37 ft. Artificial Christmas Tree, and Santa Village Display

The Shoppes at Chino Hills is a premier outdoor shopping mall located in the Inland Empire. The Christmas Light Guy Co. provides The Shoppes at Chino Hills with installation, refurbishment, and storage of holiday décor and lighting for the entire shopping center. Also, provided fully installed and serviced Snow Show for their Tree Lighting ceremony and on weekend nights.

- Labor, Installation, Removal, and Storage of 8600 ft. of C9 warm white perimeter lighting for retail buildings throughout shopping center.
- Labor, Installation, Removal, Storage, and Refurbishment of 37 ft. Artificial fully lit Sequoia Tree with décor/ornament package, and 42 in. Snowfall tree topper.



RFP: 2024 HOLIDAY DECORATIONS



- Labor, Installation, Removal, Storage, Materials, and Construction of 16 ft. x 16 ft. Custom created Gift Box to place 37 ft. tree atop.
- Labor, Installation, Removal, Storage, and Refurbishment of Santa’s Village – includes 31 in. Fiberglass Planters, 12 ft. x 16 ft. Red Carpet, Santa’s Chair, Ornate Ottoman, and 27 ft. x 60 ft. Snow Blanket.
- Labor, Installation, Removal, Storage, and Refurbishment of multiple large monument toppers with LED warm white mini lights and strobe lights, including 132 ft. and 24 ft. custom monument topper.
- Labor, Installation, Removal, Storage, and Refurbishment of multiple medium to small size artificial trees, including a 4 ft. and 5ft tree lit with LED warm white mini lights.
- Labor, Installation, Removal, Storage, and Refurbishment of garland and decorative banners, including large red bows, installed on light poles.
- Labor, Installation, Removal, Materials, Storage – Snow Show, 4 Snow Machines with custom hoses in Palm trees at Center Court to provide Optimal Snow Fall covering.

Total Staff: 2 Supervisors; 10 Installation Technicians
 Number of Years: 2016-Present (8 years)

Downey Promenade, Downey, CA

Client Reference: Jorge Negley; General Manager
 Phone: (562) 368-4814
 Email: JNegley@northwoodretail.com

Holiday Lighting, 33 ft. Artificial Panel Christmas Tree, Garland, and Décor

The Christmas Light Guy Co. provides Downey Promenade Shopping Center with materials, installation, removal, maintenance and storage of holiday décor and lighting for the main traffic areas of the center. Includes Garland around light poles, 33ft. Artificial Panel Tree, and tree lighting.

- Labor, Installation, Removal, Storage – 33ft Artificial Panel Tree, fully decorated and LED lit
- Labor, Installation, Removal, Storage – Tree lighting, Palm Trees spiral wrapped with LED mini lights
- Labor, Installation, Removal, Storage – Tree lighting event Artificial Snow show
- Labor, Installation, Removal, Storage – 10ft and 8ft 3D Illuminated Metal Star Displays
- Labor, Installation, Removal, Storage – Halloween décor, including Massive Spiderweb, Light Pole spider web and spider décor, lighting, hay bales with pumpkin display.

Total Staff: 1 Supervisor; 8 Installation Technicians
 Number of Years: 2015-Present (9 years)

Laguna Woods Village, Laguna Woods, CA

Client Reference: Brian Gruner; Recreation and Special Events Director
 Phone: (949) 597-4270



RFP: 2024 HOLIDAY DECORATIONS



Holiday exterior and interior lighting and décor, including 20 ft. fully decorated artificial Christmas tree and bistro canopy and tree lighting for Fall event.

Laguna Woods Village is a premier active lifestyle community for people 55 and older located Orange County, CA. We provide the community with design, installation, and removal of holiday display for the Clubhouse, Community Center, and Guardhouses, along with lighting for their fall event in the Equestrian Center.

- 860 ft. Perimeter lighting – LED C-9 lights installed along 360 perimeter of Clubhouse 2 building. Lights will be clipped or magnetized, no glue/no damage.
- 18 ft. Artificial frame Christmas tree located in front to right of entrance of Clubhouse 2– Fully decorated and LED lit – cool white, including multi sized/shaped ornaments, 2ft. star topper, and custom built 3 ft. box stand to add greater floor impact and interest.
- (12) Light sconce custom garland/bow displays coming out from top of sconce and to hang down on sides. See attached figures.
- (6) Light poles wrapped with LED lit garland and silver bows.
- 60 in. LED lit and decorated wreath located above doors of main entrance.
- Bush Lighting – LED cool white mini lights.
- (2) Snow Machines installed and operated at Clubhouse 2 for Winter Wonderland Event.
- (12) Guardhouses –Perimeter lighting with LED Clear icicles.
- 12 ft. Artificial Christmas tree located in lobby – Fully decorated and LED lit, including multi sized/shaped ornaments, bows, ribbon, tree skirt, and star topper.
- 48 in. Wreath - LED lit and decorated located along rail above.
- Garland - LED lit and decorated installed on handrail, swag from both sides of wreath.
- Custom Dance floor canopy with Bistro lighting – Extended to provide additional lighting, but will still create unique dance floor canopy.
- (7) Trees wrapped with LED warm white mini lights – trunks only.

