



**Tuesday, September 16, 2025, 6:00 P.M.**

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

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 are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. At the Mayor's discretion, the time limit may be shortened to allow speakers to address the City Council.
2. **Website:** Please submit your comments using our online public comment form at [ArcadiaCA.gov/comment](https://ArcadiaCA.gov/comment). Your comments must be received at least 30 minutes prior to the posted meeting time.
3. **Email:** Please submit your comments via email to [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov). Your comments must be received at least 30 minutes prior to the posted meeting time.

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.

### **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，或者在市市长询问公众发言时，直接到讲台上发言。发言者通常每人限时五（5）分钟；如有时间调整，将在公众评论期间之前公告。根据市长的裁量权，时间限制可能会缩短，以便发言者向市议会发言。
2. **网站：**请使用以下网站中刊载的在线公众评论意见表提交您的评论意见：[ArcadiaCA.gov/comment](http://ArcadiaCA.gov/comment)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
3. **电子邮件：**请将您的评论意见通过电子邮件发送至：[CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

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。

## **CALL TO ORDER**

### **ROLL CALL OF CITY COUNCIL MEMBERS**

Sharon Kwan, Mayor  
Eileen Wang, Mayor Pro Tem  
Dr. Michael Cao, Council Member  
Paul P. Cheng, Council Member  
David Fu, 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. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

### **CLOSED SESSION**

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Moises Anguiano v. City of Arcadia, Arcadia Public Works Services Department; and Does 1-30, inclusive (Case No. 23AHCV00981).
- b. Pursuant to Government Code Section 54956.9 (d)(2) to confer with legal counsel regarding the Workers' Compensation matter of Brett Bourgeois (Claim #22-162513 and Claim #24-176675/WCAB Case No. ADJ18717812).

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

**1. CALL TO ORDER**

**2. INVOCATION**

Mohammad Ahad, Mosque of San Gabriel

**3. PLEDGE OF ALLEGIANCE**

Mohammad Ahad, Mosque of San Gabriel

**4. ROLL CALL OF CITY COUNCIL MEMBERS**

Sharon Kwan, Mayor  
Eileen Wang, Mayor Pro Tem  
Dr. Michael Cao, Council Member  
Paul P. Cheng, Council Member  
David Fu, Council Member

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

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

**7. PRESENTATIONS**

- a. Presentation of Mayor's Certificate of Commendation to the Homeowners' Associations and Architectural Review Boards for their dedication and efforts in preserving the beauty of Arcadia.

**8. PUBLIC HEARING**

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer at the discretion of the City Council) speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, at the discretion of the City Council.

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

- a. Temporary Use Permit No. TUP 25-11 to allow Social House Holidays LLC to host the Enchant Christmas Light Maze and Market in the south parking lot of Santa Anita Park at 285 W. Huntington Drive during the holiday season.

CEQA: Exempt

Recommended Action: Approve

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

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

## 10. CONSENT CALENDAR

- a. Special and Regular Meeting Minutes of August 19, 2025, Special Meeting Minutes of August 26, 2025, and Special and Regular Meeting Minutes of September 2, 2025.

CEQA: Not a Project

Recommended Action: Approve

- b. Resolution No. 7647, authorizing the City Manager, or designee, to execute a grant agreement with the California Department of Transportation to fund development of Arcadia's Active Transportation Plan.

CEQA: Not a Project

Recommended Action: Adopt

- c. Resolution No. 7655 authorizing a supplemental budget appropriation in the amount of \$22,144 from the Asset Seizure Fund; and approving a purchase order with Nappi Fabrication Designs for customized trailer cabinets in an amount not to exceed \$37,072.

CEQA: Not a Project

Recommended Action: Adopt and Approve

- d. Appointment to the Senior Citizens Commission (Golden Senior Club).

CEQA: Not a Project

Recommended Action: Make Appointment to Fill Unexpired Term

- e. Professional Services Agreement with Linkture Corp. for design of the motor control center at Peck Well in an amount not to exceed \$50,000.  
CEQA: Not a Project  
Recommended Action: Approve
- f. Professional Services Agreement with Phoenix Water Solutions for the Water Meter Dial Replacement Project in the amount of \$224,400.  
CEQA: Exempt  
Recommended Action: Approve
- g. Purchase Order with Valley Power Systems, Inc. for the purchase of one portable emergency generator for the Whispering Pines Booster Station in the amount of \$66,576.25.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Purchase Order with DeLillo Chevrolet for the purchase of two 2025 Chevrolet Silverado 2500HD pickup trucks in the amount of \$124,270.96.  
CEQA: Not a Project  
Recommended Action: Approve
- i. Purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$107,054.  
CEQA: Not a Project  
Recommended Action: Waive the Formal Bid Process and Approve

**11. CITY MANAGER**

- a. Mills Act Application No. MILLS 25-01 for a ten-year Mills Act contract between the City of Arcadia and the Property Owner of the historic "Brod-Papp House" located at 1203 Oakwood Drive.  
CEQA: Not a Project  
Recommended Action: Approve

**12. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports).***

**13. REQUEST FOR FUTURE ITEMS**

**14. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, October 7, 2025, at 6:00 p.m. in the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

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

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

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

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

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

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

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

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

**DECORUM:** While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in

a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.

## 欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

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

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

**议程之外的事项**应当在指定的“公众评议”时间提出。在一般情况下，每位发言者将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。**根据州法，市议会不得讨论或表決未列入议程的事项。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。



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DEVELOPMENT SERVICES DEPARTMENT

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Lisa Flores, Deputy Development Services Director  
By: Melissa Chipres, Senior Planner

**SUBJECT:** TEMPORARY USE PERMIT NO. TUP 25-11 TO ALLOW SOCIAL HOUSE HOLIDAYS LLC TO HOST THE ENCHANT CHRISTMAS LIGHT MAZE AND MARKET IN THE SOUTH PARKING LOT OF SANTA ANITA PARK AT 285 W. HUNTINGTON DRIVE DURING THE HOLIDAY SEASON  
**CEQA: Exempt**  
**Recommendation: Approve**

**SUMMARY**

The Applicant, Social House Holidays LLC, is requesting approval for Temporary Use Permit No. TUP 25-11 to host the Enchant Christmas Light Maze and Market (“Enchant”), in the south parking lot at Santa Anita Park. The event is scheduled to operate from November 21, 2025, through December 28, 2025, with a maximum daily attendance of 19,500. This festive holiday experience will feature activities, including ice-skating, an ice slide, live entertainment, a curated holiday marketplace, seasonal food and beverages, and various attractions.

It is recommended that the City Council find that the event is Categorical Exempt from the California Environmental Quality Act (“CEQA”), under Section 15304(e), and approve Temporary Use Permit No. TUP 25-11 for the proposed Enchant Christmas Light Maze and Market in the south parking lot of Santa Anita Park, located at 285 W. Huntington Drive.

## **BACKGROUND**

Enchant is the organizer of a large-scale holiday event known as the “World’s Largest Christmas Light Maze”. Since 2016, the event has been held in various cities across North America and has become a recurring seasonal attraction. The event includes light installations, an ice-skating trail, live entertainment, a holiday marketplace, and opportunities for attendees to visit with Santa Claus.

The event generates seasonal employment opportunities and attracts visitors who contribute to the local economy by patronizing hotels, shops, and restaurants. It also provides residents with a safe, family-oriented holiday experience. The largest installation to date took place at Nationals Park in Washington, D.C., where attendance exceeded 300,000 over a single season, and the event has since become a recurring part of holiday programming in Washington, D.C. Enchant has been held more than 30 times in various locations across the country and has experience coordinating with host cities to address operational considerations such as parking, traffic management, and minimizing neighborhood impacts.

## **DISCUSSION**

The Arcadia Development Code permits temporary events throughout the City, subject to specific review and approval processes. Events at Santa Anita Park, located within the Race Track Event (RTE) Overlay and expected to draw more than 10,000 attendees, require City Council approval through a public hearing. Other events at Santa Anita that have been subject to City Council approval include the 626 Night Market and the Los Angeles Lantern Art Expo.

Enchant Christmas is proposed to take place within the south parking lot at Santa Anita Park (refer to Figure No. 1 below – Event Map). Similar to other events hosted at the Racetrack, the event footprint will be set back approximately 20 feet from the property line along Huntington Drive, away from residential areas. This buffer is intended to reduce potential noise and lighting impacts on the nearby residential areas, while maintaining sufficient space for the event’s various features and activities.



Figure No. 1 - Event Map

Enchant Christmas is scheduled to operate at Santa Anita Park from November 21 through December 28, 2025, with a single soft opening on November 17 for Discover Los Angeles, a local non-profit organization.

The proposed event dates and hours are:

- **Wednesdays, Thursdays, and Sundays:** 4:30 p.m. – 10:30 p.m.
- **Fridays and Saturdays:** 4:30 p.m. – 11:30 p.m.
- **Closed on Mondays and Tuesdays, except from December 16–28, when the event will be open daily.**

- **Special Daytime Hours:** Limited daytime sessions will be available on **December 9, 10, 16, 17, 22, 23, and 24**, from **11:30 a.m. – 4:30 p.m.**, featuring family activities such as ice skating, miniature golf, and an ice slide.

While the event coincides with Santa Anita Park's Opening Day on December 26, 2025, it is scheduled to begin after the races conclude and parking lots are vacated. Therefore, no parking impacts are anticipated. During the holiday season, Santa Anita Park typically leases overflow parking to The Shops at Santa Anita. Should that occur, spaces would be provided either in the north parking lot or to the east of this event to avoid conflicts. Parking will be accommodated within Santa Anita Park's existing parking areas, which has successfully supported events of equal or larger size, such as the 626 Night Market. While other activities may continue at Santa Anita Park during this period, they are scheduled in separate areas of the property and utilize different access points and parking areas. As a result, no operational conflicts or parking issues are anticipated.

Ticketing will be handled exclusively online and in advance, which is consistent with industry best practices for crowd control. This allows the Applicant to manage attendance, coordinate with operational plans, and ensure guest safety. Private events may be held by companies, offices, schools, or similar groups, in designated hospitality tents. General Admission tickets will be correspondingly reduced or adjusted to ensure that total attendance does not exceed permitted limits, especially when there are private events planned.

Although amplified music and lighting will be used throughout, conditions of approval have been placed on this event that require compliance with the City's Noise Ordinance, along with additional controls on sound amplification. Lighting elements will be internally directed and shielded to minimize off-site glare.

Some of the key features at this event include (refer to Figure 2 below):

- The World's Largest Christmas Light Maze
- An ice-skating trail
- A 10-lane ice slide
- Santa's Landing with photo ops and story time
- A curated Village Marketplace with approximately 50 artisan and food vendors

- Seasonal programming such as live music, contests, and family-friendly entertainment

Santa Anita Park will offer both alcoholic and non-alcoholic beverages, while vendors will serve hot chocolate and other seasonal food and beverages.



**Figure 2: Enchant, San Jose 2022**

Security and public safety are the central focus of the operational plan. The Applicant will provide private security and on-site law enforcement, in coordination with the Arcadia Police Department. Access control will be enforced through perimeter fencing, ticket scanning at controlled entry points, and on-site video surveillance. First aid and emergency response services will be present on site, with dedicated areas included on the site plan.

Crowds and safety issues will be managed by trained personnel assigned to specific zones. Daily safety briefings, pre-event inspections, and coordinated emergency communication are part of the comprehensive Emergency Response Plan, which has been reviewed and approved by both the Arcadia Police and Fire Departments.

This event has been reviewed by the Fire Department, Police Department, Planning and Building Services, Engineering Services, and the Public Works Services Department. While specific safety requirements and conditions are included, no objections or concerns were raised by any of the departments regarding the issuance of the requested permit. It is recommended that the following Conditions of Approval be applied to this event:

### Planning

1. The event is limited to a maximum of 19,500 people per day.
2. The approved event dates for the “Enchant” shall be limited to:
  - Wednesdays, Thursdays, and Sundays: 4:30 p.m. – 10:30 p.m.
  - Fridays and Saturdays: 4:30 p.m. – 11:30 p.m.
  - Closed on Mondays and Tuesdays, except from December 16–28, when the event will be open daily.
  - Special Daytime Hours: Limited daytime sessions will be available on December 9, 10, 16, 17, 22, 23, and 24, from 11:30 a.m. – 4:30 p.m., featuring family activities such as ice skating, miniature golf, and an ice slide.

Any changes to the approved dates shall be subject to review and approval by the Deputy Development Services Director or their designee.

3. The event setup shall not begin before October 16, 2025, and all takedown and site restoration shall be completed no later than January 14, 2026.
4. Alcoholic beverages may only be sold and consumed within the designated event area.
5. All speakers and amplified sound shall be directed away from residential properties, and all amplified entertainment shall end by 11:00 p.m. The use of any sound amplifying equipment, including, but not limited to, public address (“PA”) systems, microphone, and speakers, shall comply with the City of Arcadia Municipal Code, Article IV, Chapter 6 - Noise Regulations.

6. The Applicant shall hold the event according to the approved layout. Any significant change to the layout shall require review and approval by the Deputy Development Services Director or their designee.

#### Business License

7. The event organizer shall obtain a business license covering all vendors and any related independent contractors. A list of vendors and contractors, including Seller's Permit numbers, shall be provided to the Business License Office prior to the event. For sales tax purposes, all sales shall be reported to the California Department of Tax and Fee Administration as occurring within the City of Arcadia.

#### Fire

8. A permit and inspection by the Arcadia Fire Marshal or their designee are required prior to the event. The Applicant shall provide the following items at least two weeks prior to the event:
  - a) A minimum 20-foot-wide emergency access lane shall be maintained around the perimeter of the event. Parking shall be prohibited in this area, and signage shall be provided if deemed necessary by the Fire Marshal.
  - b) An additional access point to the interior access lane shall be provided on the south side of the event.
  - c) A layout plan showing a minimum of three emergency exits from the area shall be provided. Exit wayfinding and adequate lighting for all exit paths shall be installed, as specified by the Fire Marshal.
  - d) A detailed layout of the private parties tent will need to be submitted to the Building Division, Fire Department, and Planning Division to verify adequate egress.
  - e) The locations and specifications of all tents and other assemblies, including fire extinguishers, generators, and vehicles, shall be provided at each event. All tents and assemblies must be made available for inspection prior to each event.
  - f) All food vendor tents shall be equipped with either a 40:BC or Class K fire extinguisher.

- g) All food vendors using a generator shall maintain a minimum clearance of three (3) feet from any combustible materials.
  - h) Tents used for cooking shall be flame retardant and located at least 10 feet from any other tents, canopies or other cooking facilities.
  - i) Fuel storage, whether diesel or gasoline, shall be kept off-site. Vendors may bring fuel to their designated areas only on an as-needed basis.
  - j) All Liquefied Petroleum Gas (LPG) storage locations shall be secured from the public. All tanks must properly be secured to prevent tipping or falling.
  - k) Combustible flooring materials such as plastic tarpaulins, visqueen, or cardboard are prohibited in cooking areas. Flame-retardant mats may be permitted on a case-by-case basis, subject to approval by the Fire Marshal or their designee.
9. At the Applicant's expense, a minimum of three (3) Emergency Medical Technicians (EMTs), and one (1) Fire Safety Officer shall be provided and maintained on-site for the entire duration of the event. Paramedics and EMTs must be provided by a Los Angeles County licensed ambulance company approved as an EMT Automated External Defibrillator service provider in the State of California and Los Angeles County. Licenses, accreditations, and certifications are subject to verification by the Arcadia Fire Department, in accordance with Los Angeles County Department of Health Services Reference No. 842 - "Mass Gathering and Special Events Interface with Emergency Medical Services." The event shall not commence or continue without the presence of the required medical personnel and Fire Safety Officer, as verified by the Arcadia Fire Department.
10. A Medical Action Plan and Public Safety Plan shall be submitted to and approved by the Arcadia Fire Department prior to first event.
11. No perimeter fencing shall be provided around the vendor area(s), except around the generators; the fencing shall not interfere with any egress routes required by the City's Fire Marshal.
12. The Applicant shall obtain and maintain a valid Outdoor Assembly Permit from the Arcadia Fire Department for the duration of the event. The event shall not commence until such permit has been issued.

### Police

13. Staffing levels for the event shall be evaluated on a daily or weekly basis by the Arcadia Police Department. If crime statistics, calls for service, or crowd size indicate a need for law enforcement presence, police personnel may be assigned at the Department's discretion. The Police Department reserves the right to adjust staffing levels at any time based on changing conditions. Event organizers shall be promptly notified of any staffing assignments or changes. All costs related to law enforcement staffing shall be the sole responsibility of the Applicant. In the event of a delay or cancellation with less than 24 hours' notice, the Applicant shall be billed a minimum of six (6) hours at the applicable City of Arcadia or outside agency rate, including any additional outside agency travel time.

### Building

14. All electrical equipment within the site shall be adequately barricaded to prevent unauthorized access to electrical connections and controls. Compliance with this requirement shall be subject to inspection by the Building Division.
15. The event shall provide equivalent accessibility accommodation, including portable and handicap-accessible restrooms and lavatories. A minimum of five percent (5%) of all facilities such as parking spaces, portable toilets, and seating shall comply with California accessibility standards.
16. At least 50 percent of the holes on miniature golf courses shall be accessible and comply with CBC Section 11B-1007.3. The accessible holes shall be arranged consecutively, and the course shall provide an accessible route from the last accessible hole to the course entrance or exit, without requiring travel through any non-accessible holes.
17. Tents shall be secured to withstand wind speeds of up to 95 mph, in accordance with the manufacturer's installation instructions. Temporary structures, including stages and tents larger than 120 square feet, shall not be erected without first obtaining a permit from the Building Official. Permit applications shall include construction documents with a site plan indicating the structure's location, structural fabrication plans, means of egress, and occupant load. All

documents must bear an original wet stamp and legible signature from a State of California Licensed Structural Engineer, Architect, or Civil Engineer.

18. The proposed 100-foot Christmas tree and any structures exceeding 8'-6" in height above grade, shall require a building permit. The permit application shall include site specific structural calculations, anchoring details, and Building's review.
19. An electrical permit shall be required for all temporary generators and lighting, and all electrical work shall comply with the 2022 California Electrical Code. Electrical equipment on site shall be adequately barricaded to prevent unauthorized access to electrical connections and controls. Light towers and generators shall be equipped with a driven electrical ground rod and shall be inspected prior to the operation. All exterior receptacles shall be Ground Fault Circuit Interrupter (GFCI) protected, and extension cords shall be adequately protected from hazardous conditions.
20. Stages that are more than 30 inches above grade and exceed 120 square feet shall not be erected, operated, or used for any purpose, without first obtaining a permit from the Building Division.
21. The event shall provide accessible parking, paths of travel, and equivalent facilitation, in compliance with applicable accessibility standards. This includes providing portable (handicap-accessible) restrooms and lavatories, if such facilities are offered. A minimum of five percent (5%) of all event activities, including parking, restrooms, and seating, shall be ADA accessible and meet California accessibility requirements.

### Engineering

22. Any event-related vehicles and attendees exiting Gate 8 shall be permitted to turn either right or left onto Baldwin Avenue. Traffic control measures shall not restrict exiting vehicles to right turns only, including those from The Shops at Santa Anita parking lots or structures.

### General Conditions

23. The event shall provide an adequate number of trash receptacles throughout the facility to maintain cleanliness.
24. All fats, oils, and grease shall be properly disposed of by all food vendors.
25. No signs are permitted on the City medians or parkways, or any other City property. Any signs or banners to be posted on the subject property shall be subject to review and approval by the Deputy Development Services Director or their designee.
26. 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 TUP 25-11 ("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 notify the Applicant of the claim, action, or proceedings and will cooperate in the defense of the matter. 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, the Applicant shall provide to the 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, the Applicant shall replenish the deposit, each and every time, in order for 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. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any 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, at the request of the Applicant or not.

27. Approval of TUP 25-11 shall not be of effect unless the Property Owner and the Applicant have executed and filed the Acceptance Form to indicate awareness and acceptance of these conditions of approval, prior to commencement of the Enchant Christmas Market.

