



Bob J. Archuleta, Mayor
Gustavo V. Camacho, Mayor Pro Tem
David W. Armenta, Councilmember
Gregory Salcido, Councilmember
Brent A. Tercero, Councilmember

Tuesday, December 11, 2012
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6706
Next Ordinance No. 1074
Next Agreement No. 12-1363

COMMISSIONERS SCHEDULED TO BE PRESENT:

Robert Martinez, Planning Commission
David Angelo, Sister City Commission

INVOCATION:

(In accordance with the Court’s Decision in Rubin v. City of Burbank, only nonsectarian prayers/invocations are allowed during the invocation)

PLEDGE OF ALLEGIANCE:

A. Reorganization of the City Council for 2012-2013

- a. City Clerk calls for nominations for the Office of Mayor of Pico Rivera.
- b. Mayor calls for nominations for the Office of Mayor Pro Tempore of Pico Rivera.

B. Appointment of Representative to the Greater Los Angeles Vector Control District Board of Trustees

- a. Appoint a Trustee to the Greater Los Angeles County Vector Control District for a two-year term, effective January 7, 2013.

C. Comments from outgoing Mayor Archuleta

D. Awards/Break

E. Comments from Newly Selected Mayor

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative

format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

1. Minutes:

- City Council meeting of November 13, 2012

Recommendation: Approve

- Parks & Recreation meeting of October 11, 2012
- Planning Commission meeting of October 15, 2012
- Planning Commission meeting of November 5, 2012

Recommendation: Receive and file

2. 9th Warrant Register of the 2012-2013 Fiscal Year.

(700)

Check Numbers: 254465-254834

Special Checks Numbers: 254463-254464

Recommendation: Approve

3. **Second Reading - Zoning Code Amendment No. 168 – Amending the Zoning Code of the Pico Rivera Municipal Code Chapter 18.46 Signs and Advertising Pertaining to Building Identification Signage and Creative Signage in Commercial and Industrial Zones.** (1300)

Recommendation:

1. Adopt Ordinance No. 1073 amending Chapter 18.46 (Signs & Advertising) of the Pico Rivera Municipal Code pertaining to building identification signage and creative signage for developments within commercial and industrial zones.

Ordinance No. 1073 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.46 (SIGNS & ADVERTISING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE FOR DEVELOPMENTS WITHIN COMMERCIAL AND INDUSTRIAL ZONES DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 168

4. **Approval of Professional Services Agreement for Environmental Science Associates, Inc. (ESA) for Completion of the 2013-2021 Housing Element.** (1600)

Recommendation:

1. Approve Professional Services Agreement for Environmental Science Associates, Inc. (ESA) in the amount not to exceed \$47,000 for the 2013-2021 Housing Element and compliance with the California Environmental Quality Act.

Agreement No. _____

5. **Treasurer’s Report – September 30, 2012** (700)

Recommendation:

1. Receive and file Quarterly Treasurer’s Report for the quarter ending September 30, 2012.

6. **Passons Boulevard Underpass Project, Phase III, CIP No. 20053 – Award Construction Contract.** (500)

Recommendation:

1. Award a construction contract in the amount of \$540,409 to Sequel Contractors, Inc. for the Passons Boulevard Underpass Project, Phase III, CIP No. 20053, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

Agreement No. _____

7. Adoption of Resolution for the Acceptance of an Easement for Public Roadway Purposes on Dunlap Crossing Road. (1200)

Recommendation:

1. Adopt a Resolution accepting a public roadway easement from the County of Los Angeles for Dunlap Crossing Road from Rosemead Boulevard to Mines Avenue necessary to address public roadway encroachment issues existing on Los Angeles County property, and authorize the City Engineer to execute easement documents.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE EASEMENT GRANTED TO THE CITY OF PICO RIVERA BY THE COUNTY OF LOS ANGELES AND AUTHORIZING THE CITY ENGINEER TO EXECUTE ALL RELATED DOCUMENTS

CONSENT CALENDAR ITEMS PULLED:

LEGISLATION:

8. Donation of Surplus Playground Equipment to Non-Profit Organizations.

Recommendation: (700)

1. Council selects the non-profit organizations to receive the surplus equipment.

Option 1 a) Bridges Church – Miracle Playground Structures;
b) Montebello Rotary – Traditional Frame – three bay swings set;
c) St. Philip Neri – Spiral Slide.

Option 2 a) Bridges Church – Miracle Playground Structures;
b) First Fundamental Bible Church – Traditional Frame – three bay swings set;
c) St. Philip Neri – Spiral Slide.

Option 3 Other distribution at the discretion of City Council.

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Assistant City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 6th day of December, 2012.

Dated this 6th, day of December 2012

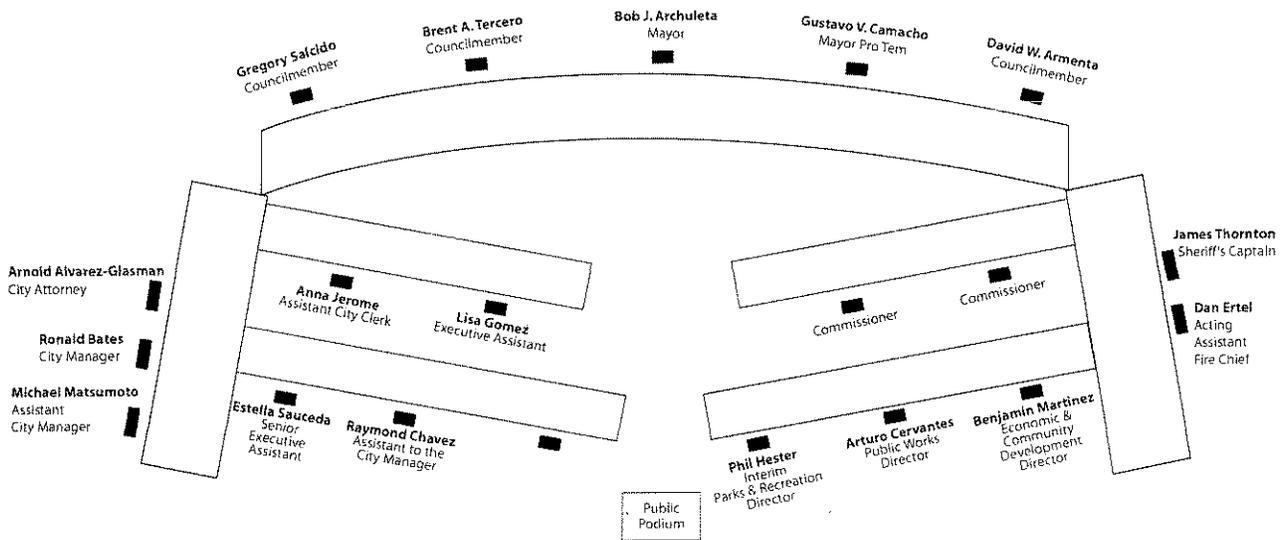


Anna M. Jerome, CMC
Assistant City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Redevelopment Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.
- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1st Period of Public Comments.
- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.
- Citizens may address the Council, Redevelopment Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).



A. Reorganization of the City Council for 2012-2013

- a. City Clerk calls for nominations for the Office of Mayor of Pico Rivera.
- b. Mayor calls for nominations for the Office of Mayor Pro Tempore of Pico Rivera.



To: Mayor and City Council

From: City Manager

Meeting Date: December 11, 2012

Subject: APPOINTMENT OF REPRESENTATIVE TO THE GREATER
LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
BOARD OF TRUSTEES

Recommendation:

Appoint a Trustee to the Greater Los Angeles County Vector Control District for a two-year term, effective January 7, 2013.

Fiscal Impact:

None.

Discussion:

The term of David Armenta, a member of the Board of Trustees of the Greater Los Angeles Vector Control District (Board) will expire on January 7, 2013. Pursuant to Section 2024 of the State Health and Safety Code governing the dates for the term of office of members appointed to the Board, Councilmember Armenta would need to be reappointed for a two-year or four-year term or a new Trustee would need to be appointed. The length of the term is at the discretion of the appointing authority (City Council).

Ronald Bates

RRB:AJ

Enc: Letter dated 9/24/12 from Vector Control District

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670
Office (562) 944-9656 Fax (562) 944-7976
Email: info@glacved.org Website: www.glacved.org

GENERAL MANAGER
Kenneth L. Bayless

PRESIDENT

Robert Campbell, Long Beach

VICE PRESIDENT

Dr. Jeff D. Wassem, Burbank

SECRETARY-TREASURER

Pedro Aceltuno, Bell Gardens

September 24, 2012

Mr. Ron Bates
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

Re: Appointment/ Re-appointment of representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Ron Bates:

This is to inform you that the term of the office of Trustee David Armenta as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 7, 2013. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee David Armenta, or appointing a new trustee for a 2 or 4 year term of the office, commencing at noon on the first Monday of January (i.e. January 7, 2013). **Please note, per the State Health and Safety Code that representatives must be appointed to serve a full 2 or 4 year term commencing on January 7, 2013. City representatives should not be appointed on a yearly basis.**

Please review all subsections of the SHSC 2022 (i.e. a-e). Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. **Once appointed, the representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Please make your appointment/reappointment prior to January 7, 2013 as stipulated in the SHSC. Should you have any questions regarding this trustee appointment, please contact Truc Dever, Director of Community Affairs at 562-944-9656 x510.

Sincerely,



Kenneth L. Bayless
General Manager

Enclosure: Section 2022 of the SHSC
cc: Trustee David Armenta
City Clerk

ARTESIA
Sally Flowers
BELL
Danny Harber
BELLFLOWER
Ray T. Smith
CARSON
Harold Williams
CERRITOS
Mark W. Bollman
COMMERCE
Tha Baca Del Rio
CUDAHY
Mason Levi
DIAMOND BAR
Steve Tye
DOWNEY
Roger C. Brassmer
GARDENA
Rachel C. Johnson
GLENDALE
Armine Perian
HAWAIIAN GARDENS
Barry Bruce
HUNTINGTON PARK
Elba Roma
LAKEWOOD
Steve Craft
LA MIRADA
Pauline Deal
LA HABRA HEIGHTS
Jim Remington
LOS ANGELES CITY
Steven Appleton
LOS ANGELES COUNTY
Dr. James Lawson
LYNWOOD
Jim Morton
MAYWOOD
Edward Varola
MONTEBELLO
Christina Carter
NORWALK
Cheri Kelley
PARAMOUNT
Tom Hansen
PICO RIVERA
David W. Armenta
SAN FERNANDO
Sylvia Ballin
SAN MARINO
Jeff Grosseth
SANTA CLARITA
Robert Newman
SANTA FE SPRINGS
Michael Madrigal
SIGNAL HILL
Dr. Hazel Wallace
SOUTH EL MONTE
Hector Delgado
SOUTH GATE
Maria Devila
WHITTIER
Owen Newcomer

A CALIFORNIA GOVERNMENTAL AGENCY

California Health and Safety Code

2022.

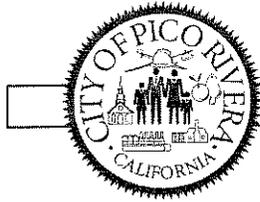
(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.



Tuesday, November 13, 2012

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Archuleta called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Armenta, Camacho, Salcido, Tercero, Archuleta

ABSENT: None

COMMISSIONERS PRESENT:

Ruben Garcia, Planning Commission

Joseph Palombi, Parks & Recreation Commission

INVOCATION: Parks & Recreation Commissioner Palombi

PLEDGE OF ALLEGIANCE: Led by Councilmember Armenta

SPECIAL PRESENTATIONS:

- Rio Hondo College Presentation State of the College Address presented by President Teresa Dreyfuss and Vicky Santana
- Pico Rivera Alliance to Keep Youth Tobacco-Free presented by Kristine Glaze, Carmela Capinpin, Joe Price, Emily Peyton, Raul Rivas
- Los Angeles County Sheriff's Department Public Safety Report presented by Captain James Thornton

PUBLIC HEARING(S):

1. Public Hearing - Zoning Code Amendment No. 168 – Amending the Zoning Code of the Pico Rivera Municipal Code Chapter 18.46 Signs and Advertising Pertaining to Building Identification Signage and Creative Signage in Commercial and Industrial Zones. (1300)

Mayor Archuleta opened the public hearing and noted that there were no written communications or public comment cards to provide public testimony.

Mayor Archuleta closed the public hearing.

Councilmember Salcido asked for clarification on the creative signage aspect of the ordinance. Community and Economic Development Director Martinez stated that the creative signage program is meant to take care of those signs where a business would like to step out of the box when it comes to typical type of signage. He stated that the creative signage would require review by staff and several conditions would need to be met. Some of the conditions he stated are design quality, a substantial aesthetic improvement, unique design that exhibits inventiveness, a strong graphic character, an architectural component, and several other conditions.