Total Staff: 1 Supervisor; 6 Installation Technicians

Number of Years: 2018-Present (6 years)



RFP: 2024 HOLIDAY DECORATIONS



SCOPE OF WORK

We will provide all labor, tools, equipment, materials, and insurance, to furnish, store, maintain, install, and remove all displays. We maintain a large storage facility that enables us to keep a large inventory of materials necessary to meet our customers' demands. Any additional materials can be purchased and/or leased as necessary. **We will inspect and maintain decorations on a weekly basis and respond to any service call within 24 hours and/or same day. All lights and displays will be LED.**

For the City of Arcadia, we are proposing to install the following:

A holiday display designed to excite and bring cheer to the City of Arcadia residents and visitors. We propose a Large LED Lit Red 3D Glitter Bow Display on top of the Santa Clara Monument and Huntington Drive monuments. These displays will bring a modern touch downtown, while blending seamlessly with traditional décor along Huntington Drive with warm white lights on the garland and a Winter Wonderland candy cane theme on First Avenue and Station Transit Plaza. For 2024, we propose continuing with traditional holiday décor for the Transit Plaza Pine Tree, with warm white C9 lights and warm white mini lights draped around the tree, bows and beautiful extra-large finial ornaments to warm up the senses and feel like you're in a cozy Winter Wonderland!

Huntington Drive between Santa Clara Street and Fifth Avenue

- 14" (wide) x 20' (long) Pre-lit garland with LED C6 warm lights installed on (98) decorative light poles. Garland will wrap around the full length of the poles from top to bottom (end 2 ft. from ground). (2) Structural 18" Red bows will be installed on top of each pole. (See Figure 1). Current City Banners will remain on decorative light poles. Installation equipment required: Scissor lift and ladders.
- Custom light and prop displays for 2 monuments located at 5th Ave. and Huntington Dr. (2) 6' Large LED Lit Red 3D Glitter Bow Displays, (1) 3D bow to be placed on each monument. (See Figure 2a) **-OR-** (2) 12' Large LED Lit and Fully Decorated Christmas Tree. Includes: Star Topper and Base with Snow. (1) 12' Christmas Tree to be placed on each monument (See Figure 2b) **-OR-** (2) 8' 3D LED Illuminated Metal Star displays with LED spotlights, and snow covered custom made platform for each monument. (1) 3D Star to be placed on each monument. (See Figure 2c). **-OR-** (2) 36' Red Oversized Ornament display on top of each monument. Placed on top of each monument. LED Illuminated Snowflakes on side of monuments. (See Figure 2d). Installation equipment required: Ladders.
- Custom light and prop display for 1 monument located at Santa Clara St. and Huntington Dr. (1) 8' Large LED Lit Red 3D Glitter Bow (See Figure 3a) **-OR-** (1) 12' Large LED Lit and Fully Decorated Christmas Tree. Includes: Star Topper and Base with Snow. (See Figure 3b) **-OR-** Gingerbread House display – to include (2) 5Ft Gingerbread Man Displays placed on the sides of the monument (front/back) and (4) 2'x2' Gingerbread Snowflake props placed on sides of monument (2 per side) with spotlights. (See Figure 3c). Installation equipment required: Ladders.



RFP: 2024 HOLIDAY DECORATIONS



- 1 Skyline decoration across Huntington Dr. at 1st St. Triple Wreath skyline with red bows. Center wreath – 60”, Side Wreaths – 48”. *See Figure 4.* Installation equipment required: Bucket truck with boom lift.

First Avenue between California Street and Santa Clara Street

- 14” (wide) x 20’ (long) Pre-lit garland with LED C6 warm white lights installed on (37) decorative light poles. Garland will wrap around the full length of the poles from top to bottom (end 2 ft. from ground). (2) Structural 18” Red bows will be installed on top of each pole. *See Figure 1.* Current City Banners will remain on decorative light poles. Installation equipment required: Scissor lift and ladders.
- Trunks and branches of 10 Trees located on First Avenue wrapped with LED mini lights. Installation equipment required: Ladders.
 - Tree Location: Same as last year.

