

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, February 21, 2023, 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

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

PUBLIC COMMENTS (5-minute time limit each speaker)

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

STUDY SESSION

- a. Report, discussion, and direction concerning potential mixed-use development at 325 N. Santa Anita Avenue.

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

1. CALL TO ORDER

2. INVOCATION

Reverend Eva Thai-Erwin, Church of the Good Shepherd

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation of Mayor’s Certificates to the Arcadia High School Constitution Team for placing first at the Southern California regional competition.

8. PUBLIC HEARING

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

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

- a. Direct the Los Angeles County Agricultural Commissioner to abate nuisances upon those properties located in the City of Arcadia and approve the annual Weed Abatement Property List.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7477 approving Appeal No. 22-06, overturning the Planning Commission’s denial of a new, two-story, cape cod style single-family home with a categorical exemption under the California Environmental Quality Act (“CEQA”) at 1225 Oaklawn Road.
CEQA: Exempt
Recommended Action: Adopt
- c. Resolution No. 7479 updating the City’s Business License fees to reflect the changes in the Consumer Price Index (“CPI”) for 2023.
CEQA: Not a Project
Recommended Action Adopt

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. Special Meeting Minutes of February 4, 2023, and Regular Meeting Minutes of February 7, 2023.

CEQA: Not a Project

Recommended Action: Approve

- b. Building Forward Grant Fund Resolutions for the Family Restroom Project at the Arcadia Public Library.

Resolution No. 7481 authorizing the grant application, acceptance, and execution of the grant funds from the State of California Budget Act of 2021 (SB 129).

CEQA: Not a Project

Recommended Action: Adopt

Resolution No. 7482 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Family Restroom Project in the amount of \$90,000, offset by a reduction in the Capital Outlay Reserve Fund.

CEQA: Not a Project

Recommended Action: Adopt

- c. Resolution No. 7483 adopting a list of public places to meet the publication requirements for ordinances, legal notices, and other public notices of the Arcadia City Charter.

CEQA: Not a Project

Recommended Action: Adopt

- d. Professional Services Agreement with Dr. Angelica Loza-Gomez, M.D., PC., to provide Medical Director Services for the Fire Department in the amount of \$30,000.

CEQA: Not a Project

Recommended Action: Approve

- e. Contract with Carrier Corporation for the removal and installation of a new hot water boiler at lower City Hall in the amount of \$91,145.

CEQA: Not a Project

Recommended Action: Approve

- f. Contract with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$85,500.
CEQA: Not a Project
Recommended Action: Approve

12. ADJOURNMENT

The City Council will adjourn in memory of Arcadia Historical Society Board Member Connie Russell to March 7, 2023, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

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

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

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

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

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

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

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

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

欢迎参加阿凯迪亚市议会会议!

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

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

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

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

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

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

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



STAFF REPORT

Office of the City Clerk

DATE: February 21, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: DIRECT THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER TO ABATE NUISANCES UPON THOSE PROPERTIES LOCATED IN THE CITY OF ARCADIA AND APPROVE THE ANNUAL WEED ABATEMENT PROPERTY LIST
CEQA: Not a Project
Recommendation: Approve

SUMMARY

On February 7, 2023, the City Council adopted Resolution No. 7480 declaring its intent to abate weeds, brush, rubbish and refuse from various private properties within the City, and scheduled February 21, 2023, as the time to hear objections from the owners of such properties to the proposed removal of flammable and otherwise noxious material.

As required by the California Government Code, the Los Angeles County Agricultural Commissioner (“County”) mailed public hearing notices to all affected property owners. The attached Exhibit “A” identifies the properties requiring weed abatement by street address, or the general location if a street number has not been assigned. A representative from the Los Angeles County Agricultural Commissioner’s office will be present to address any questions the City Council may have regarding this matter.

It is recommended that the City Council direct the Los Angeles County Agricultural Commissioner to abate nuisances upon those properties located in the City of Arcadia and approve the Annual Weed Abatement Property List.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the County abating and removing nuisances from those properties located in the City of Arcadia. Charges are assessed directly to property owners who have their properties abated by the County.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act; and direct the Los Angeles County Agricultural Commissioner to abate nuisances upon those properties located in the City of Arcadia and approve the Annual Weed Abatement Property List.

Attachment: Exhibit "A" – County Declaration Property List

Exhibit "A"

2023
LOS ANGELES COUNTY DECLARATION LIST
CITY OF ARCADIA
KEY OF 7, CITY CODE 035 (UNIMPROVED)

DATE: 01/03/23

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5765 002 015	CANYON RD	NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5765 002 016	CANYON RD	NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5771 001 902	CANYON RD	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
5773 007 009	153 E SANTA CLARA ST	KOEPER, JOSEF TR	153 W LEMON AVE	ARCADIA CA	91007
5779 015 041	E DUARTE RD	CHIEN, CHEN F A CO TR	1604 SHENANDOAH RD	SAN MARINO CA	91108
5779 018 040	201 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5779 018 050	203 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5784 020 014	LEROY AVE	KOLOVOS, GEORGE P TR	12424 WILSHIRE BLVD STE 1040	LOS ANGELES CA	90025
8532 013 026	DURFEE AVE	289 NORTH ROBERTSON BLVD. II LLC	PO BOX 3765	BEVERLY HILLS CA	90212
8532 013 027	DURFEE AVE	289 NORTH ROBERTSON BLVD. II LLC	PO BOX 3765	BEVERLY HILLS CA	90212
8532 013 029	DURFEE AVE	289 NORTH ROBERTSON BLVD. II LLC	PO BOX 3765	BEVERLY HILLS CA	90212
8532 016 001	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 003	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 004	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 022	CLARK ST	LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8572 002 005	314 E LIVE OAK AVE	WU, YI-SHUEN M & SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8572 002 007	LIVE OAK AVE	WU, YI-SHUEN M & SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8573 024 005	122 E LIVE OAK AVE	NORTH AMERICA DONHENG HOLDING INC	411 E HUNTINGTON DR STE 107	ARCADIA CA	91006
8573 024 006	128 E LIVE OAK AVE	NORTH AMERICA DONHENG HOLDING INC	411 E HUNTINGTON DR STE 107	ARCADIA CA	91006
TOTAL RECORDS					19



STAFF REPORT

Development Services Department

DATE: February 21, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7477 APPROVING APPEAL NO. 22-06,
OVERTURNING THE PLANNING COMMISSION'S DENIAL OF A NEW,
TWO-STORY, CAPE COD STYLE SINGLE-FAMILY HOME AT 1225
OAKLAWN ROAD
CEQA: Exempt
Recommendation: Adopt

SUMMARY

The Appellant, Alex Hou (Agent for the Property Owner – 800 Hampton, LLC), is appealing the Planning Commission's denial of a new 6,138 square foot, two-story, Cape Cod style residence with an attached four-car garage, and several covered porches totaling 1,075 square feet, at 1225 Oaklawn Road. The project was originally approved by the Santa Anita Oaks Architectural Review Board ("ARB"). The Planning Commission voted 3-2 to approve Appeal No. HOA 22-05, overturning the ARB approval of the proposed new home. The Planning Commission determined that the project was inconsistent with the City's Single-Family Residential Design Guidelines. The Appellant filed an appeal of the Planning Commission's decision on December 22, 2022.

It is recommended that the City Council find that the proposal adheres to the City's Single-Family Residential Design Guidelines and adopt Resolution No. 7477 approving the appeal, thus overturning the Planning Commission's decision.

BACKGROUND

The subject property is a 21,243 square foot interior lot that is located in the Santa Anita Oaks Homeowner's Association area. The property is zoned R-0, Very Low Density Residential, and the General Plan land use designation is Residential. Surrounding properties are zoned R-0 and consist of one and two-story homes on this street. The property currently has an existing 2,595 square foot, one-story house built in 1951.

Architectural Review Board (“ARB”)

The development of a new home in a Homeowners’ Association area is subject to review by the ARB at a noticed public hearing. On January 10, 2022, the Applicant’s Architect, Philip Chan, filed a regular review application with the ARB for a new, two-story, Cape Cod style home on behalf of the property owner. The project is described in the next section.

Prior to the ARB public hearings, the Applicant revised the plans in response to several requests from the ARB Chair. These revisions included changing the architectural style from Tudor to Cape Cod, reducing the second-floor area by 50% and increasing side setbacks, reducing the size of the south facing, second story windows, and shifting the second story mass more toward the rear of the home.

The ARB discussed the item at two meetings on July 21, 2022, and September 13, 2022 (Refer to Attachment No. 4 of Exhibit No. 4 for the ARB Findings and Meeting Minutes). Multiple residents attended both meetings and expressed concerns about having a two-story residence in their neighborhood, that the proposed architectural style was still too massive, that the home is out of scale with the other homes in the neighborhood, and that there may be potential privacy issues for the house located next door to the south at 1215 Oaklawn Road.

After several rounds of comments and two public hearings, the ARB conditionally approved the new residence with a 3-2 vote at their September 13, 2022, hearing. A total of six conditions of approval were placed on the project by the ARB, and they were:

1. Reduce size of pilasters in the front yard and remove the lights.
2. Provide detail on the landscape plan of the proposed plantings.
3. Remove the spillway to the pool.
4. Replace demolished fence with a vinyl fence at the easement line, located at rear of property.
5. Remove the rear deck.
6. Remove the balcony for privacy reasons.

The most recent version of the plans, which can be seen in Exhibit No. 5, reflect all the changes per the ARB’s conditions of approval.

ARB Findings

The ARB Findings and Action Report stated that several of the findings could not be made, despite the ARB approving the Project. The findings were written by the ARB Chair and reflected the position of the dissenting Board Members and not the findings of the majority, who voted in favor of the Project. While this is unusual, the record clearly shows that a majority of the ARB – three members – voted to approve the Project and, therefore, could make all the necessary findings. Notwithstanding the ARB’s decision or

findings, the Planning Commission heard the item de novo, making any inconsistency between the ARB's written findings and decision moot.

Planning Commission

On September 26, 2022, within the 10-day appeal period, the Appellants filed an appeal of the ARB's approval of the new house. Refer to Attachment No. 3 of Exhibit No. 4 (The Planning Commission Staff Report packet) for the original Appellants Appeal letter. The Appellants consisted of seven nearby property owners.

On November 22, 2022, the appeal was heard by the Planning Commission. Four of the seven Appellants and a civil engineer hired by Shirley Chi, an Appellant, spoke at the public hearing against the project. The Appellants stated that the proposed home was too massive and was inconsistent with the streetscape, that it would tower over the adjacent properties, and that the second story was not sufficiently small or pushed back from the front of the home. The project applicant and a representative for the property owner spoke in favor of the project, stating that the design had been substantially changed in response to multiple requests from the ARB, including reducing the size of the second story, increasing side setbacks, removing or reducing windows, and changing the architectural style from Tudor to Cape Cod.

Following consideration of all the facts, details, and public comments, the Planning Commission found the project incompatible with the neighborhood and inconsistent with the City's Residential Design Guidelines (refer to the Planning Commission Minutes – Exhibit No. 3; For the Planning Commission Staff Report and all the relevant attachments, please see Exhibit No. 4). The Planning Commission voted 3-2 to approve the appeal and thereby deny approval of the new home at 1225 Oaklawn Road with Vice Chair Tsoi and Commissioner Hui dissenting.

The Planning Division had recommended that the Planning Commission deny the appeal and approve the new home at 1225 Oaklawn Road. As such, this recommendation was reflected in draft Resolution No. 2106, which was attached to the November 22, 2022, Staff Report. In addition to approving the appeal, the Planning Commission directed staff to prepare a new resolution incorporating the Commission's findings and decision. In response to this direction, staff prepared Resolution No. 2111, which was approved by the Planning Commission with a vote of 5-0 at the December 13, 2022, meeting. Refer to Attachment No. 1 of Exhibit No. 4 for Resolution No. 2111 and the findings made to deny the appeal.

On December 22, 2022, within the 10-day appeal period, the Appellant, Alex Hou, filed an appeal of the Planning Commission's decision to deny the new two-story home (refer to Exhibit No. 2). The Appellant objects to the Planning Commission's decision and states that the findings made were incorrect. The Appellant states that the project is consistent with the Single-Family Residential Design Guidelines including form, mass, architectural style, height, articulation, and façade details. The Appellant also states that

the home is compatible with the surrounding neighborhood as there are larger homes along the street, a newly approved home at 1311 Oaklawn Road with a similar Floor Area Ratio (“FAR”), and 10 other two-story homes in the vicinity. Furthermore, the Appellant has stated that the home has been designed to minimize the appearance of it being a two-story house, hiding the visibility of the mass from the street.

DISCUSSION

The Project considered by the Planning Commission consists of a two-story, 6,138 square foot, Cape Cod style single family residence. The residence will have five bedrooms, five-and-one-half bathrooms, and a 926 square foot attached four-car garage. See Figure 1 below for an architectural rendering of the proposed house. Refer to Exhibit No. 5 for the architectural plans.



Figure 1: Architectural rendering of the proposed house as seen from Oaklawn Road

The first floor will be approximately 4,047 square feet (excluding the garage) and consists of a foyer, library, great room, kitchen with a pantry and wok kitchen, family room with a wet bar and wine cellar, elevator shaft and staircase providing access to the second story, a guest powder room, two bedrooms each with a closet and bathroom, home theater, and a laundry room. The second story will be 2,091 square feet and consists of two bedrooms that each contain a closet and bathroom, a master suite with walk-in-closet and bathroom, an open den/loft, elevator, and high-ceiling areas open to the first story below. Overall, the proposal does not exceed the maximum allowable Floor Area Ratio (“FAR”) of 6,798 square feet or the maximum lot coverage.

The proposed front yard landscaping will include a new circular driveway and a paved pedestrian path. Three existing mature oak trees will remain, while the new turf, mulch, and plants will be installed underneath and around the driplines of the oak trees. New plantings are proposed along both sides and the rear property boundary. None of the

protected trees will be removed and a Protected Tree Encroachment Permit will be required for the three oak trees in the front yard.

In his appeal letter, the Appellant states that the Planning Commission findings are not accurate and contradict the Single-Family Residential Design Guidelines.

Below is a listing of the Appellant's comments, shown in italics, along with an analysis of each issue raised.

- 1. The proposed project is consistent with the applicable standards of the Single-Family Residential Design Guidelines. The design is based on some of the key elements written in the Design Guidelines such as site planning principles and neighborhood context, form and mass, architectural style, height, bulk, and scale, rooflines, entries, articulation, and façade details.*

The proposed home is consistent with the Single-Family Residential Design Guidelines. The project is located in a neighborhood with homes of varying architectural styles and sizes even though the neighborhood does contain a majority of older, single-story ranch-style homes. Newer homes in the neighborhood are typically two-stories, not ranch-style, and are larger than the original ranch houses.

In terms of architectural style, the two-story Cape Cod-style home is generally architecturally consistent within the neighborhood context. Similar design features are shared with neighboring homes and include horizontal siding, tall windows, wainscoting, and use of faux-wood shake shingles. These features help the home blend in with the existing streetscape. The most significant difference is the visible roof slope which is 10:12. Ranch house roofs typically have a shallow pitch with a 3:12 or 4:12 slope, which emphasize the low-horizontal nature of that style of architecture. However, use of a steeper roof pitch allows for the second story to be incorporated into the roof, visually reducing the dominance of the second floor.

With respect to the massing of the proposed house, the second story has been adequately stepped back from the front and sides of the proposed first story and is not visually dominant. The visual massing of the home is minimized by setting the second floor back 8'-3" from the first floor and by placing the second story within the roof along the front of the home, while the majority of the second story is setback at least 76 feet from the front property line and is "hidden" behind the front roof. The home also contains significant articulation, particularly on the second story, which reduces the massing of the home and preserves the privacy of neighboring properties.

Regarding building height, the proposed home will be 26'-6" high, which is less than the maximum allowed 30'. Adjacent properties are single-story Ranch houses, which have heights of approximately 14'. Oaklawn Road slopes from north-to-south, creating a change in grade between properties of around four feet. This change in grade emphasizes the height difference between the proposed two-story home and the

A new, two-story home was approved by the ARB at 1311 Oaklawn Road on October 20, 2021. The proposed size of that new home is 6,340 square feet, which is 302 square feet less than the maximum allowable of 6,742 square feet for that property, and its height is 27'-6". The street contains 10, two-story homes (29% of homes) – existing and approved – of varying ages, sizes and architectural styles.

The proposed home includes a second story that has been stepped back from the front of the home and which is hidden within the roof form along the front of the building. The use of a steeply pitched roof to “hide” the second story helps to de-emphasize the two-story appearance of the home. In addition, most of the second story mass is setback at least 20' from the front of the ground floor, further reducing the second story's visibility from the street. The second story setbacks significantly exceed the minimum required, specifically on the southern side of the home, which faces the downslope property. The minimum allowed second story setback is 20'-7". The minimum second story setbacks provided are 22'-1" on the northern side and 26'-6" on the south side; however, the majority of second story setbacks exceed 28'. The large setbacks not only provide articulation and reduce massing but also help maintain the privacy of neighboring properties. Figure 3 below shows the footprints of the levels of the home.



Figure 3: Footprint of the proposed house shown with reference to the location of adjacent properties. First floor shown in blue. Second story outlined in red.

To further reduce the visibility of the home from neighboring properties, at least an 8 foot hedge is to be planted along the northern and southern property lines (refer to Condition of Approval No. 4). Three large, existing oak trees in the front yard will be retained and protected to reduce the visibility of the home from the street.



Figure 4: View from the street. The existing large oak trees will help screen the new house.

PLANNING COMMISSION HEARING

On November 22, 2022, the Planning Commission considered Appeal No. HOA 22-05 of the Santa Anita Oaks Architectural Review Board's approval of a new two-story home at 1225 Oaklawn Road. The Planning Commission carefully considered all the facts, points of appeal, the neighborhood characteristics, the public comments, and the Single-Family Residential Design Guidelines, and ultimately found, on a divided vote, the Project to be inconsistent with the objectives of the Design Guidelines and incompatible with the neighborhood. They determined that the overall mass and scale was inappropriate for the neighborhood.

Specifically, Chair Thompson felt that, although some of the findings could be made, the home was not harmonious with the neighborhood. He felt that the mass and scale of the house were inconsistent with the neighborhood, the home was much larger than the average home along the street, and that the second story was not sufficiently pushed back, per the Single-Family Design Guidelines. Commissioner Tallerico and Commissioner Wilander agreed with the comments made by Chair Thompson. In addition, Commissioner Wilander said that although there were two-story homes, most were single-story, and that six out of ten adjacent neighbors expressed their opposition to the Project, which should be taken into consideration by the Planning Commission.

Vice Chair Tsoi said that the home has successfully concealed much of the mass within the design, and that the home did not appear out of scale from view of the street. In addition, the change in grade along the street makes it difficult to have a consistent building height, but that the designer had made many changes to reduce its mass.

Commissioner Hui concurred with Vice Chair Tsoi and also stated that the neighborhood contains various, existing two-story homes where the second story is not set back substantially.

Chair Thompson made a motion to approve the appeal and overturn the ARB approval of a new, two-story, Cape Cod-style house at 1225 Oaklawn Road. The motion was seconded by Commissioner Tallerico. The Planning Commission voted 3-2 to approve the appeal, with Vice Chair Tsoi and Commissioner Hui dissenting – refer to Exhibit No. 3 and 4 for the Planning Commission Minutes and Staff Report for the November 22, 2022, Planning Commission Meeting.

The original Staff Report to the Planning Commission recommended approval of the project and concurrence with the ARB decision. The Staff Recommendation remains the same: to approve the project subject to the conditions of approval listed below and based on the findings provided in the subsequent section. For the findings made by the Planning Commission to support their recommendation to deny the project, please see Attachment No. 1 of Exhibit No. 4.

1. The Property Owner/Applicant shall comply with the Santa Anita Oaks ARB conditions of approval that were listed in their ARB Findings and Actions Report, dated September 13, 2022.
2. The project shall be developed and maintained by the Property Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved by the ARB for a new, two-story single-family residence at 1225 Oaklawn Road, subject to the satisfaction of the Deputy Development Services Director or designee.
3. The project shall comply with the City's Water Efficient Landscaping Ordinance ("WELO"). The Property Owner/Applicant shall submit landscaping plans and all WELO documentation with the building plans for plan check in Building Services.
4. Prior to issuance of a Certificate of Occupancy, the Property Owner/Applicant shall plant tall, mature hedges along the perimeter of the property along the north and south side yard areas. The species and box size shall be indicated on the landscape plan submitted for building plan check and shall be to the satisfaction of the Deputy Development Services Director or designee. The hedges shall be at least 8 feet tall prior to the issuance of a Certificate of Occupancy.
5. The Property Owner/Applicant shall file a Protected Tree Permit application with the City within 45 days of this approval and the Property Owner/Applicant shall comply with all the recommended measures and conditions of approval imposed by the Certified Arborist that prepared the report and the City to ensure no portion of the proposed development will harm the healthy protected trees. If any of the protected trees do not survive as a result of this development, the City has

the ability to require a large mature oak tree or trees to replace any failed existing tree prior to issuance of a Certificate of Occupancy. The size and location shall be determined by the Deputy Development Services Director, or designee, and the City's Certified Arborist.

6. To the maximum extent permitted by law, the Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with the new Cape Cod house ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the project.

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

condition shall remain in effect if the entitlement(s) related to this project is rescinded or revoked whether at the request of the Applicant, or not. Approval of the house shall not be of effect unless the Property Owner/Applicant has executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has denied the appeal. The Acceptance Form is to indicate awareness and acceptance of the conditions of approval.

FINDINGS

Section 9107.19.050 of the Development Code requires that the Review Authority may approve a Site Plan and Design Review application, only if it first makes all the following findings:

- 1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.**

Facts to Support This Finding: The subject site is zoned R-0, Very-Low Density Residential Zone, which allows for the development of a single-family residence. The new two-story house will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor area ratio. Therefore, the new development will be in compliance with all the applicable standards and regulations in the Development Code.

- 2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.**

Facts to Support This Finding: The Santa Anita Oaks ARB and the City's Planning Division determined that the new two-story house as well as the overall mass and scale of the home, are consistent with the City's Single-Family Residential Design Guidelines. The new house will be compatible with the other homes on the street, as the street is comprised of one and two-story homes and reflects a variety of architectural styles and forms. The architectural style on this house, Cape Cod, was chosen and approved by the ARB since the style hides a large portion of the second story at the front of the home, and the large side setbacks and extensive articulation serve to further reduce the visual mass of the home. The existing three very large mature oak trees in the front yard will help further mitigate the mass and scale from the street. Therefore, the proposed development will be consistent with the objectives and standards of the Single-Family Design Guidelines.

- 3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.**

Facts to Support This Finding: The new two-story home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised of ranch and various other architectural styles including French, Traditional/Colonial, and Tudor. The Cape Cod-style house is consistent with the City's design guidelines in terms of form, roof, articulations, and design features and details. The architectural design, overall articulation, extensive front yard landscaping including retention of three large, existing oak trees, and large second story setbacks help minimize the scale, soften the appearance of the home, and allow for consistency with the neighborhood. The Santa Anita Oaks ARB and the City's Planning Division found that the Cape Cod architectural style is appropriate for the neighborhood; that the home had sufficient articulation; and that the façade detailing, windows, doors, colors and materials are suitable for the home.

4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.

Facts to Support This Finding: The circular driveway will provide efficient access to the four-car garage at the northern side of the home. Parking is easily accessible from the new driveway and will allow for easy vehicular ingress and egress to the site. The proposed landscaping will complement the architectural design, provide screening along the side and rear property lines, and is consistent with landscaping in the neighborhood.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.

Facts to Support This Finding: The proposed project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The project is in compliance with the City's Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the other homes in the immediate vicinity. The site layout and design are harmonious with the neighborhood as the proposed home meets or exceeds all required setbacks. The visual mass of the home is softened by "hiding" the second story within the roof at the front of the house. Large second story setbacks on the southern façade and use of clerestory windows will limit any overlooking or privacy issues with the adjacent property to the south. Extensive new landscaping throughout will complement the home and provide additional screening along both side and rear property lines. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on- or off-site are expected from this project. Therefore, the proposed home will be consistent with the City's Single-Family Residential Design Guidelines and General Plan.

For the reasons stated in this report, it is recommended that the City Council approve the project and thereby overturn the decision of the Planning Commission to deny the proposed two-story home at 1225 Oaklawn Road.

ENVIRONMENTAL ANALYSIS

The proposed project qualifies as a Class 3 Categorical Exemption per the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a new single-family home. Refer to Exhibit No. 7 for the Preliminary Exemption Assessment.

PUBLIC NOTICE/COMMENTS

Public hearing notices for this item were mailed on February 9, 2023, to the property owners located within 300 feet of the subject property. Pursuant to the provisions of CEQA, the public hearing notice was published in the Arcadia Weekly on February 9, 2023. As of February 16, 2023, staff has received one comment from the public (Refer to Exhibit No. 6).

FISCAL IMPACT

Any decision on the appeal would have no significant fiscal impact.

RECOMMENDATION

It is recommended that the City Council make the required findings and adopt Resolution No. 7477 approving Appeal No. 22-06, overturning the Planning Commission’s denial of a proposed two-story, Cape Cod-style single-family home with a Categorical Exemption under the California Environmental Quality Act (“CEQA”) at 1225 Oaklawn Road, subject to the Conditions of Approval listed above.

Approved:



Dominic Lazzaretto
City Manager

Exhibit No. 1	Resolution No. 7477
Exhibit No. 2	Appeal Application and Letter, dated December 22, 2022
Exhibit No. 3	Planning Commission Minutes for the November 22, 2022, Meeting
Exhibit No. 4	Staff Report for the November 22, 2022, Planning Commission Meeting, including the following attachments:

- No. 1 Resolution No. 2111 (Approved December 13, 2022)
- No. 2 Aerial Photo with Zoning Information & Photos of Subject Property and Vicinity
- No. 3 Appeal Letter from Appellants, dated September 19, 2022
- No. 4 ARB Findings and Action Report and ARB Meeting Minutes for July 21, 2022, and September 13, 2022
- No. 6 Preliminary Arborist's report
- No. 7 Preliminary Exemption Assessment
- Exhibit No. 5 Architectural Plans approved by the Santa Anita Oaks Architectural Review Board
- Exhibit No. 6 Public comment
- Exhibit No. 7 Preliminary Exemption Assessment

Exhibit No. 1

Resolution No. 7477

RESOLUTION NO. 7477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING APPEAL NO. 22-06, OVERTURNING THE PLANNING COMMISSION'S DENIAL OF A NEW, TWO-STORY, CAPE COD STYLE SINGLE-FAMILY HOME WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") AT 1225 OAKLAWN ROAD

WHEREAS, on January 10, 2022, a Regular Review Application was filed with the Santa Anita Oaks Architectural Review Board ("ARB") by Philip Chan on behalf of the property owner, 800 Hampton LLC, for the Project; and

WHEREAS, on July 21, 2022, the Santa Anita Oaks ARB held a duly noticed public hearing on the Project. Four (4) neighbors attended the meeting, expressing concerns that the mass, scale and architectural style of the house were inconsistent with the neighborhood, that the house would create privacy issues for the adjacent property to the south – 1215 Oaklawn Road, and that the Findings could not be made. The ARB continued the hearing to allow the architect to make the necessary changes to the project; and

WHEREAS, on September 13, 2022, the Santa Anita Oaks ARB held a second hearing and after reviewing the revised plans and the neighbors' concerns, the ARB conditionally approved the new home with a 3-2 vote on the basis that the proposed project is consistent with the City's Single Family Residential Design Guidelines and that the project complies with all the regulations; and

WHEREAS, on September 26, within the 10-day appeal period, the Project was appealed by Shirly Chi (owner of 1215 Oaklawn Road), Jill and Steve Hisey (owners of 515 Arbolada Drive), Feizhi Chen and Angela P. Lin (owner of 521 Arbolada Drive), Dr. Gary and Karen Jacobsen (owners of 1201 Oaklawn Road), Maurice and Beverly Stewart

(owners of 1212 Oaklawn Road), Drs. Hymavathi and Narandranath Reddy (owners of 1220 Oaklawn Road), and Dr. David and Keppie Sullivan (owners of 1320 Oaklawn Road) appealing the ARB approval of the Project; and

WHEREAS, on November 9, 2022, Planning Services completed an environmental assessment for the proposed project in accordance with the California Environmental Quality Act ("CEQA") and recommends that the Planning Commission determine that the proposed project qualifies as a Class 3 Categorical Exemption under CEQA pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a single-family home; and

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

WHEREAS, following consideration of all testimony and evidence including staff reports and attachments, the Planning Commission overturned the Homeowners' Association approval and approved Homeowners' Association Appeal No. HOA 22-05 with a 3-2 vote on the basis that the Project was not consistent with the Single-Family Residential Design Guidelines in terms of mass, scale, and overall design and that they could not make three of the five required findings. The Planning Commission directed Staff to prepare a Resolution incorporating the Planning Commission's findings for the Project; and

WHEREAS, on December 13, 2022, the Planning Commission approved Planning Commission Resolution No. 2111, which incorporated the Planning Commission's findings for the Project; and

WHEREAS, on December 22, 2022, within the 10-day appeal period, the denial of the Project was appealed by Alex Hou (“Appellant”) on behalf of the property owner, 800 Hampton LLC, appealing the Planning Commission’s decision; and

WHEREAS, on February 21, 2023, a duly noticed public hearing was held by the City Council, to consider the appeal, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, the City Council considered the ARB Findings and Action Report, Planning Commission staff report, the City Council staff report, attachments, and all evidence and testimony presented at the public hearing.

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

SECTION 1. The factual data submitted by the Community Development Division in the staff report dated February 21, 2023, are true and correct.

SECTION 2. The City Council finds, based upon the entire record, pursuant to Section 9107.19.050 of the Arcadia Development Code, all of the following findings can be made.

1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.

FACT: The subject site is zoned R-0, Very-Low Density Residential Zone, which allows for the development of a single-family residence. The new two-story house will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor

area ratio. Therefore, the new development will be in compliance with all the applicable standards and regulations in the Development Code.

2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.

FACT: The Santa Anita Oaks ARB and the City's Planning Division determined that the new two-story house, as well as the overall mass and scale of the home, are consistent with the City's Single-Family Residential Design Guidelines. The new house will be compatible with the other homes on the street, as the street is comprised of one and two-story homes, and reflects a variety of architectural styles and forms. The architectural style on this house, Cape Cod, was chosen and approved by the ARB since the style hides a large portion of the second story at the front of the home, and the large side setbacks and extensive articulation serve to further reduce the visual mass of the home. The existing three very large mature oak trees in the front yard will help further mitigate the mass and scale from the street. Therefore, the proposed development will be consistent with the objectives and standards of the Single-Family Design Guidelines.

3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.

FACT: The new two-story home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised of Ranch and various other architectural styles including French, Traditional/Colonial, and Tudor. The Cape Cod style house is consistent with the City's design guidelines in terms of form, roof, articulations, and design features and details. The architectural design, overall articulation, extensive front yard landscaping

including retention of three large, existing oak trees, and large second story setbacks help minimize the scale, soften the appearance of the home, and allow for consistency with the neighborhood. The Santa Anita Oaks ARB and the City's Planning Division found that the Cape Cod architectural style is appropriate for the neighborhood, that the home had sufficient articulation, and that the façade detailing, windows and doors, and colors and materials are suitable for the home.

4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.

FACT: The circular driveway will provide efficient access to the four-car garage at the northern side of the home. Parking is easily accessible from the new driveway and will allow for easy vehicular ingress and egress to the site. The proposed landscaping will complement the architectural design, provide screening along the side and rear property lines, and is consistent with landscaping in the neighborhood.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.

FACT: The proposed project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The project is in compliance with the City's Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the other homes in the immediate vicinity. The site layout and design are harmonious with the neighborhood as the proposed home meets or exceeds all required setbacks. The visual mass of the home is softened by "hiding" the second story within the

roof at the front of the house. Large second-story setbacks on the southern façade and use of clerestory windows will limit any overlooking or privacy issues with the adjacent property to the south. Extensive new landscaping throughout will complement the home and provide additional screening along both side and the rear property lines. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on or off-site are expected from this project. Therefore, the proposed home will be consistent with the City's Single-Family Residential Design Guidelines and General Plan.

SECTION 3. Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), this Project is a Class 3 Categorical Exemption for the construction of a new single-family home per Section 15303(a) of the CEQA Guidelines.

SECTION 4. For the foregoing reasons, the City Council determines that the Project is Categorically Exempt under the California Environmental Quality Act ("CEQA") Section 15303(a), Class 3, and approves the appeal, overturning the Planning Commission's decision to deny the new 6,138 square foot, two-story Cape Cod style residence with an attached four-car garage, and several covered porches totaling 1,075 square feet at 1225 Oaklawn Road, subject to the conditions of approval attached hereto.

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

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 21st day of February, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

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RESOLUTION NO. 7477

Conditions of Approval

1. The Property Owner/Applicant shall comply with the Santa Anita Oaks ARB conditions of approval that were listed in their ARB Findings and Actions Report, dated September 13, 2022.
2. The project shall be developed and maintained by the Property Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved by the ARB for a new, two-story single family residence at 1225 Oaklawn Road, subject to the satisfaction of the Deputy Development Services Director or designee.
3. The project shall comply with the City's Water Efficient Landscaping Ordinance ("WELO"). The Property Owner/Applicant shall submit landscaping plans and all WELO documentation with the building plans for plan check in Building Services.
4. Prior to issuance of a Certificate of Occupancy, the Property Owner/Applicant shall plant tall, mature hedges along the perimeter of the property along the north and side yard areas. The species and box size shall be indicated on the landscape plan submitted for building plan check and shall be to the satisfaction of the Deputy Development Services Director or designee. The hedges shall be at least 8 feet tall prior to the issuance of a Certificate of Occupancy.
5. The Property Owner/Applicant shall file a Protected Tree Permit application with the City within 45-days of this approval, and the Property Owner/Applicant shall comply with all the recommended measures and conditions of approval imposed by the Certified Arborist that prepared the report and the City to ensure no portion of the proposed development will harm the healthy protected trees. If any of the protected trees do not survive as a result of this development, the City has the ability to require a large mature oak tree(s) to replace the existing tree(s) prior to issuance of a Certificate of Occupancy. The size and location shall be determined by the Deputy Development Services Director, or designee and the City's Certified Arborist.
6. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with the new Cape Cod house ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf,

which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

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

Exhibit No. 2

Appeal Application and Letter, dated
December 22, 2022



CITY OF
ARCADIA

APPEAL NO. 22-06

APPEAL APPLICATION

SUBJECT OF APPEAL

APPLICATION TYPE AND NUMBER(S): Appeal of resolution 2111

PROJECT ADDRESS: 1225 Oaklawn Rd, Arcadia

DATE THE DECISION BEING APPEALED WAS RENDERED: Resolution adopted on Dec 13th 2022

APPELLANT INFORMATION

NAME Alex Hou
(Appellant First & Last Name)

MAILING ADDRESS 1165 Altura Terrace

CITY Arcadia STATE CA ZIP 91007

PHONE 626-665-0120

E-MAIL alexh@ibuypower.com

OWNER INFORMATION

NAME 800 Hampton LLC
(Owner First & Last Name)

MAILING ADDRESS 1165 Altura Terrace

CITY Arcadia STATE CA ZIP 91007

PHONE _____

E-MAIL _____

APPEAL INFORMATION:

In accordance with the procedures set forth in the Municipal Code of the City of Arcadia, I hereby appeal the decision of the following review authority:

- Director or Designee's Decision Planning Commission
 Modification Committee Homeowner's Association (please specify):

PLEASE ANSWER THE FOLLOWING:

On a separate sheet, explain specifically **what** action(s) you are appealing and the **reason** for the appeal.