## **FINDINGS**

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

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

**Facts in Support of the Finding:** The area proposed for the event within the south parking lot can accommodate the full event footprint, including event infrastructure for all the activities, attendee circulation, and emergency access. The site is located approximately 60 feet from the curb along Huntington Drive, providing a substantial buffer from the adjacent multi-family residential uses to the south. Although the event will include amplified sound, all sound levels will be required to comply with the City's Municipal Code. Event hours are generally scheduled between 4:00 p.m. and 11:00 p.m., and public safety will be maintained through the presence of onsite Fire Department personnel, paramedics, and Emergency Medical Technicians (EMTs) throughout

operational hours. Therefore, based on the proposed site layout, mitigation measures, and public safety coordination, the event is not anticipated to adversely affect public health, safety, or welfare.

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

**Facts in Support of the Finding:** The south parking lot at Santa Anita Park is sufficient size and configuration to accommodate the proposed Enchant Christmas event, which will feature live performances, food and merchandise, and on-site parking. An overflow parking area is also designated to support anticipated attendance levels. This portion of the site has previously hosted large-scale events, including the 626 Night Market, which has attracted approximately 30,000 attendees in an evening, without generating significant negative impacts to the adjacent neighbors. The proposed event is expected to attract fewer attendees and will follow operational protocols consistent with past events. These include crowd management, traffic control, amplified sound regulations, and security provisions all designed to mitigate potential impacts and preserve the use and enjoyment of nearby properties.

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

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

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

**Facts in Support of the Finding:** Parking for the proposed Enchant Christmas Market will be provided entirely onsite within Santa Anita Park's existing parking areas. Four (4) separate parking zones located south of the racetrack

have been designated and approved for event use by Santa Anita Park. In addition, a dedicated overflow parking area has also been identified and approved to accommodate any additional demand. Given the size and capacity of the available parking facilities, and based on Santa Anita Park's history of successfully hosting larger-scale events, the proposed temporary use is not expected to create any parking-related issues or offsite impacts.

- 5. The location for the proposed temporary use would not adversely interfere with existing uses on the subject property and would not impede or adversely impact pedestrian access ways and/or vehicular circulation patterns.**

**Facts in Support of the Finding:** The proposed Enchant Christmas event will be held in the south parking lot at Santa Anita Park, which is not scheduled for any other use during the event's operating days and hours. Although Santa Anita Park will host Opening Day on December 26, 2025, the Enchant Christmas event will begin only after Opening Day activities have concluded, and patrons have vacated the area. No other racing events or scheduled activities will occur during Enchant's operating hours of 4:30 p.m. to 11:30 p.m., ensuring no overlap with other site uses. As a result, the event is not expected to interfere with existing operations, pedestrian access, or vehicular circulation on the property.

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

**Facts in Support of the Finding:** In accordance with standard procedures, and as specified in the proposed Conditions of Approval, the Applicant will be required to execute an Acceptance Form confirming their agreement to comply with all Conditions of Approval associated with this permit. This written acknowledgment will be submitted prior to permit issuance.

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

**ENVIRONMENTAL ANALYSIS**

This project is Categorical Exempt from the California Environmental Quality Act (“CEQA”) under Section 15304(e) of the CEQA Guidelines, a temporary use having no permanent effect on the environment. A Preliminary Exemption Assessment is included as Attachment No. 2.

**PUBLIC COMMENTS/NOTICE**

Public hearing notices for this item were mailed on September 5, 2025, to the property owners within 1,000 feet of the subject site. As of September 11, 2025, staff did not receive any public comments on this temporary use permit application.

**FISCAL IMPACT**

There is no significant fiscal impact expected as a result of this event. Some revenue will be generated through business license fees and sales tax collected from the event. Additionally, all City services required for the event, such as Police and Fire Services, will be paid for by the Applicant.

**RECOMMENDATION**

It is recommended that the City Council find that the event is Categorical Exempt from the California Environmental Quality Act (“CEQA”); and approve Temporary Use Permit No. TUP 25-11 for the proposed Enchant Christmas Light Maze and Market in the south parking lot of Santa Anita Park at 285 W. Huntington Drive.

Approved:

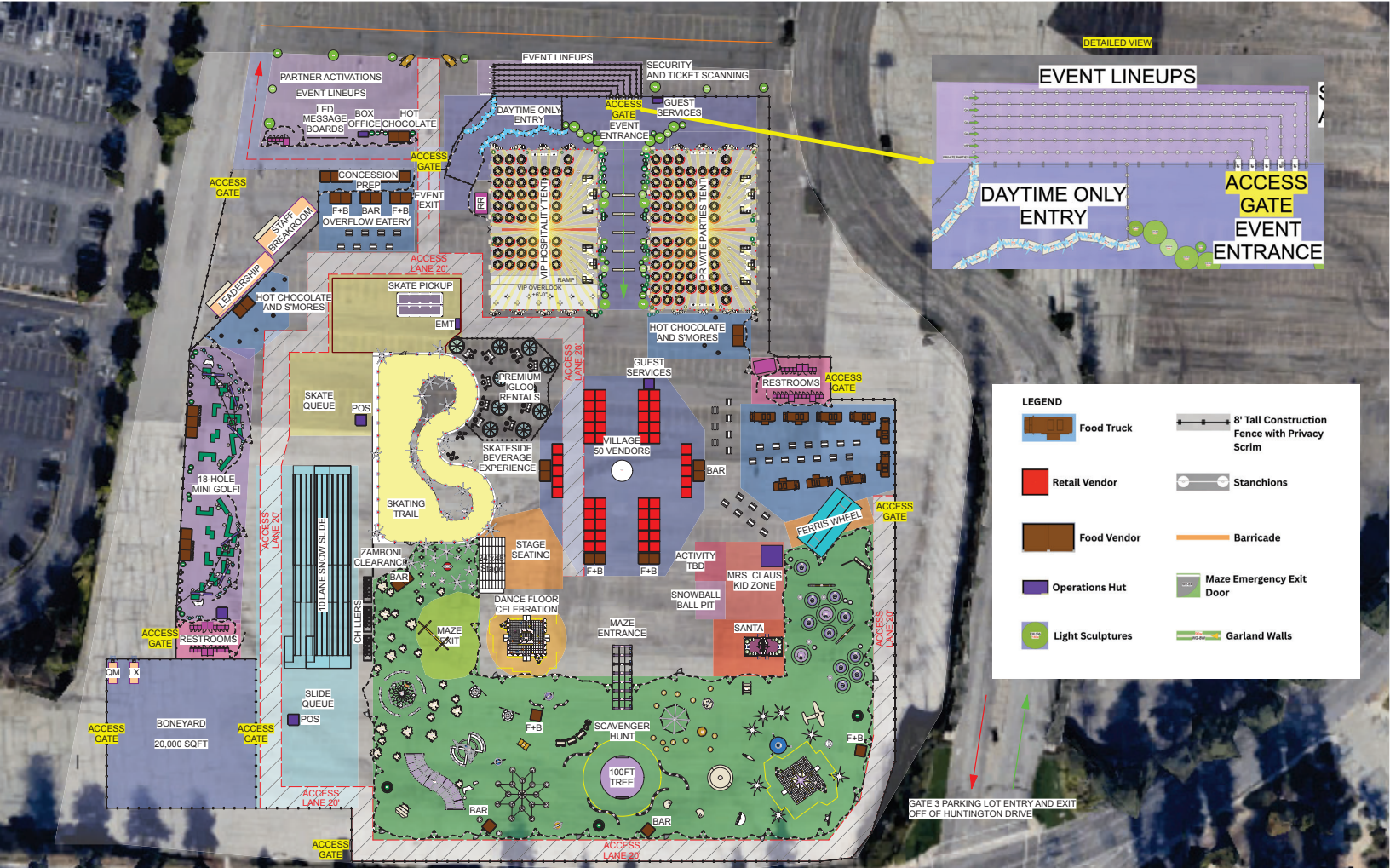


Dominic Lazzaretto  
City Manager

Attachment No. 1: Event Map, Parking Plan, and Images  
Attachment No. 2: Preliminary Exemption Assessment

# Attachment No. 1

Event Map, Parking Plan, and Images













# Attachment No. 2

## Preliminary Exemption Assessment



CITY OF  
ARCADIA

## PRELIMINARY EXEMPTION ASSESSMENT

1. Name or description of project:	TUP 25-11- A temporary use permit to allow a Christmas event at the parking lot area of Santa Anita Park	
2. Project Location –	285 W Huntington Dr (south parking lot)	
3. Entity or person undertaking project:	A.	
	B. Other (Private)	
	(1) Name	Social House Holidays LLC
	(2) Address	12920 Metcalf Ave Overland Park, KS 66213
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>	
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input checked="" type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	15304 (e) Temporary use of Land Having No Permanent Effects
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input type="checkbox"/>	The project is otherwise exempt on the following basis:	
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: August 26, 2025

Staff: Melissa Chipres, Senior Planner

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
TUESDAY, AUGUST 19, 2025**

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**CALL TO ORDER** – Mayor Kwan called the Special Meeting to order at 5:00 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

**PUBLIC COMMENT** – No one appeared.

**STUDY SESSION**

- a. City Water and Sewer Rates for Calendar Years 2026 through 2030.

Public Works Services Director Cranmer provided a PowerPoint presentation.

It was the consensus of the City Council to bring forward the proposed water and sewer rate structure, as presented by staff, at the October 7 City Council meeting.

- b. Report, discussion, and direction regarding veterans recognition efforts and programs.

After City Council discussion, a motion was made by Council Member Fu, seconded by Council Member Cao, to establish a City Council Subcommittee consisting of Mayor Pro Tem Wang and Council Member Cheng, to investigate regional veterans recognition efforts and offerings, and to report back to the City Council in six months with findings and recommendations.

AYES: Fu, Cao, Cheng, Wang, and Kwan

NOES:

ABSENT:

The Special Meeting ended at 6:19 p.m.



\_\_\_\_\_  
Linda Rodriguez  
City Clerk

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 19, 2025**

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1. **CALL TO ORDER** – Mayor Kwan called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Eva Thai-Erwin, Church of the Good Shepherd
3. **PLEDGE OF ALLEGIANCE** – Reverend Eva Thai-Erwin, Church of the Good Shepherd
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

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

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in a Study Session to discuss the two items listed on the posted agenda.

Regarding the first item, City Attorney Maurer stated that the City Council received a presentation on the City's proposed water and sewer rates for calendar years 2026 through 2030; he noted that no action was taken, and that this item will be brought back to the City Council for consideration at the October 7 meeting.

Regarding the second item, City Attorney Maurer reported that the City Council discussed potential opportunities to collaborate with veterans organizations in the region and to explore ways the City could extend related services; he further reported that, on a 5-0 vote, the City Council approved a motion to establish a City Council Subcommittee, consisting of Mayor Pro Tem Wang and Council Member Cheng, to investigate these opportunities and report back with findings in six months.

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

City Manager Lazzaretto had nothing to report.

7. **PRESENTATIONS**

- a. Presentation of Mayor's Certificate of Commendation to Moffett's Family Restaurant in celebration of 50 years in Arcadia.

- b. Presentation of Mayor's Certificate of Commendation to Sarah Li in recognition of her volunteer work and scouting accomplishments.
- c. Presentation of Mayor's Certificates of Commendation to the Arcadia High School Badminton Team for winning the Almont League and the Southern Section Open Division Championship titles.
- d. Presentation of Mayor's Certificate of Commendation to Olivia Tan for her strength and courage.

## **8. PUBLIC COMMENTS**

Dave Grohl appeared and commended Mayor Kwan and former Mayor April Verlato for their dedication to the City; and expressed concerns over Council Member Fu's actions towards a public speaker at a prior meeting.

William Goldsmith appeared and expressed their concerns regarding Council Member Fu's statements during the meeting on June 3.

Pat Smear appeared and expressed disappointment in statements made by Council Member Fu during the meeting on June 3.

Simran Khinda, owner of All India Cafe, appeared and promoted his restaurant, encouraging the community to visit.

Donna Choi, Executive Director of the Downtown Arcadia Improvement Association, appeared and provided a recap of the Patriotic Festival and drone show; she thanked the City for its support; and distributed a handout highlighting reasons to open a business in Downtown Arcadia, along with information on upcoming events.

Sina Mohajer, President of the Arcadia Chamber of Commerce, appeared and announced that the Chamber will be hosting the following upcoming events: August 21, "Rise and Shine" at Matt Denny's; August 27, "The Mix" at Dave & Buster's; August 28, "Networking at Noon" at The Derby; and September 13, Taste of Arcadia at the Santa Anita Park.

Donna McCreadie, an Arcadia resident, appeared and expressed her concerns regarding traffic safety on Michillinda Avenue; and inquired about the appropriate contact to address the issue.

In response to Ms. McCreadie's inquiry, City Manager Lazzaretto indicated that City Engineer Merrill is working with the City of Pasadena to review the traffic history and explore potential solutions for the particular area she mentioned; and he clarified that most of Michillinda Avenue is under the City of Pasadena or Los Angeles County's control; however, Arcadia will continue to work with the applicable agencies to address resident safety concerns.

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

Mayor Kwan announced that President Trump recently issued an Executive Order on the removal of homeless encampments; she requested City Council support to place an item on a future agenda to discuss a total ban on overnight camping.

City Manager Lazzaretto indicated that City staff is working to modify Arcadia's camping ordinance to reflect recent court rulings and updated guidance from state and federal agencies, to present to the City Council for review and consideration at a future date.

Mayor Kwan requested City Council support to place an item on the next agenda to consider conducting an independent financial audit.

City Manager Lazzaretto clarified that the City contracts with an independent firm to conduct its annual financial audit at the end of each fiscal year, as required by law; and he offered to provide copies of those audits and any related financial reports to Mayor Kwan.

Mayor Kwan provided a report on the various events that she attended or will be attending as a representative of the City.

Council Member Fu shared a story of an Arcadia resident confronting a burglar and requested that Chief Nakamura provide more information on the incident.

Chief Nakamura reported that this incident is believed to be a random occurrence and not a targeted case; he reminded the community to follow the "if you see something, say something" approach; he offered safety tips for situations of this nature; and reiterated that Arcadia remains safe and the Police Department continues its efforts to combat burglaries.

Council Member Fu shared details of a recent LA28 Olympics meeting he attended; he addressed comments made by Mayor Kwan at the May 6 and May 20 City Council meetings; and he made a public records request for the original electronic version of the Mayor's response to his Council Comments at the May 20 meeting, as read from her cell phone.

Council Member Fu provided audio clips of Mayor Kwan from prior City Council Meetings, as well as email communication from Mayor Kwan for display during the meeting.

Mayor Kwan addressed Council Member Fu's comments and requested Council Member Cao proceed with his report.

Council Member Fu moved to have Mayor Kwan recognize him to complete his statements, supported by Council Members Cao and Cheng.

A motion was made by Council Member Fu to hold a special Meeting on August 26, 2025, to consider the censure of Mayor Kwan. The motion was supported by Council Members Cao and Cheng.

City Attorney Maurer clarified that the motion to consider the censure of Mayor Kwan on a future meeting agenda carried, and that he would verify if requirements for calling a Special Meeting had been met. City Attorney Maurer later confirmed that the City's Charter requirements for calling a Special Meeting had been met with the three affirmative votes from Council Members Cao, Cheng, and Fu.

Council Member Cao announced that August 7 is Purple Heart Day and explained the significance of the military award; and he addressed comments made by Mayor Kwan's daughter regarding military service at a previous meeting.

Mayor Kwan responded to Council Member Cao's comments and emphasized the importance of differing opinions among Council Members and maintaining transparency.

Council Member Cao clarified for the record that Mayor Kwan's daughter is an adult and that Mayor Kwan did not offer an apology.

Council Member Cheng expressed his concerns in learning that some Council Members have declined to meet with staff regarding City business; he noted his frustration over the recent dialogue at City Council meetings; he commended City staff for their dedication and service to the community; he shared a story about a local family's dream of coming to America; and he affirmed that the City Council will continue to serve the community with the support and guidance of City staff.

Mayor Pro Tem Wang provided a report on the various events that she attended or will be attending as a representative of the City; she thanked City staff for their dedication to the community; she emphasized the City Council's duty to serve the community; and she thanked all veterans for their service.

Mayor Kwan stated for the record that the motion to censure her is an act of retaliation by Council Member Fu for the sexual harassment complaint she filed against him.

City Manager Lazzaretto confirmed with the City Council that the Special Meeting will be held on Tuesday, August 26 at 7:00 p.m. in the Council Chambers.

## **10. CONSENT CALENDAR**

- a. Regular Meeting Minutes of July 15, 2025.  
CEQA: Not a Project  
Recommended Action: Approve

- b. Resolution No. 7645 establishing subsequent arrest notifications and criminal background checks with the Department of Justice for State level of services.  
CEQA: Not a Project  
Recommended Action: Adopt
- c. Resolution No. 7646 determining the amount of revenue to be raised from property taxes for Fiscal Year 2025-26 to pay for the debt service on the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project).  
CEQA: Not a Project  
Recommended Action: Adopt
- d. Designation of Voting Delegates for the 2025 League of California Cities Annual Conference.  
CEQA: Not a Project  
Recommended Action: Designate Mayor Sharon Kwan as the Voting Delegate and Mayor Pro Tem Eileen Wang as the Alternate
- e. Professional Services Agreement with Phoenix Information Services Group for False Alarm Program Management Services for Fiscal Years 2025-26 through 2027-28, with the option of three one-year renewals.  
CEQA: Not a Project  
Recommended Action: Approve
- f. Professional Services Agreement and Purchase Order with Galls, LLC, for the purchase of Police Department uniforms in an amount not to exceed \$81,000 per year, for the period of July 1, 2025, through March 25, 2028, with the option of three one-year renewals.  
CEQA: Not a Project  
Recommended Action: Approve
- g. Kizh Nation Monitoring Services Agreement for the Goldring Well and PFAS Treatment Plant Project, and authorize payment to the Kizh Nation for monitoring in an amount not to exceed \$51,700.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Renewal of the Agreement with Tyler Technologies for the EnerGov Program for asset management, permit tracking, and community development software for three years, in the amount of \$240,771.52 for years 2025-26, including a 5% annual escalator.  
CEQA: Not a Project  
Recommended Action: Approve

- i. Contract with California Professional Engineering, Inc. for the Downtown Lighting Improvement Project in the amount of \$247,000, including a 10% contingency, utilizing American Rescue Plan Act ("ARPA") Funds.  
CEQA: Exempt  
Recommended Action: Approve
- j. Extension to the Contract with General Pump Company, Inc. to provide unscheduled maintenance and emergency repair of City wells and pumps in an amount not to exceed \$130,410.  
CEQA: Exempt  
Recommended Action: Approve
- k. Reject low bid from All Cities Engineering, Inc., and award a contract to Ramona, Inc. for the Sewer Main Replacement Program in the amount of \$865,000, with a 10% contingency.  
CEQA: Exempt  
Recommended Action: Approve
- l. Purchase Orders with Walters Wholesale Electric and Swarco, Inc. for the purchase of new traffic signal poles and 13 new traffic signal cabinets for the Las Tunas Drive – Live Oak Avenue Traffic Signals Synchronization Program ("TSSP") and Miscellaneous Traffic Signal Improvement Projects, in the amount of \$486,227.27.  
CEQA: Exempt  
Recommended Action: Approve
- m. Purchase Order with Resilient Communications, Inc. for the purchase of core network switching equipment from Cisco Systems in the amount of \$67,000.  
CEQA: Not a Project  
Recommended Action: Approve
- n. Change Order to the Purchase Order with HydroPro Solutions for the purchase of data log radio read water meter dials in the amount of \$82,204.50.  
CEQA: Exempt  
Recommended Action: Approve

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

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

## 12. ADJOURNMENT

The City Council adjourned at 9:40 p.m. to Tuesday, September 2, 2025, at 6:00 p.m., in the City Council Conference Room.



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Linda Rodriguez  
City Clerk

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
TUESDAY, AUGUST 26, 2025**

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**CALL TO ORDER** – Mayor Kwan called the Special Meeting to order at 7:04 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**CITY ATTORNEY REPORT**

City Attorney Maurer provided a brief overview on the proceedings for the Special Meeting, including the process for public comment and mandarin interpretation services. He presented the Staff Report and outlined the legal basis for a censure and the potential action of removal from the Office of Mayor.

