



Tuesday, March 26, 2013  
Regular Meeting 6:00 p.m.  
Council Chamber  
6615 Passons Blvd.  
Next Resolution No. 6711  
Next Ordinance No. 1074  
Next Agreement No. 13-1379

**ROLL CALL:**

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

**COMMISSIONERS SCHEDULED TO BE PRESENT:**

Rod Torres, Parks & Recreation Commission  
Ruben Garcia, Planning 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:**

**SPECIAL PRESENTATION(S):**

- Certificate of Recognition presented to El Rancho High School Soccer Team CIF Champions

**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.

**PUBLIC HEARING:**

1. **Continued Public Hearing – An Ordinance of the City of Pico Rivera Amending Chapter 18 (Zoning) of the City of Pico Rivera Municipal Code Pertaining to the Regulations for Residential Driveway Expansion, Walkways and Porte-Cocheres.** (1300)
  - a. Open Public Hearing
  - b. Memo from City Manager
  - c. Written Communications
  - d. Oral Communications
  - e. Close Hearing
  - f. **Recommendation:**
    1. Adopt Resolution approving Zone Code Amendment No. 165; and
    2. First reading and introduction of Ordinance amending Title 18, Zoning, of the City of Pico Rivera Municipal Code.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT OF TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS HEREIN KNOWN AS ZONE CODE AMENDMENT NO. 165

Ordinance No. \_\_\_\_\_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF PORTE-COCHERES AND RESIDENTIAL DRIVEWAY EXPANSIONS (FIRST READING AND INTRODUCTION)

**1<sup>st</sup> 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.

**2. Minutes:**

- City Council special meeting of March 11, 2013;
- City Council regular meeting of March 12, 2013

**Recommendation:** Approve

- Parks & Recreation meeting of February 14, 2013;
- Planning Commission meeting of February 19, 2013;
- Planning Commission meeting of March 4, 2013

**Recommendation:** Receive and file

**3. 15<sup>th</sup> Warrant Register of the 2012-2013 Fiscal Year. (700)**

Check Numbers: 255960-256146

Special Checks Numbers: None.

**Recommendation:** Approve

**4. Replacement of Broadcast, Presentation, and Audio System. (500)**

**Recommendation:**

1. Award a contract to Matrix Audio Visual Designs in the amount of \$80,775 for the design and rebuild of the City Council Chambers broadcast, presentation, and audio system.

Agreement No. \_\_\_\_\_

**5. Commercial Façade Rehabilitation Program Guidelines Revision. (1300)**

**Recommendation:**

1. Approve the revised Commercial Façade Rehabilitation Program Guidelines establishing a calculation for the grant and loan awards available to program applicants.

6. **Adult Basketball League – Award Contract.** (500)

**Recommendation:**

1. Approve agreement with ELI Basketball League to operate an Adult Basketball League in the City.

Agreement No. \_\_\_\_\_

**CONSENT CALENDAR ITEMS PULLED:**

**LEGISLATION:** None.

**NEW BUSINESS:**

**OLD BUSINESS:**

**2<sup>ND</sup> 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.

**CLOSED SESSION(S):**

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)  
City of Pico Rivera v. Water Replenishment District of Southern California (and related cases)

Case No. BS139228

**b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)  
Lucky Sevens Inc. vs. City of Pico Rivera

Case No. BC 472322

**c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)  
City of Alhambra et al v. County of Los Angeles et al. Property Tax Administration Fee

Case No. BS 116375

**d. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency Designated Representatives:

City Manager Ron Bates

Assistant City Manager Mike Matsumoto

Employee organization(s):

Pico Rivera Mid-Managers and Professional and Confidential Association

Bargaining Unit

**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 22<sup>nd</sup> day of March 2013.

Dated this 22<sup>nd</sup>, day of March 2013

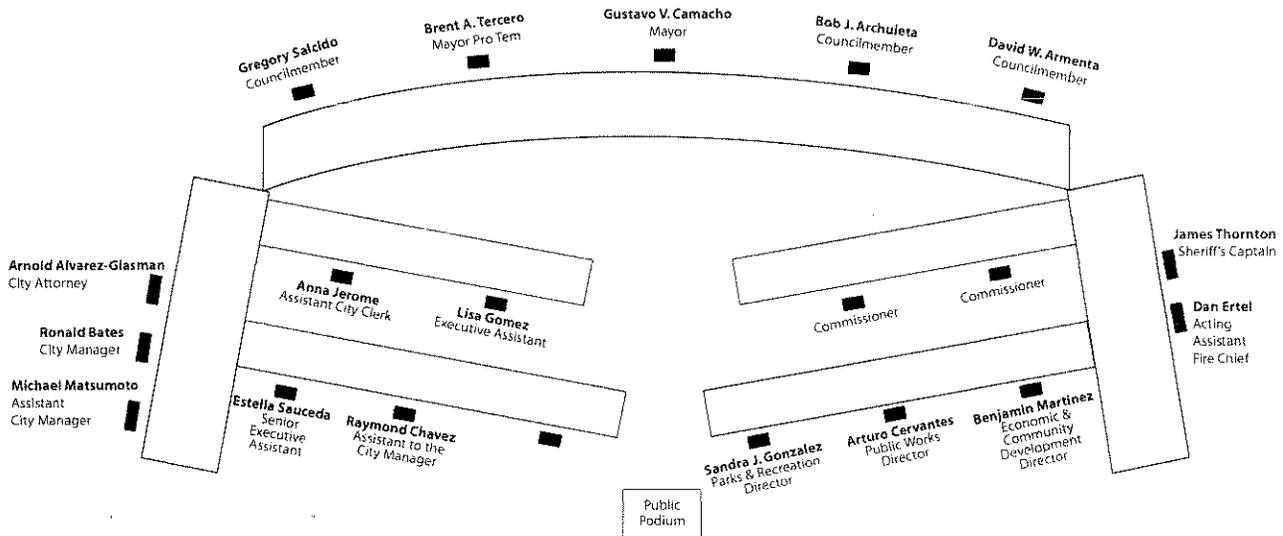


Anna M. Jerome, CMC  
Assistant City Clerk

**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 1<sup>st</sup> 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 2<sup>nd</sup> 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).**



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** March 26, 2013

**Subject:** CONTINUED PUBLIC HEARING – AN ORDINANCE OF THE CITY OF PICO RIVERA AMENDING CHAPTER 18 (ZONING) OF THE CITY OF PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATIONS FOR RESIDENTIAL DRIVEWAY EXPANSIONS, WALKWAYS AND PORTE-COCHERES

### Recommendations

1. Adopt Resolution approving Zone Code Amendment No. 165; and
2. First reading and Introduction of Ordinance amending Title 18, *Zoning*, of the City of Pico Rivera Municipal Code.

### Fiscal Impact:

No impact.

### Discussion:

At its February 12, 2013 City Council meeting, an ordinance amending Title 18, *Zoning*, of the Pico Rivera Municipal Code was introduced pertaining to the regulations for driveway expansions, walkways and porte-cocheres. This ordinance would provide many residents with increased flexibility in expanding their driveways and installing new walkways. The proposed ordinance would also permit the construction of porte-cocheres, or shade structures on driveways, subject to certain design and setback regulations.

The Council agreed with staff on the proposed regulations for driveway expansions and walkways, but directed staff to conduct further research on the shade structure regulations to possibly accommodate more leniencies for larger-sized lots, specifically to allow larger-sized single-family lots to construct shade structures which project more than staff's recommended 10' from the residential building line.

Staff conducted numerous surveys utilizing several resources to research Council's request including the American Planning Association (APA), the League of California Cities and a telephone survey of surrounding cities. These surveys found that many larger cities, such as Beverly Hills, Pasadena, and Burbank, have strict design standards prohibiting shade structures from projecting beyond the building line of the residence and do not grant exceptions to larger-sized lots. However, many local cities including Norwalk, Monterey Park, Santa Fe Springs and La Habra do allow shade structures to project beyond the front building line because they have minimal design standards. The City of La Habra, for example, does not require a shade structure to be architecturally consistent with the residence; it does not have to match the roof pitch, design or materials of the residence.

On March 4th, the Planning Commission heard a report on staff's research, discussed the item at length and recommended that the City Council approve the attached ordinance revising the current driveway expansion and walkway regulations and permitting of porte-cochere structures. This revised ordinance will allow for a 20' projection from the residential building line for lots exceeding 15,000 square feet. Porte-cocheres on such properties will be required to meet design standards to ensure architectural consistency with the residence and must be attached to the residence by a minimum 5'-0" long shared wall.



Ronald Bates  
City Manager

RB:BM:GA:ll

Attachments:

- 1.) Resolution adopting Zone Code Amendment No. 165 (Attachment A Ordinance)
- 2.) Ordinance
- 3.) Minutes of the March 4, 2013 Planning Commission meeting
- 4.) Resolution No. 1204 – Planning Commission Recommendation to City Council

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT TO TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS HEREIN KNOWN AS ZONE CODE AMENDMENT NO. 165**

**THE CITY COUNCIL OF THE CITY OF PICO RIVERA HEREBY RESOLVES AS FOLLOWS:**

**WHEREAS**, existing Zoning Code, Ordinance No. 534, was adopted on April 1, 1975; and

**WHEREAS**, the Planning Commission of the City of Pico Rivera conducted a public hearing to amend Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on March 26, 2013; and

**WHEREAS**, the Planning Commission Adopted Resolution No. 1202 recommending approval to the City Council for Zone Code Amendment No. 165; and

**WHEREAS**, the City Council of the City of Pico Rivera conducted a public hearing to amend Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on March 26, 2013; and

**NOW, THEREFORE**, be it resolved by the City Council of the City of Pico Rivera that:

**SECTION 1.** Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the Planning Commission 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 2.** The City Council hereby FINDS that the approval of said amendment to the Municipal Code will not be detrimental to the health, safety and welfare of the general public and recommends that the City Council concur with the determination that the amendment will not have a significant effect on the environment pursuant to Section 15061 (b)(3).

**SECTION 3.** Pursuant to Chapter 18.62, Article II of the Pico Rivera Municipal Code, the Planning Commission of the City of Pico Rivera hereby recommends to the City Council of the City of Pico Rivera, the approval of an Ordinance amending Title 18 of the Pico Rivera Municipal Code, modifying Chapters 18.42 and 18.44 as specifically described in draft ordinance designated herein as Attachment “A” made a part hereof and further designated as Zone Code Amendment No. 165.

**SECTION 4.** The City Council finds that the amendment to Title 18 of the Pico Rivera Municipal Code shall be approved for the following reasons and findings:

- a) The majority of the City’s single-family housing stock was constructed prior to 1960 and at such time only a single-car garage was required. Due to changing demographics and lifestyle trends, most households no longer have a single-driver and are in need of additional parking amenities.
- b) That there is a vital need to adapt to the changing household driving trends by amending current regulations to provide additional options to accommodate for additional off-street parking and loading.
- c) That the proposed Amendment will provide a means by which the quality of life can be protected in compliance with Objective A.1.2 of the City’s General Plan. The new provisions allowing porte-cocheres will ensure that residents have the option to construct a well-designed covered area to allow for convenient loading and off-loading from their vehicles and into their residence. The new provisions will also provide additional options for residential driveway expansions to accommodate for the demographics’ growing parking needs.
- d) That the proposed Amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44 pertaining to the property development and off-street parking regulations.

[Signatures on following page]

**RESOLUTION NO. \_\_\_\_\_**

**Page 3 of 3**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF PORTE-COCHERES AND RESIDENTIAL DRIVEWAY EXPANSIONS**

**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 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 the Municipal Code as to the intent of Chapters 18.42 and 18.44.

**SECTION 5.** Table 18.44.040 (A) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal code is hereby amended as follows:

**Table 18.44.040  
OFF-STREET PARKING AND LOADING**

	<i>Land Use</i>	<i>R-E, S-F, R-I, and PUD Zones</i>	<i>R-M Zone</i>
<b>A.</b>	<b><i>Residential Uses</i></b>	<b><i>Parking Spaces and/or Facilities Required</i></b>	<b><i>Parking Spaces and/or Facilities Required</i></b>
1.	<i>Single-family dwelling units, duplexes and garage conversions.</i>	<i>Two parking spaces in a garage for each dwelling unit with the exception of nonconforming dwellings requiring compliance to Section 18.54.060.</i>	
	<i>a. Guesthouse</i>	<i>One garage or carport attached to the guesthouse.</i>	
2.	<i>Multiple-family dwelling units</i>	<i>Two parking spaces in a garage or carport for each dwelling unit</i>	
	<i>a. Apartment developments containing eight or more dwelling units</i>		<i>One open guest parking space that shall be provided for each eight dwelling units or fraction thereof</i>
	<i>b. Rooming houses and boarding-houses, and other similar such uses having guestrooms</i>		<i>Two parking spaces in a garage or carport for each three guestrooms. In dormitories, each 100 square feet of habitable floor area shall be considered equivalent to one guestroom.</i>
3.	<i>Other uses permitted in residential zones</i>		
	<i>a. Child care centers, day nurseries and such other similar uses</i>	<i>One open parking space for each 300 square feet of net building floor area, or for each 10 children the facility is designed and/or licensed for, whichever is greater.</i>	
	<i>b. Religious places of worship</i>	<i>One open parking space for each four fixed seats or for each 40 square feet of floor area used for seating purposes and educational classrooms, whichever provides the greater number of parking places. No additional parking required for classrooms solely dedicated to the instruction of children under the age of 18. Adequate instructor parking to be provided.</i>	
	<i>c. Convalescent, nursing and/or resthomes</i>	<i>One open parking space for each two beds and/or residents for which the facility's capacity is licensed</i>	
	<i>d. Mobilehome parks</i>		<i>Two open parking spaces on each mobilehome site, and one open guest parking space for each four mobilehome sites</i>

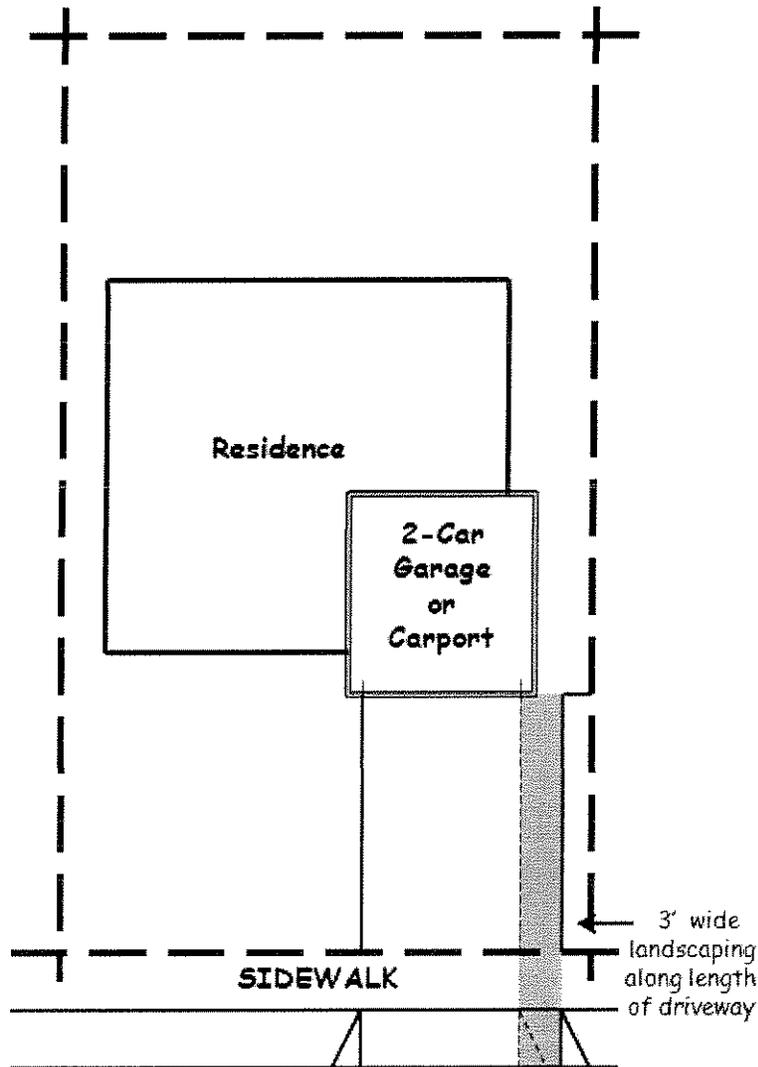
	<i>e. Senior citizen housing</i>		<i>One parking space for each three dwelling units</i>
4.	<i>Other applicable regulations governing off-street parking requirements</i>	<i>(1, 2-a, 3, 4-10, 18, 19, 20, 23, 24, 25, 26, 27)</i>	<i>(1, 2-a, 3, 4, 6-10, 12-20, 23)</i>

**SECTION 6.** Note 2 (a)(iii) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*(iii)* Existing driveways located within the front yard setback or side yard setback of a corner lot may be expanded beyond the width of a garage or carport, subject to the following conditions: provided that the expansion not exceed a total of nine feet in width and none of the nine feet shall be located in front of the dwelling. The driveway approach shall be widened to match the driveway expansion width. Landscape screening shall also be provided between the driveway expansion and the side or rear property lines, as determined by the zoning administrator. Construction of a six foot high block wall reduced to forty two inches in the front setback area shall also be provided for the entire length of the driveway expansion. The driveway may also be expanded between the garage or carport and the adjoining property line or structures provided that the distance is no less than seven and one-half feet. The maximum driveway width expansion shall not exceed twelve feet. In no case shall the driveway expansion exceed twenty feet in depth from the dwelling and/or attached garage or carport, such driveway expansion requires a six foot high solid gate to conceal visibility from the public right of way. Expansion of a driveway that does not lead to a garage or carport is prohibited except as permitted in Section 18.54.060 of this title. Walkways adjoining a driveway shall not exceed six feet in width and not project more than six feet into the front yard setback area except as permitted by Section 18.42.050B(27) of this title.