Arcadia Station Transit Plaza

- 14” (wide) x 20’ (long) Pre-lit garland with LED C6 warm white lights installed on (7) decorative light poles. Garland will wrap around the full length of the poles from top to bottom (end 2 ft. from ground). (2) Structural 18” Red bows will be installed on top of each pole. *See Figure 1.* Current City Banners will remain on decorative light poles. Installation equipment required: Scissor lift and ladders.
- 14” (wide) x 20’ (long) Garland installed on (5) decorative light poles located in Plaza. Garland will wrap around the full length of the poles from top to bottom (end 2 ft. from ground). (2) Structural 18” Red bows will be installed on top of each pole and garland will be fully decorated with ball ornaments in Candy Cane color scheme. *See Figure 5.* Installation equipment required: Scissor lift and ladders.
- Trunks and branches of 3 Trees located in Plaza wrapped with LED mini lights. Installation equipment required: Ladders.
- (9) Small Trees located in Plaza decorated with multi sized ball ornaments in Candy Cane color scheme to match main tree decorations and pole mounts. Installation equipment required: Ladders.
- 40Ft Pine Tree located in Transit Plaza decorated to bring Traditional Christmas Cheer with beautiful Warm White LED C9 Lights, Warm White LED Mini Lights, Bows, and Ornaments. Warm White LED C9 lights and LED mini lights draped around the Tree. 12”, 15”, 24” Red Structured Bows with Gold Trim. Extra Large Multi Color Finial Ornaments. LED Star Ornaments. LED Star Topper will be installed on top of Tree. *See Figure 6.* Installation equipment required: Bucket truck with boom lift and Ladders.
- (1) 10Ft. 3D LED Illuminated Metal Star display placed on top of stairs in Transit plaza, located to be visible from Metro train passersby, as well as street. *See Figure 7.* Installation equipment required: Ladders.



RFP: 2024 HOLIDAY DECORATIONS



2024 Project Cost Proposal

Huntington Drive between Santa Clara Street and Fifth Avenue

Decorative Light Poles

Materials:

\$98.00 per pre-lit garland w/bows x 98 = \$9,604.00

Labor for installation and removal:

\$45.00 per light pole x 98 = \$4,410.00

2 Monuments at 5th St. and Huntington Dr.

Materials:

\$2,400.00 per monument x 2 = \$4,800.00

Labor for installation and removal:

\$950.00 per monument x 2 = \$1,900.00

Monument at Santa Clara and Huntington Dr.

Materials:

\$3,200.00 per monument x 1 = \$3,200.00

Labor for installation and removal:

\$1,450.00 per monument x 1 = \$1,450.00

Skyline

Materials:

\$1,200.00 per skyline x 1 = \$1,200.00

Labor for installation and removal:

\$1,200.00 per skyline x 1 = \$1,200.00

First Avenue between California Street and Santa Clara Street

Decorative Light Poles

Materials:

\$98.00 per pre-lit garland w/bows x 37 = \$3,626.00

Labor for installation and removal:

\$45.00 per light pole x 37 = \$1,665.00

Trees

Materials:

\$200.00 per tree x 10 = \$2,000.00

Labor for installation and removal:

The Christmas Light Guy Company | 7542 Santa Rita Circle, Stanton, CA 90680
P (888) 378-8722 | E andrea@thechristmaslightguyco.com | www.thechristmaslightguyco.com



RFP: 2024 HOLIDAY DECORATIONS



\$175.00	per tree	x	10	=	\$1,750.00
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Arcadia Station Transit Plaza

Decorative Light Poles located on Santa Clara Street

Materials:

\$98.00	per pre-lit garland w/bows	x	7	=	\$686.00
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Labor for installation and removal:

\$45.00	per light pole	x	7	=	\$315.00
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Decorative Light Poles located in Plaza area

Materials:

\$78.00	per garland w/bows	x	5	=	\$390.00
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Labor for installation and removal:

\$45.00	per light poles	x	5	=	\$225.00
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3 Medium Size Trees

Materials:

\$200.00	per tree	x	3	=	\$600.00
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Labor for installation and removal:

\$175.00	per tree	x	3	=	\$525.00
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Small Trees located in Plaza area - NOT requiring electricity

Materials:

\$45.00	per tree	x	9	=	\$405.00
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Labor for installation and removal:

\$65.00	per tree	x	9	=	\$585.00
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40 Ft Transit Plaza Tree - C9 and Mini Lights/Fully Decorated

Materials:

\$3,500.00	per tree	x	1	=	\$3,500.00
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Labor for installation and removal:

\$3,200.00	per tree	x	1	=	\$3,200.00
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3D Illuminated Metal Star Display - Transit Plaza

Materials:

\$2,400.00	per display	x	1	=	\$2,400.00
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Labor for installation and removal:

\$600.00	per display	x	1	=	\$600.00
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RFP: 2024 HOLIDAY DECORATIONS



<u>Project Cost Proposal Total:</u>	\$50,236.00
<u>Discount</u>	\$5,236.00
<u>Project Cost Proposal Grand Total:</u>	\$45,000.00

Figures 2024

Pre-Lit Garland w/Bows on Decorative Light Poles



Decorative Light Poles include:

- 14"x20' Pre-lit Garland wrapped around full length of poles
- Lit with Warm White C6 bulbs
- (2) 18" Structural Red Bows
- City Banners will remain on poles

2 Monuments at 5th Ave./Huntington Dr.



6 FT Large LED Lit Red 3D Glitter Bow on top of each monument.



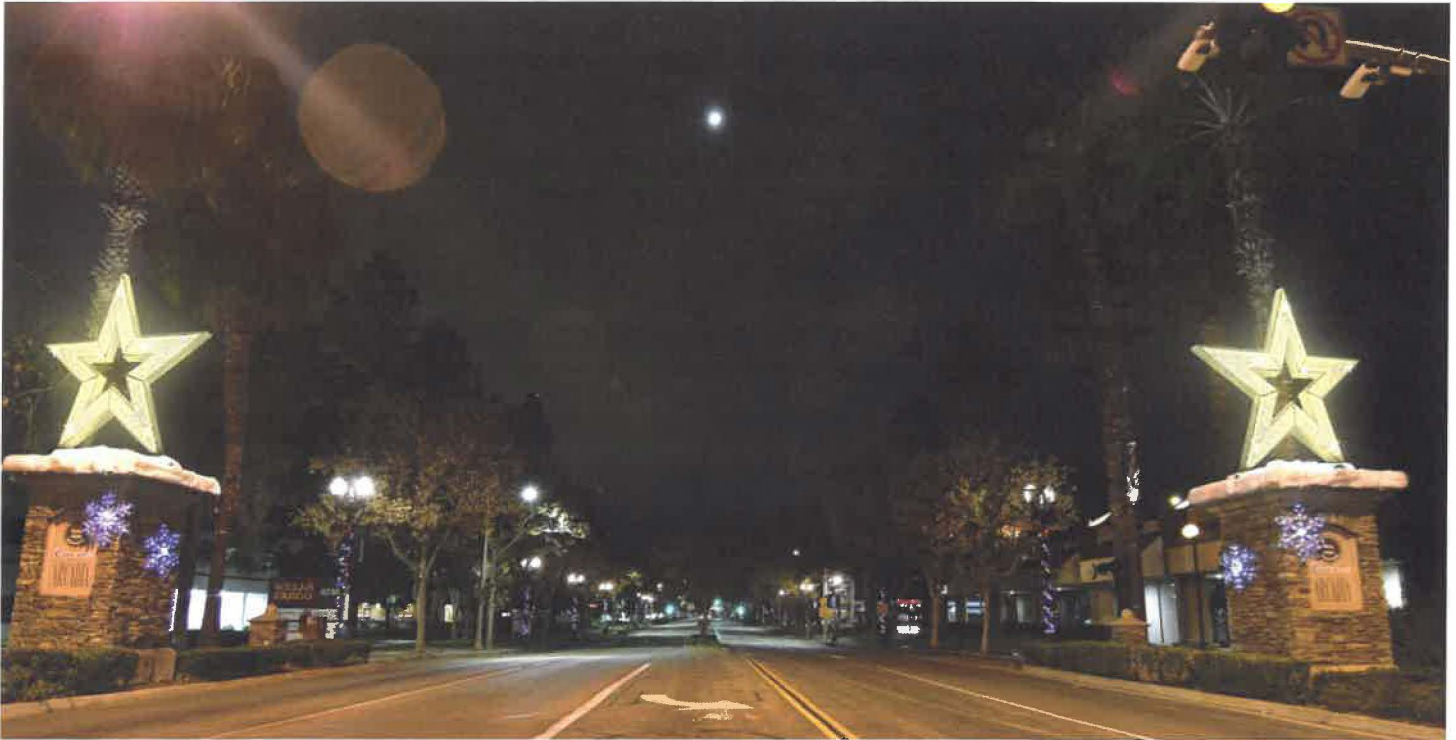
2 Monuments at 5th Ave./Huntington Dr.



**12 FT Large LED Lit and Fully
Decorated Christmas Tree, Including
Star Topper, Base with Snow**

- Placed on top of custom snow-covered platform on top of each monument

2 Monuments at 5th Ave./Huntington Dr.



8 FT 3D Illuminated Metal Star Display on top of each monument

- Placed on top of custom snow-covered platform on top of each monument
- Illuminated Snowflakes on side of monuments

2 Monuments at 5th Ave./Huntington Dr.



36" Oversized Red Ornament Display on top of each monument

- Placed on top of custom snow-covered platform on top of each monument
- LED Illuminated Snowflakes on side of monuments

1 Monument at Santa Clara Street/Huntington Dr.



8 FT Large LED Lit Red 3D Glitter Bow



1 Monument at Santa Clara Street/Huntington Dr.



**12 FT Large LED Lit and Fully Decorated Christmas Tree, Including Star
Topper, Custom Base with Snow**

1 Monument at Santa Clara Street/Huntington Dr.



Custom designed Gingerbread house secured on Monument with snow covered platform

- (4) 2'x2' Gingerbread Snowflake Displays (2 on each side of monument with spotlights).
- (2) 5ft Gingerbread Man Displays (1 on front and 1 on back of monument with spotlights).