**PUBLIC COMMENT**

Due to the number of speaker cards submitted for the meeting, a motion was made by Council Member Fu, seconded by Mayor Pro Tem Wang, and placed on a roll call vote to limit Public Comment to two minutes per speaker.

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

April Verlato, Arcadia resident and former Mayor, appeared and expressed her frustration over the increase in employee compensation costs associated with the adopted budget last year, and with the perceived impacts to Mayor Kwan for opposing the labor agreements.

The following speakers appeared and expressed their opposition to the proposed censure of Mayor Sharon Kwan:

Stuart Miller	Susan Woo
Murli Tolaney	Domenico Tallerico
Shahnawaz Ahmag	Kathy Symons
Benny Yee	Jon C. Phillips
Mike Veerman	Kai Wetterau
Juan Jaimes	Sharon Wetterau
Irene	Sanjay Kucheria
Marilynne Wilander	Ashish Guha

Nader Samaan	Lee Kuo
Johnny Tseng	Olivia Tan
John Xiu	Angela
Michael Danielson	Lynn McKenzie Tallerico

The following speakers appeared and expressed their support for the proposed censure of Mayor Sharon Kwan:

Chris Arzate	Becky Ung
Megan Wong	Charles Funaro
Natalie Fu	Ricky Lau
Lucy Zhang	Desiree Molina
Steven Dai	Harry Ryah Wong
Edmund Liu	Stuart Chan

The following speakers appeared and encouraged the City Council to refocus its efforts on conducting City business:

Grace Lee	Diego Rubalcava-Alvarez
Steve Rhee	Mr. Yu Wu
Marci Schultz	Arthur Fong
Stephanie Aikin	Christine Teeple
Mark Feng	

City Attorney Maurer noted for the record that a total of 25 public comments were received by email, 18 in support of the censure, four in opposition, and three encouraged the City Council to refocus its efforts and move forward constructively.

City Attorney Maurer closed Public Comment.

- a. Resolution Nos. 7649 and 7650 to consider a proposed censure of Mayor Sharon Kwan.

CEQA: Not a Project

Recommended Action: No Staff Recommendation

City Attorney Maurer thanked the audience for their public comment and turned the proceedings over to Council Member Fu to make his presentation.

Council Member Fu provided a presentation outlining his basis for the proposed censure.

The City Council recessed at 10:51 p.m. and reconvened at 11:02 p.m.

Mayor Kwan provided a statement in opposition to the proposed censure.

A discussion ensued and members of the City Council presented their positions on the proposed censure.

Mayor Kwan left the meeting at 12:45 a.m. and returned at 12:48 a.m.

After discussion, a motion was made by Council Member Fu, seconded by Mayor Pro Tem Wang, to censure Mayor Kwan and relieve her from the duties to conduct public meetings on behalf of the City; relieve Mayor Kwan from undertaking public speaking engagements as the Mayor; and relieving Mayor Kwan of her committee assignments for the balance of her term as Mayor.

Through subsequent questions from City Attorney Maurer and City Manager Lazzaretto, Council Member Fu clarified that the motion does not seek to remove Mayor Kwan from the Mayoral Office or from City records as Arcadia's Mayor, nor does it seek to limit Mayor Kwan's First Amendment rights.

After further discussion, Council Member Fu stipulated to a friendly amendment to allow Mayor Kwan to serve on outside agency boards and committees as the City's representative, where such boards legally mandate that the City's representative be the Mayor, and that the Mayor Pro Tem be responsible for maintaining order and decorum during City Council meetings for the remainder of Mayor Kwan's term.

After further discussion, Council Member Fu made a motion to amend his original list of accusations, as initially proposed in the Staff Report, to delete certain words and remove certain items, as suggested by the City Council during the deliberations.


The City Council recessed at 1:01a.m. and reconvened at 1:25 a.m.

After further discussion, Council Member Cao proposed a friendly amendment in addition to Council Member Fu's motion, requesting the formation of a City Council Subcommittee, consisting of Mayor Pro Tem Wang and Council Member Cheng, to work with the City Attorney on drafting Rules of Procedure and Decorum for consideration at the next meeting.

The City Council voted to approve the motion on a 4-1 vote, with Mayor KWAN dissenting, directing staff to bring back the following items for consideration at the next City Council meeting:

- Resolution No. 7649 to include the list of "Findings" for censure and the resulting "Consequences" with the discussed changes and ensuring legal compliance.
- Form a City Council Subcommittee, consisting of Mayor Pro Tem Wang and Council Member Cheng, to work with the City Attorney on drafting meeting procedures and rules of decorum for the City Council.

The Special Meeting ended at 1:36 a.m.



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Linda Rodriguez  
City Clerk

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
TUESDAY, SEPTEMBER 2, 2025**

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**CALL TO ORDER** – Mayor Pro Tem Wang called the Special Meeting to order at 5:01 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**PUBLIC COMMENT** – No one appeared.

City Attorney Maurer publicly announced the facts and circumstances on which the closed session was based pursuant to Government Code section 54956.9(e)(2). City Attorney Maurer recited a series of questions that Mayor Pro Tem Wang raised publicly at the Special Meeting of August 26, 2025, related to legal questions pertaining to the City Council's actions. The facts and circumstances are the City Council's proposed imposition of a formal censure against the Mayor. As stated on the agenda, a written threat of litigation was received, which was included within the agenda packet and available as a public record.

**CLOSED SESSION**


- a. Confer with legal counsel regarding anticipated litigation.

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

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

The Special Meeting ended at 6:40 p.m.

No reportable action was taken.

  
\_\_\_\_\_  
Linda Rodriguez  
City Clerk

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, SEPTEMBER 2, 2025**

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1. **CALL TO ORDER** – Mayor Kwan called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Jolene Cadenbach, Arcadia Congregational Church
3. **PLEDGE OF ALLEGIANCE** – Reverend Jolene Cadenbach, Arcadia Congregational Church
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

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

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in a Closed Session to discuss the one item listed on the posted agenda; he explained that, under Government Code Section 54656.9(e), the facts and circumstances giving rise to the Closed Session were announced prior to the meeting; he further indicated that, as listed on the agenda under subsection (3) of subdivision (e), written notice of a threat of litigation was provided and made available as a public record; he stated that no reportable action was taken; and noted that Mayor Kwan was not in attendance and would have had a conflict of interest had she attended the Special Meeting.

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

City Manager Lazzaretto recommended the City Council move City Manager Item 10.a earlier in the agenda order, to follow Item 8. Public Comment.

Mayor Kwan declined the request.

Council Member Cao asked a question regarding City Council meeting proceedings, which was answered by City Attorney Maurer.

A motion was made by Council Member Cao, seconded by Council Member Fu, to move City Manager Item 10.a earlier in the agenda order, following Public Comment.

In response, Mayor Kwan cited Arcadia Municipal Code Section 2126.3, which authorizes removal from a City Council meeting by the Chief of Police for disruptive conduct, and encouraged the City Council to follow the order of the posted agenda.

City Attorney Maurer clarified that the motion was procedural in nature and that, if approved by a majority vote, the City Council could rearrange the agenda. Mayor Kwan declined to recognize the motion and the second by Council Members Cao and Fu.

Council Member Fu called for the question. Mayor Kwan declined to recognize the question before the City Council.

City Attorney Maurer clarified that this is a procedural motion and through a majority vote of the City Council, the agenda can be reordered. Mayor Kwan stated that she would not recognize the motion on the floor.

City Manager Lazzaretto reiterated that there was a duly made motion and second on a procedural item, and that the next appropriate step would be to call the question. Mayor Kwan again indicated that she would not recognize the motion before the Council.

## **7. PRESENTATIONS**

- a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.

## **8. PUBLIC COMMENTS**

The following speakers appeared and expressed their opposition to the proposed censure of Mayor Kwan:

Sanjay Kucheria	John C. Phillips
Ky Cheng	Benny Yee
Shahnawaz Ahmag	Cory Briggs
Murli Tolaney	Nadar Samaan
Dominico Tallerico	Angela
Stephanie Aikin	Christine Yee

Dave Lillie, an Arcadia resident, appeared and explained that both he and his wife received parking citations; he noted his citation was dismissed while his wife's was not, and he inquired into the different outcomes.

In response to Mr. Lillie's inquiry, City Manager Lazzaretto requested that Mr. Lillie provide his contact information to City staff, so the matter could be reviewed.

Angela Hui, an Arcadia resident, appeared and expressed her concerns over the continued dialogue at City Council meetings; and she encourage the City Council to work together.

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

City Attorney Maurer responded to the question on the table regarding meeting order and procedure, per Section 2123.2 of the Arcadia Municipal Code. City Manager Lazzaretto reiterated the City Attorney's reading of the Arcadia Municipal Code.

Further discussion ensued regarding the motion to move City Manager Item 10.a following Public Comment. Council Member Fu requested clarification on what constitutes a meeting disruption. City Attorney Maurer responded that a procedural motion from the City Council does not constitute a meeting disruption. The motion did not carry.

The City Council recessed at 8:06 p.m. and reconvened at 8:10 p.m.

Council Member Fu had no comments.

Council Member Cao had no comments.

Council Member Cheng cited Arcadia Municipal Code Section 2123.2; he stated that he believed the proceedings were in violation of the Municipal Code and declined to speak.

Mayor Pro Tem Wang thanked the speakers for their comments; she noted 50 emails received from residents in support of censuring Mayor Kwan; she read into the record two emails from former Arcadia Mayors, Tom Beck and Mickey Segal, and provided a statement in response to those emails.

Mayor Kwan provided a report on the various events that she attended or will be attending as a representative of the City.

**10. CITY MANAGER**

- a. Resolutions considering a Mayoral censure and adoption of Rules of Procedure and Decorum for the Arcadia City Council.

Resolution No. 7649 to formally censure Mayor Sharon Kwan.

CEQA: Not a Project

Recommended Action: No Staff Recommendation

Resolution No. 7652 to adopt a policy establishing Rules of Procedure and Decorum.

CEQA: Not a Project

Recommended Action: Adopt

City Manager Lazzaretto presented the Staff Report. A discussion ensued and City Attorney Maurer responded to comments and questions posed by the City Council.

A motion was made by Council Member Fu, seconded by Council Member Cheng, to restore order to the meeting and to direct that Mayor Kwan refrain from allowing her attorney to address the City Council without statutory or Arcadia Municipal Code authority. The motion was approved by a majority of the City Council.

It was moved by Council Member Fu, seconded by Council Member Cao, that Mayor Kwan recognize Mr. Briggs as out of order and disrupting the meeting, and that he be removed from the Council Chambers. The motion did not carry.

The City Council recessed at 8:52 p.m. and reconvened at 9:01 p.m.

After further discussion, it was moved by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to appeal Mayor Kwan's request to reopen Public Comment.

AYES: Fu, Cao, Cheng, and Wang  
NOES: None  
ABSTAIN: Kwan

After further discussion, a motion was made by Council Member Fu, seconded by Mayor Pro Tem Wang, and carried on a roll call vote to adopt:

Resolution No. 7649 to formally censure Mayor Sharon Kwan, with an amendment to add Section 8 to the Resolution; Section 8 of Resolution No. 7649 is to include a stay of the enforcement of the consequences prescribed in Section 4., items (i), (ii), (iii). The stay shall be in place until a Council Member makes a motion for the stay to be lifted, the matter is added to the agenda of the next City Council meeting, and is approved by a simple majority of the City Council. The stay may be lifted if Mayor Kwan's future conduct falls within the scope of the findings listed in Exhibit "A" of Resolution No. 7649, or is found to be inconsistent with the adopted rules of procedure and decorum specified in Resolution No. 7652; and

Resolution No. 7652 to adopt a policy establishing Rules of Procedure and Decorum.

AYES: Fu, Wang, Cao, and Cheng  
NOES: None  
ABSTAIN: Kwan

**11. ADJOURNMENT**

It was moved by Council Member Fu, seconded by Mayor Pro Tem Wang, and placed on a roll call vote to adjourn the meeting.

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

The City Council adjourned at 9:12 p.m. to Tuesday, September 16, 2025, at 6:00 p.m., in the City Council Conference Room.



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Linda Rodriguez  
City Clerk



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DEVELOPMENT SERVICES DEPARTMENT

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** RESOLUTION NO. 7647, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO FUND DEVELOPMENT OF ARCADIA'S ACTIVE TRANSPORTATION PLAN  
**CEQA: Not a Project**  
**Recommendation: Adopt**

**SUMMARY**

In January 2025, the Development Services Department ("DSD") submitted an application to the California Department of Transportation ("Caltrans") for a Sustainable Transportation Planning Grant. The goal of the application was to secure funding for the development of an Active Transportation Plan ("ATP") for the City. The ATP will formalize the City's efforts and investments in active transportation policies and programs, such as transit, walking, biking, and other non-motorized modes of travel. The total grant request was \$319,150, with a minimum required local match of 11.47% (\$41,349), bringing the total project cost to \$360,499. The application was successful, and in July 2025, the City was notified that it had been conditionally awarded the grant.

It is recommended that the City Council adopt Resolution No. 7647, authorizing the City Manager, or designee, to execute a grant agreement with the California Department of Transportation to fund the development of Arcadia's Active Transportation Plan.

## **BACKGROUND**

An ATP is a strategic planning document that guides a City's efforts to improve transit, walking, biking, and other non-motorized modes of travel. It assesses current conditions, identifies network gaps and barriers, and proposes infrastructure improvements, such as sidewalks, bike lanes, and crosswalks. It also outlines safety strategies, community priorities, design standards, and funding mechanisms to support implementation.

Having an ATP is essential for promoting safety, especially for vulnerable users like children, seniors, and people with disabilities, while also encouraging healthy lifestyles, reducing vehicle emissions, and supporting climate and sustainability goals. It enhances community livability and equity by improving access for all residents, regardless of income or vehicle ownership.

An adopted ATP also strengthens the City's competitiveness for regional, state, and federal grant funding opportunities. Agencies such as Caltrans and the Federal Highway Administration ("FHWA") prioritize jurisdictions with current, comprehensive plans. An ATP demonstrates that the City has a clear vision, prioritized projects, and is ready for implementation, which are key criteria in securing grant funding.

## **DISCUSSION**

Arcadia has made substantial investments in bicycle, pedestrian, and transit infrastructure. These efforts include developing a Citywide bicycle network, targeted sidewalk enhancements, and accessibility upgrades at bus stops, particularly those serving Arcadia Transit. To further reduce emissions and improve air quality, the majority of the Arcadia Transit fleet has been converted to compressed natural gas ("CNG"). Most recently, a comprehensive assessment of the transit system has been undertaken to identify opportunities for enhancing service efficiency, reliability, and the overall rider experience.

A formal ATP would consolidate these efforts into a unified framework, helping to document progress, identify future priorities, and guide implementation through consistent design standards and policy goals. It would also enhance

interdepartmental coordination and strengthen the City's position in competing for grant funding.

If Resolution No. 7647 is adopted, Caltrans will prepare an official grant agreement between its agency and the City for execution. Following this, a Request for Proposals ("RFP") will be released to procure a consultant to assist in the development of the ATP. The RFP and subsequent work must comply with specific Caltrans requirements, including an already approved scope of work and reporting expectations. A Professional Services Agreement ("PSA") will be brought forward to the City Council for approval upon selecting a consultant.

### **ENVIRONMENTAL ANALYSIS**

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

CEQA review may be warranted at a later date, such as when individual projects are brought forward to implement the ATP.

### **FISCAL IMPACT**

If approved, the City will receive \$319,150 in Caltrans Sustainable Transportation Planning Grant funding,, and will contribute a required minimum local match of 11.47% (\$41,349), using Proposition A funds, bringing the total project cost to \$360,499. This project does not require any General Fund dollars.

### **RECOMMENDATION**

It is recommended that the City Council determine that the proposed action is not a project under CEQA; and adopt Resolution No. 7647, authorizing the City Manager, or designee, to execute a grant agreement with the California Department of Transportation to fund the development of Arcadia's Active Transportation Plan.

Reso No. 7647 - ATP Grant  
September 16, 2025  
Page 4 of 4

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Resolution No. 7647

RESOLUTION NO. 7647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO FUND DEVELOPMENT OF THE CITY'S ACTIVE TRANSPORTATION PLAN

WHEREAS, the City Council of the City of Arcadia is eligible to receive Federal and/or State funding for certain transportation planning-related plans, through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Sustainable Transportation Planning Grant Program; and

WHEREAS, the City of Arcadia wishes to delegate authorization to execute these agreements and any amendments thereto; and

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

SECTION 1. The City Council authorizes and directs the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

SECTION 2. The Resolution is effective upon its adoption by the City Council.

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

Passed, approved and adopted this 16th day of September, 2025.

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Mayor of the City of Arcadia

ATTEST:

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City Clerk

APPROVED AS TO FORM:



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Michael J. Maurer  
City Attorney



# CITY OF ARCADIA

## STAFF REPORT

### POLICE DEPARTMENT

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** RESOLUTION NO. 7655 AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$22,144 FROM THE ASSET SEIZURE FUND; AND APPROVING A PURCHASE ORDER WITH NAPPI FABRICATION DESIGNS FOR CUSTOMIZED TRAILER CABINETS IN AN AMOUNT NOT TO EXCEED \$37,072

**CEQA: Not a Project**

**Recommendation: Adopt and Approve**

#### **SUMMARY**

In 2024, the Arcadia Police Department purchased a customized enclosed mobile trailer. While the trailer's body was constructed, unforeseen circumstances prevented the initial contractor from building and installing the cabinets. To complete the project, a Request for Bids was published and one bid was received from Nappi Fabrication Designs, in the amount of \$37,072.

The total budget allocated for the project was \$80,500. The initial contractor received payment solely for the work they completed, which amounted to \$65,572. This leaves an available balance of \$14,928 to complete the project. However, this remaining budget falls short of the total bid, which is \$37,072. Thus, an additional \$22,144 is required to successfully complete the project. To finalize the project, the Department is seeking authorization of a supplemental budget appropriation of \$22,144 from the Asset Seizure Fund.

It is recommended that the City Council adopt Resolution No. 7655, authorizing a supplemental budget appropriation in the amount of \$22,144 from the Asset Seizure

Fund; and approve a purchase order with Nappi Fabrication Designs for customized trailer cabinets, in an amount not to exceed \$37,072

## **BACKGROUND**

The Fiscal Year 2023-24 Equipment Acquisition Budget provided for the replacement of a logistics trailer for the Arcadia Police Department's Special Weapons and Tactics ("SWAT") Team. The SWAT team was utilizing a logistics vehicle that was retired due to engine issues and other age-related malfunctions. In lieu of replacing the vehicle, the Department planned on purchasing a customized trailer to store individual and team equipment.

In August 2023, a Notice Inviting Bids was released to procure a new custom enclosed trailer for the SWAT Team. A bid was approved and awarded to New Trend Custom Trailer ("New Trend") at the April 2, 2024, City Council meeting (the initial bid awarded for this project was rescinded due to the vendor's increased cost, resulting in delays). New Trend successfully finished the body of the trailer; however, they were unable to complete the remainder of the project, which involved constructing and installing customized cabinets, due to the unexpected closure of the business. As a result, a Notice Inviting Bids was republished to identify a new vendor to complete the project.

## **DISCUSSION**

A Notice Inviting Bids to build and install trailer cabinets was published on the City's website, and one proposal was received on August 14, 2025, from Nappi Fabrication Designs for \$37,072. The project includes 20 customized cabinets with various dimensions (refer to attached bid for specifications). The project will be completed within two months after receiving a 50% deposit. Upon completion of the trailer, the total project cost will be \$102,607, which exceeds the original bidder's estimated cost of \$80,500 by \$22,107. The cost increase is attributed to the need for the new builder to modify their cabinets to fit in a pre-constructed trailer, along with rising material and labor costs over the past two years.