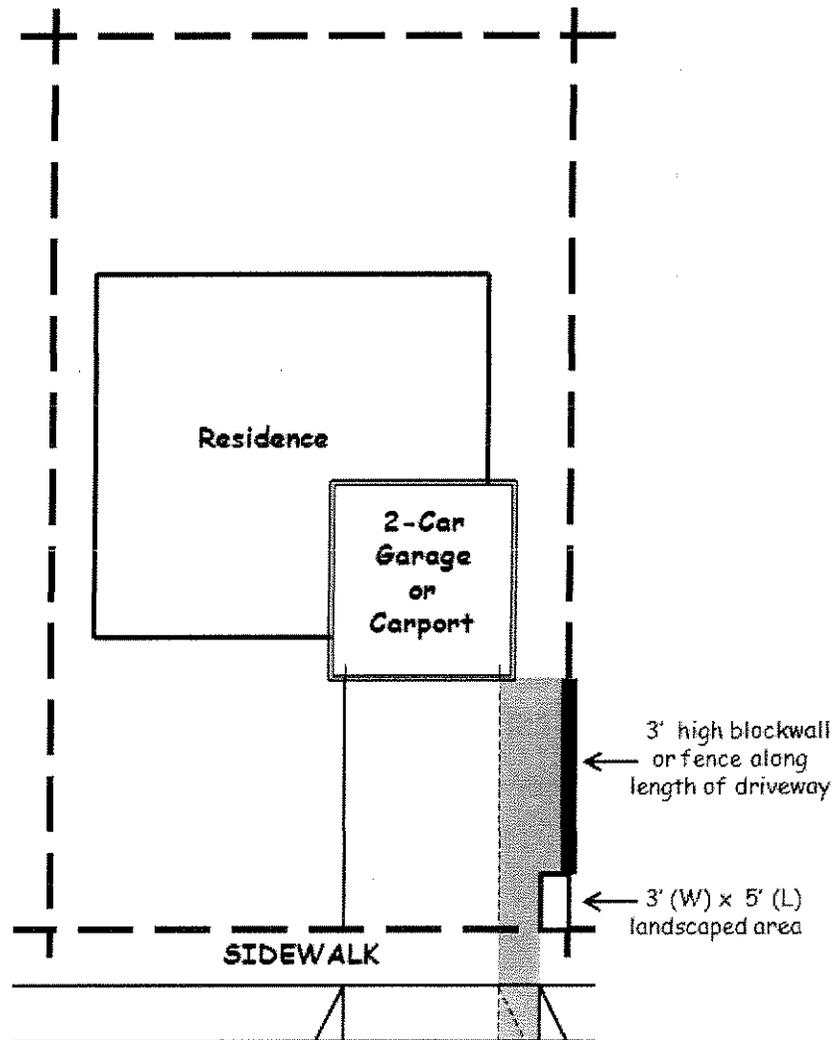
1) The driveway may be expanded between the garage or carport towards the adjoining property line provided that the driveway is separated from the side property line by a landscaped area not less than three feet in width as shown in Figure A below, or:

FIGURE A



2) The driveway may be expanded between the garage or carport up to the adjoining property line provided that a minimum three-foot high blockwall, wrought iron fence, solid wooden fence or vinyl fence is installed at the property line along the entire length of the driveway. Chain link fencing, chicken wire, picket fencing, lattice and other non-decorative fencing materials are not acceptable. A three-foot wide by five-foot long landscaped planter shall also be installed at the base of the driveway adjacent to the side property line and sidewalk/street, as shown in the Figure B, and;

FIGURE B



3) The driveway approach shall be widened to match the width of the driveway, in compliance with the Department of Public Works' standards and subject to necessary permits and issuance fees. Permits for improvements within the public right-of-way will only be issued to appropriately licensed and insured individuals pursuant to Chapter 12.08 of this code. Accessibility design compliance, topographic feature relocations and an engineering analysis may also be required as a condition of approval, as determined by the City Engineer, at the expense of the property owner, and;

4) Driveways and driveway approaches shall not consist of asphaltic materials, stepping stones, gravel, small stones or mulch.

5) Expansion of a driveway that does not lead to a garage or carport is prohibited except as permitted in Section 18.54.060 of this title, and;

6) Walkways adjoining a driveway shall be subject to Section 18.42.050B(27) of this title, and;

7) In addition to the foregoing provisions, non-conforming single-family dwellings with a legally permitted attached one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that not more than four feet of the width of the driveway is located within the frontage of the residence as shown in Figure C. Side-loading one-car garages and carports may also expand the driveway to a maximum width of eighteen feet provided that a minimum twenty-six foot turning radius is provided, as shown in Figure D. Corner lots containing a one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that no portion of the driveway nor the approach is located between the points of curvature as shown in Figure E.

FIGURE C

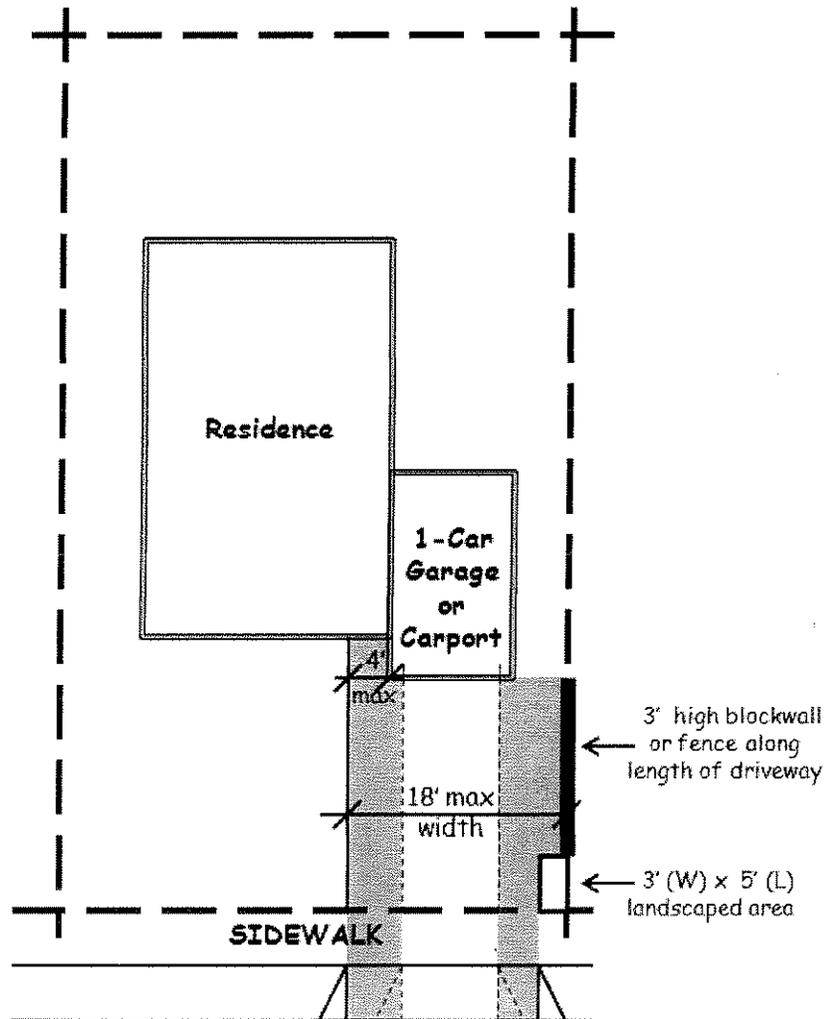


FIGURE D

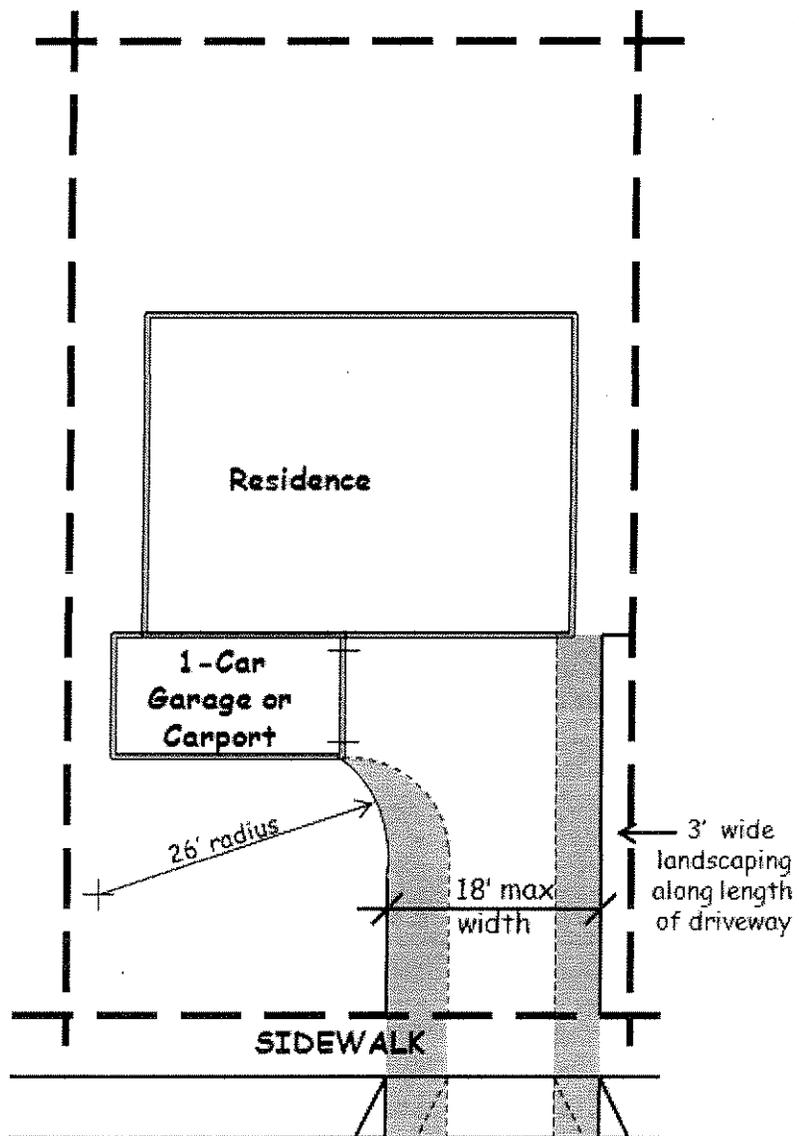
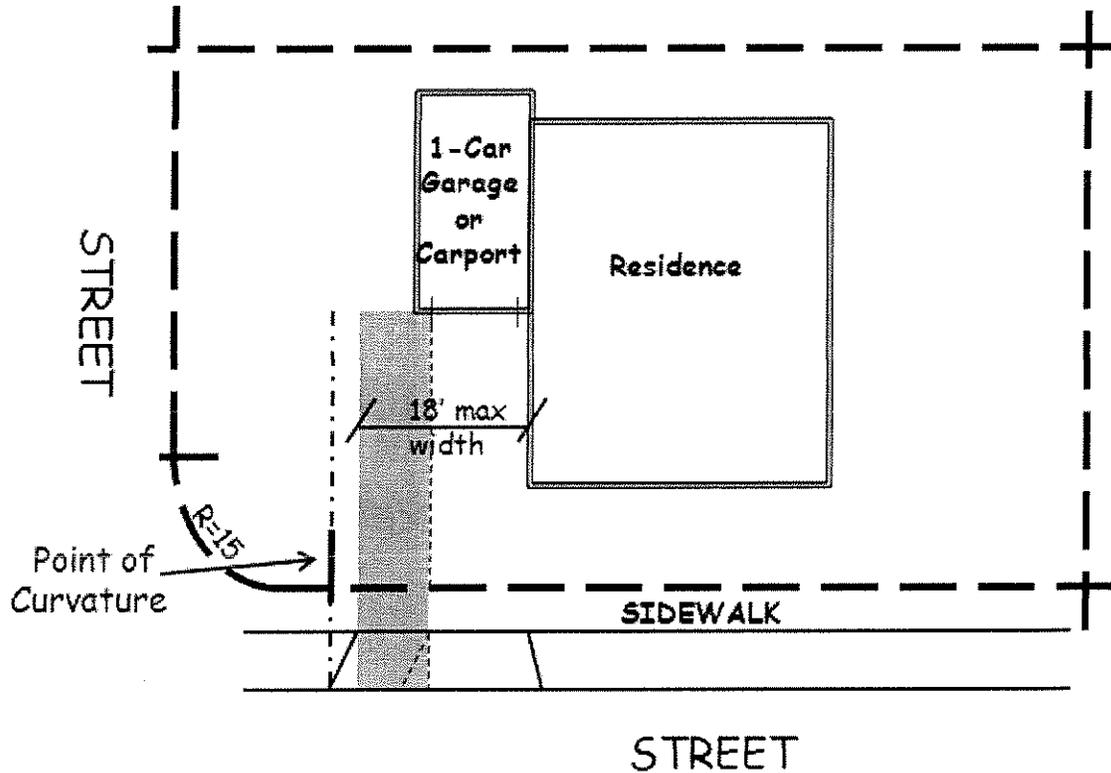


FIGURE E



**SECTION 7.** Note 9 (a)(ii) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

- (ii) *All driveways shall be unencumbered from the pavement upward, with the exception of legally permitted porte-cocheres.*

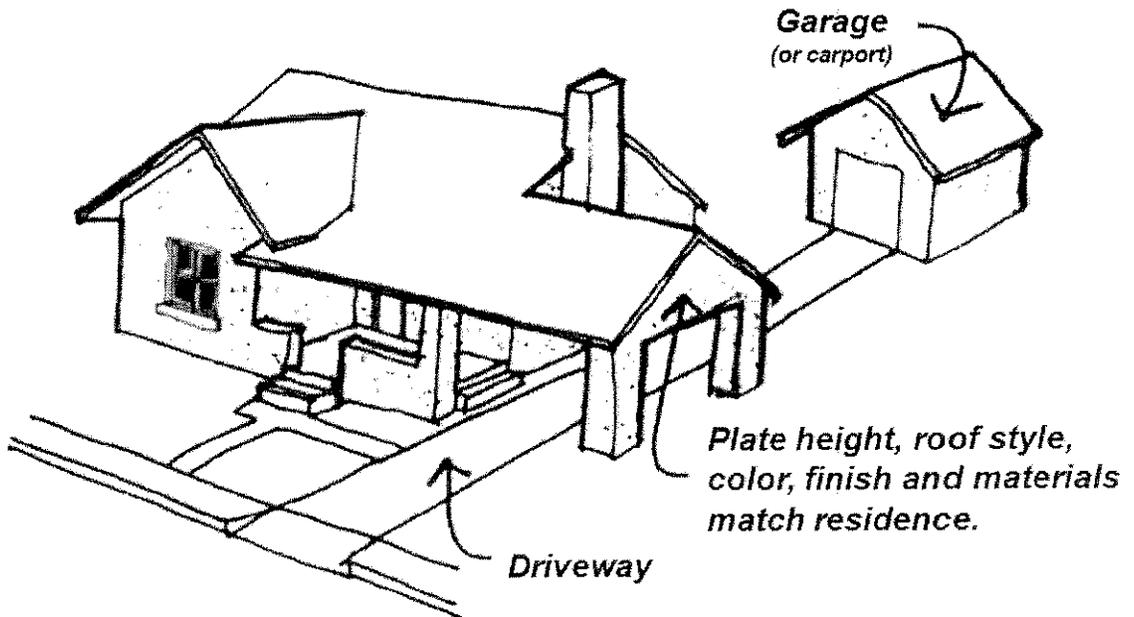
**SECTION 8.** Note 27 of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 27. Driveway widths cannot be expanded beyond the width of the garage. Porte-cocheres shall be subject to the following conditions:*

1. *Porte-cocheres must be placed over a driveway which leads to a permitted garage or carport.*
2. *Porte-cocheres must be attached to the residence as follows:*
  - a. *A minimum of fifty percent of the length of the porte-cochere must be attached to the side of the residence. The porte-cochere may project*

not more than ten feet in length beyond the adjacent street-facing residential building wall but shall not be located within any required setback area. For lots exceeding 15,000 square feet in size, the porte-cochere must be attached to the residence by a minimum five-foot long shared wall and may project up to twenty-feet from the adjacent street-facing residential wall.

- b. Properties with a permitted circular driveway may also place a porte-cochere over the circular driveway if said structure is fully attached to the front of the residence.
  - c. Where the existing location of an attached garage makes it impossible to place the porte-cochere attached to the side of the residence, the porte-cochere may be constructed attached to the front of the garage provided that the porte-cochere does not exceed ten feet in depth and is not located within any required setback area.
3. All porte-cocheres must comply with setback requirements and property development standards pursuant to Chapter 18.42 of this title.
  4. Porte-cocheres must have a minimum width opening of nine-feet with a maximum sheltering capacity of two vehicles at 9' x 20' for each vehicle. The porte-cochere can accommodate the two vehicles in tandem or side-by-side.
  5. The roof style, colors, finish, materials and plate height of the porte-cochere shall match the residence as shown in the following figure:



6. Porte-cocheres shall be limited solely to roof supporting posts or columns and shall not be enclosed nor have any walls except for the common walls

- of the residence and garage. Storage space may be provided within the attic space of the porte-cochere provided that access to the storage area is by means of a pull-down ladder. Said ladder shall remain closed when not in use. Habitable space cannot be located above the porte-cochere.*
7. *The roof height for a porte-cochere shall not exceed the roof height of the dwelling.*
  8. *Metal or plastic supporting columns are not permitted unless encased with masonry, wood or other decorative and compatible treatment so as to match the residence.*
  9. *Porte-cocheres shall be used solely for the shelter of operable vehicles and shall not be used for the storage or shelter of any articles, furniture or other property.*

**SECTION 9.** Note 27 of Chapter 18.42 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 27. Projections Permitted into Required Yards. The following projections may be permitted to intrude or encroach into any required yard, but shall not occupy more than fifty percent of any required yard area, except paragraph e of this subsection. In the R-E and R-M zones, none of the following shall extend more than ten feet into a required front yard, and in the S-F zone, not more than six feet into a required front yard nor more than three feet into a side or rear yard, except paragraphs a, d, ~~and e~~ and i of this subsection.*

- a. *Arbor-type entry structures constructed or erected over driveways or other similar-type architectural features not exceeding sixteen feet in height;*
- b. *Cornices, roof eaves, belt courses, sills, buttresses, bay windows, or such other similar architectural features;*
- c. *Fireplace structures not exceeding a width greater than twelve feet, measured parallel with the wall or portion thereof of which it is or forms a part;*
- d. *Stairways and balconies, open-roofed porches, platforms, walkways, and such other similar features. Walkways not exceeding ~~six~~ four-feet in width may be extended to the front property line. Walk-ways shall maintain a ~~six~~ three-foot landscaped setback from an existing driveway or a ~~three~~ one-foot setback if a raised planter is constructed of decorative block or brick between the entire length of the driveway and the walkway. The raised planter shall be a minimum of ~~three feet~~ one-foot in width and one-foot in height. Walkways located directly adjacent to a driveway shall consist of decorative paving materials such as brick, scored concrete, aggregate concrete or other impervious materials so as to clearly distinguish the walkway from the driveway. Such pavers shall be used either as a decorative border or throughout the entire walkway area. Non-permanent or moveable pavers such as stepping stones, pebbles and river rocks are not permitted adjacent to a driveway;*

e. *Constructed landscape planter area not exceeding three and one-half feet in height above finished grade, natural landscape plant material and landscaping earth mounds and other similar features;*

f. *Planned unit developments (Column B only) permitted the following projections into the required yards:*

*Side yards: one-foot projection on interior lot line for fireplace or chimneys.*

*Rear yards: roofed, open sided patios must maintain a five-foot rear setback, inclusive of overhang. Patio coverage not to exceed fifty percent of the rear yard area. Barbecues, decks, or spas permitted to project into rear yard.*

g. *Residential infill zone developments permitted the following projections into required yards:*

*Side yards: One foot projection for fireplaces or chimneys.*

*Rear yards: Roofed, open sided patios must maintain a ten foot setback, inclusive of overhang. Patio and accessory coverage not to exceed fifty (50) percent of rear yard area. Patio slabs or decks may encroach within five feet of property line.*

h. *Such other features which, in the opinion of the zoning administrator, will produce desired effects not detrimental to the general nature and character of the area.*

i. *Porte-cochere structures may encroach up to two-feet into the required interior side-yard setback of single-family zoned lots, inclusive of the overhang.*

**SECTION 10.** 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 reasons, 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 11.** The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are not newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen days of its final passage and this Ordinance shall take effect thirty days following its final passage.

