

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, September 6, 2022, 6:00 p.m.

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

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

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

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

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

How to Submit Public Comment:

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

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

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

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

如何提交公众评论意见:

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

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

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

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

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS (5-minute time limit each speaker)

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

STUDY SESSION

- a. After Action Report – August 10, 2022

CLOSED SESSION

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

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

1. CALL TO ORDER

2. INVOCATION

Rabbi Sholom Stiefel, Chabad of Arcadia

3. PLEDGE OF ALLEGIANCE

Boy Scout Troop 111

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

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

8. PRESENTATIONS

- a. Presentation of adoptable dog by the Pasadena Humane Society.
- b. Presentation of Mayor's Certificate of Commendation to Arcadia Chamber of Commerce President Vicki Knight and CEO Karen McNair for outstanding support of local businesses and the community.
- c. Presentation of Mayor's Certificate of Commendation to Boy Scout Aaron Wai-Ho Tse, Troop 125, for earning the Eagle Scout Award.

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, CITY COUNCIL AND CITY CLERK (*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. Regular Meeting Minutes of August 16, 2022.
Recommended Action: Approve
- b. Ordinance No. 2390 related to Text Amendment No. TA 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new objective design standards for multi-family and mixed-use development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit

Ordinance with a categorical exemption from the California Environmental Quality Act (“CEQA”).

Recommended Action: Adopt

- c. Professional Services Agreement with Trovao and Associates, Inc. DBA the Christmas Light Guy Company to provide holiday decorations for the 2022 Holiday Season in the amount of \$45,000.
Recommended Action: Approve
- d. Renewal of the Software Service Agreement with Tyler Technologies for the EnerGov Program for asset management, permit tracking, and community development software for three years in the amount of \$170,782.20 for 2022-23 and including a 5% annual escalator.
Recommended Action: Approve
- e. Three-year renewal of the Microsoft Enterprise License Agreement with SoftwareOne, Inc. for Microsoft Office 365 in the amount of \$374,867.
Recommended Action: Approve
- f. Travel Expenses for City Manager’s Los Angeles County Blue-Ribbon Commission on Homelessness Study Trip in Houston, Texas.
Recommended Action: Approve City Expenditure
- g. Purchase Order with Life-Assist, Inc. for the purchase of Paramedic Field Supplies in an amount not to exceed \$80,000.
Recommended Action: Approve
- h. Accept all work performed by Grigolla & Sons Construction Company for the Huntington Drive Sidewalk Rehabilitation Improvements Project as complete.
Recommended Action: Approve
- i. Accept all work performed by Mission Paving and Sealing, Inc. for the Fiscal Year 2021-22 Annual Slurry Seal Project as complete.
Recommended Action: Approve
- j. Accept all work performed by Premier Pipe, Inc. for the Fiscal Year 2021-22 Annual Sewer CCTV Inspections as complete.
Recommended Action: Approve

12. CITY MANAGER

- a. Allocate a total of \$1 million in the American Rescue Plan Act (“ARPA”) funds for economic development/business stimulus purposes for the ARPA Small Business Grant Program and ARPA Small Business Permit Assistance Program.
Recommended Action: Approve
- b. Report, discussion, and direction concerning the Baldwin Avenue Streetscape Improvement Project.
Recommended Action: Provide Direction

13. ADJOURNMENT

The City Council will adjourn this meeting to September 20, 2022, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City's website at www.ArcadiaCA.gov<http://www.arcadiaca.gov/>. Copies of individual Agenda Reports are available via email upon request (CityClerk@ArcadiaCa.gov). 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 Number(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。

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, AUGUST 16, 2022**

1. **CALL TO ORDER** – Mayor Beck called the Regular Meeting to order at 7:02 p.m.
2. **INVOCATION** – Pastor Eva Thai-Erwin, Church of the Good Shepherd United Methodist Church
3. **PLEDGE OF ALLEGIANCE** – Cub Scout Pack 122
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

City Manager Lazzaretto announced that there was no supplemental information.

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

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

7. **PRESENTATIONS**

- a. Presentation to longtime resident Alice Wang for her service to the community.
- b. Presentation to longtime resident Edie Slemmon for her service to the community.
- c. Presentation of Mayor’s Certificate of Commendation to the following Troop 104 Boy Scouts for earning the Eagle Scout Award; Nolan Chu, Alex Lew, Andrew Seymour, Alex Tandoc, and Ethan Thomas.
- d. Presentation of WaterSmart Hero Awards.
- e. 2022 Patriotic Festival Presentation by Donna Choi, Executive Director of Downtown Arcadia Improvement Association.

8. **PUBLIC HEARING**

- a. Appeal of the Planning Commission’s Denial of the appeal of Single-Family Architectural Design Review No. SFADR 21-13 with a categorical exemption under the California Environmental Quality Act (“CEQA”) for a proposed two-story residence at 26 E. Santa Anita Terrace.

Recommended Action: Adopt Resolution No. 7454 to Deny the Appeal and Uphold the Planning Commission’s Decision

Assistant Planner Arreola presented the staff report.

City Engineer Wray presented details on the currently proposed driveway access.

In response to Council Member Verlato's inquiries regarding a single-story home, Assistant Planner Arreola explained that the homeowner was advised that the Code required a 25-foot setback, which only allowed for the maximum of 2,121 square feet for the home as a single story; therefore, they proposed a 2-story due to the shape of the lot and cul-de-sac setback.

Mayor Beck opened the public hearing.

Yang Liu, the appellant, expressed her concerns of the safety of the proposed driveway and provided an alternate proposal to avoid accidents.

City Engineer Wray responded to the appellant and stated that the alternate proposed driveway is feasible as long as both property owners agree.

In response to Council Member Verlato's inquiry about preventing people from thinking the driveway was a continuation of the street, City Engineer Wray explained that there would be reflectors and/or signs at the end of the street.

In response to City Attorney Deitsch's inquiry about the property owners filing an easement agreement, City Engineer Wray advised that all of the shared driveways would be in the public right of way.

Marianne Martin, appellant, shared that the new home would overlook her pool and would take away their privacy; in response to Mayor Beck, Mrs. Martin agreed that if the homeowner planted screening trees/shrubs 6-feet or taller, that would resolve the privacy issue.

In response to Mayor Beck, property owner, David Ngo agreed to installing screening trees/shrubs and stated that he is in favor of any option the neighbor chooses for the driveway as he is a father just trying to build a home for his family.

A motion to close the public hearing was made by Mayor Beck. The City Council concurred. Discussion ensued regarding changes to the Conditions of Approval.

Mayor Beck re-opened the public hearing.

In response to Mayor Beck, property owner Mr. Ngo, stated that he approves and trusts the City Planners with their proposed decisions and just asked that appeals end here.

A motion was made by Mayor Beck to close the public hearing. The City Council concurred.

After Council discussion a motion was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to adopt Resolution No. 7454 with the following amendments added to the Conditions of Approval: (1) Construct a shared driveway as proposed by the City Engineer; (2) owner/applicant shall inform their contractors to use E. Santa Anita Terrace for loading and unloading and, if possible, park on the subject site during construction; (3) owner/applicant shall be required to construct a new 6'-0" high wall along the westerly property line; (4) landscaping shall be planted in the right-of-way dedication area as indicated on the plans and shall be maintained by the property owner; and (5) owner/applicant shall plant 6'-0" tall

hedges/shrubs along the side yard areas, rear yard areas, and within the 5'-0" landscape planter between the hammerhead driveway and northerly property line.

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

- b. Ordinance No. 2390 related to Text Amendment No. TA 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new objective design standards for multi-family and mixed-use development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance with a categorical exemption from the California Environmental Quality Act ("CEQA").
Recommended Action: Introduce

Planning Manager Graham presented the staff report.

Scott Martin, Licensed Architect and Principal from RRM Design Group, presented an overview of the objective design standards.

In response to Council Member Verlato's inquiry, Planning Manager Graham noted that the \$123 million dollar funding was made available by the State to cities so that they may update changes to their Municipal Code to allow for more housing.

Mayor Beck opened the public hearing. No one appeared.

A motion to close the public hearing was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and seeing no objection, Mayor Beck declared the public hearing closed.

After Council discussion a motion was made by Council Member Verlato, seconded by Council Member Tay, and carried on a roll call vote to introduce Ordinance No. 2390 related to Text Amendment No. TA 22-02 amending various Sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new objective design standards for multi-family and mixed-use development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance with a categorical exemption from the California Environmental Quality Act ("CEQA").

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

9. PUBLIC COMMENTS

Gary Kovacic, former Mayor and President of the Foothill Unity Center appeared and invited all to attend the Golden Plate Awards Gala fundraiser on Sept 22, at the Santa Anita Racetrack and provided contact information for anyone who would like to attend or donate.

Kathy Berlin, a member of the League of California Voters, called in to address the League's concerns with Consent item 11e. and asked the City to look into purchasing electric ambulances.

Carol Wuenchelle, an Arcadia resident, appeared and spoke about Consent item 11e; she stated that gas ambulances are a pollutant and asked Arcadia to look into purchasing electric ambulances.

Angela Hui, an Arcadia resident, called and spoke about current public safety issues such as the alarming increase in crime rate, and residential and commercial burglaries; she stated that she can no longer trust solicitors and asked City Council what residents should do to protect themselves.

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

City Clerk Glasco had no comments.

Council Member Tay announced that he attended the Arcadia Chinese Association Installation Dinner on August 5; he invited all to attend the LA Chinese Community Health Fair on August 20 at the Arcadia Recreation Center from 10-2; he further announced that he will be attending the Memorial Service for Mary Hansen this Saturday at Our Savior Lutheran Church; and he shared that there have been a lot of catalytic converter thefts, and reminded residents to park in their garage or well lit areas.

Council Member Danielson thanked Recreation and Community Services Director Somogyi and the Recreation Department for Concerts in the Park and stated that the National Night Out was a great success; he announced that he attended one of the POPS concerts at the Arboretum; he participated in three ribbon cuttings that were partnered through the Arcadia Chamber of Commerce; he also attended the Arcadia Chinese Association Installation Dinner and congratulated Sara Ho and David Lee, who are the new presidents; he indicated that he attended the Human Resource Commission meeting and thanked them for doing a great job; he thanked the Arcadia Police Department for all their training that led to the conclusion of the horrible incident that took place in District 5 on August 10; he sent his prayers to the Police Officer and neighbor that were injured during this incident; and cautioned people to use good judgement for their posts and responses on social media.

Mayor Pro Tem Cheng announced that there are free classes available at Monrovia Adult School and thanked his former teacher Heidi Wilson for providing him with that information; he shared photos from National Night Out; he met Terrance William who is a member of the MAD Town Council which represents the unincorporated areas of Monrovia, Arcadia, and Duarte; he shared that if there are any residents that live in the unincorporated parts of Arcadia and need assistance, they may contact the MAD Town Council; he thanked City Staff for National Night Out; he shared photos of Arcadia Police Officer and reminded residents what our Police Officers do for us on a daily basis; he announced that he attended a water conservation meeting by Well “Water Education for Latino Leaders” on August 13; he shared a photo with information for Mary Hansen’s Memorial Service on August 20; he stated that he is the liaison of the Library Commission and shared that on August 27 there will be a book sale with 5 books for \$1 that will support the library; and lastly he shared a quote “I am not what has happened to me. I am what I choose to become,” by Carl Jung.

Council Member Verlatto thanked the Arcadia Police Department for their bravery that they showed during the incident last week and applauded them for the way they were able to handle the situation and apprehend the suspect without the loss of any lives; she announced that she will attend the Memorial Services for Mary Hansen on August 20; she announced that the Highland Homeowners Association will be hosting a presentation on water conservation and wildfire

prevention on August 18 in the Arcadia Council Chambers at 7pm; and announced that at last month's San Gabriel Valley Council of Governments meeting they approved a homeless outreach program that the City will be participating in and stated that she is excited for this new program.

Mayor Beck commended the Arcadia Police Department for handling and responding to the incident on August 10; he announced that he will also attend the Memorial Services for Mary Hansen on August 20; he stated that he will attend the ribbon cutting of Ikea Design Studio on August 31; he attended the Arcadia Chinese Association Dinner, and congratulated David Lee and Sara Ho as the new co-Presidents; he indicated that the Electronic Waste recycling event at the Santa Anita Racetrack was a success and recommended residents to participate in future events; he shared that this morning was Coffee with the Mayor and shared that it is held on the 3rd Tuesday of every month; and lastly he attended the Eagle Court and shared some photos and congratulated the five young men that received the Eagle Scout award.

11. CONSENT CALENDAR

Mayor Beck pulled item 11e. and asked City staff if purchasing electric ambulance is an option.

City Manager Lazzaretto advised that it is not viable to purchase electric ambulance for the size of the ambulance that the City currently requires.

Chief Spriggs stated that they looked into electric ambulance options, but there are currently no larger frame ambulances that are viable to the City's needs.

It was moved by Council Member Verlato and seconded by Council Member Tay, and carried on a roll call vote to approve Consent Calendar Items 11.e.

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

- a. Regular Meeting Minutes of July 19, 2022.
Recommended Action: Approve
- b. Ordinance No. 2389 amending Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV ("The Public Welfare, Morals and Policy Code") to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act ("CEQA").
Recommended Action: Adopt
- c. Ordinance No. 2393 amending the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II ("The Administration Code") to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act ("CEQA").
Recommended Action: Adopt
- d. Resolution No. 7455 determining the amount of revenue to be raised from property taxes for Fiscal Year 2022-23 to pay for the debt service on the 2021 General Obligation Refunding Bonds.
Recommended Action: Adopt

- e. Resolution No. 7456 amending the Fiscal Year 2022-23 Equipment Replacement Program Budget authorizing a supplemental budget appropriation for the purchase and upfitting of two (2) New Rescue Ambulances in the amount of \$452,456, offset by a reduction in the Equipment Replacement Reserve Fund; and approving a Purchase Order with Emergency Vehicle Group for the purchase of two (2) new 2023 Dodge Ram 5500 Two-Wheel Drive Road Rescue Ultramedic Type I Ambulances in the amount of \$812,956.
Recommended Action: Adopt and Approve
- f. Resolution No. 7457 amending the Fiscal Year 2022-23 General Fund and authorizing a supplemental budget appropriation in the Police Department for Crossing Guard Services in the amount of \$15,820, offset by a reduction in the General Fund Reserve; and Professional Services Agreement with All City Management Services.
Recommended Action: Adopt and Approve
- g. San Gabriel Valley Council of Governments' Wildlife Management Framework.
Recommended Action: Adopt
- h. Contract with Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project in the amount of \$1,727,000, with a 10% contingency.
Recommended Action: Approve
- i. Contract with 316 Engineering and Construction Co., Inc. for the Valve Replacement Project in the amount of \$131,300.
Recommended Action: Approve
- j. Professional Services Agreement with First Transit, Inc. for a three-year contract with two one-year optional extensions for the daily operation of the Arcadia Transit Dial-A-Ride and Fixed Route System with a year-one cost of \$2,260,859 for 2022-23.
Recommended Action: Approve
- k. Extension to the Services Agreement with WaterSmart Software, Inc. to provide Water Conservation Education Software for Arcadia water customers in the amount of \$133,407.
Recommended Action: Approve
- l. Purchase Order with Yamada Enterprises for new furniture and charging systems for the Arcadia Public Library in the amount of \$168,239.08.
Recommended Action: Approve
- m. Purchase Order with Daniels Tire Service, Inc. for the purchase of tires and tire related services for City vehicles in an amount not to exceed \$75,000.
Recommended Action: Approve
- n. Purchase 6,000 acre-feet of imported cyclic storage water from the main San Gabriel Basin Watermaster in the amount of \$5,412,000.
Recommended Action: Approve
- o. Change Order to the Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group for the purchase and delivery of fuel for the City's fleet in an amount not to exceed \$150,000.

Recommended Action: Approve

- p. Revised Classification Specification for Library Services Manager.
Recommended Action: Approve

- q. Find that, due to the COVID-19 state of emergency, state and local officials continue to recommend measures to promote social distancing, and therefore the City Council and all other City Boards and Commissions may meet virtually.
Recommended Action: Make Findings

It was moved by Council Member Verlato, seconded by Council Member Tay, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.d and 11.f through 11.q.

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

12. CITY MANAGER

- a. Designate Council Member Tay as the Voting Delegate and Mayor Pro Tem Cheng as the Alternate Voting Delegate for the 2022 League of California Cities Annual Conference & Expo; and support Cal Cities' bylaws amendments.
Recommended Action: Approve

City Manager Lazzaretto presented the Staff Report.

A motion was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to approve Council Member Tay as the Voting Delegate and Mayor Pro Tem Cheng as the Alternate Voting Delegate for the 2022 League of California Cities Annual Conference & Expo; and to support Cal Cities' proposed bylaws amendments.

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

- b. Participation in San Gabriel Valley Council of Government's High Acuity Homeless Outreach Program and Services to supplement existing Homeless Services Program as part of a regional response to addressing homelessness.
Recommended Action: Approve

City Manager Lazzaretto presented the staff Report

Recreation and Community Services Director Somogyi clarified that there are two programs being provided. The High Acuity program which would provide one day a week of service and the Supplemental Services to Existing City Services will provide 4 hours once a week.

A motion was made by Council Member Verlato and seconded by Council Member Danielson to approve the participation in San Gabriel Valley Council of Government's High Acuity Homeless Outreach Program and Services to supplement existing Homeless Services Program as part of a regional response to addressing homelessness. The motion carried on a roll call vote.

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

13. ADJOURNMENT

The City Council adjourned in memory of longtime resident Mary Hansen, at 10:21 p.m. to Tuesday, September 6, 2022, at 6:00 p.m. in the City Council Conference Room.



Rachelle Arellano
Deputy City Clerk



STAFF REPORT

Development Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Planning & Community Development Administrator
Prepared By: Fiona Graham, Planning Services Manager

SUBJECT: ORDINANCE NO. 2390 RELATED TO TEXT AMENDMENT NO. TA 22-02 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA DEVELOPMENT CODE INCORPORATING NEW OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY AND MIXED-USE DEVELOPMENT, UPDATES TO THE DENSITY BONUS ORDINANCE, AND MINOR CHANGES TO THE ACCESSORY DWELLING UNIT ORDINANCE WITH A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)
Recommendation: Adopt

SUMMARY

At its regular meeting of August 16, 2022, the City Council introduced Ordinance No. 2390, amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance. The adoption of new Objective Design Standards will allow for the review of applications under Senate Bill (“SB”) 330 and SB 35, both of which implement new processes streamlining certain housing projects. The Text Amendment will also update the City’s Density Bonus Ordinance, bringing it into compliance with the State Density Bonus Law which has been updated to further incentivize affordable housing production. Minor changes to the City’s Accessory Dwelling Unit Ordinance will clarify text and remove some provisions which are no longer required. The Ordinance was unanimously approved by the City Council – refer to Attachment No. 1 for the final draft of the text amendment under Ordinance No. 2390. Refer to Attachment No. 2 for the August 16, 2022 City Council Staff Report.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 2390 related to Text Amendment No. 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia

Adoption of Ordinance No. 2390 – TA 22-02

September 6, 2022

Page 2 of 2

Development Code incorporating new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act (“CEQA”).

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Ordinance No. 2390

Attachment No. 2: August 16, 2022, City Council Staff Report (with no attachments)

Attachment No. 1

Ordinance No. 2390

ORDINANCE NO. 2390

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA RELATED TO TEXT AMENDMENT NO. TA 22-02 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA DEVELOPMENT CODE INCORPORATING NEW OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY AND MIXED-USE DEVELOPMENT, UPDATES TO THE DENSITY BONUS ORDINANCE, AND MINOR CHANGES TO THE ACCESSORY DWELLING UNIT ORDINANCE WITH A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)

WHEREAS, the City of Arcadia, California (“City”) is a charter city and municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law Senate Bill 330 (“SB 330”), which became effective on January 1, 2020, that requires local governments to ministerially approve certain housing developments through a streamlined process by removing all discretionary reviews, including design review, and requiring these projects only be subject to objective design and development standards. The bill established a statewide housing emergency that will be effect until January 1, 2030; and

WHEREAS, the State also refined the Density Bonus Law with new legislations that went into effect January 1, 2022, that provide additional flexibility to developers in meeting requirements for a density bonus; and

WHEREAS, the City is proposing Text Amendment No. TA 22-02 to implement new Objective Design Standards for Multi-Family and Mixed-Use development to ministerially approve certain housing developments through a streamlined process by removing all discretionary reviews, including design review, and requiring these projects only be subject to objective design and development standards, as shown in Exhibit “A”

of this Ordinance, update the Density Bonus Ordinance to comply with the State's recent changes, as shown in Exhibit "B" of this Ordinance, and to make minor changes to the ADU Ordinance, as shown in Exhibit "C" of this Ordinance; and

WHEREAS, on June 23, 2022, Planning Services completed an environmental assessment of the proposed Text Amendment and recommended that the Planning Commission forward a recommendation to the City Council that the Text Amendment is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) where it can be seen with certainty that there is no possibility that the Text Amendment may have a significant effect on the environment, and the Text Amendment is not subject to CEQA; and

WHEREAS, on July 26, 2022, a duly noticed public hearing was held before the Planning Commission on Text Amendment No. TA 22-02, at which time the public was given full opportunity to be heard and present evidence; and

WHEREAS, after considering the evidence presented, the Planning Commission adopted Resolution No. 2101 with a 5-0 vote recommending that the City Council approve Text Amendment No. TA 22-02; and

WHEREAS, on August 16, 2022, the City Council held a duly noticed public hearing concerning the Text Amendment, at which time all interested persons were given full opportunity to be heard and to present evidence.

NOW, THEREFORE, the City Council of the City of Arcadia does ordain as follows:

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. The City Council finds, based upon the entire record:

1. The proposed Development Code amendment is consistent with the goals, policies, and objectives of the General Plan; and any applicable specific plan(s).

FACT: The proposed Text Amendment is consistent with the Housing Element Update that identifies goals, policies, and implementation programs addressing housing opportunities, the removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents. These goals, policies, and program actions are consistent with all other Elements of the General Plan in that they further the City's overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that contribute to economically and socially diverse housing opportunities that preserve and enhance Arcadia's character.

2. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

FACT: The proposed Text Amendment would make the Development Code consistent with State law by halting certain local restrictions on housing development and expediting the permitting process for multi-family housing to address the State housing shortage. The proposed Objective Design Standards will not change the development standards for multi-family and mixed-use zones. The update to the Density Bonus Ordinance and minor changes to the Accessory Dwelling Units (ADU) Ordinance will bring both Ordinances into compliance with recent changes in State law. The Housing Element Update identifies goals and policies addressing housing opportunities, removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents through the Development Code. Therefore,

the proposed Text Amendment is consistent with other applicable provisions of this Development Code.