The original budget for the entire project was \$80,500. The initial contractor, New Trend, was compensated solely for the work they completed, which totaled \$65,572 for the fabrication of the trailer. As a result, there are \$14,928 in remaining funds, which will be allocated toward the cost of the trailer cabinets. The total cost to

complete the project amounts to \$37,072, thus, an additional \$22,144 is necessary to complete the project. To address this expense, a supplemental budget appropriation of \$22,144 is being requested from the Police Department Asset Seizure Fund.

Nappi Fabrication Designs has over 30 years of expertise in trailer manufacturing. Based in Anaheim, California, their extensive experience guarantees quality and reliability. The company's commitment to quality craftsmanship is well-documented, and their team is known for their attention to detail and ability to customize solutions to meet specific client needs. This collaboration is expected to exceed project expectations, delivering a final product that is both functional and aesthetically pleasing.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

The initial budget for the project was \$80,500. The original contractor was paid for the work they were able to complete, which totaled \$65,572. This leaves \$14,928 in available funds from the Equipment Replacement Budget to be allocated to the project's remaining cost of \$37,072. The remaining costs of \$22,144 will be sourced from the Asset Seizure Fund. These project costs are an allowable expenditure from this unique Police Department account.

### **RECOMMENDATION**

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); adopt Resolution No. 7655 authorizing a supplemental budget appropriation in the amount of \$22,144 from the Asset Seizure Fund; and approve a purchase order with Nappi Fabrication Designs for customized trailer cabinets in an amount not to exceed \$37,072.

PO for Trailer Cabinets

September 16, 2025

Page 4 of 4

Approved:



Dominic Lazzaretto

City Manager

Attachment No. 1: Resolution No. 7655 – Budget Appropriation – Trailer Cabinets

Attachment No. 2: Nappi Fabrication Designs Trailer Cabinet Bid

RESOLUTION NO. 7655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$22,144 FROM THE ASSET SEIZURE FUND; AND APPROVING A PURCHASE ORDER WITH NAPPI FABRICATION DESIGNS FOR CUSTOMIZED TRAILER CABINETS IN AN AMOUNT NOT TO EXCEED \$37,072

WHEREAS, the Arcadia Police Department (“Department”) purchased a customized enclosed mobile trailer in 2024. While the trailer’s body was constructed, unforeseen circumstances prevented the initial contractor from building and installing the cabinets. To complete the project, a Request for Bids was published, and one bid was received from Nappi Fabrication Designs, in the amount of \$37,072; and

WHEREAS, the total budget allocated for the project was \$80,500. The initial contractor received payment solely for the work they completed, which amounted to \$65,572, leaving a remaining balance of \$14,928 to complete the project. However, the remaining budget falls short of the total bid of \$37,072. Thus, an additional \$22,144 is required to successfully complete the project; and

WHEREAS, the amount needed to complete the project was not planned for in the Police Department’s Fiscal Year 2025-26 Operating Budget; and

WHEREAS, a budget appropriation from the Asset Seizure Fund is needed to complete the project in an amount not to exceed \$22,144; and

WHEREAS, the approval of the purchase order with Nappi Fabrication Designs will allow for the purchase of the customized trailer cabinets; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Asset Seizure Fund.

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

SECTION 1. The sum of twenty two thousand, one hundred forty four dollars and zero cents (\$22,144) is hereby appropriated from the Asset Seizure Fund.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved, and adopted this 16th day of September, 2025.

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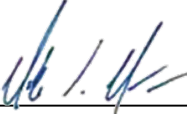
Mayor of the City of Arcadia

ATTEST:

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City Clerk

APPROVED AS TO FORM:



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Michael J. Maurer  
City Attorney

**NAPPI FABRICATION DESIGNS**

1291 N. Patt Street  
 Anaheim, CA 92801  
 UltraHaulers@Gmail.Com  
 www.UltraHaulers.om

**ADDRESS**

kcieadlo@arcadiaca.gov  
 Arcadia P. D.  
 240 W. Huntington Dr.  
 Arcadia, CA 91007  
 United States

Estimate 4886

DATE 06/26/2025

**PO#**

2025-PD SWAT Trailer Cabinets

ACTIVITY	QTY	RATE	AMOUNT
<b>Parts</b> qty: 43 Cabinet doors with "Amerock" wrap cabinet hinges and marine type latches with locks	1	33,199.00	33,199.00T
<b>Parts</b> Approx. 57 linear feet of cabinets, with an overall height of 88 inches, 24 inches deep, and a total of 20 cabinets with varying dimensions. The cabinet construction will be of 3/4 inch Melamine,	1	0.00	0.00T
<b>Parts</b> 38 Plywood Drawers of varying dimensions with "accuride" full extension slides	1	0.00	0.00T

The above mentioned line items for the Cabinet Build will all be built in accordance with the attached plans by Drew's Drafting Studio labeled "Armory Trailer"

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> Delivery Time will be 2 months from the date of deposit monies and delivery of Arcadia PD's Trailer to Ultra Haulers. The Trailer will be delivered to the City of Arcadia premises or to a specified jobsite listed on the purchase order but within Arcadias City Limits.	1	0.00	0.00
<b>Services</b> Warranty will be for a term of one year on all parts used by and any installation of parts by Ultra Haulers for a term of one year from delivery date	1	0.00	0.00
<b>Typical pay schedule</b> Standard pay schedule is 50% initial deposit is due when the trailer is delivered to Ultra Haulers, 25% of balance when half of the work is complete, date TBD , and balance due net 30 for a total of 3 installment payments	1	0.00	0.00T
<b>WIRING INSTRUCTIONS:</b>  Nappi Fabrication Designs BMO 4501 E. La Palma Ave. Anaheim Hills CA 92807 Acct 4844576917 Routing 071025661			
<b>Shipping and Handling</b> Shipping / Delivery Fee	1	350.00	350.00

SUBTOTAL	33,549.00
TAX	3,522.65
<b>TOTAL</b>	<b>\$37,071.65</b>

Note: Total edited to account for tax rate of 10.50%

Accepted By

Accepted Date

ACTIVITY	QTY	RATE	AMOUNT
<b>Parts</b> Qualifications And Exclusions: Cabinets to comply with W.I. Custom Grade. Exteriors/Interiors to be 3/4" Colored Melamine. Cabinet pulls to be Standard 4" Wire Pulls.  All work to be performed during Normal Business Hours.	1	0.00	0.00T
<b>Services</b> INSURANCE certificate WILL BE ISSUED IN ACCORDANCE with Arcadia Police Departments Requirements ONCE PUCHASE ORDER IS ISSUED. INSURANCE QUALIFICATIONS: General Liability Ea. Occurrence \$1,000,000, Auto Liability Ea. Accident \$1,000,000. Excess Liability Ea. Occurrence \$5,000,000, Workers Compensation Per Statute \$1,000,000. ENDORSEMENTS: CG20011219, CGD2460419, CGD4450219, CGD4680109, WC990410C. EXCLUSIONS: Overtime, Afterhours Work, Weekend and Holiday Work, Prevailing Wage Install, Union Install, PLA, Targeted Worker, Local Hire, STW AB3018, , Performance & Payment Bond, \$2M Auto Liability Insurance, Notice of Cancellation Endorsement, Billing Software Costs, WI Certificates / Labels & On-Site Climate Controls, FSC Wood, LEED, NAUF, Cal Green, Demo Work, Sink Installation, In-Wall Backing and Installation, Performance of any work that does not fall under the CSLB Classifications C-6 & C-54 - Any work not listed in scope of work above - not included.	1	0.00	0.00
<b>Services</b> OTHER TERMS: No products installed or purchased shall contain any Asbestos material	1	0.00	0.00



# CITY OF ARCADIA

## STAFF REPORT

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### OFFICE OF THE CITY CLERK

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** APPOINTMENT TO THE SENIOR CITIZENS COMMISSION (GOLDEN SENIOR CLUB)  
**CEQA: Not a Project**  
**Recommendation: Make Appointment to Fill Unexpired Term**

#### SUMMARY

At the June 18, 2024, meeting, the City Council made its annual appointments to fill openings for all City Boards and Commissions. During this meeting, the City Council appointed Cynthia Salazar to the Senior Citizens Commission to serve as the Golden Senior Club member, for a two-year term, which expires June 30, 2026. On July 28, 2025, the City Clerk's Office received a letter of resignation from Ms. Salazar (Attachment No. 1). It is recommended that the City Council appoint Doris Arbour to the Senior Citizens Commission (Golden Senior Club) to fill the vacancy, with a term expiring June 30, 2026.

#### DISCUSSION

The Senior Citizens Commission meets the first Thursday of each month and is comprised of three at-large members and four members from local senior organizations. The four senior organizations with membership on the Senior Citizens Commission include the Assistance League of Arcadia; the Golden Senior Club; the Senior Men's Club; and the Arcadia Travelers Club. All membership for the Senior Citizens Commission is for a two-year term.

Due to the resignation of Ms. Salazar, the Golden Senior Club has submitted a letter recommending the City Council appoint Doris Arbour to fill the vacancy (Attachment

## Senior Citizens Commission (Golden Senior Club) Appointment

September 16, 2025

Page 2 of 2

No. 2). A copy of Ms. Arbour's Citizen Service Resume has been included for review (Attachment No. 3). Per the City's adopted policies on boards and commissions, if appointed, at the end of this term, Ms. Arbour would still be eligible to serve two additional two-year terms.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

There is no fiscal impact resulting from the City Council appointing a new member to the Senior Citizens Commission.

### **RECOMMENDATION**

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and appoint Doris Arbour to the Senior Citizens Commission (Golden Senior Club) to fill the vacancy, with a term expiring June 30, 2026.

Attachment No. 1: Letter of Resignation – Cynthia Salazar

Attachment No. 2: Letter of Recommendation – Golden Senior Club

Attachment No. 3: Citizen Service Resume – Doris Arbour

RECEIVED

July 11, 2025

JUL 28 2025

Honorable Mayor and City Council Members,

CITY OF ARCADIA  
CITY CLERK

Nilo and I would like to bid farewell to all the officers and the City of Arcadia. We moved to Arcadia in 2013 and have had a wonderful experience living in this great community. We will be moving to the Palm Springs area at the end of the month with our son.

Nilo and I both have had the honor and the privilege to serve as the Senior Committee Officer for the past 5 years, Nilo for 4 years and I for 1 year. We are both deeply grateful for the opportunity to have worked alongside such dedicated individuals for the betterment of the City of Arcadia and its residents.

Thank you again for the opportunity to serve. We wish you all the best in your future endeavors.

Best regards,

A large black rectangular redaction box covering the signature area of the letter.

Nilo and Cyndi Salazar

8/8/2025

Mayor and City Council

I Recommend DORIS ARBOUR  
as New Commissioner For  
Golden Senior Club.

[REDACTED]

President

( [REDACTED] )

[REDACTED]

# Citizen Service Resume



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

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

\*\*\*\*\*  
NAME DORIS ARBOUR DATE OF BIRTH [REDACTED]  
FIRST LAST

RESIDENTIAL ADDRESS [REDACTED] ARCADIA CA 91006  
(Note: Cannot be a mailing address or PO Box)

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

PHONE NUMBER [REDACTED] EMAIL ADDRESS [REDACTED]

OCCUPATION Retired

EMPLOYER \_\_\_\_\_ ARE YOU AN ARCADIA REGISTERED VOTER?  YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT? 50 Years ARE YOU A LEADERSHIP ACADEMY GRADUATE?  YES  NO

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

EDUCATION (Include professional or vocational licenses or certificates)

8<sup>th</sup> grade and went to work as secretary & payroll

COMMUNITY INVOLVEMENT (List organization memberships and committee assignments)

Treasurer for Holy Angels & Senior Golden Club Arcadia

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

Worked as secretary for many years

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

I would like to find out what's going on in Arcadia

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

YES  NO

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

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

YES  NO

\*\*\*\*\*

**\*ARCADIA BEAUTIFUL APPLICANTS ONLY**

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

YES  NO

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

YES  NO

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

YES  NO

\*\*\*\*\*

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

[Redacted Signature]

SIGNATURE

8/6/25

DATE

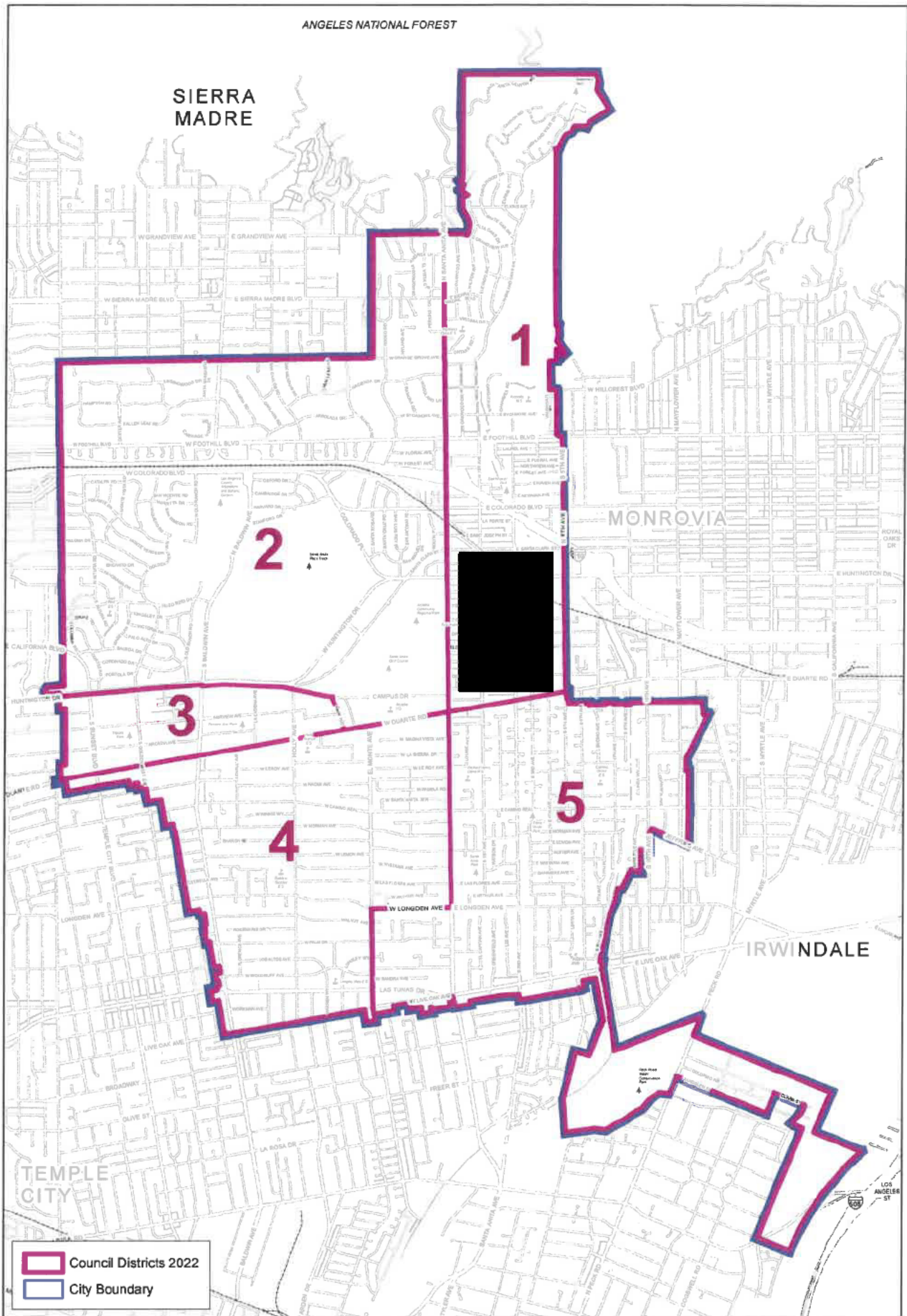
NOTE: The City of Arcadia reserves the right to use the information provided on this application to verify your residential address and voter registration status. The information provided on this application is for internal use only and confidential information will not be released to the public.

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

OR

Email us at [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)

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



**Council District**  
**City of Arcadia, California**



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH LINKTURE CORP. FOR DESIGN OF THE MOTOR CONTROL CENTER AT PECK WELL IN AN AMOUNT NOT TO EXCEED \$50,000

**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Public Works Services Department (“PWSD”) is responsible for the daily operation of City wells and the water distribution system. City wells are regularly inspected to ensure wells are functioning properly and identify any issues that require repair. Regular inspections and maintenance of Peck Well revealed that the existing motor control center, installed in 1992, has reached the end of its useful life and needs to be replaced. To ensure the City is receiving the highest quality of service and most competitive pricing for the design of the Peck Well motor control center, the PWSD solicited a Request for Proposals (“RFP”).

Based on the evaluated proposals, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Linkture Corp. for the design of the motor control center at Peck Well, in an amount not to exceed \$50,000.

**BACKGROUND**

The City of Arcadia’s water system delivers an average of approximately 14,000 acre-feet of portable drinking water annually to an estimated 14,400 water service

connections. The system's water supply is obtained from 10 active potable water wells. The water system utilizes 29 booster pumps that pump water through the distribution system, and 15 reservoirs that hold approximately 45 million gallons of water. The Public Works Services Department is responsible for the daily operation and maintenance of the City's wells. Arcadia's wells are inspected regularly to ensure they are functioning properly and to identify any issues that require repair. Regular inspections and maintenance of Peck Well have revealed that the existing motor control center, installed in 1992, has reached the end of its useful life and needs to be replaced. If the motor control center fails, replacement parts will not be available as they have become obsolete. The proper functioning of Peck Well is crucial to the City's water system, as it supplies over 40% of the groundwater to Zone 4, in the southern portion of the City. Replacement of the existing motor control center is necessary to ensure that the pump motor is properly monitored and protected from damage, while operating at its maximum capacity and efficiency.

## **DISCUSSION**

A Notice Inviting Proposals was published in accordance with City Council Resolution No. 7483, and proposal packages were provided to consultants who provide these services. On July 8, 2025, the City Clerk received three sealed proposals. Each proposal was evaluated and ranked based on experience, qualifications, quality of service approach, and cost. The results of the evaluation, including each company's ranking and associated cost, are listed below:

<b>Rank</b>	<b>Company Name</b>	<b>Score</b>	<b>Cost</b>
1	Linkture Corp.	97%	\$ 50,000.00
2	SPEC Services, Inc.	95%	\$ 96,418.70
3	Lee+Ro	85%	\$ 226,789.00

Proposal documents were reviewed for content and the consultant's background and recent projects were also investigated. After careful review and consideration, it was determined that Linkture Corp. is the most qualified consultant to perform the work. Linkture Corp. has completed the 90% design for the Goldring Well Project for the City, and has also completed similar projects for the Cities of San Clemente, Los Angeles, Lynwood, Norwalk, Gardena, and Rialto.

**ENVIRONMENTAL ANALYSIS**

The proposed action of designing a motor control center does not constitute a project under the California Environmental Quality Act (“CEQA”), as it can be seen with certainty that it will have no impact on the environment. In addition, the work relates to repair and maintenance of existing facilities.

**FISCAL IMPACT**

Funds in the amount of \$950,000 have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program (“CIP”) for the Peck Well Inspection and Rehabilitation Project. Design for the replacement of the motor control center is part of the Peck Well Inspection and Rehabilitation Project. The total cost for the design of the motor control center is \$50,000, which is within the project budget and provides sufficient funds to complete the remaining upgrades to Peck Well, once design is complete.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Linkture Corp. for the design of the motor control center at Peck Well, in an amount not to exceed \$50,000.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT  
DESIGN OF THE MOTOR CONTROL CENTER AT PECK WELL**

This Agreement is made and entered into as of \_\_\_\_\_, 2025 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 **Linkture Corp.**, a California Corporation, with its principal place of business at **41250 Placer Lafite, Temecula, CA 92591** (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: **Design of the Motor Control Center at Peck Well** (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 **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **one (1) year from the date of execution**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposal**, 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 **Jade English, Vice-President**, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91066  
Attn: Tiffany Lee  
Senior Civil Engineer

CONSULTANT:

Linkture Corporation  
41250 Placer Lafite  
Temecula, CA 95291  
Attn: Jade English, Vice-President

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND LINKTURE CORPORATION**

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

CITY OF ARCADIA

LINKTURE CORPORATION

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

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

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

ATTEST:

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

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

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

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

APPROVED AS TO FORM:

CONCUR:

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

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

## EXHIBIT A

### Scope of Services

The Scope of Services for the Design of the Motor Control Center at Peck Well shall include, but are not limited to the following:

#### **TASK I – Project Administration and Multi-Agency Coordination**

1. *Kick-Off Meeting*

Upon execution of the Professional Services Agreement, the Consultant shall conduct a kickoff meeting with the City's staff to review the Scope of Service, develop an overall Project Schedule and confirm the deliverables.