ORDINANCE NO. \_\_\_\_\_

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**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glassman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



PLANNING COMMISSION

MINUTES

Monday, March 4, 2013

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

**STAFF PRESENT:**

Benjamin Martinez, Director  
Julia Gonzalez, Deputy Director  
Guille Aguilar, Senior Planner

**ROLL CALL:**

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

**ABSENT:** None.

**FLAG SALUTE:** Led by Commissioner Martinez

**APPROVAL OF MINUTES:**

February 19, 2013

It was moved by Commissioner Garcia to approve the minutes of February 19, 2013, seconded by Commissioner Zermeno. Motion carried by the following roll call vote:

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

**PUBLIC HEARING:**

PUBLIC HEARING - ZONING CODE AMENDMENT NO. 165 - TO AMEND CHAPTERS 18.42 (PROPERTY DEVELOPMENT REGULATIONS) AND 18.44 (OFF-STREET PARKING AND LOADING OF THE CITY OF PICO RIVERA ZONING ORDINANCE AS THEY PERTAIN TO THE REGULATION OF

## RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS

Senior Planner Aguilar presented her staff report. This item was brought to the Planning Commission meeting of February 4, and recommended for approval for Zone Code Amendment No. 165 to the City Council. The Zone Code Amendment No. 165 was taken to the City Council meeting of February 26, 2013. Of the three recommendations in the Zone Code Amendment, City Council agreed with staff recommendations for the walkways and driveway expansions. In regards to the porte-cocheres, the City Council turned back the amendment for staff to conduct further research.

The porte-cocheres regulations that staff recommended last month were to allow porte-cocheres over a driveway that leads to a permitted garage or carport. The porte-cochere should be attached to the side of residence and match the roof style, color, finish, materials and height of the residence. It would only be allowed for the shelter of operable vehicles, and no storage would be allowed under the porte-cochere. It would not count towards the properties required parking.

In regards to design guidelines, the porte-cochere would be required to be attached to the home by a minimum of fifty percent of the length and would not be able to project more than ten feet from the nearest street facing residential wall. These are the two items City Council asked staff to conduct more research so that abnormally large single-family lots can construct a porte-cochere which projects up to thirty feet from the nearest street-facing residential wall without a variance process.

Staff contacted the American Planning Association as well as the League of California Cities, and also conducted a phone survey of surrounding cities. Through this survey, we found that most cities do not allow porte-cocheres to project beyond the front building line. Norwalk, Monterey Park, Santa Fe Springs, and La Habra allow the porte-cocheres to project beyond the building line.

Staff also conducted a window survey of existing porte-cocheres in the City and that only one of twenty-eight existing porte-cocheres projectes beyond the font building line.

In order to identify abnormally large lots, Staff used the specific property in question as the baseline. The property is 15,000 sqft in size. Staff found 220 single-family zoned lots that are 15,000 sqft in size or larger, which is only about 2 percent of the single-family

lots in the City.

Staff recommended allowing single-family zoned lots which exceed 15,000 square feet in lot size to construct a porte-cochere which projects up to twenty feet from the front building line as long as it doesn't encroach into the required front yard setback. Staff also recommended reducing the common wall attachment from fifty percent of the length of the porte-cochere to a minimum five foot attachment. The remainder of the ordinance remains unchanged.

Commissioner Martinez asked if 'front building line' projection is defined in the ordinance.

Senior Planner Aguilar responded that the ordinance specifies that the projection is measured from the 'nearest adjacent residential building wall'.

Motion to approve public hearing.

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

**PUBLIC COMMENTS:** None.

**CONTINUED/OLD BUSINESS:** None.

**NEW BUSINESS:**

**a.) REVIEW OF LAND USE REGULATIONS AS THEY PERTAIN TO FREIGHT FORWARDERS**

Staff is evaluating to possibly allow freight forwarding businesses within certain industrial zones within the City.

These businesses include a business office for the logistical planning of the business, a warehouse for storage of the items, and also a parking area for the temporary parking of the distribution trucks. Freight forwarders contract with different companies to transport their items for distribution. They do not own their own trucks, they contract with other freight companies or truck drivers.

Staff is looking into noise, hours of operation, impact of the truck traffic, appropriate zones and locations, as well as appropriate applications.

Upon initiation of this code amendment, staff will return with a recommendation for the Planning Commission within thirty to sixty days.

Commissioner Celiz asked where in the City we would be bringing these businesses.

Senior Planner Aguilar replied that we would be bringing them in to certain industrial zoned properties, which can include the west side of Telegraph, along Gregg Road, along Durfee, on Whittier Blvd. near Montebello. Senior Planner Aguilar clarified that this code initiation is to direct staff to review if there is an appropriate zone to allow freight forwarders in the City.

Chairperson Elisaldez has an issue with the traffic impact, and possible negative impact to our community.

Deputy Director Gonzalez replied we are looking to possibly allow them on the outer edges of the City.

Commissioner Garcia asked what zoning area these businesses are currently allowed in.

Senior Planner Aguilar answered that these businesses are not allowed in the City's industrial zones, but that a new expanding business is looking to locate on a property on Gregg Road. Staff is conducting further research on this type of business and the impacts on the City to best determine how to regulate them.

Motion to approve initiation of code amendment.

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

**b.) REVIEW OF LAND USE REGULATIONS AS THEY PERTAIN TO ANIMAL HOSPITALS WITH BOARDING**

Staff is requesting Commission direction to initiate a code amendment to conduct research on animal boarding to determine if this use should be allowed in conjunction

with an animal hospital. Animal boarding is currently not allowed in the City, with the exception of the Towne Center.

Staff will be looking into the issues that may arise due to allowing this use in the City.

Motion to initiate code amendment.

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

Commissioner Martinez mentioned a car accident along Pico Vista last week. He asked if Public Works could look into adding speed bumps or some kind of speed deterrant to slow traffic down.

Chairperson Elisaldez would like to thank staff for contacting Southern California Edison regarding the street light at Myron and Passons, which has been fixed.

Commissioner Zermeno received a call from Home Depot regarding the day laborers. Home Depot is having issues with the laborers and would like to meet with City management to discuss how some of the issues with day laborers can be resolved.

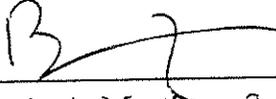
#### **PLANNING COMMISSION REPORTS:**

- a) CITY COUNCIL MEETING OF February 26, 2013 – Commissioner Zermeno had no issues to report.
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, March 12, 2013 – Chairperson Elisaldez confirmed his attendance.

There being no further business the Planning Commission meeting was adjourned at 6:40 p.m.

  
\_\_\_\_\_  
Tommy Elizalde, Chairperson

ATTEST:

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

**RESOLUTION NO. 1204****A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PICO RIVERA, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS****THE PLANNING COMMISSION OF THE CITY OF PICO RIVERA HEREBY RESOLVES AS FOLLOWS:**

**WHEREAS**, existing Zoning Code, Ordinance No. 534, was adopted on April 1, 1975; and

**WHEREAS**, the Planning Commission of the City of Pico Rivera held a legally noticed public hearing on February 4, 2013 and adopted Resolution No. 1202 recommending City Council approval of Zoning Code Amendment No. 165; and,

**WHEREAS**, the City Council of the City of Pico Rivera held a legally noticed public hearing on February 12, 2013 and did not approve the recommended amendment; and,

**WHEREAS**, the City Council of the City of Pico Rivera directed staff to conduct further research on the proposed regulations for porte-cocheres; and,

**WHEREAS**, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of amendment to Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on March 4, 2013; and

**WHEREAS**, this resolution supercedes Resolution No. 1202 adopted by the Planning Commission on February 4, 2013; and,

**NOW, THEREFORE**, be it resolved by the Planning Commission of the City of Pico Rivera that:

**SECTION 1.** Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the Planning Commission 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 2.** The Planning Commission hereby FINDS that the approval of said amendment to the Municipal Code will not be detrimental to the health, safety and welfare of the general public and recommends that the City Council concur with the determination that the amendment will not have a significant effect on the environment pursuant to Section 15061 (b)(3).

**SECTION 3.** Pursuant to Chapter 18.62, Article II of the Pico Rivera Municipal Code, the Planning Commission of the City of Pico Rivera hereby recommends to the City Council of the City of Pico Rivera, the approval of an Ordinance amending Title 18 of the Pico Rivera Municipal Code, modifying Chapters 18.42 and 18.44 as specifically described in draft ordinance designated herein as Attachment "A" made a part hereof and further designated as Zone Code Amendment No. 165.

**SECTION 4.** Further, this Resolution with staff report and the recommended Ordinance attached hereto in this matter shall constitute a report of the Planning Commission to the City Council.

**SECTION 5.** The Planning Commission finds that the amendment to Title 18 of the Pico Rivera Municipal Code shall be approved for the following reasons and findings:

- a) The majority of the City's single-family housing stock was constructed prior to 1960 and at such time only a single-car garage was required. Due to changing demographics and lifestyle trends, most households no longer have a single-driver and are in need of additional parking amenities.
- b) That there is a vital need to adapt to the changing household driving trends by amending current regulations to provide additional options to accommodate for additional off-street parking and loading.
- c) That the proposed Amendment will provide a means by which the quality of life can be protected in compliance with Objective A.1.2 of the City's General Plan. The new provisions allowing porte-cocheres will ensure that residents have the option to construct a well-designed covered area to allow for convenient loading and off-loading from their vehicles and into their residence. The new provisions will also provide additional options for residential driveway expansions to accommodate for the demographics' growing parking needs.

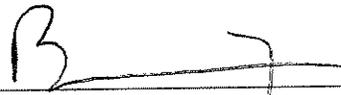
- d) That the proposed Amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44 pertaining to the property development and off-street parking regulations.

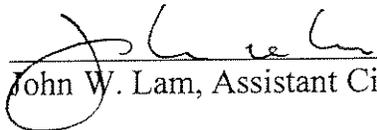
**APPROVED AND ADOPTED** this 4 day of March, 2013 by members of the Planning Commission of the City of Pico Rivera, voting as follows:

  
Tommy Elisaldez, Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

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

  
John W. Lam, Assistant City Attorney

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

**NOES:**

**ABSENT:**

**ABSTAIN:**



Monday, March 11, 2013

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

Mayor Camacho called the meeting to order at 5:00 p.m. on behalf of the City Council.

**PRESENT:** Archuleta, Armenta, Salcido, Tercero, Camacho

**ABSENT:** None

**1<sup>st</sup> PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:**

Victor Ramos:

- Addressed the City Council as a representative of the employee SEIU Union; spoke about building relationships and the ramifications of negotiation decisions. He asked the City Council to look 20-30 years into the future.

George Rivera:

- Addressed the City Council as an SEIU representative; spoke about budgets and deficits and employees willing to take cuts but requested not balancing the budget on the backs of the employees; suggested that management find other ways to make cuts in the budget. He asked that the city not dictate a contract but work with the union on a solution.

Councilmember Armenta stated that he has received phone calls from members of the union regarding negotiations and stated that what is said in closed session should stay in closed session to make it a true negotiation.

Councilmember Salcido asked why the special meeting was called with Mayor Camacho responding that he had a need for further clarification on the direction given to management.

Recessed to Closed Session at 5:15 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 5:39 p.m.

ALL MEMBERS WERE PRESENT

**CLOSED SESSION(S):**

**a. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency Designated Representatives:

City Manager Ron Bates

Assistant City Manager Mike Matsumoto

Employee organization(s):

Service Employees International Union, Local 721 - Full-Time Bargaining Unit

Pico Rivera Mid-Managers and Professional and Confidential Association

Bargaining Unit

Service Employees International Union, Local 721 – Director’s Bargaining Unit

City Attorney Alvarez-Glasman reported that direction was given to the negotiators and no final action was taken.

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 5:40 p.m. There being no objection it was so ordered.

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

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Gustavo V. Camacho, Mayor

**ATTEST:**

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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 March 11, 2013 and approved by the City Council on March 26, 2013.

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Anna M. Jerome, Deputy City Clerk



Tuesday, March 12, 2013

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

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

**PRESENT:** Archuleta, Armenta, Salcido, Tercero, Camacho

**ABSENT:** None

**COMMISSIONERS PRESENT:**

Tommy Elisaldez, Planning Commission

**INVOCATION:** Councilmember Arhuleta

**PLEDGE OF ALLEGIANCE:** Planning Commissioner Elisaldez

**SPECIAL PRESENTATIONS:**

- Proclamation for Safe Communities Month - presented to Lt. Steve Sanchez
- Sheriff's Youth Activities League, "Beat the Streets-Los Angeles" presenters Captain Thornton/Executive Director Yero Washington
- Pavement Management Systems presented by Public Works Department

**1<sup>st</sup> PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:** None.

**1. Minutes:**

- Approved City Council meeting of February 26, 2013

**2. Approved 14<sup>th</sup> Warrant Register of the 2012-2013 Fiscal Year. (700)**

Check Numbers: 255789-255959

Special Checks Numbers: None.

**3. Fireworks Program for 2013. (700)**

This item was removed from the Consent Calendar for further discussion and clarification.

4. **Single Audit Report for Fiscal Year Ending June 30, 2012; Appropriations Limit Calculation for Fiscal Year Ending June 30, 2012; Audit Committee Letter for Fiscal Year Ending June 30, 2012.** (700)

Received and filed:

1. The Single Audit Report for fiscal year ending June 30, 2012;
2. The Appropriation Limit Calculation for fiscal year ending June 30, 2012; and
3. The Audit Committee Letter for the audit of fiscal year ending June 30, 2012.

5. **Approve Arbitrage Management Group as Financial Advisor.** (700)

This item was removed from the Consent Calendar for further discussion and clarification.

6. **Rivera Park, Smith Park, and Rio Vista Park Renovation Projects – Amendment No. 4 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. – Construction Management Services.** (500)

This item was removed from the Consent Calendar for further discussion and clarification.

7. **Telegraph Road Landscape Median Improvement Project, CIP No. 21232 – Amendment No. 2 to Agreement No. 11-1235 with the City of Downey.** (500)

1. Approved Amendment No. 2 to Agreement No. 11-1235 with the City of Downey to incorporate additional improvements at the intersection of Telegraph Road and Lakewood/Rosemead Boulevard, and authorized the Mayor to execute Amendment No. 2 in a form approved by the City Attorney; and
2. Appropriated \$151,300 in Proposition C funds to CIP No. 21232.

Agreement No. 11-1235-2

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve Consent Calendar Items No. 1, 2, 4, and 7. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

**3. Fireworks Program for 2013. (700)**

Councilmember Tercero asked the reason for the decrease in applications. Finance Director Matsumoto stated that he did not know the reason and could not provide an explanation for the reduction in applicants.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve the attached list of fireworks stand applicants and authorize the issuance of permits to operate. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**5. Approve Arbitrage Management Group as Financial Advisor. (700)**

In response to Councilmember Salcido's question regarding no fiscal impact, Finance Director Matsumoto stated that the Financial Advisor would be paid through the brokerage that is part of the purchase of securities. He further stated that proposals were provided to the Finance Department and that the recommended Arbitrage Management Group provided a very innovative proposal.

Councilmember Archuleta asked why this item is not presented under the Water Authority with Finance Director Matsumoto stating that the city is only selecting a financial advisor and not entering into an agreement so there is no need to put the item on the Water Agenda.

Motion by Mayor Camacho, seconded by Councilmember Armenta to approve Arbitrage Management Group (AMG) as financial advisor. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**6. Rivera Park, Smith Park, and Rio Vista Park Renovation Projects – Amendment No. 4 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. – Construction Management Services. (500)**

Councilmember Salcido asked for clarification. City Manager Bates stated that staff is requesting to move money to cover all the costs of the parks projects.

Councilmember Armenta asked if staff will be pursuing penalties for the funding based on the contractor running behind schedule at Rivera Park. City Manager Bates responded in the affirmative.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve Amendment No. 4 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. (URS) for additional construction management services for an amount not to exceed \$240,000 and authorize the Mayor to execute Amendment No. 4 in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 10-1180-4

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**LEGISLATION:** None.

Recessed to Housing Assistance Agency at 6:47 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 6:47 p.m.

ALL MEMBERS WERE PRESENT

Recessed to Water Authority at 6:48 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 6:48 p.m.

ALL MEMBERS WERE PRESENT

**NEW BUSINESS:**

Mayor Camacho asked for City Manager Bates to elaborate on the Norm's restaurant project. City Manager Bates stated that the city has become Norm's number one project. He stated that the city anticipates having a design from Norm's within the next two weeks and that Norm's hopes to have the project completed by the end of the year.

Councilmember Archuleta asked for Community and Economic Development Director to provide an update on the possibility of getting a market on that property. Community and Economic Development Director Martinez stated that staff will study the site to ensure that all the utilities, power, parking and planning items are looked at ahead of time to promote the rear site for a market or another type of development.

Councilmember Armenta asked if the property may be hard to attract certain development because of the lot size. Community and Economic Development Director Martinez stated that development is limited to 20,000 to 25,000 square feet and most major markets need approximately 30,000 square feet. City Manager Bates added that one of the positive aspects to the design is that the new design brings the parking towards the front and opens the site to Beverly Boulevard.

Mayor Camacho asked Public Works Director to elaborate on the construction taking place on Rosemead and Telegraph Road. Director Cervantes stated that the Telegraph Road landscape median improvement project has been combined with a second project called the intersection project, and because of that there will be impacts to the community where lanes will have to be closed to make construction possible. He stated that some of the construction will take place on the weekends and at night.

Mayor Camacho complimented Interim Parks & Recreation Director Hester and staff for putting together a new design on the Pico Rivera Parks & Recreation Guide. City Manager Bates stated that the city has hired Sandra Gonzalez as the Parks & Recreation Director who will begin work on Monday, March 18, 2013.

**OLD BUSINESS:**

Councilmember Salcido asked that the Transportation Ad Hoc Committee revisit the issue of oversize vehicles.

Councilmember Archuleta asked Captain Thornton to elaborate on vehicles parked on the street for an extended period of time. Captain Thornton stated that if they or the

city's Parking Enforcement receive a call for service for a vehicle that appears to be abandoned, a red tag is placed on the vehicle, and if the vehicle has not moved in more than 72-hours it could be cited and/or towed.

Councilmember Armenta asked for clarification on enforcement for commercial vehicles parked on city streets with graffiti. City Manager Bates stated that the issue would be taken up with Community and Economic Development as a blight issue. City Attorney Alvarez-Glasman added in regard to a city ordinance, he is not aware of any ordinance pertaining to the enforcement of removing graffiti from commercial vehicles. He stated that city staff would look into this matter.

Councilmember Salcido mentioned that the El Rancho Don's soccer team is state champions.

**2<sup>ND</sup> PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:**

George Rivera:

- Addressed the City Council regarding an early retirement program, elimination of positions, contracted employees, and low employee morale.