SIGNATURES

The appellant hereby declares under penalty of perjury that all the information submitted for this appeal is true and correct.

Appellant Signature _____

Date 12/22/22

Property Owner Signature _____

Date 12/22/22

FOR OFFICE USE ONLY

Date Filed 12/22/22 Receipt No. 13376-22 Amount \$ 676- Received By 8

CITY OF ARCADIA APPEAL APPLICATION

INSTRUCTIONS AND FILING REQUIREMENTS WORKSHEET

REASON FOR APPEAL

- Is the entire decision or only parts of it being appealed? Entire Part
Are specific conditions of approval being appealed? Yes No

If Yes, list the condition number(s) here: _____

Attach a separate sheet(s) providing your reasons for the appeal and specifically state the point(s) at issue.

FILING REQUIREMENTS/ADDITIONAL INFORMATION

In order for an appeal to be processed without delay, the appeal application must include the following materials. To ensure that the appeal application is complete, please check-off the boxes next to the following required materials:

- Completed appeal application form
- An Ownership Disclosure is required if the property is owned by a corporation, partnership, trust, or non-profit. The disclosure must reveal the agent for service of process or an officer of the ownership entity. The disclosure must list the names and addresses of all the owners and you must attach a copy of the current corporate articles, partnership agreement, trust, or non-profit document, as applicable.
- Filing fee
- Reason for Appeal
- A Radius Map and Property Owner's List and Labels (If the appeal is by the applicant and/or property owner)
 - The radius map accompanying the application must show each lot within the required radius of the property involved. Each lot must be consecutively numbered to correspond to the property owners list as explained below.
 - Property owners list and labels of the subject property as well as all properties within the radius.
 - The property owners list and labels should be typewritten and must include each owner's name, mailing address, and property assessment identification numbers (AIN).
 - Each property owner's name on this list must be numbered to correspond with the numbering placed on the aforesaid radius map.
- HOA Appeals: ARB Findings and Action form is required when the applicant and/or property owner is filing the appeal.
- Architectural Plans

Please note that a Planner may contact you if additional information is necessary prior to the hearing.

OWNERSHIP DISCLOSURE

for

800 Hampton, LLC

Agent of Service of Process:

Name: Alex Hou

Address: 1165 Altura Terrace, Arcadia CA 91007

Owner(s):

Name: Alex Hou

Address: _____

Name: Susan Hou

Address: 1165 Altura Terrace, CA Arcadia CA 91007

Managing Member:

Name: Susan Hou or Alex Hou

Reasons for Appeal of Resolution 2111 and Planning Commission's decision for the proposed home at 1225 Oaklawn Rd Arcadia

Some of the facts in the resolution are not accurate and contradicts with the Single-Family Residential Design Guidelines. The homeowner and applicant has been working diligently with the HOA for over a year to get the project approved. However, the Planning commission denied the project without giving us an opportunity to work together to address their concerns.

- Item 2 of section 1

The proposed project is consistent with the applicable standards of the Single-Family Residential Design Guidelines. The design is based on some of the key elements written in the Design Guidelines such as: Site planning principles and neighborhood context, form and mass, architectural styles, high, bulk, and scale, rooflines, entries, articulations, and façade details.

- Item 3 and 5 of section 1

The proposed project is compatible w the surrounding neighborhood properties and developments. The largest homes on the block are over 10,000sf in living area, and a recent approved project on 1311 Oaklawn Rd is 6,742sf FAR. Furthermore, there are 10 properties with 2-story homes on the block of Oaklawn Rd. The proposed design is a one and a half story structure, which provides visual harmony to nearby properties. The stepped back of the 2nd floor in the proposed design also minimize the appearance of a two-story home. Some of these examples are also illustrated on page 15 of the design guidelines. The mass of the 2nd floor is hidden inside the roof of the design, hiding the visibility of the mass from the street.

Exhibit No. 3

Planning Commission Minutes for the
November 22, 2022, Meeting



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

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

ROLL CALL

PRESENT: Chair Thompson, Vice Chair Tsoi, Hui, Tallerico, and Wilander

ABSENT: None

SUPPLEMENTAL INFORMATION FROM STAFF REGARDING AGENDA ITEMS

There were none.

PUBLIC COMMENTS (5 minute time limit per person)

There were none.

PUBLIC HEARING

1. **Resolution No. 2105** – Approving Conditional Use Permit No. CUP 22-08 for a new tattoo shop at 1010 S. Baldwin Avenue #203
Recommendation: Adopt
CEQA: Determine to be Exempt

Applicant: Everett Lara

MOTION- PUBLIC HEARING

Chair Thompson introduced the item and Associate Planner Edwin Arreola presented the staff report.

The Commissioners had no questions for staff.

Everett Lara, Applicant, introduced himself and provided some background on his experience in the tattoo industry and his interest in opening his own shop in Arcadia.

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

DISCUSSION

Commissioner Tallerico had no issues with the project.

Commissioner Wilander appreciated the Applicant's enthusiasm for opening a business in the city and positive experience working in another city. She had no concerns with the project.

Vice Chair Tsoi agreed with the other Commissioners.

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

Commissioner Hui had no questions and added that she was pleased to hear the Applicant has fifteen years of experience in the industry.

Chair Thompson agreed with the rest of the Commission and was in support of the item, adding that there have been no outstanding issues with the business in other cities, and that there is sufficient parking for the use.

MOTION

It was moved by Commissioner Wilander, seconded by Chair Tsoi to adopt Resolution No. 2105, thereby approving Conditional Use Permit No. CUP 22-08 for a new tattoo shop at 1010 S. Baldwin Avenue #203, and that the proposal satisfies the requisite findings.

ROLL CALL

AYES: Chair Thompson, Vice Chair Tsoi, Hui, Tallerico, Wilander
NOES: None
ABSENT: None

There is a 10 day appeal period after the adoption of the Resolution. Appeals are to be filed by 5:30 p.m. on Monday, December 5, 2022.

- Resolution No. 2106** – Homeowner's Association Appeal No. 22-05 appealing the Santa Anita Oaks Homeowners' Association Architectural Review Board's approval of a new two-story, Cape Cod style home with an attached four-car garage at 1225 Oaklawn Road
Recommendation: Adopt and Deny the Appeal
CEQA: Determine to be Exempt

Appellants: Shirly Chi, Jill and Steve Hisey, Feizhi Chen and Angela P Lin, Dr. Gary and Karen Jacobsen, Maurice and Beverly Stewart, Drs. Hymavathi and Narandranath Reddy, and Dr. David and Keppie Sullivan

MOTION- PUBLIC HEARING

Chair Thompson introduced the item and Planning Manager Fiona Graham presented the staff report.

Commissioner Tallerico asked for details on the findings for the project that the Homeowners Association Architectural Review Board (ARB) was not able to support. Ms. Graham replied that while some of the findings were not supported, the majority of the Board Members voted to approve the project.

Commissioner Wilander asked Ms. Graham to confirm that while the ARB did not make all findings required for the project, did they approve the project? Ms. Graham replied they did.

City Attorney Steve Deitsch added that since three of the ARB members voted to approve the project, it can be assumed that they made all the findings for the project. He added that the Planning Commissioners should review the project tonight and determine if they can make all five findings for the project.

Commissioner Hui asked if the ARB's decision regarding the findings would be discussed tonight. Mr. Deitsch answered that the reasonings behind the ARB's findings should not be considered, and that it is up to the Commissioners to determine if they are able to make the findings themselves.

There were no further questions by the Commissioners.

Three speakers spoke on behalf of all the Appellants – Shirley Chi, Kevin Lai, and Mike Stewart.

Dr. Chi is a homeowner at 1215 Oaklawn Road and next-door neighbor to the proposed project, introduced herself and provided additional documents to the Commissioners.

Mr. Stewart whose parents live at 1212 Oaklawn Road, was first to speak and introduced himself as the son of a neighbor. Representing his parents who live across the street from the project site. Mr. Stewart explains he does not oppose the project but disapproves the size of the home. He explains a trend appears to be allowing bigger and bigger homes, which will increase the footprint of homes over time. He mentions the Oak Trees in the front of the property will be spared but can be difficult to do construction around the trees.

Mr. Li spoke next, a licensed civil engineer for Cal Land Engineers. Mr. Li explained that his team conducted a building height survey, and that the average height of existing homes is 15 feet. The plans depicting this was presented to the Planning Commission. The roof pitch on the house will be higher than the elevation of the existing home. Based on his analysis and calculations he concluded the proposed two-story property does not conform to neighbors' homes along Oaklawn Road.

Commissioner Tallerico asked if there was anything that was shown in the plans not in compliance with the Code?

Mr. Li responded that he was not aware of any code violations for this project.

Commissioner Tallerico agreed and he did not think there were any violations based on the Staff Report.

Dr. Chi made the following points:

1. According to the General Plan Guidelines: "No development exists in isolation every act of construction affects and is affected by it's surroundings. Every development should be evaluated for its compatibility the area of influence may be considered as small as to include buildings directly next door." Dr. Chi asked the Planning Commission to not consider the project as a stand-alone building but in relation to the neighborhood.
2. The renderings do not match the renderings and the top of the gable roof appears to be at the same level or higher than the ridge of the house.
3. The property owner is an investment group, a Limited Liability Company (LLC) and that an investment group usually wants to maximize their profit in their investment by building a large building.
4. The ARB findings were not consistent with the guidelines in four (4) areas: Site Planning Principles and Neighborhood Context, Forms and Mass Guidelines, Frontage Conditions, and

Height, Bulk and Scale. Given the incongruence of the ARB report and the fact that so many neighbors expressed concerns about the mass of this proposed home, she felt the Architect and the LLC group should go back and look for ways to redesign the home so that it would be harmonious in their neighborhood.

5. The Santa Anita Oaks ARB Findings and Actions were not included in the staff report and provided a copy of it to the Planning Commission.

Chair Thompson asks if the Commissioners have any questions for Dr. Chi.

Ms. Flores, Planning & Community Development Administrator stated that Dr. Chi mentioned a couple of times that the Santa Anita Oaks ARB Findings and Action form was not included in the staff report. Ms. Flores stated it was attached, and it can be found under Attachment No. 4.

Chair Thompson asked if there were any other Appellants who would like to speak.

Dr. David Sullivan who resides at 1320 Oaklawn Road, supports the comments of the other Appellants regarding the mass and scale, especially for the Santa Anita Oaks area. Dr. Sullivan and his wife feel they live in a community of investment properties and vacant homes, and they do not make good neighbors. He asked that the Commission listen to the voices of the people who live in the immediate vicinity of these properties.

Jill Hisey who lives directly behind the property at 515 Arbolada Drive, has lived there for 26 years. Their concern was the easement and privacy issue from the balcony. Overall concern is that this project would not invite long term neighbors and may disrupt the environment they currently have.

Chair Thompson asked if there was anyone who would like to speak in favor of the proposal.

The Applicant and Architect of the project, Philip Chan from PDS Studio spoke on behalf of the property owner. Mr. Chan presented some images and renderings of the proposed project. He explained that they have changed the design several times since January based on the ARB comments to decrease the mass and scale of the appearance. Mr. Chan described the timeline of the process and how it eventually got approved. He even made the second floor smaller to make the size of the house less noticeable. In response to Commissioner Tallerico's earlier question, not only did they meet the existing code, but the project also exceeds the minimum requirements. As an Architect not only do they focus on the numbers but also on design, and all the factors that will make a design successful to blend in with the neighborhood. He believes the Cape Cod style is architecturally consistent with the neighborhood. Though Cape Cod style was not the homeowners desired design, it was the best option to satisfy both the homeowner and the ARB.

Commissioner Tallerico asked Mr. Chan if there was anyone in favor of the project? Mr. Chan said neighbors tend to be more vocal when they are not in favor of a project. So, they have not come across someone who was in favor of the design.

Chair Thompson asked Ms. Flores if the drawings in attachment No. 5 were the most current. Ms. Flores confirmed they were. Chair Thompson stated the roof pitch appears to be higher on the drawings than the rendering. Ms. Flores stated that renderings are perspectives, so they are not always a true depiction of what an elevation looks like. Commissioner Tsoi added that elevation can be very misleading because they are flat, whereas the renderings are drawn in perspective.

Commissioner Wilander asked how far the new building will be from the property line is. Mr. Chan responded that it is approximately 10-12 feet away from the property line.

Jack Ing, representing the homeowners, is long time Arcadia resident who lives at 1729 Alta Oaks Drive. He clarifies that the owner is not an investment group but are local and longtime residents who are building their dream home. They are more than willing to accommodate neighbors as much as possible.

Chair Thompson asked if the representatives from the ARB would like to speak on this project. None chose to spoke.

Chair Thompson asked if the Appellants would like to respond to any of the comments before they close the public hearing.

Dr. Chi responded and provided additional information on the LLC. According to the documents, the property is owned by an LLC with more than two owners.

Mr. Li added that the roof is 12.5 feet higher than the original elevation and the ARB did not think it conformed to the neighborhood.

Commissioners did not have any additional questions for the Appellants.

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

DISCUSSION

Mr. Deitsch, the City Attorney, emphasized how important it was to make the five (5) required findings. This is a du novo hearing, a new hearing, and to forget everything about the ARB. The Commission must determine if they can make the five findings (or not) based on the facts and evidence presented at the hearing. If one or more findings cannot be made based on facts that are set forth tonight, then an explanation must be provided why the findings cannot be made. This is a land use decision; they must meet zoning and land use requirements of the City. The Commission cannot base their decision on who owns the property or speculate whether the home may become vacant or not. He reiterated that the five findings are for land use considerations only.

Commissioner Tallerico asked Mr. Deitsch about the massiveness of the home in term of the law.

Mr. Deitsch responded that there is some subjectivity involved in terms of what the Development Code alludes to, and what the finding alludes to in whether this house is compatible with the neighborhood. For example, the neighbors pointed out the home on either side of the project property are Ranch style homes, however the staff report states there are also two-story and newly developed homes on the street. Staff also pointed out there is no view ordinance in the City of Arcadia, however the Appellants pointed out there are provisions in the Development Code that allow some flexibility in regard to things like that which are more subjective.

Commissioner Wilander said although the code allows for two-story homes, in driving through the neighborhood she felt it was primarily one-story homes. She further stated that although the Oak trees that will cover the front of the house, the size and mass will still be visible when driving from the north to south on this street. The mass and scale of the house does seem inconsistent with the rest of the neighborhood.

Vice Chair Tsoi stated there are subjective and objective standards when considering whether new homes are compatible with the neighborhood. And based on subjective standards a home is never going to be found compatible, but if a homeowner must build a two-story home this architectural style is probably the most compatible. He believes the Architect tried very hard to address the neighbors' concerns, and he has shown that he has modified the design. One of the challenges is the elevation change between lots and the situation does not help when trying to determine the compatibility of the proposed home. If both lots were level, the ridgeline of neighboring homes would appear less massive for some neighbors and greater for others depending on the difference in elevation. Having the 12-foot hedges is a good addition to help mitigate the difference. Last, he mentioned the Oak trees will help conceal the scale as the view will mostly be trees.

Commissioner Hui agreed with Vice Chair Tsoi. She drove by the neighborhood and noticed the newer two-story houses with lesser setback on the second floor. But the progress the Architect made to the design does show the effort that was made to make the house more compatible. In terms of the LLC, it does not necessarily determine whether the property owners will live in the house or not. Some people choose to make it an LLC for privacy reasons, and there are other benefits to putting a home into an LLC and not just for investment purposes.

Chair Thompson believes the HOA's and ARB's are here to help protect a harmonious development within the neighborhoods. He further stated he can certainly make two findings. The first is finding no. 1 that the proposed development will be in compliance of all applicable development standards and regulations in the Development Code. The second one is finding no. 4 and that is the proposed development will have the adequate and efficient site layout in terms of access vehicular circulation in parking and landscaping. However, he could not make the other three findings based on the General Plan guidelines and the Single-Family Residential Guidelines in terms of architectural styles, scale, mass, and features, as stated below:

1. Item A, the location, configuration, and size of new buildings and structures for the alteration or enlargement of existing structures should be visually harmonious with respective sites and compatible with the character of their surroundings.
2. Item F, in neighborhoods with existing smaller homes, new homes should be designed with a greater first floor area with additional setbacks in the second story in the new structure.
3. Item I, construction of new homes and additions to existing homes should consider the potential for impacts on privacy of neighbors. A new second-story home or addition is proposed within the predominantly one-story neighborhood, second-story massing should be located to the rear side of the home to minimize appearance of a second story.
4. Finally, the proposed height and bulk should respect the existing structures on neighboring properties and not overwhelm them with disproportionate size and scale.

Chair Thompson mentioned the average size of the home on Oaklawn Road is 3,718 square feet. There are three homes that are larger than the proposed home, two of which are at the very north-end of the cul-de-sac and both homes are on approximately one-acre lots that are double the size of subject lot.

There is only one property larger than the subject site that is not on a one-acre lot. Chair Thompson broke down the proposed square footage of the subject site and it is much larger than the average square footage in the neighborhood. However, he believes this lot can sustain a living area that was proposed, it just needs some work. Because he found this design is not compatible with the design guidelines, he could not make findings no. 2, 3, and 5.

Commissioner Wilander pointed out there were six out of ten neighbors who were in opposition of the project. She said despite allowing two-story homes in the neighborhood, the opposition of neighbors should be considered.

Chair Thompson pointed out the property approved at 1311 Oaklawn Road pushed the second floor back and has a setback 30 feet. This project did more to mitigate the mass and scale.

Vice Chair Tsoi mentioned that it is probably the case because of the architectural style that they chose. He mentions the subject site has done enough to conceal the mass, because looking at the sides of the house he cannot tell the size of the house, even though from the front the size and mass are visible. But compared to homes proposed 10 years ago, this project is appealing and while the house is large the property is also very big.

MOTION

It was motioned by Commissioner Hui and seconded by Vice Chair Tsoi to deny the appeal and uphold the ARB approval of the proposal which is to deny the Appeal HOA 22-05 stating that the proposed project is exempt under California Environmental Quality Act (CEQA) in consistent with the City Design Guidelines for Resolution 7272 and adopt Resolution 2106.

ROLL CALL

AYES: Hui, Tsoi
NOES: Tallerico, Wilander, Thompson
ABSENT: None

Motion failed.

Chair Thompson made a new motion to approve appeal and overturn ARB approval and find project is inconsistent with the City's design guidelines and findings 2, 3, and 5 cannot be made. Seconded by Commissioner Tallerico.

ROLL CALL

AYES: Tallerico, Wilander, Chair Thomson
NOES: Hui, Tsoi
ABSENT: None

Motion is approved.

Ms. Flores stated the new resolution will be brought back to the Commission at their next Planning Commission meeting for adoption, followed by a 10-day appeal period.

CONSENT CALENDAR

3. Minutes of the November 8, 2022, Regular Meeting of the Planning Commission

Recommendation: Approve

It was moved by Commissioner Wilander, seconded by Commissioner Tallerico to approve the minutes of the November 8, 2022, Planning Commission Regular Meeting.

ROLL CALL

AYES: Hui, Tallerico, Wilander, Vice Chair Tsoi, Chair Thompson
NOES: None
ABSENT: None

The motion was approved.

MATTERS FROM CITY COUNCIL LIAISON

Council Member Tay had left early.

MATTERS FROM THE PLANNING COMMISSONERS

Commissioner Tallerico asked Ms. Flores if they can discuss the findings and reconsider their decision before they adopt the Resolution.

Mr. Deitsch pointed out Robert's Rules of Order, which allows for a motion to reconsider under certain circumstances. Robert's Rules says you can only entertain a motion to reconsider at the meeting of the action at the next meeting, but not thereafter. The motion to reconsider the decision has to be made by one of the Commissioners that voted in the majority. But it can be seconded by any Commissioner.

Commissioner Wilander asked why there are so many tattoo shops proposed in Arcadia.

Ms. Flores stated that these were all evaluated by the Planning Commission on a case-by-case basis through a CUP, and the ones that are active were found to be an appropriate use in that location.

Commissioner Hui asked about the appeal period for the appeal.

Ms. Flores explained that the 10-day appeal period does not begin until after the Resolution has been adopted, which is at the December 13, 2022, meeting.

MATTERS FROM ASSISTANT CITY ATTORNEY

Mr. Deitsch had nothing to report.

MATTERS FROM STAFF INCLUDING UPCOMING AGENDA ITEMS

Ms. Flores informed the Commission that before them were hard copies of the updated Development Code from the recent text amendments.

There will be two items for the December 13 meeting, a CUP for a thrift shop and a CUP for a larger canopy, gas pumps, and a new convenience store.

Ms. Flores also informed tonight was Janessa's last meeting as she has accepted a new position for Public Works Department. She introduced Administrative Assistant, Ivette Torres who will take on Janessa's role.

This is also Mr. Deitsch last Planning Commission meeting as he is retiring at the end of December.

Mr. Wray, our City Engineer is also retiring, and his last day is December 29, 2022.

ADJOURNMENT

The Planning Commission adjourned the meeting at 8:54 p.m., to Tuesday, December 13, 2022, at 7:00 p.m. in the City Council Chamber.



Brad Thompson
Chair, Planning Commission

ATTEST:  _____
Lisa Flores
Secretary, Planning Commission

Exhibit No. 4

Staff Report for the November 22, 2022,
Planning Commission Meeting, including
Attachment Nos. 1 – 4, & 6 – 7.



STAFF REPORT

Development Services Department

DATE: November 22, 2022

TO: Honorable Chair and Planning Commission

FROM: Lisa L. Flores, Planning & Community Development Administrator
By: Fiona Graham, Planning Services Manager

SUBJECT: RESOLUTION NO. 2106 – APPEAL NO. HOA 22-05 APPEALING THE SANTA ANITA OAKS HOMEOWNER’S ASSOCIATION’S DECISION OF A NEW TWO-STORY, CAPE COD STYLE HOME WITH AN ATTACHED FOUR-CAR GARAGE AT 1225 OAKLAWN ROAD
Recommendation: Adopt and Deny the Appeal
CEQA: Categorically Exempt

SUMMARY

The Appellants, Shirly Chi (owner of 1215 Oaklawn Road), Jill and Steve Hisey (owners of 515 Arbolada Drive), Feizhi Chen and Angela P. Lin (owner of 521 Arbolada Drive), Dr. Gary and Karen Jacobsen (owners of 1201 Oaklawn Road), Maurice and Beverly Stewart (owners of 1212 Oaklawn Road), Drs. Hymavathi and Narandranath Reddy (owners of 1220 Oaklawn Road), and Dr. David and Keppie Sullivan (owners of 1320 Oaklawn Road), are appealing the Santa Anita Oaks Homeowner’s Association Architectural Review Board (ARB) approval for a new 6,138 square foot, two-story, Cape Cod style residence with an attached four-car garage, and several covered porches totaling 1,075 square feet at 1225 Oaklawn Road. It is recommended that the Planning Commission adopt Resolution No. 2106, thereby denying the appeal and upholding the Santa Anita Oaks ARB’s decision.

BACKGROUND

The subject property is a 21,243 square foot interior lot that is located in the Santa Anita Oaks Homeowner’s Association area. The property is zoned R-0, Very Low Density Residential, and the General Plan land use designation is Residential. Surrounding properties are zoned R-0 and consist of one and two-story homes on this street. The property currently has an existing 2,595 square foot, one-story house built in 1951 - refer to Attachment No. 2 for an Aerial Photo with Zoning Information and Photos of the Subject Property and Surrounding Properties.

A Certificate of Demolition was approved in May 2016 as part of a previous proposal on the property. The evaluation by an Architectural Historian found that the existing residence has no historical significance because it is common in type and style.

On January 10, 2022, the Applicant's Architect Philip Chan filed a regular review application with the ARB for a new home on behalf of the property owners, Yaping Zhu, Dawen Gao, and Yan Zhao.

According to the meeting minutes that were provided by the ARB (refer to Attachment No. 4), a total of four (4) residents attended the first ARB hearing on July 21, 2022, and six (6) residents attended the second hearing on September 13, 2022. Some of their main concerns had to do with the fact the residents did not want a two-story residence in their neighborhood, the proposed architectural style is still too massive and out of scale with the other homes in the neighborhood, and potential privacy issues for the house located next door, to the south, at 1215 Oaklawn Road.

The minutes also mentioned the changes that the Architect made to the house to address the neighbors and ARB concerns, and those changes were:

1. Changed the architectural style of the two-story house from Tudor to Cape Cod to help screen the second floor.
2. Reduced the second-floor area from 75% of the first-floor area to 52%, as shown on the current plans.
3. Provided greater second story setbacks to reduce the overall mass of the house.
4. Reduced the size of the second story windows on the south façade.
5. Shifted the second floor toward the back half of the house.
6. Reduced and simplified the front yard hardscape.

After several rounds of comments and two public hearings, the ARB conditionally approved the new residence with a 3-2 vote at their September 13, 2022, hearing – refer to Attachment No. 4 – ARB Findings and Action Report. A total of six (6) conditions of approval were placed on the project by the ARB, and they were:

1. Reduce size of pilasters in the front yard and remove the lights
2. Provide detail on the landscape plan of the proposed plantings
3. Remove the spillway to the pool
4. Replace demolished fence with a vinyl fence at the easement line that is located at rear of property
5. Remove the rear deck
6. Remove the balcony for privacy reasons

The most recent version of the plans, which can be seen in Attachment No. 5, reflects all the changes per the conditions of approval.

On September 26, 2022, and within the 10-day appeal period, the Appellants, Shirley Chi (owner of 1215 Oaklawn Road), Jill and Steve Hisey (owners of 515 Arbolada Drive), Feizhi Chen and Angela P. Lin (owner of 521 Arbolada Drive), Dr. Gary and Karen Jacobsen (owners of 1201 Oaklawn Road), Maurice and Beverly Stewart (owners of 1212 Oaklawn Road), Drs. Hymavathi and Narandranath Reddy (owners of 1220 Oaklawn Road), and Dr. David and Keppie Sullivan (owners of 1320 Oaklawn Road), filed an appeal of the ARB's approval of the new house.

The appeal states that the Appellants disagree with the ARB's decision since many of the findings could not be made, and that the home is inconsistent with the neighborhood with regard to mass, scale, and architectural style. Additionally, the property owner at 1215 Oaklawn Road has expressed concerns about the potential loss of privacy and views – refer to Attachment No. 3 – Appeal letter.

SANTA ANITA OAKS ARB'S APPROVAL

The ARB approved a two-story, 6,138 square foot, two-story Cape Cod style single family residence. The residence will have five bedrooms, five-and-a-half bathrooms, and a 926 square foot attached four-car garage. See Figure 1, below, for an architectural rendering of the proposed house.



Figure 1: Architectural rendering of the proposed house as seen from Oaklawn Road

The first floor will be approximately 4,047 square feet (excluding the garage) and consists of: a foyer, library, great room, kitchen with a pantry and wok kitchen, family room with a wet bar and wine cellar, elevator shaft and staircase providing access to the second story, a guest powder room, two bedrooms each with a closet and bathroom, home theater, and a laundry room.

The second story will be 2,091 square feet and consists of two bedrooms each with a closet and bathroom, a master suite with walk-in-closet and bathroom, an open den/loft, elevator, and high-ceiling areas open to the first story below.

Overall, the proposal does not exceed the maximum allowable Floor Area Ratio (FAR) of 6,798 square feet or the maximum lot coverage, as shown in the table below.

The table below outlines the project specifications.

	Development Standards	Approved
Floor Area Ratio:	6,798 square feet maximum (32%)	6,470 square feet
Lot Coverage:	7,435 square feet (35%)	6,078 square feet
<u>Setbacks:</u>		
Front	50' minimum (average of adjacent lots)	55'-5"
Side	10'-4" (1 st floor)	11' (north) 10'-4" (south)
	20'-7" (2 nd floor)	22'-1" (north) 26'-6" (south)
Rear	35' (1 st floor) 35' (2 nd floor)	59'-7" 63'-8"
Height:	30' maximum	26'-6"

The proposed front yard landscaping would include a new circular driveway and a paved pedestrian path. Three (3) existing mature oak trees will remain, while the new turf, mulch and plants will be installed underneath and around the driplines of the oak trees. New planting is proposed along both side and the rear property boundary. None of the protected trees will be removed. A Protected Tree Encroachment Permit will be required for the three (3) oak trees in the front yard. A preliminary arborist's report (refer to Attachment No. 6) states that the construction of a new home will have minimal impact on one of the oak trees that's not in the best health (tree no. 3), but it is expected to survive in its existing health if the protection measures are followed. Since the report did not include any measures, a complete Arborist report will be required, and the Applicant

has to comply with all the measures and replace the oak tree if it does not survive – refer to condition no. 3.

DESIGN REVIEW AUTHORITY

City Council Resolution No. 7272 clearly establishes Homeowners Association (HOA) specific development standards and design review procedures that apply to the properties within the five City-designated Homeowners' Association areas. City Council Resolution No. 7272 establishes, among other things, an ARB's design review authority for both "regular" and "short" review processes. Section 4.A.1 of Resolution No. 7272 specifies that the ARB shall have the authority to review and approve new structures, additions, alterations, or other façade improvements to existing structures. Section 5.B of Resolution No. 7272 sets forth standards for ARB decisions and appeals, and further establishes that the decisions of the ARB and any decision-making body hearing an appeal of an ARB decision shall be in accordance with Division 7 and 8 of the Development Code.

2010 Arcadia General Plan

The 2010 Arcadia General Plan Land Use and Community Design Element establishes the significance of urban design and neighborhood character to residents of Arcadia. According to the Arcadia General Plan, the City's character and amenities make Arcadia a very desirable place to live. One of the guiding principles of the Land Use and Community Design Element is that Arcadia's single-family and multifamily residential neighborhoods have given the City its identity as a *Community of Homes*. The City protects and preserves the character and quality of its neighborhoods by requiring harmonious design, careful planning, and the integration of sustainable principles. Further, the Land Use and Community Design Element contains specific policies related single-family development.

Relevant polices related to the project include:

- Policy LU-3.1: Protect the character of single-family residential neighborhoods through the preservation and improvement of their character-defining features. Such features include but are not limited to tree-lined streets, building orientation, sidewalks, and architectural scale and quality.
- Policy LU-3.5: Require that new construction, additions, renovations, and infill developments be sensitive to neighborhood context, building forms, scale, and colors.
- Policy LU-3.7: Ensure that the design and scale of new and remodeled single-family residential buildings are appropriate to their context.

Design Guidelines

Consistent with the Land Use and Community Design Elements goals and policies, City Council Resolution No. 7272 sets forth the City's Single-Family Residential Design Guidelines, which apply to all new construction and remodeling of single-family houses. The Single Family Design Guidelines contain specific guidelines related to the development of new homes, including:

- **Site Planning**
 - Guideline 1a. The location, configuration, size, and design of new buildings and structures, or the alteration or enlargement of existing structures, should be visually harmonious with their respective sites and compatible with the character and quality of their surroundings.

- **Forms and Mass**
 - Guideline 2g. Building elements that emphasize a structure's verticality are generally discouraged.
 - Guideline 2i. Where a new second-story home or addition is proposed within a predominantly one-story neighborhood, second story massing should be located to the rear or side of a home to minimize the appearance of the second story.
 - Guideline 2j. Proposed height and bulk should respect existing structures on neighboring properties and not overwhelm them with disproportionate size and scale.

- **Frontage Conditions**
 - Guideline 3c. Homes should not have significantly greater height and bulk at the front of a property than that of adjacent homes.

- **Height, Bulk and Scale**
 - Guideline 6d. Second floor massing should be stepped back to minimize impacts on adjacent neighbors and the streetscape.
 - Guideline 6f. Proposed first and second floor plate heights should consider existing plate heights established within the immediate neighborhood.

Santa Anita Oaks ARB Findings

In their approval, a majority of the ARB members were in favor of the project and found the new house to be consistent with the surrounding neighborhood in terms of mass, scale and architectural style, has sufficient articulation, and has appropriate landscaping, while the dissenting board members found the project to be inconsistent with the Single Family Design Guidelines due to massing, height, and scale and that the proposed two-story home would not complement the neighborhood and would tower 15 feet over the adjacent home – refer to Attachment No. 4 - Findings and Action Report, dated September 13, 2022.

The ARB did not have any concerns regarding the garage, driveway, and consistency of the windows, doors, roofline and façade details with the chosen architectural style.

ANALYSIS

The Appellants have stated that the new house should be denied for the following reasons: 1) The overall mass, scale, and Cape Cod architectural style of the house are not consistent with the immediate streetscape; 2) The ARB did not adhere to the findings in the Development Code that requires the ARB to make all the necessary findings; 3) The development is inconsistent with the City's adopted design guidelines; and 4) The proposed residence will cause a loss of privacy and view to the neighbors, particularly to the property directly south of the subject site.

The adjacent properties to the north and south – 1231 and 1215 Oaklawn Road, respectively – are both single story Ranch houses. Opposite the subject site are various houses consisting of one-story Ranch houses and two-story homes that have been remodeled or, in the case of 1300 Oaklawn Road, were newly constructed, and 1311 Oaklawn Road which was recently approved. More broadly, Oaklawn Road contains a total of 34 homes, most of which were built between 1950 and 1952, and predominately consists of single-story Ranch houses. Some original homes have been remodeled to include a second story, either retaining the original Ranch architectural style, or incorporating a new architectural style. The street also contains newer houses of varying architectural styles. Although Oaklawn Road has a strong predominance of single-story Ranch houses, the newer two-story homes are found throughout the street and reflect a variety of architectural styles and massing such that the proposed house would not be inconsistent with the streetscape. The proposed house would be the first Cape Cod style home on Oaklawn Road. See Figure 2, below, for a map identifying two-story houses in the street.