3 Wreath Skyline



40-Foot Triple Wreath Skyline extended fully across Huntington Dr.

- (1) 60" Wreath, (2) 48" Wreaths

Ornament Decorated Garland w/Bows on Decorative Light Poles



Example of ornaments on garland



Above is example of garland and bows and how poles will be wrapped

Decorative Light Poles include:

- 14"x20' Pre-lit Garland wrapped around full length of poles
- Decorated with ball ornaments in candy cane color scheme
- (2) 18" Structural Red Bows

Transit Plaza Tree – Fully Decorated w/LED C9 and Mini Lights



Main Large Tree located in Transit Plaza decorated to bring Traditional Christmas Cheer with beautiful Cluster Meteor Lights, LED Mini Lights, Bows, and Extra Large Finial Ornaments.

- Warm White LED C9 Lights and Mini Lights draped around the Tree.
- 12", 15", 24" Red Structured Bows with Gold Trim
- Extra Large Multi Color Finial Ornaments
- LED Star Ornaments
- LED Star Topper will be installed on top of Tree

Transit Plaza – 10 FT. 3D Illuminated Metal Star Display



10 FT. 3D Illuminated Metal Star Display placed on top of stairs in Transit Plaza

- Located to be visible from Metro train passersby, as well as street



STAFF REPORT

Development Services Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: REJECT ALL BIDS RECEIVED FOR THE BALDWIN AVENUE REHABILITATION IMPROVEMENTS, BALDWIN AVENUE AT LONGDEN AVENUE TRAFFIC SIGNAL IMPROVEMENTS, AND TRAFFIC SIGNAL FIBER OPTICS NETWORK EXTENSIONS PROJECT, AND DIRECT STAFF TO REBID THE PROJECT
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The subject project includes concrete street, curb ramp, and sidewalk improvements, traffic signal improvements, and fiber optic network extensions. It was originally planned to bid these three items as separate projects; however, due to the type of work, location, and design completion dates for each project, it was determined that it would be beneficial to bid the three projects as one single project. In the past, the bidding of a combined project has provided lower unit costs for all elements of work, providing cost savings to the City. Unfortunately, due to rising costs of materials and labor, this approach did not result in the anticipated savings.

The project was advertised for bids on July 30, 2024, and bids were opened on August 22, 2024. Two (2) bids were received and both bids were significantly higher than the budgeted amount. It is recommended that the City Council reject all bids received for the Baldwin Avenue Rehabilitation Improvements, Baldwin Avenue at Longden Avenue Traffic Signal Improvements, and Traffic Signal Fiber Optics Network Extensions Project, and direct staff to re-bid the project.

BACKGROUND

The combined project proposes the following work:

Reject Bids and Rebid Various Projects

October 1, 2024

Page 2 of 3

- Concrete street, curb ramp, and sidewalk improvements on Baldwin Avenue from Live Oak Avenue to Camino Real Avenue.
- Traffic signal improvements at the intersection of Baldwin Avenue and Longden Avenue.
- Fiber optic network extensions on Las Tunas Drive from Baldwin Avenue to Santa Anita Avenue; and Baldwin Avenue from Live Oak Avenue to Las Tunas Drive.

A design contract was awarded to Kreuzer Consulting Group (“KCG”) to complete the design of the concrete street, curb ramp, and sidewalk improvements. All other design work, including traffic signal improvements and fiber optic network extensions, was completed by City staff. Design of the project began in 2021 and extended into 2022.

Following design work, the Baldwin Avenue Streetscape Improvement Project was prioritized, which included an overall enhancement of Baldwin Avenue from Camino Real Avenue to Huntington Drive. After further discussion and evaluation, it was determined that the Baldwin Avenue Streetscape Improvement Project would move forward first, and that it would not be efficient or advisable to complete both of these projects concurrently because of their proximity and impact. KCG was awarded the design contract and priority was re-directed to the Baldwin Avenue Streetscape Improvement Project, which placed the Baldwin Avenue Rehabilitation Improvements, Baldwin Avenue and Longden Avenue Traffic Signal Improvements, and Traffic Signal Fiber Optics Network Extensions Project, on hold. Once the Baldwin Avenue Streetscape Improvement Project was initiated, focus turned back to the current project.