Section 3. The City Council has determined that Text Amendment No. TA 22-02 is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that the Text Amendment would not have a significant effect on the environment and, thus, is not subject to CEQA review.

Section 4. For the foregoing reasons, the City Council adopts this Ordinance. Staff is authorized to correct typographical errors, spelling, formatting or codification and to make other minor revisions to improve the reader’s comprehension of the changes from these text amendments attached hereto under Exhibits A-C of this Ordinance, provided that any revisions do not alter the regulatory meaning and intent.

Section 5. The City Council hereby directs staff to prepare, execute, and file with the Los Angeles County Clerk a Notice of Exemption within five (5) working days of the adoption of this Ordinance.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in the official newspaper of said City within fifteen (15) days after its adoption. This Ordinance shall take effect thirty-one (31) days after its adoption.

Section 7. The Custodian of Records for this Ordinance is Linda Rodriguez, Assistant City Clerk and the records comprising the administrative record for this Ordinance are located at Arcadia City Hall, 240 W. Huntington Drive, Arcadia CA.

[SIGNATURES ON THE NEXT PAGE]

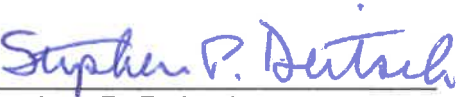
Passed, approved and adopted by the City Council this 6th day of September, 2022.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

EXHIBIT A

Multi-family and Mixed-Use Objective Design Standards

(Follows this page)

Section 9102.01.150 – Multifamily Objective Development Standards

- A. **Purpose.** The purpose of these design standards is to provide the public, building and design professionals, and decision-makers with objective criteria for eligible residential development in the City. The intent is to provide clear design direction that enhances an area’s unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment.
- B. **Background.** Since 2017, the Governor has signed into law multiple housing bills, including Senate Bill 35 and Senate Bill 330 which provide for streamlined, ministerial approval processes for eligible multifamily residential development (two or more residential units), subject to certain conditions which may include affordability requirements, and where consistent with objective zoning and design standards.
- C. **Applicability.** The provisions of this chapter apply to all newly constructed residential projects, in all zones, that qualify for streamlined, ministerial processing per the Housing Accountability Act (HAA), and which meet the definition of “housing development projects” under California Government Code §69988.5(h)(2). These include multifamily housing with two or more units, and mixed-use projects with up to two-thirds of the project. Eligible residential projects shall comply with all objective development standards, City policies, thresholds of significance, zoning regulations, and design standards as established in the General Plan and the Arcadia Development Code.
 - 1. **Modification.** Residential projects seeking a modification(s) to any development standards set forth in the Arcadia Development Code shall not be eligible for streamlined, ministerial processing per SB 35.
 - 2. **Waiver on Objective Development Standards** Up to three (3) objective development standards from all of the individual sub-items under each category may be waived for any eligible mixed-use residential project without the requirement for an additional application. The applicant must provide an explanation as to why the development standard is not applicable or cannot be achieved. The waiver is subject to review and approval by the Director or designee. These decisions are not appealable.
 - 3. **Conflicting Standards.** Projects must meet objective development standards in this Division, in addition to all pertinent sections of the Arcadia Development Code and the California Building Code (CBC). If there is any conflict between these objective standards and existing City and/or State requirements, the more restrictive objective standard applicable to the project shall apply.
 - 4. **Severability.** In the event that a development standard is found to be unenforceable, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Division, and all other development standards will remain enforceable.
- D. **Objective Development Standards Site and Building Design.**
 - 1. **Site Design.** Site planning refers to the arrangement of - and relationships between - buildings, parking areas, common and private open space, landscaping, and pedestrian connections. The site planning topics in this chapter include site layout and building placement, vehicular surface parking and access, pedestrian circulation and access, landscaping, and common and private open space.
 - a. Existing mature trees should be preserved and incorporated into development proposals.
 - b. Decks and balconies should be recessed and/or incorporated into the massing of the home, rather than protruding out of the home, to enhance privacy.
 - 2. **Building Form, Massing, and Articulation.** Building form, massing and façade articulation facilitates the distinction of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form.

- a. **Massing** Where applicable, the third floor of the building must be set back a minimum of three feet from the first or first and second floor footprint.
 - b. **Wall Plane Variation.** All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls shall include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
 - c. **Cantilevers.** The upper floors shall not overhang or cantilever more than four feet over any of the lower floors.
 - d. **Four-sided Architecture.** Buildings shall be designed and articulated with details, articulation, different materials and/or colors, and different elements on all sides. The street-facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
3. **Roofs.**
- a. Roofs shall consist of a single style and slope throughout the project. On a building with a pitched roof, no portion of the main roof shall be flat.
4. **Parapets.**
- a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
 - b. Parapet material should match the building façade.
5. **Building and Unit Entries.**
- a. **Street-Facing Entry.** Buildings located adjacent to the street shall have a ground-level primary building entry facing the primary street. The development shall also have front-facing units that faces the site's primary public street.
 - b. **Non-Street-Facing Entry.** Buildings not located adjacent to a street shall have unit front entryways oriented to face internal common open space areas such as landscaped courtyards, plazas, or paseos.
 - c. **Corner Buildings.** An entry to a residential unit must be located within 25 feet of the corner of the building.
 - d. Every building shall contain at least one pedestrian entry that does not require access through a parking garage.
 - e. Corinthian columns are not permitted.
 - f. **Definition of Entries.** Both primary building and individual unit entries shall incorporate the following to clearly define the entrance:
 - i. Entry shall match the first floor plate height. Entry designs greater than one-story are not allowed.
 - ii. Entries should provide a sheltered area in front of the primary door. Flat roof porches are not allowed.
6. **Windows.** Window materials, color, and style shall be the same on all elevations.
- a. Windows shall be recessed at least two inches from the face of the exterior wall.
 - b. When utilized, functional and decorative shutters shall be at least one-half the width of the window (for paired shutters), or a matching width (for a single shutter).
 - c. Architectural window detailing, such as sills, trim, and/or awnings should be provided.
7. **Materials and Colors.**

- a. **Colors and Materials.** No more than three exterior paint colors and three façade materials shall be used. Glossy and/or reflective colors and materials are prohibited.
 - b. **Restriction on Materials Where Visible from Public Right-of-Way.** Bare concrete masonry unit blocks and slumpstone are prohibited on any area of the development visible from a public right-of-way.
 - c. **Material Transitions.** Changes or transitions in façade treatment, such as veneers or textured materials, shall wrap around the corners of the building and extend at least 6 feet beyond the corners, or terminate at the nearest window or door.
 - d. **Architectural Consistency.** Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
- E. **Vehicular Parking and Access.** Vehicular parking and access shall comply with the provisions of Section 9103.07, Off-Street Parking and Loading, of the Arcadia Development Code.
1. **Enhanced Paving for Entry Driveways.** The first 15 feet of the primary vehicular driveway, starting from the property line, shall use colored, stamped, or textured concrete, pavers, or permeable paving treatments such as grass-crete. The enhanced paving shall be applied throughout the driveway to break up the appearance of the concrete.
 2. **Projects with Controlled Entrances.** Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.
- F. **Pedestrian Circulation and Access.**
1. **Pedestrian Walkways.** Pedestrian walkways shall be provided according to the following standards:
 - a. **Walkway Width.** Pedestrian walkways shall be provided with a minimum width of four feet.
 - b. **Materials.** Pedestrian walkways shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.
 2. **Walkways Adjacent to Driveways.** Clear, safe pedestrian access should be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.
- G. **Common Public and Private Open Space.** Common and private open spaces shall be provided as required by the underlying zone in Division 2, Zones, Allowable Uses, and Development Standards, of the Arcadia Development Code.
1. **Common Open Space.** Projects providing common open space shall satisfy the requirements below with passive or active recreation amenities as defined below. An applicant may provide common open space through an amenity not on this list if it is readily accessible by all residents for recreation and social purposes.
 - a. **Passive Recreation Amenities.** Picnic/barbeque area, open courtyard, dog park/dog run, rooftop deck, fire pit area, or other outdoor gathering spaces.
 - b. **Active Recreation Amenities.** Athletic gyms or courts (e.g. basketball, tennis, bocce ball), swimming pool or spa, playground.
 - c. **Common Open Space Requirements.** Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site.
 2. **Private Open Space.** When roof decks are proposed, landscape planters such as planter boxes,

potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a screening buffer.

- H. **Landscaping.** Landscaping shall be utilized for all outdoor areas that are not specifically used for parking, driveways, walkways, patios, or open space. Landscape planters must be provided throughout the development.
1. **Plant Selection.** Projects shall utilize native California and drought-tolerant plants selected from the City's Residential Landscaping Guide.
- I. **Parking Area Design.**
1. Semi-subterranean parking structures are not allowed. A parking structure shall be considered to be semi-subterranean if the structure is partially underground.
 2. **Materials and Colors.** Where applicable, a parking structure shall utilize the same colors and materials as the primary residential buildings.
 3. **Orientation.** Parking areas shall be located behind or within the building or buildings so that it is not visible from the primary street frontage.
 4. **Garage Doors.** Garage doors shall be oriented to face away from the primary street.
 5. **Access.** Where applicable, alleys should be utilized to provide access to parking and service areas.
- J. **Fences and Walls.** Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. Refer to the Arcadia Development Code for additional regulations associated with fences and walls.
1. Both sides of all perimeter walls and fences should be architecturally treated. Walls shall be finished with a trim cap.
 2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
- K. **Lighting.** Outdoor light fixtures, including pole lights, wall-mounted lights and bollards shall be fully shielded and downward-facing in order to minimize glare and light trespass within and beyond the project site.
- L. **Vents and Exhaust.** All wall-mounted utility elements shall be located to ensure they are concealed from public view. All flashing, sheet metal vents, exhaust fans/ventilators, and meter boxes shall be painted to match the building wall material and/or color.
- M. **Rooftop Equipment.** Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.

Section 9102.01.160 – Mixed-Use Objective Development Standards

- A. **Purpose.** The purpose of these design standards is to provide the public, building and design professionals, and decision-makers with objective development standards for mixed-use development in the City. The intent is to provide clear design direction that enhances an area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment.
- B. **Background.** In 2017, the Governor signed into law multiple housing bills, including Senate Bill 35 and SB 330 which provide for streamlined, ministerial approval processes for eligible multifamily and mixed-use residential development, subject to certain conditions which may include affordability requirements, and consistent with objective zoning and design standards.
- C. **Applicability.** The provisions of this chapter apply to all newly constructed residential projects, in all zones, that qualify for streamlined, ministerial processing per the Housing Accountability Act (HAA), and which meet the definition of "housing development projects" under California Government Code §69988.5(h)(2). These include mixed-use projects with up to two-thirds of the project dedicated to residential square footage. Eligible residential projects shall comply with all objective development standards, City policies, thresholds of significance, zoning regulations, and design standards.
1. **Modification.** Residential projects seeking a modification(s) to any development standards set forth in the Arcadia Development Code shall not be eligible for streamlined, ministerial processing per SB 35.
 2. **Waiver on Objective Development Standards.** Up to three (3) objective development standards from all of the individual sub-items under each category may be waived for any eligible mixed-use residential project without the requirement for an additional application. The applicant must provide an explanation as to why the development standard is not applicable or cannot be achieved. The waiver is subject to review and approval by the Director or designee. These decisions are not appealable.
 3. **Conflicting Standards.** Projects must meet objective standards in this Division, in addition to all pertinent sections of the Arcadia Development Code and the California Building Code (CBC). If there is any conflict between these objective standards and existing City and/or State requirements, the more restrictive objective standard applicable to the project shall apply.
 4. **Severability.** In the event that a development standard is found to be unenforceable, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Division, and all other development standards will remain enforceable.
- D. **Site and Building Design.**
1. **Site Design.**
 - a. Existing mature trees shall be preserved and incorporated into development proposals.
 - b. Decks and balconies shall be recessed and/or incorporated into the massing of the building, rather than protruding out of the building, to enhance privacy.
 - c. Where applicable, active commercial uses, including retail, restaurant, and personal services shall be located on the ground floor fronting the sidewalk.

- d. Where applicable, private amenities, such as plazas and open space shall be located in the interior of the site or otherwise away from the street.
2. **Building Form, Massing, and Articulation.** Building form, massing and façade articulation facilitates the distinction of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form.
 - a. **Massing.** For projects over two stories in height, portions of the upper stories shall be recessed at least two feet from the front façade to reduce the overall massing of the building at the pedestrian level.
 - b. **Wall Plane Variation.** All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls must include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
 - c. **Four-sided Architecture.** Buildings shall be designed and articulated with details, articulation, materials, and elements on all sides. The street-facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
 3. **Setbacks Facing Primary Street.** Setbacks facing the primary street shall be landscaped and/or be publicly accessible except where used for outdoor dining (subject to a separate permit). These setbacks shall contain at least two public amenities per 50 linear feet such as benches, shade structures, public art pieces, planters, or other design element.
 4. **Ground Floor Character.**
 - a. **Ground Floor Transparency.** Exterior walls facing a public street must include windows and doors for at least 50 percent of the building wall area. Parking garages are not required to meet this requirement.
 - b. **Weather Protection.** Awnings or similar weather protection elements may be fixed or retractable.
 5. **Corner Buildings.** Corner buildings greater than 30 feet in height shall include at least one of the following features:
 - a. A building entrance should be located within 40 linear feet of the corner of the building.
 - b. A different material application and window arrangement from the rest of the building façade for the corner of the building.
 - c. At the building corner, there must be a break in the building wall or it must be stepped back to break-up the straight plane.
 6. **Building and Unit Entries.**
 - a. **Street-Facing Entry.** Mixed-use buildings located within 20 feet of the primary street right-of-way shall provide a ground-level primary building entry directly from the public sidewalk. Primary building entries shall provide one or more of the following:
 1. Entry flanked by columns, decorative fixtures, or other similar elements.
 2. Entry recessed within a large arch or cased decorative opening.
 3. Entry emphasized by a change in roofline of at least 12 inches, a tower, or a break in the wall façade.
 4. Entry covered by a large portico projecting at least 6 feet from the wall façade.
 5. Entry covered by an awning.

- 6. Entry accessed from a common open space area such as a landscaped courtyard, plaza, or paseo.
 - b. Entry designs greater than one story are not allowed.
 - c. Every building shall contain at least one primary building entrance that does not require access through a parking garage.
 - d. Corinthian columns are prohibited.
 - 7. **Roofs.** Roofs must consist of a single style and slope throughout the project.
 - 8. **Parapets.**
 - a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
 - b. Parapet material shall match the immediately adjacent building façade.
 - 9. **Windows.** Window materials, color, and style shall be the same on all elevations.
 - a. Windows shall be recessed at least two inches from the face of the exterior wall.
 - b. When utilized, functional and decorative shutters shall be at least one-half the width of the window (for paired shutters), or a matching width (for a single shutter).
 - c. Architectural window detailing, such as sills, trim, and/or awnings shall be provided.
 - d. A single window style and material shall be used throughout the development to provide a coordinated appearance.
 - 10. **Materials and Colors.**
 - a. **Colors and Materials.** No more than three exterior paint colors and three façade materials shall be used. Glossy and/or reflective colors and materials are prohibited.
 - b. **Restriction on Materials Where Visible from Public Right-of-Way.** Bare concrete masonry unit blocks and slumpstone are prohibited on any area of the development visible from a public right-of-way.
 - c. **Material Transitions.** Changes or transitions in façade treatment, such as veneers or textured materials, shall wrap around the corners of the building and extend at least 6 feet beyond the corners, or terminate at the nearest window or door.
 - d. **Architectural Consistency.** Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
- E. **Vehicular Parking and Access.** Vehicular parking and access shall comply with the provisions of Chapter 17.38, Parking and Loading, of the Arcadia Development Code.
- 1. **Enhanced Paving for Entry Driveways.** The first 15 feet of the primary vehicular driveway, starting from the property line, shall use colored, stamped, or textured concrete, pavers, or permeable paving treatments such as grass-crete. The enhanced paving shall be applied throughout the driveway to break up the appearance of the concrete.
 - 2. **Projects with Controlled Entrances.** Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.
 - 3. **Parking Structure Location.** Parking structures and garages shall not be located adjacent to the primary street frontage. See Section 9102.01.150.J, Parking Structure Design.
- F. **Pedestrian Circulation and Access.**
- 1. **Pedestrian Walkways.** Pedestrian walkways shall be provided according to the following standards:

- a. **Walkway Width.** Pedestrian walkways shall be provided with a minimum width of four feet.
 - b. **Materials.** Pedestrian walkways shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.
 2. **Walkways Adjacent to Driveways.** Clear, safe pedestrian access shall be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.
 3. **Through-Lot Connections.** Through lots located more than 300 feet from an intersecting street or pedestrian walkway shall provide a publicly accessible sidewalk or pedestrian walkway connecting the two streets.
- G. **Common and Private Open Space.** Common and private open spaces shall be provided as required by the underlying zone in Division 2, Zones, Allowable Uses, and Development Standards, of the Arcadia Development Code.
1. **Common Open Space.** Projects providing common open space shall satisfy the requirements below with passive or active recreation amenities as defined below. An applicant may provide common open space through an amenity not on this list if it is readily accessible by all residents for recreation and social purposes.
 - a. **Passive Recreation Amenities.** Picnic/barbeque area, open courtyard, dog park/dog run, rooftop deck, fire pit area, or other outdoor gathering spaces.
 - b. **Active Recreation Amenities.** Athletic gyms or courts (e.g. basketball, tennis, bocce ball), swimming pool or spa, playground.
 - c. **Common Open Space Requirements.** Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site.
 2. **Private Open Space.** When roof decks are proposed, landscape planters such as planter boxes, potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a screening buffer.
 3. **Mixed Use Developments.** Where a project includes both residential and commercial uses, the open space provided for residents must be secured and accessible only from the residential area of the project. Publicly accessible open space such as plazas and courtyards does not count as open space for the residential uses.
- H. **Landscaping.** Landscaping shall be utilized for all outdoor areas that are not specifically used for parking, driveways, walkways, patios, or open space. Projects shall utilize native California and drought-tolerant plants selected from the City's Residential Landscaping Guide.
- I. **Parking Structure Design.**
1. Semi-subterranean parking structures are not allowed. A parking structure shall be considered semi-subterranean if the parking garage/structure is partially underground.
 2. **Materials and Colors.** The parking structure shall utilize the same colors and materials as the residential building of residential portion of the building.
 3. **Orientation.** Parking structure and garage entries shall face away from the primary street where possible. Where a parking garage is proposed, it shall be wrapped with residential units

along street frontages to allow for continuation of the street scene. No garage shall face the primary street, unless it is the only point of access or a secondary access is necessary.

4. **Parking separation.** For mixed-use projects, parking for residents shall be separated from commercial and guest parking. This may be achieved through the implementation of a gate within a parking structure.
 5. **Access.** Where applicable, alleys shall be utilized to provide access to parking and service areas.
- J. **Fences and Walls.** Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. Refer to the Arcadia Development Code for additional regulations associated with fences and walls.
1. Both sides of all perimeter walls and fences shall be architecturally treated. Walls shall be finished with a trim cap. Walls shall be finished and designed to complement the surrounding development.
 2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
- K. **Lighting.** Outdoor light fixtures, including pole lights, wall-mounted lights and bollards shall be fully shielded and downward-facing in order to minimize glare and light trespass within and beyond the project site.
- L. **Vents and Exhaust.** All wall-mounted utility elements shall be located to ensure they are concealed from public view. All flashings, sheet metal vents, exhaust fans/ventilators, and meter boxes shall be painted to match the building wall material and/or color.
- M. **Rooftop Equipment.** Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.

EXHIBIT B

Density Bonus Ordinance Update

(Follows this page)

Section 9103.15 – Density Bonuses for Affordable and Senior Housing

Subsections:

- 9103.15.010 Purpose and Applicability
- 9103.15.020 Density Bonus
- 9103.15.030 Incentives and Concessions
- 9103.15.0640 Findings
- 9103.15.0450 Application Requirements
- 9103.15.0560 Location and Type of Designated Uses

9103.15.010 Purpose and Applicability

This Section is intended to implement the housing element of the general plan and the requirements of Government Code Sections 65915 through 65918, offering incentives for the development of affordable housing for low-income, moderate-income, and senior citizen households, as well as housing developments for foster youth, disabled veterans, homeless persons, and college students. Where regulations are not specifically addressed in this Section or where conflicts exist between these provisions and the provisions of Government Code Sections 65915 through 65918, the provisions of the Government Code, as they may be amended over time, shall apply.

9103.15.020 Density Bonus

Density bonus refers to a density increase over the otherwise maximum allowable residential density established by this Development Code and in the Land Use and Community Design Element of the General Plan as of the date of application by the developer, and is in accordance with the affordability levels proposed in the project, consistent with density bonus law provisions contained in Government Code Sections 65915-65918.

In order to be eligible for a density bonus and other incentives as provided by this Section, a proposed housing development shall comply with the eligibility requirements specified in Government Code Sections 65915 through 65918. A density bonus and applicable incentives or concessions shall be granted if an applicant for a housing development seeks and agrees to construct a development that contains low-income, very low-income, moderate-income, and/or senior housing units, and it is consistent with one of the following as the required percentages of which are outlined set forth in Government Code Section 65915(b)(1):

- At least 5% of the for-sale or rental housing units are restricted to very low-income residents.
- At least 10% of the for-sale or rental housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale development are restricted to moderate income residents.
- At least 33% of the housing units in a proposed condominium project (from an apartment conversion) are restricted to low or moderate income residents, or at least 15% of the housing units are restricted to lower income residents.
- 100% of the housing units (other than manager's units) are restricted to very low, lower and moderate-income residents (with a maximum of 20% moderate).
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low-income level.
- At least 20% of the housing units are for low-income students in housing dedicated for full-time students at accredited colleges. "Low-income students" is defined in Government Code Section 65915(o)(3).

- The project donates at least one acre of land to the city or county for very low-income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.
- The project is a senior citizen housing development of at least 35 units (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

Replacement Housing. Developers obtaining a density bonus are required to replace existing units which are occupied by very low- or lower-income households, at the time of the density bonus application. Developers are also required to replace existing units which were occupied by very low- or lower-income households that have been demolished or vacated within a five-year period preceding the density bonus application. The housing development must also meet the applicable affordable housing standards, including the replacement units.