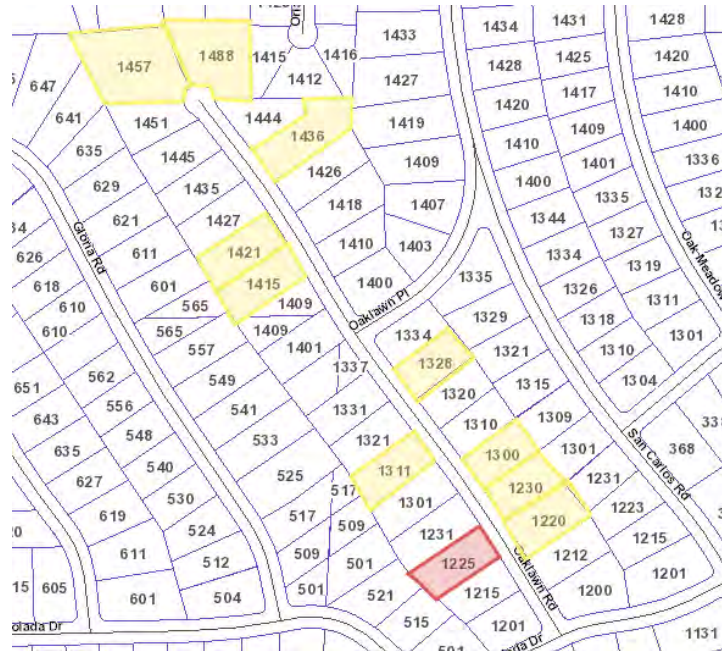


Figure 2: Location of two-story homes on Oaklawn Road. The subject property is highlighted in red.

With respect to the massing of the proposed house, the second story has been adequately stepped back from the front and sides of the proposed first story and is not visually dominant. The visual massing of the home is minimized by setting the second floor back 8'-3" from the first floor and by placing the second story within the roof along the front of the home, while the majority of the second story is setback at least 76 feet front the front property line and is "hidden" behind the front roof. Furthermore, the existing large mature oak trees that will remain substantially screens the home from the street, as shown below in Figure 3.



Figure 3: View from the street. The existing large oak trees will help screen the new house.

When viewed from the street, the project would not look significantly taller in height and bulky compared to the adjacent homes due to the greater side setbacks on both first and second floor, the natural incline of the street, and existing oak trees in the front yard area. In fact, this new house will be a foot lower in height than the new Prairie style house that was recently approved by the ARB at 1311 Oaklawn Road (26'-6" at 1225 Oaklawn vs. 27'-6" at 1311 Oaklawn Road). Therefore, the overall mass and scale is within the same range as the other new two-story homes that were approved recently by the ARB.

In terms of architectural style, the two-story Cape Cod style home is generally architecturally consistent within the neighborhood context. Similar design features are shared with neighboring homes and include horizontal siding, tall windows, wainscotting, and use of faux-wood shake shingles. These features help the home blend in with the existing streetscape. The most significant difference is the visible roof slope which is 10:12. Ranch house roofs are typically shallow with a 3:12 or 4:12 slope, which emphasizes the low-horizontal nature of that style of architecture. However, use of a steeper roof pitch allows for the second story to be incorporated into the roof, visually reduces the dominance of the second floor. Although the Appellant's appeal states the project is not compatible with the surrounding neighborhood, Oaklawn Road currently has two-story homes with diverse architectural elements meaning the proposed home will not be significantly different to other nearby homes. It is why the ARB found the style to be appropriate. See Figure 4 for architectural elevations.



Figure 4: Front (west) and southern elevations

One of the Appellants, at 1215 Oaklawn Road expressed concerns over a loss of privacy since that property is at a slightly lower elevation than the subject property. To ensure there was no privacy issues, the house was designed to have a greater second story setback of 26'-6" on the southern façade next to 1215 Oaklawn Road, thereby exceeding the minimum required setback by 5'-11". Also, the property at 1215 Oaklawn Road has a driveway on the side of the property, thereby resulting in a 35-foot setback between the home and second story of the new house, refer to Figure 5, below. Furthermore, the second story contains only small, clerestory windows on the southern façade (which were changed as a result of community comments after the first ARB hearing).



Figure 5: Footprint of the proposed house shown with reference to the location of adjacent properties. First floor shown in blue. Second story outlined in red.

These changes from the ARB did help mitigate the privacy issues between both properties. However, Staff is recommending that the hedges along the perimeter of the property within the north and side yard areas shall be maintained at a minimum height of 12 feet. A condition of approval to this effect has been proposed – refer to condition of approval no. 2.

One of the Appellants also raised concerns about the loss of views to the north from the property at 1215 Oaklawn Road. Although staff recognize that views from properties to scenic elements, such as the mountains, are valued in the community, the City does not have a view protection ordinance.

FINDINGS

Section 9107.19.050 of the Development Code requires that the Review Authority may approve a Site Plan and Design Review application, only if it first makes all the following findings:

- 1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.**

Facts to Support This Finding: The subject site is zoned R-0, Very-Low Density Residential Zone, which allows for the development of a single-family residence. The new two-story house will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor area ratio. Therefore, the new development will be in compliance with all the applicable standards and regulations in the Development Code, and the City's Single-Family Design Guidelines.

- 2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.**

Facts to Support This Finding: The Santa Anita Oaks ARB and the City's Planning Division determined that the new two-story house, as well as the overall mass and scale of the home are consistent with the City's Single-Family Residential Design Guidelines. The new house will be compatible with the other homes on the street, as it is comprised of one and two-story homes, and reflects a variety of architectural styles and forms. The architectural style on this house, Cape Cod, was chosen and approved by the ARB since the style hides a large portion of the second story at the front of the home, and the large side setbacks and extensive articulation serve to further reduce the visual mass of the home. The existing three very large mature oak trees in the front yard will help further mitigate the mass and scale from the street. Therefore, the proposed development will be consistent with the objectives and standards of the Single-Family Design Guidelines.

- 3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.**

Facts to Support This Finding: The new two-story home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised primarily of Ranch and a variety of other architectural styles including French, Traditional/Colonial, and Tudor. The Cape Cod style house is consistent with the City's design guidelines in terms of form, roof, articulations, and design features and details. The architectural design, overall articulation, extensive front yard landscaping including retention of three large, existing oak trees, and large second

story setbacks help minimize the scale, soften the appearance of the home, and allow for consistency with the neighborhood. The Santa Anita Oaks ARB and the City's Planning Division found that the Cape Cod architectural style are appropriate for the neighborhood, that the home had sufficient articulation, and that the façade detailing, windows and doors, and colors and materials are suitable for the home.

4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.

Facts to Support This Finding: The circular driveway will provide efficient access to the four-car garage at the northern side of the home. Parking is easily accessible from the new driveway and will allow for easy vehicular ingress and egress to the site. The proposed landscaping will complement the architectural design, provide screening along the side and rear property lines, and is consistent with landscaping in the neighborhood.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.

Facts to Support This Finding: The proposed project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The project is in compliance with the City's Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the other homes in the immediate vicinity. The site layout and design are harmonious with the neighborhood as the proposed home meets or exceeds all required setbacks. The visual mass of the home is softened by "hiding" the second story within the roof at the front of the house. Large second-story setbacks on the southern façade and use of clerestory windows will limit any overlooking or privacy issues with the adjacent property to the south. Extensive new landscaping throughout will complement the home and provide additional screening along both side and the rear property lines. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on or off-site are expected from this project. Therefore, the proposed home will be consistent with the City's Single-Family Residential Design Guidelines and General Plan.

For the reasons stated in this report and the that the new house meets all the required findings, it is recommended that the Planning Commission deny Appeal No. HOA 22-05 and uphold the decision of the Santa Anita Oaks Architectural Review Board.

ENVIRONMENTAL ANALYSIS

The proposed project qualifies as a Class 3 Categorical Exemption per the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a new single-family home. Refer to Attachment No. 7 for the Preliminary Exemption Assessment.

PUBLIC COMMENTS

Public hearing notices for this appeal were mailed to the owners of the properties that are located within 300 feet of the subject property and published in Arcadia Weekly on November 10, 2022. As of November 17, 2022, staff has not received any comments from the public.

RECOMMENDATION

It is recommended that the Planning Commission adopt Resolution No. 2106, find that the project is Categorically Exempt under the California Environmental Quality Act (CEQA), and deny the Appeal and uphold the Santa Anita Oaks Homeowners' Association Architectural Review Board's approval of the new two-story home at 1225 Oaklawn Road, subject to the additional conditions of approval.

1. The Owner/Applicant shall comply with the Santa Anita Oaks ARB conditions of approval that were listed in their ARB Findings and Actions Report, dated September 13, 2022.
2. Prior to issuance of a Certificate of Occupancy, the Owner/Applicant shall plant tall mature hedges along the perimeter of the property along the north and side yard areas. The hedges shall be at least 8-10 feet tall at the time they are planted, and they shall be maintained at a minimum height of 12 feet.
3. The Owner/Applicant shall file a Protected Tree Permit application with the City within 45-days of this approval, and the Owner/Applicant shall comply with all the recommended measures and conditions of approval imposed by the Certified Arborist that prepared the report and the City to ensure no portion of the proposed development will harm the healthy protected trees. If any of the protected trees do not survive as a result of this development, the City has the ability to require a large mature oak tree(s) to replace the existing tree(s) prior to issuance of a Certificate of Occupancy. The size and location shall be determined by the Planning & Community Development Administrator, or designee and the City's Certified Arborist.

4. To the maximum extent permitted by law, Applicant/Property Owner must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City (“Indemnitees”) harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant’s activities in connection with the new Cape Cod house (“Project”) on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant’s contractors, agents, tenants, employees or any other persons acting on Applicant’s behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

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

Commission has denied the appeal. The Acceptance Form is to indicate awareness and acceptance of the conditions of approval.

PLANNING COMMISSION ACTION

Denial of Appeal

If the Planning Commission intends to deny the appeal and uphold the ARB approval of the new two-story residence, the Commission should pass a motion to deny Appeal No. HOA 22-05, stating that the proposed project is exempt under the California Environmental Quality Act (CEQA), is consistent with the City's Design Guidelines, and/or City Council Resolution 7272, and adopt Resolution No. 2106.

Approval of Appeal

If the Planning Commission intends to approve the appeal and overturn the ARB approval of the two-story residence, the Commission should pass a motion to approve Appeal No. HOA 22-05, stating that the proposed project is inconsistent with the City's Design Guidelines, and/or City Council Resolution No. 7272.

If any Planning Commissioner, or other interested party has any questions or comments regarding this matter prior to the November 22, 2022, Planning Commission Meeting, please contact Fiona Graham, Planning Services Manager by calling (626) 574-5442, or by email to fgraham@ArcadiaCA.gov.

Approved:



Lisa L. Flores
Planning & Community Development Administrator

- Attachment No. 1: Resolution No. 2106
- Attachment No. 2: Aerial Photo with Zoning Information & Photos of Subject Property and Vicinity
- Attachment No. 3: Appeal Letter from Appellants, dated September 19, 2022
- Attachment No. 4: ARB Findings and Action Report and ARB Meeting Minutes for July 21, 2022, and September 13, 2022
- Attachment No. 5: Architectural Drawings
- Attachment No. 6: Preliminary Arborist's report
- Attachment No. 7: Preliminary Exemption Assessment

Planning Commission Attachment No. 1

Resolution No. 2111
Approved December 13, 2022

RESOLUTION NO. 2111

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING HOMEOWNERS' ASSOCIATION APPEAL NO. HOA 22-05, AND OVERTURNING THE SANTA ANITA OAKS HOMEOWNERS' ASSOCIATION ARCHITECTURAL REVIEW BOARD APPROVAL OF A NEW TWO-STORY, CAPE COD STYLE HOUSE WITH AN ATTACHED FOUR-CAR GARAGE AT 1225 OAKLAWN ROAD

WHEREAS, on September 26, 2022, an appeal application for Homeowners' Association Appeal No. HOA 22-05 was filed by Shirly Chi (owner of 1215 Oaklawn Road), Jill and Steve Hisey (owners of 515 Arbolada Drive), Feizhi Chen and Angela P. Lin (owner of 521 Arbolada Drive), Dr. Gary and Karen Jacobsen (owners of 1201 Oaklawn Road), Maurice and Beverly Stewart (owners of 1212 Oaklawn Road), Drs. Hymavathi and Narandranath Reddy (owners of 1220 Oaklawn Road), and Dr. David and Keppie Sullivan (owners of 1320 Oaklawn Road), collectively referred to as the "Appellants", requesting to overturn the Santa Anita Oaks Homeowners' Association Architectural Review Board's approval of a new 6,138 square foot, two-story Cape Cod style residence with an attached four-car garage, and several covered porches totaling 1,075 square feet at 1225 Oaklawn Road ("Project"); and

WHEREAS, on November 9, 2022, Planning Services completed an environmental assessment for the Project in accordance with the California Environmental Quality Act ("CEQA") and recommended that the Planning Commission determine that the Project qualifies as a Class 1 Categorical Exemption under CEQA pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a new single-family house; and

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

WHEREAS, following consideration of all testimony and evidence including staff reports and attachments, the Planning Commission overturned the Homeowners' Association approval and approved Homeowners' Association Appeal No. HOA 22-05 with a 3-2 vote on the basis that the Project was not consistent with the Single-Family Residential Design Guidelines in terms of mass, scale, and overall design and that they could not make three of the five required findings. The Planning Commission directed Staff to prepare a Resolution incorporating the Planning Commission's findings for the Project; and

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

SECTION 1. This Commission finds that based upon the entire record, pursuant to Section 9107.19.050 of the Arcadia Development Code, not all of the following findings can be made.

1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.

FACT: The subject site is zoned R-0, Very-Low Density Residential Zone, which allows for the development of a single-family residence. The new two-story house will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor

area ratio. Therefore, the new development will be in compliance with all the applicable standards and regulations in the Development Code.

2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.

FACT: The proposed Project will not be consistent with the objectives and standards of the City's Single Family Residential Design Guidelines. The Single-Family Residential Design Guidelines aim to ensure compatibility between a new house and the neighborhood in which it is located. Oaklawn Road contains primarily single-story Ranch style houses and the proposed house, in terms of style, mass, and design as a two-story Cape Cod style home would not be harmonious with the character of the neighborhood. The proposed house will be substantially taller than the adjacent houses with a steeper roof pitch than nearby Ranch houses. The house will be disproportionate in size and scale compared to neighboring properties and does not incorporate sufficient setbacks to create consistency with smaller houses in the vicinity. The second-floor mass should be located to the rear of the house, but is not so located as proposed, to minimize the appearance of a two-story house. Therefore, the proposed Project is not consistent with the objectives and standards of the Single-Family Residential Guidelines.

3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.

FACT: The majority of the Planning Commission determined that the proposed Project would not be compatible with the other houses in the neighborhood in terms of the overall mass, scale and design. The proposed house is not visually harmonious with nearby properties as Oaklawn Road, which are predominately single-story Ranch style

houses, and the proposed two-story Cape Cod style house would not transition well into this existing neighborhood. The second story should be pushed further back toward the rear of the house to minimize the appearance of a two-story house. The architectural style incorporates a steeply pitched roof which is not consistent with the predominate roof forms found on the street. Therefore, the proposed Project is not compatible in terms of scale and aesthetic design with the surrounding properties and developments.

4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.

FACT: The proposed house will have an adequate and efficient site layout with regard to access, vehicular circulation, parking and landscaping. The circular driveway will provide efficient access to the four-car garage at the northern side of the property. Parking is accessible from the new driveway and will allow for vehicular ingress and egress to the site. The proposed landscaping is adequate.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.

FACT: The proposed Project would not be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, as the proposed house is not compatible with the surrounding neighborhood in terms of mass, scale and architectural style. The site layout and design are not harmonious with the neighborhood even though the house meets or exceeds all required setbacks. The mass of the house will remain visible from the street and adjacent properties, with the second story massing not setback towards the rear of the house. The design will not adequately ensure the privacy of the

adjacent property at 1215 Oaklawn Road. Therefore, the proposed house is inconsistent with the City's Single-Family Residential Design Guidelines and General Plan and is not in compliance with Subparagraph 9107.19.040.C.5 of the Development Code.

SECTION 2: For the foregoing reasons, the Planning Commission approves the appeal to deny the proposed Project and to overturn the Santa Anita Oaks Homeowners' Association Architectural Review Board approval of a new two-story, Cape Cod style house with an attached four-car garage at 1225 Oaklawn Road.

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

Passed, approved and adopted this 13th day of December, 2022.

Bradford Thompson

Brad Thompson
Chair, Planning Commission

ATTEST:

Lisa L. Flores

Lisa L. Flores
Secretary

APPROVED AS TO FORM:

Stephen P. Deitsch

Stephen P. Deitsch
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §:
CITY OF ARCADIA)

I, Lisa Flores, Secretary of the Planning Commission of the City of Arcadia, hereby certify that the foregoing Resolution No. 2111 was passed and adopted by the Planning Commission of the City of Arcadia, signed by the Chair and attested to by the Secretary at a regular meeting of said Planning Commission held on the 13th day of December, 2022 and that said Resolution was adopted by the following vote, to wit:

AYES: Hui, Tallerico, Wilander, Vice Chair Tsoi, Chair Thompson

NOES: None

ABSENT: None



Lisa L. Flores
Secretary of the Planning Commission

Planning Commission Attachment No. 2

Aerial Photo with Zoning Information and
Photos of the Subject Property and Vicinity

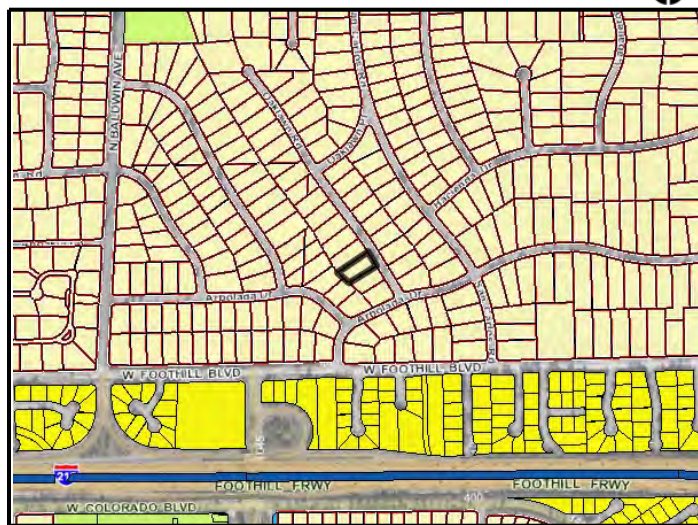
Site Address: 1225 OAKLAWN RD

Property Owner(s): Property Owner



Property Characteristics	
Zoning:	R-O (22,000)
General Plan:	VLDR
Lot Area (sq ft):	
Main Structure / Unit (sq. ft.):	2,595
Year Built:	1951
Number of Units:	1
Overlays	
Architectural Design Overlay:	Yes
Downtown Overlay:	N/A
Downtown Parking Overlay:	N/A
Parking Overlay:	N/A
Racetrack Event Overlay:	N/A
Residential Flex Overlay:	N/A
Special Height Overlay:	N/A

Selected parcel highlighted



Parcel location within City of Arcadia



1225 Oaklawn as seen from the driveway entrance to the property



1220 Oaklawn Road



1230 Oaklawn Road



1300 Oaklawn Road



View looking south on Oaklawn Road toward the subject property



Looking north from the front of 1215 Oaklawn Road toward the existing house on the subject property



View toward 1225 Oaklawn Road (subject property) from the rear yard of 1215 Oaklawn Road.



The existing house as viewed from the driveway of 1215 Oaklawn Road



The existing house on the subject property viewed from the front property line.



Looking toward the existing house on the subject property across the driveway at 1231 Oaklawn Road



1231 Oaklawn Road



1301 Oaklawn Road

Planning Commission Attachment No. 3

Appeal Letter from the Appellants, dated
September 19, 2022



CITY OF
ARCADIA

APPEAL NO. 22-05

APPEAL APPLICATION

SUBJECT OF APPEAL

APPLICATION TYPE AND NUMBER(S): Santa Anita Oaks Design Review
 PROJECT ADDRESS: 1225 Oaklawn Rd.
 DATE THE DECISION BEING APPEALED WAS RENDERED: 9/13/22

APPELLANT INFORMATION

OWNER INFORMATION

NAME Shirley Chi (see attached co-appellants) NAME Yaping Zhu
(Appellant First & Last Name) (Owner First & Last Name)
 MAILING ADDRESS 1215 Oaklawn Rd. MAILING ADDRESS: 1225 Oaklawn Rd.
 CITY Arcadia STATE CA ZIP 91006 CITY Arcadia STATE CA ZIP 91006
 PHONE 312-520-8900 PHONE _____
 E-MAIL shirleychimd@gmail.com E-MAIL _____

APPEAL INFORMATION:

In accordance with the procedures set forth in the Municipal Code of the City of Arcadia, I hereby appeal the decision of the following review authority:

- Director or Designee's Decision
- Planning Commission
- Modification Committee
- Homeowner's Association (please specify):
Santa Anita Oaks ARB

PLEASE ANSWER THE FOLLOWING:

On a separate sheet, explain specifically **what** action(s) you are appealing and the **reason** for the appeal.

SIGNATURES

The appellant hereby declares under penalty of perjury that all the information submitted for this appeal is true and correct.

Shirley Chi _____ Date 9/19/22
 Appellant Signature _____ Date _____

 Property Owner Signature _____ Date _____

FOR OFFICE USE ONLY

Date Filed 9/26/22 Receipt No. 12502 Amount \$ 676.00 Received By SA

Co-appellants in the Appeal of Santa Anita Oaks ARB Decision on
Proposed Home at 1225 Oaklawn Rd.

All co-appellants are homeowners and are within the 300 ft radius map of
the proposed home.

Jill and Steve Hisey
515 Arbolada Drive
Arcadia, CA 91006
818-219-1279

Feizhi Chen & Angela P Lin
521 Arbolada Drive
Arcadia, CA 91006
626-341-3823

Dr. Gary and Karen Jacobsen
1201 Oaklawn Road
Arcadia, CA 91006
626-533-8236

Maurice and Beverly Stewart
1212 Oaklawn Road
Arcadia, CA 91006
626-688-7998

Drs. Hymavathi and Narandranath Reddy
1220 Oaklawn Road
Arcadia, CA 91006
626-221-5245

Dr. David and Keppie Sullivan
1320 Oaklawn Road
Arcadia, CA 91006
626-379-7082

CITY OF ARCADIA APPEAL APPLICATION

INSTRUCTIONS AND FILING REQUIREMENTS WORKSHEET

REASON FOR APPEAL

Is the entire decision or only parts of it being appealed?

Entire

Part

Are specific conditions of approval being appealed?

Yes

No

If Yes, list the condition number(s) here: _____

Attach a separate sheet(s) providing your reasons for the appeal and specifically state the point(s) at issue.

FILING REQUIREMENTS/ADDITIONAL INFORMATION

In order for an appeal to be processed without delay, the appeal application must include the following materials. To ensure that the appeal application is complete, please check-off the boxes next to the following required materials:

Completed appeal application form

N/A An Ownership Disclosure is required if the property is owned by a corporation, partnership, trust, or non-profit. The disclosure must reveal the agent for service of process or an officer of the ownership entity. The disclosure must list the names and addresses of all the owners and you must attach a copy of the current corporate articles, partnership agreement, trust, or non-profit document, as applicable.

Filing fee

Reason for Appeal

A Radius Map and Property Owner's List and Labels (if the appeal is by the applicant and/or property owner)

- The radius map accompanying the application must show each lot within the required radius of the property involved. Each lot must be consecutively numbered to correspond to the property owners list as explained below.
- Property owners list and labels of the subject property as well as all properties within the radius.
- The property owners list and labels should be typewritten and must include each owner's name, mailing address, and property assessment identification numbers (AIN).
- Each property owner's name on this list must be numbered to correspond with the numbering placed on the aforesaid radius map.

HOA Appeals: ARB Findings and Action form is required when the applicant and/or property owner is filing the appeal.

N/A Architectural Plans

Please note that a Planner may contact you if additional information is necessary prior to the hearing.

Reasons for Appeal of ARB decision on proposed home on 1225 Oaklawn Rd

1. The Report of Findings found the project inconsistent with the Guidelines in 4 major / critical areas:

SITE PLANNING PRINCIPLES
FORMS AND MASS
FRONTAGE CONDITIONS
HEIGHT BULK SCALE

2. The proposed home is not compatible with the surrounding homes on Oaklawn Rd.

My engineering consultant, Kevin Lai, PLS, PE, will submit an Expert Declaration and present evidence of why this project is not compatible with the surrounding neighborhood. Mr. Lai is licensed as a Professional Land Surveyor, PLS 8886, and is also a Registered Civil Engineer, PE 60565, with over 30 years of experience in the LA area. He has worked on several projects in the city of Arcadia over the years.

We would like to show photo and or video & plans as evidence of why this home would be inconsistent with the look and feel of the neighborhood.

3. Item 9107.20.050 F on page 7-59 of the Development Code was not adhered to; it states the following:

F. Required Findings

The Review Authority (ARB) may approve an application only if it first makes findings that the proposed development will be consistent with the City's adopted Design Guidelines.

4. As the code cited above was not adhered to by 3 architectural review board members who voted to approve, we would like to review comments made by those members in explaining the reasons for their votes.

5. We would like to hear the statements, either in person or via email if they cannot attend, of the other co-applicants, who are all homeowners within the radius map and whose properties are highlighted in the attached map.

Reasons for Appeal of ARB decision on proposed home on 1225 Oaklawn Rd

6. The project will cause loss of privacy and view of the neighbors, particularly the neighbor directly to the south. Please see the guidelines below:

RESOLUTION NO 7272

A RESOLUTION of the City Council of the City of Arcadia amending regulations applicable to properties in the five single family homeowners' association design zone areas. "D" Overlay

Page 5 #2

SITE PLANNING AND NEIGHBORHOOD CONTEXT

(Middle of paragraph)

Natural amenities such as VIEWS, trees and other similar features unique to the site should be preserved and incorporated into development proposals.

7. We question the excessive hardscaping in the front yard which is not compatible with the neighborhood.

8. We request to see a certified survey map showing existing side, front & rear setbacks of the existing building signed & stamped by a licensed land surveyor.

Planning Commission Attachment No. 4

ARB Findings and Action Report and ARB
Meeting Minutes for July 21, 2022, and
September 13, 2022

Santa Anita Oaks
ARCHITECTURAL REVIEW BOARD
Findings and Action Report

Date: September 13, 2022 File No. _____

Project Address: 1225 Oaklawn Rd, Arcadia, CA 91006

Association Name: Santa Anita Oaks HOA

Applicant Name: _____

Property Owner(s) Name: 800 Hampton LLC / Susan and Alex Hou

Project Description: NEW 2-STORY 5-BED 6-BATH 6,494 SQUARE FOOT SINGLE FAMILY HOME W/ATTACHED 4-CAR GARAGE

FINDINGS

Only check those that are apply and provide a written explanation for each

The proposed project is, is not consistent with the **Site Planning Principles and Neighborhood Context** Guidelines.

Explanation: While the project is within the limits of the FAR, the overall massiveness of the home is difficult to justify in the context of this specific streetscape. The home will tower 15' above the adjacent homes. The ARB had numerous communications with the designer (attached) to try to address the issue of scale and mass, including citing sections of the design guidelines, versus the nearby homes. Little progress was made during those preparatory meetings. The massiveness of the home was still a concern at the public hearing with some board members and several neighbors. Although the quorum voted 3-2 to approve, the chairman, and several neighbors, still feel that this home is not compatible with the streetscape.

The proposed project is, is not consistent with the **Forms and Mass** Guidelines.

Explanation: While the project is within the limits of the FAR, the overall massiveness of the home is difficult to justify in the context of this specific streetscape. The home will tower 15' above the adjacent homes. The ARB had numerous communications with the designer (attached) to try to address the issue of scale and mass, including citing sections of the design guidelines, versus the nearby homes. Little progress was made during those preparatory meetings. The massiveness of the home was still a concern at the public hearing with some board members and several neighbors. Although the quorum voted 3-2 to approve, the chairman and several neighbors, still feel that this home is not compatible with the streetscape.

The proposed project is, is not consistent with the **Frontage Conditions** Guidelines.

Explanation: The hardscape design is more elaborate than the surrounding neighborhood and is not considered compatible by the chairman. Landscaping is copious and appropriate.

The proposed project is, is not consistent with the **Garages and Driveways** Guidelines.

Santa Anita Oaks
ARCHITECTURAL REVIEW BOARD
Findings and Action Report

Explanation: The circular driveway and associated hardscape elements are considered more elaborate than necessary by the chairman. _____

The proposed project is, is not consistent with the **Architectural Styles** Guidelines.

Explanation: The home is a single and consistent design form. It was noted by several board members and neighbors to be a beautiful design but simply not compatible with this particular streetscape.

The proposed project is, is not consistent with the **Height, Bulk, and Scale** Guidelines.

Explanation: While the project is within the limits of the FAR, the overall massiveness of the home is difficult to justify in the context of this specific streetscape. The home will tower 15' above the adjacent homes. The ARB had numerous communications with the designer (attached) to try to address the issue of scale and mass, including citing sections of the design guidelines, versus the nearby homes. Little progress was made during those preparatory meetings. The massiveness of the home was still a concern at the public hearing with some board members and several neighbors. Although the quorum voted 3-2 to approve, the chairman, and several neighbors, still feel that this home is not compatible with the streetscape.

The proposed project is, is not consistent with the **Roofline** Guidelines.

Explanation: Rooflines are of consistent pitch and materials

The proposed project is, is not consistent with the **Entries** Guidelines.

Explanation: Entry is a single-story structure _____

The proposed project is, is not consistent with the **Windows and Doors** Guidelines.

Explanation: Windows and doors are consistent and appropriate for the design of the home _____

The proposed project is, is not consistent with the **Articulation** Guidelines.

Explanation: The design uses adequate articulation

The proposed project is, is not consistent with the **Facade Details** Guidelines.

Explanation: Facade treatments are consistent with the architectural style

The proposed project is, is not consistent with the **Colors and Materials** Guidelines.

Explanation: Appropriate materials are used.

Santa Anita Oaks
ARCHITECTURAL REVIEW BOARD
Findings and Action Report

The proposed project is, is not consistent with the **Accessory Lighting** Guidelines.

Explanation: Lighting is appropriate for the project.

The proposed project is, is not consistent with the **Additions, Alterations, and Accessory Buildings/Structures** Guidelines.

Explanation: NA

The proposed project is, is not consistent with the **Hillside Properties** Guidelines.

Explanation: NA

The proposed project is, is not consistent with the **Fences, Walls, Gates, and Hedges** Guidelines.

Explanation: Wall that was removed in back yard must be replaced along easement for safety reasons.

The proposed project is, is not consistent with the **Impervious Coverage and Landscape Areas** Guidelines.

Explanation: Impervious coverage in the front yard setback is just adequate within the landscape design.

ACTION

Pursuant to City's Development Code Section 9107.20.050, a Site Plan and Design Review in the Homeowners Association Areas may be approved only if it is found that the proposed development is consistent with the City's adopted Design Guidelines.

APPROVED

CONDITIONALLY APPROVED

DENIED

Date of ARB Meeting: SEPTEMBER 13, 2022

ARB Members Rendering the Above Decision:

Tom Walker (chair, ARB)

Matt Rimmer (ARB)

Vince Vargas (ARB)

Gilbert Perez (ARB)

Jessica Louie (ARB)

AYES: 3

NOES: 2

Abstain: 0

ABSENT: 0

Conditions of Approval:

-
- 1. Reduce size of pilasters in front yard and remove the lights**
 - 2. Provide detail on the plantings**
 - 3. Remove the spillway to the pool**
-

**Santa Anita Oaks
ARCHITECTURAL REVIEW BOARD
Findings and Action Report**

Date: 1/24/2022

Philip,

I have studied your proposed design in detail, including the new renderings and streetscape drawing that you provided. I have decided to try to describe the concerns the ARB has with this particular design in writing as we didn't do a good job of communicating them in the in-person pre-meeting. I am very happy to also schedule a meeting to discuss once you have a chance to review this document.

Oaklawn consists mostly of single-story ranch homes, especially on the south end of the street. There are one or two large homes that, frankly, were mistakes made by previous ARBs as their architectural style bears no relationship to the character of that street. The ARB strives to determine the appropriate site planning, massing, scale, setbacks, architectural design, and exterior appearance of a proposed project; determine whether the exterior appearance of the proposed project is compatible with the neighborhood; and mitigate potential impacts a proposed project may have on adjacent properties but sometimes we fail.

That is not to say that the design should be one-story or ranch style, but we need to find a design that makes the resulting design and massing more compatible with the streetscape. One thing that has been successful with recent projects is to push the second story mass back away from the street (pages 12, 14, 15 of the design guidelines noted below) resulting in a design that appears much less massive and more compatible with the streetscape. The house is quite attractive, and would be a great addition to the right street, but we have concerns that will not be harmonious with the character of Oaklawn.

During the first meeting we asked that the second floor to first floor ratio be made smaller for this reason – you did accommodate that request by moving the ratio from 75% to 55%. However, the resulting design as presented in the 3D perspective views does not show a significant change (for me, unnoticeable) and doesn't achieve the goal of hiding the mass.

Before:



After:



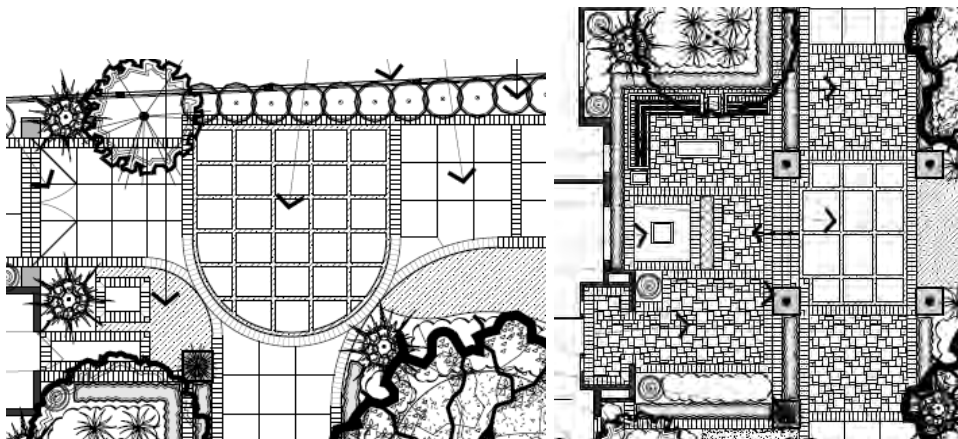
Issues:

1. How can you configure this design, or possibly an alternative design, so that it is more compatible with the existing homes and hides the fact that the house is still pushing the limits of the FAR by making it appear less massive? Our suggestion of pushing the second story mass back to the rear of the house to make the front of the house appear more compatible with the adjacent homes is just one idea. But the current design has significant mass in the front which makes it incompatible with the mass and scale of the homes within the streetscape, as shown in your drawing below.



2. There was no landscape plan presented in the first meeting so thank you for providing this detail now. There are no dimensions on the drawing for the hardscape so we cannot tell how wide the driveway is or the dimensions of the entry. Reviewing a PDF does not allow us to use a scale to extract the dimensions so we will require the landscape drawing to be dimensioned in a complete submission.