Jeffrey Natke, representative of the Pico Rivera Mid-Managers and Professional and Confidential Association:

- Addressed the City Council regarding employees represented by the CEA willingness to temporarily accept an extension to the cuts agreed to a year ago; expressed concern with morale issues and with the direction of top management leadership; stated an employee was denied representation; stated he's optimistic about negotiations.

Mike Cuellar:

- Addressed the City Council to speak of morale issues and fairness.

Maribel Alvarez:

- Addressed the City Council to speak on upcoming library events for teens and toddlers.

Joe Price:

- Addressed the City Council to speak on Alliance to Keep Youth Tobacco Free and Relay for Life event taking place June 22-23 at El Rancho High School stadium. He stated the goal is to raise \$65,000.

Rick Salas:

- Addressed the City Council regarding the San Gabriel River and improving the spreading grounds by adding benches on the south side near Whittier Boulevard and Mines. He stated that he is a Legacy Runner and asked that the Sheriff patrol the spreading grounds after school and in the early evening.

Gloria Candelaria:

- Addressed the City Council to suggest more communication between management and employees, expressed concern with possible layoffs and employee morale.

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 7:19 p.m. There being no objection it was so ordered.

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

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Gustavo V. Camacho, Mayor

**ATTEST:**

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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 March 12, 2013 and approved by the City Council on March 26, 2013.

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Anna M. Jerome, Deputy City Clerk



## PARKS & RECREATION COMMISSION

## MINUTES

Thursday, February 14, 2013

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:** Carlos Cruz, John Garcia, Paul Gomez, Joseph Palombi, Rod Torres

**ABSENT:** None

**APPROVAL OF MINUTES:** A motion was made by Commissioner Garcia and seconded by Commissioner Palombi and carried on roll call vote to approve the Minutes of November 8, 2012.

**PUBLIC COMMENTS:** None

### **AGENDA ITEMS:**

#### **1. NEW BUSINESS:**

- a) Outgoing Chairman Presentation – Commissioner Palombi expressed his appreciation for the opportunity given to him to serve as Chair of the Parks and Recreation Commission for 2012. He continued to state that he is proud of what the City has accomplished throughout his three years of serving the commission. Interim Director Hester presented Commissioner Palombi with a service plaque for his year as Chairperson for 2012.
- b) Proposed Parks and Recreation Commission Goals 2013 – Interim Director Hester reviewed the Parks and Recreation Commission goals with the commission. The following are a few of the goals presented.
  - Provide input into the 2013/2014 department proposed budget.
  - Provide feedback to the department as it relates to the department Organizational Assessment Findings and Recommendations.
  - Develop a relationship between the commission and the CYSO President's Committee.
  - Participate in planning of opening ceremonies at Smith and Rio Vista Parks.
  - Attend Parks and Recreation events and programs.
  - Assist with outreach to the community and businesses.
  - Perform regular review and advise in the development or update of ordinances, rules, and regulations related use of recreation facilities.

A motion was made by Commissioner Garcia and seconded by Commissioner Palombi and carried on roll call vote to approve the Parks and Recreation Commission Goals for 2013.

- c) Facility Resolution Process – Interim Director Hester presented the Policies and Procedures for the Facility Use Resolution, which was adopted by City Council on July 2012. Newly added to these procedures, was the organization recognition requirement that these be reviewed by the Parks and Recreation Commission. To be recognized by the City, any local non-profit and community organizations will need to submit their required documentation to the commission for review. Commissioner Garcia asked if these policies and procedures apply to the indoor facilities, fields, and picnic gazebos. Interim Director Hester stated that it applied to all the facilities. Chairperson Cruz asked for a copy of the facility fees.

## 2. OLD BUSINESS:

- a) Commissioner Park Facility Issues process – Interim Director Hester explained that each commissioner will be assigned to a park site; which will create opportunities for the commissioners to work together with the department and assist with upkeep of the park. Also, this will be a source of communication between the park patrons and the of Parks and Recreation Department staff. The commissioners park assignments are as follows:
- Rivera Park – Commissioner Garcia and Commissioner Gomez
  - Smith Park – Commissioner Torres
  - Pico Park – Commissioner Torres
  - Senior Center – Chairperson Cruz and Vice Chair Gomez
  - Golf Course – Commissioner Garcia
  - Streamland Park – Commissioner Palombi
  - Rio Hondo Park - Commissioner Palombi
  - Rio Vista Park - Commissioner Palombi
  - Temporary Library – Chairperson Cruz
- b) Holiday Home Decorating Contest Results – Manager Manor announced the winners of the Holiday Home Decorating Contest; which took place on December 13, 2012. Certificates will be mailed to the winners and non-winners. The winners were:
- Best Lobby: Retirement Living Telacu
  - 3<sup>rd</sup> Place: The Figueroa and Cardenas Family
  - 2<sup>nd</sup> Place: Raymond Murrillo
  - 1<sup>st</sup> Place: Chris Ayala
  - Sweepstakes: The Duran Family
- c) Soccer/Resident Issue – As a follow up to the resident concern with regards to the Meller School parking lot; department staff met with resident, Johnny Garcia in December. AYSO is currently in the end of its season and it is only utilizing the parking lot during the weekend for games. Deputy Director Rico stated that the El Rancho School District has changed all the locks for a reason that is unknown at this point. Deputy Director Rico continued to state that AYSO has committed to utilize

the outside parking and, not the Meller parking lot. Currently, the Department of Parks and Recreation Department does not have access to the parking lot; the school district is solely responsible.

Commissioner Garcia asked of the date of when the department met with resident, Johnny Garcia. Deputy Director Rico stated that they met with him last year a couple of times. He has only spoken to him via phone this year.

Commissioner Torres commented that unfortunately due to Smith Park being under construction, parking is hectic on Rosemead Blvd. He continued to say that with the Meller parking lot not being available, it will only create a safety hazard with league goers and participant's parking across the street and jay walking across Rosemead Blvd.

### 3. DIRECTOR'S REPORT

Upcoming Events – Recreation Manager introduced the following upcoming events:

- |  |                   |
|--|-------------------|
| 1. Coordinating Council Senior Inaugural Ball  | February 23, 2013 |
| 2. El Rancho High School Fun Run               | February 23, 2013 |
| 3. Opening Days for Youth Sports Organizations | March 2-23, 2013  |
| 4. Winter Dance Recital                        | March 9, 2013     |
| 5. Youth Sports Basketball Closing Day         | March 17, 2013    |

#### Project Updates

1. Rivera Park Projected Completion – The City is currently in litigation with the contractor. The contractor is officially done with construction at Rivera Park and any remaining items to be completed by city forces.
2. Smith and Rio Vista Parks Construction – At Smith Park, the stadium is ready to receive the artificial turf. Electrical is being done throughout the park; most of the fencing is up; lights and back stops are in, and dug outs are currently being worked on. Park tours will be arranged for commissioners prior to opening up the parks to the public. For Rio Vista Park, the dug outs, canopies, and electrical building are being completed. The contractor is in the process of installing the 15ft fence that will divide the residents and the park. Commissioner Palombi asked if the number of parking lot stalls at Rio Vista Park were going to change. Deputy Director Rico indicated that no, unfortunately, it is not included in the renovation and the parking lot will remain the same. Commissioner Torres asked if there will be signage around the walking paths at Smith Park notifying how much distance has been completed. Deputy Director Rico answered that the department is currently working on getting this type of signage for all of the parks in the city. Commissioner Torres also asked if there will be more drinking fountains installed throughout the walking paths. Deputy Director Rico stated

that there will be several drinking fountains stationed strategically throughout the park.

3. Smith Park Playground – There will be a two story tower playground. There will be two sections; a 5-12 year old playground and the toddler lot for the younger children.
4. Tree Grant – The department submitted several applications for tree grants, which we are currently waiting for a response. Through the grant, the department will gain trees to plant at the different park sites.
5. KaBOOM! Projects – The department will be requesting approval from the City Council to approve the following application submittals, 1) A shade shelter at Streamland Park and 2) exercise equipment for Pico Park to be installed along the walking path.

c) Department Information – Interim Director Hester explained the following:

1. Customer Experience Program – This is a new customer survey program for participants. The survey will be available at all park sites, recreation office, and on the department's website. Postage is already paid, for those customers who would prefer to send it via U.S mail, rather than submit in person, in hopes of gathering more returned surveys. All submitted surveys, whether good or bad, will receive a response from department management staff. A report will be given to the commission on a quarterly basis.
2. Department Marketing Program – Program Supervisor, Carmela Garcia, gave a presentation on the newly established Marketing and Community Information Unit. This unit was established to centralize the publicity, marketing and publishing needs of the department. The purpose of the information unit is to develop policies and procedures that promote a positive image of the department to the community, as well as generate interest and involvement in our programs and services. This unit will be responsible for the quarterly recreation brochure, social media (Twitter and Facebook), flyers, banners, etc.
3. CYSO Quarterly Meeting – Deputy Director Rico updated the commission on the CYSO President's Quarterly meeting, which took place in January. During the meeting the following was discussed:
  1. Announcement of the \$20 per registrant fee postponed until next fiscal year.
  2. The CYSO's and the City working together to help maintain the upkeep of the newly renovated parks.
  3. The department will be hosting several *How-To* trainings for the newly renovated parks for the CYSO's.

4. The new procedure for the community organization recognition process. All organizations requesting recognition by the City will submit the documentation required to be reviewed by the Parks and Recreation Commission.
5. Reminded the CYSO's to submit their documentation by March, in order for the department to review and approve their status as a recognized community organization for 2013.

Commissioner Garcia asked for clarification on the \$20 fee that is being charged to the CYSO's for lights. Interim Director Hester stated that the fee being charged by the City is a facility use fee. The \$20 per participant fee was brought up as an idea for the user groups to raise the money to cover the facility use fee that is being charged.

4. Pavilion Reservations – Deputy Director Rico presented the new Picnic Gazebos available for rent. Gazebos locations are at Rio Hondo Park, which has a capacity of 375 and Rivera Park, which has a capacity of 100. The Central picnic gazebo at Rivera Park, located closest to the concession stand, will be utilized by the park user group during season time. Reservations will be made online by logging on to the Parks and Recreation website. They are on a first come, first use basis. Reservations are to be made 7 days in advance.
5. Jr. Golf Program – This program teaches children ages 7-17 years of age, the fundamentals of the game of golf and also teaches them golf etiquette. A kick-off event was held last Saturday. During the kick-off event, children were given the opportunity to experience what the program would be like.

d) Department Assessment

1. Department Assessment Update – Commission recommended moving this presentation to the next commission meeting.

e) Director of Parks and Recreation Selection Process – Interim Director Hester announced that the city has selected two (2) candidates to interview, out of the 130 applications that were received. The City Manager will select the candidate in the next couple of weeks.

**COMMISSIONER'S REPORTS**

**Gomez** - No comment.

**Garcia:** - During his recent visit to Rivera Park; he noticed the following items needing follow up:

- Bull pen needs mounds
- Mounds need to be at proper height
- A fence is needed by the slope on the tiny field
- A shade is needed on the tiny diamond

He continued to state that these items were promised by the contractor and needs to be completed by March 23, which is Rivera Baseball Association's opening day.

- Thanked Commissioner Palombi on his leadership as Chair of the 2012 Parks and Recreation Commission.
- Congratulated Carlos Cruz on his appointment to Chairperson of the 2013 Parks and Recreation Commission.

**Palombi:** - Expressed his appreciation towards the commission and the department staff.  
- Congratulated Carlos Cruz on his appointment to Chairperson of the 2013 Parks and Recreation Commission.  
- Asked for the status of the ball returns for Rivera Park. Deputy Director Rico stated that the item has been placed on a punch list, which the Public Works Department is working to complete.

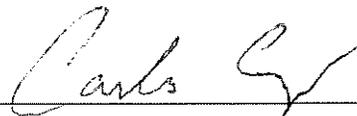
**Torres:** - Feels that Rivera Park fields were opened up pre-maturely. Recommended that the City reach out to Mike Lay, President of Rivera Baseball Association, and do a re-grand opening.

**Cruz:** - Expressed that he is looking forward to a great year as Chair of the commission and working with the new director.

**ANNOUNCEMENTS –**

**ADJOURNMENT:**

The Parks & Recreation Commission meeting was adjourned at 7:55 p.m. There being no objection it was so ordered.



Carlos Cruz, Chair  
Parks & Recreation Commission



Phil Hester, Secretary  
Interim Director of Parks & Recreation



Monday, February 19, 2013

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

**STAFF PRESENT:**

Benjamin Martinez, Director  
Julia Gonzalez, Deputy Director

**ROLL CALL:**

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

**ABSENT:** None.

**FLAG SALUTE:** Led by Commissioner Martinez

**APPROVAL OF MINUTES:**

February 4, 2013

It was moved by Commissioner Elisaldez to approve the minutes of February 4, 2013, with one correction, seconded by Commissioner Zermeno. Motion carried by the following roll call vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**PUBLIC HEARING:** None.

**PUBLIC COMMENTS:** None.

**CONTINUED/OLD BUSINESS:**

- a.) Graffiti on Rio Hondo Trail- Deputy Director Gonzalez stated that this was abated by LA County Department of Public Works.
- b.) Home Depot Day Laborers- Director Martinez responded that Ray Chavez dealt with this issue back in 2001. The property management group that owns the parking lot does not want to get involved with liability issues that may arise when building a day laborer kiosk. Staff is conducting further research to see what if anything can be done.

Commissioner Zermeno advised that in the City of Los Angeles, there was also a different property management group that owned the parking lot separate from the Home Depot pad. He said he would email staff more information.

- c.) Myron/Passons Street light- Deputy Director Gonzalez stated that Southern California Edison (SCE) has been informed of the non functioning street light. SCE responded that they are backlogged. Staff will continue to monitor until this has been abated.
- d.) Homeless Count Results- Director Martinez stated that approximately, 58 homeless were counted by staff. This number will be further analyzed to obtain a more accurate count. The numbers should be ready in about thirty days.
- e.) County Sewer Services-Commissioner Celiz requested clarification for the City Council item regarding the county sewer services. Deputy Director Gonzalez stated that the City took over the management of sewer maintenance from the County. With this approval, the City will collect the tax assessments that go on property taxes for better sewer maintenance and control.

Commissioner Martinez asked what the takeover would include. Assistant City Engineer Guerrero answered that the City is taking over the entire maintenance and operation of the sewer system, which will include the main lines as well as the laterals.

**NEW BUSINESS:**

- a) Recommend to the City Council to appropriate \$320,000 in Public Image Enhancement program funds for Smith Park.

Deputy Director Gonzalez presented the staff report requesting an additional \$320,000 for funding the Smith Park improvements from the Public Image Enhancement program funds. The impact fee is calculated at 1% for major commercial/industrial projects with a valuation of over \$150,000 and major residential projects at 0.5% with a valuation over \$100,000.

In the past, staff has requested 2.5 million for Smith and Rio Vista Parks. This was split evenly between both parks.

Commissioner Martinez asked if there was a report to the Planning Commission on how the funds were utilized.

Deputy Director Gonzalez responded that the spending is not reported back to the Commission but there is the annual CAFR that reports how the funds were used.

Chairperson Elisaldez stated that Ralph Aranda had previously come to the Planning Commission and explained how the funds were allocated.

Assistant City Engineer Gutierrez was present at the meeting and was able to answer any questions that the Planning Commissioners had regarding the ongoing park construction.

Commissioner Celiz stated that the Commission could also go to their respective Council members to ask questions.

Commissioner Garcia responded that staff is always available to answer any questions.

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

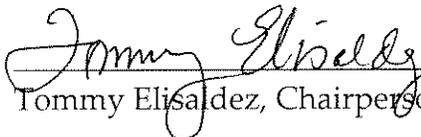
**AYES:** Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

- b) Commissioner Garcia asked if the City had plans for the vacant land next to the Passons Underpass. Residents mentioned to Commissioner Garcia that a park would be desired by the neighborhood.

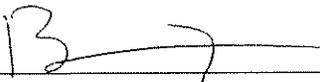
**PLANNING COMMISSION REPORTS:**

- a) CITY COUNCIL MEETING OF February 12, 2013 – Commissioner Martinez reported that the porte-cocheres ordinance amendment was continued to the public hearing meeting of March 26, 2013. There was also discussion on the architects for the Smith and Pico Park plans. Captain Thornton reported that crime was down in the City. A handout was also distributed on Senior Scam stoppers.
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, February 26, 2013 - Commissioner Zermeno confirmed his attendance.

There being no further business the Planning Commission meeting was adjourned at 7:00 p.m.

  
\_\_\_\_\_  
Tommy Elisaldez, Chairperson

**ATTEST:**

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



PLANNING COMMISSION

MINUTES

Monday, March 4, 2013

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

**STAFF PRESENT:**

Benjamin Martinez, Director  
Julia Gonzalez, Deputy Director  
Guille Aguilar, Senior Planner

**ROLL CALL:**

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

**ABSENT:** None.

**FLAG SALUTE:** Led by Commissioner Martinez

**APPROVAL OF MINUTES:**

February 19, 2013

It was moved by Commissioner Garcia to approve the minutes of February 19, 2013, seconded by Commissioner Zermeno. Motion carried by the following roll call vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**PUBLIC HEARING:**

PUBLIC HEARING - ZONING CODE AMENDMENT NO. 165 – TO AMEND CHAPTERS 18.42 (PROPERTY DEVELOPMENT REGULATIONS) AND 18.44 (OFF-STREET PARKING AND LOADING OF THE CITY OF PICO RIVERA ZONING ORDINANCE AS THEY PERTAIN TO THE REGULATION OF

## RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS

Senior Planner Aguilar presented her staff report. This item was brought to the Planning Commission meeting of February 4, and recommended for approval for Zone Code Amendment No. 165 to the City Council. The Zone Code Amendment No. 165 was taken to the City Council meeting of February 26, 2013. Of the three recommendations in the Zone Code Amendment, City Council agreed with staff recommendations for the walkways and driveway expansions. In regards to the porte-cocheres, the City Council turned back the amendment for staff to conduct further research.

The porte-cocheres regulations that staff recommended last month were to allow porte-cocheres over a driveway that leads to a permitted garage or carport. The porte-cochere should be attached to the side of residence and match the roof style, color, finish, materials and height of the residence. It would only be allowed for the shelter of operable vehicles, and no storage would be allowed under the porte-cochere. It would not count towards the properties required parking.

In regards to design guidelines, the porte-cochere would be required to be attached to the home by a minimum of fifty percent of the length and would not be able to project more than ten feet from the nearest street facing residential wall. These are the two items City Council asked staff to conduct more research so that abnormally large single-family lots can construct a porte-cochere which projects up to thirty feet from the nearest street-facing residential wall without a variance process.

Staff contacted the American Planning Association as well as the League of California Cities, and also conducted a phone survey of surrounding cities. Through this survey, we found that most cities do not allow porte-cocheres to project beyond the front building line. Norwalk, Monterey Park, Santa Fe Springs, and La Habra allow the porte-cocheres to project beyond the building line.

Staff also conducted a window survey of existing porte-cocheres in the City and that only one of twenty-eight existing porte-cocheres projectes beyond the font building line.