9103.050.030 Incentives and Concessions

- A. Determination of Density Bonus.** The amount of a density bonus and the extent of other incentives allowed for a proposed housing development shall be determined by the Council in compliance with Government Code Section 65915. ~~An additional density bonus incentive shall be granted if an applicant proposes to construct a housing development that conforms with Government Code Section 65915(b)(1) and that includes a child care facility located on the premises of, as part of, or adjacent to the project.~~ If a density bonus and/or other incentives cannot be accommodated on a site due to strict compliance with the provisions of this Development Code, the Council may modify or waive other development standards as necessary to accommodate all bonus units and other incentives to which the development is entitled.
- B. Calculating Density Bonus.** The calculation of a density bonus in compliance with this subsection that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purposes of calculating a bonus, the residential units do not have to be based upon individual subdivision maps or lots. ~~A minimum density bonus of 20% and up to 80% above the maximum density will be calculated as follows:~~

<u>Affordable Unit Percentage</u>	<u>Very Low Income Density Bonus</u>	<u>Low Income Density Bonus</u>	<u>Moderate Income Density Bonus</u>	<u>Land Donation Density Bonus</u>	<u>Senior Housing*</u>	<u>Foster Youth/ Disabled Veterans/ Homeless</u>	<u>College Students</u>
5%	20%	-	-	-	20%	-	-
6%	22.5%	-	-	-	20%	-	-
7%	25%	-	-	-	20%	-	-
8%	27.5%	-	-	-	20%	-	-
9%	30%	-	-	-	20%	-	-
10%	32.5%	20%	5%	15%	20%	20%	-
11%	35%	21.5%	6%	16%	20%	20%	-
12%	38.75%	23%	7%	17%	20%	20%	-
13%	42.5%	24.5%	8%	18%	20%	20%	-
14%	46.25%	26%	9%	19%	20%	20%	-
15%	50%	27.5%	10%	20%	20%	20%	-
16%	50%	29%	11%	21%	20%	20%	-

17%	50%	30.5%	12%	22%	20%	20%	-
18%	50%	32%	13%	23%	20%	20%	-
19%	50%	33.5%	14%	24%	20%	20%	-
20%	50%	35%	15%	25%	20%	20%	35%
21%	50%	38.75%	16%	26%	20%	20%	35%
22%	50%	42.5%	17%	27%	20%	20%	35%
23%	50%	46.25%	18%	28%	20%	20%	35%
24%	50%	50%	19%	29%	20%	20%	35%
25%	50%	50%	20%	30%	20%	20%	35%
26%	50%	50%	21%	31%	20%	20%	35%
27%	50%	50%	22%	32%	20%	20%	35%
28%	50%	50%	23%	33%	20%	20%	35%
29%	50%	50%	24%	34%	20%	20%	35%
30%	50%	50%	25%	35%	20%	20%	35%
31%	50%	50%	26%	35%	20%	20%	35%
32%	50%	50%	27%	35%	20%	20%	35%
33%	50%	50%	28%	35%	20%	20%	35%
34%	50%	50%	29%	35%	20%	20%	35%
35%	50%	50%	30%	35%	20%	20%	35%
36%	50%	50%	31%	35%	20%	20%	35%
37%	50%	50%	32%	35%	20%	20%	35%
38%	50%	50%	33%	35%	20%	20%	35%
39%	50%	50%	34%	35%	20%	20%	35%
40%	50%	50%	35%	35%	20%	20%	35%
41%	50%	50%	38.75%	35%	20%	20%	35%
42%	50%	50%	42.5%	35%	20%	20%	35%
43%	50%	50%	46.25%	35%	20%	20%	35%
44%	50%	50%	50%	35%	20%	20%	35%
100%**	80%	80%	80%	35%	20%	20%	35%

* No affordable units are required for senior units.

** Applies when 100% of the total units (other than manager's units) are restricted to very low, lower and moderate income (maximum 20% moderate).

C. Density Bonus for Childcare

Housing development that provide a child care facility on the premises of, as part of, or adjacent to the project and conforms with Government Code Section 65915(b)(1) are eligible for a separate density bonus equal to the size of the childcare facility. The childcare facility must remain in operation for at least the length of the affordability covenants. A percentage of the childcare spaces shall be made available to low and moderate income families.

D. Density for Condomium Conversion

A condominium conversion is eligible for density bonus of up to 25% over the number of apartment units, where the additional dwellings are within the existing structure or structures, or other incentives of equivalent financial value, if the condominium conversion project provides at least 33% for the total units to low or moderate income households or 15% of the units to lower income households.

G. E. Other Incentives

1. **Applicant-specified Concessions or Incentives.** An applicant may submit to the City a request for specific incentives or concessions or incentives in compliance with this Section.
2. **Required Available Concessions or Incentives or Concessions.** A qualifying project shall be entitled to one or more "incentives" or "concessions", two, or three, of the following incentives, depending on their proposed levels of affordability, as allowed by Government Code Section 65915, in addition to the density bonus allowed as follows:

Number of incentives or concessions	Very Low Income percentage	Low Income percentage	Moderate Income percentage
1	5%	10%	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)

3. **Types of Available Concessions or Incentives.** A qualifying project may request available incentives or concessions in addition to the density bonus from the following categories:
 - a. A reduction in the site development standards of this Development Code (e.g., site coverage, off-street parking requirements, reduced lot dimensions, and/or setback requirements); or
 - b. Approval of mixed-use zoning not otherwise allowed by this Development Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the project will be located; and/or
 - e. b. Other regulatory incentives or concessions proposed by the developer or the City that will result in identifiable and actual cost reductions.

3.4. Additional Concessions or Incentives. The Council shall have the discretion to approve additional concessions or incentives to a qualifying project based on the superior merits of that particular project, as determined by the Council. If a development standard would physically prevent the project from being constructed at the permitted density even with approved concessions and incentives, a developer may propose to have that standard waived or reduced. A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled to per Section 2 above, unless the concession is to the development standards.

4.5. Required Findings to Reject Concession or Incentive. The Council shall grant the concession or incentive requested by the applicant unless the Council makes a written finding, based upon substantial evidence, of any of the following:

- a. The concession or incentive is not required in order to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set in compliance with Government Code Section 65915(c); **or**
- b. The concession or incentive would have a specific adverse impact, as defined by Government Code Section 65589.5(d)(2), upon public health and safety, ~~or the physical environment~~, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; **or**
- c. **The concession or incentive would be contrary to state or federal law.**

D. F. Effect of Incentive or Concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

G. Maximum Parking Requirements. Affordable housing projects benefit from parking standards that require fewer parking spaces than typical market-rate housing projects. Upon the developer's request, the City shall not require a vehicular parking ratio, inclusive of accessible and guest parking, that exceed the following ratios:

- 1. Studio to one-bedroom: 1 parking space per unit.
- 2. Two to three bedrooms: 1.5 parking spaces per unit.
- 3. Four or more bedrooms: 2.5 parking spaces per unit.

If total parking calculations result in a number other than a whole number, then parking calculations shall be rounded up to the nearest whole number. Requesting these parking standards does not count as an incentive or concession. An applicant may request additional parking incentives beyond those included in this section. Onsite spaces may be provided through tandem or uncovered parking, but not on-street parking.

1. Other Parking Requirements. Lower parking ratios apply to specified projects (although the City may require higher parking ratios if supported by a specified parking study):

Project Type	Parking Spaces Required
Rental/for sale projects with at least 11% very low income or 20% lower income units within ½ mile of an accessible major transit stop	0.5 spaces per unit
For sale projects with at least 40% moderate income units within ½ mile of an accessible major transit stop	0.5 spaces per bedroom
Rental projects 100% affordable to lower income within ½ mile of an accessible major transit stop	0 spaces per unit
Rental senior projects 100% affordable to lower income households, either with paratransit service or within ½ mile of an accessible bus route (operating at least 8 times per day)	0 spaces per unit

Rental special needs projects 100% affordable to lower income households, either with paratransit service or within ½ mile of an accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental supportive housing developments 100% affordable to lower income households	0 spaces per unit

H. Housing Restrictions

1. **Rental Units** – Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for that unit. The income and rent restrictions must remain in place for a 55 year term for very low or lower income units.
2. **For Sale Units** – Affordable units for sale must be sold at an affordable housing cost to a person or family of very low, low or moderate income, as required, and is subject to an equity sharing agreement pursuant to Government Code Section 65915(c)(2).

9103.15.0640 Findings

In addition to the findings required for the approval of Site Plan and Design Review and any discretionary permit required for the project, the approval of a density bonus shall require that the **Planning Commission first make all of the following additional findings as makes a recommendation to the City Council. The City Council will make all of the following findings and will decide all Density Bonus applications.**

- A. The project will be consistent with the General Plan, except as provided by this Section with regard to maximum density, density bonuses, and other incentives and concessions;
- B. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;
- C. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Section;
- D. In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, that additional concessions or incentives are not necessary to ensure affordable housing costs as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c); and
- E. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

9103.15.0450 Application Requirements

- A. **Site Plan and Design Review.** An application for Site Plan and Design Review pursuant to Section 9107.19 (Site Plan and Design Review) of this Code shall be required for any density bonus request.
- B. **Continued Availability.** The application for the density bonus project shall include the procedures proposed by the developer to maintain the continued affordability of the designated lower-income units as follows. These provisions shall apply to both rental and for-sale ownership units.
 1. **Development Projects with Public Funding.** A project that receives a direct financial contribution or other financial incentives from a public source (including the City, the Department of Housing and Urban Development, or State tax credit program), ~~or a density bonus and at least one other concession or incentive~~ **and** a density bonus ~~and at least one other concession or incentive~~ in compliance with this Section, shall maintain the availability of the designated lower-income units for a minimum of 55 years, as required by Government Code Sections 65915(c) ~~and 65916.~~

2. **Private Development Projects—Density Bonus Only.** Privately financed projects that receive a density bonus as the only incentive from the City shall maintain the availability of the designated lower-income rental units for a minimum of 30 55 years. Privately financed projects that receive a density bonus from the City and include for-sale units shall maintain the availability of any lower-income or moderate-income units for a minimum of 45 years.

9103.15.0560 Location and Type of Designated Uses

- A. **Location/Dispersal of Units.** The designated units shall be reasonably dispersed throughout the project to the maximum extent feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finished quality.
- B. **Phasing.** If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the City.

EXHIBIT C

Accessory Dwelling Unit Ordinance Minor Changes

(Follows this page)

9102.01.080 Accessory Dwelling Units
Amended by Ord. No. 2347
Amended by Ord. 2369 & 2370
Amended by Ord. No. 2375

Accessory dwelling units and junior accessory dwelling units, as defined in Division 9 (Definition) of this Development Code, are allowed in the R-0, R-1, and R-M, R-2, and R-3, **CBD, MU, and DMU** zones, developed with at least one dwelling. Accessory dwelling units are subject to all development standards for the underlying zoning of the property, as set forth in Table 2-2 (Development Standards for Single-Family Residential Zones) or in Table 2-6 (Development Standards for Multiple-Family Residential Zones) unless otherwise specified in **this Section** ~~Subsection 9102.01.080.B~~.

A. Development Standards

1. **General.** Except as identified in this Subsection, accessory dwelling units shall comply with all the development standards (setbacks, lot coverage, height, etc.). All accessory dwelling units shall be clearly subordinate in location and size to the primary structure and consistent in exterior appearance with the primary structure through the use of similar/matching exterior paint colors, material types, and architectural styles. Accessory dwelling units shall have a defined and independent exterior access. An accessory dwelling unit is allowed on a site only when a primary ~~residence~~ **dwelling** exists.
2. **Location:** An accessory dwelling unit is permitted on any residentially zoned property if a single-family dwelling **or multifamily dwelling** exists on the lot or will be constructed in conjunction with the accessory dwelling unit. An accessory dwelling unit may be either attached to the existing dwelling unit, or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling. A junior accessory dwelling unit (JADU) may only be located within an existing or proposed single-family structure.

One of the following is allowed:

1. One Attached ADU (may not be allowed with detached ADU or JADU); or
 2. One Detached ADU or a JADU by itself; or
 3. One Detached ADU with one JADU
3. **Maximum Floor Area and Lot Coverage.** No accessory dwelling unit may cause the total Floor Area Ratio (FAR) of the lot to exceed 45%, ~~No accessory dwelling unit may~~ **or** cause the lot coverage of the lot to exceed 50%. **If either requirement would preclude development of an accessory dwelling unit up to 800 square feet in size, the requirement does not apply.**
 4. ~~**Minimum Open Space.** No ADU to this Section may cause the total percentage of open space of the lot to fall below 50 percent.~~

5.4. Maximum Size

- a. **Accessory Dwelling Unit.** The maximum size of a detached or attached accessory dwelling unit is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
- b. **Junior Accessory Dwelling Unit.** The maximum size within an existing or proposed single-family dwelling is 500 square feet.
- c. An attached accessory dwelling unit that is created on a lot within an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling, **unless this would restrict the maximum size of the accessory dwelling unit to be smaller than 800 square feet.**
- d. Application of other development standards, such as FAR or lot coverage, might further limit the size of the accessory dwelling unit, but no application of FAR, lot coverage, or open space requirements may require the accessory dwelling unit to be less than 800 square feet.

6. 5. Maximum Height and Story

- a. A single-story attached or detached accessory dwelling unit may not exceed 16 feet in height, measured to the top of the roof ridge.
- b. A second story or two-story attached accessory dwelling unit may not exceed the height of the primary residence dwelling.
- c. A detached accessory dwelling unit may not exceed one story.

~~7. 6. Required Setbacks.~~ A ~~D~~ detached and attached accessory dwelling units shall meet the minimum side and rear yard setbacks of at least four (4) feet. An attached accessory dwelling unit shall meet the same front setback as required for the primary residence.

~~Note: Per Government Code Section 65852.2 (a)(1)(d)(vii), the required side and rear yard setback for an attached ADU shall be 4 feet, and not the same setback as the primary house.~~

~~8. 7. Required Parking.~~ An accessory dwelling unit shall be provided with a minimum of one on-site parking space (covered or uncovered). The uncovered parking space shall be located on a paved surface, and may be provided in the setback areas or as tandem parking. For required parking space dimensions, please refer to Division 3.

When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, the required parking spaces shall be replaced as specified in Table 3-3. If code compliant replacement parking cannot be provided, the replacement parking spaces may be located in any configuration on the same lot as the accessory dwelling unit, including but not limited to, covered spaces, uncovered spaces, or tandem spaces or by the use of mechanical automobile parking lifts within an enclosed garage (Note: This section was previously in Division 3):

- ~~a. The property is an R-M zoned property, a hillside property, located within a designated fire zone, or a non-conforming lot, or if the Director determines that such parking arrangements are not feasible based upon specific safety conditions, or that such arrangements are not permitted anywhere in the City.~~

~~9.8. Fire Sprinklers.~~ An accessory dwelling unit is required to have sprinklers if the primary residence dwelling is also required to have fire sprinklers.

B. Permit Procedures for Accessory Dwelling Units and Junior Accessory Dwelling Units. If the accessory dwelling unit does qualify for a Building Permit Only, the procedures specified in Subsection 9102.01.080.B.2, shall be followed.

1. **Building Permit Only.** An accessory dwelling unit or junior accessory dwelling unit is only subject to a building permit when it is proposed on a residential or mixed use zone and meets one of the following scenarios:
 - A. **Converted Accessory Dwelling Unit in Single-Family Zones:** Only one accessory dwelling unit or junior accessory dwelling unit on a lot with a proposed or existing single family dwelling on it, where the accessory dwelling or junior accessory dwelling unit:
 1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 2. Has exterior access that is independent of that for the single-family dwelling.
 3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 4. The converted ADU shall not exceed 50% of the livable area of the primary residence. A converted

JADU shall not exceed 50% of the livable area of the primary residence nor the maximum permitted size for a junior accessory dwelling unit.

- B. **Detached Accessory Dwelling Unit:** One detached, new construction of an accessory dwelling unit on a lot with a proposed or existing single-family dwelling (in addition to any junior accessory dwelling unit that might otherwise be established on the lot under Subsection A), if the detached accessory dwelling unit satisfies the following limitations:
 - 1. The side and rear yard setbacks are at least four (4) feet.
 - 2. The total floor area is 800 square feet or less.
 - 3. The structure does not exceed 16 feet in height and one-story.
- C. **Converted Accessory Dwelling Unit in Multifamily Zones:** Portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, communal rooms, or garages, may be converted into an accessory dwelling unit if it complies with the state building standards for dwellings. **Up to 25 percent of the existing multifamily dwelling units on a lot may have a converted accessory dwelling unit, and at least one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling structure.** ~~Only one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units on the lot may each have a converted accessory dwelling unit.~~
- D. **Detached Accessory Dwelling Unit in Multifamily Zones:** No more than two detached accessory dwelling units may be located on a lot that has an existing multifamily dwelling. Each detached accessory dwelling unit must satisfy the following requirements:
 - 1. The side and rear yard setbacks are at least four (4) feet.
 - 2. The total floor area is 800 square feet or less, and shall not be larger in size than any existing multifamily unit.

2. **Accessory Dwelling Unit Permit**

Any construction that exceeds the requirements listed above listed in Subsection 1 above (Building Permits Only) shall require a Zoning Clearance for an Accessory Dwelling Unit pursuant to the provisions of Section 9107.27 (Zoning Clearance for Accessory Dwelling Units).

3. **Process and Timing**

- A. A Zoning Clearance for an Accessory Dwelling Unit **compliant with the standards of this Section** ~~permit~~ is considered and approved ministerially, without discretionary review or a hearing, unless the unit exceeds the code requirements (e.g. FAR) and is subject to an Administrative Modification.
- B. The City must act on an application within 60 days from the date the City receives a completed application, unless either:
 - 1. The Applicant requests for a delay, in which case the 60 day time period is tolled for the period of the requested delay, or
 - 2. A junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application until the City acts on the application for the new single-family dwelling, but the application to create the junior accessory dwelling unit is still considered ministerially without discretionary review or a

hearing.

- 4 ~~**Covenant Required.** An accessory dwelling unit is not intended for sale separate from the main dwelling unit and lot or to be used as a short term rental (terms less than 28-30 days). A covenant in a form approved by the City Attorney shall be recorded for each accessory dwelling unit specifying its size, location, and attributes, and requiring that the accessory dwelling unit shall not be sold independently of the main dwelling unit and lot and that no more than one lease agreement for terms of no less than 28-30 days may be entered into at any time.~~

~~*Note: Per Government Code Section 65852.2 (c)(4), the minimum rental lease term for an ADU shall be longer than 30 days, not the 28 days.*~~

C. **Impact Fees.**

1. Impact Fees. No impact fee is required for an accessory dwelling unit that is less than 800 **750** square feet in size, **except for school district impact fees, which may be required for accessory dwelling units greater than 500 square feet.**
2. Any impact fee that is required for an accessory dwelling unit that is 800 **750** square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling, **or the average square footage of the multifamily dwelling units within a multifamily dwelling structure** (e.g. the floor area of the primary dwelling, divided by the floor area of the accessory dwelling unit, times the typical fee amount charged for a new dwelling). Impact fees does not include any connection fee or capacity charge for water or sewer service.

D. **Utility Fees.**

1. Converted accessory dwelling units and junior accessory dwelling units on a single-family lot that were approved by a building permit only are not required to have a new or separate utility connection directly between the accessory dwelling unit or junior accessory dwelling unit and the utility, ~~nor~~ **nor** is a construction fee or capacity charge required unless the accessory dwelling unit is constructed with a new single-family home. All accessory dwelling units ~~and junior accessory dwelling units~~, **except as noted above**, require a new, separate utility connection directly between the accessory dwelling unit ~~or junior accessory dwelling unit~~ and the utility. **The Director or designee and the Building Official has the discretion to not require a separate connection for certain utilities depending on the circumstances.**

The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the accessory dwelling unit or junior accessory dwelling unit, based on either the floor area or the number of drainage-fixture (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

E. **Owner Occupancy.**

- a. All accessory dwelling units that were created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the accessory dwelling unit was created.
- b. An accessory dwelling unit that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
- c. All accessory dwelling units that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

- d. All junior accessory dwelling units are subject to an owner-occupancy requirement. A person with legal or equitable title to the property must reside on the property, in either the primary dwelling or junior accessory dwelling unit, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

F. Nonconforming Accessory Dwelling Units and Discretionary Approval

Any proposed accessory dwelling unit or junior accessory dwelling unit that does not conform to the objective design standards and/or exceeds the maximum size of 800 square feet for an accessory dwelling unit on a lot that already exceeds the maximum floor area, may be considered by the City with an Administrative Modification process in Section 9107.05.

G. Objective Design Standards for Accessory Dwelling Units

Architectural

1. ~~The materials and colors of the exterior walls, roof, eaves, and windows and doors must match the appearance and architectural design of those of the primary dwelling.~~ **The ADU must match the architectural style of the primary dwelling and provide matching architectural elements, such as: exterior colors, materials, surface treatments, windows, trims, and exterior doors.**
2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
4. The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.
5. For new detached ADUs, there must be indentations and/or projections provided that are at least 8-inches in depth on at least two of the exterior walls to break-up flat wall planes. The interior wall height shall be at least seven feet tall.
6. All windows that are located 9-feet in height above the finished floor must be clerestory windows (no dormers), and must be frosted or obscure glass.
7. A new detached ADU may not be located closer to the front property line than the primary ~~residence~~ **dwelling**.
8. ~~On a new detached ADU, exposed gutters and downspouts are not allowed.~~
- 9.8. The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the federal, state, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of the Interior.

Landscape

- 10 9. Landscaping around a detached ADU must be drought-tolerant or low water-using plants that utilize a variety of drought tolerant resistant grasses, turf substitutes, or ground covers that maintain a living, continuous planting area, and provide screening between the ADU and adjacent parcels. Desert landscape or rock garden designs are not allowed.

- 11 ~~10~~. All landscaping utilized must be taken from the city's approved planting materials listed in the City's Single-Family Design Guidelines.

Other

12. ~~11~~. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the Fire Department.
- ~~13~~ Each parking space shall be at least 10 feet in width and 20 feet in length. When a parking space is adjacent to a solid wall or structure, the parking space shall be 11' 6" in width and 20 feet in length.
- ~~14~~ Each parking space that is provided in an enclosed garage in a single-family zoned property shall be at least ten feet wide and twenty feet long and have at least seven and a half feet vertical clearance. On multifamily and mixed-use zoned properties, the parking space shall be 9 feet in width and 19 feet in length.
- 15 ~~12~~. On corner lots, a separate walkway from the primary residence may be allowed to the detached ADU entrance and it must connect to the nearest public sidewalk or right-of-way.
- 16 ~~13~~. ADUs must have clear addressing visible from the street. Addresses must be at least 4 inches high and shall be shown on the curb next to the primary address number.