Mayor Pro Tem Camacho stated that on canopies and awnings that there would be no writing or signs on the awnings with Director Martinez affirming that the city does not allow that type of signage.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to 1) Adopt the resolution approving Zone Code Amendment No. 168; and 2) Introduce the ordinance pertaining to building identification and creative signage within commercial and industrial zones. Motion carries by the following roll call vote:

Resolution No. 6705 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT TO CHAPTER 18.46 OF THE PICO RIVERA MUNICIPAL CODE AMENDING REGULATIONS PERTAINING TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE WITHIN COMMERCIAL AND INDUSTRIAL ZONES DESIGNATED HEREIN AS ZONING CODE AMENDMENT NO. 168

Ordinance No. 1073 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.46 (SIGNS & ADVERTISING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE FOR DEVELOPMENTS WITHIN COMMERCIAL AND INDUSTRIAL ZONES DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 168 (FIRST READING AND INTRODUCTION)

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:

Ashley Martinez, Member of Alliance to Keep Youth Tobacco Free (AKT):

- Addressed the City Council stating her reasons for supporting and joining the Alliance to Keep Youth Tobacco Free.

Frank Govea, Resident:

- Addressed the City Council to speak against smoking, dangers of smoking and keeping the youth tobacco free.

Erika Rico, Graduate of El Rancho High School:

- Addressed the City Council to speak against tobacco use and in favor of passing an ordinance favoring Tobacco Retail Licensing.

Marlene Gomez, Chair of Coalition:

- Addressed the City Council regarding the implementation of a Tobacco Ordinance and spoke out against smoking and tobacco use.

CONSENT CALENDAR:

2. Minutes:

- Approved City Council meeting of October 23, 2012

3. Approved 8th Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 254194-254389; 254392-254462

Special Checks Numbers: 254390-254391

4. Concrete Improvements in Community Development Block Grant (CDBG) Areas, CIP No. 21244 – Authorization to Bid. (500)

1. Approved Plans, Specifications and Estimates (PS&E) for Concrete Improvements in CDBG Areas, CIP No. 21244;
2. Authorized the City Clerk to publish the Notice Inviting Bids; and
3. Approved the Notice of Exemption for the subject project and authorized the City Clerk to file with the County Recorder.

5. Telegraph Road Landscape Median Improvements, CIP No. 21232 – Award Construction. (500)

1. Awarded a construction contract in the amount of \$2,098,000 to All American Asphalt, for the Telegraph Road Landscape Median Improvements Project, CIP No. 21232, and authorized the Mayor to execute the contract in a form approved by the City Attorney.

Agreement No. 12-1358

6. Durfee Avenue Grade Separation Project, CIP No. 21241 – Amendment No. 1 to Agreement No. 00-772. (500)

1. Approved Amendment No. 1 to Agreement No. 00-772 with Alameda Corridor-East (ACE) Construction Authority for the engineering, construction, financing, operation and maintenance of the Durfee Avenue Grade Separation Project and authorized the Mayor to execute Amendment No. 1 in a form approved by the City Attorney.

Agreement No. 00-772-1

Motion by Councilmember Armenta, seconded by Mayor Pro Tem Camacho to approve Consent Calendar Items No. 2 through 6. Motion carries by the following roll call vote:

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

ABSTAIN: Salcido (Item No. 4)

CONSENT CALENDAR ITEMS PULLED:

LEGISLATION:

7. Alameda Corridor East Joint Powers Authority – Approval of Joint Exercise of Powers Agreement. (500)

Councilmember Tercero asked if supporting the creation of the ACE JPA would affect the city financially with City Manager Bates responding that this item is basically described as an insurance policy to insure that the city receives the \$70 million dollar

grade separation project on Durfee Avenue and stated that he does not anticipate any charges to cities while they participate.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve the Alameda Corridor East Joint Powers Authority (ACE JPA), Joint Exercise of Powers Agreement (JPA Agreement) to ensure that Pico Rivera's interest continue to be considered in the ACE Project and authorized the Mayor to execute the agreement in a form approved by the City Attorney.

Agreement No. 12-1359

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

8. Donation of Surplus Playground Equipment to Non-Profit Organizations. (700)

Item delayed to City Council meeting of December 11, 2012 to refer back to staff to contact schools within the El Rancho Unified School District to solicit interest in the surplus playground equipment.

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

NEW BUSINESS:

Councilmember Salcido requested a Closed Session in regard to organizational changes and structure with the City Manager for the December 11, 2012 meeting.

Mayor Archuleta requested that the Fire Department provide a presentation on Fire Prevention Safety at the City Council meeting of December 11, 2012.

OLD BUSINESS:

Mayor Pro Tem Camacho commented on an increase of flag banners and hand held signs on the corner of Whittier and Rosemead Boulevards and asked staff to look into it.

Mayor Archuleta thanked all who participated in the Veteran's Day services and mentioned that the city of Pico Rivera was recognized at the Los Angeles County Economic Development Corporation festivities as one of the top five out of 88 cities to

be recognized as a Business Friendly Finalist (BFF). He stated that the city of Whittier was selected as the top finalist.

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Victor Gonzalez, Volunteer Basketball Coach:

- Addressed the City Council regarding lack of basketball courts at city parks for local youth to utilize.

Recessed to Housing Assistance Agency at 7:30 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 7:30 p.m.

ALL MEMBERS WERE PRESENT

Recessed to Water Authority at 7:31 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 7:33 p.m.

ALL MEMBERS WERE PRESENT

ADJOURNMENT:

Mayor Archuleta adjourned the City Council meeting at 7:35 p.m. in memory of Shirley Jane Wetzel former 30 year employee of the city of Pico Rivera as an Executive Secretary in the Community and Economic Development Department. There being no objection it was so ordered.

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

Bob J. Archuleta, Mayor

ATTEST:

Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated November 13, 2012 and approved by the City Council on December 11, 2012.

Anna M. Jerome, Deputy City Clerk



Thursday, October 11, 2012

A Regular Meeting was held in the Parks & Recreation Community Room, 6767 Passons Blvd., Pico Rivera, California. Chair Joseph Palombi called the meeting to order at 6:00 p.m.

PRESENT: Commissioners, Paul Gomez, Rod Torres, Vice Chair Carlos Cruz, Chairman Joseph Palombi,

ABSENT: John Garcia

APPROVAL OF MINUTES: A motion was made by Commissioner Gomez and seconded by Vice Chair Cruz and carried on roll call vote to approve the Minutes of September 13, 2012.

PUBLIC COMMENTS: None

AGENDA ITEMS:

1. NEW BUSINESS:

- a) None

2. OLD BUSINESS:

- a) Update Park facility issues – No outstanding park facility issues.
- b) Meller School Parking – Deputy Director Rico updated the Commission on his meeting with AYSO Commissioner, Juan Garcia with in regards to the Meller parking lot issue from the residents. Deputy Director Rico reported that the parking lot is being patrolled every 10-15 minutes by Juan Garcia and the sheriff's department. Director Aranda added that thank you letters were mailed out to the residents who attended the last commission meeting notifying them of the status and actions that were taken to ease the resident's privacy matter. Director Aranda stated that there is not much more that the City can do to address the resident's fence and privacy concerns.
- c) City Website – In response to Commissioner Gomez's concern about posting pictures of Rivera Park, Director Aranda stated that the Rivera Park website page is currently being updated to show pictures of the newly renovated park.
- d) Rivera Park Field Issues – The holes in the fields have been patched up. Director Aranda asked commissioners if they notice any more holes to notify him or park staff.
- e) CYSO Emergency Procedures – Director Aranda reported that Deputy Director Rico spoke at the last Community Youth Sports Organization presidents meeting

regarding emergency situations. Organization Presidents were asked to inform coaches and volunteers as to procedures in reference to calling for emergency services. Director Aranda also communicated that Blue Light Emergency stations will be installed at the park sites that undergo renovations.

- f) Foul Ball Returns – Director Aranda stated that he is currently researching to get the ball returns for the new baseball fields.

3. DIRECTOR’S REPORT

Upcoming Events –Director Aranda introduced the following upcoming events:

1. REACH “Lights on After School” October 18 at Elementary School sites
2. Trick or Treat for Hunger October 20 at Smith Park
3. Halloween Spooktacular October 27 at Pico Park
- Director Aranda invited the Commission to participate as judges for the costume contest.
4. Election Day November 6 at Smith, Rivera, & Pico Parks
5. Flu Shot Clinic November 8 at Senior Center
6. Veteran’s Day Holiday November 11, event date to be determined

Project Updates

1. Rivera Park Projected Completion – Park construction is slowly approaching completion. Concession stand is ninety percent completed. An adjustment needs to be done to a counter to be able to fit the refrigerator. Roof and restrooms are close to completion. The east end of the driveway has been closed due to work being done to the trash enclosure. Irrigation system testing to be done on Monday which calls for all 160 water stations to be tested.
2. Smith Park/Rio Vista Park – Construction is moving right along. Foundations have been poured for the outdoor buildings. Grading is complete. Contract has been awarded to Hellas Construction Inc., as the manufacturer and installer for the synthetic turf. Included in the contract is 3 years of grooming and maintenance and full warranty. Life expectancy for the turf is eight to ten years.

c) Department Information – Director Aranda explained the following:

1. September Program Registration Statistics – The department has had a very successful September for program registrations. Online registrations have increased by 537 percent. Resident senior’s who are not computer savvy have been in opposition of the new fees. In order to assist these seniors, computers are

available at the Senior Center as well as staff and volunteers to guide them through the online registration process.

2. Parks & Recreation Director – Director Aranda announced that an Interim Director will be brought in to oversee the department. Director Aranda could not provide detailed information because a contract has not yet been signed. Once interim is on board Deputy Director will send an email to commission introducing the new Interim Director.
3. Draft Picnic Cabana rules and regulations – Deputy Director Rico reviewed with the commission the proposed rules and regulations for the picnic cabana reservation program.

Picnic Cabana Overview – This document outlines the picnic cabanas available for rental. The following cabanas are available for rental:

- 2 cabanas at Rivera Park, 75-100 capacity
- 1-2 cabanas at Smith Park, information to be determined
- 2 cabanas at Rio Vista Park, 1 cabana available for rental
- 1 cabana at Rio Hondo Park, 300 capacity

Resident discount is available for those events in which there are 75 in attendance or less.

Picnic Cabana Conditions of Use – This document mirrors the facility use application. Residents who wish to reserve a Cabana can do so by reserving online or walking in to a park community center or the Recreation Office. Reservations will be approved immediately once payment and conditions of use have been submitted. Cabanas will be available for reservation from as 8 a.m. to 8 p.m. This document highlights the events and uses that are not allowed on city parks (car shows, equestrian events, dunk tanks, mechanical and pony rides, etc.). The use of amplification equipment such as loud sound systems and disc jockeys are not allowed. Cancellation policy states the following:

- Cancellations received 10 or more days before the event will be charged a 10% cancellation fee.
- Cancellations received less than 10 days before the event will be charged a 25% cancellation fee.

Commercial food vendors must have a City of Pico Rivera business license and a LA County Department of Health Services permit available. No food can be served or sold to the public. Also no glass containers are allowed on any park premises. Director Aranda added that on the days where the CYSO's have big events, the Picnic Cabanas will be available to the organizations first before opening them up to the public for reservation.

Commissioner Gomez asked if the reservation application requires for the event type to be placed. Deputy Director answered stating that yes; the application will be requesting the basic information and the event description will be included.

Commissioner Gomez also asked if there will be a notice posted when a cabana is reserved. Deputy Director responded that yes, once a cabana has been reserved a signage holder will be placed by the reserved cabana and a permit will be placed on it to provide the public of the reservation and its details. The approved permits will also be posted on the City's website. Lastly, Commissioner Gomez asked if there will be signage advertising the rental of picnic cabanas. Deputy Director answered that yes, advertising signage will be placed at all cabanas and ball fields.

Commissioner Torres asked if there is any liability for damage by the applicants. Deputy Director Rico stated that if damage was to occur to a cabana, a note will be placed on the applicants account and if there is proof that damage was caused by an applicant the department has the means for invoicing them. Commissioner Torres also asked if the cabanas are not reserved, are they open for the public to use. Deputy Director Rico responded that yes, at that point they are on a first come, first use basis.

COMMISSIONER'S REPORTS

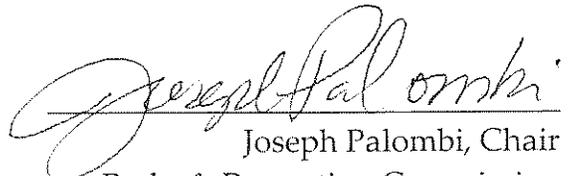
- Gomez** - Reported that he has received amazing compliments on Rivera Park's new look from family and friends.
- Garcia:** - Absent
- Palombi:** - Nothing to report
- Torres:**
- Asked if the home decorating contest will still be held this year and if we will be pre-qualifying the homes? If so, he recommended that Director Aranda get a head start. Director Aranda responded that yes, we will be having the contest and as well be implementing a pre-qualification process.
 - In speaking with RBA president over the weekend, it has been brought to his attention that there is a light pole located right on the third base foul line on the tiny field, which can pose as a safety issue. Director Aranda stated that he was not aware of it but that he will look into it further.
 - Reported that more trash cans are needed at Rivera Park. Recommended placing plastic trash cans by areas where parents are more prone to sit. Director Aranda addressed that he realized the issue right away and he tried placing cardboard and plastic trash bins but were unsuccessful. He stated that he will continue to search for a temporary or permanent solution.
 - Complimented the colored canopies at Rivera Park. Stated that it makes it easier to locate and provide direction to where one is at. Gave kudos to who ever came up with the idea.
- Cruz:** - Congratulated Director Aranda on his retirement and wished him the best of luck.