In order to identify abnormally large lots, Staff used the specific property in question as the baseline. The property is 15,000 sqft in size. Staff found 220 single-family zoned lots that are 15,000 sqft in size or larger, which is only about 2 percent of the single-family

lots in the City.

Staff recommended allowing single-family zoned lots which exceed 15,000 square feet in lot size to construct a porte-cochere which projects up to twenty feet from the front building line as long as it doesn't encroach into the required front yard setback. Staff also recommended reducing the common wall attachment from fifty percent of the length of the porte-cochere to a minimum five foot attachment. The remainder of the ordinance remains unchanged.

Commissioner Martinez asked if 'front building line' projection is defined in the ordinance.

Senior Planner Aguilar responded that the ordinance specifies that the projection is measured from the 'nearest adjacent residential building wall'.

Motion to approve public hearing.

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**PUBLIC COMMENTS:** None.

**CONTINUED/OLD BUSINESS:** None.

**NEW BUSINESS:**

**a.) REVIEW OF LAND USE REGULATIONS AS THEY PERTAIN TO FREIGHT FORWARDERS**

Staff is evaluating to possibly allow freight forwarding businesses within certain industrial zones within the City.

These businesses include a business office for the logistical planning of the business, a warehouse for storage of the items, and also a parking area for the temporary parking of the distribution trucks. Freight forwarders contract with different companies to transport their items for distribution. They do not own their own trucks, they contract with other freight companies or truck drivers.

Staff is looking into noise, hours of operation, impact of the truck traffic, appropriate zones and locations, as well as appropriate applications.

Upon initiation of this code amendment, staff will return with a recommendation for the Planning Commission within thirty to sixty days.

Commissioner Celiz asked where in the City we would be bringing these businesses.

Senior Planner Aguilar replied that we would be bringing them in to certain industrial zoned properties, which can include the west side of Telegraph, along Gregg Road, along Durfee, on Whittier Blvd. near Montebello. Senior Planner Aguilar clarified that this code initiation is to direct staff to review if there is an appropriate zone to allow freight forwarders in the City.

Chairperson Elisaldez has an issue with the traffic impact, and possible negative impact to our community.

Deputy Director Gonzalez replied we are looking to possibly allow them on the outer edges of the City.

Commissioner Garcia asked what zoning area these businesses are currently allowed in.

Senior Planner Aguilar answered that these businesses are not allowed in the City's industrial zones, but that a new expanding business is looking to locate on a property on Gregg Road. Staff is conducting further research on this type of business and the impacts on the City to best determine how to regulate them.

Motion to approve initiation of code amendment.

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

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**b.) REVIEW OF LAND USE REGULATIONS AS THEY PERTAIN TO ANIMAL HOSPITALS WITH BOARDING**

Staff is requesting Commission direction to initiate a code amendment to conduct research on animal boarding to determine if this use should be allowed in conjunction

with an animal hospital. Animal boarding is currently not allowed in the City, with the exception of the Towne Center.

Staff will be looking into the issues that may arise due to allowing this use in the City.

Motion to initiate code amendment.

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

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

Commissioner Martinez mentioned a car accident along Pico Vista last week. He asked if Public Works could look into adding speed bumps or some kind of speed deterrant to slow traffic down.

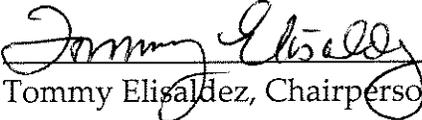
Chairperson Elisaldez would like to thank staff for contacting Southern California Edison regarding the street light at Myron and Passons, which has been fixed.

Commissioner Zermeno received a call from Home Depot regarding the day laborers. Home Depot is having issues with the laborers and would like to meet with City management to discuss how some of the issues with day laborers can be resolved.

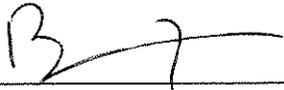
**PLANNING COMMISSION REPORTS:**

- a) CITY COUNCIL MEETING OF February 26, 2013 – Commissioner Zermeno had no issues to report.
  
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, March 12, 2013 – Chairperson Elisaldez confirmed his attendance.

There being no further business the Planning Commission meeting was adjourned at 6:40 p.m.

  
Tommy Elisalde, Chairperson

**ATTEST:**

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

**15<sup>th</sup> WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR**

**MEETING DATE: 03/26/13**

**TOTAL REGISTER AMOUNT: \$662,719.92**

**CHECK NUMBERS: 255960-256146**

**SPECIAL CHECK NUMBERS:**

**REGULAR CHECK TOTAL: \$662,719.92**

**SPECIAL CHECK TOTAL:**

**TOTAL REGISTER AMOUNT: \$662,719.92**

**PAYROLL REGISTER P/P 02/22/13 - 03/08/13**

**Pay Date: 03/14/13**

**VOID ACH CKS** \_\_\_\_\_

**VOID CKS**

**Scrap:**  
381088  
381090  
381157

**SPECIAL CKS**  
381089 1,757.56  
\_\_\_\_\_  
1,757.56

**CKS**  
381091 - 381156 51,656.54  
\_\_\_\_\_  
51,656.54

**ACH**  
381158 - 381358 243,100.52  
\_\_\_\_\_  
243,100.52

**TOTAL** 296,514.62



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** March 26, 2013

**Subject:** REPLACEMENT OF BROADCAST, PRESENTATION,  
AND AUDIO SYSTEM

**Recommendation:**

Award a contract to Matrix Audio Visual Designs in the amount of \$80,775 for the design and rebuild of the City Council Chambers broadcast, presentation, and audio system.

**Fiscal Impact:**

The cost will be \$80,775, and the source of funding will be from Public, Education, and Government (PEG) fees received from the cable television providers.

**Discussion:**

The broadcast, presentation, and audio system is old and needs to be replaced. Over the past two years, components of the system have been failing.

1. In 2010, the control panel went down, and staff could not control the cameras. The unit was refurbished by the manufacturer.
2. In April 2011, the primary DVD recorder and a video converter broke. The City purchased a replacement DVD recorder, and the video converter was bypassed. The size and quality of the display were never resolved, and the clarity of presentations can be out of focus.
3. In May 2011, the control panel went down again, and the unit was refurbished by the manufacturer.
4. In October 2012, the control panel went down again, and the unit was again refurbished by the manufacturer.

5. In January 2013 after the control panel was re-installed, the audio processors began malfunctioning. The malfunctions reduced audio and camera controls available to staff during meetings.

While troubleshooting the system, failures are continuing to develop, so the City investigated the possibility of repair and replacement. Staff recommends replacement of the equipment because the components are beyond their estimated useful life.

Staff obtained quotes from four companies. Two companies quoted systems including an 80" TV for the presentation display. Matrix Audio Visual Designs was the low bid at \$80,775, and this proposal includes a 90" TV for the presentation display.

mr 

Ronald Bates

MM

Attachments:

- 1) Contract
- 2) Proposal



BETWEEN:

Company Name: City of Pico Rivera  
Address: 6615 Passons Blvd.  
Pico Rivera, CA 90660

Hereby referred to as the "Owner"

and

Company Name: Matrix Audio Visual Designs, Inc.  
Address: 2525 W. Burbank Blvd.  
Burbank, CA 91505

Hereby referred to as the "Contractor"

For this Project:

Project Name: City council chambers AV upgrade  
Description of Project: Upgrade to the AV and control system  
Job Site Address: 6615 Passons Blvd., Pico Rivera, CA 90660

With a Contracted Value of: Eighty Thousand Seven Hundred Seventy Four Dollars and Sixty Eight Cents (\$80,774.68), which represents the total price of all Equipment, Software, Work, and other components comprising the System, including 10.0% (budgeted sales tax) and Excludes Owner Furnished Products, provided that the Purchase Price amount may be adjusted in accordance with the terms and conditions contained herein relating to the costs, including variation or modification thereof, of the Equipment, Software, System, and/or Work.

Owner:

Contractor:

Signature

Signature

Name

Name

Title

Title

Date

Date

The Owner and Contractor hereby agree as follows:

## 1. COMPLETE AGREEMENT

- 1.1. This Agreement shall not be binding upon Contractor, unless signed by an authorized representative of the Owner and signed by an officer of Contractor.
- 1.2. Neither the Owner nor Contractor shall assign this agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such an event, the lender shall assume the Owner's rights and obligations under this Agreement. Contractor shall execute all consents reasonably required to facilitate that assignment.
- 1.3. This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, offers, counteroffers, representations or agreements, either written or oral.
- 1.4. This Agreement may be amended only by written instrument signed by both the Owner and Contractor.
- 1.5. This Agreement shall be construed and enforced in accordance with the laws of the State/Province of California having application thereto, without reference to or application of its rules governing conflicts of law.

## 2. CONTRACTOR'S RESPONSIBILITIES

- 2.1. The Contractor's services shall be performed in accordance with the degree of professional skill and care required by applicable law and as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- 2.2. The Contractor shall submit for the Owner's approval a schedule for the performance of the Contractor's services (per Section 15) which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Contractor or the Owner.
- 2.3. The Contractor shall designate a representative authorized to act on behalf of the Contractor with respect to the Project. Insofar as it is reasonable, the same person shall remain consistent from project inception until completion. This representative shall be referred to as the Project Manager.
- 2.4. The Contractor's work shall be neat and workmanlike and shall assign enough workers with the required skills and qualifications to the job to meet its schedule commitments as outlined at the signing of this document.
- 2.5. The Contractor shall coordinate and cooperate with other trades to ensure satisfactory work progress.
- 2.6. The Contractor shall, at its own cost and expense, comply with all State/Provincial and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements necessary for the prosecution of the Work.
- 2.7. The Contractor will install all equipment in accordance with the manufacturers' instructions unless otherwise approved by the Owner. Where these instructions are exceeded by any applicable national and local regulations, ordinances, and codes, such regulations, ordinances, and codes shall apply.
- 2.8. Upon completion of the Work, the Contractor shall remove from the site all unused materials, containers, and equipment. The Contractor will endeavor to protect all floors, walls, and other adjacent surfaces from stains, marring or other damage. The space shall be clean and undamaged.
- 2.9. The Contractor is not responsible for the operation or the performance of equipment supplied by others outside this contract. The Contractor does not warrant that equipment supplied by others either can be connected to or can work satisfactorily with our system, except as specified in this document.

## 3. OWNER'S RESPONSIBILITIES

- 3.1. The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Owner's objectives, schedule, constraints and criteria.
- 3.2. The Owner shall furnish to the Contractor, within 10 days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce its rights.
- 3.3. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or the designated representative shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.
- 3.4. The Owner shall furnish the services, at the Owner's expense, of any and all consultants reasonably required for the proper execution of the project as and when requested by the Contractor. The Contractor shall be entitled to rely upon the accuracy and completeness of any information provided by these consultants.
- 3.5. The Owner shall furnish all legal, accounting, and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests.
- 3.6. The Owner shall provide prompt written notice to Contractor if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in Contractor's proposal and/or quotation.
- 3.7. The Owner shall ensure that the project is secure and set up for both pre-wiring and installation of the Equipment in accordance with the requirements of Contractor. The Owner shall be solely responsible for the Project site conditions, including the security, safety, and fitness of the areas in which Contractor's services are to be performed. The Owner warrants to Contractor that the Project site is adequate and sufficient to install, use, and store the Equipment.
- 3.8. At the time of signing of this agreement, the Owner shall have identified and provide information to the Contractor of all other equipment and connections that will interface with the Equipment to be provided by the Contractor related to this project, with the understanding that any omissions to the information



- provided to date may result in additional charges from the Contractor in order to accommodate such changes or omissions.
- 3.9. The Owner shall provide access to the Project site during normal business hours to allow Contractor to perform its services in a timely and orderly manner. Further, the Owner shall provide suitable and secure locations at the Project site for storage of the Equipment prior to installation.
  - 3.10. The Owner shall provide a representative to accept delivery of equipment from the Contractor as required at the Project site, and shall remain liable for any loss or damage to the Equipment located at the Project site.

#### 4. SCOPE OF SERVICES

- 4.1. Within the context of this document, "Approve" means review of and comment on, existing conditions or design by others. "Design" means complete design service including drawings. "Specify" means establishment of criteria for design to be done by others.
- 4.2. The Contractor shall provide, develop, install, and integrate control system for the Project. The Contractor will consult with the Owner and Owner's representatives or authorized agents in order to review and evaluate the related architectural plans and systems requirements for the project. The Contractor will make all recommendations or modifications as may be required in cooperation with the Owner, or others as directed by the Owner, and shall assist in finalizing a functional description of the system Scope to include schematic designs, design administration, preparation of a preliminary and final budget estimate of audio/visual system costs, attendance at progress meetings, and preparation of preliminary and final drawings and documentation.
- 4.3. The Contractor shall inspect audio/visual systems installed in the Project and will assist the Owner in the commissioning of the audio visual systems. The Contractor will make recommendations as to training, support, and maintenance of the audio/visual systems.
- 4.4. The specific Scope of Services for This project (City of Pico Rivera - City council chambers AV upgrade) are as follows:

##### General notes and meeting minutes

Matrix Audio Visual Designs was called to conduct a site survey to rectify various issues that the City was encountering during meetings. During our site survey on February 20<sup>th</sup> the following issues were brought to our attention.

- Unable to control the audio system via the touch screens.
- The control system hangs up on occasion and client is unable to have control of the system.
- The council chambers has (4) video cameras. One of the cameras is defective.
- Currently there is no means of displaying the time on the video image. The only indication of remaining time is by pointing one of the cameras to the tri-color lamps and recording that image as a picture in picture. Request was made to add remaining time in the video.
- Client also requested a large screen LED display to replace the current projection system.
- The ability to upgrade and install a voting system if needed in future.
- (4) Press audio connection points are of incorrect XLR gender.

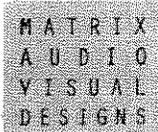
##### Our Observations

- We found the rack to be very unprofessionally wired.
- Loose wires were found in the rack.
- We also feel the majority of the issues are due to incorrect programming.
- With the limited time available for trouble shooting and lack of software source code and considering the age of the audio DSP we feel it would be prudent to replace the audio DSP.

##### Our solution

##### System upgrade

- 4.4.1. Furnish, install and program (1) Biamp audio DSP system.
- 4.4.2. Furnish, install and program (1) control system processor.
- 4.4.3. Replace (4) XLR connectors at the press connection wall plate with male counterpart.
- 4.4.4. Reuse one of the touch panels and program it to control the entire system.
- 4.4.5. Furnish and install (4) hi-definition cameras.
- 4.4.6. Furnish and install (1) hi-definition video production switcher to include zoom, pan and tilt control for each camera. The switcher shall include the ability to store (12) camera presets.
- 4.4.7. In addition, the production switcher shall include the ability to insert graphics on the lower 1/4, 1/3, and 1/2. Furthermore, the lower screen graphics shall include a (10) adjustable steps of transparency levels between the graphic and the video image behind it. The graphics generator shall be a regular PC with DVI output capability installed with PowerPoint or some graphics program. The PC shall be furnished by Owner (OFE).
- 4.4.8. Furnish and install (1) computer graphics to video scan converter. This will allow the hi-definition program feed to be fed to the local cable company.



- 4.4.9. Furnish and install (1) 22" preview touch screen monitor. The monitor shall display video thumbnail presets as well as the ability to show (4) individual cameras, including program and preview windows. The monitor shall be touch capable allowing the user to select (12) thumbnails saved as presets for quick camera setup as well as preview and program selection.
- 4.4.10. Replace the keypad located at the staff desk with one 4.3" touch screen. Incorporate all the current functions of the keypad on the touchscreen as well as provide ability to start and stop request to speak timer.
- 4.4.11. Integrate the tri-color lamps located at the dais with the touch screen timer.
- 4.4.12. Timer to be displayed on the outgoing video to cable company feed.
- 4.4.13. Furnish and install (1) digital video switching system for program selection. The switcher shall include appropriate number and type of inputs to allow connection of (1) laptop, (1) PC and (1) Blu-Ray player. Furthermore, the switcher shall include multiple outputs to feed one display located in the chambers as well as one display in the control room. In addition, the switcher shall include the ability to increase its number of inputs and outputs for future expansion up to a maximum of 8 inputs by 8 outputs.
- 4.4.14. Furnish and install (1) 90" back lit LED display for the council chambers. Included shall be (1) fixed mount for mounting the LCD display located at the currently installed projection screen.
- 4.4.15. Furnish and install (1) wall mounted 22" LCD display (Located in control room) to monitor program content. This will be used to monitor content from laptop, PC and Blu-Ray player.

## 5. INTELLECTUAL PROPERTY

- 5.1. The parties agree that Contractor shall be solely entitled to all patent rights and all copyrights to any products, tools, devices, manuals, plans, drawings, customized programs and software, and anything else subject to patent or copyright (the "Intellectual Property") invented, generated, developed, or otherwise produced by Contractor or its agents, representatives, employees, and subcontractors in connection with the performance of the Services, and shall at all times remain the property of the Contractor. The parties hereto intend and agree, however, that the Contractor shall grant a perpetual, non-exclusive, non-transferable license to any and all products, tools, devices, manuals, plans, drawings, customized programs, and software for the life of the project; provided, however, that:
  - 5.1.1. Such license shall be non-transferable by the Owner without the prior written consent of Contractor, and shall be exercised by the Owner solely for the Owner's benefit in direct connection with the Project following the date of this Agreement;
  - 5.1.2. Licensing rights as outlined shall require the express written permission of the Contractor in order to reproduce or distribute to any other third party any or all of the above mentioned drawings, plans, specifications, reports, and other documentation; and
  - 5.1.3. The Contractor shall maintain rights to all such software source codes, drawings, plans, specifications, reports, and other documentation, for use in connection with the conduct of the Contractor's ordinary course of business, without any compensation or payment of any kind or nature being made to the Owner in connection with such use.
  - 5.1.4. The Contractor shall provide the Owner with current copies of all software upon request; these shall be for archival and administrative purposes only.
  - 5.1.5. Notwithstanding the foregoing, as consideration for the limited licensing rights in connection with the above, the Owner hereby agrees to:
    - 5.1.5.1. Use its best efforts to promote and credit Contractor's integral role in connection with the completion and operation of the Project, which efforts shall include, without limitation, the advertisement and promotion, whenever and wherever reasonably possible, of Supplier as the designer, provider, and supplier of the technology used in connection with the Project.
    - 5.1.5.2. Permit Contractor to cite the Project, together with Contractor's role, relative to the design technology developed and used in connection therewith, for purposes of Contractor's advertising, marketing, and public relations efforts.

## 6. DISPUTE RESOLUTION

### 6.1. MEDIATION

- 6.1.1. In the event that any claim, dispute, or other matter in question arises out of or relates to this Agreement, Owner and Contractor shall first attempt resolution of same via mediation prior to seeking resolution through arbitration and/or initiating legal proceedings. If such a matter relates to or is the subject of a lien arising out of Contractor services, Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 6.1.2. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of an established national, regional, or local mediation service. Request for mediation shall be filed in writing with the other party to this Agreement and with such mediation service.
- 6.1.3. Parties shall mutually agree in writing as to the particular mediation service and/or mediator to conduct and/or officiate the mediation process. The parties shall share the mediator's fee and equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### 6.2. ARBITRATION

- 6.2.1. Any dispute or disagreement arising between the parties in connection with this Agreement which is not settled to the mutual satisfaction of the parties

by the mediation process above within sixty (60) days (or such longer or shorter period as may be mutually agreed upon) from the date that either party initiates a formal mediation request may be settled by non-binding arbitration.