Attachment No. 2

August 16, 2022 City Council Staff Report
(no attachments)



STAFF REPORT

Development Services Department

DATE: August 16, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Planning & Community Development Administrator
Prepared By: Fiona Graham, Planning Services Manager

SUBJECT: ORDINANCE NO. 2390 RELATED TO TEXT AMENDMENT NO. TA 22-02 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA DEVELOPMENT CODE INCORPORATING NEW OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY AND MIXED-USE DEVELOPMENT, UPDATES TO THE DENSITY BONUS ORDINANCE, AND MINOR CHANGES TO THE ACCESSORY DWELLING UNIT ORDINANCE WITH A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")
Recommendation: Introduce

SUMMARY

Governor Newsom signed Senate Bill 330 – Housing Development: Approvals ("SB 330") into law on October 9, 2019, which became effective on January 1, 2020. The bill establishes a statewide housing emergency that will be effect until January 1, 2030. The State also refined the Density Bonus Law with new legislation that went into effect January 1, 2022, that provides additional flexibility to developers in meeting requirements for a density bonus. Among these provisions, SB 330 requires local governments to ministerially approve certain housing developments through a streamlined process by removing all discretionary reviews, including design review, and requiring these projects only be subject to objective design and development standards. As a result of these changes, the proposed Text Amendment amends and updates the City of Arcadia's ("City") Development Code to incorporate new Objective Design Standards and to update additional regulations related to density bonuses and Accessory Dwelling Units ("ADU").

It is recommended that the City Council Introduce Ordinance No. 2390 related to Text Amendment No. 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and minor changes

to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act (“CEQA”).

BACKGROUND

In recent years, the State has passed numerous laws aimed at addressing the ongoing housing crisis in California. In 2017, Governor Brown signed a comprehensive housing package with 15 legislative bills that were intended to target the State’s housing shortage and high housing costs. In 2019, Governor Newsom signed 18 bills intended to boost housing production. Included among these bills were Senate Bill (“SB”) 35 and SB 330. Both bills include specific tasks that must be completed by local jurisdictions to comply with State legislation and to approve certain housing proposals through streamlined, ministerial, or “over-the-counter,” processes based on objective standards for new multi-family or mixed-use developments. The intent of SB 35 and SB 330 is to encourage cities to create quicker, more accessible pathways for housing to be built.

SB 35 went into effect January 1, 2018, and created a streamlined, ministerial approval process for certain, qualifying residential projects that provide at least 2 residential units and contain a minimum of 10% affordable units. On October 9, 2019, Governor Newsom signed SB 330 enacting the “Housing Crisis Act of 2019.” The housing bill is one of several bills that went into effect on January 1, 2020. The overall goal of SB 330 is to “suspend” certain local restrictions on housing development and expedite the permitting process to address the housing shortage in the State. SB 8 extends the date SB 330 sunsets from 2025 to 2030 to give the State more time to recover from the pandemic and meet its housing production goals.

SB 330 aims to streamline all multi-family residential development, regardless of whether it includes affordable housing by:

- Implementing a preliminary application process that “locks-in” applicable standards at the time of application and until the project is entitled.
- Sets review time limits for the entire review process.
- Restricts the number of hearings/meetings to a maximum of five (5), including any appeals.
- Requires that a project is reviewed only against objective design standards, removing discretionary review unless it is associated with another entitlement such as Zone Change, General Plan Amendment, Planned Development, and/or Specific Plan.

SB 35 and SB 330 are applicable only to cities and counties that have not met some or all of their Regional Housing Needs Allocation (“RHNA”). Arcadia has not met its housing allocation and is therefore required to implement this process to be compliant with SB 35 and SB 330. Approximately 97% of all jurisdictions across California have not met some or all of their RHNA and are therefore subject to the provisions of SB 330 and SB 35.

In preparation for these changes, the City applied for funding through the Department of Housing and Community Development's ("HCD") Senate Bill 2 ("SB 2") Planning Grants program. The State set aside approximately \$123 million to provide funding and technical assistance to the cities and counties as they prepare, adopt, and implement programs that assist in the creation of new housing. The City was awarded \$155,400 to have a consultant assist with the creation of new Objective Design Standards for Multi-Family and Mixed-Use developments and update to the City's Density Bonus Ordinance. Along with this effort, the Text Amendment also includes minor changes to the existing ADU Ordinance. The City contracted with RRM Design Group in 2021 to assist with this effort. RRM Design Group previously assisted the City in updating all design guidelines in 2019.

DISCUSSION

The proposed Text Amendment consists of the following changes: 1) New Objective Design Standards for Multi-Family and Mixed-Use Development to meet the requirement to streamlining housing projects under Senate Bills 35 and 330; 2) Update to the Density Bonus Ordinance to ensure compliance with recent changes to State law; and 3) Minor changes to the Accessory Dwelling Unit ("ADU") Ordinance.

1. New Objective Design Standards for Multi-Family and Mixed-Use Development

The City has developed new Objective Design Standards to provide clear expectations of the types of design, massing, and issues the City would like to avoid, such as elongated, blank wall facades. The Objective Design Standards build off the existing design guidelines that were updated in 2019, and will also provide clear language for developments to follow. This will improve compatibility between new and existing housing because Objective Design Standards allow for more predictable development outcomes. Two different sets of design standards have been created for different types of housing (e.g., multi-family and mixed-use residences) – refer to Attachment No. 1, Exhibit "A".

The new Objective Design Standards will clearly communicate the City's expectations to Applicants, and if an eligible project complies with the standards (as well as all applicable zoning regulations), approval could be through a staff-level administrative process with no public hearing review if there are no entitlements associated with it such as a Subdivision, Zone Change, General Plan Amendment, Planned Development, and/or Specific Plan.

The new Objective Design Standards were also written to capture and regulate the most significant and impactful design features of multi-family residential buildings. For example, façade articulation is an important architectural design element which provides visual interest and reduces massing. The Objective Design Standards have provisions included to require façade articulation. Similarly, large cantilevers are typically not supported as they create top-heavy design. Therefore, an example to help mitigate this issue is to restrict all cantilevers to a maximum depth of four (4) feet.

Below are some examples of what changed from a design guideline to an Objective Design Standard:

Design Guideline	Objective Design Standard
Large expanses of flat building walls should be avoided by providing sufficient building articulation. Vertical and horizontal wall articulation, including architectural indentations and/or projections, should be consistent with the chosen architectural style and be integrated into the overall building design to provide opportunity for shade, shadow, and visual relief.	All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls shall include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
Parapets should not appear “tacked on” and should convey a sense of permanence. If the interior side of a parapet is visible from the pedestrian and/or motorist vantage point, it should be designed to be similar to the exposed façade.	a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment. b. Parapet material shall match the immediately adjacent building façade.
Garage doors facing the street are highly discouraged.	Garage doors shall be oriented to face away from the primary street.
Rooftop equipment should be concealed from view and/or integrated within the architecture of the building.	Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.

To provide some flexibility, because not all projects can meet these standards depending on the architectural style or layout, the text amendment includes a new process to waive up to three (3) Objective Design Standards, subject to approval by the Planning & Community Development Administrator, or designee. The purpose of this waiver process is to ensure a project does not include any unwanted design features which are not appropriate for the neighborhood, and to allow for some nuance while working within the limitations created by only applying objective standards.

These new Objective Design Standards will be used to review applications for multi-family and mixed-use development that qualify for expedited processing under SB 35 and SB 330 only. For all other projects, the existing Design Guidelines and processes will remain in effect with no change.

2. Density Bonus Update

Density bonus is a state mandate originally enacted in 1979 to provide housing developers with tools to encourage the development of much needed affordable and senior housing. The Density Bonus Law is updated regularly, and the existing Density Bonus Ordinance has been updated to comply with all the legislative changes since the last comprehensive Code update in 2016. Some of these changes include increasing the term of the affordability requirement from 30 to 55 years, adding a chart that shows the state’s sliding scale of what bonus is allowed based upon the percentage of affordable units provided at each income level, adding a table that lists the number of incentives/concessions from the zoning rules that are allowed, and allowances for a reduction to parking and lower parking ratios if a project is located within ½ mile of a major transit stop.

A density bonus is determined by taking the maximum allowable density for the site and deed restricting a certain percentage of those units for affordable housing. In accordance with the State Density Bonus Law, a density bonus will be applied based on the percentage of affordable units provided. For example, a project that is proposed in a zone that allows 100 residential units and provides 17% of those as Low-Income units will receive a 30.5% density bonus and two (2) concessions. This means the project could have a total of 130 residential units, 17 of which will be restricted for low-income families.

Table 1 identifies the recent changes to the State Density Bonus Law. The table shows the percentage of affordable units required for a project to be granted a certain density bonus and a certain number of concessions/incentives. Table 2 identifies changes to parking requirements for density bonus projects. The new changes are shown in red and the strike-through language shows the language that is proposed to be deleted and what the requirements used to be in both of the tables below.

Table 1

Summary of Increased Requirements for Density Bonus and Concessions/Incentives			
Household income category	Percentage of Affordable Units in Project	Density Bonus	Minimum Number of Concessions or Incentives
Very Low Income	5%	20%	1
Very Low Income	10%	32.5%	2
Very Low Income	15%+	35% 50%	3
Very Low Income	80 – 100%^	80%	4
Low Income	10%	20%	1
Low Income	20%+ 17%	30.5%	2
Low Income	20%	35%	2
Low Income	30% 24%+	35% 50%	3
Low Income	80 – 100%^	80%	4

Moderate Income*	10%	5%	1
Moderate Income*	20%	15%	2
Moderate Income*	30%	25%	3
Moderate Income*	40%	35%	3
Moderate Income*	44%+	50%	3
^ Up to 20% of units may be allocated for Moderate Income households			
*For-sale units only			

Table 2

Maximum Off-street Parking Requirements	
Threshold	Maximum Parking Requirement
0 – 1 bedroom	1
2 – 3 bedrooms	2 1.5
4 or more bedrooms	2.5
Rental projects with at least 11% very low-income OR 20% low income AND within 1/2 mile of a major transit stop	0.5 per bedroom unit
Rental projects 100% affordable to low-income households AND within 1/2 mile of major transit stop	0.5 0 per unit
Rental project for individuals 62+ AND with paratransit service OR bus routes within 1/2 mile of major transit stop	0.5 0 per unit
Rental project for special needs housing 100% affordable to low-income households AND with paratransit service OR within 1/2 mile of a bus route operating at least 8 times per day	0
Rental project for supportive housing 100% affordable to low-income households	0
Moderate-income for-sale project with at least 40% affordable units AND within 1/2 mile of major transit stop	0.5 per bedroom

Affordable housing is provided based on several income levels or categories. Income levels are established as a percentage of the Area Median Income (AMI) and are as follows:

- Very Low Income – 50% of AMI
- Low Income – 80% AMI
- Moderate Income – 120% AMI
- Above Moderate Income - > 120% AMI

For the year 2022, the Los Angeles County AMI is:

- \$63,750 for a one-person household.
- \$72,900 for a two-person household.
- \$82,000 for a three-person household.
- \$91,100 for a four-person household.

For all the changes to the Density Bonus Ordinance, refer to Attachment No. 1, Exhibit B.

3. Minor Changes to the Accessory Dwelling Units

Over the past decade, the State has implemented multiple changes to the Government Code regarding the development of Accessory Dwelling Units (ADUs). The current ADU law includes several provisions that limit a local jurisdiction's ability to regulate many aspects of ADUs. The City has updated its Ordinance over time to reflect changes made to ADU regulations, while still retaining as much local control as possible. The most recent ADU Ordinance update was completed in 2020. In the subsequent two years, several provisions of the ADU Ordinance have been identified which require minor clean-up of language that was inadvertently excluded from the last update, and minor amendments to the process. These changes are not substantive in nature but aim to clarify text or remove unnecessary provisions.

The minor update will include the following changes to the ADU Ordinance:

- **Remove the covenant process for ADUs** – This process is no longer necessary since the Development Code and the law does not allow the property owner to convey the ADU to a separate owner. Previously, the covenant was the only mechanism to ensure that the unit would not be sold off separately, but the ADU law has since changed and the existing regulation in place prevents that from happening.
- **Impact fees for ADUs 750 square feet or greater** – The State has changed the law to now require impact fees for any new ADU that is 750 square feet or greater. It was previously 800 square feet.

FINDINGS

Pursuant to Section 9108.03.060, an amendment to the Development Code may be approved only if all of the following findings are made:

- 1. The proposed Development Code amendment is consistent with the goals, policies, and objectives [of] the General Plan; and any applicable specific plan(s).**

Facts to Support the Finding: The proposed Text Amendment is consistent with the Housing Element Update that identifies goals, policies, and implementation programs addressing housing opportunities, the removal of governmental constraints, improving the condition of existing housing, and providing equal housing opportunities for all Arcadia residents. These goals, policies, and program actions are consistent with all other Elements of the General Plan in that they further the City’s overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that contribute to economically and socially diverse housing opportunities that preserve and enhance Arcadia’s character.

2. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

Facts to Support the Finding: The proposed Text Amendment would make the Development Code consistent with State law by halting certain local restrictions on housing development and expediting the permitting process for multi-family housing to address the State housing shortage. The proposed Objective Design Standards will not change the development standards for multi-family and mixed-use zones. The update to the Density Bonus Ordinance and minor changes to the Accessory Dwelling Units (ADU) Ordinance will bring both ordinances into compliance with recent changes in State law. The Housing Element Update identifies goals and policies addressing housing opportunities, removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents through the Development Code. Therefore, the proposed Text Amendment is consistent with other applicable provisions of this Development Code.

ENVIRONMENTAL ANALYSIS

The proposed Arcadia Mixed-Use Objective Development Standards and Multi-family Objective Development Standards, Density Bonus Ordinance update, and minor changes to the ADU Ordinance are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that they would not have a significant effect on the environment and, thus, are not subject to CEQA review. See Attachment No. 4 for the Preliminary Environmental Assessment.

PUBLIC COMMENTS/NOTICE

Pursuant to Section 9108.13.020.B.2 of the Development Code, if the number of property owners to whom notice would be mailed is more than 1,000, a notice may be published in a general circulation news publication. Accordingly, a public hearing notice for Text Amendment No. TA 22-02 was published in the Arcadia Weekly on July 28, 2022, and August 4, 2022. As of August 11, 2022, no comments were received in response to the notices.

As part of the public outreach effort, the proposed changes were published on the City's website and made available to the public on June 9, 2022. The proposed changes were also advertised on social media, including Twitter and WeChat, and Architects/Designers who expressed interest in this effort were notified for their input. During the public review period, prior to the Planning Commission public hearing on July 26, 2022, staff received comments from two designers, mostly seeking clarification on process and also providing comments.

PLANNING COMMISSION HEARING

The Planning Commission held a public hearing on this matter on July 26, 2022. There were no public comments. The Planning Commission discussed the proposed text amendments and found the objective design standards were detailed enough to ensure the City will continue to maintain the design integrity the City is known for and that the changes will bring the Development Code into compliance with State law - refer to Attachment No. 3 for the Draft Planning Commission Minutes. The Planning Commission voted unanimously to adopt Resolution No. 2101 recommending that the City Council approve the text amendments. See Attachment No. 2 for Resolution No. 2101.

FISCAL IMPACT

Impact fees will be charged for new development in accordance with existing City requirements, but because this project does not directly result in specific development, the financial impacts to the City, if any, are unknown at this time.

RECOMMENDATION

It is recommended that the City Council Introduce Ordinance No. 2390 related to Text Amendment No. 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act.

Approved:



Dominic Lazzaretto
City Manager

Ordinance No. 2390 – TA 22-02

August 16, 2022

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- Attachment No. 1: Ordinance No. 2390
 - Exhibit “A” – Multi-family and Mixed-Use Objective Design Standards
 - Exhibit “B” –Density Bonus Ordinance
 - Exhibit “C” – Accessory Dwelling Unit Ordinance
- Attachment No. 2: Planning Commission Resolution No. 2101
- Attachment No. 3: Draft Planning Commission Minutes, dated July 26, 2022
- Attachment No. 4: Preliminary Exemption Assessment



STAFF REPORT

Office of the City Manager

DATE: September 6, 2022
TO: Honorable Mayor and City Council
FROM: Dominic Lazzaretto, City Manager
By: Mary Buttice, Executive Assistant

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH TROVAO AND ASSOCIATES, INC. DBA THE CHRISTMAS LIGHT GUY COMPANY TO PROVIDE HOLIDAY DECORATIONS FOR THE 2022 HOLIDAY SEASON IN THE AMOUNT OF \$45,000
Recommendation: Approve

SUMMARY

For the past 14 years, the City has contracted with a vendor to install holiday decorations in Downtown Arcadia. Decorations have historically been placed on Huntington Drive between Santa Clara Street and Fifth Avenue, and more recently 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 2022 holiday season.

BACKGROUND

The City has contracted with The Christmas Light Guy Company for the past 10 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 for this project due to their previous track record of success, customizing decorations to fit with the City's electrical capacity, including proposed decoration and lighting of 16 trees on First Avenue, as well as fully decorating the main tree at the Arcadia Transit Plaza, where the annual Christmas Tree Lighting event usually takes place.

DISCUSSION

A Request for Proposals ("RFP") was released by the City on July 8, 2022. Five vendors were contacted and asked to provide their professional knowledge and creative design options available within the budgeted amount of \$45,000 for FY 2022-23. Proposals were

due on August 17, 2022. The City received one response, with one vendor submitting a proposal.

Firm	Bid Amount
The Christmas Light Guy Co.	\$45,000
Dekra-Lite	No bid
St. Nick's	No bid
Exterior Products	No bid
Display Sales	No bid

After reviewing the proposal received, it is recommended that Trovao and Associates, Inc. DBA The Christmas Light Guy Company be selected due to their complete and responsive proposal, extensive experience, creativity, past excellent customer service, and quality of the program they developed for the City of Arcadia in previous years. Their proposal includes decoration of over 20 City trees, including the large 40-foot tree at the Transit Plaza that is designated as the Christmas tree for the annual Christmas Tree Lighting event.

The proposal, Option A w/LED Bow Monument decorations, by Trovao and Associates, Inc. DBC Christmas Tree Light Guy Company is inclusive of installation of holiday decorations as follows:

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 120 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.
- Decorations for three monuments at Huntington Drive and Fifth Avenue, and Huntington Drive and Santa Clara Street to include 3 oversized 8'. LED Lit Red 3D Glitter Bows with 4' tails on top of each monument. See Figure 3a attached.
- One 40' triple wreath skyline illuminated banner 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 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. See Figure 1 attached.

- Trunks and branches of 12 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. 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 garland will be fully decorated with ball ornaments in candy cane color scheme. See Figure 4 attached.
- Trunks and branches of 3 trees located in plaza wrapped with LED warm white mini lights.
- 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 completely decorated in traditional Christmas decorations to include cluster meteor lights, LED mini white warm lights, bows, and 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 passing by. See Figure 7 attached.

The visual impact of the design will be effective during the day and night. The bright red bow decorations and pre-lit garland pole decoration wraps create a traditional holiday theme on Huntington Drive and First Avenue are universal in appeal and will create a fresh new festive look for the community to enjoy. The Transit Plaza and Christmas tree will be decorated with traditionally themed decorations that will fit in with the surrounding historic Downtown District. All lights and displays will be LED. The timeframe for installation is during the period of November 26, 2022 – November 30, 2022, and decorations will be removed shortly after January 1, 2023. The Christmas Light Guy Company will inspect and maintain decorations on a weekly basis and respond to any service call within 24 hours and/or the same day. 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. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Funds in the amount of \$45,000 for Fiscal Year 2022-23 have been budgeted in the Development Services Department budget for the holiday decorations in the downtown area and at the Transit Plaza.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Trovao and Associates, Inc. DBA The Christmas Light Guy Company to provide holiday decorations for the 2022 Holiday Season in the amount of \$45,000.

Attachments: Proposed Professional Services Agreement
The Christmas Light Guy Company Proposal

**PROFESSIONAL SERVICES AGREEMENT
REGARDING DOWNTOWN HOLIDAY DECORATIONS
FOR THE 2022 HOLIDAY SEASON**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of September, 2022, by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91007 ("City") and Trovao & Associates Inc. DBA The Christmas Light Guy Co. with its principal place of business at 7542 Santa Rita Circle, Stanton, CA 90680 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing holiday decoration installation, maintenance, and removal services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Downtown Holiday Decorations program ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional installation of holiday decorations necessary for the Downtown Holiday Decorations Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 26, 2022 through January 7, 2023 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the prior written approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon prior written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement is: Mary Buttice, Executive Assistant, City Manager's Office.

3.2.5 City's Representative. The City hereby designates Dominic Lazzaretto, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Frank Trovao, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs

arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, and employees free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Immigration Reform and Control Act. Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its directors, officials, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that 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 provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section; provided, however, that in lieu thereof, the Consultant may provide evidence to the City that all subcontractors are additional insureds under the Consultant's policies of insurance.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees, subcontractors and volunteers. Consultant shall also name and obtain insurer's consent to naming City, its directors, officials, officers, and employees as an additional insured with proof of certificate of insurance that they are an additional insured. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be when commercially available (occurrence based) at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage for premises and operations, contractual liability, personal injury, bodily injury, independent contractors, broadform property damage, explosion, collapse, and underground, products and completed operations; (2) *Automobile Liability*: Insurance Services Office Business Auto coverage for any auto owned, leased, hired, and borrowed

by Consultant or for which Consultant is responsible; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

The City, its directors, officials, officers, and employees shall be listed as additional insured. Any deductibles or self-insured retentions must be declared to and approved by City and conform to the requirements provided in Section 3.2.10.6 herein.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with an aggregate limit of \$1,000,000. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, and employees shall be covered as additional insured with respect to liability arising out of Services operations and for completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, and employees shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage

shall be primary insurance as respects the City, its directors, officials, officers, and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, and employees shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, and employees for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested of cancellation, of intended non-renewal or endorsement reduction in limit or scope of coverage; provided, however, that in the event of cancellation due solely to non-payment of premium, ten (10) days notice of cancellation for non-payment of premium may instead be given to the City.; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, and employees.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, and employees.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, and employees; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted or approved to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with complete and accurate copies of current certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. Copies of all certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10.10 Material Breach. Lack of insurance does not negate Consultant's obligations under this Agreement. Maintenance of proper insurance coverage is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of the Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including reimbursements which receive the City's prior written authorization, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Nine Thousand, Seven Hundred Dollars (\$39,700) for the 2021 holiday season, without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless prior written authorization is obtained from the City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution

of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. A termination without cause by City shall not act as or be deemed a waiver of any potential known or unknown City claims associated with Consultant's performance prior to the date of termination.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

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

City: City of Arcadia
240 West Huntington drive
Arcadia, CA 91007
Attn: Dominic Lazzaretto, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. Except as otherwise required by

California law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any

publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall defend with Legal Counsel of City's choosing, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, and employees. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, and employees, in any such suit, action or other legal proceeding arising from Consultant's performance of the Services, the Project or this Agreement; except to the extent that liability is caused by the active negligence or willful misconduct by the City or its directors, officials, officers, and employees. Consultant shall reimburse City and its directors, officials, officers, and employees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, and employees, and shall take effect immediately upon execution of this Agreement.