2. *Multi-Agency Coordination*

It is important to coordinate all work with involved agencies to obtain their input and include them in all critical decision making. The Consultant will be required to coordinate their activities with third party agencies including, but not limited to, the City and utility companies. Design for replacing the transformer will be performed by SCE, the Consultant shall coordinate with SCE to meet their standard requirements.

#### **TASK 2 – PRELIMINARY INVESTIGATION AND RECORD RESEARCH**

1. Collect and review available background information regarding existing on-site infrastructure/system and information.
2. Perform field visits of existing facility.
3. The City would like to minimize operation downtime during transition, the Consultant will be asked with providing recommendations for location of new switchgear with consideration for the distance from the well and utility service.

#### **TASK 3 – Motor Control Center Design**

This task includes design work required for the motor control center. Consultant shall prepare Design Drawings of disciplines for the switchgear, motor control center replacement including all civil, electrical, structural and any other design required, Contract Documents, including Technical Specifications and Bid Schedule, as well as an Engineer's Estimate.

The drawings and specifications shall include, but not limited to the following:

- Motor control center design and specifications
- Load analysis and electrical calculations
- Electrical single-line diagrams and schematics
- Electrical Panel Load Schedule
- Electrical Panel Cut Sheet
- Protection and coordination study
- Conduit and cable routing design
- Rewiring for the existing RTU
- Construction drawings and specifications
- Technical specification for equipment

- Code compliance verification
- Concrete pad design for the motor control center

The City will require the following submittals leading to final approval of the design documents by the City:

1. 60% Design Review: Submit two (2) sets of partially complete drawings and specifications and cost estimates along with pdf format, a narrative of progress addressing design issues, problems and design completion schedule. Meet with the City when submitted to discuss progress and project issues.

2. 90% Design Review: Submit two (2) sets of complete drawings along with pdf format reflecting 60% design review corrections for final approval from City. Final specifications and an estimate of construction costs shall be submitted for review. Meet with the City when submitted to expedite approval.

3. Final Approval Review: The Final Plan, Specification and Cost Estimate submittal shall include a complete set of improvement plans including all applicable disciplines, all detail sheets and shall be signed by a registered engineer in the State of California for each discipline. Provide original signed mylars to the City for bidding purposes.

4. Prepare the final Contract Documents using Microsoft Word for Windows. The documents will include the City's Standard Bid Documents, Special Provisions, Technical Specifications and all forms necessary to solicit bids from Contractors. The bidding proposal shall be detailed and itemized outlining the multiple facets of the construction proposed.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below:

The schedule of prices is attached as attachment "A" to this Exhibit "B".

Design of the Motor Control Center at Peck Well	-	\$50,000.00
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<b>Total Compensation</b>	-	<b>\$50,000.00</b>
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The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the agreement.

Attachment "A" to Exhibit B

ENGINEERING DESIGN SERVICES								
Man-Hours and Fee Estimate								
City of Arcadia - Peck Well Motor Control Center Design								
Description	Hourly Rate (\$/Hr)	PM	SE	SDD	PE/QA/QC	CL	Total	Fee Estimate
		243	213	157	251	92		
		Millioan						
<b>TASK 1 - PRELIMINARY DESIGN PHASE</b>								
1.1	Kickoff/Meetings and Coordination with the City	4.0					4.0	\$ 972.00
1.2	Data Collection and Site Visit		16.0				16.0	\$ 3,408.00
	<b>TOTAL TASK 1</b>	<b>4.0</b>	<b>16.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>20.0</b>	<b>\$ 4,380.00</b>
<b>TASK 2 - FINAL ENGINEERING PHASE</b>								
2.1	Project Management, Meeting, and Coordination	12.0					12.0	\$ 2,916.00
2.2	Prepare Single Line Diagram, Calculations, and Conduit Schedule		8.0	16.0	4.0		28.0	\$ 5,248.00
2.3	Equipment Selection, Layout, and Elevations		8.0	10.0	4.0		22.0	\$ 4,306.00
2.4	Prepare Electrical Specifications		12.0		2.0	2.0	16.0	\$ 3,256.00
2.5	Prepare Conduit and Routing Plan		6.0	12.0	4.0		22.0	\$ 4,194.00
2.6	Prepare Engineer's Cost Opinion		8.0				8.0	\$ 1,704.00
2.7	Coordination and Meetings with Power Utility Company		8.0	12.0		2.0	22.0	\$ 3,772.00
2.8	Protection, Coordination Study, and Arc-Flash Labels		6.0		12.0		18.0	\$ 4,374.00
2.9	Printing, Mileage, and other Reimbursable						250.0	\$ 250.00
	<b>TOTAL TASK 2</b>	<b>12.0</b>	<b>56.0</b>	<b>50.0</b>	<b>26.0</b>	<b>4.0</b>	<b>398.0</b>	<b>\$ 30,020.00</b>
<b>TASK 3 - BID PHASE</b>								
3.1	Pre-Bidding	4.0					4.0	\$ 972.00
3.2	Prepare construction bid documents including specifications and itemized bid schedule.		12.0		2.0		14.0	\$ 3,072.00
3.3	Respond to RFI/RFC (Five RFI/RFC's)		10.0		2.0		12.0	\$ 2,646.00
3.4	Printing, Mileage, and other Reimbursable						100.0	\$ 100.00
	<b>TOTAL TASK 3</b>	<b>4.0</b>	<b>22.0</b>	<b>0.0</b>	<b>4.0</b>	<b>0.0</b>	<b>130.0</b>	<b>\$ 6,790.00</b>
<b>TOTAL BASELINE WORK</b>		<b>20.0</b>	<b>94.0</b>	<b>50.0</b>	<b>30.0</b>	<b>4.0</b>	<b>548.0</b>	<b>\$ 41,190.00</b>
<b>TOTAL NOT TO EXCEED</b>								<b>\$ 50,000.00</b>
PM - Project Manager PE - Principal Engineer SE - Senior Engineer SDD - Senior Designer/Drafter QC/QA - Quality Control / Quality Assurance CL - Clerical								

Work Description:

The proposed electrical work involves the design and replacement of the existing 2400V Motor Control Center (MCC) at the Peck Well site with a new 480V, 3-phase MCC system. The scope includes coordination with the Utility for converting the existing 2400V SCE service to 480V.

Drawing Sheets:

- E-1 Electrical General Notes, Abbreviations, Symbols, and Legends
- E-2 Single Line Diagram and Load Calculation, feeder schedule
- E-3 Electrical Site Plan
- E-4 Main Switchgear and Motor Control Center Layout Plan and Elevation
- E-5 Miscellaneous Details

**LINKTURE HOURLY CHARGE RATE and EXPENSE REIMBURSEMENT  
SCHEDULE**

**PROFESSIONAL SERVICES**

<u>CLASSIFICATION /TITLE</u>	<u>HOURLY RATE</u>
Principal.....	\$ 258.00
Project Manager.....	\$ 243.00
Construction Manager.....	\$ 243.00
Quality Assurance/Quality Control.....	\$ 243.00
Inspector.....	\$ 229.00
Sr. Engineer.....	\$ 213.00
Engineer.....	\$ 194.00
Sr. Designer/Drafter.....	\$ 157.00
Designer/Drafter.....	\$ 157.00
Field Technician.....	\$ 130.00
Drafter.....	\$ 130.00

**ADMINISTRATIVE**

Administrative Clerk.....	\$ 92.00
Word Processor/Administration Support.....	\$106.00
Graphic Designer/Survey Research.....	\$190.00

Reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing, and any other services performed by subcontractors, will be billed at cost plus 15%.

**REIMBURSABLE IN-HOUSE COSTS**

Photo Copies (B&W 8.5"x11").....	\$ 0.28/Each
Photo Copies (B&W 11"x17").....	\$ 0.51/Each
Color Copies (up to 8.5"x11").....	\$ 2.03 /Each
Color Copies (to 11"x17").....	\$ 3.38 /Each
Large Format Copies.....	\$ 1.35/S.F.
Mileage.....	\$ 0.72/Mile
Compact Disks.....	\$16.50/Each

The above hourly rate shall apply for invoicing for progress payments and for any authorized extra work for work associated with the enclosed proposal.

## EXHIBIT C

### Activity Schedule

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

The term of this Agreement shall be for one (1) year from the date of execution. All tasks under Exhibit "A" shall be adhered to and executed accordingly.



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX WATER SOLUTIONS FOR THE WATER METER DIAL REPLACEMENT PROJECT IN THE AMOUNT OF \$224,400  
**CEQA: Exempt**  
**Recommendation: Approve**

**SUMMARY**

In 2019, the Public Works Services Department (“PWSD”) began replacing first-generation Automated Meter Reading (“AMR”) radio read water meters, with Advanced Metering Infrastructure (“AMI”) radio read water meters that are capable of being read via radio frequency. This was done by replacing the dial within the water meter unit. While many of the AMR meter dials were replaced, there are still approximately 5,000 to change out. To ensure the City is receiving the highest quality service and most competitive pricing for the installation of the water meter dials and calibration services, the PWSD solicited a formal Request for Proposals (“RFP”). Based on the proposals received, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Phoenix Water Solutions for the Water Meter Dial Replacement Project, in the amount of \$224,400.

**BACKGROUND**

The PWSD created the Annual Meter Replacement Program to exchange manually read water meters, with new meters that are capable of being read via radio frequency. This was done by replacing the water meter dial within the water meter unit. The City’s radio read water meters utilized AMR technology, which automatically

collected consumption, diagnostic, and status data from the water meter. The data could be collected from mobile devices by City staff, then uploaded to a central database for utility billing purposes. In 2019, the PWSD Utilities Section began replacing the dials of the first-generation AMR radio read water meters. Updating the meters with the new AMI technology provides real time data to consumers and allows the data to be read remotely through meter infrastructure and base station hubs.

AMI radio read water meters have the capability of capturing the precise measurements and readings of a customer's water usage, including leak detection and data logging functions. AMI meters also enable residents to monitor and receive alerts for possible leaks on their property, as well as assist with historical water usage information. Water meter register accuracy is important in calculating water demands, forecasting customer demands, and assisting in water conservation efforts. While most AMR meter dials were converted to the new AMI system, there are still approximately 5,000 AMR meter dials that need to be replaced.

## **DISCUSSION**

On July 7, 2025, a Notice Inviting Proposals for the Water Meter Dial Replacement Project was published in accordance with City Council Resolution No. 7483, and RFP packages were provided to companies who provide water meter dial replacement and calibration services. On August 7, 2025, the City Clerk received eight proposals. All proposals were evaluated based on the firm's thoroughness and understanding of the scope of work, relevant experience, references, and proposal quality. The results of the evaluation for each company's ranking and proposed cost are listed below:

<b>Company Name</b>	<b>Rank</b>	<b>Cost Proposal</b>
Phoenix Water Solutions	1	\$224,400.00
Concord Utility Services	2	\$396,814.75
Envocore	3	\$399,960.00
Professional Meters Inc. (PMI)	4	\$399,120.00
Utilities One, Inc.	5	\$264,000.00
DB Utility	6	\$319,000.00
Grace Environmental Services	7	\$306,978.00
Golden Meters Services Inc.	8	\$396,000.00

After careful review and consideration of the proposals received, it was determined that Phoenix Water Solutions is most qualified to perform the water meter replacement services. The firm has demonstrated a comprehensive understanding of the City's needs and possesses the necessary technical and project management expertise, to successfully complete the Water Meter Dial Replacement Project. Therefore, it is recommended that the City Council award the contract for the Water Meter Dial Replacement Project to Phoenix Water Solutions. A copy of the proposed Professional Services Agreement with Phoenix Water Solutions is attached.

### **ENVIRONMENTAL ANALYSIS**

This project involves the replacement and minor alteration of an existing utility system with no expansion of the system and, therefore, qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").

### **FISCAL IMPACT**

Sufficient funds have been budgeted in the Fiscal Year 2024-25 Capital Improvement Plan for this project. The total cost for the Water Meter Dial Replacement Project is \$224,400.

### **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 Professional Services Agreement with Phoenix Water Solutions for the Water Meter Dial Replacement Project, in the amount of \$224,400.

Approved:



Dominic Lazzaretto

City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT  
WATER METER DIAL REPLACEMENT PROJECT**

This Agreement is made and entered into as of \_\_\_\_\_, 2025 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 **Phoenix Water Solutions, an Arizona Corporation**, with its principal place of business at **1606 E. University Drive, Suite 109, Phoenix, AZ 85034** (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: **Water Meter Dial Replacement Project** (hereinafter referred to as "the Project").

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

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

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **TWO HUNDRED TWENTY-FOUR THOUSAND, FOUR HUNDRED DOLLARS AND NO CENTS (\$224,400.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term.

The term of this Agreement shall be from **six months (6) from the date of execution**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposal**, 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 **Bryce Crawford** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91066  
Attn: John Corona  
Utilities Manager

CONSULTANT:

Phoenix Water Solutions  
1606 E. University Drive, Suite 109  
Phoenix, AZ 85034  
Attn: Kyler Colin, CEO

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND PHOENIX WATER SOLUTIONS**

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

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

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

CONCUR:

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

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

## EXHIBIT A

### Scope of Services

The Scope of Services for the **Water Meter Dial Replacement Project** shall include, but are not limited to the following:

Contractor shall meet all local, state, and federal requirements. Experience with Master Meter and Harmony software. Experience with project management and data exchange programs. **Contractor shall complete the project within 120 days from the issuance of the Notice to Proceed by the Utilities Manager.**

### **SCOPE OF SERVICES**

#### **General**

**General** – This section refers to the removal and installation of small meter dials that are 2-inch in diameter and less. The Contractor shall perform all work in accordance with the City of Arcadia's Specifications, unless otherwise noted or specified herein. The Contractor shall remove and install meter dials as required for a complete operable system.

**Payment** – Contractor will be paid for each completed meter dial removal and replacement according to the unit price established in the bid schedule.

**Identification** – All representatives of the contractor working at meter locations shall wear a name badge and presentable clothing that clearly identifies the Contractor, company uniforms are required. All vehicles shall be marked to clearly identify the Contractor.

**Conduct** – Workers are to conduct themselves in a friendly and professional manner and use only appropriate language.

**Work Hours** –The Contractor shall be required to work between 7:30am and 4:00pm on weekdays.

#### **Safety**

**Illness and Injury Prevention Plan (IIP)** – Prior to commencing any work the Contractor is required to submit to the Utilities Manager their IIP and identify their lead safety contact.

**Safety Procedures** – Contractor is required to submit to the Utilities Manager their documented safety procedures.

**Traffic Safety** – Traffic safety is to be administered according to the Manual on Uniform Traffic Control Devices (MUTCD).

#### **Coordination**

**City Representative** – The Utilities Manager will identify and assign one contact who will coordinate the exchange of new meter dials, and new and completed meter slips with the Contractor. This contact will be the primary contact with the City for the Contractor.

**Contractor Representative** – The Contractor will identify and assign a contact who will coordinate and oversee the execution of the project. This contact will be the primary contact with the Contractor for the City.

**Pre-construction Meeting** – Prior to the commencement of any work the Contractor Representative and Utilities Manager will meet at the City to discuss the following:

1. Contractors plan for executing the project
2. Review the City's procedures and contract requirements
3. Confirm tract maps, addresses
4. Confirm homeowner notification process & timing
5. Confirm meter dial exchange timing as related to billing cycle (i.e. the last meter reading) if applicable
6. Confirm method & location of obtaining new meter dials & delivery or disposal of old meter dials.
7. Confirm meter technology, activation sequence & connection sizes, special tools, etc.
8. Confirm City field personnel contacts / supervision exchange contact information.
9. Confirm reporting method(s) whether it be daily, weekly, etc.
10. Confirm City / Utilities Manager to receive installation verification uploads (photos, spreadsheets). Confirm if sent to email addresses or drop-box.
11. Confirm all safety measures and potential job hazards among the entire project team.

**A. Daily Meetings** – The Contractor and City representatives will meet at the beginning of each workday at the Public Works Service Center. Parties will discuss progress, problems and resolutions, and exchange meter dials, and meter script billings for work completed. Parties will also review and discuss the Contractor's proposed billings for work completed. The Contractor shall inform the City of any changes to the availability of their personnel for the proceeding day(s) that will impact the agreed upon schedule.

**B. Closeout Meeting** – The Contractor and City representatives will meet to verify that all work and record keeping has been completed. Parties will also review and discuss the Contractor's proposed final billing for work completed.

### **Record Keeping**

**A. Meter Slips** - The City will furnish to the Contractor a meter slip for each meter dial that is to be installed. Each slip will list the customer's service address and existing meter number.

**B. Verification** - Upon arrival at the service location the Contractor will verify that the meter number on the meter slip matches the serial number of the meter dial. Should

the number fail to match the Contractor is to make a note on the meter slip (notes include, observed meter number, observed read, etc.), leave the existing meter in place and move on to the next location. The City will need to review this location and provide approval prior to the meter dial replacement taking place.

- C. Out Read** – Prior to removal of the existing meter dial, the Contractor will record the meter read on the meter script and take a photo of both the meter serial number as well as the read.

**New Meter** – After the new meter dial has been installed the Contractor will record the date, the new serial number, Electronic Identification Number (EID), and new meter read on the meter script and photograph the new serial number, EID and new meter read and supply any other required information shown on the script. Contractor to complete cells in Microsoft Excel file according to this section and email along with photos to Al Turcios at [aturcios@ArcadiaCA.gov](mailto:aturcios@ArcadiaCA.gov) and to John Corona at [jcorona@ArcadiaCA.gov](mailto:jcorona@ArcadiaCA.gov) no later than 9:00 a.m. on the following day. The Microsoft Excel file provided the following day shall contain all required data of meter and meter dial change outs completed the previous business day. The contractor will also need to upload all meter dial exchange information directly to the City Utility Billing program (Truepoint) and the Master Meter database program (Harmony).

### **Materials**

**New Meter Dials** – The City will furnish the replacement meter dials to the contractor. At the beginning of each working day the Contractor will be furnished with a sufficient number of meter dials that can be installed on that day.

**Removed Meter Dials** – The Contractor will return removed meter dials to the City at the beginning of each working day before new meter dials will be issued. The City will dispose of the meter dials which may need to be returned to the manufacturer. The Contractor's contract will be reduced by the salvage value of meter dials that are not returned.

### **Installation**

**Change out Meter Dial**– Contractor shall remove existing meter dial and install new meter dial.

**Cleanout Meter Box** – Prior to performing any meter dial replacement, the Contractor shall clean out the meter box should the need exist to access the meter dial. All debris shall be removed from the site by the Contractor. No chemicals are to be used in or around the water service line, within the meter box or excavation. Weeds shall be manually removed, and ants or other insects will be flushed away from the work area with clean water only.

**Restore Site Conditions** – Contractor shall make every effort to restore site to its original condition. This shall include cleanup and removal of all debris, and maintenance of landscaping (trees, lawn, 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.

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below:

The schedule of prices is attached as attachment "A" to this Exhibit "B".