DISCUSSION

A Notice Inviting Bids was published on July 30, 2024. On August 22, 2024, the City received two (2) bids, summarized below:

Bidder	Location	Bid Amount
Select Electric, Inc.	Anaheim, CA	\$4,721,303.00
Elecnor Belco Electric, Inc.	Chino, CA	\$4,121,360.60

All bids are well above the City’s budget, which may be, in part, due to the delays in design and advertisement of the project. However, this has become a more common problem with current bid processes, where the cost of materials significantly exceeds the estimates. The engineer’s estimate for the concrete street, curb ramp, and sidewalk improvements was \$1,768,019, in which the low bid received was approximately \$3,100,000. Also, the low bid received for the traffic signal improvements and fiber optic network extensions was approximately \$1,030,000, which was well above the estimated amount of \$750,000.

In analysis of the bid package, there are some items that can be removed and some items that can be adjusted to lower bid prices. Other cost-saving measures being discussed

include self-procurement of certain materials, reducing the limits of the project, and selection of items that can be performed separately. As such, it is recommended that the project be reorganized and rebid at a later date.

ENVIRONMENTAL ANALYSIS

Rejecting the proposals 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

Funds in the amount of \$2,250,000 have been budgeted in the Fiscal Years 2020-21 through 2024-25 Capital Improvement Programs, for this project. Bids received were considerably higher than the budgeted amount. Even with potential cost-saving measures, it is likely that an additional appropriation will be required after the rebid or restructuring of work. The priority of the various components of the project will also be considered as a new project is scoped.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under CEQA; and reject all bids received for the Baldwin Avenue Rehabilitation Improvements, Baldwin Avenue at Longden Avenue Traffic Signal Improvements, and Traffic Signal Fiber Optics Network Extensions Project, and direct staff to rebid the Project.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Human Resources Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

FROM: Anely Williams, Interim Human Resources Director
By: Sairy Stepanian, Human Resources Manager

SUBJECT: PURCHASE ORDER WITH LIEBERT CASSIDY WHITMORE FOR AUDITING SERVICES RELATED TO THE FAIR LABOR STANDARDS ACT ("FLSA") IN AN AMOUNT NOT TO EXCEED \$125,000

CEQA: Not a Project

Recommendation: Approve

SUMMARY

As part of the Fiscal Year 2024-25 Operating Budget, the City Council approved a New Project for auditing services associated with the Fair Labor Standards Act ("FLSA"). To take proactive measures and ensure adherence to the provisions set forth by the FLSA, a comprehensive assessment of the City's practices is necessary.

The City of Arcadia currently contracts with the law firm of Liebert Cassidy Whitmore to provide an array of personnel-related legal services. In consideration of the already existing legal services agreement, it is recommended that the City Council approve a Purchase Order with Liebert Cassidy Whitmore for comprehensive auditing services pertaining to the FLSA, in an amount not to exceed \$125,000.

BACKGROUND

The FLSA was enacted in 1938 to provide protection to eligible workers for matters related to wages, overtime compensation, and payroll recordkeeping practices. Periodic amendments to the FLSA have been implemented to address changes in workplace expectations and practices. Although amendments to the FLSA do occur, including as recently as 2024, legal determinations that are based on the FLSA can occur more frequently than formal amendments. Ensuring the City's practices keep pace with these complex legal rulings and formal amendments is necessary to ensure full compliance with the law.

In 2011, the City conducted a formal FLSA audit. The professional audit and comprehensive review resulted in a detailed report that was based upon information

gathered through interviews, fact finding, and inspection of documents provided by the City. The results of the audit encompassed recommendations on best practices and policy samples to ensure compliance with the FLSA.

Generally, it is good practice for agencies to conduct a periodic FLSA audit of internal practices to capture changes in the FLSA and legal determinations. In consideration of the 13 years that have elapsed since the City's last FLSA audit, an updated comprehensive audit is necessary.

DISCUSSION

To ensure a fair and comprehensive approach, the audit will involve the participation of all departments during the data gathering phase. The audit will also entail a detailed review of various pertinent Human Resources and Payroll practices, with respect to the FLSA and any changes that have occurred since the City's last audit. The resulting report will inform the City of best practices to ensure ongoing compliance with the provisions of the FLSA.

The City of Arcadia currently contracts with the law firm of Liebert Cassidy Whitmore ("LCW") to provide an array of personnel-related legal services. The legal services agreement provides flexibility in that the necessary annual amounts are established in the Human Resources Department's Operating Budget, which can vary depending on the needs of the City in any given year. LCW conducted the 2011 FLSA Audit for the City and does this type of work for many agencies throughout the state.