3.5.5.2 The duty to defend and to hold harmless, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the City, its respective officials, officers, agents, employees and representatives, notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, and employees except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver,

benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 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 member, 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.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

In witness whereof the Parties have executed this Professional Services Agreement on the date set forth below.

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: _____

City Clerk

By _____
Signature

APPROVED AS TO FORM:

Print Name and Title

Stephen P. Deitsch
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 Transit Plaza, and on First Avenue between Santa Clara Street and California Street.

DRAFT

Exhibit "B"
SCHEDULE OF SERVICES

Decorations shall be installed between November 26 and December 1, 2022.

Decorations shall be removed between January 2 and January 7, 2023.

DRAFT

Exhibit "C"
COMPENSATION

For Fiscal Year 2022 - 2023 the Project Cost is \$45,000.00, based on the Holiday Light Display Project Cost Proposal dated August 17, 2022.

DRAFT



RFP: 2022 HOLIDAY DECORATIONS



August 9, 2022

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 2022. 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 2012-2021. 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 24 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 2022, we are proposing fun and modern, but still traditional décor elements for the monuments that will give the downtown area an exciting change and bring even more Holiday Cheer! We 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 additional large 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 Option A (with New LED Bow décor for monuments) and Option B for the current 2022 season.

Sincerely,

Frank Trovao
President



RFP: 2022 HOLIDAY DECORATIONS



HISTORY/CREDENTIALS/EXPERIENCE

The Christmas Light Guy Company has been in the Holiday Décor and Lighting industry for over 24 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.



RFP: 2022 HOLIDAY DECORATIONS



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 – 20+ 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.

Joe McClintock

- Operations Manager – 30+ years of experience. We were very excited to welcome Mr. McClintock to the company in 2022, as he brings over 5 years of experience in the industry, and over 30 years of experience in supervision, safety training, 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. McClintock has already exceeded expectations in his role; delivering on time projects, with safety, attention to detail, and customer satisfaction of paramount importance. Mr. McClintock reports directly to Mr. Trovao and his main duties include, but are not limited to leading installation crews, operations/project management, hiring and training staff, 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: 2022 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 8 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 (10 years)

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

Client Reference: Marissa Minor; Economic Development Analyst

Phone: (818) 238-5170

Email: mminor@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 2 years and to be installed again in 2022.

- 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: 2022 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 (2 years)

La Cañada Flintridge Chamber of Commerce, La Cañada Flintridge, CA

Client Reference: Carl Alameda; Director of Administrative Services

Phone: (818) 790-4289

Email: calameda@lcf.ca.gov

Holiday Tree Lighting for City streets and Memorial Park

We procure and supply all lights, extension cords, materials, connections, connection tape, skilled-labor, equipment, and fast response maintenance for the installation and removal of LED lights for 105 City Center Median trees, 4 Chinese elm trees and 2 mature liquid amber trees located at southeast corner of Memorial Park.

- Wrap 105 City center median trees with LED mini lights
- Provide 24-hr/same day fast response maintenance of all trees

Total Staff: 1 Supervisor; 10 Installation Technicians

Number of Years: 2018-Present (4 years)

City of Garden Grove, Garden Grove, CA

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

Phone: (714) 741-5290

Email: jenng@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.



RFP: 2022 HOLIDAY DECORATIONS



- 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 (3 years)

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 (10 Years)

Citadel Outlets, Los Angeles, CA
 Client Reference: Samara De La O; Senior Director of Marketing
 Phone: (323) 887-6877
 Email: SDeLaO@CitadelOutlets.com

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



RFP: 2022 HOLIDAY DECORATIONS



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.

Total Staff: 2 Supervisors; 15 Installation Technicians
Number of Years: 2019-Present (3 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.



RFP: 2022 HOLIDAY DECORATIONS



Total Staff: 2 Supervisors; 10 Installation Technicians
Number of Years: 2019-Present (3 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.
- 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 (6 years)

Downey Promenade, Downey, CA

Client Reference: Mark Senstad; General Manager
Phone: (562) 368-4814
Email: Msenstad@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



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- 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 (7 years)

Laguna Woods Village, Laguna Woods, CA

Client Reference: Brian Gruner; Recreation and Special Events Director

Phone: (949) 597-4270

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 (4 years)



RFP: 2022 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 adding a NEW Large LED Lit Red 3D Glitter Bow Display on top of the Santa Clara Monument and Huntington Drive monuments. These new 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 2022, we propose continuing with traditional holiday décor for the Transit Plaza Pine Tree, but introducing warm white C9 lights and warm white mini lights draped around the tree, bows and 30% more beautiful round 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 with (4) 4' bow tails, 2 bow tails on front and back. (1) 3D bow to be placed on each monument. (See Figure 2a) -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. Illuminated Snowflakes placed on Monument sides. (See Figure 2b). 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 with (4) 4' bow tails, 2 bow tails on front and back of the monument. (See Figure 3a) -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 3b). Installation equipment required: Ladders.
- 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.



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First Avenue between Huntington Drive and Santa Clara Street

- 14" (wide) x 20' (long) Pre-lit garland with LED C6 warm white lights installed on (10) 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 4 Trees located on First Street wrapped with LED mini lights. Installation equipment required: Ladders.
 - Tree Location: Same as last year.

First Avenue between Huntington Drive and California Street

- 14" (wide) x 20' (long) Pre-lit garland with LED C6 warm white lights installed on (27) 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 (12) Trees located on First Street wrapped with LED mini lights. Installation equipment required: Ladders.
 - Tree Location: 2 trees located on First Avenue at Alley b/w Huntington and Alta, 4 trees located on each corner of Alta and First Avenue intersection, 4 trees located on each corner of Bonita and First Avenue intersection, 2 trees located on north corners of California and First Avenue intersection.

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.



RFP: 2022 HOLIDAY DECORATIONS



- 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 30% more Ornaments than previous years. Warm White LED C9 lights and LED mini lights draped around the Tree. 12", 15", 24" Red Structured Bows with Gold Trim. 8" and 12" Large Round Mixed Matte and Shiny Ornaments – Red, Gold, Silver. Increased ornament quantity by 30% to add more color and décor. 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.

Figures 2022

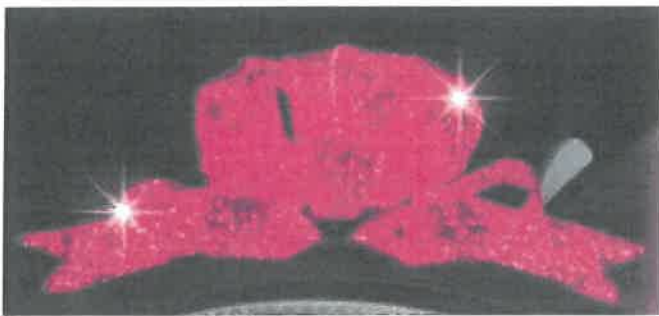
Pre-Lit Garland w/Bows on Decorative Light Poles



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

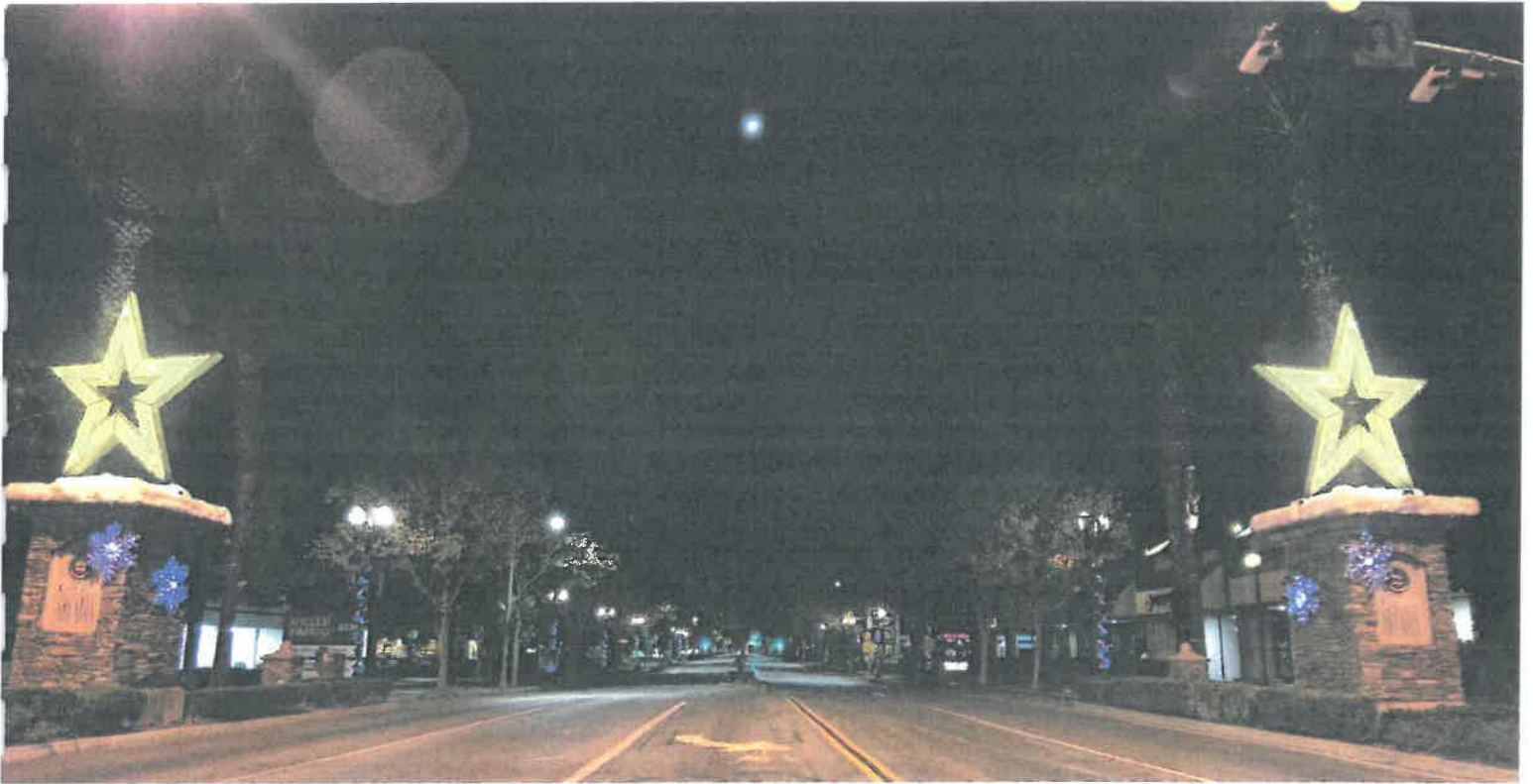
2 Monuments at 5th Ave./Huntington Dr.



6 FT Large LED Lit Red 3D Glitter Bow with 4 FT Bow Tails on top of each monument

- 2 Bow Tails on opposite sides of the monument, 2 per side. Back will mirror the front.

2 Monuments at 5th Ave./Huntington Dr.



8 FT 3D Illuminated Metal Star Display on top of each monument

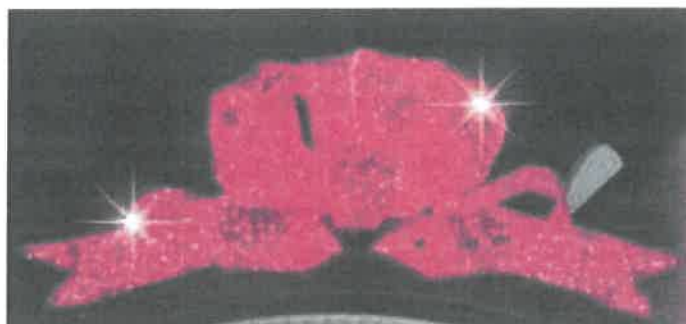
- Placed on top of custom snow-covered platform on top of each monument
- Illuminated Snowflakes on side of monuments

1 Monument at Santa Clara Street/Huntington Dr.



8 FT Large LED Lit Red 3D Glitter Bow with 4 FT Tails on top of each monument

- 2 Bow Tails on opposite sides of the monument, 2 per side. Back will mirror the front.



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).

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

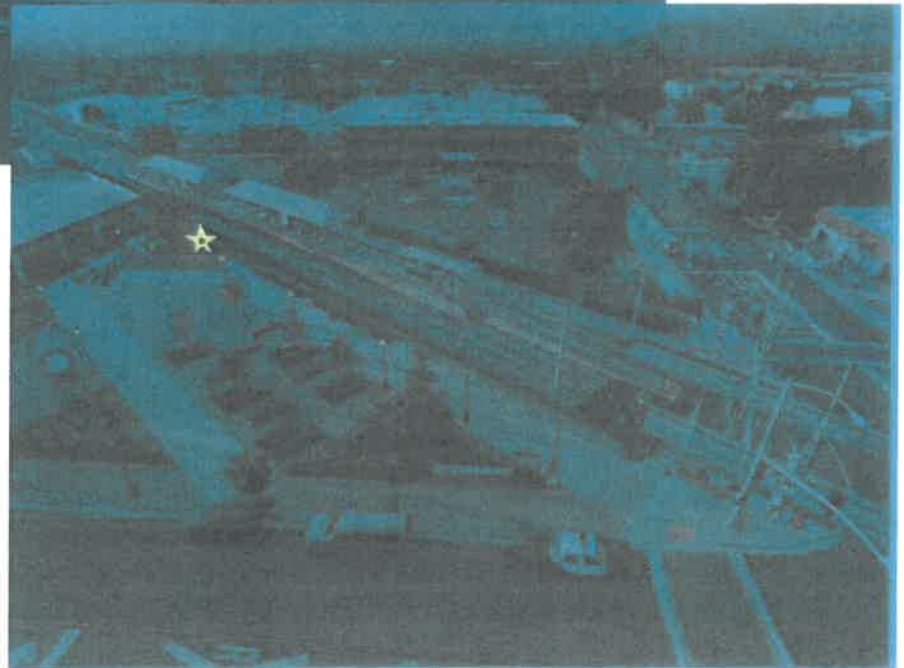
Transit Plaza Tree – Fully Decorated w/LED C9 and Mini Lights – and MORE ornaments



Main Large Tree located in Transit Plaza decorated to bring Traditional Christmas Cheer with beautiful Cluster Meteor Lights, LED Mini Lights, Bows, and Ornaments.

- Warm White LED C9 Lights and Mini Lights draped around the Tree.
- 12", 15", 24" Red Structured Bows with Gold Trim
- 8" and 12" Large Round Mixed Matte and Shiny Ornaments – Red, Gold, Silver – **additional 30% MORE than previous years**
- 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: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Chantelle Ramos, Administrative Assistant

SUBJECT: RENEWAL OF THE SOFTWARE SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE ENERGOV PROGRAM FOR ASSET MANAGEMENT, PERMIT TRACKING, AND COMMUNITY DEVELOPMENT SOFTWARE FOR THREE YEARS IN THE AMOUNT OF \$170,782.20 FOR 2022-23 AND INCLUDING A 5% ANNUAL ESCALATOR
Recommendation: Approve

SUMMARY

The Public Works Services and Development Services Departments currently utilize EnerGov, a proprietary asset management, permit tracking, and community development software system developed and solely supported by Tyler Technologies (“Tyler”). Both Departments have utilized EnerGov since 2015, and the software has increased efficiency in many areas and enhanced customer service. The current service agreement, signed in 2019, is now up for renewal.

It is recommended that the City Council approve the renewal of the Software Service Agreement with Tyler Technologies for the EnerGov program for three years in the amount of \$170,782.20 for 2022-23, including a 5% annual escalator.

BACKGROUND

In 2015, the City Council approved the purchase of Tyler Technologies’ EnerGov, an asset management, permit tracking, and community development software system. EnerGov provides the following functions and tracking systems for the Development Services and Public Works Services Departments under one solution:

- Building permitting, review, and inspection;
- Planning application submittal and review;
- Code Enforcement case tracking and management;
- Public Works permitting and inspection;
- Engineering permitting and review;
- Asset management for the City’s fleet, equipment, parks, street trees, traffic signals, street lights, and warehouse inventory;

- A user-defined work order and service request management system;
- Field-based inspection management and citation issuance; and
- Capability to allow electronic building permit submittals, public access to permit management, and process online payments.

Additionally, EnerGov integrates with the City's existing Geographic Information System ("GIS") to centrally connect processes, streamline workflow, improve communication, and increase productivity from desk to field. EnerGov is highly specialized, with the City's workflows configured into the software for consistent management of all applications. The use of EnerGov has greatly modernized and streamlined the City's systems and allowed the two Departments to eliminate outdated software programs and processes that were previously serving these purposes.

In 2019, the City Council approved a Software Service Agreement with Tyler to move to a cloud-based hosted environment, for an initial term of three years with an annual renewal period thereafter. The move to a cloud-based environment alleviated issues with on-site storage of data and program and software maintenance and provided additional support services that were critical to ensuring there would be no gaps in service provision. Additionally, the move to the cloud minimized the burden placed on the City's Information Technology (IT) staff for required or unexpected server maintenance, so that their focus can be placed on other IT projects.

DISCUSSION

The City will continue to receive all previous support and maintenance benefits under the original services agreement as the annual fee will continue to pay for ongoing product development, licensing, and regular Tyler support services. In addition, the following additional services are also included:

- Disaster Recovery Services: A copy of the City's data will be uploaded each day to one of Tyler's data centers and will be accessible to the City whenever needed. Should the City experience internal equipment failure or a natural disaster, Tyler will assist the City in restoring essential business practices within 24 hours.
- EnerGov Assist: This software administration service will provide the City with staff that will configure the City's existing software as requested without requiring additional purchase of hardware or software. Additionally, Tyler will provide training on best practices to ensure users get the most of the EnerGov product, which will reduce costs in the event the City needs to outsource tasks.
- EnerGov Client Services Account Management ("CSAM"): This strategic planning service will provide the City with upgrades and testing for new software releases, maturity analysis, and a proactive approach for continuous improvement. Tyler staff will regularly update the City on new software availability, demonstrate new

functionality, and provide a plan that outlines an upgrade and testing schedule for the City's EnerGov system.

Since 2019, the City has added tablets for Building Inspectors and Code Services Officers to use in the field to connect to EnerGov and automatically record inspections and/or violations, and take photographs. Additional projects that are upcoming through EnerGov include electronic building permit submittals and general cashiering to allow online payments through EnerGov. Each of these improvements will increase efficiencies for the Departments and will enhance customer service.

EnerGov is a proprietary system and is a recognized leader in the field of permit tracking and asset management. As such, it is recommended that the City Council approve the renewal of the Software Services Agreement for another three-year period.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The current Tyler Software Services Agreement terminated on August 31, 2022. However, project managers from both Departments were in discussions with Tyler Management about aspects of the Agreement and Tyler agreed to extend the contract into September. For the 2022-23 year (September 2022 to August 2023), the cost of the Software Services Contract will be \$170,782.20. For the 2023-24 year (September 2023 to August 2024), the cost of the Software Services Contract will be approximately \$179,321.31. For the last year of the contract 2024-25 (September 2024 to August 2025), the approximate cost of the Software Services Contract will be \$188,287.37. Tyler builds in a 5% escalator into each annual contract and this figure is 5% greater than the current services cost. This annual increase is warranted due to technology changes, new services, and upgrades that occur each year.

The costs for Tyler's services are budgeted each year in the Public Works Services and Development Services Department budgets. Since the Agreement with Tyler does not run on a Fiscal Year Schedule, the funds for 2022-23 have been budgeted already in their respective General Fund budgets for this year. Funds for successive years will be included in their respective budgets for City Council review and approval as part of the overall budget process.

It is recommended that the City Council approve the renewal of the Software Service Agreement with Tyler Technologies for the EnerGov program for three years in the amount of \$170,782.20 for 2022-23, including a 5% annual escalator.

RECOMMENDATION

It is recommended that the City Council approve the renewal of the Software Service Agreement with Tyler Technologies for the EnerGov Program for asset management, permit tracking, and community development software for three years in the amount of \$170,782.20 for 2022-23 and including a 5% annual escalator.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Tyler Technologies Software Service Agreement



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Arcadia, CA.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final

judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b)

Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page

hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Schedule 1: Product Sheets
Invoicing and Payment Policy
Exhibit C Schedule 1: Business Travel Policy
Service Level Agreement
Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 
Janet Joiner (Aug 22, 2019)

Name: Janet Joiner

Title: Vice President, Finance, LGD

Date: August 22, 2019

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Arcadia

By: 

Name: Dominic Lazzaretto

Title: City Manager

Date: August 21, 2019

Address for Notices:

City of Arcadia
240 W Huntington Drive
Arcadia, CA 91007
Attention: Jason Kruckeberg
Assistant City Manager/
Development Services
Director

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney
City of Arcadia



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Andrew Meyer
 Date: 6/27/2019
 Quote Expiration: 10/20/2019
 Quote Name: City of Arcadia-LGD-EG-SaaS Migration
 Quote Number: 2019-72374-5
 Quote Description: SaaS Migration Platinum Level - Current Replacement (YEAR)

Sales Quotation For

City of Arcadia
 240 W Huntington Dr
 Arcadia, CA 91007-3401
 Phone +1 (626) 574-5400

EnerGov SaaS - Platinum

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
Asset Maintenance	\$249.00	20	\$59,760.00
EnerGov Business Management Suite	\$249.00	10	\$29,880.00
EnerGov Community Development Suite	\$249.00	20	\$59,760.00
EnerGov View Only Licenses (All Suites)	\$29.00	3	\$1,044.00
Extensions:			
EnerGov My GovPay	\$0.00	1	\$0.00
EnerGov Report Toolkit	\$0.00	1	\$0.00
EnerGov Standard Technical Support	\$0.00	1	\$0.00
EnerGov VirtualPay	\$0.00	1	\$0.00
	Sub-Total:		\$150,444.00
	Less Discount:		\$54,324.00
	TOTAL:		\$96,120.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$96,120.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$96,120.00
Year One Contract Total	\$96,120.00	
Contract Total	\$96,120.00	

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

Evergreen credit of **\$54k** annually (in exchange for original EnerGov software licenses of **\$162K**). The **\$54k** credit will be applied annually for **3 years** (over the **3 year** SaaS agreement). After **3 years**, the new annual fee will increase **\$54k**.

The annual subscription summary total is Tyler-EnerGov's new annual fee going forward and yr1 will be due at term initiation (EnerGov SaaS includes all EnerGov application access, hosting, operational infrastructure, software maintenance and future releases and managed services/managed upgrades)

Current annual software maintenance will be credited based on signing date (amount will be calculated once signed). Investment summary remains unchanged since expressed over 3 years (full amount).