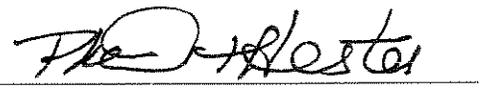
ANNOUNCEMENTS – Deputy Director Rico announced two unrelated incidents that happened at Rio Hondo and Rivera Parks today. 1) At Rio Hondo Park, an individual drove onto the soccer fields and did donut motions on the wet field. Due to the diligence of a fast responding staff member, Sheriff's department arrived within minutes and apprehended the suspect. 2) At Rivera Park, a sewer line underneath the community center building collapsed. Restrooms are closed but portable restrooms have been delivered in the meantime. Public Works department is currently working to repair the line. Deputy Director Rico stated that he anticipates completion of repairs by Tuesday or Wednesday of next week.

Chair Palombi, on behalf of the entire commission, wished Director Aranda the best of luck on his retirement. He also thanked Director Aranda for making him feel welcomed when he first joined the commission. Chair Palombi presented Director Aranda with a retirement gift as a token of their appreciation.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 6:46 p.m. There being no objection it was so ordered.


Joseph Palombi, Chair
Parks & Recreation Commission


Ralph Aranda, Secretary
Director of Parks & Recreation



Monday, October 15, 2012

A regular meeting of the Planning Commission was called to order by Chairperson Zermeno at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

STAFF PRESENT:

Ben Martinez, Director
Julia Gonzalez, Deputy Director
John Lam, City Attorney
Christina Gallagher, Assistant Planner

ROLL CALL:

PRESENT: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

ABSENT: None

FLAG SALUTE: Led by Commissioner Esther Celiz

APPROVAL OF MINUTES:

October 1, 2012

Commissioner Garcia had one correction on the minutes to change Commissioner Garcia to Commissioner Zermeno on page 2.

It was moved by Commissioner Garcia to approve the minutes of October 1, 2012 once the correction was submitted, seconded by Commissioner Elisaldez. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENTS: None

NEW BUSINESS:

a) It was moved by Commissioner Martinez for staff to conduct research on newspaper

stands throughout the City right of ways. The Planning Commission would review and discuss at the next available Planning Commission meeting. Motion seconded by Commissioner Garcia. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

b) REVIEW OF SIGNAGE AND ADVERTISING REGULATIONS AS THEY PERTAIN TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE

Assistant Planner Gallagher presented the staff report dated October 15, 2012. She stated that due to outdated regulations, businesses are having a hard time updating their image. Staff has preliminarily researched parallel projecting signage which would be placed on an architectural projection such as an awning or underneath a canopy. She also discussed perpendicular projecting, often called blade signage, perpendicular to the façade of the building. Pedestrian oriented signage, which is smaller than perpendicular and would be hanging from a wall or walkway would also be considered. Creative signage would allow special deviations from regulations. Staff would develop special sign criteria.

Staff would return within 30 to 60 days with a staff report and possible amendment for Planning Commission consideration.

Commissioner Garcia asked if the architect would be able to present an idea for signage to staff when presenting plans.

Assistant Planner Gallagher replied that an architect would be able to present the idea as well as staff presenting the idea for signage to the architect.

Commissioner Martinez asked if staff was going to create standards for the signs and if this would affect existing signs on businesses.

Assistant Planner Gallagher answered that staff would be proposing development standards for building signs and for creative signage. Also, this would not affect existing businesses and they would be able to update their signs if they choose to.

Commissioner Martinez asked if a business renovated their signs, would the surrounding businesses need to update their signs as well.

Deputy Director Gonzalez answered that these regulations are offering options for the signage. For new developments, staff has been requiring a master sign program, meaning that all businesses would have to abide by the same signage as the first tenant.

Commissioner Elisaldez asked if we have a limit of signs that each business can have.

Staff replied that limiting the signs would be part of this process.

Commissioner Martinez asked if when a shopping center goes through a renovation if staff can implement something to renovate the signs.

Director Martinez answered that staff can research into requiring the renovation signs.

Deputy Director Gonzalez also answered that staff has been encouraging businesses to update the signs. Staff will survey other cities on how they currently encourage their businesses.

Commissioner Celiz thanked staff for recommending this zone code amendment and that this would help make the City look better and be business friendly.

There being no further discussion, it was moved by Commissioner Celiz, seconded by Commissioner Garcia. Motion carried by the following roll call vote:

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSENT: None

ABSTAIN: None

CONTINUED BUSINESS: None.

OLD BUSINESS: None.

PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF October 9, 2012 – Commissioner Elisaldez was unable to attend.
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, October 23, 2012 - Commissioner Zermeno confirmed his attendance.

Deputy Director Gonzalez brought up the email she had sent to the Planning Commissioners regarding the reorganization. The City Council will have their reorganization on December 11, 2012. The ordinance states the Planning Commission must have their reorganization within thirty days after the City Council.

Commissioner Martinez asked if there is a protocol on our reorganization.

Deputy Director Gonzalez responded that we follow the ordinance that is in place.

Deputy Director Gonzalez asked if the deliveries of the Planning Commission Agendas can be done at any time of the day.

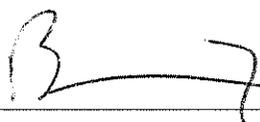
Commissioners responded that any time of the day would be fine.

There being no further business the Planning Commission meeting was adjourned at 6:35 p.m.



Fred Zermeno, Chairperson

ATTEST:



Benjamin A. Martinez, Secretary
Planning Commission
Director of Community and Economic Development



Monday, November 5, 2012

A regular meeting of the Planning Commission was called to order by Chairperson Zermeno at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

STAFF PRESENT:

Ben Martinez, Director
Julia Gonzalez, Deputy Director
John Lam, City Attorney
Guille Aguilar, Senior Planner
Christina Gallagher, Assistant Planner

ROLL CALL:

PRESENT: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

ABSENT: None

FLAG SALUTE: Led by Commissioner Tommy Elisaldez

APPROVAL OF MINUTES:

October 15, 2012

It was moved by Commissioner Martinez to approve the minutes of October 15, 2012 seconded by Commissioner Elisaldez. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARING:

(a) **PUBLIC HEARING: CONDITIONAL USE PERMIT NO. 712 – AN APPLICATION BY SHERRIE OLSON, REPRESENTING 7-ELEVEN, INCORPORATED, TO ALLOW THE OFF-SITE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED 7-ELEVEN CONVENIENCE STORE TO BE LOCATED AT 8543 ROSEMEAD BOULEVARD IN THE GENERAL COMMERCIAL (C-G) ZONED DISTRICT**

Senior Planner Aguilar presented the staff report dated November 5, 2012.

Commissioner Elisaldez asked about a freestanding concrete wall along the side of the proposed 7-Eleven and if any of the parking spaces there are included as 7-Eleven parking.

Senior Planner Aguilar answered that the wall is part of the adjacent burger stand and you can walk over it and the parking on the other side of the wall is not included as 7-Eleven parking.

Commissioner Martinez asked if there was possibility of loitering behind the building. He asked if there were any lights along the back of the building.

Planner Aguilar stated there was no lighting in the back and staff does not feel it is needed since it is facing the adjacent car wash.

Commissioner Celiz has a concern with the nightclubs next door. She asked if the 7-Eleven staff would be trained on dealing with the intoxicated patrons that may come in.

Commissioner Garcia asked if there would be anything in the Conditional Use Permit stating if any issues should arise that they would be required to add lighting in the back.

The applicant Sherrie Olson spoke regarding the Commission concerns. She stated they are willing to add lighting to the back of the building. Ms. Olson also stated that she looked into the two nightclubs in the area. They both have a Type 47 license which is a bonafide restaurant license and both are operating as nightclubs. Ms. Olson brought that to staff's attention in hopes it would be addressed. She also stated that staff is highly trained on how to handle any situations that may arise due to intoxicated patrons.

There being no further discussion, Commissioner Celiz moved to close the public hearing and was seconded by Commissioner Garcia. Motion carried by the following roll call:

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

It was moved by Commissioner Celiz and seconded by Commissioner Garcia to adopt the Resolution recommending the City Council approve Conditional Use Permit No. 712. Motion carried by the following roll call:

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

(b) REVIEW OF SIGNAGE AND ADVERTISING REGULATIONS AS THEY PERTAIN TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE

Assistant Planner Gallagher presented the staff report dated November 5, 2012.

Commissioner Garcia asked in regards to a sign example in presentation. He asked if the secondary signage will look similar to the example.

Planner Gallagher responded in the affirmative.

Commissioner Martinez commended staff on their thorough review of fact checking.

Commissioner Zermeno opened the floor for public hearing.

There being no further discussion, Commissioner Martinez moved to close the public hearing and motion was seconded by Commissioner Garcia. Motion carried by the following roll call:

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

It was moved by Commissioner Martinez and seconded by Commissioner Garcia to adopt the Resolution recommending the City Council approve Zone Code Amendment No. 168. Motion carried by the following roll call:

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENTS: None.

NEW BUSINESS: None.

CONTINUED BUSINESS: None.

OLD BUSINESS: None.

PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF October 9, 2012 – Commissioner Zermeno reported that the City’s water bill will increase within the next five years. The increases will be used to fix the infrastructure.
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, November 13, 2012 - Commissioner Garcia confirmed his attendance.

Commissioner Celiz asked if staff would be looking into the issue brought up by Ms. Olson in regards to the nightclubs that were licensed as restaurants only.

Deputy Director Gonzalez answered that staff would look into that.

Commissioner Celiz asked about the Falcone’s Pizzeria shooting. She stated that Falcone’s has been holding several car washes there.

Deputy Director Gonzalez answered that staff would look into that.

Director Martinez brought up that we have been having issues with car washes recently and that they are not permitted.

Commissioner Martinez asked if we would have information on the newspaper stands within the City.

Deputy Director Gonzalez stated we would have information to present at the next Planning Commission meeting.

Commissioner Garcia asked if we had any information on the Serapis Avenue closure.

Director Martinez answered that the Passons Underpass would be opening before the closure of Serapis Avenue.

Commissioner Celiz stated the school sent a letter home to parents regarding the closure and that they would be putting a temporary bus stop and a shuttle due to the Serapis Avenue closure.

Commissioner Garcia commented that Rex Road would be inundated with traffic to Rosemead Boulevard.

Director Martinez stated we will forward these comments to Public Works.

Commissioner Martinez asked if City Council had secured funds for the grade separation at Durfee Avenue.

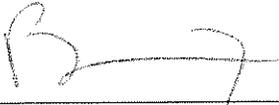
Director Martinez answered in the affirmative. He also mentioned that staff is working on the General Plan update and the Zoning Code Amendment.

There being no further business the Planning Commission meeting was adjourned at 6:45 p.m.



Fred Zermeno, Chairperson

ATTEST:



Benjamin A. Martinez, Secretary
Planning Commission
Director of Community and Economic Development

9th WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR

MEETING DATE: 12/11/12

TOTAL REGISTER AMOUNT: \$3,971,004.05

CHECK NUMBERS: 254465-254834

SPECIAL CHECK NUMBERS: 254463-254464

REGULAR CHECK TOTAL: \$3,970,354.56

SPECIAL CHECK TOTAL: \$649.49

TOTAL REGISTER AMOUNT: \$3,971,004.05



To: Mayor and City Council

From: City Manager

Meeting Date: December 11, 2012

Subject: SECOND READING – ZONING CODE AMENDMENT NO. 168 – AMENDING THE ZONING CODE OF THE PICO RIVERA MUNICIPAL CODE CHAPTER 18.46 SIGNS AND ADVERTISING PERTAINING TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE IN COMMERCIAL AND INDUSTRIAL ZONES

Recommendation:

Adopt Ordinance No. 1073 – amending Chapter 18.46 (Signs & Advertising) of the Pico Rivera Municipal Code pertaining to building identification signage and creative signage for developments within commercial and industrial zones.

Fiscal Impact: No fiscal impact.

Discussion:

On November 13, 2012, the City Council introduced a draft ordinance to amend regulations within the Municipal Code pertaining to building identification signage and creative signage in commercial and industrial zones.

Adoption of Ordinance No. 1073 would enact the amendment to become effective in thirty (30) days.

Ronald Bates

RB:BM:CG:II

Attachment: Ordinance No. 1073

ORDINANCE NO. 1073

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.46 (SIGNS & ADVERTISING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO BUILDING IDENTIFICATION SIGNAGE AND CREATIVE SIGNAGE FOR DEVELOPMENTS WITHIN COMMERCIAL AND INDUSTRIAL ZONES DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 168.

THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The official Zoning Ordinance of the City of Pico Rivera is hereby amended as provided in this Ordinance pursuant to public hearings both before the Planning Commission and City Council.