However, this design appears too massive and elaborate in comparison to the streetscape. The nearby properties do not have such excessive hardscape so the proposed design does not appear to fit into the context of the street. There also appear to be pilasters but these are not clearly identified. Some portions of the driveway (shown below) are too large and unnecessary to allow safe vehicular access (page 13 of the design guidelines). We will want to see this made less elaborate with reduced hardscape.



I hope that I sufficiently described our concerns and what we would like to see modified. We are happy to schedule another meeting to discuss and answer questions.

Best regards,
Tom

References from the Arcadia SFR Design Guidelines.

Page 12:

Homes should not have significantly greater height and bulk at the front of a property than that of adjacent homes.

Page 13:

Driveways should be no wider than necessary to provide for safe and efficient vehicular access to the property in order to minimize the need for excessive paving.

Page 14:

Consistency and/or complementary architectural styles should be maintained within an existing neighborhood context.

Page 15:

Second floor massing should be stepped back to minimize impacts on adjacent neighbors and the streetscape.

A structure's size and bulk should complement the predominant massing types of the neighborhood.

Page 17:

Combining two different roof pitches is discouraged. Traditional roof forms such as gables, hips, and dormers are encouraged. More severe roof forms such as domes, steep chalet gables, and flat roofs are generally discouraged.

Date: 4/21/2022

Hi Philip,

I reviewed your PPT and saw the homes you are comparing. I appreciate the effort put into this but, the immediate neighborhood and streetscape that we are focused on is Oaklawn, not these other streets. I understand the examples shown are meant to point out the range of designs that have been designated as compatible on those streets. All I can say is that each street has its own character and each design is considered on a case by case basis. And, sometimes we approve things that after being built do not look compatible in retrospect. It would be more helpful and appropriate to consider examples of the homes surrounding the proposed project on Oak Lawn.

Like I stated in my earlier communication, this is a beautiful house and would likely be an appropriate design on Hacienda or Rodeo where larger homes exist. It is an immediately recognizable design style and maintains that style consistently. However, Oak Lawn is primarily single story ranch style homes and so finding a design that is compatible with (not necessarily a ranch style) or contains design cues from the streetscape is what we are looking for. We are trying harder to maintain the character of the individual streets in the Oaks and in doing so we are asking designers to work with us to find more compatible designs while achieving the living area they are targeting.

We have had other designers take on this challenge on Oak Lawn and create designs that mimic a low profile design in front and push the second floor mass much further back with success. Sticking with this particular English Tudor design on this street will result in a house that we are concerned will not blend in but will stick out. We recognize the changes that have been made but even with the changes there is nothing in this design that is taking cues from the Oak Lawn streetscape.

Here are some of the key concepts taken directly from the Arcadia SFR design guidelines that have us concerned:

- Objective 2: Create a streetscape presence that is visually pleasing through site planning and building form and orientation while also maintaining neighborhood character.
- Objective 3: Ensure new homes and home additions are consistent in architectural style, scale, massing, features, and quality as the surrounding neighborhood.
- In neighborhoods with an established architectural style or pattern(s), new homes or remodels should enhance the neighborhood character. The stronger the existing neighborhood pattern, the more important it is for an applicant to reinforce and respect those existing patterns.
- In neighborhoods with existing, smaller homes, new homes should be designed with a greater first floor area with additional setbacks at the second story of the new structure.
- Where a new second-story home or addition is proposed within a predominately one-story neighborhood, second-story massing should be located to the rear or side of a home to minimize the appearance of the second-story.
- Proposed height and bulk should respect existing structures on neighboring properties and not overwhelm them with disproportionate size and scale.

Date: 5/10/2022

Philip,

Let me say first that I very much appreciate your willingness to make these changes from the Tudor design to the Traditional design. You have made progress towards the requests made and we are getting closer. While both home designs are very handsome, we still feel that they are less appropriate for the location of the project on Oaklawn, while potentially being perfect for some other street in the Oaks.

The responsibility of the ARB is to 1) determine the appropriate site planning, massing, scale, setbacks, architectural design, and exterior appearance of a proposed project; 2) determine whether the exterior appearance of the proposed project is compatible with the neighborhood; and 3) mitigate potential impacts a proposed project may have on adjacent properties. These things are inherently subjective and cannot be captured with simple parameters such as FAR, height, etc as you described. That's what makes this task so difficult to navigate for both the ARB and the designer but hopefully by working through it together we end up with a better result.

We are providing the feedback below in the spirit of working together to find a design that better fits in the proposed location. I hope you will take the feedback in a positive way and help us to find a path forward. You may decide to hold a public hearing with what you have provided, as you described in your email submission but I will leave that to you.

As far as the process for submitting the drawings and holding the public meeting, we are still not comfortable meeting with a large group in the closed city meeting room. We prefer to continue with the ZOOM meeting format and, as such, we can take the completed drawing package in PDF format emailed to SAOHOAARB@gmail.com where they would be stamped, if approved, and sent back to you, the city planning department, and the city clerk as we have done in the past.

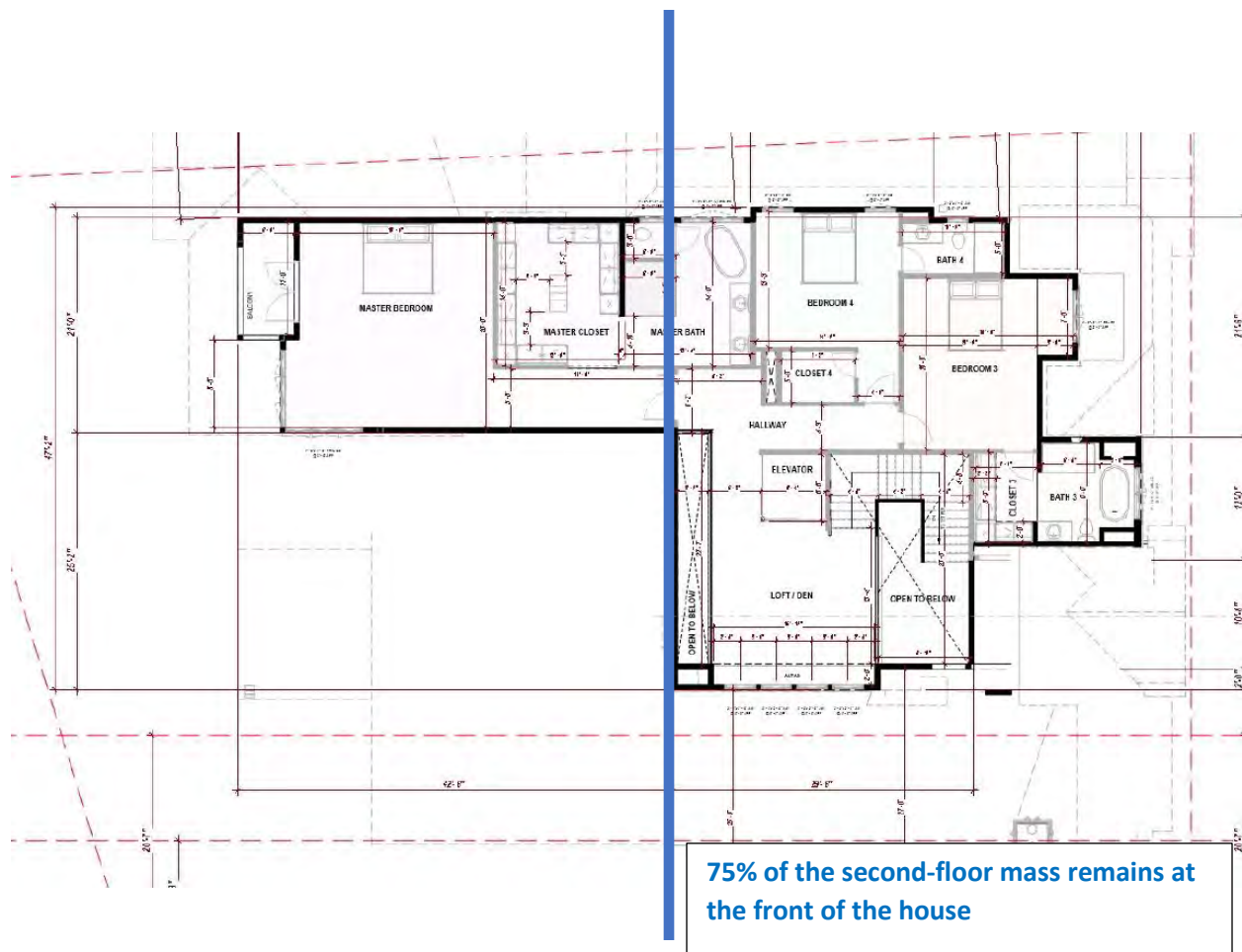
The stamped envelopes and mailing labels can be dropped on the porch of 271 Arbolada Dr, Arcadia, CA 91006.

Best regards,

Tom

1. Relocating mass of second story back toward the rear of the house

The second story mass has been reduced and partly hidden behind the steep roof, which is good progress. But the drawings still show that about 75% of the second story remains at the front of the house rather than being moved back toward the rear of the house in the current design form. The second floor starts only about 4 feet back from the front of the house per the drawings. The reason this is being suggested is to explore whether there is a design form that better fits with the low one-story homes adjacent to this project.



Reference:

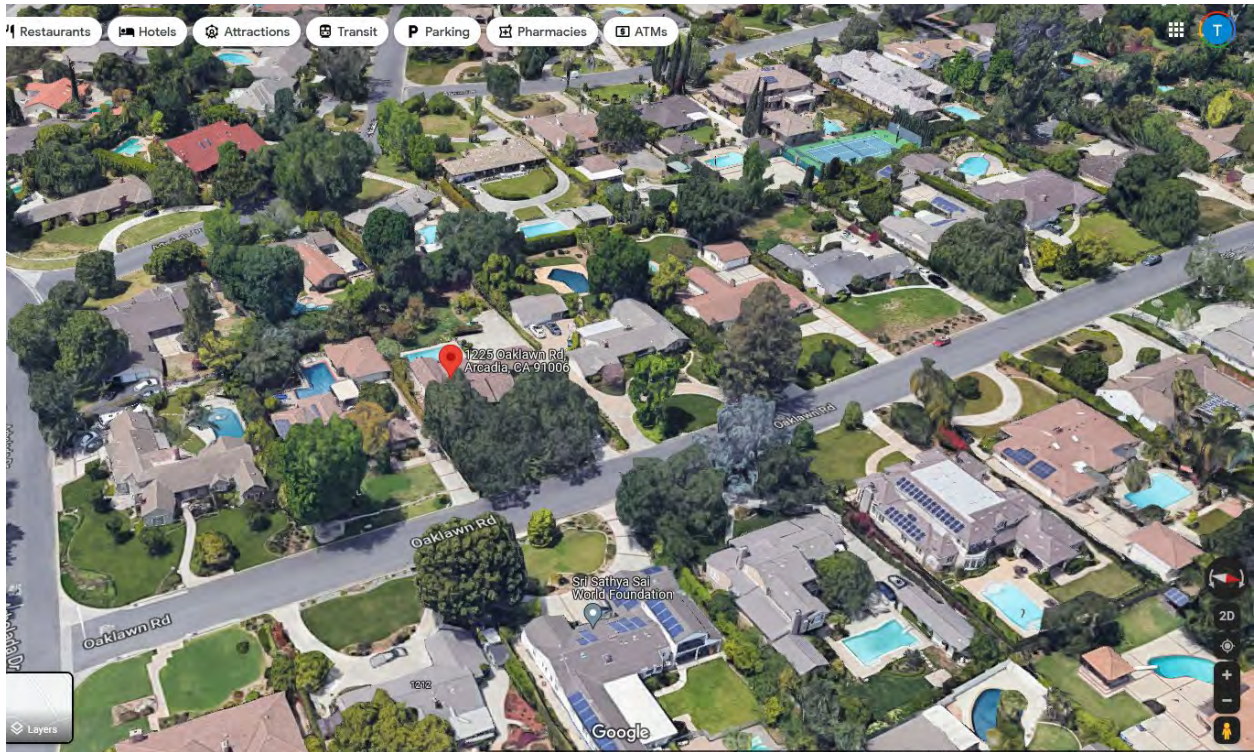
- In neighborhoods with existing, smaller homes, new homes should be designed with a greater first floor area with additional setbacks at the second story of the new structure.
- Where a new second-story home or addition is proposed within a predominately one-story neighborhood, second-story massing should be located to the rear or side of a home to minimize the appearance of the second story.
- Proposed height and bulk should respect existing structures on neighboring properties and not overwhelm them with disproportionate size and scale.
- Homes should not have significantly greater height and bulk at the front of a property than that of adjacent homes.
- Consistency and/or complementary architectural styles should be maintained within an existing neighborhood context.
- Second floor massing should be stepped back to minimize impacts on adjacent neighbors and the streetscape.

2. **Reinforcing existing neighborhood design patterns**

Oak Lawn is predominantly low and wide ranch homes. There are some larger homes as your materials show but these are mostly at the far opposite end in the cul-de-sac. There are a couple of homes further down that are also quite large but these I refer to as the mistakes that the ARB

can make in envisioning the results when given imperfect renderings missing streetscape depictions. I interpret the resolution referring to the neighborhood as the surrounding homes. The character of the Oaks is vastly different on the west side versus the east side, so we need to look more locally.

The homes near this project have certain characteristics including low and wide aspect ratio and the use of horizontal design forms. It seems a larger home can be designed that includes these design cues while pushing the second floor further back to minimize the difference in mass and scale.



Date: 6/1/2022

Hi Philip,

I apologize for the length of time it took to get a meeting with the planning department, there was some mix up about who would participate. Let me try my best to describe my view and what I heard from people from the city. I will use your response to guide my comments:

If we revise the plan to address the remaining four items below, will there be another 4 new items? Below are our responses to your Comments. For the responses to the comments we don't necessarily agree on, we are simply expressing our views, please don't take anything as offensive. I will loop the comments back to the owner to see whether he would like to revise the plan again or submit one of the versions presented. Again, thanks for your time.

1. Relocating the mass of the second story back toward the rear of the house

- We have already decreased the mass of the 2nd story and kept it at around 50% ratio as suggested in the first meeting.
- We have already pushed the 2nd floor and hidden the mass inside the roofing structure.
- The width of the lot is OVER 100', and yet the 2nd floor is minuscule from the curb appeal. Please take a look at A0 and A4.
- We don't see how setting the 2nd floor will improve the overall design since most of the mass is hidden inside the roof. Please take a another look at A0 and A4.
- Our proposed 2nd floor exceeds the minimum setback requirement, scaling back from adjacent homes.
- Again, we can step the 2nd story back towards the rear as suggested, but we have a feeling the next Commet will be "the 2nd floor is too large" or "we don't support a 2-story home."

I believe my comments have been consistent throughout and that there are no "new items" therefore I don't expect anything new if we address them. Let me reiterate what I feel I've been trying to say since I may not be describing it in a way that resonates. The prevailing architectural style on Oak Lawn, especially in the vicinity of this project, are low, wide, and mostly horizontally themed homes. This project proposes a very tall, highly angular design which, I believe, will stick out in an inharmonious fashion. I've been saying it is a nicely designed house that might fit beautifully on another street in another part of the oaks. But I don't view this design as harmonious or compatible in the location it is proposed. In my discussion with the city there was agreement that this style of house is not taking major design cues from the streetscape and that the tall and angular design is making it very difficult to move the second floor mass significantly back from the front of the house (it is currently only 4 feet back from the first floor). I have tried to be consistent in my comments that this style of home is likely preventing us from achieving this setback which would then allow something more consistent with the horizontal design style of the nearby homes.

2. Reinforcing existing neighborhood design patterns

We can study each and every house within the context of the neighborhood and relate our design to the neighborhood design pattern. We can also do a neighborhood outreach to obtain their comments.

Did they get a chance to review our latest plan? Please provide us the name of the planner that provide the comments.

They have now seen the newest version. Fiona Graham and Lisa Flores have been involved, and perhaps others.

3. City Planning Department Feedback

Feedback on the previous iteration was requested from the planning department. As such, some of the comments are less cogent but overall, I feel that their feedback is valuable.

- The style could be "softened" to a more traditional rather than Tudor style. Also, the brick could be broken up with areas of stucco to provide greater contrast and reduce visible bulk.
- The roof line of the second story could be brought down in height to reduce its bulk and make it less prominent. The second story roof style could be changed (for example hips rather than gables) to make it less visible/prominent from the street.
- The second story layout could be pushed back to move a larger portion to the rear of the proposed house rather than the front where it is now. I know this is something you've already requested, but we feel as though this could help reduce the visibility from the street.

Did they get a chance to review our latest plan? Can you provide us the name of the planner that provide the comments so that we can present the project to them directly?

The comments they made after seeing the new design were essentially the same as the above. They did mention that if you were to insist on keeping this style of house, that reducing the height of the ridge that runs parallel to the front of the house so that it is no higher than the gable at the front of the house might make it appear less massive. They also commented that the second floor north elevation lacks articulation and needs improvement, which I had not focused on but agree with. They also noted that the very angular design makes being harmonious with the horizontal design elements found on the streetscape very difficult.

4. Requesting Improved Streetscape Rendering

We have provided the streetscape rendering on page 0. We are happy to make that rendering larger and on a separate sheet. We can also try to take a live photo of the neighboring homes and incorporate that into the rendering. If you have any example of the streetscape rendering submitted in the past, please provide.

I think that a larger rendering on a separate sheet and incorporating photos of the neighboring homes would be very helpful for us to make a more informed decision. Thank you for that idea.

Summarizing:

I still feel that it is the angular design and height of the house that is making it difficult to be harmonious and compatible with the mostly horizontal design elements of the street and is preventing us from pushing the second floor significantly back from the first floor. While it is "hidden" within the roof, that roof is a massive flat structure facing the street. If you plan to keep this basic design of the home we would ask that you

1. Lower the ridgeline that is perpendicular to the front gable to meet the gable height (not raise the gable to make them meet) to try to make the house appear less massive
2. Greatly improve the articulation of the north elevation on the second floor
3. Provide a larger streetscape drawing with photos of adjacent homes

I'm not confident this will eliminate my concerns like a design that incorporates more horizontal elements and that allows the second floor to be pushed back would, but we would be at a point with the design that we would hold a public hearing.

Since we will continue to hold these public meetings via ZOOM, we will work with the PDF files directly sent to this address. Mailing labels and stamped envelopes can be left at 271 Arbolada Dr.

Best regards,
Tom



Reference:

- Objective 2: Create a streetscape presence that is visually pleasing through site planning and building form and orientation while also maintaining neighborhood character.
- Objective 3: Ensure new homes and home additions are consistent in architectural style, scale, massing, features, and quality as the surrounding neighborhood.
- In neighborhoods with an established architectural style or pattern(s), new homes or remodels should enhance the neighborhood character. The stronger the existing neighborhood pattern, the more important it is for an applicant to reinforce and respect those existing patterns.
- In neighborhoods with existing, smaller homes, new homes should be designed with a greater first floor area with additional setbacks at the second story of the new structure.
- Where a new second-story home or addition is proposed within a predominately one-story neighborhood, second-story massing should be located to the rear or side of a home to minimize the appearance of the second story.

3. City Planning Department Feedback

Feedback on the previous iteration was requested from the planning department. As such, some of the comments are less cogent but overall, I feel that their feedback is valuable.

- a. The style could be "softened" to a more traditional rather than Tudor style. Also, the brick could be broken up with areas of stucco to provide greater contrast and reduce visible bulk.
- b. The roof line of the second story could be brought down in height to reduce its bulk and make it less prominent. The second story roof style could be changed (for example hips rather than gables) to make it less visible/prominent from the street.
- c. The second story layout could be pushed back to move a larger portion to the rear of the proposed house rather than the front where it is now. I know this is something you've already requested, but we feel as though this could help reduce the visibility from the street.

4. Requesting Improved Streetscape Rendering

The current rendering that allows the board and citizens to evaluate the design in the context of the homes on the street (the streetscape) needs to be improved and made larger. This is a critical piece of the package and information all present need to make an informed decision. The city planning department made a similar comment, "provide better renderings, including in the streetscape, of the current or updated design to better and more effectively illustrate how the proposed house would look once completed." Whether you decide to take any of this feedback and make changes to the design, or you decide to move forward with this current design in a public hearing, we are requesting that this key rendering be updated and included.

- Homes should not have significantly greater height and bulk at the front of a property than that of adjacent homes.
- Consistency and/or complementary architectural styles should be maintained within an existing neighborhood context.
- Second floor massing should be stepped back to minimize impacts on adjacent neighbors and the streetscape.
- A structure's size and bulk should complement the predominant massing types of the neighborhood.

We can set up a time to discuss perhaps next week. Let me know what dates and times work for you and I will try to get it set up.

Best regards,
Tom

Santa Anita Oaks Homeowners Association
Architectural Review Board
Meeting Minutes
Thursday, July 21, 2022

CALL TO ORDER - Chair Tom Walker called the remote meeting to order at 5:00 PM
PURPOSE – Review plans for new home at 1225 Oaklawn Road., Arcadia

ATTENDEES -

Tom Walker (chair, ARB)
Matt Rimmer (ARB)
Lorne Brodhead (ARB)
Vince Vargas (ARB)
Jessica Louie (ARB)
Alex Hou (owner)
Philip Chan (architect)
Jill Hisey (neighbor behind)
Shirley Chi (neighbor south)
Colleen (neighbor across street)
Angela Lin (neighbor next to Jill)
Jack (?)

BACKGROUND –

Several previous meetings had been held with the designer regarding the design and size of the house resulting in changes to the house style which is now more traditional. Various sections of the Arcadia single family development standards were referenced in numerous communications with the designer in those meetings. Some progress was made in the design to be more sensitive to the prevailing style of the surrounding properties, but issues remained.

PUBLIC COMMENTS –

The south neighbor noted that the large size of the upper floor would block her view of the mountains. Discussions ensued but nothing was resolved. She also was concerned about large windows overlooking her yard. The architect agreed to change these windows.

The neighbor behind noted that there is a utility easement that extends approximately 10 feet into the backyard of the subject property and needs to be maintained. The architect agreed to maintain the easement and replace the demolished fence. The neighbor also indicated that they believed some of the proposed construction was on their property. The architect agreed to investigate.

Several neighbors stated that they have been unable to get the plans for the proposed house and that the plans on the Arcadia web site are too hard to read. Tom Walker agreed to provide plans to anyone requesting them.

Several neighbors commented on the massiveness of the house since its parameters were very close to the maximum allowed in many cases and it seemed too large for the lot and the streetscape. The neighbors commented that the second floor should be moved back further from the street. These comments were in line with the previous communications between the ARB chair and the designer leading to the public hearing.

It was also noted that the landscape plan was incomplete and needed more information. No plantings are identified. Also, it was noted that the driveway and entry hardscape was excessive and is not harmonious with the streetscape.

Because of these pending issues, Vince Vargas made a motion that the ARB hold a continuance of this meeting. The architect agreed. Lorne Brodhead seconded the motion. The chair called for a vote which was approved unanimously as follows:

Tom Walker (chair ARB) – Yes

Matt Rimmer (ARB) - Yes

Lorne Brodhead (ARB) - Yes

Vince Vargas (ARB) - Yes

Jessica Louie (ARB) - Yes

Meeting was closed at 6:15 PM.

Santa Anita Oaks Homeowners Association
Architectural Review Board
Meeting Minutes
Tuesday, September 13, 2022

CALL TO ORDER - Chair Tom Walker called the remote meeting to order at 5:00 PM

PURPOSE – Continuation of 7/21/22 meeting for new home at 1225 Oaklawn Road., Arcadia

ATTENDEES -

- Tom Walker (chair, ARB)
- Matt Rimmer (ARB)
- Vince Vargas (ARB)
- Jessica Louie (ARB)
- Gilbert Perez (ARB)
- Philip Chan (architect)
- Jill Hisey (neighbor behind)
- Shirley Chi (neighbor south)
- Colleen (neighbor across street)
- Angela Lin (neighbor next to Jill)
- Caliland Engineering, Inc.
- Choi
- David Sullivan (neighbor)
- Jack (owner's representative)
- Steve Pelletier (neighbor)
- Mark Gennaro (landscape designer)

BACKGROUND –

Several previous meetings had been held with the designer regarding the design and size of the house resulting in changes to the house style which is now more traditional. Various sections of the Arcadia single family development standards were referenced in numerous communications with the designer in those meetings. Some progress was made in the design to be more sensitive to the prevailing style of the surrounding properties, but issues remained. There was a significant concern regarding mass and scale of the project in relation to the adjacent homes on Oak Lawn which the ARB chairman has communicated in writing to the designer. These communications are attached to the Finding and Actions form submitted to the city.

PUBLIC COMMENTS –

Most of the discussion was a continuation of previous discussions regarding the mass and scale of the house and its lack of compatibility with the streetscape. There were strong objections to the house from many of the neighbors at the meeting due to these concerns. The neighbors noted that the project would tower 15' over the homes on the street and they requested that the designer come up with a one-story option. These comments were in line with the communications the ARB chair had with the designer. Similar objections were voiced from two of the ARB members.

Several minor changes were also discussed and agreed to by the architect and owner, as follows

1. Reduce size of pilasters adjacent to the driveway in front yard setback and remove the lights
2. Provide detail on the plantings (no planting references were provided with the landscape plan)
3. Remove the spillway to the pool
4. Install a vinyl fence on the easement line to place the fence that was removed
5. Remove the rear deck
6. Remove the balcony for privacy reasons

The chair then called for a vote from the ARB on the project including the above changes. The motion was approved by a vote of 3 to 2 as follows

Tom Walker (chair ARB) – No
Matt Rimmer (ARB) - Yes
Gil Perez (ARB) - Yes
Vince Vargas (ARB) - No
Jessica Louie (ARB) - Yes

Meeting was closed at 6:33 PM.

Planning Commission

Attachment No. 6

Preliminary Arborist's Report

1225 Oaklawn Rd Arcadia, CA 91006

Prepared for:

**Philip Chan c/o PDS Studio
711 First Ave Arcadia, CA 91006
Arcadia, CA 91006**

October 12, 2021

Prepared by:

Javier Cabral Consulting Arborist
International Society of Arborists # WE- 8116A

1390 El Sereno Ave
Pasadena, California 91103
(626)818-8704
jtcabral@sbcglobal.net



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Summary

Mr. Chan,

You have retained my consulting arborist services to provide a tree inventory and protection plan for the property described as 1225 Oaklawn Rd. Arcadia, CA 91006. You are in the planning and permitting process of demolishing the existing single-family home and redeveloping the property with a new two-story single-family home.

The proposed demolition and construction is expected to have minimal impact to the protected trees that will remain due to the distance of excavations, trenches, and footings to the tree trunks. A complete tree protection plan will be included to protect above and below ground tree parts from physical damage, soil compaction, and chemical damage.

Background and assignment

Mr. Chan has requested that I provide the following arboricultural services.

- 1) Identify all significant trees and protected trees on the property and label them on the architectural drawings as provided to the arborist by Mr. Philip Chan.
- 2) Evaluate the current health of the trees and possible impacts of the proposed construction based on the provided site plan and make recommendations.
- 3) Provide a tree protection plan that will help ensure the short and long term health of the protected trees that will remain during and after construction activities are completed.

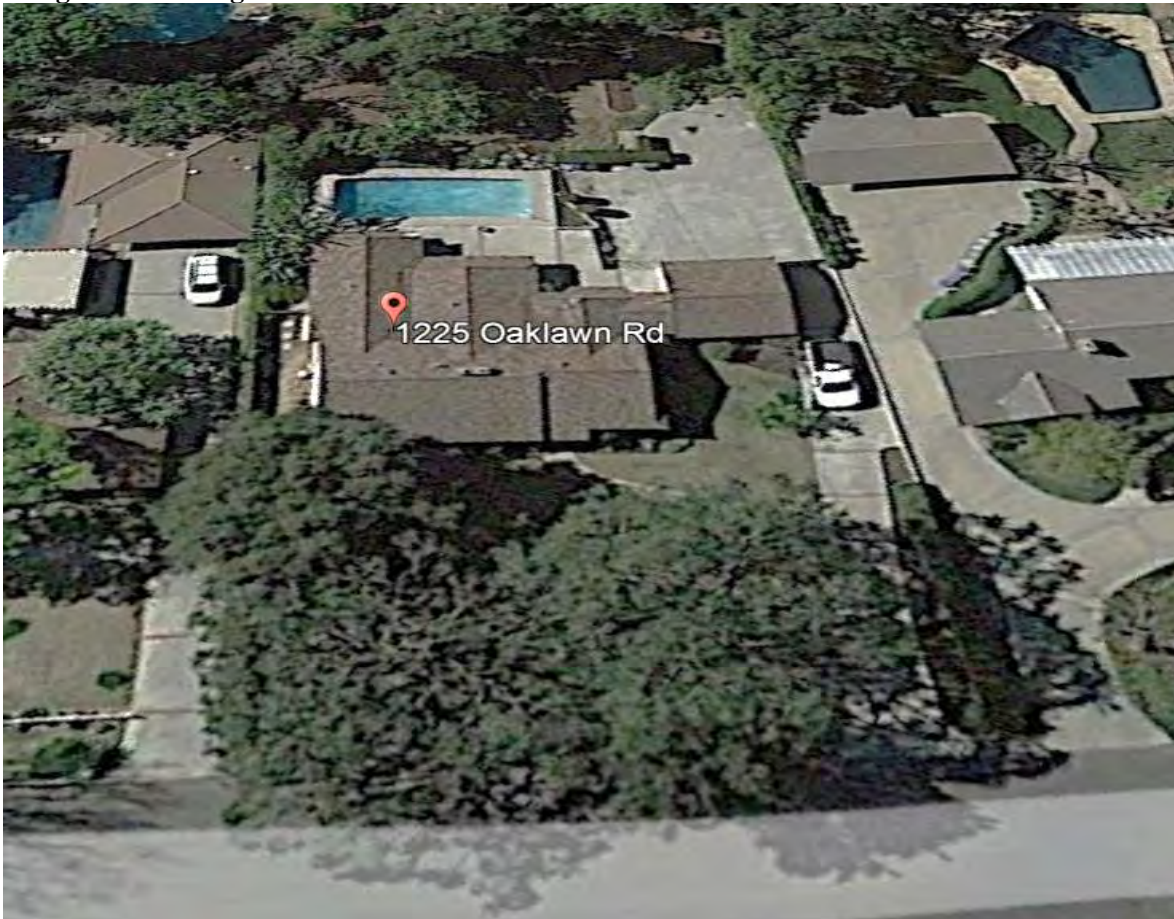
The following report is based on my site visit on February 23, 2020 and my analysis of the trees, site plan, and surrounding landscape. For the purpose of this report I will address these trees as **Trees # 1 thru 12.**

Site conditions

A one-story single-family home currently exists on this property located 1225 Oaklawn Rd. Arcadia, CA 91006.

- 1) There are 12 total trees on the subject property of which 5 trees are protected by the City of Arcadia Tree Protection Ordinance due to their location and species.
- 2) There are no protected trees proposed to be removed.

Google Earth Image



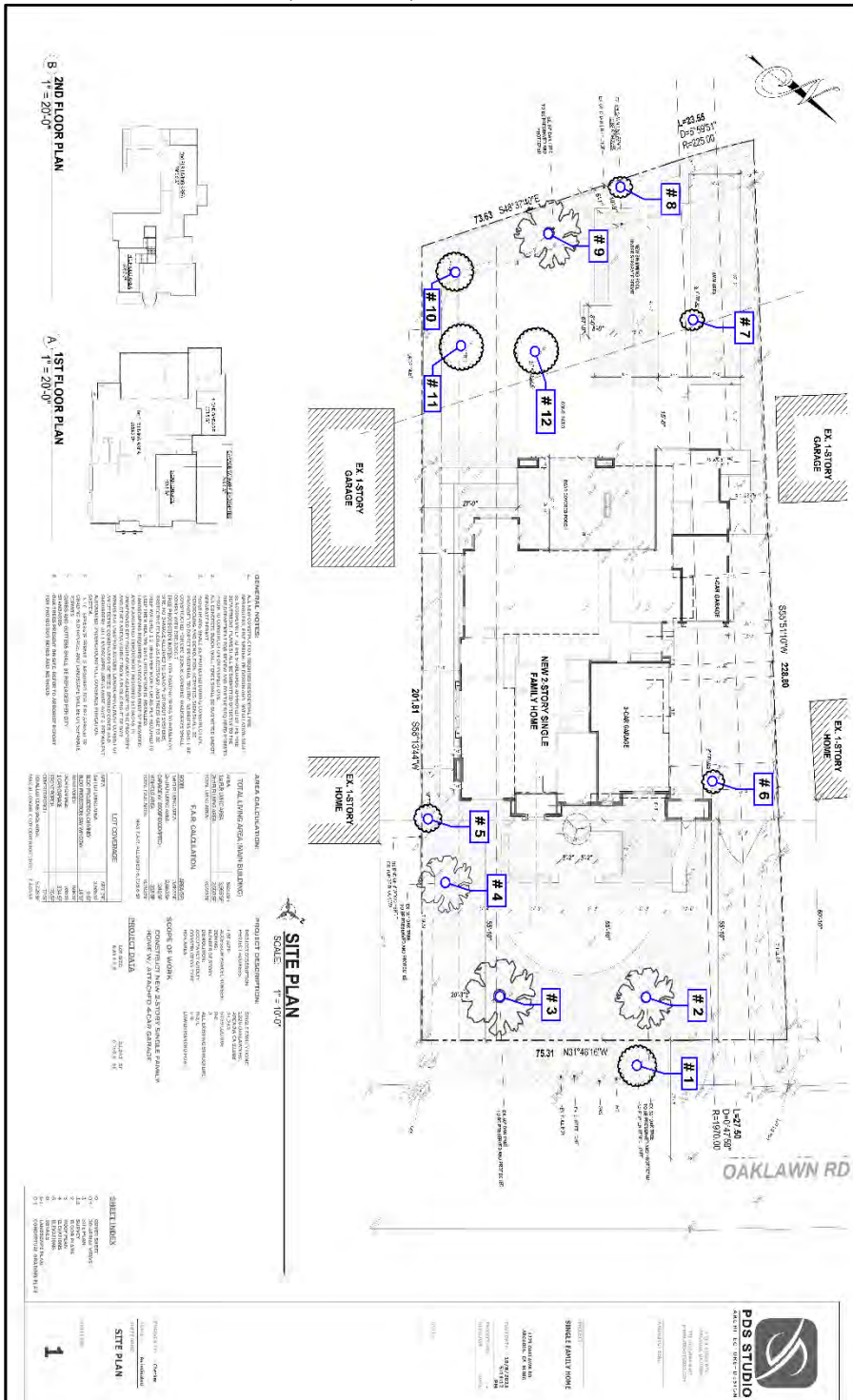
General Tree Condition Rating Guidelines (one or more of the below mentioned defects may not be present but one or more may be so extensive that it may downgrade a tree that would otherwise qualify for example, a (C) grade to a (D) grade due to the severity of the defect. As the consulting arborist I will make any annotation when the aforementioned conditions are the case so that the grade is better understood. Each tree will be rated as an individual tree with its structure, canopy, and root system.