<b>Design of the Water Meter Dial Replacement</b>	-	\$224,400.00
<b>Total Compensation</b>	-	\$224,400.00

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

**Attachment "A" to Exhibit B**

**WATER METER DIAL REPLACEMENT PROJECT  
RFP BID SCHEDULE**

ITEM NO.	DESCRIPTION UNIT PRICE <b>WRITTEN IN WORDS</b>	QUANTITY	UNIT PRICE	AMOUNT
City of Arcadia				
1.	<p><i>Remove existing meter dial and install new meter dial (5/8" meter dials) in City of Arcadia, per plans and specifications. Complete in place.</i></p> <p><i>@ Forty Dollars</i> <i>and Eighty Cents per Each.</i></p>	250	\$40.80	\$10,200
2.	<p><i>Remove existing meter dial and install new meter dial (3/4" meter dials) in City of Arcadia, per plans and specifications. Complete in place.</i></p> <p><i>@ Forty Dollars</i> <i>and Eighty Cents per Each.</i></p>	1900	\$ 40.80	\$77,520
3.	<p><i>Remove existing meter dial and install new meter dial (1" meter dials) in City of Arcadia, per plans and specifications. Complete in place.</i></p> <p><i>@ Forty Dollars</i> <i>and Eighty Cents per Each.</i></p>	1900	\$ 40.80	\$77,520

4.	<p><b>Remove existing meter dial and install new meter dial (1.5" meter dials) in City of Arcadia, per plans and specifications. Complete in place.</b>          @ <u>Forty</u> <b>Dollars</b>          and <u>Eight</u> <b>Cents per Each.</b></p>	1200	\$40.80	\$48,960
5.	<p><b>Remove existing meter dial and install new meter dial (2" meter dials) in City of Arcadia, per plans and specifications. Complete in place.</b>          @ <u>Forty</u> <b>Dollars</b>          and <u>Eighty</u> <b>Cents per Each.</b></p>	250	\$40.80	\$10,200
6.	<p><b>Water Meter Dial replacement total Cost (Items 1-5)</b></p>	\$ 224,400.00		
7.	<p><b>Grand Total in written form (Item 6 in written word)</b></p>	Two Hundred twenty-four Thousand \$ Four Hundred Dollars		

Additional Comments.....

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## EXHIBIT C

### Activity Schedule

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

The term of this Agreement shall be for **six (6) months from the date of execution**. All tasks under Exhibit "A" shall be adhered to and executed accordingly.

EXHIBIT D  
Federal Requirements



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE ORDER WITH VALLEY POWER SYSTEMS, INC. FOR THE PURCHASE OF ONE PORTABLE EMERGENCY GENERATOR FOR THE WHISPERING PINES BOOSTER STATION IN THE AMOUNT OF \$66,576.25  
**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the replacement of one portable emergency generator for the Whispering Pines Booster Station for the Public Works Services Department (“PWSD”). Using Sourcewell, a national cooperative purchasing program, the City is able to streamline the process of procuring a generator and receive the best price possible. It is recommended that the City Council approve a Purchase Order with Valley Power Systems, Inc. for the purchase of one portable emergency generator for the Whispering Pines Booster Station, in the amount of \$66,576.25.

**BACKGROUND**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the purchase of one portable emergency generator for the Whispering Pines Booster Station for the PWSD. The generator that will be replaced meets the age and hour criteria of the City’s Equipment Replacement Program. The generator scheduled for replacement is a 1986 Caterpillar 175-kW portable emergency generator. This generator has reached the end of its useful life and needs to be replaced. If the generator fails, obtaining replacement parts would be difficult. In addition, generators of this age

carry higher risks of mechanical or electrical failures, which would disrupt power to the booster station. The new portable emergency generator will serve as emergency power backup for the Whispering Pines Booster Station, which is a critical component of the City's water infrastructure.

## **DISCUSSION**

The purchase of an emergency generator is essential to ensure the uninterrupted operation of critical water infrastructure located within a designated High Fire Risk Zone. Due to the ongoing threat of wildfires, Southern California Edison may initiate Public Safety Power Shutoffs ("PSPS") during periods of elevated fire danger to mitigate wildfire risks. These proactive shutoffs, while necessary for public safety, can leave key facilities without power for extended periods.

The Whispering Pines Booster Station plays a vital role in maintaining water supply and system pressure for both domestic and fire protection purposes. A loss of electrical power would severely impact the City's ability to deliver safe and reliable water service, placing public health and safety at risk. In particular, the inability to operate pumps and control systems during a PSPS event would compromise the system's capacity to meet critical water demand, nor provide adequate fire suppression support during emergencies.

A properly sized emergency generator will provide reliable backup power, ensuring continuous operation of the facility, regardless of utility service interruptions. Additionally, the new generator will deliver greater fuel efficiency and reduced emissions. This investment is necessary to enhance system resilience, safeguard public safety, and comply with regulatory expectations for emergency preparedness and continuity of service.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements 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 an emergency generator at a lower cost than traditional competitive bidding. Sourcewell awarded a contract to Power Technique North America LLC for generators and other portable equipment. Valley Power Systems, Inc. is an authorized distributor of Technique North America LLC manufactured generators. A copy of the agreement between Sourcewell and

Technique North America LLC has been reviewed by the PWSD, and it has been determined to meet the City's procurement requirements. The City has previously contracted with Valley Power Systems, Inc. and has been satisfied with their services.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

The total cost for the portable emergency generator for the Whispering Pines Booster Station is \$66,576.25. The Fiscal Year 2025-26 Equipment Replacement Budget allocated \$195,000 for this purchase. Although a 175-kW generator was initially proposed based on the size of the existing unit, further evaluation by City staff determined that such capacity would exceed the station's needs. As a result, the generator size was reduced to more closely match the power requirements of the Whispering Pines Booster Station. The lower cost of the portable emergency generator reflects its reduced power requirements.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Valley Power Systems, Inc. for the purchase of one portable emergency generator for the Whispering Pines Booster Station in the amount of \$66,576.25.

Approved:

  
Dominic Lazzaretto  
City Manager

Purchase Order with Valley Power Systems, Inc.  
September 16, 2025  
Page 4 of 4

Attachment No. 1: Sourcewell Contract  
Attachment No. 2: Valley Power Systems, Inc. Quote

**Solicitation Number: 020923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Power Technique North America LLC, 1059 Paragon Way, Rock Hill, SC 29730-0121 (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 Portable Construction Equipment with Related Accessories and Attachments 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 April 20, 2027, 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 other 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 or its authorized dealers, distributors, or resellers, as applicable. 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, performance issues, 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 Contract 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 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.

### **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, 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. 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) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than 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 not less than listed below:

Minimum 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.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-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 not less than 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.

Minimum 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.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *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.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 Sourcewell, 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 Sourcewell 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. 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. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. 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 cannot 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 a 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.

**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

Power Technique North America LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Walter Vampnick*  
FF7CA02ABC694BA...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

By: \_\_\_\_\_  
Paul Scozzari  
Title: BDM Customer Success – Air OEM and Key Accounts

4/12/2023 | 7:32 PM CDT  
Date: \_\_\_\_\_

5/1/2023 | 11:45 PM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

5/2/2023 | 6:51 AM CDT  
Date: \_\_\_\_\_

# RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

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## Vendor Details

Company Name: Power Technique North America LLC  
Does your company conduct business under any other name? If yes, please state: Atlas Copco Power Technique  
Address: 1059 Paragon Way  
Rock Hill, SC 29730  
Contact: Paul Scozzari  
Email: paul.scozzari@atlascopco.com  
Phone: 315-439-7295  
Fax: 315-439-7295  
HST#:

## Submission Details

Created On: Thursday February 02, 2023 07:12:19  
Submitted On: Thursday February 09, 2023 11:16:09  
Submitted By: Paul Scozzari  
Email: paul.scozzari@atlascopco.com  
Transaction #: c54f94b5-26a1-48ce-953e-8457f13ef9cb  
Submitter's IP Address: 136.226.2.86

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## 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): (In the event of award, will execute the resulting contract as "Supplier")	POWER TECHNIQUE NORTH AMERICA LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Atlas Copco Chicago Pneumatics
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Atlas Copco
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: W5Y5TS3DDN68 CAGE/NCAGE: 7Z8T6
5	Proposer Physical Address:	1059 Paragon Way Rock Hill, SC 29730-0121 USA
6	Proposer website address (or addresses):	<a href="https://www.atlascopco.com/en-us/construction-equipment">https://www.atlascopco.com/en-us/construction-equipment</a>
7	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):	Paul Scozzari BDM Customer Success - Air OEM and Key Accounts  1059 Paragon Way Rock Hill, SC 29730  Mobile: 315-439-7295 E-mail: paul.scozzari@atlascopco.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Scozzari BDM Customer Success - Air OEM and Key Accounts  1059 Paragon Way Rock Hill, SC 29730  Mobile: 315-439-7295 E-mail: paul.scozzari@atlascopco.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	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.	Great ideas accelerate innovation. At Atlas Copco Power Technique we turn industrial ideas into leading edge technology in air, power and flow solutions. Our passionate people, expertise and service bring sustainable value to industries everywhere. Atlas Copco Power was founded in 1873 and will celebrate our 150th anniversary this year.
11	What are your company's expectations in the event of an award?	As we have experience from prior award, we will continue to promote Sourcwell to our dealer through our regional sales managers, by educating and assisting in development of product opportunities.
12	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.	* A for Standard & Poors Corp * A2 for Moody's Investors Service
13	What is your US market share for the solutions that you are proposing?	Approximately 40% across all products and brands.
14	What is your Canadian market share for the solutions that you are proposing?	Approximately 35% across all products and brands.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	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?	Power Technique North America, operating as Atlas Copco and Chicago Pnuematic brands is a manufacturer. We go to market through our authorized dealer/distributors, who are third party.
17	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.	Business Certs: Duns & Bradstreet  Quality Certs: ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	*Atlas Copco Founded in 1873 celebrates 150 years of Innovation in 2023. *HRIA best product award in 2021 for E-Air H250VSD	*
20	What percentage of your sales are to the governmental sector in the past three years	2%	*
21	What percentage of your sales are to the education sector in the past three years	1%	*
22	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?	Sourcewell @	*
23	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?	NA	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NA	NA	NA	*
NA	NA	NA	*
NA	NA	NA	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *	
NA	Government	Florida - FL	Military Sub Contractor	\$10-\$2,000,000	\$3,000,000	*
NA	Government	California - CA	Municipal - Water Authority	\$500,000	\$1,000,000	*
NA	Government	Texas - TX	Military Sub Contractor	\$10-\$395,000	\$408,160	*
NA	Education	Texas - TX	Municipal - Highway departments	\$10-\$40,000	\$250,000	*
NA	Non-Profit	New York - NY	Olympic Development/temp power.	\$10- \$75,000	\$145,000	*

**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 *	
26	Sales force.	PTNA currently has 34 regional sales managers across US and Canada, who work with our dealer network. Org chart attached.	*
27	Dealer network or other distribution methods.	PTNA works through our network of both National Rental, CAT Network and Independent dealers, who are located through-out the US and Canada.	*
28	Service force.	PTNA currently has 5 regional service centers across the US and Canada, with 32 service technicians. Service centers work on equipment needs that are above the scope of our traditional dealer networks capability or capacity. Org chart attached.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Opportunities are entered and tracked on our customer data base system (C4S) by a Sourcewell specific campaign. PTNA invoices our dealer network. Our dealer network quotes/invoices to Sourcewell members. Ordning process attached.	*
30	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.	Any service escalations not handled by our dealer network are routed through our toll-free customer service number (800)- 732-6762, which can address customer service issues, parts ordering and technical support.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Power Technique North America has a full structure of support throughout all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our products and services are offered both in the US and Canada equally. We have the same structure of Regional Sales Managers, Service support and dealer network in Canada, as we do in the US.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA	*
34	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?	NA	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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.	Please see uploaded marketing strategy.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digit marketing is promoted through the following; Showpad, GMB, Website optimization, LinkedIn, facebook, social media optimization and Digital Advertising.
38	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?	I see Sourcewells role to be assistance in promotion of the contract and cooperative purchasing in general, along with the passing of leads from inquiring Sourcewell members.
39	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.	No

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	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.	We offer an equipment familiarization with all products sold. Additionally technical maintenance training can be scheduled on request. Technical training has a cost for small groups but is included for no additional charge on groups of 10 or more participants.	*
41	Describe any technological advances that your proposed products or services offer.	All of our trailered equipment can come with our Fleetlink Telematics system. Our diesel Air compressors come with ECO Mode as standard for fuel economy savings.	*
42	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.	Atlas Copco has science based targets to reduce our emissions by 46% by 2030. Detailed slide attached.	*
43	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.	All of our diesel units are Tier 4 Final emissions certified and labeled as such. Our E-Air VSD electric line of compressors has twice the service interval as their standard diesel counterparts.	*
44	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.	NA	*
45	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?	We offer a wide range of range of OEM products (air, power and flow) through our multi-brand strategy.	*

**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 *	
46	Do your warranties cover all products, parts, and labor?	Yes, for a specified period of time. Warranty statement attached.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, see warranty statement attached.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
49	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?	There are no geographic restrictions. Our primary service network of repair is through our dealer network. Warranty repairs that are unable to be performed by our dealers would route through our regional service centers.	*
50	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?	Other OEM components are passed through to original OEM.	*
51	What are your proposed exchange and return programs and policies?	NA	*
52	Describe any service contract options for the items included in your proposal.	Service contracts are available as per machine or fleet requirements. Primary contact is dealer network and then PTNA Regional Service Cneter.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Sourcewell members are invoiced through our dealer network and therefore subject to their payment terms.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	See attached gov/educational finance/lease doc.	*
55	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.	Sourcewell members are invoiced through our dealer network and therefore subject to their payment terms.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	NO	*

**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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Pricing Model documents uploaded for US and Canada.
58	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.	35% discount from current list price on all factory new equipment and After Sales Protection Plan.
59	Describe any quantity or volume discounts or rebate programs that you offer.	NA
60	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.	35% discount from current list price on all factory new equipment standard options.
61	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.	Factory and destination Freight along with any pre-delivery inspections, are not included in pricing submittal.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Factory freight policy documents uploaded for US and Canada. Final destination delivery to Agency ship to is charged at local dealer rate if equipment is not picked up by Agency at dealer location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	US- Factory freight policy document includes provisions for Alaska and Hawaii.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Factory distribution is through our local dealer network. Sourcewell Agencies have the option to pick up equipment from the local dealer to reduce total freight costs.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer a 35% discount off of our list price to Sourcewell Members on all machines, factory options and extended warranties. This is better than what is offered to other GPOs, or cooperative procurement organizations. As we do not set end user pricing with our dealers for any other product sales. Additionally, it has been decided that Sourcewell is the only cooperative procurement organization we will partner with.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	All opportunities, quotes and orders are entered into our customer database system (C4S) and tracked through a Sourcwell specific campaign. Orders are then tracked by our credit and finance team through a PowerBi report. Our dealers are required to send us copies of their invoices to Sourcwell members to both confirm pricing. We also use these invoices to calculate sales totals for paying Sourcwell administration fee.
67	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.	We will track activity and sales through opportunity campaigns in our customer database system (C4S) and orders received/invoiced reports in PowerBi.
68	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.)	Sourcwell Admin fee is paid at 2% net of sale.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are an OEM offering full lines of Air, Power and Flow products.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Air- diesel and electric air compressors, along with pneumatic, hydraulic and gas-powered tools. Power- diesel and gas powered generators, electric light towers and energy storage units. Flow- surface (4"-12") and submersible (2"-6") pumps.

**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
71	Air Compressors	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full range of diesel and electric portable compressors from 110-1800 cfm and 100-500 psi.
72	Light Towers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We currently offer an electric light tower.
73	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full range of generators from 2kW- 1000kW. We also offer energy storage systems up to 250kW and 520 KWh
74	Pressure Washers	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
75	Welders	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
76	Aerial Equipment (scissor lifts/manlifts)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
77	Pumps (less than 30 HP)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full line of surface and submersible pumps.
78	Soil Compaction Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - PTNA Feb 1 2023 price lists.zip - Thursday February 09, 2023 11:09:26
  - [Financial Strength and Stability](#) - 20220321\_Atlas\_Copco\_publishes\_its\_annual\_report\_for\_2021.pdf - Thursday February 09, 2023 10:46:26
  - [Marketing Plan/Samples](#) - digital-dealer-guide-july-2021.pdf - Thursday February 09, 2023 11:13:19
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - PTNA LLC - base Warranty US.pdf - Thursday February 09, 2023 10:47:32
  - [Standard Transaction Document Samples](#) - Sourcwell process for C4C and quotes (1).pdf - Thursday February 09, 2023 11:12:10
  - [Upload Additional Document](#) - AC Overview.pptx - Thursday February 09, 2023 10:49:24

## 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. - Paul Scozzari, BDM OEM and Key Accounts, Power Technique North America LLC

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
<b>Addendum_2_Portable_Construction_Equipment_RFP_020923</b> Tue January 24 2023 09:14 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Portable_Construction_Equipment_RFP_020923</b> Wed December 28 2022 01:43 PM	<input checked="" type="checkbox"/>	1



**Valley**  
**Power Systems, Inc.**  
 1450 N Fitzgerald Ave Rialto, CA 92376

August 1, 2025

Quote No. 080125SCA

John Corona  
 Utilities Manager  
 City of Arcadia  
 Public Works Services Department  
 (626) 254-2711  
[jcorona@arcadiaca.gov](mailto:jcorona@arcadiaca.gov)

Reference: 2023 QAS 70 ID T4F RS(serial number UVC600624)

Valley Power Systems, Inc. is pleased to offer the following in stock QAS 70 ID T4F Generator Quote for your use. No written details, plans, specifications or drawings were provided for our review. We are offering the manufacturers standard equipment to meet your request.

**(1)QAS 70 ID T4F RS**

**Standard Configuration**

QAS 70 ID T4F RS Trailer EB List price **\$101,560.00**

Part number Sourcewell discount 35%

**Sourcewell price \$66,014.00**

<b>Options on unit</b>	<b>List</b>	<b>Sourcewell price</b>
Camlock panel		included
Battery cut off Switch		included
Battery Charger		included
Electric Brakes		included
EFT Valve		included

<i>Non-Sourcewell costs</i>	<i>Inbound freight</i>	<b>\$3,700.00</b>
	<i>CARB permit(transfer by others)</i>	<b>\$1,200.00</b>
	<i>Delivery</i>	<b>\$700.00</b>

**Factory Total excluding tax \$71,614.00**

**Valley Discount(for serial number UVC600624) - \$11,364.00**

**Total Excluding Tax(stock unit ) \$60,250.00**

**Tax on stock unit 10.5% \$6,326.25**

**Grand Total \$66,576.25**

*Atlas Copco Contract number- 020923-PWT*

# Valley

City of Arcadia Membership number-119122

**Price good until 08/15/25**

**1 in stock 7-10 days, new factory orders 12-16 weeks**

**\*\* Unit comes with 1 year Valley Warranty, starts on delivery date**

**Applicable Sales Tax is not included in the price above.**

**Notes, Exceptions or Options:**

1. It is customer's responsibility to verify quoted materials and services meet specifications, drawing requirements and codes. No written details and drawings have been provided. Exception taken to anything not included in this proposal.
2. We reserve the right to re-quote due to clerical errors.
3. Applicable taxes have not been included.
4. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
5. Any additional equipment required as a result of the Air Quality Management District (AQMD, APCD or CARB) permit application will be quoted separately. Air quality requirements are constantly changing and vary based on jobsite location. VPSI is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end users responsibility to obtain all permits related to the placement and operation of the equipment quoted herein.
6. Fuel is **NOT** included in our offer.

**Permits:** CARB, A.P.C.D, SCAQMD or other Air Quality District Permits fees and compliance are excluded. Due to the generator location the governing Air Quality District may require a health risk study. The cost for this study and any additional emission equipment required due to the study are excluded. It is the customer or end users responsibility to file and secure all permits and licenses pertaining to the Air Quality Management District or the local ruling agency for the installation and operation of this equipment. All permits must be secured prior to installation of the equipment. Delays of acceptance or cancellation of orders due to insufficient permitting may result in storage or other fees up to 100% of the contract price.

**Installation:** Valley Power Systems, Inc. is a supplier of equipment and does not include any Installation, Anchoring, Initial Fuel Fill, Fuel Testing or Major System Testing unless otherwise specified in the Bill of Materials.

**Shipment:** Unless otherwise specified, all risk of loss from the goods shall shift to the Buyer at such time as the goods are delivered to a carrier for shipment to Buyer.