If signed in August '19, credit will equal \$(27,983) for 9/1/19 - 3/31/20 maintenance period.
 If signed in September '19, credit will equal \$(23,986) for 10/1/19 - 3/31/20 maintenance period.

The platinum named user pricing also includes EnerGov Assist Basic (20k/yr.) plus 5% CSAM (12k/yr.). Both programs will provide enhanced support, planning and configuration assistance. Product sheets of both programs as exhibits in the amendment.



Exhibit A
Schedule 1
Product Sheets



energov™

a tyler planning, regulatory & maintenance solution



Tyler's EnerGov Assist

Tyler's EnerGov™ Assist is the next level of software administration services. With EnerGov Assist, users can choose the level of assistance they want to receive, and Tyler's knowledgeable staff will optimize existing software and provide training on best practices to ensure users get the most out of their EnerGov product.

Multiple Service Options

EnerGov Assist comes in three packages: Basic, Complete and Advanced. Each package offers a different level of service to fit the needs of any site.

Basic

The Basic package is designed for municipalities that need help with basic software administration and configuration. Configuration requests go through a standard queue and receive responses from Tyler's configuration specialists. The Basic package does not cover GIS or DBA administration.

Complete

With the Complete package solution, municipalities get a complete software administration package. Configuration requests are managed by a dedicated EnerGov representative instead of the standard queueing system used in the Basic package. The Complete package covers GIS and DBA administration.

In addition, the Complete package offers:

- Best practice reviews every 18 months
- Advisory consultations every 18 months
- Access to Tyler's virtual software training program, with multiple live instructor-led classes per month
- One pass to Tyler Connect, Tyler's annual user conference

Advanced

The Advanced package includes everything from the Complete package, but is designed for municipalities that require a more complex level of configuration. In addition to enhanced reviews and more individualized care, the Advanced package also offers upgrade testing against the client site's databases to ensure smooth rollouts.

If your municipality could use a more comprehensive and personalized software administration experience, look no further than EnerGov Assist.

Contact us today for more information:

888.355.1093 | EnerGovAssist@tylertech.com | www.tylertech.com

Why EnerGov Assist?

Software administration requires a wide range of varying skill sets, many of which your in-house staff may not possess. Fortunately, EnerGov Assist provides you with the services and skills you need to make your software run smoothly and efficiently.

This subscription-based service gives you full access to our complete team without requiring additional purchase of hardware or software, and you'll enjoy significantly lower costs than if you were to outsource tasks to a third party or hire additional resources.

Our years of experience and close relationships with our clients make EnerGov Assist the most comprehensive software administration service available.

For more information, visit
www.tylertech.com
or email info@tylertech.com



EnerGov Client Services Account Management

EnerGov™ Client Services Account Management (CSAM) is the next level of strategic planning services available for EnerGov clients. With CSAM, you gain additional insight into your support tickets, an upgrade and testing plan for new releases, maturity analysis, and a proactive approach to continuous improvement from Tyler staff. You'll have easy and early access to the data you need to successfully focus on your business.

New Release Planning

Maximize your investment in EnerGov while reducing upgrade risks. Tyler staff will regularly update you on new release availability, demonstrate new functionality, and recommend which features to make available in your environment. We will also create a project plan that outlines an upgrade and testing schedule for your EnerGov environment to ensure you get the most out of new EnerGov releases.

Continuous Improvement Planning

Capitalize on what you already own. We will review your current use of EnerGov and identify the existing consumption gap. We will use that review to recommend additional features and functionality that will benefit your expressed goals and objectives with EnerGov software.

Organizational Readiness

Ensure you are ready for new features and releases. We will devise a 5-quarter project plan including prerequisite assessments and business process analysis to determine the impacts these new additions can have on your organization.

Support Analytics

Analyze your EnerGov support experience. We will proactively track your support tickets and provide regular updates, pursuing timely resolution and communication on your issues.

Features

- Subscription-based service
- Full access to CSAM team
- Reduced upgrade risks
- Relevant recommendations
- Release preparation

For more information, visit

www.tylertech.com

or email CommunityDev@tylertech.com

Why EnerGov CSAM?

Strategic planning, organizational readiness, and support analytics require a significant amount of time that your in-house staff may not possess. In addition, the need for continuous awareness of software releases, new and improved functionality, and support responses is an ongoing task. Fortunately, EnerGov's CSAM program provides you with all this to ensure your need for continuous improvement and system maturity is proactively managed and planned.

This subscription-based service gives you full access to our complete team without requiring additional purchases of hardware or software. Our years of experience and relationships with our clients make CSAM the most comprehensive proactive strategic planning service available.

Contact us today for more information:

888.355.1093

EnerGovCSAM@tylertech.com

www.tylertech.com



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



STAFF REPORT

Administrative Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Hue Quach, Administrative Services Director
By: Wilson Luo, Information Technology Manager

SUBJECT: THREE-YEAR RENEWAL OF THE MICROSOFT ENTERPRISE LICENSE AGREEMENT WITH SOFTWAREONE, INC. FOR MICROSOFT OFFICE 365 IN THE AMOUNT OF \$374,867
Recommendation: Approve

SUMMARY

The City's core software infrastructure is based on Microsoft's product lines, which require continuous maintenance as well as periodic version upgrades to meet operational needs and information security standards. The infrastructure requires an annual agreement to maintain a Microsoft Enterprise License Agreement ("MELA") through SoftwareOne, Inc. The MELA will continue to ensure the City is in conformity with software licensing requirements and provide access to new version release updates. Additionally, the MELA allows the City to consistently modernize server and desktop operating systems, introduce state-of-the-art enterprise collaboration software, ongoing vendor support, and cloud-based services.

A budget of \$125,000 has been approved in FY 2022-23 adopted budget for the renewal of this agreement. Subsequent annual costs will be budgeted in the Equipment Replacement Fund in their respective years. It is recommended that the City Council approve a three-year renewal contract of the Microsoft Enterprise License Agreement, for Microsoft Office 365 with SoftwareOne Inc. totaling \$374,867 over the three-year period.

BACKGROUND

The City's core software infrastructure is based on Microsoft's desktop, server, productivity, and communication products that require continuous maintenance patching as well as periodic version upgrades to meet operational needs and information security standards. While Microsoft provides the requisite patches and upgrades for several years following a product's initial release, prior to the MELA, many of the City's software

products were more than 10 years old and aged beyond Microsoft’s support period. There was no centralized mechanism enabling the City to directly manage and ensure compliance with software licensing requirements. Establishing the MELA has resolved this administrative deficiency. The modern product lines now licensed through the MELA have supported numerous upgrades and streamline the City’s technology platform across all City departments.

DISCUSSION

The City Council approved a three-year MELA agreement with SoftwareOne Inc. on September 17, 2019. Renewing the MELA will allow the City to continue the modernization and maintenance of server and desktop operating systems, provide access to state-of-the-art enterprise collaboration tools, office productivity platforms, product version updates, vendor support, and cloud-based services. Included in the MELA is licensing for Microsoft’s Office 365 Government G3 platform comprised of numerous applications and data storage benefits. These include Office desktop applications, government-only cloud file storage and sharing, online meetings and instant messaging, HD videoconferencing, intranet and team sites, personalized search and discovery, self-service business intelligence, enterprise management of apps, eDiscovery tools, and other services that meet municipality standard Security Policy requirements and are suitable for law enforcement agencies.

Examples of current operating systems and applications applicable to the City and eligible for continuous upgrade under MELA includes the platforms identified in Table 1.

Table 1: Current Product Version
1. Server Operating System (2019+)
2. Desktop Operating System (Windows 10 Enterprise)
3. Microsoft Exchange Server (2019+)
4. Office 365 (2019+)
5. Microsoft SQL Server (2017+)
6. Microsoft Project (2019+)
7. Microsoft Visio (2019+)

Additional benefits from renewing MELA include the following:

- Software Updates
 - New Version Rights for Applications
 - New Version Rights for Windows Desktop Operating Systems

- New Version Rights for Windows Servers Operating Systems
- New Version Rights for Server Client Access License (“CAL”)

- Services and Programs
 - Consolidated License Management
 - Additional 7.5% Discount Above Other Volume Licensing
 - Additional 15% Discount Across All 3 Enterprise Products
 - Home Use Program

- Maintenance and Support
 - 24 x 7 Phone Support Incidents
 - Web Incidents

- Transition Tools
 - Extended Hot-Fix Support for Windows Client and Servers

The City obtained three quotes from national software distributors authorized to sell Microsoft licenses. SoftwareOne provided a quote that has the most favorable pricing and is within the City’s budget. The quotes received are listed below in Table below.

Company	3 Year Installment
SoftwareOne Inc.	\$374,866.11
CDW	\$378,895.05
SHI International	\$380,172.06

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it is deemed to have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The three-year MELA renewal agreement is in the amount of \$374,867 with an annual cost of \$124,956. A budget of \$125,000 has been appropriated in the FY 2022-23 Adopted Budget. Subsequent annual costs will be budgeted in the Equipment Replacement Fund in their respective years.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and approve a three-year renewal of the Microsoft Enterprise License Agreement with SoftwareOne Inc. for Microsoft Office 365 in the amount of \$374,867 over the three-year period.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Microsoft Enterprise License Agreement

Amendment to Contract Documents

Enrollment Number

5-0000008994905

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Early Commitment Amendment ID M325

For the purposes of this Amendment, “Entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

The parties agree that the Enrollment is amended by adding a section entitled “Early Commitment.”

Early Commitment

- a. In this Amendment, “Entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.
- b. This renewal may be earlier than the required timeline. The effective date of this Enrollment shall be one day following the Expiring Enrollment.
- c. Entity’s initial order under this Enrollment includes a renewal of Entity’s Software Assurance and/or Subscription Licenses previously ordered under the Expiring Enrollment number 47460692 for the full term of the Expiring Enrollment from the day after expiration. The following conditions apply to this renewal:
 - (i) Entity’s final true-up order on the Expiring Enrollment shall be placed at the time this Enrollment is signed and any contents of that true-up order that Entity wishes to renew must also be added to this Enrollment’s initial order.
 - (ii) Any subsequent true-up orders placed under the Expiring Enrollment after the signing of this Enrollment must be placed no later than 15 days prior to the Expiring Enrollment’s Expiration Date, and must be placed with the assistance of Entity’s Microsoft Account Manager, Software Advisor or Reseller.
 - (iii) During the period between the execution and effective date of this Enrollment, Entity may add new Products to the Expiring Enrollment. No later than 15 days prior to the Expiring Enrollment’s Expiration Date, Entity may renew Software Assurance or Subscription Licenses for such Products under this Enrollment with the assistance of Entity’s Microsoft Account Manager, Software Advisor or Reseller by submitting a supplemental order.
 - (iv) Entity should tick the following box if this is the final True Up under their current Expiring Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-10798	Win E3 ALng Sub MVL Platform Per User	385	
AAA-12415	CCAL Bridge O365 Sub Platform Per User	385	
AAA-11894	O365 G3 GCC Sub Per User	385	
P3U-00001	Visio P2 GCC Sub Per User	4	
7MS-00001	Project P3 GCC Sub Per User	1	
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on		385

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M325)EnrAmend(EarlyCommitment)(WW)(ENG)(June2019)(IU).docx		M325	PLSS
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B

Quoted by Jason Carmer, SoftwareONE, Inc.

Phone 214-580-5899 jason.carmer@softwareone.com

Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@softwareone.com - Call 800-400-9852, option 2, to check order status.

	<u>Quoted to:</u>	City of Arcadia		
		Wilson Luo		
Quote#	44781	wluo@ArcadiaCA.gov		
Date:	8/8/2022			
Quote expires	9/7/2022	EA 47460692 - Expires 10/31/2022		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE order confirmation and/or receive electronic software deliveries.				
Quantity	Part #	Description	Unit Price	Ext. Price
<i>knowledge workers - Per User</i>				
385	AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 232.32	\$ 89,443.20
385	AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	\$ 19.20	\$ 7,392.00
385	AAA-10798	WinE3 ALNG SubsVL MVL Pltfrm PerUsr	\$ 56.52	\$ 21,760.20
1	7MS-00001	Project Plan3 GCC Shared All Lng Subs VL MVL Per User	\$ 274.68	\$ 274.68
4	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 137.28	\$ 549.12
<i>Server Products</i>				
1	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	\$ 590.58	\$ 590.58
39	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	\$ 126.81	\$ 4,945.59
	Sub-Total			\$ 124,955.37
	Tax	ESD - nontaxable. Please type "Electronic Software Delivery" on your PO.		\$ -
	Shipping			No Charge
		Annual Installment		\$ 124,955.37
		<i>Total 3-year commitment</i>	\$ 374,866.11	

Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	58144236	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	47460692		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Physically Submitted

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Arcadia

Contact name* First Wilson **Last** Luo

Contact email address* wluo@ArcadiaCA.gov

Street address* 240 W. Huntington Drive

City* Arcadia

State* CA

Postal code* 91007-3401-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (626) 574-5489

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Wilson Last Luo
Contact email address* wluo@ArcadiaCA.gov
Street address* 240 W. Huntington Drive
City* Arcadia
State* CA
Postal code* 91007-3401-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (626) 574-5489

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Wilson Last Luo
Contact email address* wluo@ArcadiaCA.gov
Phone* (626) 574-5489

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.
Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1
City* Waukesha
State* WI
Postal code* 53186-4093
Country* United States
Contact name* MS Admin.
Phone* 262-317-5555
Contact email address* ms-admin.us@softwareone.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Arcadia

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	47460692	X	X

Proposal ID

1229059.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	385	385	1.0	Yes	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	385
Windows Desktop	
Windows E3 per User USL	385
Office 365 Plans	
O365 G3 GCC	385

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	385	385	0	385

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 4: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Program Signature Form

MBA/MBSA number

Agreement number 8084445
--

5-0000008994905

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M325,M97 (New)
Product Selection Form	1229059.004 PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Arcadia
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



STAFF REPORT

Office of the City Manager

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Dr. Jennifer Brutus, Senior Management Analyst

SUBJECT: TRAVEL EXPENSES FOR CITY MANAGER'S LOS ANGELES COUNTY BLUE-RIBBON COMMISSION ON HOMELESSNESS STUDY TRIP IN HOUSTON, TEXAS

Recommendation: Approve City Expenditure

SUMMARY

The Los Angeles County's Blue-Ribbon Commission on Homelessness ("Commission") established an executive-level action team to assist with driving urgently needed homeless reform, leading discussion on issues of common interest, and facilitating data development and sharing. Supervisor Kathryn Barger has invited City Manager Dominic Lazzaretto to be one of the public officials to represent the County's 5th Supervisorial District on this working group. The working group will be participating in a homelessness study trip in Houston, Texas on September 14-16, 2022. While a private foundation has offered to cover travel expenses for this expedition, it is recommended that the City Council approve the City Manager's study trip-related travel expenses using the City's General Fund in the amount of approximately \$1,200.

BACKGROUND

The Commission's Homeless Governance Report, which was adopted on March 30, 2022, cited Houston, Texas as an example of a large urban area that has made significant strides in addressing homelessness. The Commission's working group will visit Houston for three days (September 14-16, 2022) to learn more about Houston's approach to connecting unhoused individuals with permanent housing, and speak directly with critical service providers, government agencies, and other individuals and organizations that have played a role in Houston's success.

Two private grantmaking foundations who have an ongoing commitment to homelessness in the Los Angeles region (the Conrad N. Hilton Foundation and the Weingart Foundation) are attending the trip and have offered to fund the working group's travel costs to include airfare, lodging, and a group dinner. Both foundations partner with grantees whose focus

is on improving access to permanent housing and supportive services for individuals experiencing homelessness in Los Angeles County.

DISCUSSION

The homelessness study trip in Houston, Texas will require air fare, lodging, and meal expenses (“travel expenses”) for the City Manager. The City has three options to consider for handling payment of the City Manager’s travel expenses:

1. Allow the foundations to pay for the City Manager’s travel expenses by accepting a reimbursement payment. This option is viable if the City complies with the reporting practices of the Fair Political Practices Commission (“FPPC”). As such, the City must first determine that it will cover the expense. With this approval from the City Council, the City may then accept a reimbursement payment from the foundations and subsequently, reimburse the City Manager for the covered expenses.

In accordance with the FPPC, the City would be required to report the total reimbursement payment on FPPC Form 801, which is used to report payments received by state and local government agencies including payment for an official’s travel expenses for the purpose of facilitating the public’s business (such as a study on homelessness) in lieu of a payment using agency funds.

2. Require the City Manager to pay for the travel expenses out-of-pocket without any reimbursement.
3. Cover the cost of the City Manager’s travel expenses as a City expenditure.

Although other cities participating in the study trip may accept the foundations’ offer to pay for their executive’s travel expenses, and the City could follow suit and ensure compliance with FPPC regulations, out of an abundance of caution, it is recommended that the City forgo the offer and pay for the travel expenses using the City’s General Fund dollars set aside for travel and meeting expenses in the City Manager’s Office. Selecting Option 3 will help the City avoid any potential ethical concerns or possible perceptions of conflicts of interest that may arise later.

The total travel expense for this study trip is expected to be approximately \$1,200 (\$500 for airfare, \$400 for lodging, \$200 for meals, and \$100 for transportation). Thus, it is recommended that the City Council approve the City Manager’s study trip-related travel expenses in the amount of approximately \$1,200 as a City expenditure.

ENVIRONMENTAL ANALYSIS

The proposed actions do not constitute a project under the California Environmental Quality Act ("CEQA") based on Section 15061(b)(3) of the CEQA Guidelines. It can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The City Manager Department's Operating Budget for Fiscal Year 2022-23 has sufficient funding in its Meetings & Trainings Budget to absorb this one-time cost of approximately \$1,200 in its entirety. Should the City Council wish to allow the foundations to reimburse the City, it will need to make necessary findings and authorizations.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act ("CEQA"); and approve the City Manager's travel expenses in the amount of approximately \$1,200 for the Houston, Texas study trip on homelessness, forgoing any reimbursement.



STAFF REPORT

Fire Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Barry R. Spriggs, Fire Chief
By: Richard Oishi, Battalion Chief

SUBJECT: PURCHASE ORDER WITH LIFE-ASSIST, INC. FOR THE PURCHASE OF PARAMEDIC FIELD SUPPLIES IN AN AMOUNT NOT TO EXCEED \$80,000
Recommendation: Approve

SUMMARY

The Arcadia Fire Department has been providing paramedic ambulance service to the Arcadia community since the early 1970s with quality pre-hospital care for medical and trauma related emergency calls. Critical to this service is making sure that adequate and necessary inventory of paramedic supplies are readily available in stock.

Utilizing the Pasadena Fire Department's purchasing pricing (also known as "piggybacking"), it is recommended that the City Council approve a Purchase Order with Life-Assist, Inc. for the purchase of paramedic field supplies in an amount not to exceed \$80,000. The proposed Purchase Order will be for an initial three-year term, renewed annually, commencing in Fiscal Year 2022-23, with an additional two (2) one-year optional extensions. Attached is the Pasadena Fire Department's Staff Report authorizing the City of Pasadena to enter into a contract with Life-Assist, Inc., the Contract Services Agreement with Life-Assist, Inc., and a letter from the City of Pasadena authorizing the use of their formal competitive bid process for piggybacking.

BACKGROUND

The Fire Department maintains an inventory of paramedic field supplies, including medications, intravenous fluids, assorted needles, bandages, splints, tape, gloves, oxygen masks, EKG paper, electrodes, and other miscellaneous medical supplies. These items are used on a regular basis during medical treatment of a patient and standard emergency operations. The Fire Department also maintains in its inventory additional paramedic field supplies to mitigate larger-scale incidents in the event of a disaster. For example, during the COVID-19 crisis, additional equipment was purchased

to supplement current inventory and protect members of the Fire Department as they responded to the pandemic. Traditionally, paramedic field supplies utilized by the Fire Department are re-stocked using a private medical supplier.

DISCUSSION

In May 2022, the City of Pasadena sent a Notice Inviting Bids for the purchase of emergency medical or paramedic field supplies. Three (3) bids were received from Aptos Logistics, Inc., Bound Tree Medical, LLC, and Life-Assist, Inc. Life-Assist, Inc. was selected as the lowest and most responsive and responsible bidder that met the specifications outlined in the contract. On August 1, 2022, the City of Pasadena City Council awarded a multi-year contract with Life-Assist, Inc. for an amount not to exceed \$1.25 million, which includes an initial three-year term and two (2) optional one-year terms, with each year not to exceed \$250,000 subject to approval by the City Manager.

Piggybacking on larger agency contracts enables the City of Arcadia the opportunity to purchase supplies in small quantities at volume pricing. Essentially, this method allows savings in time, resources, and cost by leveraging another agency's successful competitive bidding process and its more economical bulk pricing for the same or similar supplies. Additionally, this contract through Life-Assist, Inc. offers a 25% discount for all items not listed on the bid and the contracting agency has no obligation to purchase any specified amount of goods or services from their company for the term of the contract.

During the past 12 years, Life-Assist, Inc. has also performed satisfactorily as the City's paramedic supply vendor. The company had delivered the required paramedic field supply products on time and as specified. Furthermore, Life-Assist, Inc. is an established company since the late 1970s with their services employed by several agencies such as the Ontario Fire Department, Rialto Fire Department, City of Berkeley Fire Department, Sacramento Metro Fire, and City of Tucson, AZ. By approving the purchase order with Life-Assist, Inc. the City ensures a quality inventory of paramedic field supplies at a fiscally responsible cost.

ENVIRONMENTAL IMPACT

The proposed actions do 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 they will have no impact on the environment. Thus, these matters are exempt under CEQA.

FISCAL IMPACT

Sufficient funds in the amount of \$98,300 have been budgeted in the Fiscal Year 2022-23 Fire Operating Budget for the purchase of paramedic field supplies.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and approve a Purchase Order with Life-Assist, Inc. for the purchase of paramedic field supplies in the amount not to exceed \$80,000.

Approved:

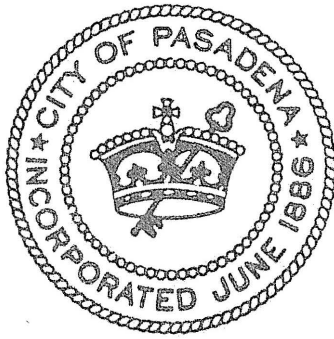


Dominic Lazzaretto
City Manager

Attachment No. 1: Staff Report Authorizing the City of Pasadena to Enter into a Contract with Life Assist, Inc. for the Purchase of Medical Supplies

Attachment No. 2: City of Pasadena Contract with Life-Assist, Inc.

Attachment No. 3: City of Pasadena Letter Allowing for Piggyback of Formal Bid Process



Agenda Report

August 1, 2022

TO: Honorable Mayor and City Council

FROM: Fire Department

SUBJECT: AUTHORIZATION TO ENTER INTO CONTRACTS FOR MEDICAL SUPPLIES NOT TO EXCEED \$1,500,000

RECOMMENDATION:

It is recommended that the City Council:

1. Find that this action is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15061 (b)(3), the General Rule that CEQA only applies to projects that may have an effect on the environment;
2. Accept the bid dated June 6, 2022 submitted by Life-Assist, Inc. in response to an Invitation for Bid to furnish and deliver medical supplies as requested and authorize the City Manager to enter into a multi-year contract with Life-Assist, Inc. for an amount not to exceed \$1,250,000 which includes \$750,000 for an initial three year term and two optional one-year terms, with each year not to exceed \$250,000 subject to approval by the City Manager; and
3. Accept the bid dated June 6, 2022 submitted by Bound Tree Medical, LLC. in response to an Invitation for Bid to furnish and deliver medical supplies as requested and authorize the City Manager to enter into a multi-year contract with Bound Tree Medical, LLC for an amount not to exceed \$250,000 which includes \$150,000 for an initial three year term and two optional one-year terms, with each year not to exceed \$50,000 subject to approval by the City Manager.

BACKGROUND:

The Fire Department (Department) responds to nearly 13,500 emergency medical calls annually and uses a variety of medical supplies when responding to those calls that require the provision of emergency medical care. In support of this effort, staff purchases a variety of medical supplies and equipment to ensure the Department's first responders are prepared to treat patients with medical conditions and traumatic injuries. This helps to ensure the Department is able to provide critical pre-hospital emergency

medical care as required by Los Angeles County Emergency Medical Services Agency. Supplies and equipment purchased by staff include necessary items such as bandages, splints, intravenous supplies, oxygen masks, medications, and airway equipment.

The Fire Department has a current contract with Life-Assist for medical supplies that was approved on July 24, 2017. Life-Assist was awarded a three-year contract with the Fire Department through a formal bid process to furnish medical supplies, for a not to exceed amount of \$200,000 each year of the three-year term. On October 21, 2020, the contract term was amended to a five year contract.

On May 10, 2022, the City published an Invitation for Bid (IFB) to furnish and deliver medical supplies as required by the Fire Department. The bid was advertised for close to four weeks through Planet bids. Notifications were sent to 757 vendors, with 35 vendors downloading the IFB document. No local Pasadena vendors downloaded or submitted a bid. On June 6, 2022, six bids were received.

Staff requested vendors to bid on 45 of the most commonly ordered products based on historical purchases of the Department to evaluate pricing. Three of the six bids received were deemed non-responsive due to incomplete bids. Of the three, responsive bids received, the bid results are as follows:

No.	Bidders	Total Weighted Bid Price
1.	APTOS LOGISTICS, INC. (San Ramon, CA) (5 year total)	\$1,227,447
2.	BOUND TREE MEDICAL, LLC (Dublin, OH) (1 year total)	\$135,323
3.	LIFE ASSIST, INC. (Cordova, CA) (1 year total)	\$93,200

Following a formal bid process, Life-Assist, Inc. is recommended as the primary vendor to furnish and deliver medical supplies in accordance with the City's specifications. Life-Assist is an established California corporation, and was the lowest bidder that was able to provide all specified goods and meet all indicated requirements. Total expenditures are not to exceed \$1,250,000, which includes \$750,000 for an initial three-year term and two optional one-year terms with each year not to exceed \$250,000.

Bound Tree Medical LLC is recommended as a secondary vendor due to the ongoing supply chain issues and allocation limits for products such as saline, PPE items and certain medications experienced during the COVID-19 pandemic. For the past 2 years there have been many items that are in a nationwide shortage in which there was no identified vendor backup. Securing a second vendor, will assist the Department in providing expeditious medical services to the public. Total expenditures are not to exceed \$250,000, which includes \$150,000 for an initial three-year term and two optional one-year terms with each year not to exceed \$50,000.

COUNCIL POLICY CONSIDERATION:

The proposed contract furthers the City Council's strategic planning goal to ensure public safety.

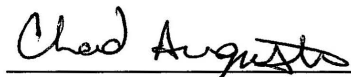
ENVIRONMENTAL ANALYSIS:

The proposed contract has no environmental impact; it is exempt from CEQA review pursuant to State CEQA Guidelines and Section 15061 (b) (3), the general rule that CEQA only applies to projects that may have an effect on the environment.

FISCAL IMPACT:

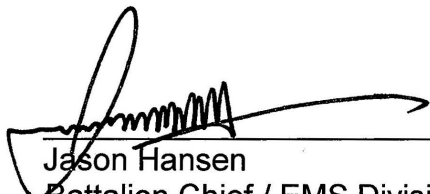
The total cost of this action is \$1,500,000 if the additional one-year terms are exercised. Funding for this action will be addressed by utilization of the existing and future budgeted appropriations in the Fire Department's General Fund operating budget account for EMS (10131021-810100). There are no anticipated impacts to other operational programs or capital projects as a result of this action.

Respectfully submitted,



CHAD AUGUSTIN
Fire Chief
Fire Department

Prepared by:



Jason Hansen
Battalion Chief / EMS Division
Fire Department

Approved by:



CYNTHIA J. KURTZ
Interim City Manager



CITY OF PASADENA

Purchase Order Contract Cover Page & Acceptance of Terms and Conditions

CONTRACT NUMBER 32364

CONTRACTOR: LIFE-ASSIST, INC.

CONTRACT PURPOSE:

The purpose of this contract is for Life-Assist, Inc. to furnish and deliver medical supplies as requested by the Pasadena Fire Department for pre-hospital emergency medical care. The term of this multi-year purchase order contract is for an amount not to exceed \$750,000 for an initial three-year term with two one-year optional extensions for an amount not to exceed \$250,000 each. Contract extensions are subject to approval by the City Manager.

CONTRACT START DATE: 08/01/2022 **CONTRACT EXPIRATION DATE:** 08/01/2025

TOTAL PURCHASE ORDER \$750,000.00

Project Manager: Cynthia Foronda
Title: Senior Office Assistant
Phone: 626-744-7182

ACKNOWLEDGMENT: Contractor/Vendor acceptance of this Purchase Order or payment, or shipment of goods and/or provision of services, shall constitute Contractor/Vendor unqualified acceptance of the terms of this Purchase Order. This document, in its entirety, does not constitute a firm offer by the City, and may be revoked at any time prior to acceptance. Pre-existing contract language, as agreed upon, shall prevail.

- Attachments:
Attachment A – IFB - Furnish & Deliver Medical Supplies
Attachment B – Life-Assist Bid Response
Attachment C – Purchase Order Terms and Conditions

Please sign, date and return.

Corey Farrar

Vendor Signature

Corey Farrar

Print or Type Name



FIRE DEPARTMENT

August 23, 2022

Cherise Akers
Contracts Manager
Life-Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742

**RE: City of Pasadena Invitation For Bid
Furnish and Deliver Medical Supplies for the Fire Department
Issued May 19, 2022**

Dear Cherise Akers:

The Pasadena Fire Department will allow for other agencies and organizations to utilize the pricing that Life-Assist, Inc. offers to the department for its purchases of medical supplies and equipment. Pricing was originally secured through a formal bid process that closed on June 6, 2022, for the furnishing and delivery of medical supplies.

Other agencies may obtain a price at least equal to that of which Life-Assist offers to the Pasadena Fire Department for the same items.

Thank you,

A handwritten signature in black ink, appearing to read "Jason Hansen", with a long, sweeping underline that extends to the right.

Jason Hansen
EMS Battalion Chief
Pasadena Fire Department



STAFF REPORT

Development Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Philip A. Wray, Deputy Director of Development Services/City Engineer
By: Ryan Huey, Assistant Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY GRIGOLLA & SONS CONSTRUCTION COMPANY FOR THE HUNTINGTON DRIVE SIDEWALK REHABILITATION IMPROVEMENTS PROJECT AS COMPLETE
Recommendation: Approve

SUMMARY

On May 3, 2022, the City Council awarded a contract to Grigolla & Sons Construction Company in the amount of \$86,490 for the Huntington Drive Sidewalk Rehabilitation Improvements Project, with a 10% contingency. There was one Change Order for the final quantity adjustments totaling \$8,646, just under 10% of the original contract amount.

The terms and conditions of this project have been complied with, and the required work has been performed to the City's satisfaction, for a final cost of \$95,136. It is recommended that the City Council accept the project as complete and authorize the final payment in accordance with the approved contract.

BACKGROUND

The City of Arcadia annually receives Transportation Development Act ("TDA") Article 3 funds for use on projects that address pedestrian or bicycle accessibility. The City has historically used the funding for ADA accessible curb ramps and infill sidewalks. The Huntington Drive Sidewalk Rehabilitation Improvements project is located on the north side of Huntington Drive from 90 feet east of Sunset Boulevard to and around the corner at Cortez Road. This segment previously lacked sidewalk and was a missing link between existing sidewalks on Huntington Drive in both directions, and the sidewalk around the corner on Cortez Road. This was the last missing portion of sidewalk on Huntington Drive between Michillinda Avenue and Holly Avenue. The project scope was to remove obstructions such as wheel-stops, a cluster of palm trees, and a substandard driveway

approach, and construct a new sidewalk, a corner curb ramp, and a driveway approach to connect the existing sidewalks.

The project was advertised for bids in March 2022, and bids were opened on March 31, with Grigolla & Sons Construction Company as the qualifying low bidder. A contract in the amount of \$86,490, plus a 10% contingency, was awarded by the City Council on May 3, 2022.

DISCUSSION

Construction began in June 2022 and was completed in July 2022. There was one Change Order for the final adjustment of quantities, which resulted in a net increase of \$8,646.

The project was originally intended to only install sidewalk where none previously existed. Prior to the start of construction, the property owner adjacent to the project on the northwest corner of Huntington Drive and Cortez Road brought to the City's attention the uplifted sidewalk and ponding water issues in the gutter caused by the tree roots just north of the project limits on Cortez Road. Because the new sidewalk would connect directly into damaged and uplifted sidewalk, it was determined that the adjacent problems should be addressed with this project for a seamless connection to existing sidewalk and curb and gutter without further hazards. The contractor agreed to the replacement of approximately 140 feet of additional sidewalk and curb and gutter, at the contract unit prices.

Other quantity adjustments within the Change Order included a reduction in the quantity of curb and gutter removal and replacement on Huntington Drive due to portions being in good condition. There were also minor quantity adjustments for additional concrete work, tree removal, asphalt removal, pull box adjustment, and mobilization, and a minor deduction in landscaping.

As a result of all the adjustments, the final amount is a net increase of \$8,646, just under 10% of the contract amount and within the approved contingency. A summary of the construction contract, with the Change Order, is as follows:

Original Contract:	\$86,490
Change Order #1 (quantity adjustment)	\$8,646
Final Total Contract:	\$95,136

The adjacent property owner was very appreciative of the City's efforts to install the new sidewalk and to repair the existing sidewalk hazards to create a comprehensive neighborhood improvement. The project has been completed to the satisfaction of the City.

ENVIRONMENTAL ANALYSIS

The City was responsible for evaluating the project under the guidelines of the California Environmental Quality Act ("CEQA"). It was determined at the project award stage that the project is Categorically Exempt under Section 15301 – Class 1, Existing Facilities, and Class 2, Replacement or Reconstruction.

FISCAL IMPACT

The Huntington Drive Sidewalk Rehabilitation Improvements project was budgeted in the Fiscal Year 2021-22 Capital Improvement Program. The total budget appropriation was \$100,000 in TDA Article 3 funds. The initial contract price was \$86,490 plus a 10% contingency. One Change Order was approved for the adjustment of quantities at a net increase of \$8,646. The total cost of the construction, including the Change Order, is \$95,136. There are sufficient funds in the project budget to cover the construction contract and no general funds are needed for this project.

RECOMMENDATION

It is recommended that the City Council accept all work performed by Grigolla & Sons Construction Company for the Huntington Drive Sidewalk Rehabilitation Project as complete; and authorize the final payment to be made in accordance with the contract documents.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, Interim P.E., Principal Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY MISSION PAVING AND SEALING, INC. FOR THE FISCAL YEAR 2021-22 ANNUAL SLURRY SEAL PROJECT AS COMPLETE
Recommendation: Approve

SUMMARY

On February 15, 2022, the City Council approved a contract with Mission Paving and Sealing, Inc. in the amount of \$534,922.10 for the Fiscal Year 2021-22 Annual Slurry Seal Project. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$534,922.10.

It is recommended that the City Council accept all work performed by Mission Paving and Sealing, Inc. for the Fiscal Year 2021-22 Annual Slurry Seal Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$26,746.11.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for the maintenance and repair of approximately 147 miles of roadway within the City. The 2017 Pavement Management Program Update assessed the condition of all City streets and assigned a numerical index between 0 and 100 to indicate the general condition of each pavement section. The Annual Slurry Seal Maintenance Program assists in extending the life expectancy of streets and improves the overall appearance and safety of City streets. This program provides surface maintenance of all City streets and divides the City into eight zones, with one zone being addressed each year. Updates to the plan are conducted regularly to ensure that the program is effective and to identify street segments with unusual wear and tear.

DISCUSSION

On February 15, 2022, the City Council approved a contract with Mission Paving and Sealing, Inc. for the Fiscal Year 2021-22 Annual Slurry Seal Project. The work performed encompassed approximately 17.3 miles of residential and arterial streets and included crack sealing, the application of an emulsified asphalt and sand coating commonly referred to as slurry, and re-stripping of street centerlines, stop bars, and pavement markers. This process protects the asphalt pavement surface from weather, restores skid resistance, and provides an aesthetic uplift to the street and neighborhood.

During work, it was determined that Encanto Drive from Altura Road to Golden West Avenue would be rehabilitated in the FY 2022-23 Pavement Rehabilitation Project. This resulted in a change order for less Type II slurry seal application needed. Additionally, due to various residents driving on fresh slurry, there was a change order to re-apply Type II slurry seal on a street that had been completed. Furthermore, for safety reasons, additional striping and pavement markers were installed on Portola Road and Golden West Avenue. Below is a description of the contract change orders, which resulted in no net change to the contract.

CCO#	Description	Amount
1.	Deletion (38.3 ELT) of Type II Slurry	(\$7,807.84)
2.	Additional (26.0 ELT) of Type II Slurry	\$5,307.84
3.	Additional Striping and Pavement Markers	\$2,500.00
Total:		\$0

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

FISCAL IMPACT

Funds in the amount of \$700,000 have been budgeted in the Fiscal Year 2021-22 Capital Improvement Program for the Annual Slurry Seal Program. The total cost for this Project is \$534,922.10.

RECOMMENDATION

It is recommended that the City Council accept all work performed by Mission Paving and Sealing, Inc. for the Fiscal Year 2021-22 Annual Slurry Seal Project as complete; and

Accept Annual Slurry Seal Project
September 6, 2022
Page 3 of 3

authorize the final payment to be made in accordance with the contract documents,
subject to the retention of \$26,746.11.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Deen Buharie, Assistant Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY PREMIER PIPE, INC. FOR THE FISCAL YEAR 2021-22 ANNUAL SEWER CCTV INSPECTIONS AS COMPLETE
Recommendation: Approve

SUMMARY

On February 15, 2022, the City Council approved a contract with Premier Pipe, Inc. in the amount of \$38,340 for the Fiscal Year 2021-22 Annual Sewer CCTV Inspections. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$35,085.99. This amount reflects the original contract amount of \$38,340 minus quantity changes totaling \$3,254.01, or 8.5% less than the original contract amount.

It is recommended that the City Council accept all work performed by Premier Pipe, Inc. for the Fiscal Year 2021-22 Annual Sewer CCTV Inspections as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$1,754.30.

BACKGROUND

In 2006, the State Water Resources Control Board adopted the Waste Discharge Requirement Program for all public-owned sanitary sewer collection systems in California with more than one mile of sewer pipeline. Under this program, the City is required to prepare and implement a Sewer System Management Plan ("SSMP"). The SSMP identifies routine preventive operation and maintenance activities, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system. Additionally, the program requires visual and CCTV inspections of manholes and sewer pipes. The sewer CCTV inspections provide evidence of the cleaning and maintenance that is performed as part of the SSMP as well as a record of the condition of the sewer mains and identification of deficiencies or sections requiring repair. Information collected from the Sewer CCTV Inspections are used to prioritize sewer pipe segment repairs.

DISCUSSION

On February 15, 2022, the City Council approved a contract with Premier Pipe, Inc. for the Fiscal Year 2021-22 Annual Sewer CCTV Inspections. The contractor performed sewer closed-circuit television inspections of the Arcadia sanitary sewer mains. City crews worked alongside the contractor to flush and clean sewer mains prior to CCTV inspection. Based on the data collected from the Sewer CCTV Inspections, the Public Works Services Department identified sewer pipe segments that need repair. The project included 30 hours of emergency CCTV inspection call-outs. At the end of the project, there was a total of \$3,254.01 in unused funds. These funds will be returned to the Sewer Fund balance.

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

FISCAL IMPACT

Funds in the amount of \$50,000 have been budgeted in the Fiscal Year 2021-22 Capital Improvement Program for this project. The total cost for the Fiscal Year 2021-22 Annual Sewer CCTV Inspections is \$35,085.99. This amount reflects the original contract amount of \$38,340 minus quantity changes totaling \$3,254.01, or 8.5% less than the original contract amount.

RECOMMENDATION

It is recommended that the City Council accept all work performed by Premier Pipe, Inc. for the Fiscal Year 2021-22 Annual Sewer CCTV Inspections as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$1,754.30.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Development Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Tim Schwehr, Economic Development Manager

SUBJECT: ALLOCATE A TOTAL OF \$1 MILLION IN AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS FOR ECONOMIC DEVELOPMENT/BUSINESS STIMULUS PURPOSES FOR THE ARPA SMALL BUSINESS GRANT PROGRAM AND THE ARPA SMALL BUSINESS PERMIT ASSISTANCE PROGRAM

Recommendation: Approve

SUMMARY

In March 2022, the City Council directed staff to proceed with allocating \$1 million in American Rescue Plan Act (“ARPA”) funds towards a Small Business Grant Program and Small Business Permit Assistance Program. The ARPA Small Business Grant Program will provide eligible businesses with up to \$10,000 to complete façade improvements, new signage, interior renovations, marketing and branding initiatives, and other related items. The ARPA Small Business Permit Assistance Program will pay up to \$5,000 in building permit and/or planning application fees related to opening, expanding, or renovating a small business. It is recommended that the City Council approve the allocation of \$1 million in ARPA funds for Economic Development/Business Stimulus purposes for the ARPA Small Business Grant Program and the ARPA Small Business Permit Assistance Program.

BACKGROUND

The City has been notified it will receive \$8,865,000 in funding through the American Rescue Plan Act (“ARPA”). The funding is available to use for various purposes, including economic and financial assistance. At a Council study session held on March 1, 2022, there was consensus to move forward with a series of recommendations for use of City ARPA funds. This included a total of \$1,550,000 in funding for five economic development and financial assistance programs aimed at helping residents and businesses financially impacted by the COVID-19 pandemic. It was further agreed at this meeting that details on each program would be returned to the City Council for their review and approval. Additionally, based on City Council input and further research into anticipated demand

and expenditures, \$750,000 is now being recommended for allocation to the Small Business Grant Program and \$250,000 to the Permit Assistance Program, in lieu of the \$500,000 initially proposed for each program. The table below shows the allocation amount and current status of each program that was authorized by the City Council for economic development/business stimulus.

Program	Funding	Status
Small Business Grant Program	\$750,000*	Pending
Small Business Permit Assistance Program	\$250,000*	Pending
Merry & Bright Holiday Shopping Program	\$250,000	\$100,000 spent during the 2021 Holiday Season. \$150,000 remains.
Homeless Prevention & Diversion Program	\$250,000	Approved by City Council in May 2022. Funds disbursed.
Downtown Arcadia Broadband Study	\$50,000	RFP released in July 2022. Contract to City Council later this year.
Total	\$1,550,000	

* Originally proposed at \$500,000 each

DISCUSSION

A total of \$1 million in ARPA funds is recommended to be allocated to the Small Business Grant Program and the Small Business Permit Assistance Program. The goal of these programs is to provide various options for the business community to make improvements to their physical spaces, better position themselves in a changing economic environment, and to help incentivize active participation in making individual businesses more attractive and viable. Small businesses were the hardest hit during the COVID-19 pandemic and these funds are intended to provide direct support. Businesses may participate in both programs provided they meet the individual eligibility requirements of each program. A discussion of each program is provided below and draft program guidelines with additional details are included as Attachments “A” and “B” to this report. These guidelines will continue to be refined prior to release.

ARPA Small Business Grant Program

A total of \$750,000 in ARPA funding is proposed for allocation to the ARPA Small Business Grant Program. This program will provide grants of up to \$10,000 to qualified “Tier 1” category businesses, and up to \$5,000 to qualified “Tier 2” category businesses. Tier 1 category businesses will consist of all retail, restaurants, gastropubs and bars, non-restricted personal service uses, live entertainment businesses, and other related business types that have also been open a minimum of one year. In addition to exterior improvements, Tier 1 businesses will be eligible to use grants for interior renovations, expenses related to updating or establishing a business website or hiring a consultant to implement new digital marketing initiatives expenditures related to updates to a business’s branding or logo (i.e., graphic artist or other paid consultant), and other items

aimed at improving the online and digital presence of a business. Total expenditures for all non-construction related items, however, shall be limited to no more than \$5,000. The criteria selected for Tier 1 participation is intended to meet the following objectives:

1. Direct the majority of the small business grant funding to the types of businesses most highly impacted by the COVID-19 pandemic, including those impacted by the public health restrictions limiting in-person activities;
2. Prioritize funding for retail and other business categories that generate the most in-person customer activity and foot traffic to the City's commercial areas; and
3. Prioritize sales tax generating uses.

Tier 2 category businesses consist of the remainder of businesses meeting the minimum eligibility requirements outlined in the program guidelines. These require that a business is independently owned and operated, located within a commercial or mixed-use zone, have no more than 50 (full-time) employees, and have a bona fide commercial storefront (i.e. direct public entrance from the exterior of a building). Additionally, adult-oriented businesses, massage parlors, pawn shops, and bail bond offices are prohibited from participating in this program. Tier 2 businesses are eligible to receive a grant of up \$5,000. Use of grant funding shall be restricted to exterior improvements only with the objective of focusing funding for Tier 2 businesses on items that also make a positive contribution to the appearance of the City's commercial areas.