The decades' long professional relationship between the City and LCW, combined with the existing contract, are conditions that make it more favorable for the City to immediately commence the intended FLSA audit. Notably, having conducted the City's last FLSA audit, LCW is equipped with access to historical information and familiarity with the City's systems. LCW's knowledge and understanding of the City will expedite the audit and reduce costs through an efficient and timely project onboarding process. Accordingly, it is recommended that the City Council approve a Purchase Order under the existing legal services agreement with LCW for a comprehensive FLSA audit, in an amount not to exceed \$125,000.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The comprehensive FLSA audit will not exceed \$125,000 and sufficient funds have been allocated in the Human Resources Department's Fiscal Year 2024-25 Operating Budget for this expense. An updated FLSA Audit resulting in necessary changes to City policies and procedures is expected to save substantial legal and other costs over time.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Liebert Cassidy Whitmore for Auditing Services related to the Fair Labor Standards Act ("FLSA") in an amount not to exceed \$125,000.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PURCHASE ORDER WITH CALGON CARBON CORPORATION FOR CARBON EXCHANGE SERVICES FOR THE LIVE OAK GRANULAR ACTIVATED CARBON TREATMENT SYSTEM IN THE AMOUNT OF \$214,326

CEQA: Exempt
Recommendation: Waive Formal Bid Process and Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for the daily operation of City wells and the water that is distributed to the community. At the Live Oak Well facility, the City utilizes a treatment system using Granular Activated Carbon to remove contaminants. The treatment system uses a lead/lag configuration, consisting of four lead vessels and four lag vessels. Based on the State Water Resources Control Board (“SWRCB”) permit for operations, when the effectiveness of the Granular Activated Carbon system wanes, new carbon vessels must be installed. In June 2024, four lead carbon vessels met the required criteria and were replaced. The remaining four lag carbon vessels have now waned in effectiveness and also require replacement.

It is recommended that the City Council approve a Purchase Order with Calgon Carbon Corporation for Carbon Exchange Services for the Live Oak Granular Activated Carbon Treatment System, in the amount of \$214,326.

BACKGROUND

The PWSD operates the City’s water distribution system, which provides water service to more than 56,000 residents through approximately 14,000 service connections. The City uses groundwater wells as the primary supply source to meet the water demands in Arcadia. Water quality samples are taken regularly to ensure optimal water quality.

In October 2018, water quality samples at Live Oak Well indicated that the well was impacted by Trichloroethylene (“TCE”) and Perfluoroalkyl and Polyfluoroalkyl Substances (“PFAS”). Since the levels of TCE and PFAS contaminations exceeded the allowable

standards, it was determined that a treatment system would need to be constructed. On February 5, 2019, the City Council authorized the City Manager to execute a Professional Services Agreement with Calgon Carbon Corporation for the construction of a Granular Activated Carbon Adsorption System for the Live Oak Well.

DISCUSSION

In July 2021, the City began operating the Live Oak Granulated Activated Carbon treatment system to remove TCE and PFAS from the Live Oak Well. The treatment system uses a lead/lag configuration, consisting of four lead vessels and four lag vessels. Once the surface of the carbon vessels become completely saturated, it is necessary to remove the carbon vessels from service. Once the vessels are removed, they are reactivated offsite where they are stored for future use. This process is defined as Carbon Exchange. Based on contaminant levels documented in 2018, it was estimated that the Granular Activated Carbon Adsorption System would need to be exchanged every 16 months. The first carbon exchange occurred in December 2022. In early 2024, the four lead vessels reached their carbon saturation level, and on May 7, 2024, the City Council approved a purchase order for their replacement. The remaining four lag vessels in the Live Oak treatment system have now reached their saturation level and must be replaced.

Calgon Carbon Corporation was awarded the original contract to supply Granular Activated Carbon for the treatment system. The Granular Activated Carbon provided in the carbon vessels are specific to Arcadia's treatment needs. The vessels will be recycled and recharged for reuse only at the Live Oak Treatment facility. Due to these specific requirements and to avoid any possible cross contamination, Calgon Carbon Corporation should be considered a sole source provider. For these reasons, it is recommended that the City Council waive the formal bid process and approve a sole source purchase order with Calgon Carbon Corporation for the purchase of carbon exchange, for the Live Oak Treatment Facility Granular Activated Carbon system.

ENVIRONMENTAL ANALYSIS

Since the project consists of the restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety, this project is considered a Class 1 exemption as defined in Section 15301(b) & (d) of the California Environmental Quality Act ("CEQA"). This project is categorically exempt per the California Environmental Quality Act as an existing facility, Section 15301 of the CEQA guidelines.

FISCAL IMPACT

Sufficient funds have been budgeted in the Fiscal Year 2024-25 Water Operating Budget for the purchase of carbon exchange for all four lag vessels in the amount of \$214,326.