**Escalation:** Prices are firm for 30 days, subject to acceptance of our quotation within 30 days. Price could escalate up to 6% for delays due to customer circumstances after 30 days from the date of this proposal based on a possible Factory Price Increase.

**Payment Terms & Price:** The terms are based on cash paid at time of shipment from the sellers' plant to the purchaser unless prior arrangements have been approved. Seller reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. Valley Power Systems Inc. is a supplier of equipment, not a subcontractor, and as such, does not allow or accept retentions. The price on this quote is based on acceptance of Valley's Terms and Conditions of Sale which are incorporated herein by reference. Any conflicting or additional terms may result in an increased price.

**Cancellation:** Circumstances may require cancellation of some or all of equipment ordered. In that event, cancellation charges will be levied based on our actual costs.

# Valley

**Conformity:** The information upon which this quote is based was per your verbal request, and may or may not conform to complete plans. Valley Power Systems Inc. scope of supply is strictly limited to the equipment as described in this quotation.

We follow all state and federal laws. Company policy requires that we file pre-lien notices. We also will file stop notices or the prerequisite notice on payment bonds if payment for items purchased are not paid according to their terms or before the expiration of time allowed by California Civil Code. This proposal is subject to the terms and conditions stated herein and on the attached page.

**Steve Connors**  
**Rental Manager**  
**Power Generation Group**  
**Valley Power Systems, Inc.**  
C: (951)520-7290  
E: [steve.connors@valleypsi.com](mailto:steve.connors@valleypsi.com)



## VALLEY POWER SYSTEMS, INC. AND SUBSIDIARIES

### TERMS AND CONDITIONS OF SALE

#### PROJECT: City of Arcadia

Acceptance of this Proposal by City of Arcadia (hereinafter referred to as "Buyer") shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this Proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Valley Power Systems, Inc. and/or any of its parents, affiliates, or subsidiaries (hereinafter referred to as "Valley") to commence work for the above referenced Project.

1.Payment terms are cash paid prior to shipment to Buyer unless prior arrangements have been made with Valley's credit department. Valley reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. No provision of this agreement shall serve to void Valley's entitlement to payment for properly performed work or suitably stored materials or to require Valley to continue performance if payments are not made. Valley shall have the right to file a lien or claim on its behalf in the event that any payment to Valley is not timely made. Valley is a supplier of equipment not a subcontractor, and as such, does not allow or accept retentions.

2.All sums not paid when due shall bear an interest rate of 1-1/2 percent per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.

3.No back-charges or claim of the Buyer for services shall be valid except by an agreement in writing by Valley before the work is executed, except in the case of Valley's failure to meet any requirement of the Proposal work. In such event, the Buyer shall notify Valley of such default, in writing, and allow Valley reasonable time to correct any deficiency before incurring any cost chargeable to Valley.

4.Buyer is to prepare all work areas so as to be acceptable for Valley's work under the Contract. Valley will not be called upon to start work until sufficient areas are ready to insure continued work. If Valley is performing work outside any Valley facility, the Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Valley.

5.Valley shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Contract. Valley shall not be responsible for delays or defaults where occasioned by any causes of any kind that extend beyond its control including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Valley shall be entitled to equitable adjustment in the Contract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not Valley's responsibility and to time extensions for unavoidable delays. Buyer shall make no demand for liquidated damages of any kind.

6.Valley's workmanship is guaranteed for a period of six months from the date of delivery to Buyer, unless otherwise expressly required by the California Air Resources Board. New or remanufactured parts, materials, or

# Valley

equipment are warranted only to the extent of the warranty furnished by the manufacturer of such parts, materials or equipment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that Valley shall replace or repair any part of its work that is found to be defective. Valley shall not be responsible for damage or defect caused by abuse, modifications not executed by Valley, improper or insufficient maintenance, improper operation or normal wear, tear and usage. Valley's sole obligation under this warranty is to correct any defects as provided herein. The liability of Valley arising out of such defects shall not in any case exceed the cost of correcting such defects in accordance with this warranty, or the Contract amount, whichever is less, and shall not include any transportation charges, owner's labor or materials (except as authorized in writing in advance), loss of profits or revenue, or any direct or indirect consequential damages of any kind. Warranty on parts and material is limited to the terms and conditions of the respective manufacturer's written warranty statement.

7. Work called for herein is to be performed during Valley's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

8. Buyer shall, if the Owner does not, purchase and maintain all insurance upon full value of the entire Contract and/or materials delivered to the jobsite, which shall include the interest of "Valley Power Systems Inc. and its Affiliates and Subsidiaries." At any time, Valley may request from Buyer a Certificate of Insurance verifying said insurance.

9. Valley shall indemnify and hold harmless Buyer, Owner, Architect or others from damages only to the extent such damages were caused by the sole negligence or willful omission of Valley or anyone for whose acts Valley is liable.

10. Buyer assumes all responsibility for ensuring goods or services purchased from Valley are suitable for and can be permitted for their intended use, unless otherwise expressly required by the California Air Resources Board or other regulatory agency. Buyer is responsible for securing all emissions or other permits required for operation.

11. By signing this agreement, the Buyer represents to Valley that the Buyer has complied with all applicable legal requirements regarding the competitive bidding of public works contracts, including but not limited to those contained in the California Public Contract Code.

12. Where there is a conflict between provisions of the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern.

\_\_\_\_\_  
Customer or End User / Title

\_\_\_\_\_  
Date Signed

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



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Carlos Aguilar, General Services Superintendent

**SUBJECT:** PURCHASE ORDER WITH DELILLO CHEVROLET FOR THE PURCHASE OF TWO 2025 CHEVROLET SILVERADO 2500HD PICKUP TRUCKS IN THE AMOUNT OF \$124,270.96

**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the purchase of two 3/4-ton pickup trucks for the Public Works Services Department (“PWSD”) that meet the criteria outlined in the City’s Vehicle Replacement Program. To ensure that the City is receiving the most competitive price, a formal bid process was conducted. DeLillo Chevrolet submitted the lowest responsive bid. It is recommended that the City Council approve a Purchase Order with DeLillo Chevrolet for the purchase of two 2025 Chevrolet Silverado 2500HD pickup trucks in the amount of \$124,270.96.

**BACKGROUND**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the purchase of two 3/4-ton pickup trucks for the PWSD. The vehicles that will be replaced meet the age and mileage criteria of the City’s Vehicle Replacement Program. The vehicles scheduled for replacement are a 2012 Ford F-250 with approximately 112,443 miles, and a 2008 Ford F-250 with approximately 113,380 miles. One of the new pickup trucks will be used in the Utilities Section, while the other will be used in the Streets Section for road surfacing work.

**DISCUSSION**

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to local vendors who provide this type of vehicle. On August 12, 2025, the City Clerk received seven bids with the following results:

<b>Bidder</b>	<b>Location</b>	<b>Bid Amount</b>
DeLillo Chevrolet	Huntington Beach, CA	\$124,270.96
Mountain View Chevrolet	Upland, CA	\$125,661.92
Paradise Chevrolet Cadillac	Temecula, CA	\$127,129.36
UAG Cerritos I, LLC	Cerritos, CA	\$129,205.35
Chevrolet of Puente Hills	City of Industry, CA	\$135,998.00
Victorville Chevrolet & Cadillac	Victorville, CA	\$136,775.91
Ferro Automotive Group, Inc.	Fairfield, CA	\$137,987.98

All bid documents were reviewed for content and the vendor’s background was investigated. Based on this review, it has been determined that DeLillo Chevrolet is the lowest responsive bidder that meets the City’s required vehicle specifications.

**ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

The total cost for the two 2025 Chevrolet Silverado 2500HD pickup trucks is \$124,270.96. The Fiscal Year 2025-26 Equipment Replacement Budget included \$207,000 for the purchase of these vehicles.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and

Purchase Order with DeLillo Chevrolet  
September 16, 2025  
Page 3 of 3

approve a Purchase Order with DeLillo Chevrolet for the purchase of two 2025 Chevrolet Silverado 2500HD pickup trucks in the amount of \$124,270.96.

Approved:



Dominic Lazzaretto  
City Manager



# CITY OF ARCADIA

## STAFF REPORT

### POLICE DEPARTMENT

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE OF AMMUNITION FROM SAN DIEGO POLICE EQUIPMENT CO., INC. IN AN AMOUNT NOT TO EXCEED \$107,054  
**CEQA: Not a Project**  
**Recommendation: Waive the Formal Bid Process and Approve**

#### SUMMARY

The Police Department maintains a supply of ammunition for its various weapons for training, testing, and safety response purposes. It is recommended that the City Council authorize the purchase of new factory ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$107,054.

#### DISCUSSION

All police officers are required to maintain standards of proficiency for various weapons used in the line of duty. Purchases of ammunition are made on an as-needed basis to maintain adequate inventory and to meet officers' proficiency levels through monthly qualifications and scheduled trainings. The Police Department maintains a variety of weapons to respond to any potential threats to the safety and welfare of Arcadia residents.

The Department's weapons all require specialized types of ammunition, which are limited to specific manufacturers and authorized dealers. The Department utilizes two primary brands of ammunition, Federal Premium and Speer, which are both owned and manufactured by Alliant Techsystems, Inc. ("ATK"). San Diego Police Equipment Co., Inc. is the sole authorized dealer and distributor of ATK ammunition for the western United States. Given that San Diego Police Equipment Co., Inc. is the

sole authorized dealer and distributor of ATK ammunition, it is recommended that the City Council waive the formal bidding process and authorize the purchase of this ammunition.

Separately, the Department purchases ammunition from Blackhills Ammunition, Inc., for ammunition specific to SWAT-sniper training and operations. ATK and Blackhills' ammunition have been utilized by the Department for over a decade. This ammunition continues to meet the Department's standards for ballistic capabilities, performance, and functional reliability.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Based on previous usage, approximately \$107,054 in ammunition will be required during the current fiscal year to meet the Department's needs. The exact amounts of ammunition will vary based on needs that arise throughout the year. The City will only be charged for ammunition purchased. Sufficient funds for the purchase of ammunition have been allocated in the Fiscal Year 2025-26 Police Department Budget, under the Patrol FTU (Field Training Unit) Supplies account.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); waive the formal bid process; and approve the purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$107,054.

Police Department Ammunition Purchase  
September 16, 2025  
Page 3 of 3

Approved:



Dominic Lazzaretto  
City Manager



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**DEVELOPMENT SERVICES DEPARTMENT**

**DATE:** September 16, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Lisa L. Flores, Deputy Development Services Director  
By: Edwin Arreola, Senior Planner

**SUBJECT:** MILLS ACT APPLICATION NO. MILLS 25-01 FOR A TEN-YEAR MILLS ACT CONTRACT BETWEEN THE CITY OF ARCADIA AND THE PROPERTY OWNER OF THE HISTORIC "BROD-PAPP HOUSE" LOCATED AT 1203 OAKWOOD DRIVE  
**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Applicant and Property Owner, Chris Karlen, on behalf of the Ismaili Karlen Family Trust, is requesting that the City Council approve Mills Act Application No. MILLS 25-01. The application is to enter into a ten-year Mills Act property tax abatement contract between the City, and the Property Owner of the historic "Brod-Papp House", for the repair, rehabilitation, restoration, and maintenance of that property.

It is recommended that the City Council determine that the approval of the contract is not a project under CEQA; approve Mills Act Application No. MILLS 25-01; direct the City Attorney to prepare the ten-year Mills Act contract for the "Brod-Papp House" located at 1203 Oakwood Drive; and authorize the City Manager, or designee, to review and execute the contract between the City and the Property Owner.

**BACKGROUND**

The subject property is an 18,988 square foot corner lot that is located at the

northwest corner of Oakwood Drive and E. Sycamore Avenue, in the Highlands Homeowners' Association – refer to Figure 1 below for an aerial photo. The site contains a 2,113 square foot single-story Mid-Century Modern house, with an attached two-car garage that was built in 1949 and was designed by the famed architect, Richard Neutra. The site has decorative landscaping and mature trees, including two oak trees, a screened garden room, and a swimming pool around the northeast corner of the house. On December 17, 2024, the City Council adopted Resolution No. 7605, designating the home as a historical local landmark due to its significance as an outstanding example of the Mid-Century Modern architectural style.



**Figure 1 – Aerial of the Subject Site**

One of the incentives granted to property owners of historic landmarks is the ability to apply for the Mills Act Property Tax Abatement Program (“Mills Act”). This program was enacted in 1972 by the State of California to grant local governments the authority to execute contracts with owners of qualified historic properties, who

actively participate in the repair, rehabilitation, restoration, and maintenance of their properties. Owners receive property tax relief to offset the costs of maintaining a historically designated property.

Mills Act contracts must comply with Sections 50280 through 50290 of the California Government Code. Requirements include a minimum ten-year term, adherence to the Secretary of the Interior’s Standards for the Treatment of Historic Properties and State Historic Building Code, which specify the types of rehabilitation allowed, authorization for periodic inspections to ensure compliance, and that the contract be binding upon all successors-in-interest of the owner. If approved, the City Attorney will prepare the contract, ensuring it includes all provisions required by state law and the City’s Development Code, including the City’s Historic Preservation Ordinance.

The Planning Commission, acting in its capacity as the City’s designated Historic Preservation Commission, reviewed the Mills Act Application at its August 12, 2025, meeting, and recommended approval to the City Council. The Commission found no issues with the application. Further details of the Commission’s discussion and recommendation can be found later in the Discussion section of this report.

## **DISCUSSION**

As part of the Mills Act Application, the property owner must submit a rehabilitation plan outlining the proposed work to maintain the historical integrity of the structure. The property owner has submitted such a plan, listing the work to be completed within the ten-year contract period – refer to Attachment No. 1. The plan includes the items listed in the table below. Figures 2-6 show elements of the property to be repaired/maintained.

<b>Proposed Scope of Work</b>	<b>Estimated Cost</b>	<b>Year of Proposed Work</b>
1. The redwood siding and window framing around the home will be refinished and/or replaced – refer to Figure 3 below.	\$25,000	1
2. The aluminum windows will be re-puttied, stripped, and repainted with some windows also having their glass replaced – refer to Figure 3 below.	\$15,000-25,000	1

3. The planter in front of the home will be rehabilitated.	\$5,000-15,000	1
4. A glass panel facing the living room will be replaced with tempered glass due to cracking and water damage.	\$4,000	1
5. The garage door and the entry door facing Sycamore Avenue will be replaced with a redwood doors to match the rest of the home – refer to Figure 5 below.	\$15,000	1 and 2
6. The exterior of the home will be repainted, with certain portions re-stuccoed – refer to Figure 6 below.	\$15,000	2
7. The roof will be replaced – refer to Figure 7 below.	\$30,000	3
<b>Total Investment in Rehabilitation</b>	<b>\$109,000- 129,000</b>	



**Figure 2 – Redwood siding, window frame and windows in need of repair**



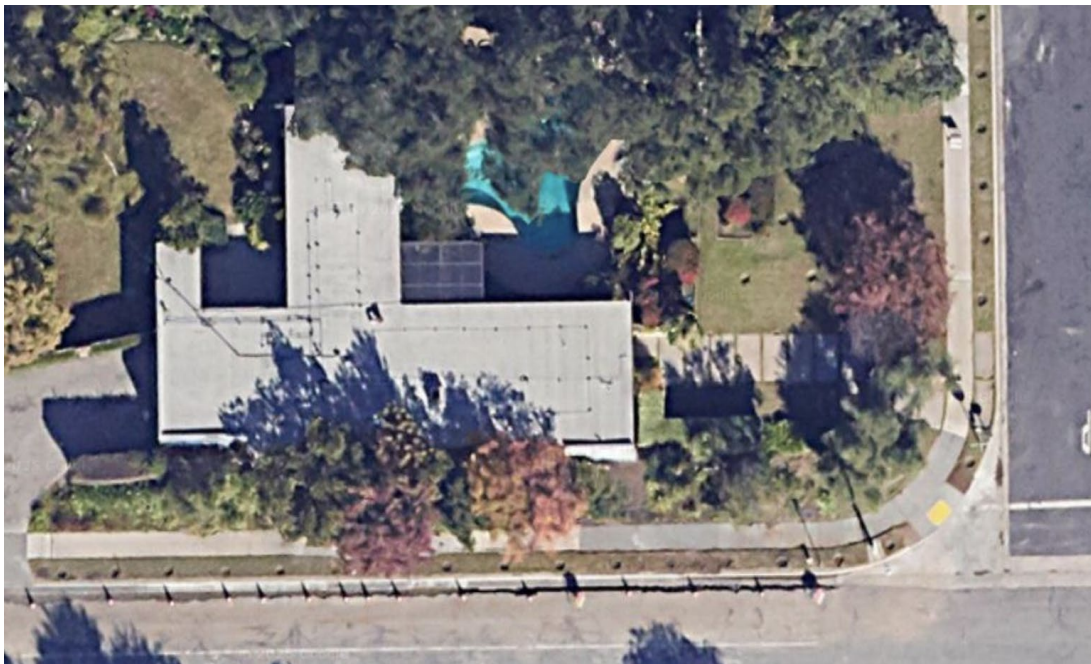
**Figure 3 - Planter in need of re-habitation**



**Figure 4 - Garage door to be replaced with redwood door**



**Figure 5 - Northeast elevation of the home, walls will be repainted and/or re-stuccoed**



**Figure 6 - Flat roof to be replaced**

The estimated costs of the proposed improvements range from approximately \$4,000 for replacing the glass panel in the living room, to as much as \$30,000 for reroofing the home. The total estimated cost for all improvements is approximately \$109,000 to \$129,000.

The proposed scope of work is intended to preserve the home's Mid-Century Modern architectural character. This includes the replacement and rehabilitation of exterior materials, such as windows, stucco, and wood, as well as the installation of new garage and entry doors that are consistent with the home's original materials. All proposed work will comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the State Historic Building Code. Some elements of the project may be subject to design review and approval through a Short Review Application by the Architectural Review Board of the Highlands Homeowners' Association. However, none of the work will adversely impact the significance of the designated historic landmark because all the work involves rehabilitation and maintenance of existing features and does not alter the historic character of the structure. Therefore, a Certificate of Appropriateness, which applies to major alterations on historic structures, is not required.

The Mills Act contract shall automatically renew each year unless either the Applicant or the City provides written notice of non-renewal, prior to the expiration of the current term. The contract may be cancelled or modified, following written notice to the Applicant, if the Applicant fails to comply with any of the terms or conditions of the agreement, or if the property is destroyed. Non-compliance may include the failure to complete any improvements within a given year. The City will conduct periodic inspections throughout the term of the contract to ensure that progress is being made in accordance with the Applicant's approved work plan, and that all improvements are consistent with the requirements of the Mills Act. If any alterations to the approved work plan are proposed during the life of the contract, the City must review and may approve those changes administratively.

The Mills Act program provides property tax abatement to support the preservation of significant historic resources. While this results in a modest reduction in annual property tax revenue, it reflects the City's commitment to protecting its architectural and cultural heritage. It is also important to note that the fiscal impact to the City itself from the tax breaks is relatively limited. The City receives approximately 9.5 cents of every property tax dollar paid, meaning that for a property owner paying \$10,000 annually in property taxes, the City's share is approximately \$950. Most of the deferred tax revenue is absorbed by other taxing entities. In this case, the cost of the proposed improvements, ranging from \$4,000 to \$30,000, matches or exceeds the estimated annual tax savings, reflecting a significant investment in the long-term preservation and upkeep of the property.

### **HISTORIC PRESERVATION COMMISSION**

The Mills Act Application was presented to the Planning Commission, acting in its capacity of the City's Historic Preservation Commission, at its meeting on August 12, 2025, for consideration and recommendation to the City Council – refer to Attachment No. 2 for the Historic Preservation Commission Resolution No. 2173, Historic Preservation Commission Staff Report, and excerpt of the approved minutes. The Commission agreed that the proposed improvements and the estimated cost justified property tax abatement over the next ten years to support the continued maintenance and rehabilitation of the property, ensuring it remains an excellent example of Mid-Century Modern architecture. The Historic Preservation Commission unanimously recommended that the City Council approve Mills Act Application No. MILLS 25-01.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

As of 2024, the assessed value of the property is \$1,675,000, resulting in an annual property tax of \$18,983. Upon execution of the Mills Act contract, the City will notify the Los Angeles County Assessor's Office. Each year, the Assessor will calculate a new taxable value for the property based on State Mills Act guidelines. This reassessment can result in a property tax reduction of approximately 40% to 60%, compared to the pre-contract amount, leading to significant savings for the property owner. In this example, the property owner would pay as little as \$7,593.20 per year, providing savings of up to \$11,390 per year. Given Arcadia's current share of property taxes, the City will lose approximately \$1,100 in revenue per year, if the contract is approved.