Following approval by the City Council, the City will transfer \$750,000 in ARPA funding to a financial account established for this program. Following outreach to the Arcadia business community, an application submittal period will begin with grant applications submitted to the Development Services Department. Businesses will be required to outline on their application how they intend to use the funding and provide a rough cost estimate. Following an initial 60-day open application period, the Development Services Department will review all applications received prior to the submittal deadline. Grants will be awarded based on the criteria outlined in the program guidelines. In its current draft form, the guidelines include the following criteria:

- The potential of the proposal to positively impact in-person customer activity and sales at the subject business. This includes whether or not the proposed use of funds is something new or a continuation of an existing initiative, and the Development Services Department's overall evaluation of the merits and how impactful the proposed project would be.
- The potential positive impact of the project for the surrounding business district. This includes the potential to attract additional customers to the area, increase foot traffic, and/or positively contribute to the overall appearance of the commercial area.

- The anticipated positive impact of the project to the City. This includes increasing sales tax revenue, positively contributing to the overall appearance of the City, and/or meeting other specific City goals and objectives.
- A nexus to the COVID-19 pandemic and post-pandemic recovery. This includes items like expanding or make permanent outdoor seating areas, interior modifications to promote enhanced health and safety for customers and employees, and other items or initiatives related to “the new normal” of doing business post-onset of COVID-19 in March 2020.

Businesses approved for grants will then be required to submit a detailed cost estimate for review and approval prior to issuance of grant funding. Participating businesses will be issued 50% of the estimated cost of their project upfront. The remainder will be disbursed upon project completion, and the second disbursement adjusted, as needed, based on actual costs and submittal of receipts.

ARPA Small Business Permit Assistance Program

A total of \$250,000 in ARPA funding is proposed for allocation to the ARPA Small Business Permit Assistance Program. Funding allocated to this program will pay for up to \$5,000 in planning application fees and/or building permit fees for small businesses when opening a new business, expanding a current business, or making physical improvements to their existing place of business. Planning application fees paid through this program will include those for Conditional Use Permits (\$3,000), Minor Use Permits (\$1,225), design review of major façade improvements (\$1,525), design review of new business signage (\$400), and other common business entitlements. Eligible building permit fees paid through this program include fees for plan check review, tenant improvement permits, and fees for other permit and inspections required when building out or renovating a commercial space.

The eligibility requirements for the ARPA Small Business Permit Assistance Program are similar to the requirements outlined earlier in this report for Tier 1 of the ARPA Small Business Grant Program. Specifically, to participate a business will need to be a retail use, restaurant, gastropub or bar, non-restricted personal service use, live entertainment business, or other similar business type. This program also requires that a business be independently owned and operated, located in a commercial or mixed-use zone, have a bona fide commercial storefront (direct public access from the exterior of building), and have 50 or less (full-time) employees.

Following approval by the City Council, the City will transfer \$250,000 in ARPA funding to a financial account established for this program. Fees paid through this program will be charged directly from the established program account, which will help to streamline program management and tracking of expenses. Interested businesses will be required to submit a program application to the Development Services Department for review and

approval. Applications will be accepted on an ongoing basis with a maximum \$5,000 limit per business over the life of this program.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The City has been allocated a total of \$8,865,000 in American Rescue Plan Act ("ARPA") funding available to use for various purposes, including economic assistance. Allocating \$1,000,000 of the City's ARPA funds to the two programs outlined above is an appropriate use of ARPA funding consistent with the American Rescue Plan Act objective to provide economic assistance to residents and businesses impacted by the COVID-19 pandemic. No General Funds, other than staff time, will be utilized for these programs.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under, the California Environmental Quality Act ("CEQA"); and approve the allocation of \$1 million in American Rescue Plan Act ("ARPA") funds for Economic Development/Business Stimulus purposes for the ARPA Small Business Grant Program and the ARPA Small Business Permit Assistance Program.

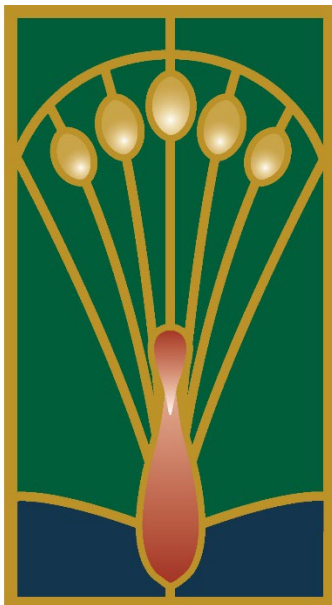
Approved:



Dominic Lazzaretto
City Manager

Attachment "A": ARPA Small Business Grant Program Guidelines (Draft)

Attachment "B": ARPA Small Business Permit Assistance Program Guidelines (Draft)



CITY OF
ARCADIA

City of Arcadia
ARPA Small Business Grant Program
Guidelines and Requirements

Introduction: The ARPA Small Business Grant program provides grants of up to \$10,000 to existing Arcadia small businesses for one or more of the purposes outlined below. To participate, a small business shall submit a program application to the Development Services Department for review and approval. Grants are awarded based on the consistency of the proposed project with program guidelines and requirements, and subject to funding availability.

American Rescue Plan Act (ARPA) Background: The ARPA Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. The allocation to the City of Arcadia totaled \$8,864,856. One allowable use of these funds is to provide financial assistance to small businesses to assist them and the community at large with economic recovery. In September 2022, the Arcadia City Council approved the allocation of \$750,000 in ARPA funds for the ARPA Small Business Grant Program.

Program Eligibility Requirements:

Tier 1:

- Located within the city limits of Arcadia
- Independently owned and operated businesses
- Open and operating in Arcadia for a minimum of one-year prior to grant application submittal
- Classified as a retail use, restaurant, recreation or entertainment use, gastropub or bar, personal service (general) use, or other related use based on the City of Arcadia Development Code
- No more than 50 full-time equivalent (FTE) employees
- Located at a commercial or mixed-use zoned property¹
- Has a bona fide ground-floor commercial storefront²

Tier 2:

- Located within the city limits of Arcadia
- Independently owned and operated businesses
- Classified as a professional office, medical office, light industrial use, personal service (restricted) use, Tier 1 category business open less than one-year, or other related use based on the City of Arcadia Development Code
- No more than 50 full-time equivalent (FTE) employees
- Located at a commercial or mixed-use zoned property¹
- Has a bona fide ground-floor commercial storefront²

Eligibility Exclusions:

- Any national chain that is not locally franchised
- Businesses with no bona fide ground-floor commercial storefront
- Businesses located in residential zones
- Any adult business, massage parlor, pawn shop, bail bond service, or other related use based on the City of Arcadia Development Code
- Businesses located outside the city limits of Arcadia

¹ Commercial or Mixed-Use Zoned Property includes all types of commercial, industrial, and mixed-use zoning

² Bona fide ground-floor commercial storefront is defined as a ground-floor direct public entrance to the outside of the building.

Funding Limits and Permitted Use of Funds:

Businesses meeting **Tier 1** requirements are eligible for up to \$10,000 in grant funding. Funds may be used for the following purposes:

- Interior or exterior improvements to their place of business
- New exterior signage
- Outdoor seating and dining areas (food and beverage businesses)
- Hiring a consultant to update a business website, implement new digital marketing initiatives, update a business's branding or logo, and other similar items (maximum of \$5,000). Please note that payments to media companies for print or online advertising is not an eligible expense. Any direct advertising expenses related to the approved grant funded project are required to be paid solely by the business owner at their expense.
- Other items not listed above, but determined to be consistent with the program objectives of assisting small businesses to improve the interior and exterior of their place of business, or improving a business's online and digital presence.

Businesses meeting **Tier 2** requirements are eligible for up to \$5,000 in grant funding. Funds may be used for the following purposes:

- Exterior improvements to their place of business
- New exterior signage
- Other items not listed above, but determined to be consistent with the program objective of assisting Tier 2 small businesses to improve the appearance of their place of business as viewed from the public realm

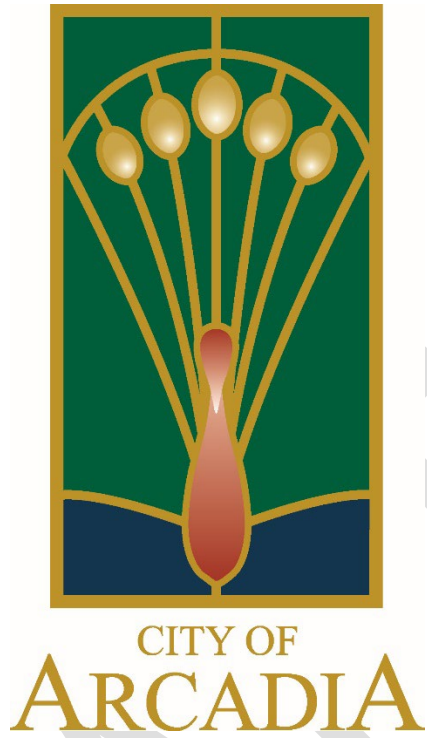
Processing & Approval: Grant applications are processed by the Development Services Department and awarded based on the consistency of the proposed use of funds with the following criteria:

- The potential of the proposal to positively impact in-person customer activity and sales at the subject business. This includes whether the proposed use of funds it is something new rather than just a continuation of an existing initiative, and the Development Services Department's overall evaluation of the merits and potential impact of the proposed project.
- The potential positive impact of the project for the surrounding business district. This includes the potential to attract additional customers to the area, increase foot traffic, or positively contribute to the overall appearance of the surrounding commercial area.
- The anticipated positive impact of the project to the City. This includes the potential to increase sales tax revenue, make a positive contribution to the appearance of the city and public realm, or meet other specific city goals and objectives.
- The proposed use of funds nexus to the COVID-19 pandemic and post-pandemic recovery. This includes items to expand or make permanent outdoor seating areas, interior modifications to promote enhanced health and safety for customers and employees, and other items or initiatives related to "the new normal" of doing business since the onset of the pandemic.

Grants shall be issued only to conduct the specific improvements and initiatives approved. Grant amounts shall be based on a detailed cost estimate to be provided by the participant following the City's initial review of their application. Following grant approval, an initial disbursement of 50% of the estimated project cost will be issued to the program participant. The remaining funds shall be disbursed at the time

of final project completion and adjusted, as needed, based on actual expenses incurred and verified through submittal of receipts. Final grant amounts shall not exceed the maximum permitted amount for each tier, or exceed the initial approved grant amount for the project by more than 5% without prior City authorization.

DRAFT



City of Arcadia
ARPA Small Business Permit Assistance Program
Guidelines and Requirements

Introduction: The ARPA Small Business Permit Assistance Program provides up to \$5,000 in funding to help pay for planning application fees and/or building permit fees for qualified small businesses to assist with opening a new business, expanding an existing business, or remodeling the interior or exterior of their current location (commercial space). To participate, a small business shall submit a program application to the Development Services Department for review and approval, subject to the program requirements listed below.

American Rescue Plan Act (ARPA) Background: The ARPA Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. The allocation to the City of Arcadia totaled \$8,864,856. One allowable use of these funds is to provide financial assistance to small businesses to assist them and the community at large with economic recovery. In September 2022, the Arcadia City Council approved the allocation of \$250,000 in ARPA funds for the Small Business Permit Assistance Program.

Program Eligibility Requirements:

- Located within the city limits of Arcadia
- Independently owned and operated businesses
- Classified as a retail business, restaurant, recreation or entertainment use, gastropub or bar, general personal service business, or other related use based on the City of Arcadia Development Code
- No more than 50 full-time equivalent (FTE) employees
- Located at a commercial or mixed-use zoned property¹
- Has a bona fide ground-floor commercial storefront²

Eligibility Exclusions:

- Any national chain that is not locally franchised
- Businesses with no bona fide ground-floor commercial storefront
- Businesses located in residential zones
- Any adult business, massage parlor, pawn shop, bail bond service, or other use inconsistent with the program eligibility requirements outlined above
- Businesses located outside the city limits of Arcadia

Funding Limits and Permitted Use of Funds: Funding allocated to this program will pay up to \$5,000 in planning application fees and/or building permit fees for small businesses when opening a new business, expanding a current business, or making physical improvements to their existing place of business. Planning application fees include those for Conditional Use Permits (\$3,000), Minor Use Permits (\$1,225), Design Review of major façade improvements (\$1,525), Design Review of new business signage (\$400), and other commonly required business entitlements. Eligible building permit fees include fees for plan-check review, tenant improvement permits, and other construction permit and inspection fees required when building out or renovating an existing commercial space.

Processing & Approval: Program applications shall be submitted to the Development Services Department for review. Applications will be accepted on an ongoing basis with approval subject to funding availability and consistency with the program guidelines and requirements. A business may receive a maximum of \$5,000 in reduced fees over the life of this program.

¹ Commercial or Mixed-Use Zoned Property includes all types of commercial, industrial, and mixed-use zoning

² Bona fide ground-floor commercial storefront is defined as a commercial space that has a ground-floor direct public entrance to the outside of the building.



STAFF REPORT

Development Services Department

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Philip A. Wray, Deputy Director of Development Services/City Engineer

SUBJECT: REPORT, DISCUSSION, AND DIRECTION CONCERNING THE
BALDWIN AVENUE STREETScape IMPROVEMENT PROJECT
Recommendation: Provide Direction

SUMMARY

At the June 7, 2022, City Council Meeting, the City Council discussed adding a project to the Capital Improvement Program to improve the Baldwin Avenue parkways between Huntington Drive and Camino Real Avenue. The City Council requested the preparation of a cost estimate for a three-phased improvement program for consideration. The cost estimate has been prepared and is provided as an attachment to the staff report. Total costs for all three phases and possible additions to the scope would exceed \$3.6 million.

If the City Council is interested in pursuing a project, the next step would be to determine funding options from available sources. It is recommended that the City Council provide direction concerning further action on the Baldwin Avenue Streetscape Improvement Project.

BACKGROUND

In 2004, the City administered a project to improve the segment of Baldwin Avenue between Duarte Road and Naomi Avenue. This project was intended to restore and beautify this block fronting the Hub Center and was completed in cooperation with the owner of the Center, who granted the City an additional 10-foot dedication for street widening. The project included widening the west side of Baldwin Avenue to maintain parking on both sides of the street and add a raised center median, remove and replace sidewalks and street trees, and add a midblock crosswalk with bulb-outs, decorative seat planters, pilasters and benches similar to the streetscape amenities along portions of Huntington Drive. This project cost over \$600,000 for the one block of Baldwin Avenue.

As part of the 2016-17 Fiscal Year Capital Improvement Program, the City Council approved the Baldwin Avenue Streetscape Improvement Project. This project was included at the City Council's direction with a scope to remove and replace the street

trees and damaged sidewalks, curbs and gutters. The budgeted amount was \$650,000 in Capital Outlay Funds. The project was delayed for several years due to funding concerns through the budget process and then was ultimately suspended indefinitely at the height of the COVID-19 pandemic due to the uncertainty of City revenues in the aftermath of the pandemic.

Instead of the full Streetscape Improvements project, in 2021, the Development Services Department undertook a smaller project to make minor improvements to the Baldwin Avenue parkways to create their own identity and add some aesthetic value to the area at a minimal cost. The improvements include banners on streetlight poles, bike racks, painting traffic signal cabinets with artwork, removing old newspaper racks, and removing the most problematic Ficus trees. All improvements are complete except for the bike racks, which have been delivered and will be installed imminently.

As part of this work, eight of the most destructive Ficus trees were removed and sidewalk repairs were made on a short segment of parkway on the eastside of Baldwin Avenue just south of Huntington Drive. This segment was identified as a high priority for sidewalk repairs and was selected as a pilot project for a comprehensive repair approach. The work included removing and replacing two trees that had significantly uplifted and damaged the sidewalk, grinding the stumps, removing old news racks and benches, removing all old concrete and asphalt sidewalk and replacing it with new concrete. The work made a significant difference to aesthetics and safety.

At the 2022-23 Fiscal Year budget adoption hearing on June 7, 2022, the City Council discussed adding back a Baldwin Avenue Streetscape Improvement project to the budget. At that meeting, the City Council requested a cost estimate for a three-phased improvement plan as follows:

Phase 1

- Remove and replace all the trees
- Remove and replace the damaged sidewalks

Phase 2

- Install electrical lines in sidewalk to light the trees
- Add benches
- Add trash receptacles

Phase 3

- Add bulb-outs similar to those on Huntington Drive
- Add decorative crosswalks at intersections

DISCUSSION

A full evaluation was conducted of the existing conditions along Baldwin Avenue and a scope of work was assembled to meet the improvement plan identified above. A comprehensive cost estimate was prepared for each item of work. The cost estimate is

included as Attachment No. 1 to the Staff Report. Each of the proposed phases is explained in more detail below:

Phase 1 – Street tree removal and replacement and sidewalk removal and replacement

The cost for tree removal and replacement includes the following:

- **Extensive root removal and stump grinding.** From experience on previous tree removal projects like this, the roots tend to be very intrusive and conflict with underground utilities and drainpipes.
- **Irrigation for the trees.** Irrigation to each tree is included because it is nearly impossible to provide the necessary irrigation manually due to the time and staffing commitment involved and access constraints.
- **New trees.** The new trees will be provided at no cost per the County of Los Angeles, but there is a cost for installation

The cost for sidewalk removal and replacement includes the following:

- Protecting, raising, or removing and replacing the utility boxes
- Cost to protect or replace under-sidewalk roof drains from adjacent buildings
- Cost to remove and replace concrete curb and gutter uplifted by the trees
- Cost to remove and replace all driveways to ADA accessible standards

It should be noted that most but not all sidewalks are estimated to be removed and replaced. There are a few segments that are in very good condition and consistent in appearance.

The estimated cost for Phase 1 is \$1,626,575, including contingencies.

Phase 2 – Electrical lines to light the trees, and the addition of benches and trash receptacles

This phase includes installing conduit and electrical wiring under the sidewalk with pull boxes at strategic locations and at each tree well for future connections to each tree. If this is desired, it is recommended that it be included in Phase 1 instead of Phase 2 because the most cost-effective and least disruptive time to install the conduit is after the sidewalk is removed and before it is replaced, as opposed to trenching in the new sidewalk or the street at a later date.

The estimated cost for the Electrical installation is \$334,000. The estimated cost for the remainder of Phase 2, adding 10 benches and Trash Receptacles, is \$50,000. Therefore, **the total estimated costs for Phase 2 projects would be \$384,000.**

Phase 3 - Bulb-outs and Decorative Crosswalks

Bulb-outs are not recommended for Baldwin Avenue between Huntington Drive and Duarte Road. A portion of Baldwin Avenue is used annually for the Band Review and bulb-outs would reduce the usable width. Also, Baldwin Avenue is only 66 feet wide curb-to-curb and cannot accommodate four travel lanes, a center two-way left turn lane and parking on both sides. The current configuration has a no-parking lane on the west side and the travel lane is adjacent to the curb, so there is no room for bulb-outs. There are bulb-outs on Baldwin Avenue between Duarte Rd. and Naomi Avenue as mentioned above, but that is due to the widening of Baldwin Avenue for that segment. South of Naomi Avenue, Baldwin Avenue is relatively the same as north of Duarte Road and cannot accommodate bulb-outs without major impacts to the street.

The estimated cost for Phase 3 is \$400,000, but this only involves the addition of decorative pavers at four Baldwin Avenue signalized intersections, at Fairview Avenue, Duarte Road, Naomi Avenue and Camino Real Avenue.

Taken together, **the full cost of the three phases described above including contingencies is estimated at \$2,459,118.**

There are additional items that could be considered if the City Council wishes to explore improvements similar to those recently installed in Downtown Arcadia on Huntington Drive and First Avenue. These items include:

- Decorative Pedestrian lights (129 spaced every 50 feet): \$993,300
- Lights installed in the trees: \$204,000
- Undergrounding of the existing overhead street light wires: cost unknown, subject to SCE Cost estimate but expected to be significant

In total, if all phases and options were implemented, the total project cost would exceed \$3.6 million.

ENVIRONMENTAL ANALYSIS

This project scope and cost estimate is not an approved and budgeted project yet. If the City Council decides to appropriate funding and direct staff to proceed with a project, the environmental analysis will be conducted at that time.

FISCAL IMPACT

Previous parkway and sidewalk projects were not eligible for use of streets and transportation funding, and thus were limited to primarily Capital Outlay (General Fund) funds. However, in recent years, County Measures R and M, each half-cent sales tax measures for transportation purposes, have been given broader eligibility requirements

that include sidewalks and parkway improvements. The City receives annual local return funding from both Measures to spend on transportation projects.

Measure M is currently committed to streets and traffic signal projects with a current fund balance of approximately \$250,000. The City initially earmarked its Measure R funding to support the cost of the Arcadia Transit system, but because the revenues have exceeded the additional transit expenses, there is a current fund balance of approximately \$1.5 million that is expected to grow to over \$2.5 million over the next five years.

In addition, there are over \$2 million in American Rescue Plan Act (“ARPA”) funds unallocated at this time, which could be applied to this project if desired.

If the City Council is interested in pursuing a project, the next step will be to propose funding options to match the preferred scope of work and determine an appropriate mix of funding. Depending on the urgency and timing of this project and the available funds, other programmed projects may be impacted.

RECOMMENDATION

It is recommended that the City Council provide direction concerning further action on the Baldwin Avenue Streetscape Improvement Project.

Approved:


Dominic Lazzaretto
City Manager

Attachment No.1: Baldwin Avenue Streetscape Improvement Project Cost Estimate



BALDWIN AVENUE STREETScape IMPROVEMENTS PROJECT
COST SUMMARY
August 17, 2022

Phase 1 Costs	
Remove and replace all the trees 48 remove and replace @ \$4,400 8 installation only @ \$500 Note: No cost for new trees through LA County	\$215,200
Install irrigation to the trees	\$213,600
Remove and replace sidewalks – 54,600 SF @ \$12/SF	\$655,200
Protect or replace damaged building roof drains – 635 LF @ \$15/LF	\$9,525
Remove and replace uplifted curbs and gutters – 500 LF @ \$50/LF	\$25,000
Repair or raise utility boxes – 88 @ \$800 each	\$70,400
Remove and replace corner ADA access ramps – 17 total	\$77,000
SUB-TOTAL	\$1,265,925
Mobilization, Traffic Control, Erosion Control	\$105,000
Construction Estimate Total	\$1,370,925
15% Contingency	\$205,650
Design	\$50,000
Phase 1 Total	\$1,626,575
Phase 1A Costs	
Phase 1A – Install Electrical Conduit and pull boxes in sidewalk for future lighting	\$334,000
Phase 2 Costs	
Phase 2 – 10 sets of Bench and Trash Receptacles @ \$5,000/set	\$50,000
Phase 3 Costs	
Phase 3 – Decorative Paver Crosswalks 4 Signalized Intersections – all crossings	\$400,000
Additional Considerations	
Install Pedestrian Lighting	\$993,300
Install Tree Lights	\$201,100
Underground existing street light wires	Needs SCE Design
Total Costs – All Phases & Options	
Total Costs (excluding Undergrounding costs)	\$3,604,975