- A) - Healthy, vigorous tree, reasonably free of disease, with good structure and form typical of the species.
- B) - A tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.
- C) - A tree with moderate vigor, moderate twig and small branch dieback, thinning crown, poor leaf color, moderate structural defects that might be mitigated.
- D) - A tree in decline, epicormics growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.
- F) - A tree in severe decline, dieback of scaffold branches and or trunk, mostly epicormics growth, extensive structural defects that cannot be abated.

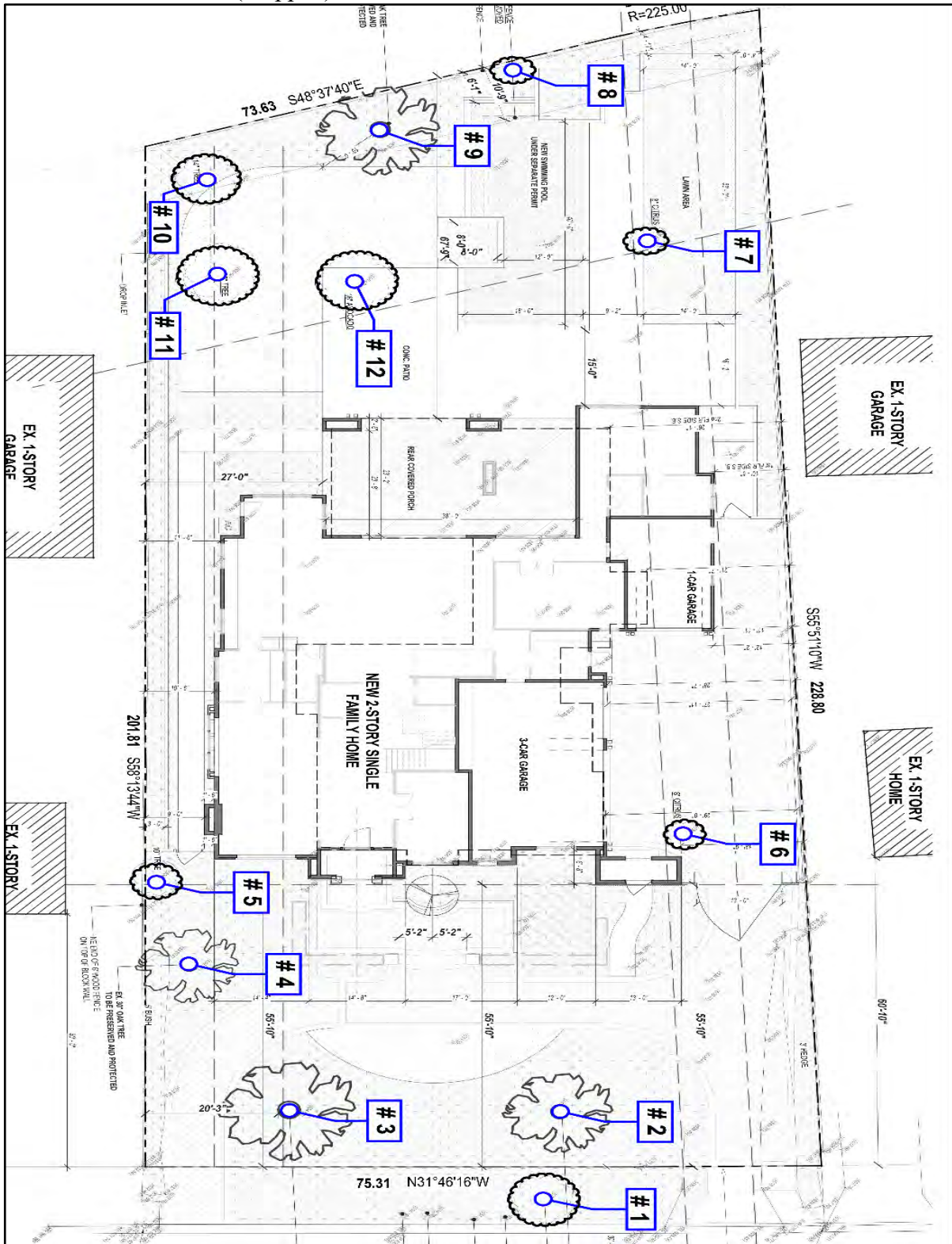
List Inventory pg. 1

Tree #	Common Name	Botanical Name	Diameter at 4.5 feet (dbh) In inches	Height (in feet)	Spread (in feet)	Health condition rating	Protection status	REMOVE or Preserve	Comments
1	Holly Oak	Quercus ilex	13	40	30	B	YES	preserve	Unbalanced canopy
2	Coast live oak	Quercus agrifolia	11+39	70	51	B	YES	preserve	
3	Coast live oak	Quercus agrifolia	16+55	60	36	D	YES	preserve	Severe trunk decay, fungal conks, sparse canopy, & severe deadwood.
4	Coast live oak	Quercus agrifolia	20+24	80	40	B	YES	preserve	
5	Carolina cherry	Prunus caroliniana	8	15	8	D	NO	REMOVE	Large decayed surface root
6	Lemon	Citrus limon	1+1+1+1+ 2+2+2+3	8	8	C	NO	REMOVE	
7	Orange	Citrus paradisi	1+1+1+2+2 +2+3+3+3	12	12	C	NO	REMOVE	
8	Shamel ash	Fraxinus uhdei	4+10	30	24	B	NO	REMOVE	Topped for line clearance
9	Coast live oak	Quercus agrifolia	29	85	36	C	YES	preserve	
10	Pecan	Carya illinoensis	13	45	22	C	NO	REMOVE	Covered in Ivy
11	Crape myrtle	Lagerstroemia indica	2+2+3+4+ 5+5+6+7	25	15	B	NO	REMOVE	Moderately topped
12	Avocado	Persea americana	8+9+15	30	27	C	NO	REMOVE	Moderately topped & modereaye dead

Site Plan With Trees (Full scale)



Site Plan With Trees (cropped)



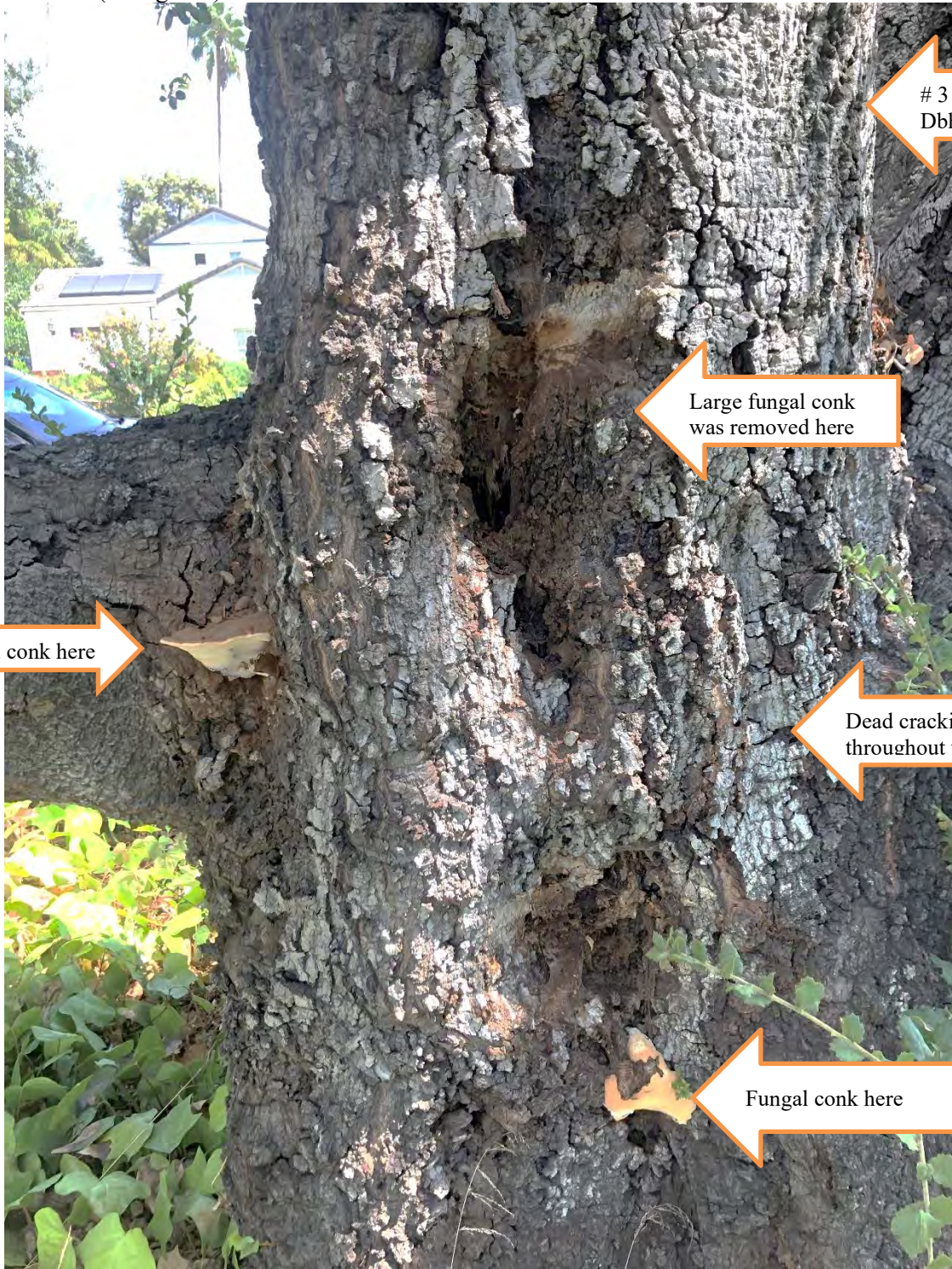
Trees # 1 thru 3 (facing southwest)



Tree # 3 (facing south)



Tree # 3 (facing east)



3 Coast live oak
Dbh = 16+55 in.

Large fungal conk
was removed here

Fungal conk here

Dead cracking bark
throughout the lower trunk

Fungal conk here

Tree # 3 (facing east)



3 Coast live oak
Dbh = 16+55 in.

Dead discolored wood
underneath the dead bark

Tree # 4 (facing west)



Tree # 5 (facing southwest)



Tree # 6 (facing west)



6 Lemon
Dbh = 1+1+1+1+2+2+3 in.

Tree # 7 (facing north)



Tree # 8 (facing west)



Tree 9 (facing south)



Tree # 10 (facing southwest)



Tree # 11 (facing east)



Tree 12 (facing east)



General Tree Protection Plan

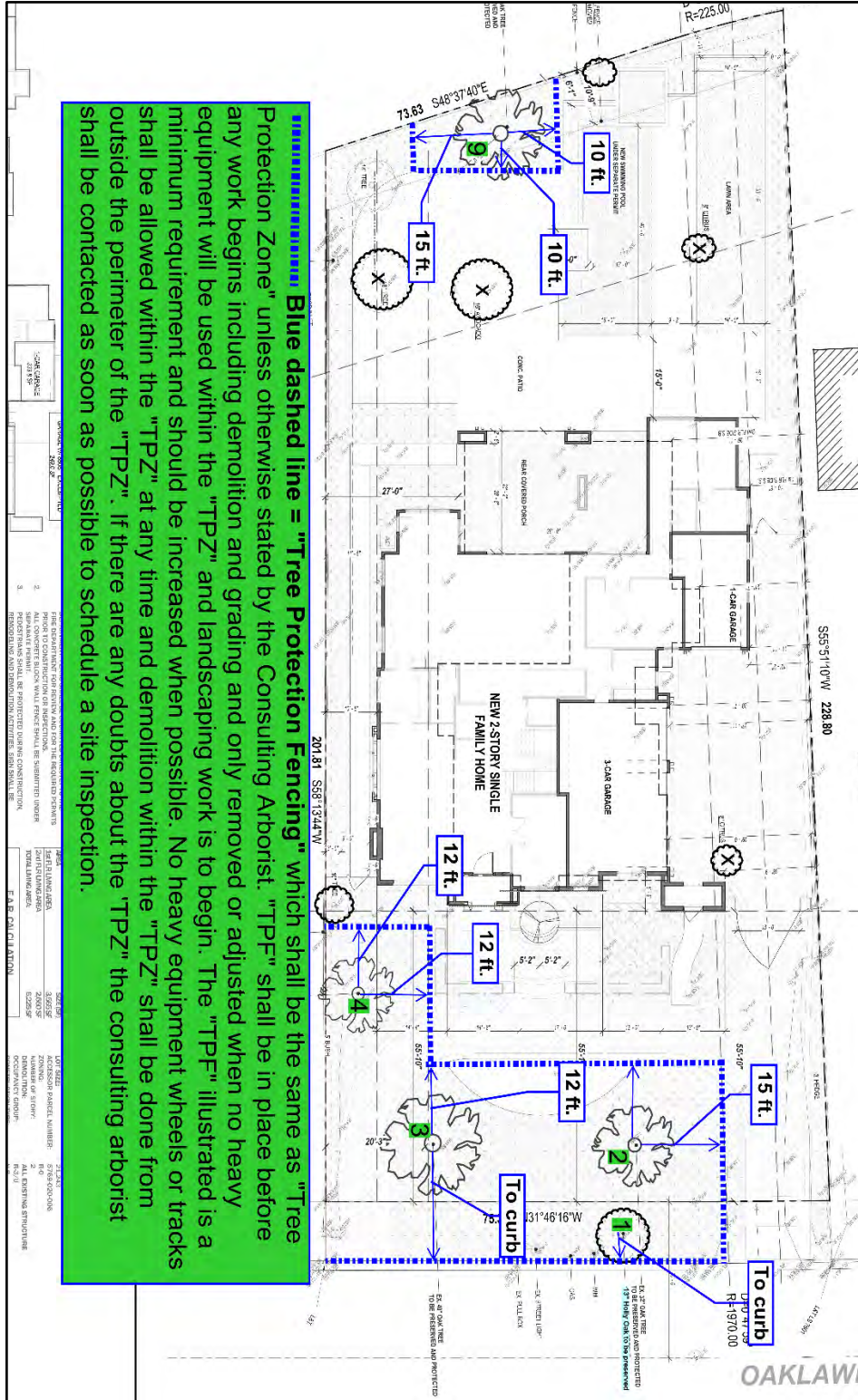
- 1) **Avoid damaging the roots, stem, and branches** with mechanical and manual equipment. No roots shall be severed within the Tree Protection Zone “TPZ” which is the same as the area within the Tree Protection Fencing “TPF.” Roots greater than two inches in diameter outside of the TPZ shall be cleanly severed with a sharp tool such as a hand saw or manual pruners.
- 2) **Avoid soil compaction** by prohibiting the use of heavy equipment such as backhoes and bobcats under the tree drip line. If access within the TPZ is required during the construction process, the route shall be covered in a 6 inch layer of mulch in the TPZ and the area shall be aerated and fertilized at the conclusion of construction.
- 3) **Do not store or park tools**, equipment, vehicles, or chemicals under the tree drip line. No equipment or debris of any kind shall be placed within the TPZ. No fuel, paint, solvent oil, thinner, asphalt, cement, grout, or any other construction chemical shall be stored or allowed in any manner to enter within the TPZ.
- 4) **Avoid washing of equipment** and tools such as wheel barrels, shovels, and mechanical motors under the tree drip line.
- 5) **Prevent flooding and pooling** of service water under the drip line. Grade changes that will flood the TPZ are prohibited unless a drainage plan is implemented. No grade changes within the TPZ shall be allowed.
- 6) **Avoid cutting tree roots whenever possible.** This can sometimes be accomplished by bridging roots, tunneling, or radial trenching. If roots must be cut use a sharp tool that will make a clean flush cut and not tear the roots. If possible all digging under the tree drip line should be done manually to avoid tearing out of roots. Roots outside of the TPZ may be cleanly severed vertically with a sharp garden tool.
- 7) **Do not raise or lower the grade** within the tree protection zone of any protected trees unless approved by the project arborist. Roots greater than 1 inch in diameter that are exposed or damaged shall be cut with a sharp tool such as a hand saw, pruners, or loppers and covered with soil in conformance to industry standards as soon as possible. If any work is required within the TPZ the Arborist shall be consulted previous to beginning. The Arborist shall be contacted as soon as possible to arrange for a timely inspection and prevent delays.

- 8) Protection fencing shall be 5 to 6 ft. high chain link freestanding panels or secured to posts driven into the ground. There shall be no entry gates into the protected zones. **The protection fencing shall be in place before demolition begins and shall only be removed or reduced when all heavy equipment such as back-hoes, bobcats, loaders, and other heavy equipment with tires and tracks will not be required.** Fencing can be adjusted or sections reduced or removed as the project advances into the landscaping phases of the project. The consulting arborist shall be contacted if there are doubts about the placement or removal of fencing.

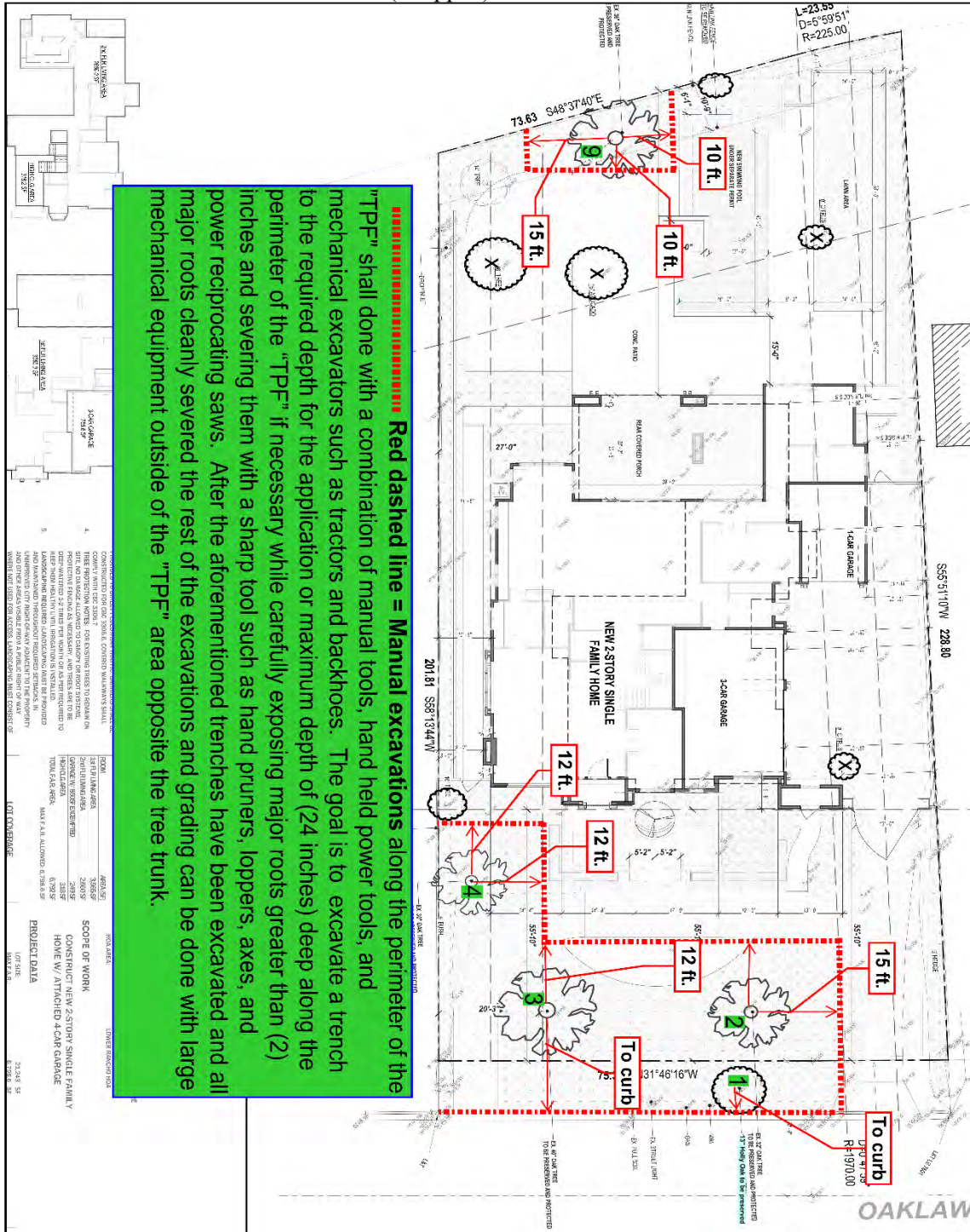
- 9) **Landscape preparation & excavation within the TPZ** shall be limited to the use of hand tools and small hand-held power tools and shall not be of a depth that could cause root damage. No attachments or wires other than those of a protective or non-damaging method shall be attached to a protected tree.

- 10) **Construction personnel should be briefed** on the importance of the guidelines before construction begins and reminded of it during tailgate meetings and as necessary. A printed copy should be posted where employees can be reminded of it.

Site Plan With Protection Fencing (cropped)



Site Plan With Manual Excavations (Cropped)



Tree # 1 Holly oak Protection Details

- a) **Structural excavation and over-excavation:** Tree # 1 is a very long distance from structural excavations and no work is proposed anywhere near the drip line. Impact is expected to be zero.
- b) **New driveway:** The new section of driveway adjacent to this tree is proposed in the footprint of the existing driveway and the impact to this Oak tree from the new driveway is expected to be minimal to zero.
- c) **New Landscaping:** The removal of the existing plants and ground cover under the drip line of this tree shall be done manually with manual tools only to prevent severe root disturbance and damage.
- d) **New Sprinklers:** No broadcast trenching for sprinklers shall be performed within 12 ft. of the edge of the tree trunk on all sides of this tree. The sprinkler water shall not wet the trunk of this tree to prevent fungal infection from persistent trunk moisture.
- e) **Canopy pruning:** No pruning of this tree will be required to complete the proposed construction project.
- f) **Root pruning:** Roots within 12 ft. from the trunk that are encountered for the proposed driveway and sprinkler excavations shall be cleanly severed in a vertical position.
- g) **Protection Fencing:** shall consist of 6 ft. high chain link free standing panels and shall be in place before any works begins including demolition. All protection fencing may be removed or reduced when all heavy equipment and major construction is completed and landscaping is ready to be installed.
- h) **Maintenance:** During the hot summer months this tree shall be watered as needed until the sprinkler system is installed and working.
- i) **Encroachment impacts:** *This project is expected to have a minimal to zero impact* on the short- or long-term health of this tree and it is expected to survive in good health if the protection recommendations are followed and adhered to. **minimal impact means** that no roots greater than two inches are expected to be impacted and no interruption to water uptake or nutrient production, transportation, or storage. Tree stability and anchorage, trunk, branch, and leaves are not expected to be impacted.

Trees # 2 thru 4 Coast live oak trees Protection Details

- a) **Structural excavation and over-excavation:** Structural excavations do not encroach into the drip line of the canopy of Trees # 2 & 3. The structural excavations for the front of the house encroach slightly into the drip line of Tree # 4 but the impact is expected to be minimal because the foundations are very close to the existing foundations where roots disturbance is expected to be minimal.
- b) **New driveway:** The new section of driveway adjacent to these trees is at a distance that is acceptable and the impact to these Oak trees from the new driveway is expected to be minimal to moderate.
- c) **New Landscaping:** The removal of the existing plants and ground cover under the drip line of this tree shall be done manually with manual tools only to prevent severe root disturbance and damage.
- d) **New Sprinklers:** No broadcast trenching for sprinklers shall be performed within 12 ft. of the edge of the tree trunk on all sides of these trees. The sprinkler water shall not wet the trunk of this tree to prevent fungal infection from persistent trunk moisture.
- e) **Canopy pruning:** No pruning of these trees will be required to complete the proposed construction project.
- f) **Root pruning:** Roots encountered during the excavation for the new circular driveway shall be cleanly severed with a sharp tool and cut in a vertical position.
- g) **Protection Fencing:** shall consist of 6 ft. high chain-link free-standing panels and shall be in place before any works begins including demolition. All protection fencing may be removed or reduced when all heavy equipment and major construction is completed, and landscaping is ready to be installed.
- h) **Maintenance:** During the hot summer months these trees shall be watered as needed until the sprinkler system is installed and working.
- i) **Encroachment impacts:** *This project is expected to have a minimal to moderate impact* on the short- or long-term health of this tree and it expected to survive in their existing health if the protection recommendations are followed and adhered to. **Moderate impact means** that roots greater than two inches are expected to be impacted but no interruption to water uptake or nutrient production, transportation, or storage. Tree stability and anchorage, trunk, branch, and leaves are not expected to be impacted.

Tree # 9 Coast live oak trees Protection Details

- a) **Structural excavation and over-excavation:** The proposed new house encroaches slightly into the drip line of this Oak tree. Impact is expected to be minimal.
- b) **New Concrete Patio & Swimming Pool:** The edge of the excavation for the proposed concrete patio and proposed swimming pool on the side of the tree trunk shall be manually excavated as described on **pg. # 25**.
- c) **New Landscaping:** The removal of the existing plants and ground cover under the drip line of this tree shall be done manually with manual tools only to prevent severe root disturbance and damage.
- d) **New Sprinklers:** No broadcast trenching for sprinklers shall be performed within 12 ft. of the edge of the tree trunk on all sides of these trees. The sprinkler water shall not wet the trunk of this tree to prevent fungal infection from persistent trunk moisture.
- e) **Canopy pruning:** No pruning of this tree beyond the removal of dead wood will be required to complete the proposed construction project.
- f) **Root pruning:** Roots encountered during the excavation for the new concrete patio and swimming pool shall be exposed and cleanly severed with a sharp vertical cut.
- g) **Protection Fencing:** shall consist of 6 ft. high chain-link free-standing panels and shall be in place before any works begins including demolition. All protection fencing may be removed or reduced when all heavy equipment and major construction is completed, and landscaping is ready to be installed.
- h) **Maintenance:** During the hot summer months this tree shall be watered as needed until the sprinkler system is installed and working.
- i) **Encroachment impacts:** *This project is expected to have a minimal impact* on the short- or long-term health of this tree and it expected to survive in good health if the protection recommendations are followed and adhered to. **minimal impact means** that no roots greater than two inches are expected to be impacted and no interruption to water uptake or nutrient production, transportation, or storage. Tree stability and anchorage, trunk, branch, and leaves are not expected to be impacted.

Certificate of Performance & Limiting Conditions

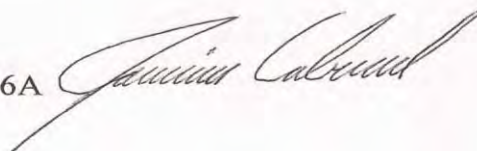
I Javier Cabral certify the following:

- No warranty is made, expressed or implied, that problems or deficiencies of the trees or the property will not occur in the future, from any cause. The Arborist shall not be responsible for damages or injuries caused by any tree defects, and assume no responsibility for the correction of defects or tree related problems.
- The owner and client of the trees may choose to accept or disregard the recommendations of the Arborist or seek additional advice if the owner decides not to accept the Arborists findings or recommendations.
- The Arborist has no past, present or future interest in the removal or preservation of any tree. The opinions contained in the Arborist report are independent and objective judgements of the Arborist.
- The findings, opinions, and recommendations of the Arborist are based on based on the physical inspection of said property. The opinions are based on knowledge, experience, and education.
- The Arborist shall not be required to provide testimony, provide site monitoring, provide further documentation for changes beyond the control of the Arborist, be deposed, or to attend any meeting without contractual arrangements for additional fees to the Arborist.
- The Arborist assumes no responsibility for verification of ownership or location of property lines, or for any recommendations based on inaccurate information.
- This Arborist report may not be reproduced without the expressed written permission of the Arborist and the client to whom the report was provided to. Any changes or alteration of this report invalidates the entire report.
- Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, make recommendations to prevent or minimize damage to trees during and after construction projects, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.
- Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.
- Treatment, pruning and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.
- Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

Thank you and feel free to contact me if you have any questions or concerns.

Yours truly,

Javier Cabral / Consulting arborist
1390 El Sereno Ave Pasadena, Ca 91103
International Society of Arboriculture # WE 8116A

A handwritten signature in black ink that reads "Javier Cabral". The signature is written in a cursive style with a large, sweeping initial "J".

Planning Commission Attachment No. 7

Preliminary Exemption Assessment



CITY OF
ARCADIA

PRELIMINARY EXEMPTION ASSESSMENT

(Certificate of Determination
When Attached to Notice of Exemption)

1. Name or description of project:	A new 6,138 square foot, two-story, Cape Cod style residence with an attached four-car garage, and several covered porches totaling 1,075 square feet at 1225 Oaklawn Road	
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	1225 Oaklawn Road, Arcadia, CA 91006	
3. Entity or person undertaking project:	A.	
	B. Other (Private)	
	(1) Name	Yaping Zhu, Dawen Gao, Yan Zhao
	(2) Address	310 Cambridge Drive, Arcadia, CA 91006
4. Staff Determination:		
The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:		
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input checked="" type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	15303(a) – Construction of a new home
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: November 9, 2022

Staff: Fiona Graham, Planning Services Manager

Exhibit No. 5

Architectural Drawings approved by the
Santa Anita Oaks Architectural Review
Board



NEW SINGLE FAMILY HOME | 1225 OAKLAWN ROAD, ARCADIA

GENERAL NOTES

- ALL NEW CONSTRUCTION REQUIRED RESIDENTIAL FIRE SPRINKLERS. FIRE SPRINKLER DESIGN AND INSTALLATION SHALL BE ACCORDING TO THE STANDARDS APPROVED BY THE FIRE DEPARTMENT. PLANS SHALL BE SUBMITTED DIRECTLY TO THE DEPARTMENT FOR REVIEW AND FOR THE REQUIRED PERMITS PRIOR TO CONSTRUCTION OR INSPECTIONS.
- ALL CONCRETE BLOCK WALL FENCE SHALL BE SUBMITTED UNDER SEPARATE PERMIT.
- PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, RENOVATING, AND DEMOLITION ACTIVITIES. SIGNS SHALL BE PROVIDED TO DIRECT PEDESTRIAN TRAFFIC. BARRIERS SHALL BE CONSTRUCTED FOR ONE-SIDE COVERED WALKWAYS SHALL COMPLY WITH CBC 3306.7
- FIRE PROTECTION NOTES:** FOR EXISTING TREES TO REMAIN ON SITE, NO DAMAGE ALLOWED TO CANOPIES OR ROOT SYSTEMS. PROTECTIVE FENCING AS NECESSARY, AND TREES ARE TO BE DEEP-WATERED 1/2 INCHES PER MONTH OR AS PER REQUIRED TO KEEP THEM HEALTHY UNTIL IRRIGATION IS NEEDED.
- LANDSCAPING REQUIRED:** LANDSCAPING MUST BE PROVIDED AND MAINTAINED THROUGHOUT REQUIRED SETBACKS IN UNIMPROVED CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY AND OTHER AREAS VISIBLE FROM A PUBLIC RIGHT OF WAY WHERE NOT USED FOR ACCESS. LANDSCAPING MUST CONSIST OF AN EFFECTIVE COMBINATION OF TREES, GRASSING COVER AND SHRUBBERY. ALL LANDSCAPED AREAS MUST HAVE A PERMANENT AUTOMATED UNDERGROUND FULL COVERAGE IRRIGATION SYSTEM.
- N.C. SEPARATE PERMIT IS REQUIRED FOR FIRE SPRINKLER, GRADING & DRAINAGE, AND LANDSCAPE. WILL BE ON SEPARATE PERMITS.
- CURBS AND GUTTERS SHALL BE REPLACED PER CITY STANDARDS.
- OAK TREES PRESENT ON SITE, REFER TO AIRBORNE REPORT FOR PROTECTION NOTES AND METHODS.**

AREA CALCULATION

TOTAL LIVING AREA	
AREA	5021 SF
2ND FLR LIVING AREA	4,047 SF
3RD FLR LIVING AREA	2,001 SF
TOTAL LIVING AREA	6,048 SF
RATIO OF 2ND FLR TO 3RD FLR: 51.7%	

F.A.R. CALCULATION	
AREA NAME	AREA (SF)
2ND FLR LIVING AREA	4,047 SF
3RD FLR LIVING AREA	2,001 SF
CARAGE W/ ROOFP EXCEPTED	63 SF
HIGH CEG AREA	173 SF
POOL CEG AREA	70 SF
TOTAL F.A.R. AREA	6,475 SF
MAX F.A.R. ALLOWED: 6,708.6 SF	

LOT COVERAGE	
AREA	SIZE (SF)
2ND FLR LIVING AREA	4,047 SF
CHIMNEY	7 SF
BAY WINDOW	22 SF
REAR PORCH	477 SF
4-CAR GARAGE	926 SF
COVERED PORCH	68 SF
FRONT PORCH	20 SF
SIDE PORCH	20 SF
REAR PORCH	23 SF
TOTAL LOT COVERAGE AREA	6,016 SF
MAX ALLOWABLE LOT COVERAGE (25%) = 7,435 SF	

PROJECT DESCRIPTION

PROJECT DESCRIPTION: SINGLE FAMILY HOME
 PROJECT ADDRESS: 1225 OAKLAWN RD, ARCADIA CA 95008
 LOT SIZE: 21,243
 APN: 0760020-006
 ZONING: R-0
 NUMBER OF STORY: 3
 DEMOLITION: ALL EXISTING STRUCTURE
 OCCUPANCY GROUP: R-3/U
 CONSTRUCTION TYPE: 1/8
 HOA AREA: SANTA ANITA OAKS

SCOPE OF WORK

CONSTRUCT NEW 3-STORY SINGLE FAMILY HOME W/ ATTACHED 4-CAR GARAGE

PROJECT DATA

LOT SIZE: 21,243 SF
 MAX F.A.R.: 6,708.6 SF

SHEET INDEX

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	SITE PLAN
1.1	TOPOGRAPHIC SURVEY
1.2	SITE ANALYSIS
2	1ST FLOOR PLAN
3	2ND FLOOR PLAN
3.1	ROOF PLAN
4	ELEVATIONS
5	ELEVATIONS
6	DETAILS
6.1	LANDSCAPE PLAN
6.2	CONCEPTUAL GRADING PLAN



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721 S. 1800th AVE.
 ARCADIA, CA 95008
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ARCHITECT SEAL:

PROJECT:
 SINGLE FAMILY HOME

1225 OAKLAWN RD
 ARCADIA, CA 95008

PLUT DATE: 9/23/2022
 11/18/22
 AM

PROJECT NO.:

REVISION DATE:

TITLE:

CHECKED BY: Checker

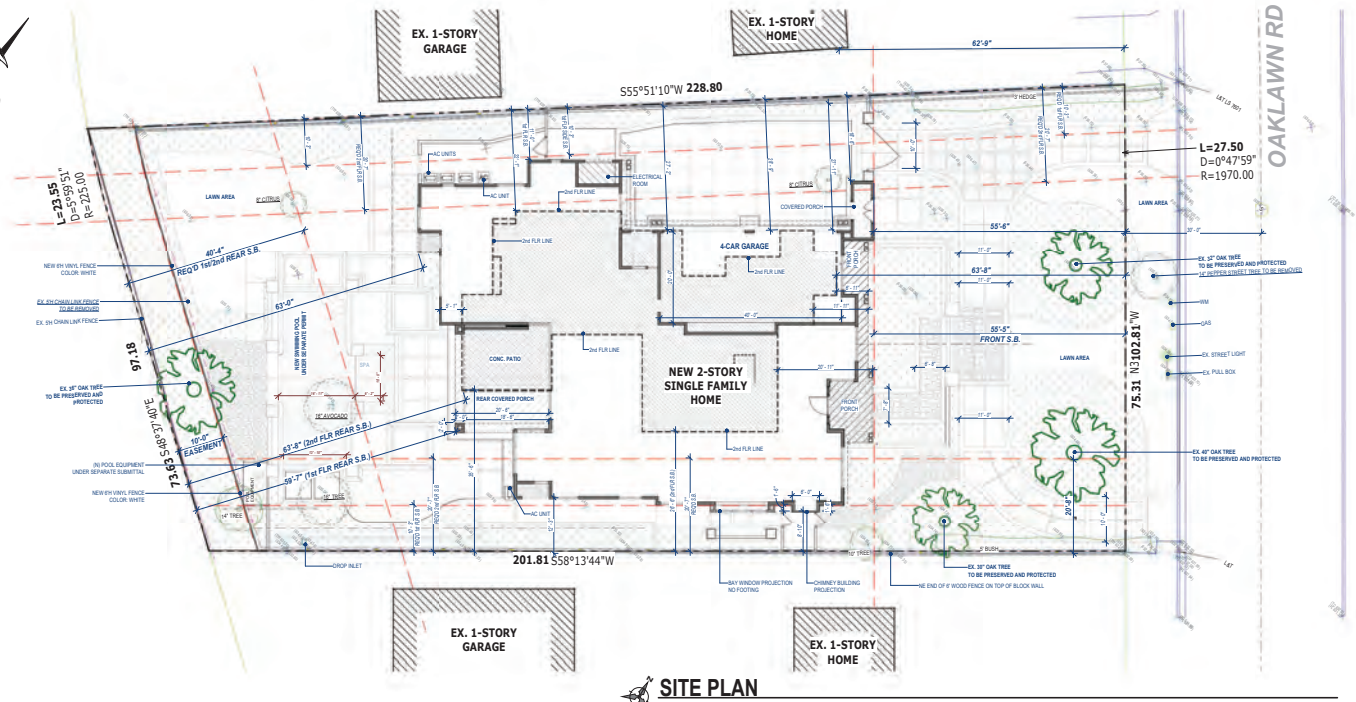
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COVER SHEET

SHEET NO.:

0

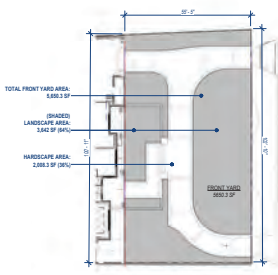


SITE PLAN
SCALE: 1" = 10'-0"

SETBACK CALCULATION:

REQUIRED FRONT YARD SETBACK: 55'-0"
 AVERAGE OF TWO ADJ. HOMES: $100' \div 2 = 50' + 5' = 55'$
 REQUIRED 1st FLOOR SIDE YARD SETBACK: 10'-3"
 10% OF LOT WIDTH (AT FRONT PL) = $0.10 \times 102.81 = 10.28' \approx 10'-3"$
 REQUIRED 2nd FLOOR SIDE YARD SETBACK: 20'-7"
 20% OF LOT WIDTH (AT FRONT PL) = $0.20 \times 102.81 = 20.56' \approx 20'-7"$
 REQUIRED 1st/2nd REAR YARD SETBACK: 40'-4"
 $35' \div 2 + (\text{LOT DEPTH} - 150') \div 10 = 35' + (228.8 - 150') \div 10 = 40.28' \approx 40'-4"$

LANDSCAPE CALCULATION



NOTES:

- ALL NEW CONSTRUCTION REQUIRES RESIDENTIAL FIRE SPRINKLERS, FIRE SPRINKLER DESIGN AND INSTALLATION SHALL BE ACCORDING TO THE STANDARDS APPROVED BY THE FIRE DEPARTMENT. PLANS SHALL BE SUBMITTED DIRECTLY TO THE FIRE DEPARTMENT FOR REVIEW AND FOR THE REQUIRED PERMIT PRIOR TO CONSTRUCTION OR INSPECTIONS.
- ALL CONCRETE BLOCK WALL FENCE SHALL BE SUBMITTED UNDER SPRAWNS PERMIT.
- PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMEDIATION AND DEMOLITION ACTIVITIES. SIGN SHALL BE PROVIDED TO DIRECT PEDESTRIAN TRAFFIC. BARRIERS SHALL BE CONSTRUCTED FOR CEC 3306.8. COVERED WALKWAYS SHALL COMPLY WITH CEC 3307.2.
- TREE PROTECTION NOTES:** FOR EXISTING TREES TO REMAIN ON SITE NO DAMAGE ALLOWED TO CANOPY OR ROOT SYSTEMS. PROTECTIVE FENCING AS NECESSARY, AND TREES ARE TO BE DEEP WATERED 2-3 TIMES PER MONTH OR AS PER REQUIRED TO KEEP THEM HEALTHY UNTIL IRRIGATION IS INSTALLED.
- LANDSCAPING REQUIRED:** LANDSCAPING MUST BE PROVIDED AND MAINTAINED THROUGHOUT REQUIRED SETBACKS IN UNIMPROVED CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY AND OTHER AREAS VISIBLE FROM A PUBLIC RIGHT OF WAY WHERE NOT USED FOR ACCESS. LANDSCAPING MUST CONSIST OF AN EFFECTIVE COMBINATION OF TREES, GRASS COVER AND SHRUBBERY. ALL LANDSCAPED AREAS MUST HAVE A PERMANENT AUTOMATED UNDERGROUND FULL COVERAGE IRRIGATION SYSTEM.
- SIDEWALK CURBS AND GUTTER SHALL BE REPLACED, SEE CITY STANDARDS.**

SITE PLAN KEYNOTE

1	CONSTRUCT NEW DRIVEWAY APPROACH PER CITY STANDARD
2	SCORED CONCRETE DRIVEWAY W/ 1" BORDER, UCR TAN FROM "COLORFULL"
3	LANDSCAPE AREA
4	LAWN AREA
5	CONCRETE WALKWAY
6	NEW DRIVEWAY GATE
7	2"X4" 24"PT PLASTER, STUCCOED TAN TO MATCH BLDG
8	2"X4" 24"PT PLASTER
9	BRANDED FIBRE WALKWAY
10	1"X4" 24" DRIVEWAY GATE, W/L
11	LOW GARDEN WALL
12	STONE PAVING PAD WITH 4" WIDE SYNTHETIC STRIPS
13	STONE PAVING PADS
14	6" VINYL WALL



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ARCHITECT SEAL:

PROJECT:

SINGLE FAMILY HOME

1323 OAKLAWN RD
ARCADIA, CA 91706

PLLOT DATE: 9/29/2022
11:18:59 AM

PROJECT NO. _____ DATE _____

REVISION _____ DATE _____

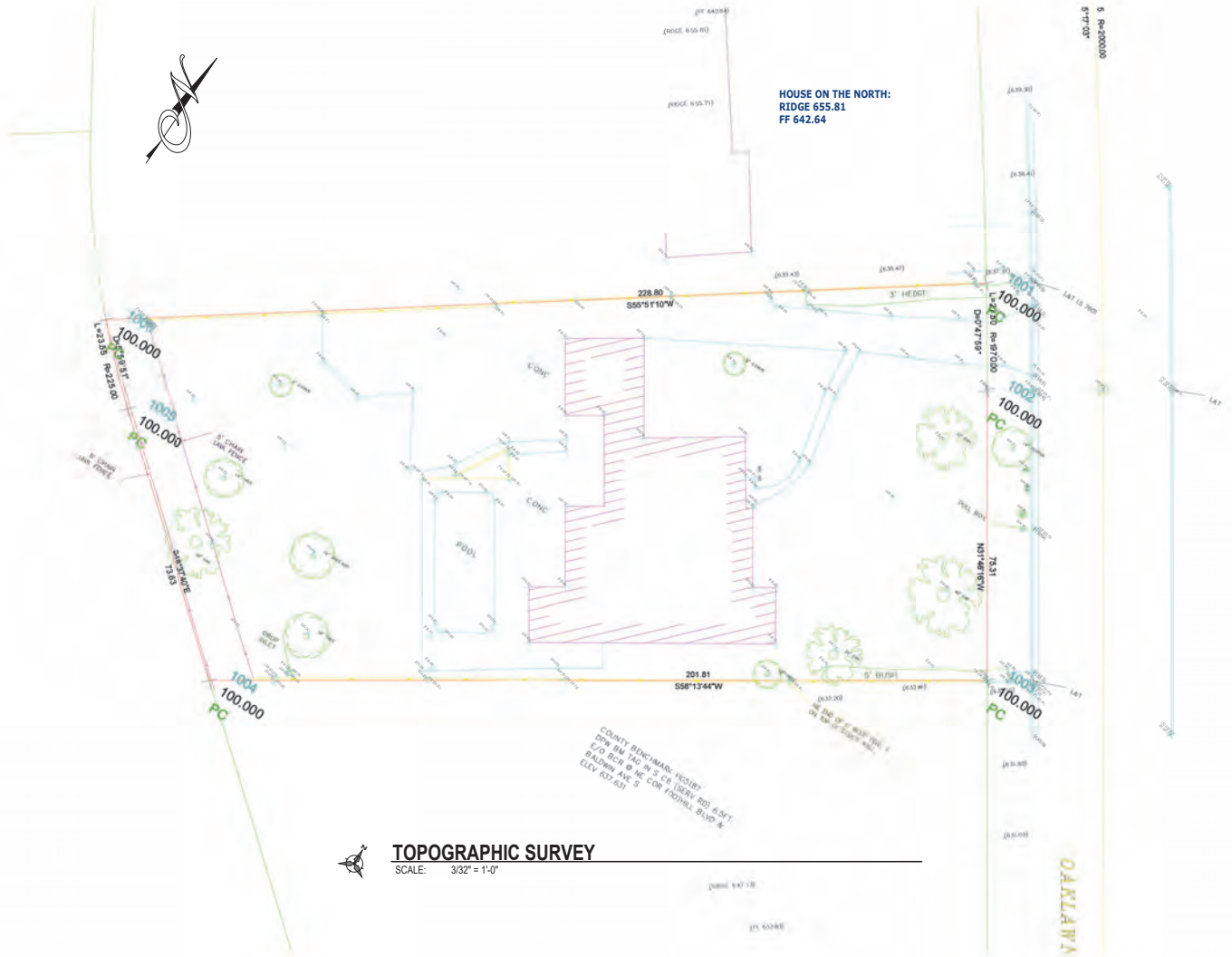
NOTES:

CHECKED BY: Checker

SCALE: As indicated

SITE PLAN

SHEET NO. **1**



TOPOGRAPHIC SURVEY
SCALE: 3/32" = 1'-0"

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ARCHITECT SEAL:

PROJECT:
SINGLE FAMILY HOME

1321 OAKLAWN RD
ARCADIA, CA 91006

PLOT DATE: 9/29/2022
11/9/21
AM

PROJECT NO.
REVISION DATE

NOTES:

CHECKED BY: Checker
SCALE: 3/32" = 1'-0"
DATE: 11/9/21

TOPOGRAPHIC SURVEY

SHEET NO.
1.1



AERIAL VIEW
SCALE: 1/32" = 1'-0"



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REGISTERED SEAL:



PROJECT:
SINGLE FAMILY HOME

1231 OAKLAWN RD.
ARCADIA, CA 91006

PLOTT DATE:
9/22/2022 11:19:03 AM
PROJECT NO.
REVISION DATE

NOTES:

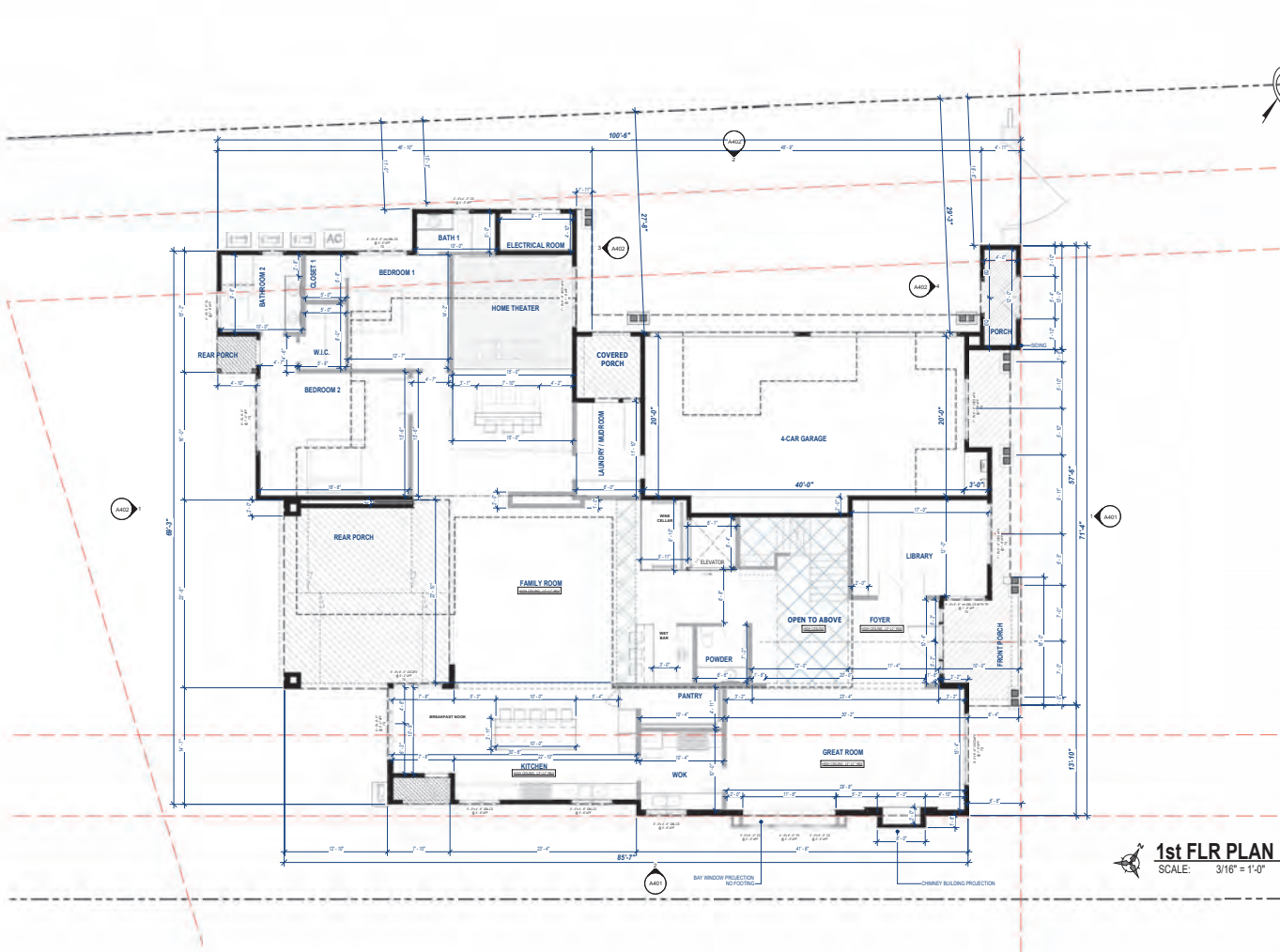
CHECKED BY: Checker

SCALE: As indicated

SITE ANALYSIS

SHEET NO.

1.2



1st FLR PLAN
SCALE: 3/16" = 1'-0"



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ARCHITECT SEAL:

PROJECT:

SINGLE FAMILY HOME

1323 DALYAWN RD
ARCADIA, CA 91006

PLAT DATE: 9/29/2022
11/19/2022
AM

PROJECT NO.
REVISION DATE

NOTES:

ORDERED BY: Checker
SCALE: 3/16" = 1'-0"
SHEET NO.: 2.1

1st FLOOR PLAN

SHEET NO.

2.1



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PROJECT: SINGLE FAMILY HOME

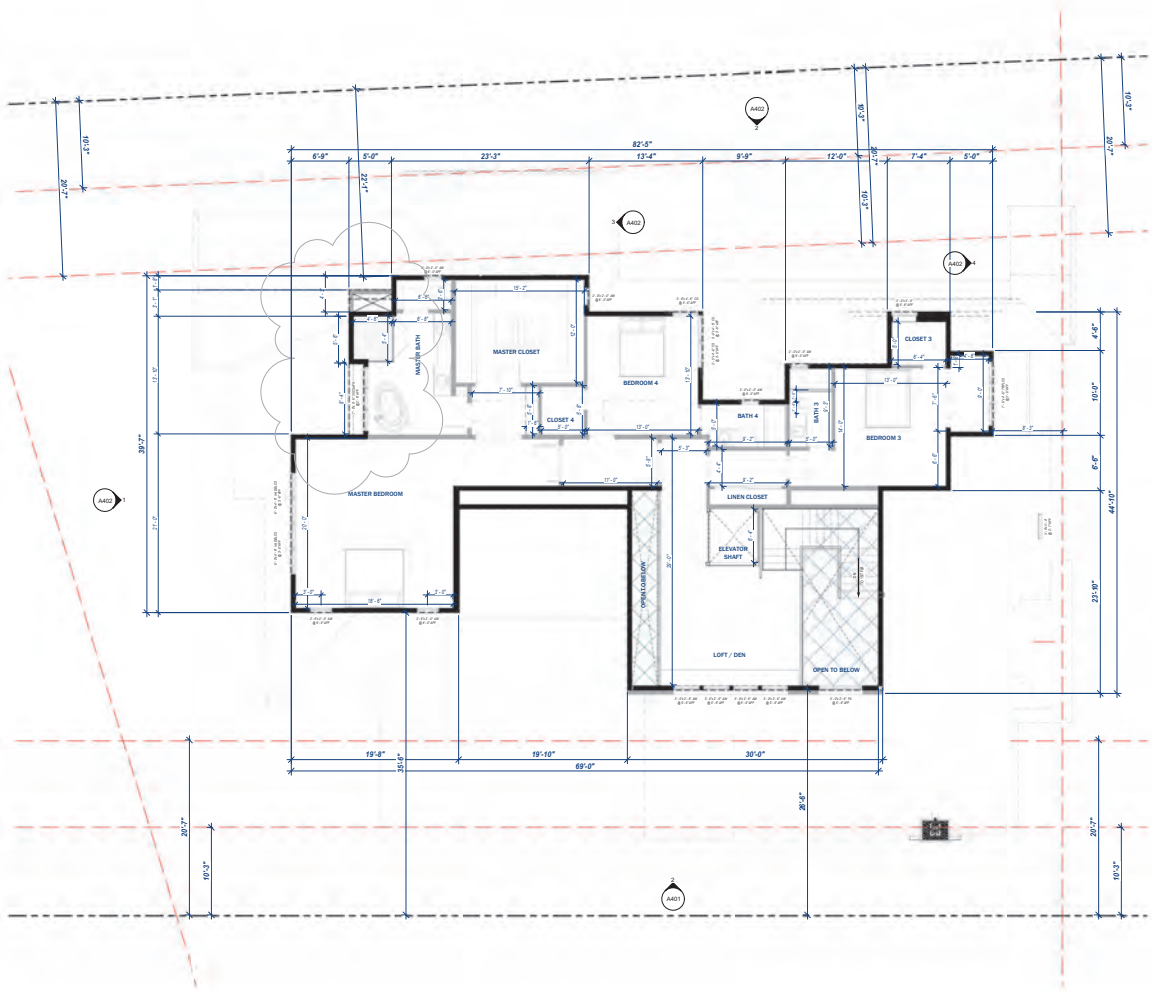
1321 DALWAY RD
ARCADIA, CA 91006

PLAT DATE: 9/23/2022
11/9/2022
PROJECT NO. DATE
1 2022

NOTES:

ORDERED BY: Checker
SCALE: 3/16" = 1'-0"
2nd FLOOR PLAN

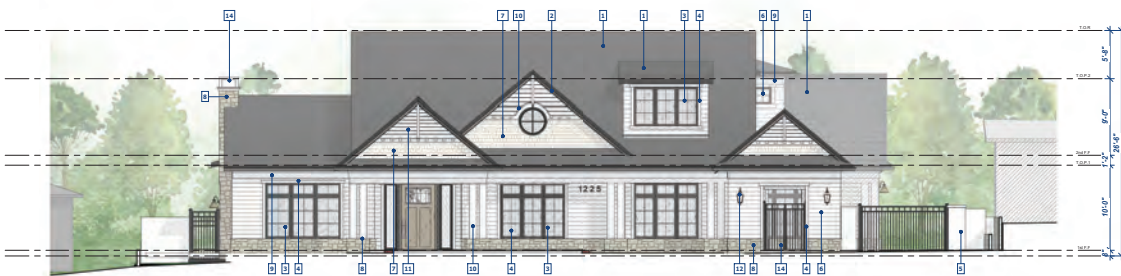
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2.2



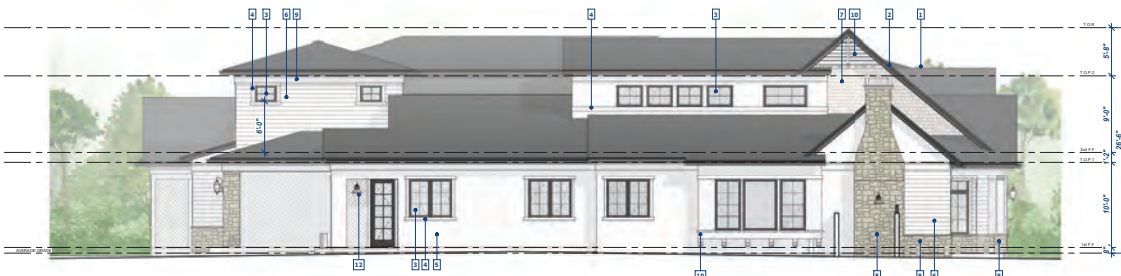
2nd FLR PLAN
SCALE: 3/16" = 1'-0"

ELEVATION FINISH SCHEDULE

- | | |
|--|---|
| 1. BORAL ROOF TILE MADERA 900 VINTAGEWOOD | 10. WOODWORK WOODWORK BY OTHERS PAINTED WHITE |
| 2. 4" FASCIA DUNN EDWARDS BLACK | 11. DECORATIVE VENT W/ DENTILS WOODWORK BY OTHERS PAINTED WHITE |
| 3. WINDOWS JELD WEN SITELINE EX WOOD CLAD BLACK 7/8" WIDE MUNTIN GRID | 12. EXTERIOR LIGHTING QUOIZEL LIGHTING TUDOR COLLECTION MYSTIC BLACK |
| 4. WOOD TRIM DUNN EDWARDS PAINTED WHITE | 13. GARAGE DOOR CARRIAGE STYLE GARAGE DOOR WHITE |
| 5. MERLEX STUCCO SMOOTH FINISH OATMEAL | 14. CHIMNEY SHROUD COLOR COATED ALUMINUM WHITE |
| 6. SIDING JAMES HARDIE SIDING 6.5" LAP SIDING PAINTED WHITE | 15. WROUGHT IRON IRONWORK BY OTHERS WHITE COLOR |
| 7. SIDING AT GABLE JAMES HARDIE SIDING STAGGERED PANELS PAINTED D66229 (DUNN EDWARDS) CALICO ROCK | |
| 8. STONE VENEER COUGAR STONE MOCHA NU ERA | |
| 9. CROWN MOULDING 2X8 WOOD PAINTED WHITE | |



① ELEVATION 1 (FRONT)
3/16" = 1'-0"



④ ELEVATION 2 (SIDE)
3/16" = 1'-0"



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ARCHITECT SEAL:

PROJECT:

SINGLE FAMILY HOME

1321 DALYAWN RD
ARCADIA, CA 91006

PLUT DATE: 9/29/2022 11/19/23
AM

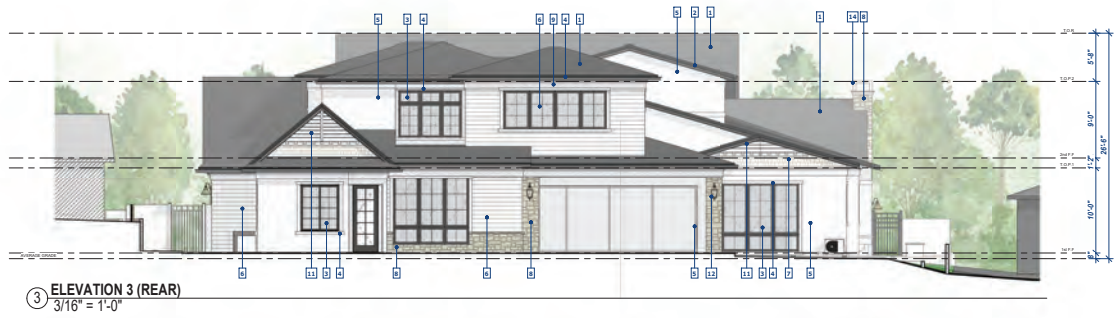
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REVISION _____ DATE _____

NOTES:

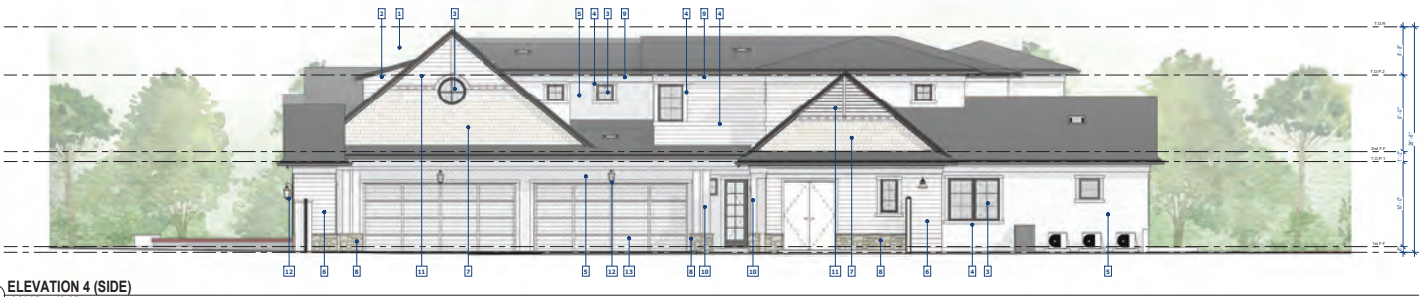
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SHEET NAME: ELEVATIONS

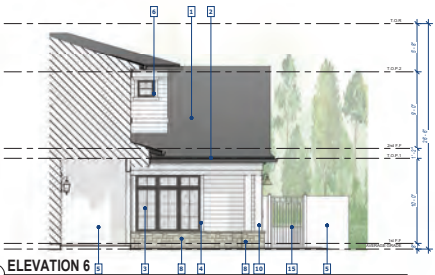
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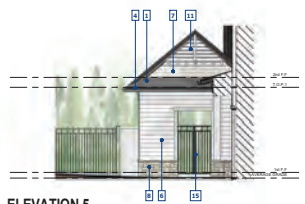
③ ELEVATION 3 (REAR)
3/16" = 1'-0"



④ ELEVATION 4 (SIDE)
3/16" = 1'-0"



⑥ ELEVATION 6
3/16" = 1'-0"



⑤ ELEVATION 5
3/16" = 1'-0"

ELEVATION FINISH SCHEDULE

- | | |
|--|--|
| 1. BORAL ROOF TILE MADERA 900 VINTAGEWOOD | 10. WOODWORK WOODWORK BY OTHERS PAINTED WHITE |
| 2. 4" FASCIA DUNN EDWARDS BLACK | 11. DECORATIVE VENT W/ DENTILS WOODWORK BY OTHERS PAINTED WHITE |
| 3. WINDOWS JELD WEN SITELINE EX WOOD CLAD BLACK 7/8" WIDE MUNTIN GRID | 12. EXTERIOR LIGHTING QUIZEL LIGHTING TUDOR COLLECTION MYSTIC BLACK |
| 4. WOOD TRIM DUNN EDWARDS PAINTED WHITE | 13. GARAGE DOOR CARRIAGE STYLE GARAGE DOOR WHITE |
| 5. MERLEX STUCCO SMOOTH FINISH OATMEAL SIDING JAMES HARDIE SIDING 6.5" LAP SIDING PAINTED WHITE | 14. CHIMNEY SHROUD COLOR COATED ALUMINUM WHITE |
| 6. SIDING AT GABLE JAMES HARDIE SIDING STAGGERED PANELS PAINTED DE6229 (DUNN EDWARDS) CALICO ROCK | 15. WROUGHT IRON IRONWORK BY OTHERS WHITE COLOR |
| 7. STONE VENEER COUGAR STONE MOCHA NU ERA | |
| 8. CROWN MOULDING 2X8 WOOD PAINTED WHITE | |

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PROJECT: SINGLE FAMILY HOME

1323 DALWAY RD
ARCADIA, CA 91006

PROJECT DATE: 9/23/2022
11/19/22
AM

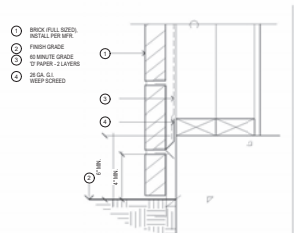
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REVISION _____ DATE _____

DESIGNED BY: Checker

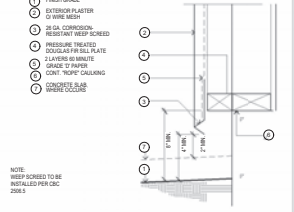
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SHEET NAME: ELEVATIONS

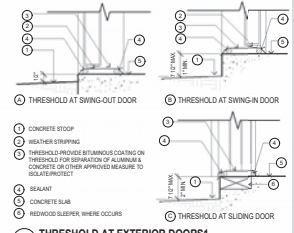
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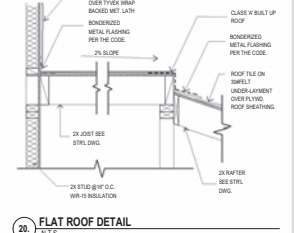
17 BRICK (FULL SIZED) APPLICATION
N.T.S.



13 WINDOW HEAD W/ WOOD TRIM
N.T.S.



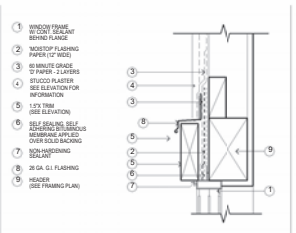
18 WEEP SCREED AT CONC. SLAB
N.T.S.



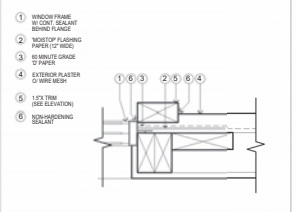
19 THRESHOLD AT EXTERIOR DOORS
N.T.S.



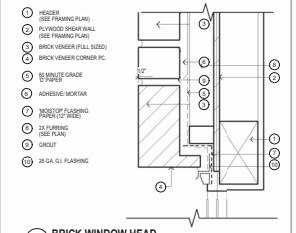
20 FLAT ROOF DETAIL
N.T.S.



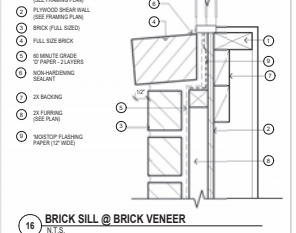
13 WINDOW HEAD W/ WOOD TRIM
N.T.S.



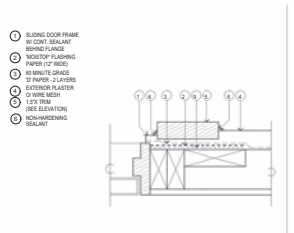
14 WINDOW JAMB W/ WOOD TRIM
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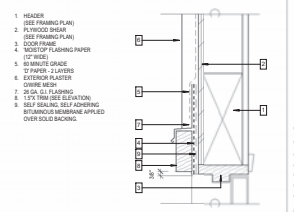
15 BRICK WINDOW HEAD
N.T.S.



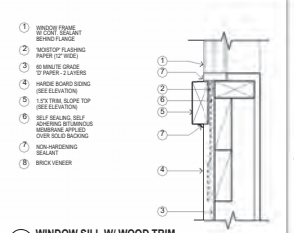
16 BRICK SILL @ BRICK VENEER
N.T.S.



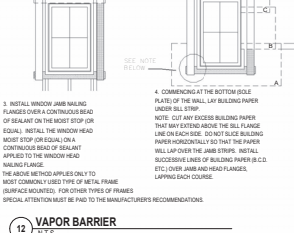
9 DOOR JAMB W/ WOOD TRIM
N.T.S.



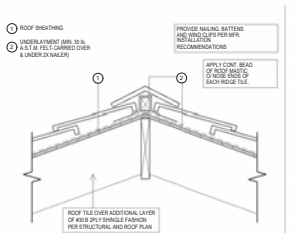
10 DOOR HEAD W/ WOOD TRIM
N.T.S.



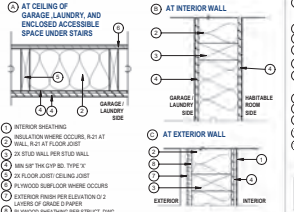
11 WINDOW SILL W/ WOOD TRIM
N.T.S.



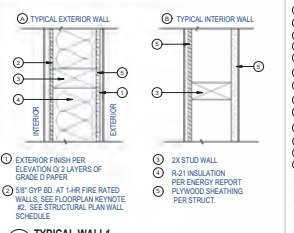
12 VAPOR BARRIER
N.T.S.



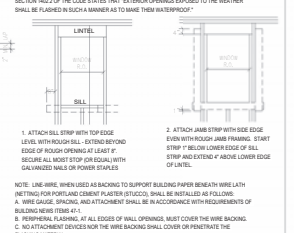
5 RIDGE CAP
N.T.S.



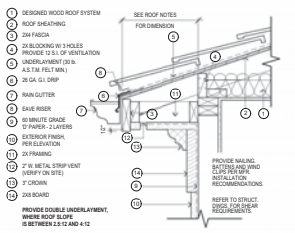
6 1-HR FIRE RESISTIVE WALL/CLG
N.T.S.



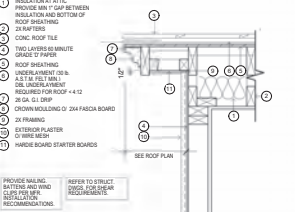
7 TYPICAL WALL 1
N.T.S.