RECOMMENDATION

It is recommended that the City Council determine that this project is a Class 1 exemption under the California Environmental Quality Act (“CEQA”); waive the formal bid process; and approve a Purchase Order with Calgon Carbon Corporation for Carbon Exchange Services for the Live Oak Granular Activated Carbon Treatment System in the amount of \$214,326.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Carbon Exchange Quote



Activated Carbon Scope of Supply for City of Arcadia, Ca Live Oak Facility

Calgon Carbon Corporation
3000 GSK Drive,
Moon Township, PA 15108
dws@calgoncarbon.com

Date: September 4th, 2024
Contact: John Corona
Job Title: Utilities Superintendent
Email: jcorona@arcadiaca.gov

Product	Quantity	Unit Price	Total Price
Filtrisorb 400 (F400)	80,000 lbs.	\$2.43/lb.	\$194,400
Total			\$194,400

Items Included

- Product: Filtrisorb 400 (F400)
- Quantity: 80,000 lbs.
- Scope: Removal of existing GAC installation of F400
- All related labor and equipment (backwash trailers, trucks, hoppers, hoses, etc), except utilities detailed below.

Sub total	\$194,400
Tax (10.25%)	\$19,926
Revised Total	\$214,326

Items NOT Included

- Owner to provide clean water source for movement of GAC to and from filter via eduction
- Drain access for excess water from carbon transfer (water will be gray with carbon fines)
- Disinfection (if necessary) not included.
- Additional make up carbon over 20% (CMR only)
- Any applicable taxes not included.



Schedule

- Delivery: 6-8 weeks after receipt of approved purchase order and after carbon acceptance testing has been completed.



Special Terms & Conditions

1. Unless otherwise noted, or until other Terms and Conditions are provided, this offer is made only under Calgon Carbon Corporation's Terms and Conditions for the Sale of Carbon and Media.
2. Pricing provided is exclusive of any sales tax.
3. Scope of Supply/Pricing does not include any payment or performance bonds. Costs for any such bond (if necessary or requested by the buyer) will be added to the quoted pricing.
4. Upon acknowledgement of any purchase order, the buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
5. The quoted price is valid for 30 days from the date of this Scope of Supply document.

For more information or to place an order, contact:

Bryan Rodriguez

Calgon Carbon Corporation - A Kuraray Company

Senior Technical Sales Rep - Drinking Water Solutions

bryan.rodriguez@kuraray.com

412-352-7612



Terms and Conditions for the Sale of Carbon and Media

1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Goods: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (e) Products: The Goods and services, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the

freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020, if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

7) AVAILABILITY: Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance. Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent

activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document. Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging, exothermic reactions, or other operational problems including lower furnace operating rates. If the spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon acceptance exists.

9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

11) LIMITED WARRANTIES:

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in

contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or

becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products. Seller may use subcontractors to fulfill its obligations pursuant to this Agreement.

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



STAFF REPORT

Public Works Services Department

DATE: October 1, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, P.E., Senior Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY GRBCON INCORPORATED FOR THE VALVE REPLACEMENT PROJECT AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On March 19, 2024, the City Council approved a contract with GRBCON Incorporated in the amount of \$146,255 for the Valve Replacement Project. The terms and conditions of this project have been met and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$146,255.

It is recommended that the City Council accept all work performed by GRBCON Incorporated for the Valve Replacement Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$7,312.75.

BACKGROUND

As part of the valve exercising program, valves in the water distribution system are regularly inspected to verify functionality and identify any needed repairs. During a routine inspection, it was determined that the water distribution system valves at the following three locations were inoperable and in need of replacement:

- Santa Anita Terrace and Santa Anita Avenue
- Camino Real Avenue and Santa Anita Avenue
- Third Avenue and Rodell Place

The 12-inch water main on Santa Anita Avenue, between Santa Anita Terrace and Camino Real Avenue, is a cast iron pipe that was constructed in 1954. The 8-inch water main on Third Avenue, between Longden Avenue and Live Oak Avenue, is also a cast iron pipe that was constructed in 1945. Each pipe has gate valves along its length that

allow water utility crews to isolate portions of the pipe in case of an emergency or a broken water main. Due to their age, the gate valves were not fully operational and needed to be replaced. These gate valves are critical to the emergency operation of the City's water system

DISCUSSION

On March 19, 2024, the City Council approved a contract with GRBCON Incorporated for the Valve Replacement Project. The project included excavating in the street or right-of-way at the intersections of Santa Anita Terrace and Santa Anita Avenue, Camino Real Avenue and Santa Anita Avenue, and Third Avenue and Rodell Place, to remove and replace two, 12-inch gate valves and four, 8-inch gate valves. The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. GRBCON Incorporated completed the work as defined in the project plans and specifications in an efficient and timely manner. No change orders that affected the budget were made.

ENVIRONMENTAL ANALYSIS

The project involved the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualified as a Class 2 Categorical Exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

Funds in the amount of \$200,000 were budgeted in the Fiscal Year 2023-24 Capital Improvement Program for this project. The total cost for the Valve Replacement Project is \$146,255.

RECOMMENDATION

It is recommended that the City Council determine this project is a Class 2 exemption under the California Environmental Quality Act ("CEQA"); accept all work performed by GRBCON Incorporated for the Valve Replacement Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$7,312.75.

Approved:


Dominic Lazzaretto
City Manager