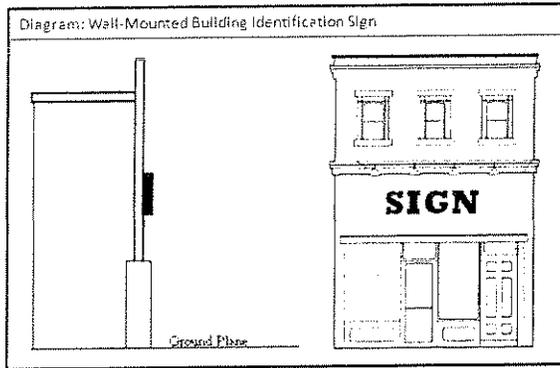
SECTION 2. Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds that there is no possibility that the project will have a significant effect on the environment, and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b) (3) of the CEQA Guidelines that states: “a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”

SECTION 3. The City Council finds that the proposed amendment to the Zoning Code is consistent with the General Plan.

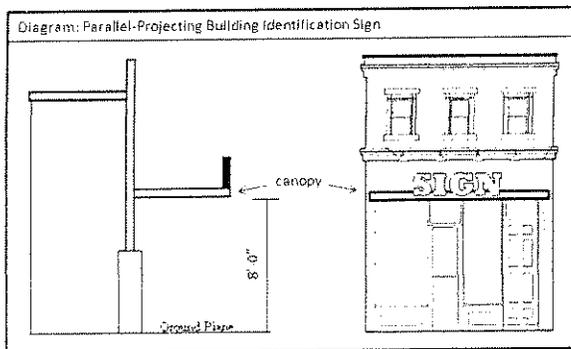
SECTION 4. The City Council further finds that the proposed amendment is consistent with the spirit and integrity of Chapter 18.46, *Signs & Advertising*, of the Pico Rivera Municipal Code.

SECTION 5. Section 18.46.040 of Chapter 18.46, *Signs and Advertising*, of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

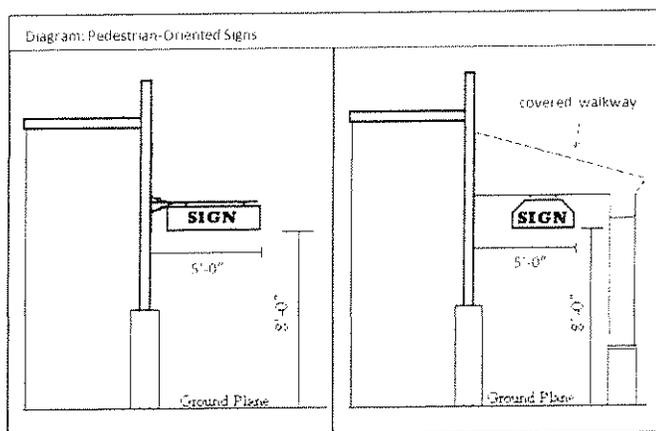
- L. ~~Building Identification Signage. A sign attached parallel to a wall, painted on the surface of, or erected and confined within the limits of an outside wall of any building or structure. A sign is not to project from the face of a wall more than twelve inches, and shall have only one display surface, oriented toward a public street or right-of-way.~~
- 1. Wall-Mounted: A sign attached parallel to a wall erected and confined within the limits of an outside wall of any building. The sign shall have only one display surface, oriented toward a public street or right-of-way. See following diagram:



2. Parallel-Projecting: A sign located parallel to a wall erected and confined within the limits of an outside wall of any building or structure; affixed to, supported by, or an integral part of a projecting architectural feature, such as a metal awning or canopy, that is permanent and not retractable. The sign shall have only one display surface. See following diagram:



- M. Pedestrian-Oriented Signage: A double-faced non-illuminated identification sign installed perpendicular to a building's façade that is either directly attached to the façade or installed under a canopy so as to be suspended perpendicular above the nearest entrance. The sign shall contain only the name of the business. See following diagram:



N. Creative Signage: An accessory sign with a high quality of design that meets the creative design criteria within Section 18.46.060 (B) Note 46.

SECTION 6. Table 18.46.050 of Chapter 18.46, *Signs and Advertising*, of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

Table 18.46.050				
SIGNS AND ADVERTISING REGULATIONS				
A. Permitted Signs and Advertising Regulations	O-S, Public Facilities and P Zones		CPD Zone	IPD Zone
Signs and advertising generally	(12)		(13)	(27)
B. Permitted Signs and Advertising Regulations	R-E, S-F, R-I, and PUD Zones			
	Regulations			
Type Sign	Size	Height	Number	Location
Nameplate	1 sq. ft.	42 inches	2 per lot	(3)
Real estate	9 sq. ft.	6 feet	2 per lot	(3)
Subdivision (17)	150 sq. ft.	12 feet	2 per tract	(3)
Construction	12 sq. ft.	6 feet	1 per lot	(3)
Building identification (36)	20 sq. ft.	6 feet	1 per lot (15)	
Monument signage (36, 38)	40 sq. ft.	5 feet	1 per lot (37)	(3)
Other conditions			(1—5, 10, 14)	
C. Permitted Signs and Advertising Regulations	R-M Zone			
	Regulations			
Type Sign	Size	Height	Number	Location
Nameplate	1 sq. ft.	42 inches	1 per dwelling unit	(3)
Real estate	9 sq. ft.	6 feet	2 per lot	(3)
Subdivision (17)	150 sq. ft.	12 feet	2 per tract	(3)
Construction	16 sq. ft.	6 feet	1 per lot	(3)
Building identification (18, 36)	20 sq. ft.	6 feet	1 per lot (15)	On the wall of a building fronting a dedicated public street
Monument signage (36, 38)	40 sq. ft.	5 feet	1 per lot (37)	(3)
Other conditions			(1—5, 10, 14)	

D. Permitted Signs and Advertising Regulations	P-A Zone Regulations			
Type Sign	Size	Height	Number	Location
Nameplate	2 sq. ft.		1 per business	Above entrance doorway
Real estate	24 sq. ft.	6 feet	2 per lot	(3)
Subdivision (17)	150 sq. ft.	12 feet	2 per tract	(3)
Construction	30 sq. ft.	6 feet	1 per lot	(3)
Directional	6 sq. ft.	42 inches	1	Next to each driveway entrance or exit from off-street parking facilities
Building identification; wall-mounted (21.26)	2 sq. ft. for each front linear foot of building. 75 sq. ft. maximum.		1 per business (2)	Exterior building wall fronting a public street (20)
Freestanding identification (23.24)	1 sq. ft. for each front linear foot of building. May increase 3 sq. ft. for each 1 foot setback from nearest property line to a maximum of 150 sq. ft.	20 feet	1 per lot (19)	On same lot with business it is intended to serve (22)
Freestanding complex (24.25)	1 sq. ft. for each front linear foot of building. May increase 3 sq. ft. for each 1 foot setback from nearest property line to a maximum of 150 sq. ft.	20 feet	1 per lot (19)	On same lot with business it is intended to serve (22)
Creative signage (46)				On same lot with business it is intended to serve
Other conditions			(1—11)	
E. Permitted Signs and Advertising Regulations	C-N Zone Regulations			
Type Sign	Size	Height	Number	Location
Nameplate	2 sq. ft.		1 per business	Above entrance doorway
Real estate	24 sq. ft.	6 feet	2 per lot	(3)
Subdivision (17)	150 sq. ft.	12 feet	2 per tract	(3)
Construction	30 sq. ft.	6 feet	1 per lot	(3)
Directional	6 sq. ft.	42 inches	1	Next to each driveway entrance or exit from off-street parking facilities
Building identification; wall-mounted (21.26)	2 sq. ft. for each front linear foot of building. 75 sq. ft. maximum		1 per business (19)	Exterior building wall fronting a public street (20)
Creative signage (46)			(19)	On same lot with business it is intended to serve
Other conditions			(1—11)	

F. Permitted Signs and Advertising Regulations	C-C, C-G and C-M Zones Regulations			
Type Sign	Size	Height	Number	Location
Nameplate	10 sq. ft. (27)	(28)	1 per business	Store front window and front and/or rear doors (29)
Real estate	36 sq. ft.	6 feet	2 per lot	(3)
Subdivision (17)	150 sq. ft.	12 feet	2 per tract	(3)
Construction	49 sq. ft.	6 feet	1 per lot	(3)
Directional	6 sq. ft.	42 inches	1	Next to each driveway entrance or exit from off-street parking facilities
Pedestrian-Oriented (41)	4 sq. ft. (sign copy area 3 sq. ft. maximum)		1 per public entrance of business (19)	Within 5 feet horizontal of public entrance sign is intended to serve. Shall not be closer than 15 feet from any other pedestrian-oriented sign. (43, 44)
Building identification; wall-mounted or parallel-projecting (21, 26, 41)	3 sq. ft. for each front linear foot of building. 175 sq. ft. maximum		1 per business (16, 19, 31, 39, 42)	Exterior building wall fronting a public street (20, 43, 45)
Freestanding identification (23, 25)	2 sq. ft. for each 25 feet front linear foot of building. May increase 3 sq. ft. for each 1 foot setback from nearest property line to a maximum of 175 sq. ft. (32)	25 feet	1 per lot (19)	On same lot with business it is intended to serve (22)
Freestanding complex (24, 25)	2 sq. ft. for each 25 feet front linear foot of building. May increase 3 sq. ft. for each 1 foot setback from nearest property line to a maximum of 200 sq. ft.	25 feet	1 per lot (19)	On same lot with business it is intended to serve (22)
Creative signage (46)			(19)	On same lot with business it is intended to serve
Window signage	Not to exceed 25% of any window area of each building side fronting a public street or off-street parking facility.		(30)	Within fifteen feet of window(s) fronting a public street or off-street parking facility (34)
Other conditions			(1-11, 33, 35)	
G. Permitted Signs and Advertising Regulations	I-L and I-G Zones Regulations			
Type Sign	Size	Height	Number	Location
Nameplate	2 sq. ft.		1 per business	Above entrance doorway
Real estate	54 sq. ft.	6 feet	2 per lot	(3)
Subdivision (17)	150 sq. ft.	12 feet	2 per tract	(3)
Construction	54 sq. ft.	6 feet	1 per lot	(3)

Directional	6 sq. ft.	42 inches	1	Next to each driveway entrance or exit from off-street parking facilities
<u>Pedestrian-Oriented (41)</u>	<u>4 sq. ft. (sign copy area 3 sq. ft. maximum)</u>		<u>1 per public entrance of business (19)</u>	<u>Within 5 feet horizontal of public entrance sign is intended to serve. Shall not be closer than 15 feet from any other pedestrian-oriented sign. (42, 43)</u>
<u>Building identification; wall-mounted or parallel-projecting (21.26, 41)</u>	3 sq. ft. for each front linear foot of building to a maximum of 300 sq. ft.		1 per business (19, 42)	Exterior building wall fronting a public street. (20, 43, 45)
<u>Freestanding identification (23.24)</u>	1 sq. ft. for each front linear foot of building. May increase 1 sq. ft. for each 1 foot setback from nearest property line to a maximum of 250 sq. ft.	25 feet	1 per lot (19)	On same lot with business it is intended to serve (22)
<u>Freestanding complex (24.25)</u>	1 sq. ft. for each front linear foot of building. May increase 1 sq. ft. for each 1 foot setback from nearest property line to a maximum of 250 sq. ft.	25 feet	1 per lot (19)	On same lot with business it is intended to serve (22)
<u>Creative Signage (46)</u>			(19)	<u>On same lot with business it is intended to serve</u>
Other conditions			(1—11)	

SECTION 7. Section 18.46.060 of Chapter 18.46, *Signs and Advertising*, of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

Note 19. Such signs shall only indicate the name of the tenant for which the sign is intended to serve; any and all proposals to include signage relate relating to services rendered or to the use conducted in the building for which the sign is intended to serve shall be approved for façades with lengths over fifty feet at the discretion of the zoning administrator.

Note 35. New developments and existing developments conducting site renovations, with more than three non-residential tenants require submittal of a master sign program eriteria establishing criteria of uniform letter style, color, dimensions, area and placement. Registered trademarks are exempt.

Note 41. Pedestrian-oriented and parallel-projecting signs are permitted within all commercial and industrial developments. Centers with more than three non-

residential tenants must first obtain approval of a master sign program.

Note 42. Stand-alone businesses or centers with two or more non-residential tenants may install one parallel-projecting sign and one wall-mounted sign on the same building façade(s) only when such stipulations are included within the approval of a master sign program. Signs shall be massed and spaced so as not to create an area encumbered by signage. The sum area of the two signs shall not exceed total allowed per zone.

Note 43. Pedestrian-oriented and parallel-projecting signs shall maintain minimum of eight feet vertical height clearance from the bottom of the sign to the level of pedestrian walkway and no portion of the sign shall project into any driveway, off-street parking area, public right-of-way, roadway, or alley.

Note 44. Pedestrian-oriented signs shall be double-faced and limited to ground floor tenants, all portions of the sign shall project out a maximum of five feet, sign support and brackets shall be compatible and architecturally integrated, and in cases where the minimum fifteen foot distance requirement between pedestrian-oriented signs cannot be accommodated approval may be granted at the discretion of the zoning administrator.

Note 45. Parallel-projecting signs shall be attached to, or an integral part of a projecting architectural feature, installed parallel to and confined within the limits of the façade of the business the subject sign is intended to serve with only one display surface. Cabinet signs are not permitted as parallel-projecting signs.

Note 46. Creative signage. The intent of a creative sign is to encourage signs of unique design that exhibit a high degree of imagination, inventiveness, and spirit and provide a process that will allow creatively designed signs that make a positive visual contribution to the overall image of the city, while mitigating the impacts of large or unusually designed signs.

a. Design Criteria. When approving a creative sign, the approving authority shall ensure that a proposed sign meets the following:

i. Design Quality. The sign shall constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area, be of unique design and exhibit a high degree of imagination, inventiveness, and spirit, and provide a strong graphic character through the imaginative use of color, graphics, proportion, quality materials, scale, and texture.

ii. Contextual Criteria. The sign shall contain at least one of the following elements classic historic design style, demonstrated trademark or logo is integral to the business, creative image reflecting current or historic character of the city, or inventive representation of the use, name, or logo

of the structure or business.

- iii. Architectural Criteria. The sign shall utilize the architectural elements of the building, be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features or details of the façade.
- iv. Impact to Surrounding Uses. The sign shall be located and designed not to cause light and glare impacts nor a public nuisance on surrounding uses, especially residential uses, nor threaten the health, safety, and welfare of the public. Any and all impacts shall be mitigated to eliminate any possible public nuisance to surrounding uses.
- b. Approval authority. Subject to zoning consistency review approved by zoning administrator when the maximum development limitations per zone are not exceeded. In all other cases approval of a conditional use permit shall be required per Chapter 18.56, with the findings per Section 18.56.090 as herein modified:
 - i. The proposed signage is consistent with the purpose of creative signage and meets all design criteria within subsection 18.46.060 (B) Note 46 (a) of this section;
 - ii. The proposed project can be adequately conditioned so as not to endanger, jeopardize, or otherwise constitute a menace to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;
 - iii. The new structure is compatible with the scale, bulk and mass of existing structures in the vicinity of the subject property, and does not impair the integrity and character of the zoning district in which it is to be located;
 - iv. That the creative design is not close to other design features, signage that causes an over-bearing visual nuisance;
 - v. That adequate consideration for the protection of the environment has been satisfactorily demonstrated; and
 - vi. The granting of such creative sign approval will be consistent with the provisions and objectives of the general plan.

SECTION 8. Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reason, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are no newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be published in accordance Government Code Section 6040 and in a manner required by the Pico Rivera Municipal Code. This Ordinance shall take effect thirty days following its final passage.

APPROVED AND ADOPTED this ____ day of _____, 2012 by members of the City Council of the City of Pico Rivera, voting as follows:

Bob J. Archuleta, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



To: Mayor and City Council

From: City Manager

Meeting Date: December 11, 2012

Subject: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL SCIENCE ASSOCIATES, INC. (ESA) FOR COMPLETION OF THE 2013-2021 HOUSING ELEMENT

Recommendation:

Approve Professional Services Agreement for Environmental Science Associates, Inc. (ESA) in the amount not to exceed \$47,000 for the 2013-2021 Housing Element and compliance with the California Environmental Quality Act.

Fiscal Impact:

The City's Housing Element for the 2013-2021 planning period is funded in Capital Improvement Project (CIP) Account Number 210-7320-44500-00021194 as part of the City's General Plan Update.

Discussion:

State law requires cities to adopt a comprehensive, long-term General Plan to establish the community's goals and policies and plan for future land uses. There are seven elements (chapters) mandated that serve as the framework for a general plan. The seven elements are as follows: (1) Land Use, (2) Circulation, (3) Housing, (4) Conservation, (5) Open Space, (6) Noise and (7) Safety. The Housing Element is the only element required to be updated every eight years and subject to state review and approval while the remaining elements are typically updated every 15 to 20 years and not reviewed by the state.

The Housing Element identifies the plan for the City's existing and projected housing needs. It does not require cities to construct the units but to identify the areas within the City that have the capacity to contain the units. The Southern California Association of Governments (SCAG) is assigned with the task of projecting and allocating the number of housing units, called the Regional Housing Needs Assessment (RHNA), for

each city within the Southern California region. Housing Elements for the 2013-2021 planning cycle must be adopted by October 15, 2013.

Among the major changes to the housing element is requiring consistency with SB375, reducing greenhouse gases (GHGs) in the SCAG metropolitan planning area. To achieve consistency, housing elements must utilize strategies such as mixed-use, infill development and transit-oriented development to attain GHGs reductions.

The City requested informal bids from three consulting firms; Environmental Science Associates (ESA), Inc, Hogle-Ireland and Webb Associates. Below is a summary table of the bid results.

No.	Firm	Bid	Comments
1.	Hogle-Ireland	\$45,000	<ul style="list-style-type: none">• Does not include multiple community meetings
2.	ESA, Inc.	\$47,000	<ul style="list-style-type: none">• Includes CEQA compliance• Includes 2 community meetings• Includes 3 public hearings
3.	Webb Associates	\$50,000	<ul style="list-style-type: none">• Does not include CEQA compliance

Staff determined the ESA, Inc. proposal to be the most thorough and cost effective. The Webb Associates' bid did not include CEQA compliance and Hogle-Ireland did not include multiple community meetings which are a requirement to demonstrate public outreach. The ESA, Inc. proposal provided sufficient information to determine compliance with state requirements and certification from the State Housing and Community Development (HCD) Department. Staff also recommends ESA, Inc. because they are the consultants leading the comprehensive General Plan and Zoning Ordinance update and their expertise regarding specific conditions in Pico Rivera should expedite the process of state approval.



Ronald Bates

RB:BM:JG:ll

Attachment: Environmental Science Associates, Inc. Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
ENVIRONMENTAL SCIENCE ASSOCIATES, INC.
FOR THE 2013-2021 HOUSING ELEMENT**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Environmental Science Associates, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant to *prepare the 2013-2021 Housing Element and associated California Environmental Quality Act compliance and obtain certification from the State Department of Housing and Community Development.*

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal dated December 3, 2012 attached hereto as Exhibit A and fully incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth on the "Fee Proposal" of Consultant's proposal dated December 3, 2012 to City attached hereto as Exhibit A.

3.3 "Commencement Date": December 18, 2012

3.4 "Expiration Date": January 1, 2014.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **\$47,000** unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and

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regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. *Lloyd Zola, Senior Vice President* shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf

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of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the

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term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Julia Gonzalez
Deputy Director
Community & Economic Development Department
City of Pico Rivera
6615 Parsons Boulevard
Pico Rivera, California 90660-1016
Phone: (562) 801-4332

If to Consultant:

Lloyd Zola
Senior Vice President
Environmental Science Associates, Inc.
626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
Phone: (213) 599-4300

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on

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sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any

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conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

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affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

City of Pico Rivera:

Anna M. Jerome, Assistant City Clerk

By: _____
Bob J. Archuleta, Mayor

Date: _____

APPROVED AS TO FORM:

Consultant:

Arnold M. Alvarez-Glasman, City Attorney

By: Lloyd Zola
Lloyd Zola, Senior Vice President

Date: 12-5-2012

December 3, 2012

"EXHIBIT A"

Ms. Julia Gonzalez,
Senior Planner
City of Pico Rivera
Community Development Department
6615 Passons Boulevard
Pico Rivera, CA 90660

Subject: Contract Amendment for the Pico Rivera General Plan Update (Housing Element)

Per your request, we are submitting a contract amendment proposal to include preparation of an updated Housing Element into the General Plan update process. The following scope of work assumes that much of the information gathered for the 2008 Housing Element will be applicable the Housing Element for the 2013-2021 planning period, including policies and programs, as well as information gathered for Baseline Report for the General Plan update. For example, the demographic data and population and housing characteristics for the Housing Element will be updated using the 2010 US Census Data that was gathered for the General Plan Update Baseline Report. In addition, ESA will need to work closely with City staff to gather information related to at-risk housing and any other information that may have changed from the existing Housing Element.

Our specific tasks related to the creation of a new Housing Element are detailed below. This scope of work has been developed based upon preliminary discussions with the City of Pico Rivera staff, available Housing Element update information, and ESA's professional qualifications and experience with the preparation of Housing Element updates. This scope may be pared down or enhanced, depending on final scoping with the City. Additional tasks required beyond this scope of work will require a contract modification and additional budget.

Evaluate and Update Data and Information Used for the Current Housing Element

ESA will assist in compiling updates, if any, to the following information:

- Number of new housing starts;
- Number of and type of housing completed;
- Number of permits (by address and/or parcel number) issued for upgrading existing homes;
- Type of housing constructed (multi-family, condominiums, single-family, group homes, congregate care facilities, mobile homes, manufactured homes, etc.) by number of units and location in each category;
- Housing at-risk for conversion;
- Type of state and federal housing programs (by number of units) used, as applicable;
- Housing constructed by non-profits;
- Amount and type of affordable housing constructed;
- Number of affordable housing units converted to market-rate;
- Number of units purchased under city programs to encourage homeownership;

Ms. Julia Gonzalez
December 3, 2012
Page 2

- Number of substandard units;
- The most recent fee schedule;
- City procedures for issuing permits and processing reports of inspections;
- Number and types of units demolished; and
- Other types of other programs established by the City and current status.

ESA has acquired the GIS layers and property database from Los Angeles County, which we have updated and refined during the preparation of the Baseline Report to more accurately reflect the existing conditions specific to the City of Pico Rivera.

ESA will comprehensively assess the current status of housing and compare it with the City's current Housing Element goals, objectives, policies, and programs. ESA will also make recommendations to strengthen (or jettison) current goals, objective, policies, and programs. ESA will ensure that all applicable legislative mandates since the last Housing Element update are addressed in the updated Housing Element.

Housing Needs Analysis

Using a variety of sources, including HCD's Building Blocks (recommended approaches and tables for specific analyses); and data from SCAG; the City of Pico Rivera; the 2010 U.S. Census Data; the State Departments of Finance and Employment Development; and other sources such as DataQuick, ESA will provide the analysis of housing needs as required by HCD. This will include trends in employment by employment sector, and will also include available data from 1990 through the current U.S. Census Bureau 2010 estimates, and updated information available from various state departments. As issues arise, ESA will consult with HCD.

Land Use Inventory

Using sources from the City, as well as ESA's database of parcels in Los Angeles County (including the recent information gathered for the General Plan update), ESA will compile a spreadsheet that includes the information requested for underutilized sites. The current Housing Element identifies an adequate number of parcels to accommodate the new RHNA requirements (assuming higher densities at many of the parcels). In addition, a sites inventory for the Housing Element can also be incorporated into the current ongoing effort to develop the land use alternatives for the General Plan update. Therefore, ESA assumes that the effort related to the sites inventory can be streamlined.

Evaluation of Housing Constraints

Working with the City, ESA will evaluate governmental and non-governmental constraints related to housing, including public services and infrastructure (which would also be examined as part of the environmental documentation), and codes and code enforcement. ESA is also already aware of many state and federal housing constraints. ESA will likely use a data sources such as DataQuick to evaluate average construction costs, available financing, and land costs, which have changed substantially in recent years and are likely to continue to change.

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Special Housing Needs Analysis

For the next planning period, HCD has focused on unique housing constraints and needs related to the elderly (seniors); female-headed and large households; the homeless; first-time homebuyers; persons with disabilities; and extremely low-, very low- and low-income households. Using data from the U.S. Department of Housing and Urban Development, as well as data available from local and county agencies, and HCD's Building Blocks, ESA will provide a comprehensive analysis of these groups with special housing needs.

Preservation of Assisted Units

Incorporating the information provided by the City, ESA will provide a discussion of the City's approach and resources available to preserve existing units. ESA will investigate resources for preservation, identify a reasonable quantifiable target for number of units to be preserved; and the number of units, particularly affordable units, at risk of being converted to market rate.

Establish Goals, Policies, and Quantified Objectives

Working with the City, ESA will craft (and re-craft) goals, objectives, and policies for the new planning period, and identify the implementing agency.

Establish Housing Programs

ESA will research and identify housing programs that seem to be appropriate and complement the City's goals, objectives, and policies.

Review Internal Consistency

ESA will provide a final review of the Housing Element to ensure that it is internally consistent and ensure that it is consistent with the rest of the General Plan elements, as applicable.

HCD Review

ESA will coordinate review of the updated Housing Element by HCD, and will base its work on HCD documents that encourage specific analyses. ESA will consult with the staff assigned to the Pico Rivera Housing Element on an ongoing basis to obtain as much information as possible in order to reduce the review time to the extent possible. We will work closely with HCD and the City to ensure that the Housing Element meets State requirements. Following adoption of the Final Housing Element by the City Council, ESA will transmit a marked-up copy of the adopted Element to HCD indicating how the Element has been revised (if any revisions did occur) since it was initially submitted to HCD. This task will involve the following:

- A summary of each HCD comment;
- Development of draft analysis and narratives to address each comment;
- City Staff review of draft responses to HCD review comments; and
- Transmittal of the responses to HCD for review and comment.

The transmittal (for certification) of the adopted Housing Element to the State has been scheduled for July 2013. We will maintain ongoing communication with HCD until the Housing Element is certified.

Ms. Julia Gonzalez
December 3, 2012
Page 4

Community Input (Up to two meetings)

Up to two community meetings will be held to solicit community input prior to formal public hearings. We recommend that these public input meetings be held at a regularly scheduled Planning Commission and/or City Council meeting. For example, upon completion of a draft Housing Element, we typically facilitate a “Housing Element 101” informational workshop and study session with the Planning Commission and City Council. These workshops/study sessions are open to the public, to inform them of the Housing Element update process, and collect their input on the draft housing element. Key stakeholders and the community are also invited via our targeted invitations and flyers.

Preparation of Screencheck and Administrative Draft Housing Element

ESA will incorporate comments from the City (this assumes one set of consolidated comments from all City departments) for each review. ESA will work with the City to ensure that the City has or can easily produce the requisite copies of the Draft Housing Element needed at workshops, briefings, meetings, and/or hearings. ESA will also produce hard copies, as well as CDs, as needed.

Preparation of Final Housing Element

ESA will incorporate comments from the City (this assumes one set of consolidated comments from all City departments). ESA will also provide the copies needed by the City in the form of hard copies (not to exceed 25) and CDs, as needed.

CEQA Compliance

ESA will prepare an Initial Study for the Housing Element concurrently with the Housing Element update process. To the extent possible, we will draw conclusions from prior environmental documentation conducted for the General Plan and the 4th cycle Housing Element update. ESA assumes the Initial Study will substantiate the adoption of an Initial Study(IS)/(Mitigated)(M) Negative Declaration(ND). The IS/(M)ND will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects, and an analysis of consistency with existing plans and land use controls.

At the conclusion of the 30-day public review, response to comments will be prepared, constituting the Final/(Mitigated) Negative Declaration. If necessary, a Mitigation Monitoring Program with appropriate mitigation measures will accompany the Final (M)ND. This documentation will be brought to the Planning Commission and City Council for review and adoption.

Public Hearings (3)

ESA will attend and participate in one Planning Commission public hearing and two City Council hearings on the Housing Element.

Cost Estimate

ESA estimates the cost for the services outlined above will not exceed **\$47,000**. Per our existing contract, our services will be billed monthly on a milestone (percent complete) basis. Should the need arise for additional professional services beyond those set forth in the scope of services due to revisions to the project, the regulatory

Ms. Julia Gonzalez
December 3, 2012
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environment, requirements exceeding our specified budget allowances, ESA will only undertake such additional services upon receipt of authorization by the City of Pico Rivera.

Please review the enclosed scope of work and if acceptable, authorize below and return to ESA. ESA looks forward to discussing this proposal with the City in the near future. I can be contacted at 213.599.4300 or by e-mail at lzola@esassoc.com.

Sincerely,



Lloyd Zola,
Senior Vice President; Community Development Practice Leader

Authorization to Proceed:

City of Pico Rivera

Date



To: Mayor and City Council
From: City Manager
Meeting Date: December 11, 2012
Subject: TREASURER'S REPORT – SEPTEMBER 30, 2012

Recommendations:

Receive & file Quarterly Treasurer's Report for the quarter ending September 30, 2012.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

Attached is the Investment Report for the quarter ending September 30. Cash and Investments this quarter totaled \$41,955,112 consisting of \$4,322,117 in demand deposit accounts; \$17,057,749 in the State Local Agency Fund (LAIF); and \$20,575,246 of bond investments.

All investments are maintained in accordance with California Government Code Section 53601 and the City's investment policy. All idle funds are invested in LAIF which provide the highest liquidity should the City need to withdraw its funds. The Director of Finance certifies that the funds are invested to provide sufficient cash flow for a period of six months.

mm 
Ronald Bates

MM

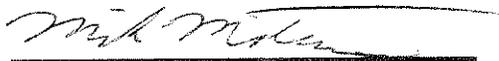
Attachment 1 – Treasurer's Report for Quarter Ending September 30, 2012.

September 30, 2012

September 2012 Treasurer's Report

I certify that the attached Treasurer's Report reflects all government agency pooled investments and is in compliance with the Investment Policy of the City of Pico Rivera. A copy of this policy is available at the office of the City Clerk.

Based upon prior experience, it is felt that the investment program herein shown provides sufficient pooled cash flow liquidity to meet estimated expenditures for the next six months.



Mike Matsumoto
Assistant City Manager/Finance Director

Date: 11/20/2012

CASH BALANCE BY FUND

CITY OF PICO RIVERA
 TREASURER'S REPORT
 September 30, 2012

FUND	GL NO	TITLE	BALANCE			BALANCE
			07/01/2012	INCREASES	DECREASES	
010	010-10100	GENERAL FUND	692,899	6,279,785	(10,659,166)	(3,886,481)
011	011-10100	GENERAL FUND DEBT SERVICE	152,886	118	-	153,004
012	012-10100	PEBO (GASB45) FUND	3,000,000	-	-	3,000,000
013	013-10100	GEN FUND RESERVE - LEAVE LIABILITY	737,506	-	-	737,506
014	014-10100	GEN FUND RESERVE - CRA CONTINGENCY RESERVE	1,900,000	-	-	1,900,000
015	015-10100	GENERAL FUND RESERVE	4,500,000	-	-	4,500,000
016	016-10100	ECONOMIC STABILIZATION	1,530,031	-	(37,073)	1,492,958
017	017-10100	IMAGE ENHANCEMENT FUND	2,795,938	10,767	-	2,806,705
020	020-10100	SEWER	-	-	-	-
040	040-10100	GAS TAX	-	361,703	-	361,703
041	041-10100	STATE RELINQUISHMENT FUND	-	-	-	-
050	050-10100	TRANSPORTATION DEV. TAX	(6,349)	6,349	-	(0)
070	070-10100	PARK DEVELOPMENT	47,450	35	-	47,486
090	090-10100	PROPOSITION A - TRANSP.	137,681	257,607	(272,821)	122,468
095	095-10100	PROPOSITION C - TRANSP.	1,299,566	214,094	(47,163)	1,466,497
096	096-10100	MEASURE R FUND	1,127,169	157,997	-	1,285,166
160	160-10100	SYEP	5,626	-	-	5,626
200	200-10100	AIR QUALITY IMPROVEMENT FUND	58,602	19,592	(6,845)	71,349
210	210-10100	CAPITAL IMPROVEMENT	2,927,185	1,198,648	(4,116,321)	9,512
211	211-10100	GENERAL PLAN CIP FUND	-	400,000	-	400,000
212	212-10100	FINANCIAL SYSTEM REPLACEMENT FUND	-	521,000	(3,275)	517,725
300	300-10100	2009 LRB PROJECT FUND	(1,284,970)	-	(506,112)	(1,791,082)
450	450-10100	EQUIPMENT REPLACEMENT	1,440,457	341	(5,446)	1,435,352
510	510-10100	LOW AND MODERATE HOUSING	-	-	-	-
511	511-10100	HOUSING AGENCY - L&M	2,223,979	1,721	(1,295)	2,224,406
520	520-10100	REDEVELOPMENT	-	10,000	(10,000)	-
531	531-10100	SECTION 8	1,207,924	1,490,512	(1,521,383)	1,177,053
540	540-10100	ASSMT DIST 95-1 IMPROVMT FUND	42,335	166	-	42,500
545	545-10100	LIGHTING ASSESSMENT DISTRICT	(58,490)	82,821	(230,231)	(205,899)
546	546-10100	PARAMOUNT/MINES ASSESSMENT DIST	26,703	21	-	26,724
547	547-10100	FLOSSMOR RD. SEWER ASSESSMENT	3,360	3	-	3,363
550	550-10100	WATER AUTHORITY	(4,049,337)	2,195,347	(2,053,006)	(3,906,996)
550	550-10108	WRD	755,222	222,562	-	977,783
551	551-10100	WATER ENTERPRISE FUND (OLD)	1,000,000	779	-	1,000,779
570	570-10100	GOLF COURSE	(231,035)	353,680	(245,477)	(122,832)
570	570-10106	GOLFLINKS	223,608	188,551	(353,320)	58,838
590	590-10100	SPORTS ARENA	116,791	50,095	(5,951)	160,935
600	600-10100	BICENTENNIAL CAMPGROUND	-	-	-	-
630	630-10100	COMMUNITY DEVELOPMENT	(282,078)	404,905	(214,048)	(91,222)
631	631-10100	CDBR-R GRANT	-	-	-	-
633	633-10100	E.D.A. GRANT FUND	-	-	-	-
634	634-10100	E.D.A.- DEVELOPER FEES	2,633,109	2,041	(15,374)	2,619,776
635	635-10100	EPA SEWER GRANT	-	-	-	-
636	636-10100	MONTEBELLO BUS GRANT	-	-	-	-
638	638-10100	Federal Aid STPL5351 Fund	(627,000)	498,612	-	(128,388)
639	639-10100	FEDERAL ARRA GRANT	(25,673)	25,673	-	-
640	640-10100	HOME PROG.GRANT FUND	495,686	7,304	(35,561)	467,429
645	645-10100	FEDERAL EARMARK	-	-	-	-
650	650-10100	CALHOME GRANT	153,521	-	-	153,521
670	670-10100	USED OIL RECYCLE GRANT	32,034	17	(3,218)	28,833
675	675-10100	CA BEVERAGE CONTAINER GRANT	56,217	37	(2,701)	53,554
677	677-10100	CA INTEGRATED WASTE MGT BOARD GRANT	-	-	-	-
681	681-10100	PEDESTRIAN SAFETY PROGRAM GRANT	-	-	-	-
690	690-10100	REACH GRANTS	491,314	621,156	(318,175)	794,295
697	697-10100	MISCELLANEOUS LOCAL GRANTS	4,202	-	-	4,202
698	698-10100	MISCELLANEOUS FEDERAL GRANTS	(699,692)	585,772	-	(113,920)
699	699-10100	MISCELLANEOUS GRANTS	(978)	-	-	(978)
700	700-10100	URBAN OPEN SPACE & RECREATION	-	-	-	-
715	715-10100	STATE PARK FUNDS	-	-	-	-
716	716-10100	PROP 12 - PARKS FUNDS	-	-	-	-
717	717-10100	PROP 40 - CALIFORNIA PARK FUNDS	-	-	-	-
718	718-10100	STATE GRANT TCRF PASSON	(2,444,497)	1,167,023	(631,904)	(1,909,378)
719	719-10100	PROP 18 STREET GRANT	-	-	-	-
720	720-10100	SAFE ROUTES TO SCHOOL(SR2S)	-	-	-	-
740	740-10100	FEDERAL AID URBAN FUND	-	-	-	-
743	743-10100	DEPT OF INTERIOR-URBAN PARK & REC RECOVERY PROGRAM	-	-	-	-
745	745-10100	FEMA	-	-	-	-
790	790-10100	COUNTY PARK BOND (PROP A)	-	-	-	-
850	850-10100	DEBT SERVICE FUND	-	-	-	-
851	851-10100	SUCCESSOR - DS	1,253	2,019,599	(1,416,148)	604,703
852	852-10100	REDEVELOPMENT OBLIGATION RETIREMENT FUND	1,326,982	342	-	1,327,325
853	853-10100	BOND DEFEASANCE FUND	-	513,150	(120,100)	393,050
854	854-10100	SUCCESSOR SALES TAX	530,000	535,000	-	1,065,000
860	860-10100	DEBT SERVICE FUND FOR 2009 LEASE REVENUE BOND	-	-	(1,444,319)	(1,444,319)
990	990-10100	DEPOSIT LIABILITY ACCOUNT	1,037,431	45,031	(27,934)	1,054,528
995	995-10100	SEWC JOINT POWERS AUTHORITY	-	248,383	(18,674)	229,709
		TOTALS	25,004,567	20,698,339	(24,323,040)	21,379,867

CITY OF PICO RIVERA
 TREASURER'S REPORT
 September 30, 2012

TYPE OF INVESTMENT	ISSUER/ BROKER	INTEREST RATE	FISCAL YTD INTEREST INCOME	BOOK VALUE	PAR VALUE	CURRENT MARKET VALUE (C.M.V.)	SOURCE OF C.M.V.
DEMAND DEPOSIT ACCOUNTS:							
WELLS FARGO GEN ACCOUNT		0.00%	-	2,708,788	2,708,788	2,708,788	
WELLS FARGO WRD ACCOUNT		0.00%	-	977,783	977,783	977,783	
WELLS FARGO GOLFLINKS		0.00%	-	58,838	58,838	58,838	
WELLS FARGO SEC 8 ACCOUNT		0.00%	-	561,679	561,679	561,679	
WELLS FARGO SEC 8 ESCROW ACCT		0.00%	-	15,028	15,028	15,028	
			-	4,322,117	4,322,117	4,322,117	
LOCAL AGENCY INVESTMENT FUND ACCOUNTS:							
CITY LAIF ACCT#98-19-653		0.36%	16,212	16,457,403	16,457,403	16,457,403	
HOUSING ASSISTANCE AGENCY #25-19-002		0.36%	536	600,346	600,346	600,346	
			16,748	17,057,749	17,057,749	17,057,749	
TOTAL CASH & INVESTMENTS			16,748	21,379,867	21,379,867	21,379,867	
FISCAL AGENT (TRUSTEE) INVESTMENTS:							
PICO RIVERA WATER AUTHORITY, REVENUE BONDS 1999							
(WATER SYSTEM PROJECT) PICO 99 A&B - BOND FUND	US BANK	0.00%	-	683,776	683,776	683,776	US BANK
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	-	600,000	600,000	600,000	US BANK
FEDERAL TREASURY OBLIGATIONS FUND			-	1,283,776	1,283,776	1,283,776	
PICO RIVERA WATER AUTHORITY, REVENUE BONDS 2001							
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	-	3,232,988	3,232,988	3,232,988	US BANK
PICO RIVERA REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS, 2001 PROJ	US BANK	0.00%		294,096	294,096	294,096	US BANK
PFA 2009 BONDS							
BNY MELLON TRUST COMPANY	BNY	0.00%	401	15,764,387	15,764,387	15,764,387	BNY
TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS			401	20,575,246	20,575,246	20,575,246	

Note: * The Pico Rivera Water Authority owns all of the outstanding Pico Rivera Redevelopment Agency Project No. 1 2001 Tax Allocation Refunding Bonds



To: Mayor and City Council
From: City Manager
Meeting Date: December 11, 2012
Subject: PASSONS BOULEVARD UNDERPASS PROJECT, PHASE III,
CIP NO. 20053 - AWARD CONSTRUCTION CONTRACT

Recommendation:

Award a construction contract in the amount of \$540,409 to Sequel Contractors, Inc. for the Passons Boulevard Underpass Project, Phase III, CIP No. 20053, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

Fiscal Impact: \$620,000 (Traffic Congestion Relief Program, State Grant Funds)
CIP Account No. 210-7300-44500-00020053

Discussion:

On October 23, 2012, the City Council approved plans, specifications and estimate, and authorized staff to advertise for receipt of bids for the third phase of construction of the Passons Boulevard Underpass Project.

Phase III improvements include roadway rehabilitation along Rivera Road necessary to resurface pavement damaged during construction; a traffic signal at the new intersection of Rivera Road and Passons Boulevard necessary to provide for safe use of the new intersection by students, pedestrians and motorists; a traffic signal modification at the intersection of Slauson Avenue and Passons Boulevard necessary to accommodate the new Passons Boulevard alignment; and reestablishment of fire access (fire lane) for Maizeland School necessary to meet the requirements of the Los Angeles County Fire Department.

On October 30, 2012, and November 13, 2012, the City Clerk advertised construction of the project. Twelve (12) bids were received on November 28, 2012 with the following results:

	<u>Contractor</u>	<u>Bid Amount</u>
1.	Sequel Contractors, Inc.	\$540,409
2.	Excel Paving	\$594,869
3.	All American Asphalt	\$595,000

COUNCIL AGENDA REPORT – MTG. OF 12/11/12
PASSONS BOULEVARD UNDERPASS PROJECT, PHASE III, CIP NO. 20053 - AWARD
CONSTRUCTION CONTRACT
Page 2 of 2

Note: Only the three lowest bids are listed above, the complete Bid Log is in Attachment "A."

After completion of the bid analysis, Sequel Contractors, Inc. was confirmed to be the lowest, responsible bidder and is recommended for the contract. The \$540,409 bid is \$19,591 or 3.5% lower than the Engineers Estimate of \$560,000. The total construction budget is \$620,000 and is funded with State Grant Funds.

Sequel Contractors exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. They have performed similar projects in the cities of Glendale, Westminster and Anaheim.

The anticipated schedule for the project is as follows:

- Award Construction..... December 2012
- Start Construction..... January 2013
- Complete Construction..... April 2013

Construction management and inspection services will be provided by Harris and Associates, while construction support services will be provided by HDR Engineering under their current contracts.



Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Attachment "A" – Bid Log
- 2) Attachment "B" - Construction Agreement
- 3) Attachment "C" - Project Limits

**PASSONS BOULEVARD UNDERPASS PROJECT
PHASE III, CIP NO. 20053**

BID LOG

No.	Contractor	Total Bid
1	Sequel Contractors	\$540,408.75
2	Excel Paving	\$594,896.20
3	All American Asphalt	\$595,000.00
4	Shawnan	\$598,312.40
5	Yakar	\$598,938.65
6	United Paving Co.	\$630,417.40
7	Silvia Construction	\$645,558.65
8	EC Construction	\$647,812.65
9	Gentry Brothers	\$649,195.50
10	Greenland Construction	\$663,210.05
11	PTM General Engineering	\$672,024.60
12	Sully-Miller Contracting	\$698,496.70

AGREEMENT NO. _____
PUBLIC WORKS CONTRACT SERVICES AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 20053
PASSONS BOULEVARD PHASE III SUPPLEMENTAL IMPROVEMENTS PROJECT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 11th day of December 2012 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and Sequel Contractors, Inc. (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. City requires services for the construction of Capital Improvement Project No. 20053, Passons Boulevard Phase III Supplemental Improvements Project. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions, Special Provisions – Part 2, Special Provisions – Part 3, General Provisions, Proposal, Instruction to Bidders, Bidder's Proposal, Bidder's Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Notice of Award, Notice to Proceed, Change Order, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Location Map, Traffic Signal Plan, Traffic Signal Modification Plan, Street Improvement Plans, Maizeland Improvement Plan, and Striping Plan, Supplemental Information Form, Tax Identification Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

1.3 **Order of Preference of Documents** - In the event of an inconsistency among the Contract Documents, the Contract Documents shall have the following order of preference:

1. 2009 Greenbook
2. This Agreement
3. Special Provisions
4. Caltrans Standard Specifications
5. Caltrans Standard Plans

1.4 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said extra work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

2. GENERAL CONDITIONS

2.1 **Compliance with Law** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

2.2 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.2.

2.3 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.4 **Care of Work** - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence.

2.5 **Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.6 **Prevailing Wage Laws** - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the Director of Public Works and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2.7 **Type of Contractor's License.** The Contractor shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:

Class A – General Engineering Contractor

2.8 **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Five Hundred Forty Thousand Four Hundred Eight Dollars and Seventy Five Cents (\$540,408.75) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.5. The Contract

Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

3.3 Retention of Funds - Progress payments shall be made in accordance with the provisions of Section 2.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence - Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within thirty (30) working days.

4.3 Force Majeure - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term - Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the work by the Contract Officer.

5. COORDINATION OF WORK

5.1 **Representative of Contractor** - The following principal of Contractor are hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Daniel Bustamante, Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 **Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 **PERS Eligibility Indemnity** - In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation benefit, or any incident of employment by the City and entitlement to any contribution to be paid by the City for employee contribution and or employee contribution for PERS benefits.

5.6 Identity of Persons Performing Work - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.7 Utility Relocation - City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.8 Trenches, Excavations and Unknown Conditions - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.4 of this Agreement.

c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

5.9 **Trench and Pipeline Safety** – If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence
	Risk of Loss Insurance	
	Acts of God Insurance	

CONDITIONS:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A"-minus or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Pico Rivera, California.

Any insurance maintained by the City of Pico Rivera shall apply in excess of, and not combined with, insurance provided by this policy.

The City of Pico Rivera, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this Agreement, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the

City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Indemnification - Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

e) City shall provide written notice to Contractor of any third party claims in accordance with Public Contracts Code 9201.

The Contractor's indemnification obligations pursuant to this Section 6.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.3 Labor and Materials Bond, Performance Security and Warranty

Security - Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance security each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the payment of subcontractors, laborers and materialmen, and the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond or security shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. Prior to the acceptance of the work by the City, Contractor shall deposit with the City a Warranty Bond or Security in the amount of 50% of the amount of this Contract and in a form provided by the City warranting the work and materials for a period of one year from the date of acceptance by the City.

6.4 **Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.5 **Substitution of Securities** - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement for the work to be performed will be permitted at the request and expense of the successful bidder.

7. RECORDS AND REPORTS

7.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement

as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 **Records** - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

8. ENFORCEMENT OF AGREEMENT

8.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.2 shall be a condition precedent to

bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.3 **Dispute Resolution** – If the amount of this Agreement is \$375,000 or less, disputes regarding time extensions or payment amounts must be submitted to a resolution process in accordance with Public Contracts Code 20104-20104.4 as follows:

- (1) Informal negotiation between the City and general contractor.
- (2) Mediation with the general contractor.
- (3) Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

8.4 **Waiver** - No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 **Rights and Remedies are Cumulative** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

8.8 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may

withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.9 Termination for Convenience – The City may terminate this Agreement without cause for the convenience of the City upon giving Contractor 30 days' prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.10 Attorney's Fees - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

9.1 Non-liability of City Officers and Employees - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant Against Discrimination - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660
Attention: Arturo Cervantes, Director of Public Works/City Engineer

To Contractor: Sequel Contractors, Inc.
13546 Imperial Highway
Santa Fe Springs, California 90670
Attention: Thomas A. Pack, President

10.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability** - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Hiring of Undocumented Workers Prohibited** - Contractor shall not hire or employ any person to perform work within the City of Pico Rivera or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

10.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made

and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

10.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[Intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Assistant City Clerk

By: _____
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

CONTRACTOR:

By: _____
(Print Name)

By: _____
(Print Name)

Date: _____

Date: _____

Signature: _____

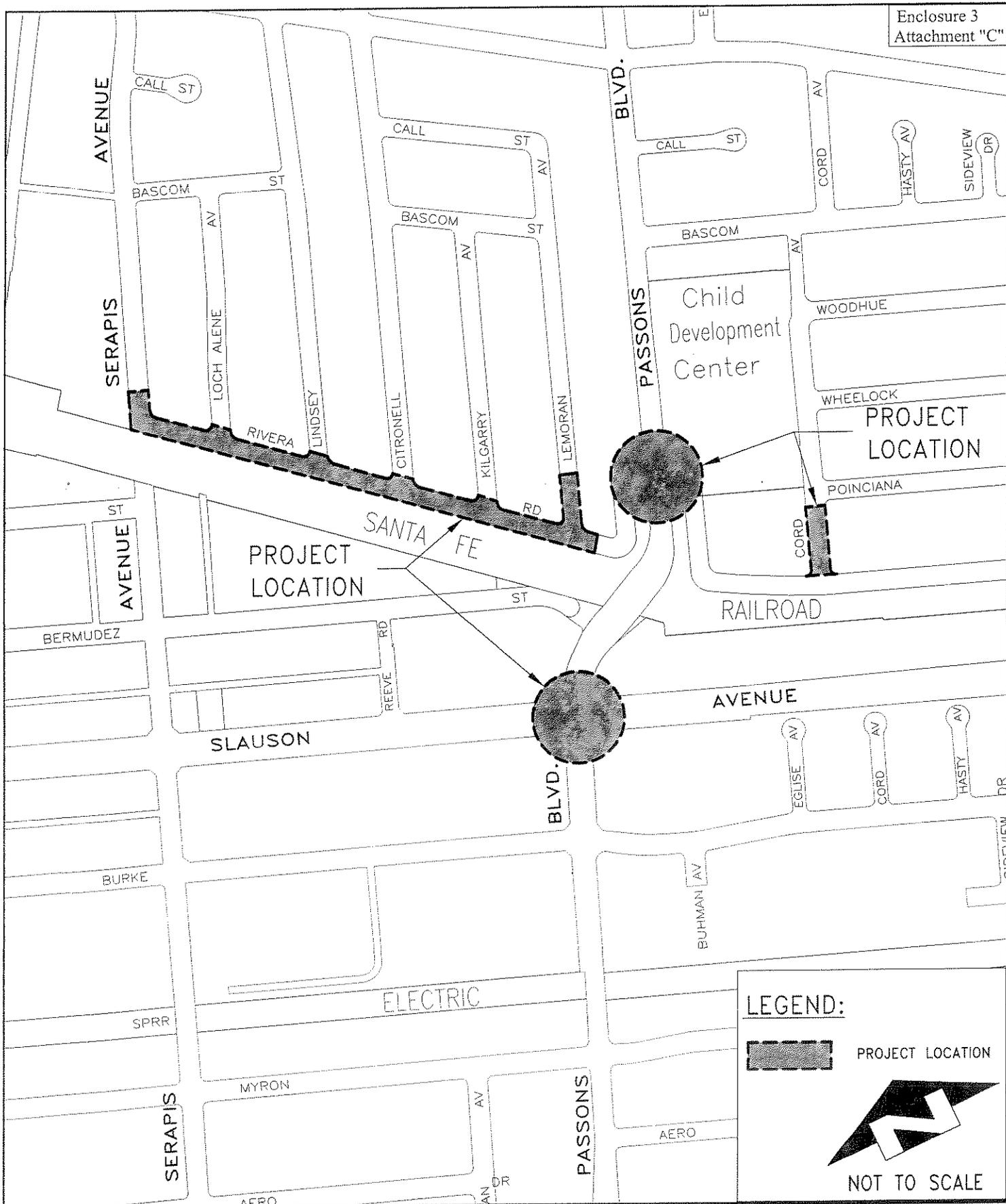
Signature: _____

Title: _____

Title: _____

Address:

Address:



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PASSONS BOULEVARD PHASE 3 IMPROVEMENTS PROJECT

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 10-09-12





To: Mayor and City Council

From: City Manager

Meeting Date: December 11, 2012

Subject: ADOPTION OF RESOLUTION FOR THE ACCEPTANCE OF AN EASEMENT FOR PUBLIC ROADWAY PURPOSES ON DUNLAP CROSSING ROAD

Recommendation:

Adopt a Resolution accepting a public roadway easement from the County of Los Angeles for Dunlap Crossing Road from Rosemead Boulevard to Mines Avenue necessary to address public roadway encroachment issues existing on Los Angeles County property, and authorize the City Engineer to execute easement documents.

Fiscal Impact: None. The roadway easement was prepared by the County of Los Angeles Public Works Department at no cost to the City.

Discussion:

Between Rosemead Boulevard and Mines Avenue, Dunlap Crossing Road is a public roadway. Along the north and south sides, Dunlap Crossing Road is lined by residences and by the Los Angeles County Library, respectively. Dunlap Crossing Road offers sidewalks and on-street parking on both sides of the street. It provides access to a residential neighborhood, the Los Angeles County Library and Smith Park.

During the plan check process of the Pico Rivera Library (County Library) Project, City and County staff discovered an issue that has been existing for many years; the southerly sidewalk and driveway approaches on Dunlap Crossing Road are encroaching on to the County's property without a roadway easement or proper permits. This 13.5-foot roadway encroachment exists along the south side of the road, between Rosemead Boulevard and Mines Avenue. Currently, the existing roadway width is 60 feet, which exceeds the available public right-of-way width by 13.5 feet.

Los Angeles County has agreed to grant the City a roadway easement at no cost to the City. This 13.5-foot easement encompasses the full area of the roadway encroachment and will therefore resolve the issue. The easement is described in the legal description attached hereto (see Exhibit 1 to the Resolution).

COUNCIL AGENDA REPORT – MTG. OF 12/11/12
ADOPTION OF RESOLUTION FOR THE ACCEPTANCE OF AN EASEMENT FOR
PUBLIC ROADWAY PURPOSES ON DUNLAP CROSSING ROAD

Page 2 of 2

Highlights of the roadway easements are as follows:

- The City shall maintain in perpetuity the existing infrastructure, including the roadway, curb, gutter, driveways and sidewalk.
- Any construction or repair within the easement area requires the approval of LA County.
- If an emergency arises, the City has the right to perform construction or repairs without advance authorization from the LA County.

By adopting the Resolution, the City will be accepting the easement. Upon acceptance, LA County will proceed to record the easement with the Los Angeles County Recorder.

The acceptance of an easement does not require action by the Planning Commission, but the Commission will be notified, if Council approves the easement.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Resolution for the conveyance of an easement of real property

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE EASEMENT GRANTED TO THE CITY OF PICO RIVERA BY THE COUNTY OF LOS ANGELES AND AUTHORIZING THE CITY ENGINEER TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the County of Los Angeles owns a triangular shape parcel (Parcel) of an approximate area of 68,389 square feet (1.57 acres), located between Rosemead Boulevard, Mines Avenue and Dunlap Crossing Road in the City of Pico Rivera; and

WHEREAS, Dunlap Crossing Road is a 60-foot wide public street located in the City of Pico Rivera and therefore maintained by the City; and

WHEREAS, Dunlap Crossing Road is encroaching approximately 8,129 square feet into the Parcel, along the entire length on Dunlap Crossing Road; and

WHEREAS, within the encroachment area, Dunlap Crossing Road's existing improvements consists of sidewalk, curb and gutter, and roadway pavement, which are for public use; and

WHEREAS, the County of Los Angeles agrees to grant the City of Pico Rivera an easement for public street purposes on, over, and across the real property described in Exhibit A of the proposed easement (attached hereto as **Exhibit 1**); and

WHEREAS, the best interest of the public will be served by accepting an easement for public street purposes; and

WHEREAS, the easement and related documents requires execution by an authorized individual from the City of Pico Rivera and the Los Angeles County.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY RESOLVE THE FOLLOWING:

SECTION 1. The City Council approves and accepts the easement granted by the County of Los Angeles for public street purposes on the real property described in Exhibit A.

SECTION 2. The City Council appoints the City Engineer as the City of Pico Rivera's agent, authorized to execute and submit all documents including, but not limited to, agreements that may be necessary for the City's acceptance of the easement.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2012.

Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

DUPLICATE

Exhibit 1

RECORDING REQUESTED BY
AND MAIL TO:

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 91770

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

Assessor's Identification Number:
6378-001-903 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT
TO SECTION 27383 OF THE GOVERNMENT CODE.

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), does hereby grant to the CITY OF PICO RIVERA, a municipal corporation (hereinafter referred to as CITY), an easement for public street purposes in, on, over, and across the real property in the City of Pico Rivera, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions that the CITY by the acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. COUNTY reserves the paramount right to use said land for any and all purposes consistent with the enjoyment of the easement herein granted.
2. CITY shall indemnify, defend, and save harmless COUNTY, its officers, agents, and/or employees, from any and all claims, demands, liability, loss, damage, or expense to which COUNTY, its officers, agents, and employees may be subjected as the result of any act or omission by CITY, its officers, agents, employees, or contractors arising out of the exercise by CITY, its officers, agents, employees, or contractors of any of the rights granted to it by this Easement document.

Pico Rivera Library
(File: PICO RIVERA CIVIC CENTER (1))
Parcel 1GE
I.M. 099-257
S.D. 1 M12R120001
Project ID: MPM0000359

DB:bw

P:\CONF\EASE COLA TO CITY OF PICO RIVERA.DOC 91912 112812

3. CITY agrees that, except for emergency repair work, it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein described, until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the County of Los Angeles. Such approval by COUNTY shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. COUNTY does not accept ownership or responsibility for any improvements.
4. It is expressly understood that COUNTY will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement document.
5. The provisions and agreements contained in this Easement document shall be binding upon CITY, its successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following CITY's exercise of these easement rights to construct such structures and improvements, CITY agrees to pay on behalf of COUNTY that part of any such assessment levied against COUNTY, which is based on the value contributed to that area by CITY's said improvements.

Pursuant to Chapter 2.18.015 of the Los Angeles County Code, this conveyance has been executed on behalf of said COUNTY by the Director of the County of Los Angeles Department of Public Works on the _____ day of _____, 20_____.

COUNTY OF LOS ANGELES,
a body corporate and politic

GAIL FARBER
Director of Public Works

By _____
Assistant Deputy Director

**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

State of California)
) ss.
County of Los Angeles)

On _____, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant herein, dated _____, from the County of Los Angeles, body corporate and politic, to the City of Pico Rivera, a municipal corporation, is hereby accepted pursuant to authority conferred by Resolution No. _____ of the City Council of the City of Pico Rivera, adopted on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated _____

By _____

APPROVED as to title and execution

_____, 20____
DEPARTMENT OF PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By _____

EXHIBIT A

Project Name: Pico Rivera Library
PICO RIVERA CIVIC CENTER 1-1GE
A.P.N. 6378-001-903
T.G. 676-G5
I.M. 099-257
First District
M12R120001

LEGAL DESCRIPTION

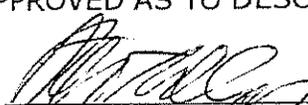
PARCEL NO. 1-1GE (Grant of Easement):

That portion of that certain parcel of land in the Rancho Paso De Bartolo, as shown on map recorded in Book 6, pages 204 and 205, of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, and recorded in Book 23, pages 55 and 56 of said Miscellaneous Records, described in deed to said county, recorded on January 29, 1959, as Document No. 4774, in Book D349, page 266, of Official Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries:

Beginning at the most northerly corner of the PICO RIVERA LIBRARY SITE as shown on County Surveyor's Map No. B-2230, on file in the office of the Director of the Department of Public Works of said county; thence South 49°33'40" West, along the northwesterly line of said certain parcel of land, a distance of 16.25 feet; thence South 82°29'23" East 37.85 feet to a line parallel with and 30 feet southwesterly, measured at right angles, from the centerline of Dunlap Crossing Road, as said centerline is shown on said County Surveyor's Map; thence southeasterly, along said parallel line, a distance of 459.95 feet to the beginning of a tangent curve concave to the northwest and having a radius of 15.00 feet; thence southeasterly, southerly, southwesterly, westerly, and northwesterly, along said curve, through a central angle of 153°22'56", an arc distance of 40.16 feet to the southwesterly boundary of said certain parcel of land; thence southeasterly along said southwesterly boundary to the southeasterly corner of said certain parcel of land; thence northwesterly, southwesterly, northwesterly, and westerly, along the various courses in the generally southwesterly sideline of Dunlap Crossing Road, as shown on said County Surveyor's Map, to the point of beginning.

Containing: 8129± square feet.



APPROVED AS TO DESCRIPTION
By 
LICENSED LAND SURVEYOR Los Angeles County Department of Public Works
Dated <u>SEPT 19</u> , 2012



To: Mayor and City Council
From: City Manager
Meeting Date: December 11, 2012
Subject: DONATION OF SURPLUS PLAYGROUND EQUIPMENT
TO NON-PROFIT ORGANIZATIONS

Recommendations:

Council select the non-profit organizations to receive the surplus equipment:

- Option 1 a) Bridges Church - Miracle Playground Structures;
 b) Montebello Rotary – Traditional Frame - three bay swings set;
 c) St. Philip Neri - Spiral Slide.
- Option 2 a) Bridges Church - Miracle Playground Structures;
 b) First Fundamental Bible Church – Traditional Frame - three bay swings
 set;
 c) St. Philip Neri - Spiral Slide.
- Option 3 Other distribution at the discretion of the City Council.

Fiscal Impact: There could be some surplus value if the items are sold as scrap. The projected fiscal impact is less than \$1,000.

Discussion:

With the reconstruction of Smith Park and Rio Vista Park, the City anticipated there would be some surplus playground equipment that would no longer be needed by the City. The City has the following three pieces of surplus equipment:

1. Miracle Playground Structures
2. Spiral Slide
3. Traditional Frame - three bay swing set

At the request of City Council at the meeting of November 13, 2012, the Council directed staff to contact local schools to ask about any interest in the play ground

equipment. Staff called the local schools and churches to see if they were interested in the equipment. As a result no Pico Rivera groups including schools, expressed interest, but one church in Whittier expressed interest.

Non-profit organizations were invited to make requests for the equipment. Notices were placed in a local newspaper, on the City website, and in the October 2012 profile. We now have four non-local, non-profit organizations which have expressed a desire for the equipment as follows:

1. Bridges Church (Long Beach) would like:
 - Miracle Playground Structures
 - Spiral Slide
2. Montebello Rotary (ship to Baja California) would like:
 - Traditional Frame - three bay swing set.
3. St. Philip Neri (Lynwood) would like:
 - All of the items or whatever is available to them.
4. First Fundamental Bible Church (Whittier) would like:
 - All of the items or whatever is available to them.

The property will be donated as-is, and the non-profit organizations will have to complete liability waivers prior to the donation of the equipment.

Option 1 - Provides something to each of the original three non-profit organizations that applied for a donation.

Option 2 - Provides donations within the local Gateway cities. This is a change from Option 1; it provides the Swings to the First Fundamental Bible Church (Whittier) because the equipment will be used locally.

Option 3 – Pursuant to Government Code Section 37350, the City Council has discretion to develop an allocation of the equipment among the organizations as they deem appropriate.



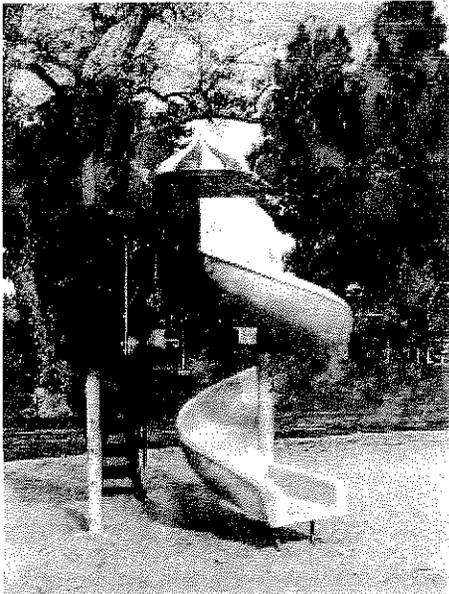
Ronald Bates

RB:MM

Attachment: Pictures and description of the surplus playground equipment.



- Miracle Playground Structures for 5-12 age group
 - Platforms
 - Steps
 - Transfer Points
 - Suspension Bridge
 - Multiple Decks & Canopies
 - Spiral 360 Slide
 - Side-by-side Grove Slide
 - Single Slide
 - Railing
 - Arch
 - Curved Loop Climber
 - Trap Door Climber
 - Climbing/Sliding Pole
 - Tic-Tac-Toe Panel



- Slide- Maker Unknown
 - 360 Spiral Slide

- Steps
- Ladder



- Traditional Frame Swing - Make unknown
 - 3 Bays
 - Bucket Seats