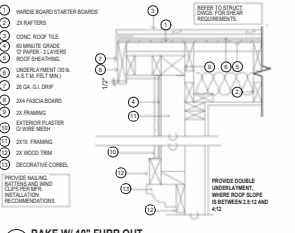
4 VALLEY FLASHING 1
N.T.S.



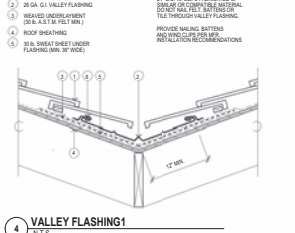
4 EAVE @ PLASTER W/ WOOD TRIM
N.T.S.



2 RAKE (TYP.)
N.T.S.



3 RAKE W/ 10" FUR FOUT
N.T.S.



4 VALLEY FLASHING 1
N.T.S.

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ARCADIA, CA 91006
TEL: 626-294-0402
WWW.PDS-10100.COM

PROJECT: **SINGLE FAMILY HOME**

1225 SHALAWN RD.
ARCADIA, CA 91006

DATE: **9/23/2022 11:19:32 AM**

PROJECT NO.
REVISION NO. DATE

DESIGNED BY: **Checker**
SCALE: **As indicated**

ARCHITECTURAL DETAILS

SHEET NO. **6**

Exhibit No. 6

Public Comment

EXPERT DECLARATION OF KEVIN YOON LAI

I, Kevin Yoon Lai, declare as follows:

1. I am licensed in California as a Registered Civil Engineer (RCE) (RCE License #60565) and as Professional Land Surveyor (PLS) (PLS License #8886).
2. I am the Chief Operating Officer of CaliLand Engineering, Inc., a civil engineering and land surveying consulting firm based in the County of Los Angeles.
3. I have been retained by Dr. Shirley Chi (hereinafter, "Neighbor") in this matter to investigate a building height and perform a field survey related to neighboring properties located at 1225 Oaklawn Road, Arcadia, CA 91006 (Lot 10 of Tract No. 14656) and 1215 Oaklawn Road (Lot 9 of Tract No. 14656) Arcadia, CA 91006, (collectively, "properties").
4. I submit this declaration in support of Neighbor's application to bar 1225 Oaklawn Road, Arcadia, CA 91006 (Lot 10 of Tract No. 14656) owner from building a massive two story dwelling.
5. I have performed a thorough investigation into this matter, which included but was not limited to, reviewing and analyzing recorded tract maps, survey field notes pertaining to the properties, reviewing and analyzing plans submitted by owner of 1225 Oaklawn Road, and performed field surveys.
6. I have formed the below expert opinions in this matter:

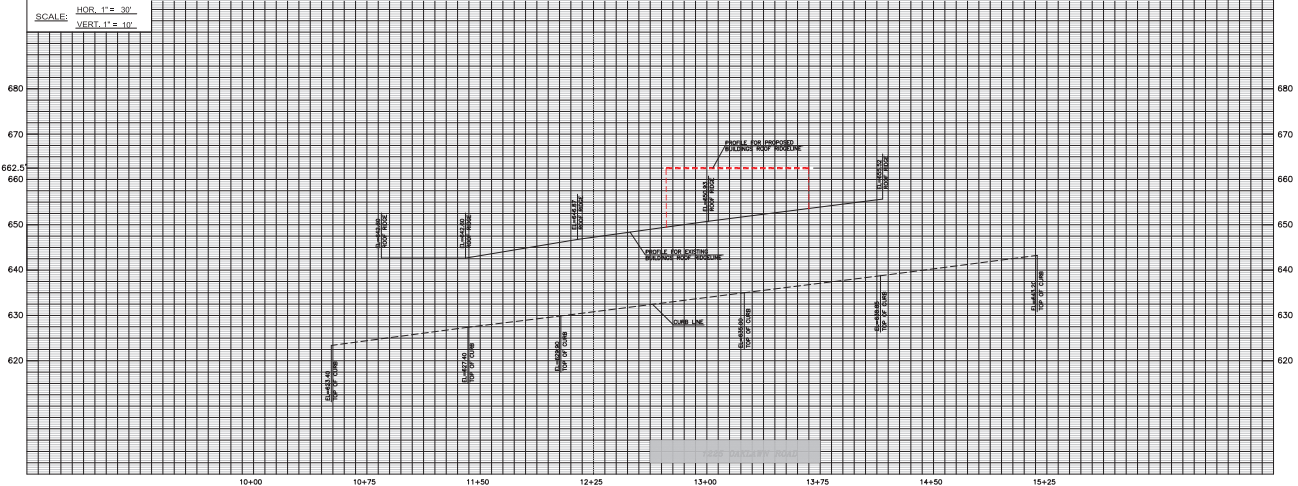
MASSIVENESS OF PPROPOSED BUILDING

7. Upon my physical surveys along said neighbors, it is my expert opinion that the proposed two story dwelling on 1225 Oaklawn Road is massive compared to the neighbors' dwelling as demonstrated on my attached Survey Map/Roof Ridge Profile.

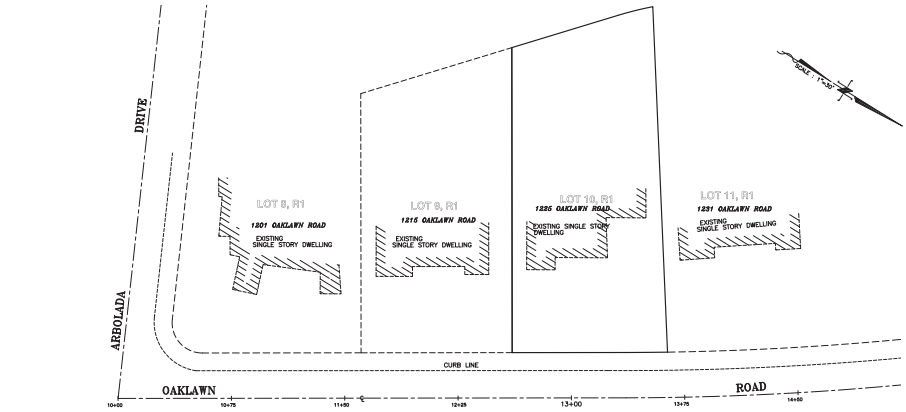
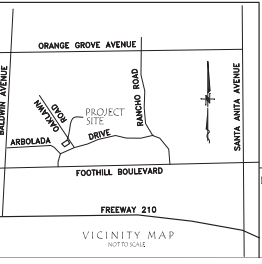
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 22, 2022 in Los Angeles County, California,


Kevin Yoon Lai



PREPARED BY ME
OR UNDER MY DIRECTION
I, **KENNETH ST. JENSEN**
REGISTERED PROFESSIONAL ENGINEER
NO. 40000
STATE OF CALIFORNIA



BENCH MARK L.A. COUNTY BENCHMARK NO. HGR54 180' BY 180' TAG IN N. 1/4 FOOTHILL BL. LOT 1 8' 2" CIRC. BENCH MARK QUAMP#46: 2015 ELEVATION: 594.847	PREPARED FOR: SHIRLEY GAY, RD. 1225 OAKLAWN ROAD ARCADIA, CA 91006	MAP PREPARED BY: Calliland Engineering, Inc. Civil Engineers - Land Surveyors - Land Planners 725 E. POTRILLO BOULEVARD, WESTGATE, CA 91066 Phone: (626)281-2288 Fax: (626)281-2088 Web site: www.Calliland.net	FIELD BOOK REF.	CITY OF ARCADIA PUBLIC WORKS DEPARTMENT 11/19/2022	REFERENCES: R1: TRACT NO. 14856, M.B. 353/48-49 DATE OF FIELD SURVEY NOVEMBER 16, 2022
			BUILDING HEIGHT SURVEY MAP ROOF RIDGE PROFILE		PROJECT NO.: 2022-0022 SHEET NO.: DATE: 11/19/2022 1225 OAKLAWN ROAD ARCADIA, CA 91006 PLAN NO.: 2204-02-0000

Exhibit No. 7

Preliminary Exemption Assessment



CITY OF
ARCADIA

PRELIMINARY EXEMPTION ASSESSMENT

(Certificate of Determination
When Attached to Notice of Exemption)

1. Name or description of project:	A new 6,138 square foot, two-story, Cape Cod style residence with an attached four-car garage, and several covered porches totaling 1,075 square feet at 1225 Oaklawn Road	
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	1225 Oaklawn Road, Arcadia, CA 91006	
3. Entity or person undertaking project:	A.	
	B. Other (Private)	
	(1) Name	800 Hampton LLC
	(2) Address	1165 Altura Terrace, Arcadia, CA 91007
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>	
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input checked="" type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	15303(a) – Construction of a new home
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: November 9, 2022

Staff: Fiona Graham, Planning Services Manager



STAFF REPORT

Development Services Department

DATE: February 21, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
By: Alejandra Smith, Acting Business License Officer

SUBJECT: RESOLUTION NO. 7479 UPDATING THE CITY'S BUSINESS LICENSE FEES TO REFLECT THE CHANGES IN THE CONSUMER PRICE INDEX ("CPI") FOR 2023
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The City's Municipal Code allows for an annual increase in business license fees each year to accommodate cost of living increases. In practice, however, business license fees are adjusted every several years to be consistent with the cost of providing services and to account for economic conditions. Due to recent cost-of-living adjustments, the applicable business license fees should be increased by 7.6% to reflect the change in the Consumer Price Index ("CPI") and to recover the costs to process applications. It is recommended that the City Council adopt Resolution No. 7479 updating the business license fees for 2023.

BACKGROUND

Pursuant to Government Code Section 53750, the City Council has the authority to increase taxes and fees and make changes pursuant to a CPI adjustment formula. Arcadia Municipal Code Section 6220.1 allows for the adjustment of business license fees on January 1 of each year to reflect changes in the Consumer Price Index ("CPI") from the previous October. However, it has been the City's practice to only update the fees occasionally, to keep costs as low as possible for local operators. The business license fees the City does maintain cannot exceed the actual cost to process the applications nor are they adjusted without consideration of economic conditions such as recessions and other pressures on local businesses.

The last time the business license fees were updated was in 2019, and prior to that, in 2015. Fee increases have not been proposed since 2019 in large part from the COVID-19 pandemic. Given that the cost of living has increased significantly in the past few

years, the fees will be reviewed on an annual basis moving forward to assess cost recovery and keep pace with inflation. Incorporating an annual review and potential changes will help avoid any drastic and unplanned changes for Arcadia businesses.

DISCUSSION

The Arcadia Municipal Code requires that the City compute the changes to the CPI for All Urban Consumers for the Los Angeles-Anaheim-Riverside metropolitan areas. This provision of the Municipal Code allows the business license fees to keep pace with increased costs for services without having to conduct an entire study each year. Based on the CPI reflected from October 22, the year-over-year increase is 7.6%. Thus, all relevant fees will be adjusted using this figure.

Resolution No. 7479 (Attachment No. 1), includes an exhibit that provides the current business license fees and the new fees including the proposed increase of 7.6%. These increases are fair and reflect the cost of doing business. It is not anticipated that these increases will be a detriment to new business start-ups, renewals of existing licenses, or the number of applications received. Additionally, as part of recent discussions with the City Council, and reports from the Citizen's Financial Advisory Committee, it is understood that the City would like to recoup all relevant costs for the provision of City services. As such, the Development Services Department will review the CPI each year and apply adjustments as they are warranted and as the Code allows.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") Section 15061(b)(3) because it can be seen with certainty it will have no impact on the environment. Thus, this matter is exempt under CEQA – refer to Attachment No. 2.

PUBLIC COMMENTS/NOTICE

A public hearing notice was published in the *Arcadia Weekly* on February 9, 2023. As of February 17, 2023, staff did not receive any public comments on this project.

FISCAL IMPACT

By recovering more of the costs to provide these services, the net impact to the General Fund is expected to be positive and generate a slight increase in revenue. For example, the annual revenue anticipated from Business License Fees for the current Fiscal Year is \$1,180,000. It can reasonably be estimated that the fee increase proposed would increase this budget number by 7.6% or add \$89,680 in revenue.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7479 updating the City's business license fees to reflect the changes in the Consumer Price Index ("CPI") for 2023.

Approved:



Dominic Lazzaretto
City Manager

- Attachment No. 1: Resolution No. 7479 with Business Fee Schedule – Existing and Proposed Fees
- Attachment No. 2: Preliminary Exemption Assessment

RESOLUTION NO. 7479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARCADIA, CALIFORNIA, UPDATING THE CITY'S
BUSINESS LICENSE FEES TO REFLECT THE CHANGES IN
THE CONSUMER PRICE INDEX ("CPI") FOR 2023

WHEREAS, California State law authorizes the City of Arcadia to collect fees and charges for services, provided such fees and charges do not exceed the reasonable cost of providing the service; and

WHEREAS, the City Council of the City of Arcadia has established certain fees and charges for services provided by the City of Arcadia; and

WHEREAS, the City Council desires to adjust certain fees and charges based upon review of said fees and charges; and

WHEREAS, the City Council has determined that such fees and charges shall be based on reasonable costs to the City for providing said services and updated annually by a CPI factor; and

WHEREAS, the City of Arcadia held a duly noticed Public Hearing to provide public input and review concerning adjustments in rates for said services.

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

SECTION 1. The establishment and/or adjustment of fees does not constitute a project under the California Environmental Quality Act ("CEQA") Section 15061(b)(3) because it can be seen with certainty it will have no impact on the environment.

SECTION 2. The fees set forth in this Resolution are necessary as the said business fees do not exceed the estimated costs for providing the applicable service or

licenses; and the fees are not being imposed for general revenue purposes, but instead for full or partial recovery of the costs of providing said services and licenses. Said fees are to cover the costs of various services and programs set forth in the Business License Fee Schedule, attached hereto as Attachment "A".

SECTION 3. The City Council hereby adopts the Fee Schedule, attached hereto as Attachment "A".

SECTION 4. Any fees adopted prior to the adoption of this Resolution which are inconsistent herewith are hereby repealed, effective upon the date the business license fees set forth in Attachment "A" take effect.

SECTION 5. This Resolution shall become effective February 21, 2023.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]


Passed, approved and adopted this 21st of February 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Attachment "A"
Business License Fee Schedule

**CITY OF ARCADIA
BUSINESS FEES**

Attachment "A"

RATE TYPE	EXISTING BASE FEE	EXISTING UNIT FEE	PROPOSED BASE FEE WITH 7.6% INCREASE	PROPOSED UNIT FEE WITH 7.6% INCREASE
Advertising Solicitation (In the City)	\$164.90	\$16.70 per employee	\$177.40	\$18.00 per employee
Advertising Solicitation (Out of City)	\$82.90	\$16.70 per employee	\$89.20	\$18.00 per employee
Advertising Distribution	\$198.10		\$213.20	
Apartments	\$64.70 first 4 units	\$16.70 each unit over 4 units	\$69.60	\$18.00 each unit over 4 units
Auction/One Day Sale (per day)	\$82.90		\$89.20	
Billboard/Searchlight	\$329.90	\$16.70 per billboard	\$355.00	\$18.00 per billboard
Bingo	\$58.40		\$62.80	
Boutiques/Craft Shows (per day)	\$11.30	per day (max. of 6 days)	\$12.20	
Bowling/Pool	\$164.90	\$16.70 per alley/table	\$177.40	\$18.00 per alley/table
Carnival Rides	\$198.10 first day	\$33.10 per day after 1	\$213.20	\$35.60 per day after 1
Christmas Tree Lots (Pumpkin Lots) per month	\$98.90		\$106.40	
Cluster Vending Machines per stand	\$16.70		\$18.00	
Commercial Building Rental	\$82.90 first 2 units	\$16.70 each unit over 2 units	\$89.20	\$18.00 each unit over 2 units
Contractor General	\$247.50	\$10.00 per vehicle	\$266.30	\$10.80 per vehicle
Contractor Specialty	\$198.10	\$10.00 per vehicle	\$213.20	\$10.80 per vehicle
Dance Hall	\$164.90		\$177.40	
Daily Sales/Organization per day	\$11.30		\$12.20	
Daily Sales per day	\$82.90		\$89.20	
Driver's Permit	\$16.70		\$18.00	
Exhibitions per day	\$16.70		\$18.00	
Family Care	\$82.90		\$89.20	
Filming per location	\$292.30	\$87.70 for each location and each add'l day	\$314.50	\$94.40 for each location and each add'l day
Game and Amusement Machines per machine	\$98.90		\$106.40	
Fortune Teller	\$824.70		\$887.40	
Home Occupation	\$82.90	\$10.00 per vehicle	\$89.20	\$10.80 per vehicle
House Mover	\$198.10		\$213.20	
Industrial/Mfg and Service	\$82.90	\$16.70 per employee	\$89.20	\$18.00 per employee

RATE TYPE	EXISTING BASE FEE	EXISTING UNIT FEE	PROPOSED BASE FEE WITH 7.6% INCREASE	PROPOSED UNIT FEE WITH 7.6% INCREASE
Scrap Dealer	\$164.90		\$177.40	
Laundromat	\$33.50	\$2.00 per washer	\$36.10	\$2.20 per washer
Laundry Collections per vehicle	\$110.70		\$119.10	
Lodging/Hotel and Motel	\$64.70 first 4 rooms	\$9.80 each room over 4	\$69.60	\$10.60 each room over 4
Merry Go Round	\$33.50		\$36.10	
Non Profit Organization	\$0.00		\$0.00	
Newsrack	\$0.00	\$11.30 each	\$0.00	\$12.20 each
Private Patrols	\$329.90		\$355.00	
Pawnbroker	\$164.90		\$177.40	
Peddlers/Solicitors per month	\$198.10	\$16.70 per peddler	\$213.20	\$18.00 per peddler
Photographer (Still) out of city	\$198.10		\$213.20	
Poultry, Animals & Products	\$82.90	\$16.70	\$89.20	\$18.00
Professional Services	\$82.90		\$89.20	
Semi-Professional		\$33.10 per employee		\$35.60 per employee
Employee		\$16.70 per employee		\$18.00 per employee
Trade Services (Retail and Service Businesses)	\$82.90	\$16.70 per employee	\$89.20	\$18.00 per employee
Real Estate Broker	\$82.90	\$16.70 per employee	\$89.20	\$18.00 per employee
Rubbish Vehicles per vehicle	\$94.60		\$101.80	
Side Show per day	\$33.10		\$35.60	
Skating Rink/Shooting Gallery	\$329.90		\$355.00	
Social Club	\$198.10		\$213.20	
Souvenirs per day	\$33.10		\$35.60	
Special Event	\$198.60		\$213.70	
Taxicabs per vehicle	\$94.60		\$101.80	
Theatres and Shows	\$329.90		\$355.00	
Tent Shows per day	\$82.90	\$82.90 per performance	\$89.20	\$89.20 per performance
Tip Sheets on track	\$494.90		\$532.50	
Tips Sheets off track	\$1,868.40		\$2,010.40	
Vending Machines each	\$16.70		\$18.00	
Vehicles for Advertising Use per day	\$94.60		\$101.80	
(Wheeled) Delivery and Service Vehicles each	\$94.60		\$101.80	
Vehicle Vendors (food) per vehicle	\$176.60		\$190.00	
Processing Fee annually	\$10.00		\$10.80	
SB 1186 - applies to all new and renewals	\$4.00			

CITY OF
ARCADIA

PRELIMINARY EXEMPTION ASSESSMENT

1. Name or description of project:	City of Arcadia Business License Fees Update to reflect the changes in the Consumer Price Index (CPI) for 2023	
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	Citywide	
3. Entity or person undertaking project:	A.	
	B. Other (Private)	
	(1) Name	City of Arcadia
	(2) Address	240 W. Huntington Drive Arcadia, CA 91006
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>	
a. <input checked="" type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	15301(a) – Class 1 (Use of an existing facility)
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: February 1, 2023Staff: Lisa Flores, Deputy Development Services Director

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
SATURDAY, FEBRUARY 4, 2023**

CALL TO ORDER – Mayor Cheng called the Special Meeting to order at 9:02 a.m.

ROLL CALL OF CITY COUNCIL MEMBERS

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

Council Member Kwan arrived at 9:05 a.m.

PUBLIC COMMENTS

Eric Walt, 1st Vice President of the Downtown Arcadia Improvement Association, appeared and provided information about the association; he spoke about the three major events that are hosted annually by the Association; he indicated that those events are funded from tax revenues in the Downtown; and requested the City fund the fireworks display at the Patriotic Festival.

Prior to the Closed Session, Assistant City Manager/Development Services Director Kruckeberg provided an update regarding the Housing Element.

The City Council convened to the Closed Session at 9:35 a.m.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9(d)(4) to confer with legal counsel regarding potential litigation – one (1) case.

No reportable action was taken on the Closed Session Items.


The Closed Session ended at 10:22 p.m.

STUDY SESSION (OPEN TO THE PUBLIC)

- a. Consideration, discussion and establishment of goals and priorities.

The City Council met to discuss goals, working relationships, and collaboration. A discussion ensued regarding goals and priorities for the upcoming year and staff responded to various questions, comments, and suggestions.

The Special meeting ended at 4:00 p.m.



Linda Rodriguez
Assistant City Clerk

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, FEBRUARY 7, 2023**

CALL TO ORDER - Mayor Pro Tem Verlato called the Study Session to order at 6:02 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

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

Mayor Pro Tem Verlato moved to excuse Mayor Cheng from the Study Session and the City Council concurred.

PUBLIC COMMENTS - No one appeared.

STUDY SESSION

a. City Attorney Orientation – Brown Act and Land Use.

City Attorney Maurer provided the PowerPoint presentation on the Brown Act and how City Councils can approach land use decisions fairly and legally.

No action was requested or taken by the City Council.

The Study Session ended at 6:51 p.m.

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

1. **CALL TO ORDER** – Mayor Pro Tem Verlato called the Regular Meeting to order at 7:00 p.m.
2. **MOMENT OF SILENCE FOR THOSE IMPACTED BY THE MONTEREY PARK SHOOTING**
3. **INVOCATION** – Mohammad Abdul Ahad, Mosque of San Gabriel
4. **PLEDGE OF ALLEGIANCE** – City Clerk Glasco
5. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

Mayor Pro Tem Verlato moved to excuse Mayor Cheng from the meeting and the City Council concurred.

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

City Attorney Maurer reported that prior to the Regular Meeting the City Council met in a Study Session to receive information regarding the Brown Act and Land Use; he indicated that no action

was requested or taken; he also noted that at its February 4, 2023, Special Meeting the City Council met in a Closed Session; and indicated that no reportable action was taken on the items listed on the special meeting agenda.

7. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had nothing to report.

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

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

9. PRESENTATIONS

- a. Presentation of adoptable dog by the Pasadena Humane Society.
- b. Presentation of Downtown Arcadia Improvement Association Annual Report by Donna Choi.

10. PUBLIC HEARING

- a. Temporary Use Permit No. TUP 22-23 to allow FunBox, an inflatable play area park, at The Shops at Santa Anita Mall (400 S. Baldwin Avenue) Northwest Parking Lot area near Baldwin Avenue from March 1, 2023 through May 31, 2023.
CEQA: Exempt
Recommended Action: Adopt Findings and Approve

Planning Services Manager Graham presented the Staff Report.

Mayor Pro Tem Verlato opened the public hearing.

No one appeared.

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

Council Member Kwan asked about the safety precautions taken for this event and if there was a history of vehicle accidents surrounding the play area park.

Mayor Pro Tem Verlato re-opened the public hearing.

In response to Council Member Kwan's inquiry, applicant Josue Lovos and Erin Sloan, representatives of FunBox, indicated that there have not been any accidents at the Del Amo Fashion Center location and explained the precautions they have taken to avoid incidents in the surrounding parking lot and play area.

Mayor Pro Tem Verlato made a motion to close the public hearing and the City Council concurred.

A motion was made by Council Member Cao, seconded by Council Member Wang, and carried on a roll call vote to adopt the required findings and approve Temporary Use Permit No. TUP 22-23, with a Categorical Exemption from the California Environmental Quality Act (“CEQA”) per Section 15304(e), and allow FunBox, an inflatable play area park, at The Shops at Santa Anita Mall (400 S. Baldwin Avenue) Northwest Parking Lot area near Baldwin Avenue from March 1 through May 31, 2023, subject to the recommended conditions of approval.

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

11. PUBLIC COMMENTS – No one appeared.

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

Council Member Wang announced that she attended Temple City’s Mayor Roundtable event; Arcadia Library Board of Trustees meeting; International Youth Fellowship Lunar New Year Festival; RCOA Chinese New Year Celebration; and Monterey Park and World Journal’s Lunar New Year Festival. She stated that she was interviewed by Chime TV; attended the Arcadia Music Club’s concert; hosted the Chinese American Spring Festival and Gala; attended the Monterey Park Candlelight Vigil; Lunar New Year press conference; Arcadia Chamber of Commerce Awards and Board Installation event; Chinese American Women Association’s New Year Celebration; the Arcadia Chinese Parents Booster Club’s Lunar New Year Festival; Arcadia Senior Services and Arcadia Chinese Association’s 23rd annual Chinese New Year senior lunch; the City Council Special Meeting on February 4, 2023; and Arcadia Council PTA Honorary Service Awards and Founder’s Day Luncheon.

Council Member Kwan announced that she met with City Manager Lazzaretto regarding her goals for 2023; Arcadia Woman’s Club regular monthly meeting; Arcadia Chamber of Commerce grand opening of Trinity Hills Estates; and the Senior Citizen’s Commission meeting, noting that the commission is accepting nominations for the Senior of the Year award and encouraged everyone to submit their nominations. She announced that she attended the Arcadia Senior Services and Arcadia Chinese Association’s 23rd annual Chinese New Year senior lunch; and the City Council Special Meeting on February 4, 2023.

Council Member Cao announced that he attended Temple City’s Mayor Roundtable; the Monterey Park Candlelight Vigil; the Los Angeles County Sanitation District meeting; Arcadia Chinese Parents Booster Club’s Lunar New Year Festival; League of California Cities’ New Mayors and Council Members Academy; Arcadia Senior Services and Arcadia Chinese Association’s 23rd annual Chinese New Year senior lunch; and Arcadia Council PTA Honorary Service Awards and Founder’s Day Luncheon.

City Clerk Glasco announced that Rod’s Grill is up for sale; he shared that in the 1950’s there was a horse corral behind Rod’s Grill at the Morlan Place; he noted that his birthday is on Friday, February 10; and shared a story about his 9th birthday when his father took him and his friends horseback riding with the horses from the Morlan Place.

Mayor Pro Tem Verlato announced that she attended Temple City’s Mayor Roundtable event; San Gabriel Council of Governments board meeting; she played Mahjong at the Community Center and that the next Mahjong event is February 17, 2023. She announced that she attended the Arcadia High School Band Spaghetti Dinner Fundraiser; Diamond 100 Racing Club’s Lunar New Year Celebration; Chinese American Spring Festival and Gala; and Arcadia Chamber of

Commerce Awards and Board Installation event. She stated that she provided a presentation on local current events to the Arcadia Travelers Club; that she attended the San Gabriel Council of Governments Homeless Committee meeting; Downtown Arcadia Improvements Association committee meeting; Arcadia Senior Services and Arcadia Chinese Association 23rd Annual Chinese New Year senior lunch; Goal Setting session at the February 4, Special meeting of the City Council; San Gabriel Council of Governments executive board meeting; and Recreation Commission meeting. She participated in Senator Portantino's Gun Control webinar; attended the Arcadia Council PTA Honorary Service Awards and Founder's Day Luncheon; she commented on an incident that occurred at Knockouts Sports Bar; she reported that Arcadia PD's K9 Dog, Kopper, found two individuals reported missing. She announced that February 11, 2023, is "Meet your Area Commander" at the Arcadia Performing Arts Center; reported on an incident in which the Fire Department responded and thanked the team for their service; she announced that February 21, 2023, is "Coffee with the Mayor" at the Community Center; and shared her thoughts regarding the Monterey Park shooting.

13. CONSENT CALENDAR

- a. Regular Meeting Minutes of January 17, 2023.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7480 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are seasonal and recurrent public nuisance, and declaring an intention to provide for the abatement thereof.
CEQA: Not a Project
Recommended Action: Adopt
- c. Professional Services Agreement with Geo-Advantec, Inc. for Material Testing Services in the amount of \$100,900.
CEQA: Exempt
Recommended Action: Approve
- d. Contract with Mission Paving and Sealing, Inc. for the Fiscal Year 2022-23 Annual Slurry Seal Project in the amount of \$741,340.
CEQA: Exempt
Recommended Action: Approve
- e. Contract with Sheldon Mechanical Corporation for HVAC Preventative Maintenance and Repair Services at various City facilities in the amount of \$295,870.
CEQA: Not a Project
Recommended Action: Approve
- f. Extension to the Contract with Superior Pavement Markings, Inc. for Street Striping and Pavement Marking Services in the amount of \$135,696.60.
CEQA: Not a Project
Recommended Action: Approve
- g. Purchase Order with The Cat Rental Store for the purchase of one new Genie All-Electric Scissor Lift in the amount of \$33,075.
CEQA: Not a project
Recommended Action: Approve

- h. Purchase Order with L.N. Curtis and Sons for the purchase of MSA G1 Self-Contained Breathing Apparatus and related equipment in the amount of \$1,070,400.
CEQA: Not a Project
Recommended Action: Approve

- i. Purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$108,540.
CEQA: Not a Project
Recommended Action: Waive the Formal Bid Process and Approve

It was moved by Council Member Cao, seconded by Council Member Kwan, and carried on a roll call vote to approve Consent Calendar Items 13.a through 13.i.


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

A member of the audience submitted a public comment card after the public comment period had closed earlier in the meeting. Mayor Pro Tem Verlato chose to allow the public comment.

Raina Hodge Royale, a San Gabriel Valley resident and educator, appeared and expressed the importance of diversity; she stated that she volunteers at various Arcadia elementary schools and the Arcadia Library. She was making public comment to raise awareness and encourage more diversity in Arcadia.

14. ADJOURNMENT

The City Council adjourned at 8:11 p.m. in memory of the 20 victims of the Monterey Park shooting on January 21, 2023, to Tuesday, February 21, 2023, at 6:00 p.m. in the City Council Conference Room.



Linda Rodriguez
Assistant City Clerk



STAFF REPORT

Library and Museum Services Department

DATE: February 21, 2023
TO: Honorable Mayor and City Council
FROM: Darlene Bradley, Director of Library and Museum Services
SUBJECT: BUILDING FORWARD GRANT FUND RESOLUTIONS FOR THE FAMILY RESTROOM PROJECT AT THE ARCADIA PUBLIC LIBRARY

RESOLUTION NO. 7481 AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)

CEQA: Not a Project

Recommendation: Adopt

RESOLUTION NO. 7482 AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FAMILY RESTROOM PROJECT IN THE AMOUNT OF \$90,000, OFFSET BY A REDUCTION IN THE CAPITAL OUTLAY RESERVE FUND

CEQA: Not a Project

Recommendation: Adopt

SUMMARY

The Library and Museum Services Department has been selected to receive \$104,500 in Building Forward Grant funds from the California State Library, for the construction of a new family restroom in the Children's area of the Arcadia Public Library. The California State Library requires an approved resolution by the City Council to accept these grant funds and to designate an authorized representative to enter into an agreement with the California State Library. In anticipation of receiving the Building Forward Grant, \$220,000 was approved in the Fiscal Year 2022-23 Capital Improvement Program Budget for this project. After a project site inspection, it was determined that additional funds are needed to complete this project effectively.

It is recommended that the City Council adopt the Resolutions approving the application and accepting the \$104,500 in Building Forward Grant funds from the California State Library, designating the City Manager or his designee as an authorized representative to enter into an agreement with the California State Library for the Building Forward Grant, and amending the Fiscal Year 2022-23 Capital Improvement Program ("CIP") Budget,

authorizing a supplemental budget appropriation for the Family Restroom Project in the amount of \$90,000, offset by a reduction in the Capital Outlay Reserve Fund.

BACKGROUND

The Building Forward Grant provides California's public libraries with support for capital projects addressing critical maintenance needs, improving energy efficiency and sustainability, and expanding access digitally and physically. The Library and Museum Services Department submitted a grant application for the construction of a Single Use Unisex Family Restroom in the Children's Room in the Arcadia Public Library. On October 19, 2022, the Library and Museum Services Department received approval for the application and confirmation of the grant award. As a result, the City will receive \$104,500 in Building Forward Grant funds and the project scope will include:

- Upgraded and expanded plumbing;
- New plumbing fixtures;
- New walls;
- Upgraded and expanded electrical wiring;
- Accessible and fire system compliant door and lock;
- Paint and preparation for new interior area; and
- New flooring

The new restroom is proposed to be built in between two existing restrooms and will provide families and individuals with greater flexibility, privacy, and safety.

DISCUSSION

After receiving the Building Forward Grant award letter, a project site inspection was conducted with the Public Works Services Department. The new family restroom would be built between two existing restrooms, which were last remodeled in 1984, almost 40 years ago. Updating these existing adjacent restrooms is long overdue and can be completed during the construction of the Family Restroom Project at a lower overall cost than completing the work separately. Therefore, it is recommended that this additional scope of work and funding be added to the overall project. The Library and Museum Services Department previously submitted a request for additional Building Forward Grant funds for the remodeling of these two restrooms, but the request was declined. The additional improvements will add \$90,000 to the total project budget, thus, a supplemental budget for that amount is being requested to complete the added improvements.

In order to proceed with the grant, the City must submit the necessary approvals for all required documents, which includes a resolution approving the application and acceptance of the grant funds, and designating a representative of the City as an authorized representative to enter into an agreement with the California State Library. It is recommended that the City Manager be designated as the City's authorized representative for this grant award.

ENVIRONMENTAL ANALYSIS

The proposed action – acceptance of a grant – does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA. The eventual construction of the new Arcadia Library Family Restroom may require environmental clearances, which will be evaluated during the design phase.

FISCAL IMPACT

The total cost for this project will be \$304,500, including the remodel of the adjacent restrooms. Funds in the amount of \$220,000 have been budgeted in the Fiscal Year 2022-23 Capital Improvement Plan Budget, with half from the Capital Outlay Reserve Fund and half from the Building Forward Grant. Due to the additional improvements needed for the existing two restrooms, an additional appropriation in the amount of \$90,000 from the Capital Outlay Reserve Fund is being requested. The City will receive \$104,500 in Building Forward Grant Funds and the total cost paid by the City will be \$200,000.