6.2.2. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such a claim dispute or other matter in question would be barred by the applicable statute of limitations.

6.2.3. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Contractor, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent arbitration to any claim, dispute, or other matter in question not described in the written consent or with a person or entity not there named or described. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction over it.

6.2.4. The parties agree that the arbitrator(s) shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator(s) have the authority to make any award that provides for punitive or exemplary damages.

6.2.5. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction.

6.2.6. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties unless the award otherwise provides. Each party shall bear the cost of preparing and presenting its case.

### 6.3. LEGAL PROCEEDINGS

6.3.1. In the event any dispute or disagreement arising between the parties in connection with this Agreement which is not settled to the mutual satisfaction of the parties by the mediation process above within sixty (60) days (or such longer or shorter period as may be mutually agreed upon) from the date that either party initiates a formal mediation request, legal proceedings may be initiated by the allegedly offended party.

6.3.2. The prevailing party in any legal proceedings arising out of or related to this Agreement, shall be entitled to any and all costs, expenses, fees, and attorneys' incurred in such legal proceedings including but not limited enforcement of any judgment(s) obtained via same proceedings. Whether Owner or Contractor is prevailing party in such legal proceedings will be determined in accordance with California law.

6.3.3. Parties to this Agreement agree that any legal proceedings arising out of and/or related to this Agreement shall be limited to the jurisdiction and venue of Los Angeles County, State of California.

## 7. PERMITS

7.1. The Owner shall bear at its own cost all consents, licenses, permits, approvals, authorizations, and inspections from local government authorities, agencies, or officials required for the prosecution and completion of the Work and the delivery of the System as obtained by either the Owner or the Contractor in relation to this project.

7.2. Where such consents, licenses, permits, approvals, authorizations, and inspections are obtained by the Contractor, such costs shall be considered in addition to the approved contract cost, and shall be subject to a 15% administration fee above and beyond the cost paid by the Contractor.

## 8. Exclusions and Assumptions

### 8.1. Exclusions

8.1.1. Electrical outlets and any electrical work.

8.1.2. Patch work

8.1.3. Painting

8.1.4. Bonding ~ 3%

8.1.5. Overtime and/or shift work

8.1.6. Prevailing wage

8.1.7. Certified payroll

8.1.8. Fees and permits

8.1.9. Parking

8.1.10. All cables specified/included in this project are non-plenum.

## 9. REPRESENTATIONS

- 9.1. The Contractor is not, and does not represent to be, a licensed architect, electrician, electrical engineer, mechanical engineer, or structural engineer and shall not perform, nor be responsible for the performance of, the work of such persons. All information, drawings, schematics, specifications, or other documents containing references to, or depictions of, architectural, electrical, or mechanical attributes which are supplied to the Owner by the Contractor hereunder will be provided for the sole purpose of indicating the Contractor's suggestions related to the Work, and the Contractor shall have no liability whatsoever, including liability for the Owner's reliance thereon, except as such information, drawings, documents, specifications, or other documents may relate to the performance of the System.
- 9.2. The Owner's signing and delivery of this Agreement and its performance of its obligations hereunder:
  - 9.2.1. Have been duly authorized by all necessary corporate action;
  - 9.2.2. Do not conflict with any terms or conditions of its Certificate of Incorporation or By-laws;
  - 9.2.3. Do not violate any law, regulation, order, judgment or decree by which it may be bound; and
  - 9.2.4. Will not violate or result in a breach, acceleration, or default under any agreement or understanding to which it is a party or by which it may be bound which will materially affect its ability to perform its obligations hereunder.
- 9.3. When signed and delivered by the Owner, this Agreement will constitute the legal, valid and binding obligation of the Owner, and will be enforceable against it in accordance with its terms and conditions, subject only to the rights of creditors under applicable laws relating to bankruptcy or the relief of debtors.

## 10. TERM & TERMINATION

- 10.1. The term of this Agreement will be from the Effective Date until completion of the Work and payment of the Purchase Price, except as otherwise provided for herein.
- 10.2. Except as otherwise provided for herein, either party may terminate this Agreement upon notice in writing to the other in the event that such other party shall breach or be in default of any of the covenants, obligations, warranties, representations, terms, or conditions of this Agreement in a material manner (a "Default") and such other party fails to remedy such Default within thirty (30) days after notice thereof from the party not in default; provided that where a remedy will reasonably require greater than thirty (30) days to complete, the non-defaulting party may terminate this Agreement if the defaulting party does not start to remedy the Default within the thirty (30) day period, or, once started, fails to diligently proceed with and complete the remedy. Such notice shall provide in reasonable detail the basis upon which the Default is claimed.
- 10.3. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under applicable bankruptcy legislation or any other applicable statute relating to insolvency or the protection of rights of creditors, then the other party may terminate this Agreement.
- 10.4. In the event the Contractor terminates this Agreement pursuant to either paragraph 10.2 or 10.3 of this Section, then all licenses granted by Contractor to the Owner shall immediately terminate and the Owner shall immediately discontinue use of any Software furnished hereunder and return to the Contractor all copies of such Software and any Confidential Information furnished hereunder.

## 11. ADDITIONAL COSTS

- 11.1. The following costs shall be borne by the Owner in addition to the approved contract cost, and shall be billed in full plus an administration fee of 15% at the completion of the project:
  - 11.1.1. Parking
  - 11.1.2. Equipment Storage (under the conditions defined within Section 16.7)
  - 11.1.3. Specifically requested insurance other than as defined within Section 17
  - 11.1.4. Performance and Labor bonds
  - 11.1.5. Permits, licenses, approvals, and Inspections as defined within Section 7

## 12. PREVAILING TERMS

- 12.1. If any purchase order, acceptance, or other document is used by Purchaser in connection with the purchase of the System, then notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this Agreement and any terms thereof which are inconsistent with, different from, or in addition to, the provisions of this Agreement shall be null and void and of no force or effect.

## 13. CHARGES AND INVOICING

- 13.1. The Owner shall pay to Contractor the charges for the equipment, all labor, materials, and services as detailed by Contractor's proposal and revision along with any modifications and changes to same as outlined in any subsequent change orders.
- 13.2. All charges are exclusive of federal, State/Provincial and local sales, use, excise, utility, and gross receipts taxes and other similar tax-like charges, including tax-related surcharges, which the Owner agrees to pay. In the event the Owner provides the Contractor with a duly authorized tax exemption certificate, the Contractor agrees to exempt the Owner in accordance with the law; effective on the date exemption certificate is received by the Contractor.
- 13.3. The Contractor shall invoice the Owner for charges due under this Agreement as set forth herein. All invoices are due and payable within 30 days of the invoice date with the exception of the invoice for the project initiation fees which is due and payable upon signing the Agreement. The Owner is responsible for meeting payment terms as listed below. The Contractor reserves the right to withhold delivery of products, installation, and maintenance services pending this payment.
- 13.4. All invoiced amounts that remain unpaid for more than 30 days shall be subject to a finance charge of 2.5% per month, computed from the date of invoice.



- 13.5. The Owner shall not make any deductions of any kind from any payment becoming due to the Contractor unless Owner shall have received an official credit memorandum from Contractor authorizing such deduction.
- 13.6. If the Owner fails to make any payment to Contractor as provided for herein, the Contractor may, upon 30 business days prior written notice to the Owner, suspend performance of the Work until such payment is received in full and the period of suspension shall be added to the time which Contractor has estimated to complete performance of same.
- 13.7. Payment terms and schedule are agreed as follows:

Below you will find our payment schedule. Matrix Audio Visual Designs is an integration firm we purchase equipment as needed per job basis. Thus our vendors need to be paid on time as equipment is delivered. We ask you to adhere to the following payment terms so in turn we can honor their payment schedule.

Option I Project: \$80,774.68

- o 30% of total project cost at order time or project execution.
- o 30% of the total project cost at the start of installation and delivery of equipment.
- o Remaining 40% at project completion and sign off.

#### 14. OWNERSHIP

- 14.1. All hardware shall remain the property of Contractor until final payment is received.
- 14.2. Upon delivery of any equipment to site, a representative of the Owner shall be required to sign for acceptance of such equipment.
- 14.3. From the point that any hardware is delivered to site, responsibility for the safekeeping and security of such equipment shall be borne by the Owner, who shall remain responsible for the cost of any repair or replacement of such equipment damaged or lost as a result of any actions taken by any individual other than in the direct employment of Contractor.

#### 15. PROJECT SCHEDULE

- 15.1. Time is of the essence in the performance of this Contract. Both the Owner and the Contractor shall proceed with the work in a prompt and diligent manner in accordance with the current project schedule.
- 15.2. The Contractor shall coordinate its work with the work of others on the site in a manner which will avoid conflict or interference with the work of Contractor and others and which will avoid delay in the completion of any part or the entire Project.
  - 15.2.1. The Owner recognizes that construction delays could affect the schedule for any given system, and shall advise Contractor immediately of any adjustments to the project schedule that may have an impact on any system related to Contractor's Scope of Work. Upon presentation of a written request and cost adjustment, the Owner will review, in an expeditious manner, such charges as presented by Contractor to increase the likelihood of meeting the schedule.
- 15.3. Contractor will require various sign-offs and approvals throughout the design, engineering, and installation process. The Contractor, where applicable, shall provide the Owner with a required date of acceptance in order to maintain the agreed project schedule. At that time, the Owner agrees to not unreasonably withhold its agreement for such documents. A minimum of 7 business days, where possible, shall be allotted by Contractor to allow for communication and response from the Owner without penalty to the schedule or project.
- 15.4. Contractor shall not be liable for any default or delay caused by any third party impeding production or delivery of the products ordered. All promises of delivery are made in good faith and Contractor will make best efforts to fulfill them. However, if Contractor is unable to meet a scheduled delivery date, then Contractor shall not be liable for additional transportation charges incurred on the Owner's request to use a faster means of transportation.

#### 16. DELAYS

- 16.1. Delays by other trades, Owner's schedules, approval of Contractor's drawings and submittals, change orders, or non-availability of specific equipment shall be cause for reasonable extensions of completion date.
- 16.2. The Owner's criteria will always be the Contractor's goal; however, no liability can be assumed for such delays.
- 16.3. Any delays due to performance of other trades and/or contractors or labor disputes/strikes related to trades outside Contractor's obligations under this agreement will result in additional fees.
- 16.4. Identified shipping and delivery dates of Equipment are provided in good faith and represent Contractor's best estimate. If the manufacture, delivery, or installation of the Equipment is delayed, in whole or in part, through no fault of Contractor, including, but not limited to, Acts of God, terrorism, war, strikes, fire, and governmental acts, Contractor's performance time shall be extended and Contractor's compensation shall be adjusted due to such a delay.
- 16.5. Contractor shall not be liable for any default or delay caused by any third party impeding production or delivery of the products ordered.
- 16.6. Freight charges contained in this proposal, if any, are estimated to allow standard ground-based shipping methods. If expedited shipping is requested by the Owner, or is required in order to meet a scheduled delivery date, Contractor shall be additionally compensated for additional transportation charges incurred on the Owner's behalf.
- 16.7. If the Owner requests a delay in the shipment or installation of Equipment that has already been ordered or manufactured, Contractor upon receiving that Equipment may place the identified Equipment in storage at the Owner's expense.
- 16.8. The Owner shall pay the storage charges upon acceptance.



- 16.9. If the Owner requests a delay in the shipment or installation of Equipment before the Equipment has been ordered or manufactured, the Owner shall pay any increases in the Equipment's price occurring prior to the date of subsequent release of order by Contractor.
- 16.10. Notwithstanding any provision to the contrary in this Agreement, if the Owner requests a delay, or if for any reason the project is suspended for thirty (30) consecutive days, the Owner shall compensate Contractor within 15 days of the date of notification of request of delay by Owner or within 15 days of the thirtieth (30th) day of suspension,
- 16.10.1. The full price of services performed prior to the request or suspension, and
- 16.10.2. The full price of all Equipment ordered and applicable storage charges.
- 16.11. When the Project is resumed, Contractor shall be compensated for expenses incurred in the interruption and resumption of Contractor's services. Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.
- 16.12. If the project is suspended or Contractor's services are suspended for more than 60 consecutive days, Contractor may terminate this Agreement by giving not less than 15 days' written notice.

## 17. INSURANCE

- 17.1. The Contractor shall, at its own expense, carry all workers compensation insurance to protect Contractor's employees and comprehensive general liability insurance necessary for the protection of the Contractor and the Owner.
- 17.2. This will cover injury to persons or property arising from acts of the Contractor during the progress of the work.
- 17.3. Any sub-contractors will be required to provide similar insurance coverage.
- 17.4. The Owner shall obtain and pay for insurance against injury to its own employees, if any, and persons on the site at the Owner's direction.
- 17.5. The Contractor shall not be responsible for any on site damage solely caused by the Owner or his agents, or by Acts of God beyond the control of the Contractor.
- 17.6. The Contractor shall submit a Certificate of Insurance naming the Owner as additional insured upon written request by the Owner.

## 18. LIMITATION OF LIABILITY

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES; LOSS OF REVENUE OR PROFIT; OR LOSS, DAMAGE OR DESTRUCTION OF DATA OR PROPERTY INCLUDING SOFTWARE PROBLEMS EXPERIENCED BY OWNER IN SOFTWARE PACKAGES OR DATABASES IN PLACE PRIOR TO THE INSTALLATION OF ANY SOFTWARE HEREUNDER AND INCLUDING ANY ELECTRICAL DAMAGE OR ELECTRICAL PROBLEMS THAT MAY OCCUR AS A RESULT OF ANY OF THE USE OF THE EQUIPMENT OR INSTALLATION OR MAINTENANCE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT; REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF AWARE OF THE POSSIBILITY THEREOF. CONTRACTOR'S LIABILITY FOR DAMAGES FOR BREACH OF THE AGREEMENT OR ARISING IN ANY OTHER RESPECT OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE MONIES PAID TO CONTRACTOR BY OWNER FOR THE ITEM(S) OF EQUIPMENT OR SERVICE GIVING RISE TO THE CAUSE OF ACTION; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO PERSONAL INJURY, INCLUDING DEATH OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE THAT ALL OF ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE OWNER'S FAILURE TO DO SO, OR FOR THE COST OF RECONSTRUCTION DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., WHICH IS LOST DURING THE COURSE OF PERFORMANCE OF CONTRACTOR HEREUNDER.

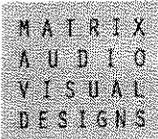
## 19. FORCE MAJEURE

Contractor shall not be deemed in breach of contract, negligent, at fault, or liable for any delay or failure of performance resulting from Acts of God, war, accidents, riots, terrorism, civil insurrection, labor disputes, strikes or any other cause not the fault of and beyond the reasonable control of Contractor; provided, that Contractor will give the Owner prompt notice of the delay in sufficient detail to permit the Owner the opportunity to minimize the effect of such delay, if practicable.

## 20. WARRANTY

- 20.1. All equipment furnished by Contractor shall be accompanied by each manufacturer's standard warranty. Contractor shall be solely responsible for seeing that warranty repairs are made.
- 20.2. In addition to the standard manufacturer's warranty, Contractor warrants that all Equipment and Installation shall be fit for its intended purpose as outlined in the Statement of Work and free from defects in materials and workmanship for one year after Substantial Completion.
- 20.3. Notwithstanding the foregoing, Contractor's warranty obligations shall not apply to the extent that the Equipment has been subjected to abuse, unauthorized modifications or alterations, improper maintenance, unauthorized or improper repair and misuse, including, but not limited to, operating the Equipment outside of its environmental, performance, electrical, temperature, or humidity specification.
- 20.4. For any services covered under the Contractor's one (1) year warranty, Contractor shall be the sole source utilized for repairs. The Owner agrees to provide access for any scheduled or requested services of the System or Equipment. If the Equipment is not available during the scheduled time, Contractor may charge the Owner its normal trip charge and, if asked to wait on-site, Contractor's current published hourly rates for standing by until the Equipment is made available or until instructed to return at another time.

## 21. DURATION OF WARRANTY



- 21.1. Except as otherwise provided by virtue of any manufacturer's warranty set forth in Paragraph 22.2, all warranties made herein by Contractor shall commence as of the execution of this Agreement, and shall remain in effect for a period of one (1) year following the achievement of Substantial completion, as outlined within Section 20 of this document, or first beneficial use, whichever occurs first.
- 21.2. In the event that the Owner desires to engage Contractor to perform and/or provide additional services and/or Project maintenance following the expiration of said one (1) year warranty period, Contractor shall submit to the Owner a quotation for an extended service and/or maintenance arrangement.

## 22. WARRANTY CLAIMS

- 22.1. Upon receipt of written notice from the Owner of any warranty claim pursuant to this Section, the Owner may, as its sole remedy against Contractor under this Agreement, require Contractor to correct any Services not conforming to the warranties set forth herein, or promptly repair and/or replace any deficient goods, materials, or equipment sold or provided by Contractor in connection herewith.
- 22.2. The cost and expense of all such remedial work, so as to bring the Services in compliance with the warranties set forth herein, shall be borne solely by the Contractor.
- 22.3. Contractor's sole obligation in connection with this Section shall be limited to the correction and/or repair of any Services, or the repair and/or replacement of any goods, materials, or equipment sold or provided to the Owner in connection therewith, which do not conform to the warranties set forth herein.
- 22.4. Contractor shall assume no liability or expense for any corrections, repairs, or replacements except those performed by Contractor or its authorized agents, and Contractor shall not be liable for any expense or damages beyond the actual cost of correction, repair, or replacement as set forth in this Section. With respect to all repair and/or replacement obligations imposed upon Contractor pursuant to this Section, it shall be within the Contractor's sole discretion as to whether to repair or replace any deficient goods, materials, or equipment; which option shall in all events be accepted by the Owner so long as the deficient goods, materials, or equipment, as applicable, are made to conform to the warranties set forth by Contractor pursuant to this Section.
- 22.5. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS ARTICLE IV ARE EXCLUSIVE AND ARE ACKNOWLEDGED BY THE OWNER TO BE IN LIEU OF ALL SUCH OTHER REMEDIES AS MAY OTHERWISE BE AVAILABLE TO THE OWNER AT LAW OR IN EQUITY.

## 23. SUBSTANTIAL COMPLETION & ACCEPTANCE

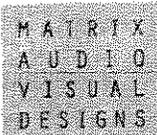
- 23.1. Upon completion of installation and testing, notification will be transmitted by the Contractor to the Owner of such completion in the form of a Certificate of Substantial Completion.
- 23.2. A demonstration to the Owner of system functionality, in keeping with the Scope of Work as outlined herein, shall be scheduled within 7 days of such notification at a time mutually acceptable to both parties.
- 23.3. During the demonstration, the Owner shall prepare a punch list of deficiencies; if any deficiencies are noted during the demonstration, these shall be noted on the Certificate of Substantial Completion.
- 23.4. Contractor and the Owner shall agree upon and identify any deficiencies that would prevent the Owner from having beneficial use of the System(s) and Equipment.
- 23.5. The Contractor shall promptly correct any deficiencies deemed as preventing beneficial use, at which point the Owner shall sign the Certificate of Substantial Completion. This shall be deemed as Substantial Completion.
- 23.6. In no event shall the Owner use or operate the System(s) or Equipment until Contractor achieves Substantial Completion.
- 23.7. Should the Owner use or operate the system prior to the Contractor achieving substantial completion, the Owner will automatically deem the project substantially complete, coincidentally triggering and accepting any payment conditions that may be associated with this milestone, with any outstanding deficiency resolution by the contract now deemed a part of final acceptance and signoff.
- 23.8. Promptly following Contractor's provision to the Owner of a Certificate of Substantial Completion, the Contractor shall remedy any remaining deficiencies noted at the time of Substantial Completion, and the Owner shall execute a mutually acceptable Final Acceptance and Project Completion Agreement indicating that all facets of the Services have been completed by Contractor in accordance with the terms and conditions of this Agreement.

## 24. CHANGES IN THE SCOPE OF WORK

- 24.1. Costs resulting from material changes in the Scope of Work of this project by the Owner, additional requirements or restrictions placed on Contractor by the Owner, or changes in the configuration of the Equipment described herein, will be added to, or subtracted from, the contract value depending upon the changes required.
- 24.2. When Contractor becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Owner, prior to continuing work. Contract Change Order cost calculations will be commensurate with the materials and labor rates provided within the base contract.
- 24.3. Such changes shall be billed at 100% of the approved value upon completion of the change, and shall not be subject to the progressive payment schedule as outlined within Section 12 of this document.

## 25. RETURN POLICY & RESTOCKING CHARGES

- 25.1. Under no circumstances shall the Equipment be returned by the Owner without Contractor's Return Merchandise Authorization (RMA) number.



- 25.2. The following conditions apply to systems included in this Agreement:
- 25.3. No custom equipment returns will be allowed.
- 25.4. Return of equipment damaged by the Owner, or any of their representatives will not be accepted.
- 25.5. Equipment returned for any reason, other than warranty repair or defect, must
- 25.6. Be in original "as-new", undamaged and untarnished condition
- 25.7. Include, at the time of return, all supplied accessories in original "as-new", undamaged and untarnished condition, and
- 25.8. Include, at the time of return, all original packaging, manuals and documentation for any returns to be accepted.
- 25.9. It shall be the Owner's responsibility to provide storage for such packaging should they wish to retain such subsequent to equipment delivery.
- 25.10. Returns of software products sold and delivered will not be accepted.
- 25.11. Restocking charges for equipment subject to return shall be invoiced to the Owner as follows:
- 25.12. Costs of any restocking fees to be charged by the Equipment vendor to Contractor to re-stock the items in question.
- 25.13. All related miscellaneous costs related to the return of such goods, including, but not limited to, transportation, brokerage, etc.
- 25.14. Labor charges associated with removal, project administration, project management, system re-engineering, system re-programming, system re-drafting, handling of goods, etc.

## 26. ASSIGNMENT

- 26.1. Neither party may assign or transfer to any person or entity its rights or obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 26.2. Any prohibited assignment of this Agreement or the obligations hereunder shall be null, void, and of no effect.
- 26.3. Upon permitted assignment hereunder, the terms and conditions of this Agreement shall become the direct and primary obligations of the assignee or successor in interest.
- 26.4. Subject to the foregoing, all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of each party's permitted successors and assignees.

## 27. NOTICES

- 27.1. A notice, document, or other communication required hereunder shall be deemed to have been properly given or delivered if same is delivered by hand, sent via fax or email and confirmed by certified mail, or sent by certified or registered mail to the following address:

### OWNER

City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, CA 90660  
Mr. Jose Gonzalez  
Tel: 562 801-4401  
Fax: 562 942-8828  
E-mail: [jgonzalez@pico-rivera.org](mailto:jgonzalez@pico-rivera.org)

### CONTRACTOR

Matrix Audio Visual Designs, Inc.  
2525 W. Burbank Blvd.  
Burbank, CA 91505  
Mr. Hovik Mirzakhanian  
Tel: 818 841-4700 Ext. 262  
Fax: 818 841-4707  
E-Mail: [hovik@matrixav.com](mailto:hovik@matrixav.com)

## 28. PUBLICITY

- 28.1. The Owner agrees that the Contractor may publicize and advertise its relationship with and work for the Owner to promote the Contractor's business.
- 28.2. The Owner agrees the Contractor upon request and at an agreed and scheduled time may photograph its work related to this project at the Owner's location(s). The Owner shall release all rights of reproduction of such photos to the Contractor; however, upon request the Owner shall be afforded any rights to reproduction or use of such photos for the Owner's purposes without cost.

## 29. NON-SOLICITATION

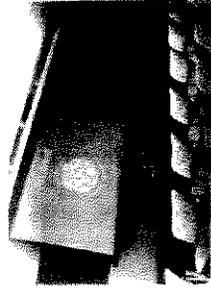
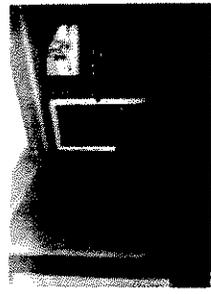
- 29.1. The Owner agrees that it will not, without the prior written consent of the Contractor, during the term of this agreement or for a period of one (1) year after any direct contact with the employee;
- 29.2. Induce, entice, hire, or attempt to hire or employ any employee of the Contractor.
- 29.3. Contact and/or solicit any other Person that has an exclusive business relationship with the Contractor in the Contractor's Business and which provides products and services to the Contractor.

## 30. ACCESS TO SITE -- HOURS OF ACCESS

- 30.1. So as to ensure proper and timely performance of its duties, Contractor shall have access to the project site during all normal business hours and otherwise upon the reasonable consent of the Owner.
- 30.2. Contractor shall not be liable for any delay or failure relative to the provision of its duties caused by the failure of Owner or site status to provide such access.

- 30.3. The Owner agrees that Contractor shall not be liable for any additional costs related to site access outside of these hours as a result of any delay per Sections 16 or 18 of this agreement.
- 30.4. Any requirement for the need to work overtime shall be presented by the Contractor to the Owner in writing for approval prior to being undertaken; the Owner agrees to approve such charges or grant an extension to the completion schedule within one (1) business day.
- 30.5. If the site is not available during the scheduled time, the Contractor may charge the Owner the greater of its minimum callout/trip charge or, if asked to wait on-site, the Contractor's hourly rates to stand by until the site is made available, plus travel time and mileage allowances if instructed to return at another time.

MATRIX  
AUDIO  
VISUAL  
DESIGNS



**PROJECT SITE:**  
City of Pico Rivera  
Council Chambers AV Upgrade  
Jose Gonzales  
Purchasing  
6615 Passons Blvd.  
Pico Rivera, CA 90660-1016

**SUBMITTED TO:**  
Jose Gonzales  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, CA 90660-1016

**SUBMITTED:**  
Council Chambers AV Upgrade  
2/25/2013  
Hovik Mirzakhanian  
Matrix Audio Visual Designs, Inc.  
2525 W. Burbank Blvd.  
Burbank, CA 91505  
Tel: 888 883-4836  
Fax: 818 841-4707

**Project #:** P000394  
**Proposal Date:** 2/25/2013  
**Proposal Valid Through:** 4/26/2013  
**Cage Code:** 1MTM3  
**DUNS :** 087298811  
**TIN:** 95-4748016  
**GSA Contract #:** GS03F0014P



Project #: P000394  
 Project Name: Council Chambers AV Upgrade  
 Client Name: City of Pico Rivera  
 Client Contact: Jose Gonzalez

**COMPLETE SYSTEM COST**

City Council Chambers - With 90" Display	\$	80,774.68
City Council Chambers - Without 90" Display	\$	69,145.07



**Total System Cost: \$ 80,774.68**



Project #: P000394  
 Project Name: Council Chambers AV Upgrade  
 Room Name: City Council Chambers - With 90" Display  
 Client Name: City of Pico Rivera  
 Client Contact: Jose Gonzalez

Item	Qty	Description	Unit	Price	Extended
<b>Audio System</b>					
1	1.00	Up to 48 channels of I/O, 1 DSP-2 card	EA	\$ -	\$ -
2	1.00	Up to 48 channels of I/O, 1 DSP-2 card	EA	\$ 3,636.36	\$ 3,636.36
3	8.00	4 Channel mic/line input card	EA	\$ 192.05	\$ 1,536.36
4	4.00	4 channel mic/line output card	EA	\$ 169.32	\$ 677.27
5			EA	\$ -	\$ -
6			EA	\$ -	\$ -
<b>Production Side Video System</b>					
7	1.00	ProductionVIEW HD MV - Production Switcher	EA	\$ 7,814.21	\$ 7,814.21
8	1.00	TeleTouch 22" HD Touch Screen LCD Monitor with Base	EA	\$ 1,174.86	\$ 1,174.86
9	4.00	WallVIEW HD-19 High Definition Pan/Tilt/Zoom Camera System	EA	\$ 3,273.22	\$ 13,092.90
10	1.00	Time inserter - Standard definition	EA	\$ 498.00	\$ 498.00
11	1.00	Composite Video DA	EA	\$ 111.11	\$ 111.11
12	1.00	K1 SERIES SINGLE DISPLAY SLAT MNT, BLK	EA	\$ 190.77	\$ 190.77
13	1.00	Computer Graphics Video & HDTV Scan Converter	EA	\$ 336.11	\$ 336.11
14			EA	\$ -	\$ -
15			EA	\$ -	\$ -
<b>Presentation Side Video System</b>					
16	1.00	8x8 DigitalMedia™ Switcher	EA	\$ 2,443.18	\$ 2,443.18
17	1.00	DigitalMedia 8G+™ Input Card for DM® Switchers	EA	\$ 625.00	\$ 625.00
18	1.00	HDMI® Input Card for DM® Switchers	EA	\$ 454.55	\$ 454.55
19	1.00	DVI/RGB Input Card for DigitalMedia™ Switchers	EA	\$ 454.55	\$ 454.55
20	1.00	DigitalMedia 8G+™ Transmitter 201	EA	\$ 738.64	\$ 738.64
21	1.00	DigitalMedia 8G+™ Receiver & Room Controller 200	EA	\$ 511.36	\$ 511.36
22	1.00	2 DM 8G+ w/1 HDMI & 2 HDMI w/2 Stereo Analog Audio Output Card	EA	\$ 1,136.36	\$ 1,136.36
23	1.00	90" Full 3D 1080p HD LED LCD Internet TV	EA	\$ 8,689.47	\$ 8,689.47
24	1.00	X-Large FUSION™ Micro-Adjustable Fixed Wall Mount	EA	\$ 175.23	\$ 175.23
25	1.00	22" High Definition Monitor	EA	\$ 186.36	\$ 186.36
26	1.00	K1 SERIES SINGLE DISPLAY SLAT MNT, BLK	EA	\$ 181.46	\$ 181.46
27	1.00	1080p 24Hz 3D Blu-ray Disc® Player	EA	\$ 425.88	\$ 425.88
28			EA	\$ -	\$ -
<b>Control System</b>					
29			EA	\$ -	\$ -
30	1.00	3-Series Control System®	EA	\$ 1,022.73	\$ 1,022.73

Equipment Subtotal: \$ -  
 Labor Subtotal: \$ -  
 Miscellaneous: \$ -  
 Sales Tax @ 10%: \$ -

**Total Room/Option Cost: \$ -**



Project #: P000394  
 Project Name: Council Chambers AV Upgrade  
 Room Name: City Council Chambers - With 90" Display  
 Client Name: City of Pico Rivera  
 Client Contact: Jose Gonzalez

Item	Qty	Description	Unit	Price	Extended
31	1.00	48-Button Control Panel Interface, LED	EA	\$ 664.77	\$ 664.77
32	1.00	4.3" Designer Touch Screen, White Smooth	EA	\$ 625.00	\$ 625.00
33	1.00	Multi-Surface Mount Kit, Gloss White	EA	\$ 113.64	\$ 113.64
34	1.00	Cresnet Distribution Block	EA	\$ 170.45	\$ 170.45
35	2.00	OFE- Touch Panel	EA	\$ -	\$ -
36	1.00	16 Port Fast Ethernet with 16 Port Full PoE Switch	EA	\$ 1,079.55	\$ 1,079.55
37			EA	\$ -	\$ -
38			EA	\$ -	\$ -
39			EA	\$ -	\$ -
39		<b>Cables and Power Control</b>			
40	1.00	DigitalMedia 8G™ Cable, non-plenum, 500 ft spool	500FT	\$ 204.55	\$ 204.55
41	1.00	Crestron® Certified HDMI® to DVI Interface Cable, 20 ft	EA	\$ 51.14	\$ 51.14
42	1.00	Crestron® Certified HDMI® Interface Cable, 3 ft	EA	\$ 22.73	\$ 22.73
43	4.00	Crestron® Certified Computer VGA Interface Cable, 3 ft	EA	\$ 11.36	\$ 45.44
44	1.00	Crestron® Certified Computer VGA Interface Cable, 6 ft	EA	\$ 26.14	\$ 26.14
45			EA	\$ -	\$ -
46	1.00	Individual outlet controlled UPS	EA	\$ 1,133.98	\$ 1,133.98
47	1.00	Production View HD, YC composite video cable	EA	\$ 39.77	\$ 39.77
48			EA	\$ -	\$ -
49	1.00	Demolition of the existing equipment rack. Includes removing of the obsolete equipment, organizing wires, labeling the existing wires and preparing for installation.	EA	\$ -	\$ -
50			EA	\$ -	\$ -
51			EA	\$ -	\$ -
52			EA	\$ -	\$ -
53			EA	\$ -	\$ -
54			EA	\$ -	\$ -
55			EA	\$ -	\$ -
56			EA	\$ -	\$ -
57			EA	\$ -	\$ -
58			EA	\$ -	\$ -
59			EA	\$ -	\$ -
60			EA	\$ -	\$ -

Equipment Subtotal: \$ 50,289.89  
 Labor Subtotal: \$ 23,519.64  
 Miscellaneous: \$ 1,760.15  
 Sales Tax @ 10%: \$ 5,205.00  
**Total Room/Option Cost: \$ 80,774.68**



Project #: P000394  
 Project Name: Council Chambers AV Upgrade  
 Room Name: City Council Chambers - Without 90" Display  
 Client Name: City of Pico Rivera  
 Client Contact: Jose Gonzalez

Item	Qty	Description	Unit	Price	Extended
<b>Audio System</b>					
1	1.00	Up to 48 channels of I/O, 1 DSP-2 card	EA	\$ -	\$ -
2	1.00	Up to 48 channels of I/O, 1 DSP-2 card	EA	\$ 3,636.36	\$ 3,636.36
3	8.00	4 Channel mic/line input card	EA	\$ 192.05	\$ 1,536.36
4	4.00	4 channel mic/line output card	EA	\$ 169.32	\$ 677.27
5			EA	\$ -	\$ -
6			EA	\$ -	\$ -
<b>Production Side Video System</b>					
7	1.00	ProductionVIEW HD MV - Production Switcher	EA	\$ 7,814.21	\$ 7,814.21
8	1.00	TeleTouch 22" HD Touch Screen LCD Monitor with Base	EA	\$ 1,174.86	\$ 1,174.86
9	4.00	WallVIEW HD-19 High Definition Pan/Tilt/Zoom Camera System	EA	\$ 3,273.22	\$ 13,092.90
10	1.00	Time inserter - Standard definition	EA	\$ 498.00	\$ 498.00
11	1.00	Composite Video DA	EA	\$ 111.11	\$ 111.11
12	1.00	K1 SERIES SINGLE DISPLAY SLAT MNT, BLK	EA	\$ 190.77	\$ 190.77
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14			EA	\$ -	\$ -
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<b>Presentation Side Video System</b>					
16	1.00	8x8 DigitalMedia™ Switcher	EA	\$ 2,443.18	\$ 2,443.18
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22	1.00	2 DM 8G+ w/1 HDMI & 2 HDMI w/2 Stereo Analog Audio Output Card	EA	\$ 1,136.36	\$ 1,136.36
23	1.00	22" High Definition Monitor	EA	\$ 186.36	\$ 186.36
24	1.00	K1 SERIES SINGLE DISPLAY SLAT MNT, BLK	EA	\$ 181.46	\$ 181.46
25	1.00	1080p 24Hz 3D Blu-ray Disc® Player	EA	\$ 425.88	\$ 425.88
26			EA	\$ -	\$ -
27			EA	\$ -	\$ -
<b>Control System</b>					
28	1.00	3-Series Control System®	EA	\$ 1,022.73	\$ 1,022.73
29	1.00	48-Button Control Panel Interface, LED	EA	\$ 664.77	\$ 664.77
30	1.00	4.3" Designer Touch Screen, White Smooth	EA	\$ 625.00	\$ 625.00

Equipment Subtotal: \$ -  
 Labor Subtotal: \$ -  
 Miscellaneous: \$ -  
 Sales Tax @ 10%: \$ -

**Total Room/Option Cost: \$ -**

Project #: P000394

Project Name: Council Chambers AV Upgrade

Room Name: City Council Chambers - Without 90" Display

Client Name: City of Pico Rivera

Client Contact: Jose Gonzalez



Item	Qty	Description	Unit	Price	Extended
31	1.00	Multi-Surface Mount Kit, Gloss White	EA	\$ 113.64	\$ 113.64
32	1.00	Cresnet Distribution Block	EA	\$ 170.45	\$ 170.45
33	2.00	OFE- Touch Panel	EA	\$ -	\$ -
34	1.00	16 Port Fast Ethernet with 16 Port Full PoE Switch	EA	\$ 1,079.55	\$ 1,079.55
35			EA	\$ -	\$ -
36			EA	\$ -	\$ -
37			EA	\$ -	\$ -
<b>Cables and Power Control</b>					
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40	1.00	Crestron® Certified HDMI® Interface Cable, 3 ft	EA	\$ 22.73	\$ 22.73
41	4.00	Crestron® Certified Computer VGA Interface Cable, 3 ft	EA	\$ 11.36	\$ 45.44
42	1.00	Crestron® Certified Computer VGA Interface Cable, 6 ft	EA	\$ 26.14	\$ 26.14
43			EA	\$ -	\$ -
44	1.00	Individual outlet controlled UPS	EA	\$ 1,133.98	\$ 1,133.98
45	1.00	Production View HD, YC composite video cable	EA	\$ 39.77	\$ 39.77
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47	1.00	Demolition of the existing equipment rack. Includes removing of the obsolete equipment, organizing wires, labeling the existing wires and preparing for installation.	EA	\$ -	\$ -
48			EA	\$ -	\$ -
49			EA	\$ -	\$ -
50			EA	\$ -	\$ -
51			EA	\$ -	\$ -
52			EA	\$ -	\$ -
53			EA	\$ -	\$ -
54			EA	\$ -	\$ -
55			EA	\$ -	\$ -
56			EA	\$ -	\$ -
57			EA	\$ -	\$ -
58			EA	\$ -	\$ -
59			EA	\$ -	\$ -
60			EA	\$ -	\$ -

Equipment Subtotal: \$ 41,425.19  
 Labor Subtotal: \$ 21,754.65  
 Miscellaneous: \$ 1,657.01  
 Sales Tax @ 10%: \$ 4,308.22  
**Total Room/Option Cost: \$ 69,145.07**



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** March 26, 2013  
**Subject:** COMMERCIAL FAÇADE REHABILITATION PROGRAM  
GUIDELINES REVISION

**Recommendation**

Approve the revised Commercial Façade Rehabilitation Program Guidelines establishing a calculation for the grant and loan awards available to program applicants.

**Fiscal Impact:**

None at this time. \$200,000 is budgeted in Community Development Block Grant (CDBG) funds for the program for this fiscal year.

**Discussion:**

The Commercial Façade Program is designed to facilitate exterior improvements to commercial properties and is currently available to all commercial properties in the City which meet CDBG criteria eligibility requirements to predominantly serve low and moderate income persons. The program provides a maximum award of \$95,000 consisting of a grant up to \$76,000 with a 20% match required from the property owner. If the owner cannot provide the 20% match, the City may provide a loan at 0% interest up to \$19,000. The loan is due 15 years from the date of project completion.

Currently, all qualified applicants are eligible to receive the entire \$95,000 grant and loan award without regard to the length of the façade for their commercial building. Since the program's inception back in July of 2012, staff has generally learned that a grant/loan amount of \$95,000 is sufficient to complete smaller-sized buildings (up to 235' of linear building frontage); however, it is not enough funding to complete larger projects that may have 236' or more of linear building frontage.

COUNCIL AGENDA REPORT – MTG. OF MARCH 26, 2013  
COMMERCIAL FAÇADE REHABILITATION GUIDELINES REVISION  
Page 2 of 2

To date, the City has received numerous applications from building owners for the Commercial Façade Program with linear building frontage ranging from 50' to 500' so larger buildings cannot be effectively served by the program at this time. As such, staff is proposing a revision to the Program Guidelines to include a calculation for determining award amounts. Staff is proposing that eligible applicants be allowed to apply for a loan and grant award of up to \$400 per linear foot of building frontage for a maximum award of \$140,000. In addition, properties with more than 350' of linear frontage will be capped at \$140,000. The 80% grant and 20% matching fund terms will remain unchanged.

For comparison purposes, staff conducted research and found that most jurisdictions identify a ratio of funding per square foot of linear building frontage to more fairly determine the award amount for each qualifying applicant. This proposed change will not impact any of the existing projects already in process. Staff recommends approval of the revision to the Program Guidelines, attached as Exhibit A.



Ronald Bates

RB:BM:GA:ll

Attachment: Exhibit A-Revised Commercial Façade Guidelines

## Exhibit A

### CITY OF PICO RIVERA

#### COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT COMMERCIAL FAÇADE PROGRAM

#### PROGRAM GUIDELINES

##### I. INTRODUCTION

The Commercial Façade Program (Program) offered through the Community and Economic Development Department of the City of Pico Rivera (City) is a tool for the revitalization of targeted commercial areas. The City wishes to improve the exterior visual appearance of commercial properties in the City, thereby increasing their attractiveness to potential new businesses and customers.

The Program is funded with Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.

##### 1. Goals

- Improve visual quality of the building façades
- Enhance or restore buildings to create attraction for new businesses
- Restore economic vitality and investment confidence
- Achieve of a high standard of design for individual buildings
- Use of high quality materials and workmanship on building façades

##### 2. Summary Requirements

- a. This program is only available to owners of commercial properties consisting of businesses which provide a benefit to all of the residents of the primarily residential area where a least 51% of the residents are low- to moderate-income persons.
- b. Award is calculated at \$400 per lineal foot of façade frontage with a maximum project amount of \$140,000 consisting of 80% grant funds (up to \$112,000) and 20% matching funds (up to \$28,000).
- c. Funds must be used for exterior improvements only.
- d. Property taxes must be paid current.
- e. Businesses occupying the property to be rehabilitated must have a current business license and have no active code enforcement issues pending.
- f. All improvements must conform to the City's Municipal Code and California Building Code requirements.
- g. Funds are available on a first-come-first-served basis.
- h. Applicants must comply with the program requirements for a period of fifteen years.

##### 3. Award

Approved applicants are eligible to receive a grant up to \$112,000 covering eighty-percent (80%) of the total project cost. The remaining twenty-percent (20%) of the project cost is required as a match funded by the applicant. Certain applicants may qualify for a loan covering the required twenty-percent match (up to \$28,000). The total

award is calculated based upon the front linear footage of the building at a rate of \$400 per linear foot. Front linear footage shall include only the primary façade(s) of the building which faces a commercial thoroughfare. Front linear footage does not include rear facades, alley façades, and secondary façades not plainly visible from a main commercial thoroughfare. Properties with a linear frontage greater than 350 feet shall be capped at \$140,000 total in loan and grant combination.

## II. ELIGIBILITY

This program is available to eligible commercial properties citywide. Eligibility is determined by the City based upon the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program guidelines. All projects participating in the Program must meet the CDBG program's national objective of benefitting low-and moderate-income persons. Per Section 105(c)(2) of the Housing and Community Development Act of 1974, the project must meet the needs of low- to moderate-income persons and be located in area where an average of 51% or more of the population has an income below 80% of the community average. In addition to this service area requirement, the building must be on or adjacent to a commercial thoroughfare.

### A. Businesses Not Eligible:

The following types of businesses and uses are ineligible to participate in the Program:

- Exclusively residential buildings
- Franchise and chain businesses (as defined by HCED)
- Branch banks
- Businesses whose market does not serve low/moderate income clientele such as an art gallery which sells expensive works of art.
- Businesses located within the Commercial Planned Development (CPD) zone or within a specific-plan zone.
- Businesses which have received City assistance/funding within the last 15 years.
- Vacant buildings are not eligible for the Program unless a lease has been signed for a business meeting the trade area L/M benefit test.

### B. Eligible Costs and Improvements

All eligible façade improvements must be consistent with Program goals, land use, architectural design guidelines, and applicable zoning and building codes. Eligible costs include:

- Architectural Design fees, Planning Division fees, Building & Safety Division fees, and other fees as determined pertinent by the Community & Economic Development Director.
- Loan costs, such as title report, recording fees, etc.
- Labor and materials for eligible façade Improvements.
- Exterior building alterations to improve accessibility.

Program funds must be used for eligible exterior improvements, based on the following order of priority:

1. *Basic building façade improvements:*

- Painting
- Door and window repair or replacement
- Anti-graffiti film for glass windows and doors
- New stucco application
- Roof parapet walls to screen air conditioning equipment
- Professionally designed signage
- Lighting, including safety lighting

2. *Supplementary façade improvements:*

- Canvas awnings
- Decorative brick, stone veneer and/or tile accents
- Roof parapet walls for decorative purposes
- Moldings, cornices, and trim

C. Ineligible Costs and Improvements

Ineligible improvements include, but are not limited to improvements that do not conform to Program goals, land use, architectural design guidelines, and applicable zoning and building codes, such as:

- Parking lot, paving or landscaping improvements
- Trash receptacles and other streetscape accessories
- Painted wall signs, vinyl wall signs, banners, temporary signage or window signs
- Use of exposed neon
- Security bars or security gates
- Bare aluminum storefronts
- Brightly painted buildings (i.e., bright yellow, green, magenta, red, etc.)
- Any work that was started prior to Program loan approval
- Refinancing of existing debt
- New construction and additions
- Any work involving freestanding signs or fencing

D. Requirements for loans only

1. *Debt Service Coverage Ratio* - Debt service coverage ratio (DSCR) is the proportion of the net operating income to debt payment, which is used to measure the property's ability to produce enough revenue to cover its monthly mortgage obligations. The Program requires a 1:1 DSCR. Lower DSCR's are considered on a case-by-case basis.
2. *Loan-to-value* - Existing loans plus the grant and the City loan amount may not exceed a Loan-to-value ratio of 100%.
3. *Loan Fees* - The Program does not charge loan origination fees. The only loan closing cost will consist of title insurance in the amount of approximately five hundred dollars

(\$500). The cost of title insurance will be included as part of the loan amount. Therefore, there will be no out-of-pocket loan closing expenses.

### III. GRANT AND LOAN TERMS

The City will provide funding assistance based on the needs of the project, as follows:

1. A grant, up to a maximum of \$112,000, which shall not exceed a maximum of 80% of actual project costs.
2. The applicant must provide the remaining 20% of the improvement costs from other sources; OR
3. The applicant may borrow the remaining 20% of the improvement costs, up to \$28,000, from the City of Pico Rivera Commercial Façade Program through a non-interest bearing loan for a term of fifteen (15) years.

Loans must be secured by a deed of trust for the entire principal grant and loan amounts, a promissory note, and a Loan Agreement. Grants will be secured by a Grant Agreement. The covenants stipulated in the Grant and Loan agreements will run with the land for the fifteen-year term.

#### A. Repayment of City Grant on Default

The City Grant shall become due and payable if Owner fails to timely cure a Default of the grant agreement as provided in the grant agreement.

If Owner fails to cure a Default, the Owner shall repay to City the "Repayment Amount" in one lump sum due within 60 days of the Default, calculated as follows:

- a. The total amount of the City Grant distributed to Owner shall be multiplied by a fraction the numerator of which is the number of months remaining in the Term of the grant agreement and the denominator of which is 180. For the purposes of this calculation the "Term" of the grant agreement is 180 months commencing on the date of execution of the grant agreement.
- b. In the event Owner fails to repay City the full Repayment Amount within sixty (60) days after Owner has received the City's written demand for payment, City shall have the right to pursue all remedies available by law to obtain Owner's payment.
- c. The terms of the grant agreement expire after the passage of fifteen years from the execution of the grant agreement.

#### B. Repayment of Loan on Default

In the event of default or non-compliance with Program requirements, the City will have the option to call the entire principal loan amount due and payable, or allow a loan modification that will result in a loan with a two percent (2%) above prime simple interest rate, from the date of event of default, amortized for a term of five (5) years.

If there is not a default on the grant/loan agreement repayment of the loan is deferred until sale, refinance, or transfer of the property, or upon expiration of the 15-year term, whichever comes first. This loan is not assumable.

The City loan has a balloon payment which may be difficult to refinance in the future. In the event Owner is unable to refinance to make the balloon payment at the end of the fifteen-year term, the City shall have the option to modify the Promissory Note to allow a monthly payment plan. The modified Note shall accrue interest at a rate of 2% from the date of modification. The term shall be determined based on the Owner's debt service ability. Proof of bank refinance rejection will be required.

At the property owner's option, loans may be repaid in whole or in part, at any time during the 15-year term. However, the covenants stipulated in the Loan Agreement will run with land for the entire 15-year period, even if the loan is paid off.

#### **IV. CONSTRUCTION REQUIREMENTS FOR BOTH GRANTS AND LOANS**

##### **A. Architectural and Design Guidelines**

Program architectural and design guidelines are attached. They suggest concepts to enhance the quality of design that is compatible with the City's General.

City staff will work closely with applicants to provide design assistance based on the Program goals and requirements. The design consultation will focus on façade improvements, commercial signs, and landscaping that promote the exterior rehabilitation of commercial buildings and reflect the City's vision.

Since the Program will finance commercial façade renovations, all final designs are subject to City approval. Designs which consist of bright, bold paint colors or abstract designs, or which are incompatible with the surrounding neighborhood will not be funded.

##### **B. Bid and Contractor Requirements:**

Property owners must obtain a minimum of three (3) bids from eligible contractors, utilizing the work-write up prepared by City staff. The selected bid must be within ten percent (+/- 10%) of the staff cost estimate. The selected contractor must meet the following criteria:

1. Must possess a current State of California Contractor's License. A copy of the license will be required prior to the execution of the construction contract.
2. Must agree to comply with labor compliance and Davis-Bacon requirements.
3. Must be non-debarred to work with federally-funded projects.
4. Must possess current certificate of liability insurance with a minimum coverage of \$1,000,000. An endorsement naming the City as an additional certificate holder must be submitted prior to the execution of the construction contract.
5. Must possess current certificate of workers' compensation insurance. An endorsement naming the City as an additional certificate holder must be submitted prior to the execution of the construction contract.
6. Must possess a current California Driver's License. A copy is required prior to the execution of the construction contract.

7. Must possess current vehicle liability insurance that covers all vehicles that will be used in connection with the services provided.
8. Must complete and submit a contractor qualification application, along with a W-9 Taxpayer Identification Number and Certification form.
9. Must have a current City of Pico Rivera business license prior to the execution of the construction contract.

The City will verify contractor status with the State Contractors Board and HUD. In addition, customer and supplier references will be contacted. Unfavorable comments, adverse status reports, or debarments will result in contractor ineligibility.

#### C. Prevailing Wage and Federal Labor Standards

Since the Program is funded with CDBG funds, all projects in excess of \$2,000 are subject to Federal Labor Standards and the payment of Davis-Bacon prevailing wages. The Davis-Bacon Act requires the payment of prevailing wage rates, as determined by the U.S. Department of Labor, to all laborers and mechanics on federally funded construction projects in excess of \$2,000.

The purpose of prevailing wages is to ensure that the workers are paid the prevailing rate of wages for their work in the locale where the work is performed. In addition, setting minimum wage rates for all contractors keeps local contractors competitive in the bidding process. Thus, contractors bidding on these projects must include prevailing wages in the cost estimates. Current Davis-Bacon wage decisions can be accessed on-line at no cost at <http://www.wdol.gov>.

It is the duty of the contractor and subcontractors to ensure that the proper prevailing wage is paid to their workers. However, the City is responsible for verifying compliance with these requirements, as follows:

1. The City must ensure that all bid documents and contracts contain federal labor standards provisions, and the applicable Davis-Bacon wage decision.
2. The City must ensure that the selected contractor meets the eligibility criteria.
3. The City must conduct on-site inspections, including interviews with laborers and mechanics employed at the construction site.
4. The City must review all payroll related documents to identify discrepancies or violations.
5. The City must maintain full documentation of activities and enforcement of labor standards, and refer complex investigations to HUD.

HUD has prepared a Contractor's Guide handbook to assist contractors to better understand and comply with Davis-Bacon labor standards. The handbook may be accessed at <http://www.hud.gov/offices/olr>.

#### D. Accessibility Requirements

All Program projects must comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), and the Architectural Barriers Act (ABA). The Program requires making the renovated areas accessible, as long as accessibility

alterations are not disproportionate to other improvements being done and they can be accomplished without much difficult or expense.

Section 504 of the Rehabilitation Act of 1973, requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. However, an element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

The Americans with Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. In practice, buildings built to meet the requirements of Section 504 and the ADA will conform to the requirements of the ABA.

When full compliance of accessibility requirements creates an unreasonable hardship, the Program requires that a minimum of 20% of the total project amount is used toward accessibility alterations, in the priority order stipulated in Section 1134B of the California Building Code.

E. Other HUD Requirements

All Program projects must comply with all applicable requirements of the Housing and Urban Development Act of 1965.

V. GRANT AND LOAN PROJECT SUMMARY PROCESS

Step 1	Program staff meets with potential applicant to explain program requirements and guidelines, and initiate the prequalification process.
Step 2	Program staff conducts prequalification, including a property title search. Once the prequalification is successfully completed, an application packet is mailed to the potential applicant.
Step 3	Applicant completes the Program application and returns it to Program staff, along with all required supporting documentation as specified on the application checklist.
Step 4	City staff reviews the application and supporting documentation to determine Program eligibility and completes the environmental review and clearance, per 24 CFR Part 58. If the applicant and the property meet all eligibility requirements, then a preliminary approval letter is sent to the applicant for their signature.
Step 5	Once the preliminary approval letter is signed by the applicant, a kick-off meeting and

	site inspection is scheduled with Program staff and the City's design consultant to establish the project design and develop the scope of work.
Step 6	The design consultant will produce a proposed design should include, preliminary drawings, color and material specifications, and sign designs for City and applicant approval.
Step 7	Once a design and specifications are finalized, Program staff will obtain three written proposals from licensed and insured contractors. <b>All bids must comply with prevailing wage and HUD CDBG program requirements.</b> A contractor is then selected by the applicant and contract, grant and loan documents are executed including deed of trust, promissory note, grant/loan agreement, and truth in lending disclosure.
Step 8	City staff assists contractor through the zoning and building permit approval process.
Step 9	A Labor Compliance consultant is obtained by Program Staff to monitor the project's compliance with federal prevailing wage regulations, as required by HUD.
Step 10	The City holds a pre-construction conference with the applicant and the selected contractor to review Program requirements, specifically labor compliance standards. The contractor and property owner must execute the contract and notice to proceed, and establish the start and completion dates for the project.
Step 11	Once all necessary permits and licenses are obtained, Construction starts. Payments to the contractor are made based on the work completed (progress payments). The contractor submits a request for payment, signed by the property owner, and invoice for work completed. City staff conducts an inspection of the work completed prior to releasing payment. The payment process may take up to 30-days.
Step 12	If necessary, change orders must be done in writing and must be approved by the property owner and the City.
Step 13	A Notice of Completion must be recorded within 10 days from the date of project completion.

## VI. ENFORCEMENT

The property owner must sign a Program Grant Agreement Containing Covenants for all grant funding, and as applicable, a Loan Agreement Containing Covenants, Promissory Note, and Deed of Trust for all loan funding. In so doing, the owner is agreeing that in addition to the other remedies which the City may have, the City is granted a right to the repayment of the full amount of the Loan and a prorated amount of the Grant in the event that the owner ceases or fails to protect, maintain, and preserve the façade improvements for a period of fifteen (15) years from the date of the Agreement. The right of repayment provided in the Agreement will not be exercised without prior notice of default and reasonable opportunity given to the owner to cure the default or to appear before the City to contest such exercise. If the applicant successfully complies with the Grant and/or Loan terms for a period of fifteen years, the amount to be repaid to the City of Pico Rivera for the Grant will be zero. The Loan must be fully repaid. Grant and Loan terms and enforcements are specified in the Agreements.



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** March 26, 2013  
**Subject:** ADULT BASKETBALL LEAGUE - AWARD CONTRACT

**Recommendation:**

Award contract with ELI Basketball League to operate an Adult Basketball League in the City.

**Fiscal Impact:**

The City will receive 30% profit of the league revenue, estimated at \$500.

**Discussion:**

The Department of Parks and Recreation is looking into expanding its adult sports programming by adding an Adult Basketball League.

Request for Proposals were posted on the city website and sent to four (4) potential bidders. ELI Basketball League was the sole respondent.

ELI Basketball League provides basketball leagues in surrounding communities and for the Los Angeles County Parks and Recreation Department. The league is managed by Louis Elisaldez, a Pico Rivera resident. He manages the leagues by handling the registration, scheduling, officials, and scorekeeping. Initially, the league will start off with 3 teams in the spring and with a detailed marketing effort, it should expand by the summer. References were contacted and all responded favorably towards ELI Basketball League.

If approved by the City Council, the league would commence in early April 2013. Initially, the league will operate on Tuesday evenings at Rivera Park.



Ronald Bates