Since Mills Act properties are assessed annually, the actual tax amount may increase or decrease from year to year, based on market conditions. As a result, the total amount of tax relief over the ten-year contract period may vary. The reduction in property tax to the City is minimal in comparison to the value of retaining this important historic asset within Arcadia.

**RECOMMENDATION**

It is recommended that the City Council determine that the approval of the contract is not a project under CEQA; approve Mills Act Application No. MILLS 25-01; direct the City Attorney to prepare the ten-year Mills Act contract for the "Brod-Papp House" located at 1203 Oakwood Drive; and authorize the City Manager, or designee, to review and execute the contract between the City and the Property Owner.

Approved:



Dominic Lazzaretto  
City Manager

Attachment No. 1: Mills Act Application No. MILLS 25-01 and Work Plan

Attachment No. 2: Resolution No. 2173, Historic Preservation Commission Staff Report, and Approved Minutes

# Attachment No. 1

Mills Act Application No. MILLS 25-01  
and Work Plan



MILLS \_\_\_\_\_

# MILLS ACT PROPERTY TAX ABATEMENT PROGRAM APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION (REQUIRED):

PROPERTY ADDRESS 1203 Oakwood Drive ZIP 91006

ASSESSOR'S PARCEL NUMBER 5771-017-008

PROPERTY OWNER NAME(S) Ismaili Karlen Family Trust

MAILING ADDRESS 1203 Oakwood Drive

CITY Arcadia STATE CA ZIP 91006

E-MAIL ADDRESS [REDACTED]

TELEPHONE NO. [REDACTED]

**PROPERTY INFORMATION:**

BUILDING SIZE (SQUARE FEET) 2,117

ASSESSED VALUE \$1,675,000

**RECEIVED**  
JUN 09 2025  
Planning Services  
City of Arcadia

THE PROPERTY OWNER(S) HEREBY DECLARE UNDER PENALTY OF PERJURY THAT ALL THE INFORMATION SUBMITTED FOR THIS APPLICATION IS TRUE AND CORRECT.

[Signature] 6/9/2025  
PROPERTY OWNER'S SIGNATURE DATE

DATE FILED 6/9/25 RECEIPT NO. NA PAID [initials] RECEIVED BY EA

CITY OF ARCADIA  
REHABILITATION / RESTORATION / MAINTENANCE WORK PLAN

PROPERTY ADDRESS: 1203 Oakwood Drive

Use this form for your rehabilitation, restoration, and maintenance plan and timeline. In this plan, include all of the expected maintenance, restoration, and replacement of historic features on the property. Do not include work related to modernization, remodels, or construction of new elements. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed rehabilitation/restoration/maintenance work (if applicable) and continue with work proposed to complete within the next 10 years in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Redwood Siding

Cost \$ 25,000 (approximate)    Contract Year of Proposed Work Completion: 1

Description of work: **The home has extensive redwood features (siding, features around windows) that all needs refinished and replaced in certain area (bottoms of windows in living room due to rot).**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Aluminum window frames

Cost \$ 15,000 - 25,000 (approximate)    Contract Year of Proposed Work Completion: 1

Description of work: **All of the aluminum windows need re-puttied/bondo, stripped and repainted. May include some glass replacement**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage door and door to garage facing Sycamore Avenue

Cost \$ 15,000 (approximate)    Contract Year of Proposed Work Completion: 1 and 2

Description of work: **Garage door needs to be replaced with a redwood door to match rest of home. The entry door to garage facing Sycamore needs replaced with a redwood door.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Roof

Cost \$ 30,000 (approximate)    Contract Year of Proposed Work Completion: 3

Description of work: **The roof needs replaced**



# Attachment No. 2

Resolution No. 2173, Historic  
Preservation Commission Staff  
Report, and Approved Minutes

RESOLUTION NO. 2173

A RESOLUTION OF THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE MILLS ACT APPLICATION NO. MILLS 25-01 FOR A 10 YEAR MILLS ACT CONTRACT BETWEEN THE CITY AND THE PROPERTY OWNER OF THE HISTORIC "BROD-PAPP HOUSE" AT 1203 OAKWOOD DRIVE

WHEREAS, on June 9, 2025, Mills Act Application No. MILLS 25-01 was filed by the Property Owner, Chris Karlen on behalf of the Ismaili Karlen Family Trust ("Applicant"), requesting to enter into a 10 year Mills Act Property Tax Abatement Program contract with the City for the repair, rehabilitation, restoration, and maintenance of the property at 1203 Oakwood Drive ("Brod-Papp House"); and

WHEREAS, on July 29, 2025, Planning Services completed an environmental assessment for the Mills Act Application No. MILLS 25-01 and determined that it is not subject to CEQA under Section 15061(b)(3) of the CEQA Guidelines. This section applies to activities where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. Since the application involves the execution of a Mills Act contract and does not entail any physical changes to the environment, it can be concluded with certainty that its approval will not result in a significant environmental impact; and

WHEREAS, on August 12, 2025, the application was presented before the Historic Preservation Commission, at which time the Historic Preservation

Commission reviewed the application for the purposes of transmitting a recommendation to the City Council regarding the approval of a Mills Act contract for the property.

NOW, THEREFORE, THE HISTORIC PRESERVATION COMMISSION 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 August 12, 2025, are true and correct.

SECTION 2. This Commission finds, based upon the entire record, pursuant to section 9103.17.100(A) of the Development Code, that the property is an individually designated historic landmark that is eligible to enter into a Mills Act contract with the City of Arcadia for the repair, rehabilitation, restoration, and maintenance of the property as outlined in the Applicant's rehabilitation plan. The following provisions shall be included in the Mills Act contract executed between the City of Arcadia and the Applicant:

- a. The term of the contract shall be for a minimum of 10 years.
- b. The Applicant shall be required to comply during the term of the contract with the Secretary of the Interior's Standards for the Treatment of Historic Properties as well as the State Historic Building Code.
- c. The City shall be authorized to conduct periodic inspections to determine the Applicant's compliance with the contract.

d. The contract shall be binding upon all successors-in-interest of the owner.


SECTION 3. Pursuant to the California Environmental Quality Act (“CEQA”), the Mills Act Application No. MILLS 25-01 is not subject to CEQA under Section 15061(b)(3) of the CEQA Guidelines. This section applies to activities where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. Since the application involves the execution of a Mills Act contract and does not entail any physical changes to the environment, it can be concluded with certainty that its approval will not result in a significant environmental impact.

SECTION 4. For the foregoing reasons, the Historic Preservation Commission finds that the Mills Act Contract is not subject to the California Environmental Quality Act (“CEQA”) and recommends that the City Council approve Mills Act Application No. MILLS 25-01, authorizing a 10 year contract between the City and the property owner of the historic “Brod-Papp House” at 1203 Oakwood Drive.

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

[SIGNATURES ON THE NEXT PAGE]

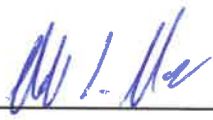
Passed, approved and adopted this 12th day of August 2025.

  
Marilynne Wilander  
Chair, Historic Preservation  
Commission

ATTEST:

  
\_\_\_\_\_  
Lisa L. Flores  
Secretary

APPROVED AS TO FORM:

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

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

I, Lisa Flores, Secretary of the Historic Preservation Commission of the City of Arcadia, hereby certify that the foregoing Resolution No. 2173 was passed and adopted by the Historic Preservation Commission of the City of Arcadia, signed by the Chair, and attested to by the Secretary at a regular meeting of said Historic Preservation Commission held on the 12<sup>th</sup> day of August 2025, and that said Resolution was adopted by the following vote, to wit:

AYES:       Chair Wilander, Vice Chair Tallerico, Commissioners Arvizu, Hui, and Tsoi

NOES:       None

ABSENT:    None



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Lisa L. Flores  
Secretary of the Historic Preservation  
Commission



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**DEVELOPMENT SERVICES DEPARTMENT**

**DATE:** August 12, 2025

**TO:** Honorable Chairperson and Historic Preservation Commission

**FROM:** Lisa L. Flores, Deputy Development Services Director  
By: Edwin Arreola, Senior Planner

**SUBJECT:** RESOLUTION NO. 2173 – A REVIEW OF MILLS ACT APPLICATION NO. MILLS 25-01 FOR A 10 YEAR MILLS ACT CONTRACT BETWEEN THE CITY AND THE PROPERTY OWNER OF THE HISTORIC “BROD-PAPP HOUSE” AT 1203 OAKWOOD DRIVE AND FORWARDING A RECOMMENDATION TO CITY COUNCIL

**CEQA:** Not A Project  
**Recommendation:** Adopt

**SUMMARY**

The Applicant and Property Owner, Chris Karlen on behalf of the Ismaili Karlen Family Trust, is requesting that the Historic Preservation Commission recommend approval to the City Council of Mills Act Application No. MILLS 25-01 to enter into a 10 year Mills Act contract between the City and the Property Owner of the historic “Brod-Papp House” for the repair, rehabilitation, restoration, and maintenance of that property located at 1203 Oakwood Drive.

It is recommended that the Historic Preservation Commission find that the proposed contract agreement is not a project under Section 15061(b)(3) of the California Environmental Quality Act (“CEQA”), and adopt Resolution No. 2173 (Attachment No. 1), recommending that the City Council approve the Mills Act contract.

**BACKGROUND**

The subject property is an 18,988 square foot corner lot that is located at the northwest corner of Oakwood Drive and E. Sycamore Avenue in the Highlands

Homeowners' Association – refer to Figure 1 below and Attachment No. 2 for an aerial photo and zoning information. The site has a 2,113 square foot single-story Mid-Century Modern house with an attached two-car garage that was built in 1949. The site has decorative landscaping and mature growth trees, including two oak trees, a screened garden room, and a swimming pool around the northeast corner of the house.



**Figure 1 – Aerial of the Subject Site**

On December 17, 2024, the City Council adopted Resolution No. 7605, designating the home at 1203 Oakwood Drive as a historical local landmark due to its significance as an outstanding example of the Mid-Century Modern architectural style that was designed by the famed architect, Richard Neutra – refer to Figure 2 below.



**Figure 2 – The Brod-Papp House, front entry from Oakwood Drive**

One of the incentives granted to property owners of historic landmarks is the ability to apply for the Mills Act Property Tax Abatement Program (“Mills Act”). This program was enacted in 1972 by the State of California to allow local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the repair, rehabilitation, restoration, and maintenance of their properties to receive property tax relief to offset the costs of maintaining a historically designated property. This Mills Act Application is the first submitted to the City, despite there being two properties currently eligible for the program, including the Arcadia Women’s Club at 324 S. 1<sup>st</sup> Avenue.

Mills Act contracts must comply with Sections 50280 through 50290 of the California Government Code. Requirements include a minimum 10 year term, adherence to the Secretary of the Interior’s Standards for the Treatment of Historic Properties and State Historic Building Code which specify the types of rehabilitation allowed, authorization for periodic inspections to ensure compliance, and that the contract be binding upon all successors-in-interest of the owner. Additionally, all proposed improvements to the structure under the Mills Act must be made to the exterior of the structure.

Once the Mills Act application is deemed complete, it is then presented to the Historic Preservation Commission for recommendation to the City Council. The City Council,

in its sole discretion, will authorize the execution of the Mills Act contract. This approval is procedural and does not require a public hearing. After approved, the City Attorney will prepare the contract, ensuring it includes all provisions required by state law and the City’s Development Code.

Following the contract’s executive, the City notifies the Los Angeles County Assessor’s Office. Each year, the Assessor calculates a new taxable value for the property based on state guidelines. This can be as much as 40% to 60% of the pre-Mills Act contract tax rate, resulting in significant property tax savings. However, because Mills Act property are assessed annually, taxes may increase or decrease from year to year depending on the market conditions, so the amount of tax relief over the 10 year contract period may vary. Additionally, all Mills Act contract benefits are transferable if the qualified historical property is sold.

As part of the Mills Act Application, the property owner must submit a rehabilitation plan outlining the proposed work to maintain the historical integrity of the structure. The property owner has submitted such a plan, listing the work to be completed within the 10 year contract period. The plan includes the following:

<b>Proposed Scope of Work</b>	<b>Estimated Cost</b>	<b>Year of Proposed Work</b>
1. The redwood siding and window framing around the home will be refinished and/or replaced – refer to Figure 3 below.	\$25,000	1
2. The aluminum windows will be re-puttied, stripped, and repainted with some windows also having their glass replaced – refer to Figure 3 below.	\$15,000-25,000	1
3. The planter in front of the home will be rehabilitated.	\$5,000-15,000	1
4. A glass panel facing the living room will be replaced with tempered	\$4,000	1

glass due to cracking and water damage.		
5. The garage door and the entry door facing Sycamore Avenue will be replaced with a redwood doors to match the rest of the home – refer to Figure 5 below.	\$15,000	1 and 2
6. The exterior of the home will be repainted, with certain portions re-stuccoed – refer to Figure 6 below.	\$15,000	2
7. The roof will be replaced – refer to Figure 7 below.	\$30,000	3
<b>Total Investment in Rehabilitation</b>	<b>\$109,000-129,000</b>	



**Figure 3 – Redwood siding and window frame and windows in need of repair**



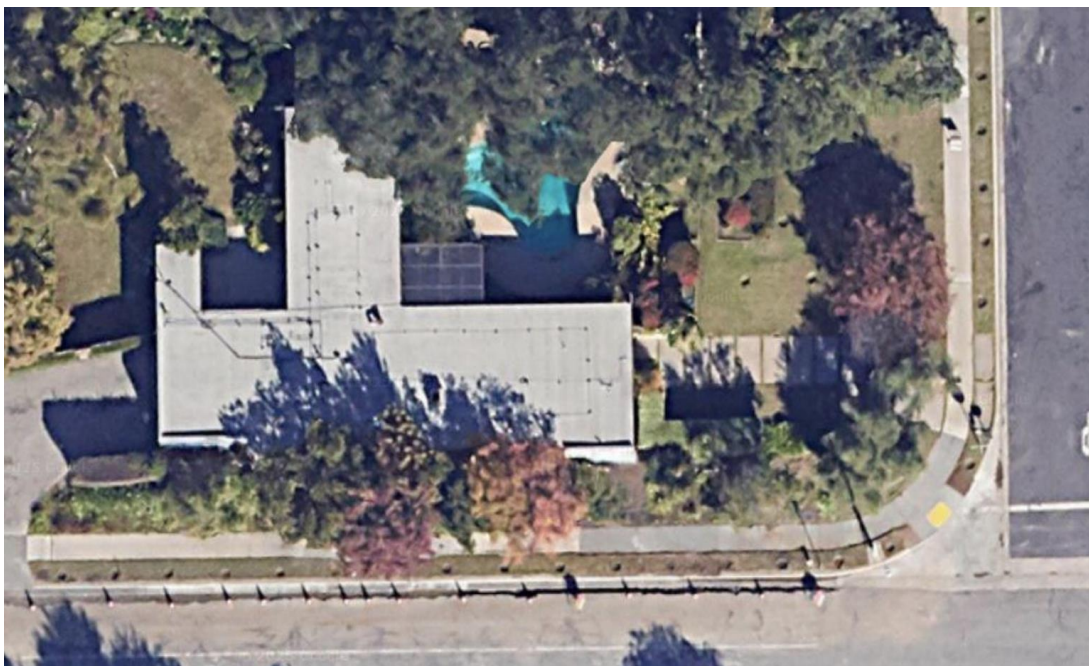
**Figure 4 – Planter in need of rehab**



**Figure 5 – Garage door to be replaced with redwood door**



**Figure 6 – Northeast elevation of the home, walls will be repainted and/or re-stuccoed**



**Figure 7 – Flat roof to be replaced**

The estimated cost of the proposed improvements ranges from approximately \$4,000 for replacing the glass panel in the living room to as much as \$30,000 for reroofing the home. The total estimated cost for all improvements is approximately \$109,000 to \$129,000. As of 2024, the assessed value of the home is \$1,675,000, resulting in an annual property tax of \$18,983.

## **DISCUSSION**

The Applicant and Property Owner is requesting that the Historic Preservation Commission recommend approval of Mills Act Application No. MILLS 25-01 to the City Council. The request is to enter into a 10 year contract, which is the minimum term, with the City for property tax abatement, helping to offset the costs of repairing, rehabilitating, restoring, and maintaining the historically designated “Brod-Papp House” located at 1203 Oakwood Drive.

The Applicant meets all of the eligibility requirements outlined in Development Code Section 9103.17.100(A), including ownership of a qualified historic property. The property was designated a historic landmark in December 2024. A comprehensive rehabilitation plan has been submitted, detailing proposed work that will preserve and enhance the architectural integrity of the “Brod-Papp House” over the 10 year term of the contract.

The proposed scope of work is intended to preserve the home’s Mid-Century Modern architectural character. This includes the replacement of windows and wood elements, as well as the installation of new garage and entry doors that are consistent with the home's original materials. All proposed work will comply with the Secretary of the Interior’s Standards for the Treatment of Historic Properties and the State Historic Building Code.

Some elements of the project will be subject to design review and approval through a Short Review Application by the Architectural Review Board of the Highlands Homeowners’ Association. However, because all the work involves rehabilitation and maintenance of existing features and does not alter the historic character of the structure, a Certificate of Appropriateness is not required. This application is typically necessary only for major or minor alterations that could adversely impact the significance of a designated historic landmark.

The Mills Act contract shall automatically renew each year unless either the Applicant or the City provides written notice of non-renewal prior to the expiration of the current term. The contract may be cancelled or modified, following written notice to the Applicant, if the Applicant fails to comply with any of the terms or conditions of the agreement, or if the property is destroyed. Non-compliance may include the failure to complete any improvements within a given year.

The City will conduct periodic inspections throughout the term of the contract to ensure that progress is being made in accordance with the Applicant's approved work plan and that all improvements are consistent with the requirements of the Mills Act. If any alterations to the approved work plan are proposed during the life of the contract, the City must review and may approve those changes administratively.

The Mills Act program provides property tax abatement to support the preservation of significant historic resources. While this results in a modest reduction in annual property tax revenue, it reflects the City's commitment to protecting its architectural and cultural heritage. In this case, the cost of the proposed improvements—ranging from \$4,000 to \$30,000 matches or exceeds the estimated annual tax savings, reflecting a significant investment in the long-term preservation and upkeep of the property.

### **ENVIRONMENTAL ANALYSIS**

It has been determined that the project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. This provision applies to activities where it can be clearly demonstrated that there is no possibility of a significant environmental impact. Since the application involves the execution of a Mills Act contract and does not involve any physical alterations to the environment, the approval of this contract is not considered a project under CEQA and therefore will not result in any significant environmental effects.

### **RECOMMENDATION**

It is recommended that the Historic Preservation Commission find that the proposed contract agreement is not a project under Section 15061(b)(3) of the California Environmental Quality Act ("CEQA"), and adopt Resolution No. 2173 (Attachment No. 1), recommending that the City Council approve the Mills Act contract.

If any Historic Preservation Commissioners, or other interested party has any questions or comments regarding this matter prior to the August 12, 2025 hearing, please contact Senior Planner, Edwin Arreola at (626) 821-4334, or by email at [earreola@ArcadiaCA.gov](mailto:earreola@ArcadiaCA.gov).

Resolution No. 2173 – MILLS 25-01

August 12, 2025

Page 10 of 10

Approved:

A handwritten signature in blue ink, appearing to read 'Lisa L. Flores', with a stylized flourish extending to the right.

Lisa L. Flores

Deputy Development Services Director

Attachment No. 1: Resolution No. 2173

Attachment No. 2: Mills Act Application No. MILLS 25-01 and Work Plan