RECOMMENDATION

It is recommended that the City Council find the following Resolutions are categorically exempt pursuant to the California Environmental Quality Act (“CEQA”); and adopt:

- a. Resolution No. 7481 authorizing the grant application, acceptance, and execution of the grant funds from the State of California Budget Act of 2021 (SB 129).
- b. Resolution No. 7482 amending the Fiscal Year 2022-23 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Family Restroom Project in the amount of \$90,000, offset by a reduction in the Capital Outlay Reserve Fund.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7481
Resolution No. 7482

RESOLUTION NO. 7481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project; and

WHEREAS, the City of Arcadia proposes to implement the Single Use Unisex Restroom project; and

WHEREAS, the City of Arcadia has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Arcadia intends to apply for grant funding from the California State Library for the Single Use Unisex Restroom project;

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

SECTION 1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of Arcadia City Manager, or his designee, is hereby

authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding; and

SECTION 2. The City of Arcadia City Manager, or his designee, is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto; and

SECTION 3. The City of Arcadia City Manager, or his designee, is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding; and

SECTION 4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act ("CEQA"), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and that prior commencement of the project, and all applicable permits will have been obtained.

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

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 21st day of February, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

RESOLUTION NO. 7482

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FAMILY RESTROOM PROJECT IN THE AMOUNT OF \$90,000, OFFSET BY A REDUCTION IN THE CAPITAL OUTLAY RESERVE FUND

WHEREAS, the City of Arcadia Library was selected to receive \$104,500 in Building Forward Grant funds from the California State Library for a Family Restroom Project; and

WHEREAS, the Family Restroom is proposed to be built in between two existing restrooms in the children's section of the Arcadia Library; and

WHEREAS, the Public Works Services Department ("PWSD") assessed the project location and identified the need to upgrade the two existing restrooms as part of this project; and

WHEREAS, the result of the assessment identified the need for an additional \$90,000 for construction;

WHEREAS, funds in the amount of \$220,000 were approved in the Fiscal Year 2022-23 Capital Improvement Program budget (\$110,000 from Capital Outlay and \$110,000 in Building Forward Grant Funds); and

WHEREAS, funds in the amount of \$104,500 have been awarded to the City of Arcadia Library for this project; and

WHEREAS, the total amount of \$304,500 is necessary for the Family Restroom Project, which includes the upgrade of the two adjacent restrooms; and

WHEREAS, an appropriation in the amount of \$90,000 is needed to complete the Family Restroom Project; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Capital Outlay Reserve Fund for appropriation.

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

SECTION 1. The sum of Ninety Thousand Dollars (\$90,000) is hereby appropriated in the FY 22-23 Capital Improvement Program Budget, offset with an equal reduction in the Capital Outlay Reserve Fund.

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

[SIGNATURES ON THE NEXT PAGE]

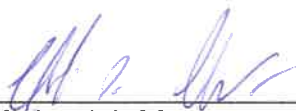
Passed, approved and adopted this 21st day of February, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Office of the City Manager

DATE: February 21, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7483 ADOPTING A LIST OF PUBLIC PLACES TO MEET THE PUBLICATION REQUIREMENTS FOR ORDINANCES, LEGAL NOTICES, AND OTHER PUBLIC NOTICES OF THE ARCADIA CITY CHARTER
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

On November 8, 2022, voters approved amendments to the Arcadia City Charter, including an amendment that specifies an alternative process to meet the public notice requirements for ordinances, legal notices, and other public notices of the Arcadia City Charter.

The amended language of the Arcadia City Charter now allows public notices to be posted in three public places and on the City's website in lieu of publication in the local newspaper. It is recommended that the City Council adopt Resolution No. 7483 adopting a list of public places to meet the publication requirements for ordinances, legal notices, and other public notices of the Arcadia City Charter.

DISCUSSION

On November 8, 2022, Arcadia voters approved Measure CA with 66.81% of the vote and the City Council certified the election results during the December 6, 2022, City Council Meeting. Subsequently, the City was notified on January 25, 2022, that the Secretary of State had filed and accepted the amended City Charter, allowing implementation of the approved Charter amendments.

The amended City Charter now permits posting in three public places and on the City's website to meet the publication requirements for ordinances, legal notices, and other public notices. Posting in the specified public locations and on the City's website may be undertaken in lieu of posting in the City's adjudicated newspaper, which has historically

been the Arcadia Weekly. With this amendment, a cost-friendly alternative to meet the public posting requirements has been created, without negating the City's ability to publish in the local newspaper, if so desired.

This amendment to the City's Charter can be found in *Section 416. Ordinances. Publication* and *Section 420. Publishing of Legal Notices*. It is recommended that the City Council approve the list of alternate sites for posted notices to include the following locations:

1. City Council Chambers;
2. City Clerk's Office;
3. Arcadia Public Library;
4. Arcadia Community Center; and
5. Gilb Museum of Arcadia Heritage

Any required notice would be posted in at least three of the locations listed above.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Each year, the City Clerk's Office brings forward an annual agreement for publication of legal notices. For the last few years, Beacon Media (publisher of the Arcadia Weekly) has been the only responsive bidder for legal advertising services, and in Fiscal Year 2022-23, the contract amount totaled \$24,000. With City Council adoption of this resolution, the costs for newspaper publications should be largely eliminated with fewer newspaper publications for ordinances, legal notices, request for proposals, and other publications.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under CEQA and adopt Resolution No. 7483, adopting a list of public places to meet the publication requirements for ordinances, legal notices, and other public notices of the Arcadia City Charter.

Attachment: Resolution No. 7483

RESOLUTION NO. 7483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ADOPTING A LIST OF PUBLIC PLACES TO MEET THE PUBLICATION REQUIREMENTS FOR ORDINANCES, LEGAL NOTICES, AND OTHER PUBLIC NOTICES OF THE ARCADIA CITY CHARTER

WHEREAS, the City of Arcadia was incorporated as a charter city on August 5, 1903, and Article XI, Section 3 of the California Constitution provides that a city may adopt or amend a charter by majority vote of its electors voting on the question; and

WHEREAS, pursuant to California Elections Code Sections 1415 and 9255, the City Council is authorized by statute to submit a Charter Amendment to the voters; and

WHEREAS, the City Council desired to put before the voters updates and modifications to the City Charter to reflect current procedures, conventions and standards in local government; and

WHEREAS, on July 19, 2022, the City Council adopted Resolution No. 7451 submitting to the qualified voters of Arcadia, Ballot Measure "CA" that stated, "Shall the City Charter be amended to provide for election of City Councilmembers by-district, to set the general municipal election for the first Tuesday after the first Monday of November in even-numbered years to align with the Statewide General Election date, to amend the procedure to fill vacant elective offices, to change the City Clerk from elected to appointed, to establish a City Prosecutor, to modify City procurement procedures, and to make other modernizing amendments?"; and

WHEREAS, California Constitution, Article XI, Section 3, requires that any charter amendment be approved by a majority of City voters voting at an election called for that purpose; and

WHEREAS, an All Mail Ballot General Municipal Election was held by the City of Arcadia, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, on December 6, 2022, the City Council adopted Resolution No. 7471 reciting the facts of the General Municipal Election in Arcadia on Tuesday, November 8, 2022, declaring the results and that the whole number of ballots cast for Measure “CA” totaled 15,395, approved by 66.81% of voters; and

WHEREAS, Measure “CA” enlisted modernizing amendments to the Arcadia City Charter City that included identifying alternative posting locations in the City for ordinances, legal notices, and other public notices, as specified by the Council; and

WHEREAS, to provide an alternative to publishing in the City’s official newspaper, the publication requirement for ordinances, legal notices, and other public notices may be satisfied by posting copies thereof in three (3) or more public places in the City and on the City’s website or other City-controlled internet site; and

WHEREAS, the City of Arcadia intends to identify the three public places in the City for the posting of ordinances, legal notices, and other public notices.

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

SECTION 1. COMPLIANCE WITH THE AMENDED CITY CHARTER. Pursuant and subject to the provisions of the Amended City Charter, the City of Arcadia City Manager or his designee is hereby authorized and directed to fulfill the publication requirements for ordinances, legal notices, and other public notices.

SECTION 2. PUBLIC POSTING LOCATIONS. As an alternative to posting in the City’s official newspaper, ordinances, legal notices, and other public notices may be

publishing in any of following three (3) public places in the City, and on the City's website (arcadiaca.gov):

- (1) City Council Chambers (240 W. Huntington Drive, Arcadia)
- (2) The City Clerk's Office (240 W. Huntington Drive, Arcadia)
- (3) The Arcadia Public Library (20 W. Duarte Road, Arcadia)
- (4) The Arcadia Community Center (375 Campus Drive, Arcadia)
- (5) The Gilb Museum (380 W. Huntington Drive, Arcadia)

SECTION 3. MANNER OF POSTING. It is hereby determined that each public notice shall be displayed in a manner that renders it visible and available for inspection by the public.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 21st day of February, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Fire Department

DATE: February 21, 2023

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Richard Oishi, Battalion Chief

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH DR. ANGELICA LOZA-GOMEZ, M.D., PC., TO PROVIDE MEDICAL DIRECTOR SERVICES FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$30,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fire Department recently solicited a Request for Proposal (“RFP”) to provide contracted Medical Director services for the Fire Department, with one responsive proposal received. Upon review and evaluation of the submitted proposal, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a three-year Professional Services Agreement (Agreement) with Dr. Angelica Loza-Gomez, M.D., PC. to serve as the Fire Department’s dedicated Medical Director in the amount of \$30,000 annually, for three successive years, commencing in Fiscal Year 2022-23. The Professional Services Agreement includes an option to renew the Agreement for a maximum of three one-year renewals after the initial three-year term.

Attached is a copy of the proposed Professional Services Agreement with Dr. Angelica Loza-Gomez, M.D., PC. Sufficient funds have been budgeted in the Fire Department’s Fiscal Year 2022-23 Operating Budget for this agreement.

BACKGROUND

The Los Angeles County Emergency Medical Services (“EMS”) Agency oversees and certifies all EMS providers in the County, including the Arcadia Fire Department’s EMS services and personnel. The certification and oversight process is undertaken to ensure that all designated local EMS agencies follow prehospital care protocols and guidelines. These guidelines enable and support the Fire Department’s paramedic services in providing the community prompt, safe, and effective on-scene emergency medical treatment. Further, the Los Angeles County EMS Agency has one of the largest EMS systems in the nation; as one of the first to be developed, dating back to 1897, they are also known worldwide as a leader in prehospital care and management.

Since the mid-2000s, to operate as a local EMS provider, the Los Angeles County EMS Agency has required that its narcotics or medications be purchased or refilled by an authorized Medical Director. Dr. Terrence Baruch, a highly-regarded cardiologist at the USC Arcadia Hospital, has been providing invaluable Medical Director services to the City, free of charge, for at least 15 years.

However, with the ever-changing and stricter requirements set by the Los Angeles County EMS Agency, the Fire Department was advised that a dedicated Medical Director, acting in full capacity, must be in place in the near future. Despite his medical distinction as a cardiologist, Dr. Baruch does not possess the credentials and qualifications now required by the County. Specifically, in October 2022, the Los Angeles County EMS Agency required that a Medical Director must be double Board-Certified in Emergency Medicine and Emergency Medical Services, with specific specialty and substantial experience in this field. In preparation, the Fire Department included this contracted work as part of its Operating Budget for Fiscal Year 2022-23.

EMS Services Over the Years and Compliance to the Los Angeles County EMS

Over time, paramedic and emergency medical services have continuously evolved to meet patient needs, ongoing service demands, and community interests. As an example, the Arcadia Fire Department has increased its involvement in the community by conducting sidewalk CPR training for schools; hosting multi-agency EMS trainings; implementing requirements for the oversight of controlled substances; and providing greater continuing education to EMS personnel. Additionally, for the past 20 years, the Fire Department's emergency response has risen dramatically. The Fire Department recorded 3,751 emergency responses during FY 2002-03 and, in FY 2021-22, a total of 6,129 emergency responses – an increase of 63.4%. Of the total responses in FY 2021-22, almost 70% of emergency responses are for medical emergencies.

To address the growing needs of multiple EMS providers in serving their community, the Los Angeles County Department of Public Health Prehospital Care Manual, Reference No. 411, mandates all Fire Departments to have a Medical Director who meets or exceeds the requirements for a "Provider Emergency Medical Director". Mainly, the Medical Director must have substantial experience and expertise in emergency medicine evidenced by their certification or Board eligibility by the American Board of Emergency Medicine, and their qualifying knowledge and experience in the field. To realistically and practically perform the unique services of an Emergency Medical Director for the Arcadia Fire Department, it was determined that this position must be filled by a contracted Medical Director.

Roles and Responsibilities of a Medical Director

The major roles and responsibilities of a Medical Director could be generally categorized under training, administrative assistance with annual audits, EMS oversight, and special projects. Examples of these duties include:

- Developing and implementing the Fire Department's continuous Quality Improvement ("QI") Program. In partnership, with the Fire Chief, EMS Chief, Paramedic Coordinator, and Nurse Educator, a Medical Director will provide oversight and direction to its overall EMS Program, continuing education, complicated incidents, and EMS audits by the Los Angeles County EMS.
- Evaluating compliance with the legal documentation requirements of patient care.
- Ensuring the Department's compliance with the Los Angeles County EMS controlled substance policy.
- Reviewing and approving the medical components of the Department's dispatch system.
- Coordinating delivery and evaluation of patient care with base and receiving hospitals.
- Providing special program assistance by organizing, scheduling, and teaching the sidewalk CPR courses, overseeing the Fireline EMT and Paramedic Programs, and enabling the Department to participate in EMS pilot programs that are approved by Los Angeles County EMS.

A Medical Director for the Fire Department will enhance the quality of prehospital care through their expertise in EMS and acting as a liaison between the Los Angeles County EMS Medical Director, hospitals, and various agency Medical Directors to maintain the delivery of safe and effective medical care.

The Medical Director helps ensure all paramedics are properly trained in administering life-saving medications and care in critical incidents. This work is even more important given the amount of turnover the City has experienced in recent years in the paramedic ranks. The Fire Department also recently added a Fireline EMT program for continued opportunities to assist in the State's Master Mutual Aid System during wildfire incidents. A Medical Director would provide direct oversight and authority of the controlled substances and medications required for Fireline paramedics in the field.

DISCUSSION

In January 2023, a Notice Inviting Proposals was published twice in the City's adjudicated newspaper including posting on the City's website, and distribution of RFP packets to potentially qualifying firms. One proposal was received from Dr. Angelica Loza-Gomez, M.D., PC., who was evaluated based on the following criteria: quality and responsiveness of the proposal; qualifications including required certifications and licenses; background and experience; references; and cost. The proposal resulted in the following:

	Dr. Angelica Loza-Gomez, M.D, PC.
Average Evaluation Score (Out of 100)	96.33%
Annual Fee Proposal	\$30,000 (initial three years)
Annual Rate Increase	3% for each of the three one-year renewals

**As necessary, extra fees will be applied to Occupational Health Services for \$200 per hour; and \$900 for conference attendance and representation.*

Two other potential candidates within the field were contacted by the Fire Department’s EMS Coordinator, Dr. Marc Cohen, EMS Medical Director for various Los Angeles County beach cities, and Justin Larry, Assistant Manager/Consultant Care at Resource Logistics, Inc. in New Jersey. Dr. Cohen is unable to take on additional contracting work due to his current workload and there was no further communication from Mr. Larry after his inquiry on the RFP’s deadline.

Upon reviewing and evaluating the only proposal received from Dr. Angelica Loza-Gomez, it was determined that she is highly qualified to perform the duties of a dedicated contracted Medical Director for the Fire Department and could provide the specific requirements including possessing the required medical licensing and certifications outlined in the RFP.

Dr. Loza-Gomez is double-certified by the American Board of Emergency Medicine in Emergency Medicine and Emergency Medical Services (“EMS”). She is a graduate of Stanford University School of Medicine and completed her training at the University of Southern California. Moreover, she has nine years of experience and significant practice in EMS in Los Angeles County, providing Medical Director oversight to multiple Office of Emergency Services’ Region 1 Fire Departments along with the Verdugo Fire Communications Center, Montebello Fire Department, and Sierra Madre Fire Department. She also engages in the practice, teaching, and supervision of emergency medicine and EMS at the Los Angeles County + University of Southern California (LAC + USC) Medical Center and is an Associate Professor of Emergency Medicine at the Keck School of Medicine at USC. She currently serves on multiple task force committees of the Los Angeles County EMS Agency and serves as the liaison to provider agencies. Dr. Loza-Gomez also has an established working relationship with the incumbent Emergency Room Director at USC Hospital of Arcadia.

Given Dr. Angelica Loza-Gomez’s extensive qualifications, experience, and references within the emergency medical services field and prehospital care, it is recommended that Dr. Loza-Gomez serve as the dedicated Medical Director for the Fire Department.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Sufficient funds have been budgeted in the FY 2022-23 Fire Operating Budget to provide contract Medical Director services for the Fire Department.

The proposed agreement is for an initial term of three years in the amount of \$30,000 per year, with an option to renew it on a year-by-year basis, for a maximum of three additional years. There will be no cost increase during the first three-year term of the agreement and a 3% increase will be applied for each of the optional one-year renewals.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act ("CEQA"); and approve, direct, and authorize the City Manager to execute a three-year Professional Services Agreement with Dr. Angelica Loza-Gomez, M.D., PC., to provide Medical Director services for the Fire Department in the amount of \$30,000 annually.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
MEDICAL SERVICES DIRECTOR FOR THE FIRE DEPARTMENT**

This Agreement is made and entered into as of _____, 20____ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and **DR. ANGELICA LOZA-GOMEZ, M.D., PC.**, a **SOLE PROPRIETORSHIP** with its principal place of business at **268 Snapdragon Lane, Glendora, CA 91741** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

MEDICAL DIRECTOR SERVICES FOR THE ARCADIA FIRE DEPARTMENT (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as **Exhibit "A."**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in **Exhibit "B."**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Thirty thousand dollars (\$30,000) annually for the first three years; and an increase of 3% to the annual fee, should the contract be renewed, for a maximum of three one-year renewals.** Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

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

4. Maintenance of Records.

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

5. Contract Term

The term of this Agreement shall be for **three years, starting on March 2023 to March 2026, with an option of three one-year renewals thereafter**, unless earlier terminated as provided herein. See “**Exhibit C**” for this Project’s Work Plan. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(9) Independent Consultants Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **[Insert the name of the document that contains the City’s standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Dr. Angelica Loza-Gomez, M.D., PC.**, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Arcadia
710 South Santa Anita Avenue
Arcadia, CA 91006
Attn: Richard Oishi, Battalion Chief
Fire Department

CONSULTANT:
Dr. Angelica Loza-Gomez, M.D., PC.
268 Snapdragon Lane
Glendora, CA 91741

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND DR. ANGELICA LOZA-GOMEZ, M.D., PC.**

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

CITY OF ARCADIA

DR. ANGELICA LOZA-GOMEZ, M.D., PC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Mike Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT A

Scope of Services

I) Medical Direction and Supervision of Patient Care-

- A. Advises the provider agency in planning and evaluating the delivery of prehospital medical care by EMTs and paramedics.
- B. Reviews and approves the medical content of all EMS training performed by the provider agency and ensures compliance with continuing education requirements of the State and local EMS Agency.
- C. Assists in the development of procedures to optimize patient care.
- D. Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulation.
- E. Evaluates compliance with the legal documentation requirements of patient care.
- F. Participates in direct observation of field responses as needed.
- G. Participates as needed with appropriate EMS committees and the local medical community.
- H. Ensures provider agency compliance with Los Angeles County EMS Agency controlled substance policies and procedures.

II) Audit and Evaluation of Patient Care-

- A. Assist the provider agency in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
- B. Evaluates the adherence of provider agency medical personnel to medical policies, procedures and protocols of the Los Angeles County EMS Agency.
- C. Coordinates delivery and evaluation of patient care with base station and receiving hospitals.

III) Investigation of Medical Care Issues-

- A. Reviews incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel, and complaints related to the delivery of medical care.
- B. Evaluates medical performance, gathers appropriate facts and, as needed, forwards those facts in writing to the Los Angeles County EMS Agency Medical Director.
- C. Ensures that appropriate actions are taken on cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

The annual fee for services during the initial three (3) year term is as follows:

- **Standard monthly service fee is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per month.**
- **Standard yearly service fee is THIRTY THOUSAND DOLLARS (\$30,000) per year.**
 - **THIRTY THOUSAND DOLLARS (\$30,000) for the first year (March 2023 to February 2024)**
 - **THIRTY THOUSAND DOLLARS (\$30,000) for the second year (March 2024 to February 2025)**
 - **THIRTY THOUSAND DOLLARS (\$30,000) for the third year (March 2025 to February 2026)**

*There is a 3% yearly increase for each of the optional three one-year renewals.

**Extra fee for the following:*

Occupational Health Services: \$200 per hour (one-hour minimum)

National EMS Conference attendance and representation: \$900

EXHIBIT C

Activity Schedule

D. Work plan for accomplishing functional requirements:

Service	Frequency	Outcome Measure
The Medical Director will work closely with the contracted UCLA Nurse Educator to continually assess specific needs from which to develop, coordinate, and maintain an appropriate Quality Improvement (QI) plan for the Department. The plan will be dynamic and modified to address changing needs and issues.	Monthly	QI plan discussed at QI meeting and recorded in minutes. Performance indicators reviewed and revisions discussed at Quality Improvement meetings or more often if necessary.
Clinical review of patient care reports generated, using a review system and criteria created by QI program	Ongoing	Review patient care records and record performance against performance indicators approved by the Department or required by the Los Angeles County EMS Agency.
The Medical Director will work with the nurse educator to design and provide education to the department. Ride alongs will be conducted as needed.	Ongoing	Participate in the provision of EMS education during class time or ride along.

Review incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel and complaints related to the delivery of medical care. The Medical Director will request fact finding material as necessary for specific patient-care-related incidents for review and education	As required	Review available documents (ie. patient care report, EMS policies, Title 22), and provide recommendations for corrective items to include education and remediation for EMT or paramedic.
The Medical Director will evaluate compliance with the legal documentation requirements of patient care in collaboration with the EMS Coordinator.	Monthly	Review patient care records and record performance against performance indicators approved by the Department and required by the Los Angeles County EMS Agency.
The Medical Director will attend Los Angeles County Medical Advisory Committee meetings, or other meetings as appropriate, to gather information and report to the Department on issues related to policy, procedure, and other relevant updates.	As scheduled	Department represented by Medical Director and attendance recorded in meeting minutes
Liaison with the local base hospitals and fire department EMS personnel.	At committee meeting and or as incidents arise	Resolution of concerns and dialogue with department leadership
Ensures provider agency compliance with Los Angeles County EMS Agency controlled substance policies	Ongoing	Provision of medical license, procurement and oversight for medical equipment and controlled medications

EXHIBIT D
Federal Requirements

NOT APPLICABLE



STAFF REPORT

Public Works Services Department

DATE: February 21, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave McVey, Acting General Services Superintendent

SUBJECT: CONTRACT WITH CARRIER CORPORATION FOR THE REMOVAL AND INSTALLATION OF A NEW HOT WATER BOILER AT LOWER CITY HALL IN THE AMOUNT OT \$91,145

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Fiscal Year 2021-22 Capital Improvement Plan provides for the replacement of the hot water boiler for the HVAC system at lower City Hall. The hot water boiler at lower City Hall is over 20 years old and has exceeded its life expectancy. It will be replaced with a more efficient unit that will lower gas consumption and reduce emissions. It was determined that utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring and installing a hot water boiler at the best price possible.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Carrier Corporation for the removal and installation of a new hot water boiler at lower City Hall in the amount of \$91,145.

BACKGROUND

In 2003, when the new Police Department was built, the existing hot water boiler was re-purposed and installed at lower City Hall. At the time, the existing boiler at lower City Hall was experiencing numerous problems affecting the heating in the building. The used boiler was “de-regulated” to change the British Thermal Units (“BTU’s”) needed for heating lower City Hall. Due to the de-regulation, AQMD must inspect the boiler every three to five years. Over the years, the re-used boiler has become inefficient. The boiler is over 20 years old and has exceeded its life expectancy. The gas burners and heat exchanger are worn and starting to deteriorate.

DISCUSSION

The Fiscal Year 2021-22 Capital Improvement Plan provides for the replacement of the hot water boiler for the HVAC system at lower City Hall. A new boiler will be purchased

and correctly sized to meet lower City Hall BTU demand. The new hot water boiler will have an 85% BTU efficiency rating resulting in substantially lower operating costs each year. The new boiler would replace the existing equipment with the same infrastructure and footprint. Staff researched the potential of purchasing an electric boiler, and at this time, it would not be feasible due to the electrical panels and infrastructure needed to convert the system over. Utilizing Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring and installing a new boiler at the best price possible.

The California Government Code authorizes public agencies to participate in cooperative purchase agreements such as those established by Sourcewell while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. Sourcewell awarded a contract to Carrier Corporation for a series of specialized HVAC related services, including those needed for the lower City Hall boiler replacement. A copy of the agreement between Sourcewell and Carrier Corporation is attached. The bidding process and the contract with Carrier Corporation have been reviewed by the Public Works Services Department and it has been determined to meet the City's procurement requirements. The City has previously contracted with Carrier Corporation and has been satisfied with their service.

ENVIRONMENTAL ANALYSIS

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


FISCAL IMPACT

Funds in the amount of \$135,000 were budgeted in the Fiscal Year 2021-22 Capital Improvement Plan for City Hall Facility Improvements, which includes the installation of a new hot water boiler at lower City Hall. The total cost for the removal and installation of a new hot water boiler for lower City Hall is \$91,145. Sufficient funds remain to address the remaining projects contemplated in the City Hall Facility Improvements project.

RECOMMENDATION

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with Carrier Corporation for the removal and installation of a new hot water boiler at lower City Hall in the amount of \$91,145.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Proposed Contract
Sourcewell Contract

**CITY OF ARCADIA
CONSTRUCTION CONTRACT
REMOVAL AND INSTALLATION OF NEW HOT
WATER BOILER AT LOWER CITY HALL**

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 2023 by and between the City of Arcadia, a public agency of the State of California ("City") and Carrier Corporation, a Delaware Corporation, with its principal place of business at 2478 Peck Road, City of Industry, CA 90601 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing water boiler related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: **C-20 and C-10**.

2.3 Project. City desires to engage Contractor to render such services for the **Removal and Installation of New Water Boiler at Lower City Hall** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Federal Requirements (Exhibit "G")
- Addenda
- Change Orders executed by the City
- **Current** Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any

- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on

the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **Sixty (60) CALENDAR days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Seven Hundred Ninety Dollars and Nine Cents (\$790.09) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **NINETY ONE THOUSAND, ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$91,145.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion

date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. If the Total Contract Price exceeds \$35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. If the Total Contract Price exceeds \$25,000, Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. If the Total Contract Price exceeds \$25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. If the Total Contract Price exceeds \$25,000, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the

foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. If the Total Contract Price exceeds \$25,000, Contractor acknowledges that it is aware that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or

other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 **Cost of Compliance.** Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements

otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time

within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or

be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor

shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 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 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess,

shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) 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 officials, employees, agents and authorized volunteers.

3.13.4 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 officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the City. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that

any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and

for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Carrier Corporation
2478 Peck Road
City of Industry, CA 90601
Attn: Dan Marquez, Account Executive

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, California 91066
Attn: Dave McVey, Acting General Services Superintendent

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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 Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

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

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ARCADIA
AND CARRIER CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 2023.

CITY OF ARCADIA

CARRIER CORPORATION

By: _____
Dominic Lazaretto
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____

By: _____
City Clerk

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

SERVICES / SCHEDULE

The project proposal, Carrier Quote Number 00710736, are incorporated into this Contract. Services shall include but not limited to the following:

Scope of Services

- Discuss project schedule prior to commencement of work
- Engage Mechanical Engineer to provide drawings for City review and mechanical permit
- Check in with City upon arrival
- Demo, disconnect and remove existing boiler
- Modify pad to accommodate new boiler footprint
- Furnish and install (1) new Lochinvar Power Fin Modulating Boiler – M# PBN0502 / 85%
- Furnish and install new pump
- Provide piping and electrical to reconnect to existing
- Provide exhaust vent
- Provide BacNet communication card and control services via Emcor to tie boiler to City's existing EMS System
- Start up and test, verify operation and clean work area

EXHIBIT "B"

PLANS AND SPECIFICATIONS

All service and unit specifications are listed in Exhibit "A".

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

CARRIER CORPORATION

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “E”

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark “Yes” in response to “Small Project Exemption.”

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia (hereinafter referred to as "City") has awarded to Carrier Corporation, (hereinafter referred to as the "Contractor") an agreement for **Removal and Installation of New Hot Water Boiler at Lower City Hall** (hereinafter referred to as the "Project").

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **NINETY-ONE THOUSAND, ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$91,145.00)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

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

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

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to **Carrier Corporation** hereinafter designated as the "Principal," a contract for the work described as follows:

Removal and Installation of New Hot Water Boiler at Lower City Hall (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of **NINETY-ONE THOUSAND, ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$91,145.00)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

EXHIBIT "G"
FEDERAL REQUIREMENTS

NOT APPLICABLE.

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Carrier Global Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Simon C. Walls
F1B5CDFCEE8A47B...

By: _____

By: _____

Jeremy Schwartz

Simon C. Walls

Title: Chief Procurement Officer

Title: Global Strategic Accounts Leader

10/7/2021 | 9:30 PM CDT

10/7/2021 | 11:01 AM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/7/2021 | 9:34 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Carrier Global Corp
Does your company conduct business under any other name? If yes, please state: Carrier Corporation
Address: 5900-H Northwoods Bus Pkwy
Charlotte, NC 28269
Contact: Alex Relf
Email: alex.l.relf@carrier.com
Phone: 704-521-6443
HST#: 06-0991716

Submission Details

Created On: Tuesday June 15, 2021 15:26:02
Submitted On: Wednesday June 30, 2021 15:43:18
Submitted By: Alex Relf
Email: alex.l.relf@carrier.com
Transaction #: 0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address: 104.129.206.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269
5	Proposer website address (or addresses):	www.carrier.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately \$19 Billion in 2020.
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an \$18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents. Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
13	What is your Canadian market share for the solutions that you are proposing?	N/A
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards.</p> <p>The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions.</p> <p>As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the government sector.
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Passaic	Steve Orsini	201-937-2576
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505
Rutgers University	Glen Vliet	848 445-3714

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com . Included with the submission package is Carrier Strategic Accounts Marketing brochure.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in LinkedIn and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customer's option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	<p>Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.</p>
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Quality Assurance of Products & Services</p> <p>In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project.</p> <p>Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery.</p> <p>In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers.</p> <p>What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets.</p> <p>The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction.</p> <p>The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required.</p> <p>For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented.</p> <p>In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals.</p> <p>The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance.</p> <p>Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints.</p> <p>There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required.</p> <p>Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcwell incumbent, Carrier has successfully provided quarterly reports since 2017.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, and at no additional costs.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcwell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcwell members. A National Account Manager will review all bids prior to submission to ensure consistency, and correctness.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcwell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

[Pricing](#) - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46

[Financial Strength and Stability](#) - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55

[Marketing Plan/Samples](#) - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40

WMBE/MBE/SBE or Related Certificates (optional)

[Warranty Information](#) - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20

[Standard Transaction Document Samples](#) - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38

[Upload Additional Document](#) - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	<input checked="" type="checkbox"/>	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	<input checked="" type="checkbox"/>	1



STAFF REPORT

Public Works Services Department

DATE: February 21, 2023

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave McVey, Acting General Services Superintendent

SUBJECT: CONTRACT WITH CROSTOWN ELECTRICAL & DATA, INC. FOR EXTRAORDINARY TRAFFIC SIGNAL MAINTENANCE SERVICES IN THE AMOUNT OF \$85,500
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Public Works Services Department (“PWSD”) is responsible for the daily maintenance and repair of 60 signalized intersections within the City. Extraordinary repairs, emergency after hours response, and conflict monitor testing of traffic signals are performed by a contractor. To ensure that the City is receiving the most competitive prices and quality service for this work, a formal bid was conducted and Crosstown Electrical & Data, Inc. submitted the lowest responsible bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$85,500 annually, with the option of three one-year extensions.

BACKGROUND

The PWSD is responsible for the maintenance and repair of approximately 60 signalized intersections within the City. This includes replacing burnt out lamps, repairing safety lights, minor repairs to damaged signal heads, monthly inspection of the signal controllers at all intersections, and field response to timing complaints and outages at intersections.

The purpose of the extraordinary traffic signal contract is to handle problems that are beyond the expertise of the City’s Signal/Street Light Technician. The contractor also responds when a traffic signal has been knocked down or there is a safety hazard to traffic. The contract specifications also include painting of signal heads and testing conflict monitors at all intersections to ensure that the traffic signals are functioning properly.

DISCUSSION

The City of Arcadia experiences an average of seven traffic signal pole knockdowns per year resulting from vehicle collisions. Repair costs for collision-related pole replacements are billed to the responsible party and reimbursed to the City. The traffic signal related expenses impacting the City's operational budget are conflict monitor testing and after-hours response for traffic signal malfunctions.

A notice inviting bids was published in the City's adjudicated newspaper and bid packages were distributed to contractors that perform this type of work. The City Clerk publicly opened five sealed bids on January 17, 2023, with the following results:

Rank	Bidder	Location	Bid
1.	Crosstown Electrical & Data, Inc.	Irwindale, CA	\$ 85,500.00
2.	Bear Electrical Solutions, Inc.	Alviso, CA	\$ 96,000.00
3.	Yunex Traffic, LLC	Riverside, CA	\$ 98,570.00
4.	Econolite Systems, Inc.	Anaheim, CA	\$ 117,011.80
5.	St. Francis Electric, LLC	Riverside, CA	\$ 128,150.00

The bid documents were reviewed for content, and the background and competency of the lowest, most responsive bidder was investigated. Crosstown Electrical & Data, Inc. was identified as the lowest, most responsive bidder. Upon further evaluation, a minor error in Crosstown Electrical & Data, Inc.'s schedule of prices was found, resulting in their total bid to be \$125 more than the bid amount that they submitted. The City's bid documents indicate that for purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of the lump sum. Crosstown Electrical & Data, Inc. was contacted to confirm the change to their bid. Crosstown Electrical & Data, Inc. remains the lowest bidder. Crosstown Electrical & Data, Inc. currently provides similar traffic signal repair services to other cities including the Cities of Bell, Azusa, and Chino Hills.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The total contract cost will be set at a not-to-exceed amount of \$85,500 annually. Sufficient funds have been budgeted in the Fiscal Year 2022-23 Operating Budget for extraordinary repairs of traffic signals. All work performed is on a time and materials basis and the contractor is only paid for work performed.

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; and approve, authorize, and direct the City Manager to execute a Contract with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$85,500, with the option of three one-year extensions.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Contract

CITY OF ARCADIA

**TRAFFIC SIGNAL MAINTENANCE SERVICES
2023**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
CROSSTOWN ELECTRICAL & DATA, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Arcadia, sometimes hereinafter called "City," and **Crosstown Electrical & Data, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

A. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Traffic Signal Maintenance Services 2023

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **14** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **EIGHTY-FIVE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$85,500.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

CROSSTOWN ELECTRICAL & DATA, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney