



Tuesday, July 9, 2013
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6732
Next Ordinance No. 1078
Next Agreement No. 13-1397

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:

Tommy Elisaldez, Planning Commission
John Garcia, Parks & Recreation 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 PRESENTATIONS:

- Proclamation presented to Parks & Recreation in recognition of Parks & Recreation Month

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 – Community Development Block Grant 2013-2014
Draft Action Plan. (1600)**

- a. Open Public Hearing
- b. Memo from City Manager
- c. Written Communications
- d. Oral Communications
- e. Close Hearing
- f. **Recommendation:**

1. Approve the Community Development Block Grant 2013-2014 draft Acton Plan.

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

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

CONSENT CALENDAR ITEMS:

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

2. Minutes:

- City Council meeting of June 25, 2013

Recommendation: Approve

3. 1st Warrant Register of the 2013-2014 Fiscal Year. (700)

Check Numbers: 257432-257648

Special Checks Numbers: None.

Recommendation: Approve

4. Slauson Avenue Street Improvements, CIP No. 21269 – Award Construction Contract. (500)

Recommendation:

1. Award a construction contract in the amount of \$49,645 to Excel Paving Company for the Slauson Avenue Improvements, CIP No. 21269, and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
2. Appropriate \$63,645 in Measure R funds to CIP No. 21269.

Agreement No. _____

5. Installation of Traffic Control Devices – Traffic Safety. (1400)

Recommendation:

1. Receive and file.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

6. Weekend Graffiti Removal Services – Amendment No. 2 to Agreement 09-1095. (500)

Recommendation:

1. Approve Amendment No. 2 to Agreement No. 09-1095 with Nationwide Environmental Services for weekend graffiti removal services for an amount not to exceed \$194,256 and authorize the Mayor to execute the agreement in a form approved by the City Attorney; and
2. Select Alternative "A", or Alternative "B", or Alternative "C," to fully fund Amendment No. 2

Agreement No. 09-1095-2

NEW BUSINESS:

OLD BUSINESS:

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

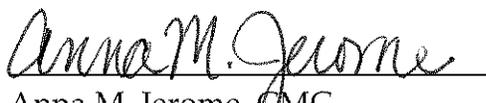
When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Assistant City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 3rd day of July 2013.

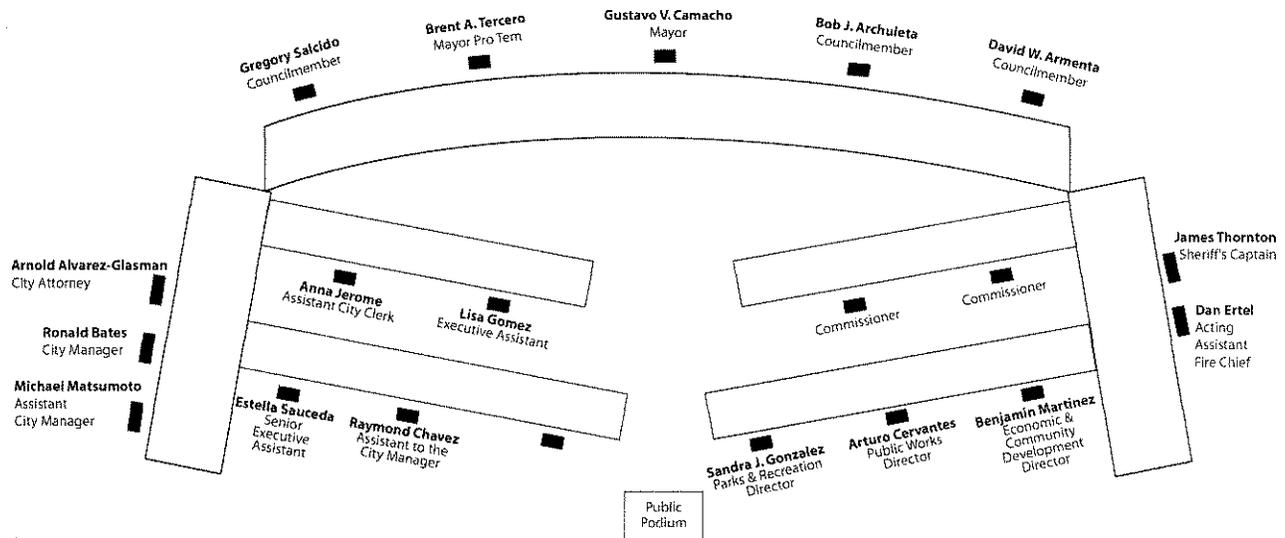
Dated this 3rd, day of July 2013


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 1st Period of Public Comments.
- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.
- Citizens may address the Council, Redevelopment Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

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



To: Mayor and City Council

From: City Manager

Meeting Date: July 9, 2013

Subject: CONTINUED PUBLIC HEARING - COMMUNITY DEVELOPMENT BLOCK GRANT 2013-2014 DRAFT ACTION PLAN

Recommendation:

Approve the Community Development Block Grant 2013-2014 draft Action Plan.

Fiscal Impact:

The U.S. Department of Housing and Urban Development awarded the City of Pico Rivera \$675,535 in Community Development Block Grant funds.

Discussion:

As an entitlement City receiving Community Development Block Grant (CDBG) funds, the City is required by the U.S. Department of Housing Urban Development (HUD) to prepare an annual Action Plan. The Action Plan provides specific information regarding the activities that will be carried out with the funding allocated in the fiscal year. The City's CDBG allocation for fiscal year 2013-2014 is \$675,535.

A total of \$234,200 was budgeted in addition to \$675,535 due to unallocated entitlements and rollover of funds from the previous fiscal year for a total budget of \$909,735. This amount reflects a 35% decrease from the previous fiscal year due to project and program expenditures as required by HUD.

Exhibit A (attached) provides a detailed comparison of new funding and its allocation from the previous fiscal year. Below is a summary of the changes to the budget:

- General Administration: Increase of \$5,841
- Rehabilitation Administration: Decrease of \$90,000
- Housing Rehabilitation Program: Decrease of \$208,860
- No capital improvement projects
- Young Men's Christian Association (YMCA): Reduction of \$1,782
- Graffiti Removal Program: Increase of \$1,782

As part of the HUD requirements, cities must issue a Notice of Funding Availability (NOFA) to local and regional social service providers. The City published a NOFA in the Whittier Daily News on April 19, 2013. An application was also sent to all existing and interested social service providers. All existing social service providers, except for the YMCA submitted a renewal application. The YMCA forfeited its current fiscal year funds due to the onerous federal reporting requirements. Staff also received a funding request from another applicant, Cory's Kitchen in the amount of \$6,000. However, due to limited funding staff cannot recommend funding approval for the applicant.

HUD requires cities to publish a 30-day comment period and a public notice announcing the date, time and location of the public hearing. A notice was published on May 24, 2013 in the Whittier Daily News announcing the public hearing date and the comment period.

The approved Action Plan must be submitted to HUD by August 16th to be in compliance with federal HUD regulations.



Ronald Bates

RB:JG:ll

Attachments:

2013-14 CDBG Proposed Budget - Exhibit A

Draft 2013-14 Action Plan - Exhibit B

Exhibit A
Community Development Block Grant
FY 2013-2014 Budget
City Council Meeting of July 9, 2013

	FY 12-13	FY 13-14	%
HUD Budget Allocation	\$646,331	\$675,535	5%
Estimated Program Income	\$20,000	\$0	
Current Program Income	\$3,887	\$0	
Estimated Rollover (Unspent funds from previous FY)	\$400,000	\$134,200	
Unallocated Entitlement	\$332,536	\$100,000	
Total Program Budget	\$1,402,754	\$909,735	-35%
Administration (20% CAP)=\$135,107			
General Administration	\$114,266	\$120,107	
So Ca Housing Rights Center (Fair Housing)	\$15,000	\$15,000	
Subtotal	\$129,266	\$135,107	5%
Rehabilitation Programs			
Rehabilitation Administration (Generally 20% of Rehabilitation projects)	\$170,000	\$80,000	
Housing Rehabilitation Program	\$406,538	\$197,678	
Commercial Façade Program	\$200,000	\$200,000	
Subtotal	\$776,538	\$477,678	-38%
Neighborhood Services (Code Enforcement)			
	\$200,000	\$200,000	
Subtotal	\$200,000	\$200,000	0%
Capital Improvement Project (Street Improvement)			
	\$200,000	\$0	
Subtotal	\$200,000	\$0	
Social Services (15% CAP)=\$101,330			
Graffiti Removal Program (City Program)	\$18,667	\$20,449	
Community Legal Services (Legal Aid Services)	\$1,782	\$1,782	
Retired Senior & Volunteer Program (YMCA of Greater Whittier)	\$1,782	\$0	
The Whole Child Transitional Housing Services	\$24,944	\$24,944	
Salvation Army Transitional Living Center	\$2,969	\$2,969	
Southeast Area Social Service Funding Authority	\$34,335	\$34,335	
Southern California Rehabilitation Center	\$3,563	\$3,563	
Women's & Children's Crisis Center	\$8,908	\$8,908	
Subtotal	\$96,950	\$96,950	0%
Final Total:	\$1,402,754	\$909,735	-35%

} *

* If the City Council increases funding for weekend graffiti removal and chooses to use additional CDBG funds, these numbers would change according to Alternative "B" per staff report, Agenda Item 6.

CITY OF PICO RIVERA
Community Development Block Grant Program

DRAFT ACTION PLAN
July 1, 2013-June 30, 2014



City of Pico Rivera
Community & Economic Development Department
6615 Passons Boulevard
Pico Rivera, CA 90660

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2013-2014 ANNUAL ACTION PLAN

EXECUTIVE SUMMARY

The 2013-2014 Annual Action Plan for the City of Pico Rivera satisfies federal requirements that must be met in order to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG program was created by the Housing and Community Development Act (HCDA) of 1974. The primary objective of this program is to develop viable urban communities by providing 1) decent housing, 2) a suitable living environment, and 3) economic opportunities, principally for persons of Low- and Moderate-income.

Regulations governing the CDBG program also require that each activity undertaken with CDBG funds meet one of the three national objectives:

- Benefit Low- and Moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Meet a community development need having a particular urgency

CITIZEN PARTICIPATION

The City encouraged and solicited the participation of residents and other local agencies/governments in the process of identifying housing and community needs in Pico Rivera, and prioritizing the expenditure of CDBG funds when it prepared its 2010-2015 Consolidated Plan and subsequently, the 2013-2014 Annual Action Plan. The City's Citizen Participation Plan served as the policy document to guide citizen input.

Consistent with the City's Citizen Participation Plan, the following steps were taken by the City to ensure resident input in the development of the 2013-2014 Annual Action Plan:

- A 30-day public review period was held by the City to seek additional public comments regarding the 2013-2014 Annual Action Plan. The public review period began on May 24, 2013 and ended on June 25, 2013.

- The public was afforded a final opportunity to review and comment on the draft 2013-2014 Action Plan at the regular City Council scheduled for June 25, 2013, at which time the item was continued to the July 9, 2013 Council Meeting.
- On July 9, 2013 the City Council approved the 2013-2014 Action Plan and staff was authorized to finalize and submit the Annual Action Plan to HUD.

All written comments received by the City and a summary of public comments received at the public hearing has been incorporated into **Attachment 1**. **Attachment 1** also contains the City's response to written comments (if applicable) and a copy of the City's public notice announcing the public hearing and the public comment period. The notice of the public hearing was published in the *Whittier Daily News*. Agendas and staff reports were available in advance of all meetings. Meetings were held at Pico Rivera City Hall, which is fully accessible to the disabled.

ACTION PLAN SUMMARY

The Action Plan serves as the link between the objectives developed to address priority housing and community needs with the use of federal resources (i.e., CDBG). The Annual Action Plan provides specific information regarding the resources and activities the City will utilize to address priority needs and specific objectives identified in the Consolidated Plan during a 12-month period. The timeframe for the 2013-2014 Action Plan begins July 1, 2013, and ends June 30, 2014. The Annual Plan will serve as the City's application to HUD for \$675,535 in CDBG funds for Fiscal Year 2013-2014.

HUD requires that the City provide a summary of accomplishments in order to meet goals and objectives identified in the City's Consolidated Plan. **TABLE 1** (page 7) provides specific information regarding the City's efforts to address Consolidated Plan priority needs and goals on a cumulative basis.¹ Additionally, HUD-requires that the City utilize tables that track ongoing five-year accomplishments; these tables are incorporated into this document as **ATTACHMENT 2**.

¹ Fiscal year (2012-2013) is the third year of the 2010-2015 Consolidated Plan cycle. Since FY 2012-2013 is not complete, program/project accomplishments information this year have not yet been recorded on the referenced tables.

2013-2014 ANNUAL ACTION PLAN

The Annual Action Plan provides specific information regarding the resources and activities the City will undertake to address priority needs and objectives identified in the Consolidated Plan during a 12-month period. The Action Plan serves as the link between the objectives delineated in the Consolidated Plan to address priority housing and community needs with the use of federal resources. The 2013-2014 Action Plan begins July 1, 2013, and ends June 30, 2014. The City refers to this timeframe as a Fiscal Year (FY); HUD refers to this timeframe as a Program Year (PY).

The Annual Plan will serve as the City's application for \$675,535 in CDBG funds for the 2013-2014 Program Year. The Annual Plan consists of several HUD-required components including:

- **Standard Form 424** – The City's application to HUD for 2013-2014 grant funds.
- **Resources** – Federal, non-federal and private funds expected to be available to address priority needs and specific objectives identified in the Consolidated Plan.
- **Description of Activities to be Undertaken** – Information regarding the amount of funds that will be allocated to an activity, a projected number of individuals that will be served or housing units that will be assisted, project location(s), and expected program outcomes.
- **Geographic Distribution** – A description of the geographic distribution of federal grant funds.
- **Homeless and other Special Needs** – A summary of activities that will be undertaken during the Fiscal Year to address the needs of the City's households at risk of homelessness, those currently homeless, and persons that are not homeless, but that have special needs.
- **Other Actions** – Other HUD-required sub-strategies delineated in the Consolidated Plan, that will be addressed during the Fiscal Year include strategies to:
 - Address impediments to fair housing choice
 - Foster and maintain affordable housing
 - Remove barriers to affordable housing
 - Evaluate and reduce lead-based paint hazards
 - Reduce the number of poverty level families
 - Develop institutional structures
 - Enhance coordination between public and private housing and social service agencies
 - Foster assisted housing improvements and resident initiatives

- **CDBG Program Specific Requirements** – A summary of actions to be taken to address certain CDBG program requirements.
- **Monitoring** - A description of the standards and procedures that the City will use to monitor activities carried out in furtherance of the plan with CDBG funds.
- **Certifications** – HUD-required certifications related to the implementation of federal grant programs. These are standard certifications provided by HUD.

To ensure residents and other stakeholders had the opportunity to participate in planning the use of CDBG funds; HUD requires that the Action Plan be available for a 30-day public comment period and that a public hearing be held prior to the submission of the Action Plan. The required comment period was held from May 24, 2013, through June 25, 2013. The required public hearing scheduled for June 25, 2013 was continued to July 9, 2013. A notice was published in the *Whittier Daily News* on May 24, 2013. **ATTACHMENT 1** includes a copy of this notice and a summary of public comments received by the City during the 30-day comment period and public hearing.

HUD regulations also require that the Annual Action Plan provide a summary of objectives and outcomes identified in the Consolidated Plan and an evaluation of past performance. The City's 2010-2015 Consolidated Plan identifies programs that the City will support by allocating CDBG funding over a five-year period. The Consolidated Plan has established goals for each of the following program areas:

- **Housing:** Improve the City's existing housing stock by providing financial assistance for rehabilitation. Additionally, sites that may be suitable for the development of affordable housing have been identified.
- **Homelessness:** Support programs that help households at risk of becoming homeless, provide supportive services and shelter for victims of domestic violence, and provide transitional housing for women with children.
- **Social Services:** Support services for seniors, disabled adults, and youth/children.
- **Public Infrastructure Improvements:** Reconstruction of deteriorated residential streets and public facilities serving CDBG-eligible neighborhoods.
- **Administration:** Provide program oversight and coordination, including fair housing counseling, education and enforcement services.

TABLE 1 provides specific information regarding the City's efforts to address Consolidated Plan priority needs and goals on a cumulative basis. (**Note:** The current fiscal year, 2012-2013, is the third year of the five-year Consolidated Plan cycle, and since the fiscal year is not complete, program/project accomplishment data for FY 2012-2013 have not been recorded in TABLE 1). Additional HUD-required tables will also be used to track ongoing five-year accomplishments. These tables have been incorporated into ATTACHMENT 2; however, as noted above, since FY 2012-2013 annual accomplishment data will not be available until July 1, 2013. Respective tables will be populated for subsequent annual action plans and year-end performance reports.

TABLE 1: HUD TABLE 3A – SUMMARY OF SPECIFIC ANNUAL OBJECTIVES

CON PLAN OBJ #	SPECIFIC OBJECTIVES	SOURCES OF FUNDS	PERFORMANCE INDICATORS	5-YR EXPECTED NUMBER	ACTUAL 5-YR NUMBER (AFTER 2 YRS)	OUTCOME/OBJECTIVE*
RENTAL HOUSING OBJECTIVES						
NA	Program: HUD Objective: HUD Outcome:	NA	NA	NA	NA	NA
OWNER HOUSING OBJECTIVES						
DH 1.1	Program: Homeowner occupied housing rehabilitation HUD Objective: Decent Housing HUD Outcome: Availability	CDBG	Housing Units	150	45	DH-1
DH 1.2	Program: Housing Code Enforcement HUD Objective: Decent Housing HUD Outcome: Availability	CDBG	Housing Units	1,500	558	DH-1
DH 1.4	Program: Targeted Area Emergency Assistance HUD Objective: Decent Housing HUD Outcome: Availability	CDBG	Projects	1	0	DH-1
HOMELESS OBJECTIVES						
SL 1.5	Program: Emergency Shelter & Supportive Services HUD Objective: Suitable Living Environment HUD Outcome: Availability	CDBG	Individuals	250	365	SL-1
SL 1.3 &	Program: Transitional Housing & Supportive Services HUD Objective: Decent Housing HUD Outcome: Availability	CDBG	Individuals	75	24	SL-1
1.4	Program: Supportive Services (Homeless) HUD Objective: Decent Housing HUD Outcome: Availability	CDBG	Individuals	875	683	SL-1
SPECIAL NEEDS OBJECTIVES						
SL 3.2 & 3.4	Program: Support services for seniors & frail elderly HUD Objective: Suitable Living Environment HUD Outcome: Sustainability	CDBG	Individuals	1,650	1,247	SL-3
SP 3.3	Program: Support services for developmentally disabled adults HUD Objective: Suitable Living Environment HUD Outcome: Sustainability	CDBG	Individuals	125	90	SL-3

CON PLAN OBJ #	SPECIFIC OBJECTIVES	SOURCES OF FUNDS	PERFORMANCE INDICATORS	5-YR EXPECTED NUMBER	ACTUAL 5-YR NUMBER (AFTER 2 YRS)	OUTCOME/OBJECTIVE*
COMMUNITY DEVELOPMENT OBJECTIVES						
Infrastructure Objectives						
SL 1.6	Program: Residential Street/Sidewalk Improvements HUD Objective: Suitable Living Environment HUD Outcome: Sustainability	CDBG	Projects	1	0	SL-3
Public Facilities Objectives						
SL 1.1	Program: Commercial Rehabilitation HUD Objective: Suitable Living Environment HUD Outcome: Availability	CDBG	Businesses	5	0	SL-1
Public Services Objectives						
SL 1.2	Program: Graffiti Removal HUD Objective: Suitable Living Environment HUD Outcome: Availability	CDBG	Units	7,500	6,037	SL-1
SL 3.1	Program: Support Services (Legal) for Victims of Domestic Violence HUD Objective: Suitable Living Environment HUD Outcome: Availability	CDBG	Individuals	75	59	SL-3
SL 3.4	Program: Retired Senior Volunteer Program HUD Objective: Suitable Living Environment HUD Outcome: Availability	CDBG	Individuals	175	58	SL-1
ECONOMIC DEVELOPMENT OBJECTIVES						
NA	Program: HUD Objective: HUD Outcome:	NA	NA	NA	NA	NA
OTHER OBJECTIVES						
DH 1.3	Program: Fair housing education, referrals & enforcement to address fair housing impediments HUD Objective: Decent Housing HUD Outcome: Availability	CDBG	Households	750	337	DH-1
NA	Program: CDBG program admin HUD Objective: NA HUD Outcome: NA	CDBG	NA	NA	NA	NA

*Outcome/Objective Codes

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

STANDARD FORM 424

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) <input type="checkbox"/> Revision		
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier: B-13-MC-06-0526		*5b. Federal Award Identifier: B-13-MC-06-0526
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: City of Pico Rivera		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6006039		*c. Organizational DUNS: 70657721
d. Address:		
*Street 1: 6615 Passons Blvd		
Street 2: _____		
*City: Pico Rivera		
County: Los Angeles		
*State: CA		
Province: _____		
*Country: USA		
*Zip / Postal Code 90660-1016		
e. Organizational Unit:		
Department Name: Community & Economic Development Department		Division Name: Housing Division
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms _____		*First Name: Julia _____
Middle Name: _____		
*Last Name: Gonzalez _____		
Suffix: _____		
Title: Community & Economic Development Deputy Director		
Organizational Affiliation: NA		
*Telephone Number: 562-801-4332		Fax Number: 562-949-0280
*Email: juliagonzalez@pico-rivera.org		

Application for Federal Assistance SF-424	Version 02
*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)	
*10 Name of Federal Agency: Housing and Urban Development	
11. Catalog of Federal Domestic Assistance Number: 14-218 CFDA Title: Community Development Block Grant	
*12 Funding Opportunity Number: NA *Title: NA	
13. Competition Identification Number: NA Title: NA	
14. Areas Affected by Project (Cities, Counties, States, etc.): Within the city limits of Pico Rivera, CA.	
*15. Descriptive Title of Applicant's Project: Community Development Block Grant funds will be used to provide owner-occupied housing rehabilitation assistance, code enforcement, commercial rehabilitation, services to low- and moderate-income residents, fair housing services and program administration.	

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: 38th	*b. Program/Project: 38th	
17. Proposed Project:		
*a. Start Date: 07/01/2013	*b. End Date: 06/30/2014	
18. Estimated Funding (\$):		
*a. Federal	\$675,535	
*b. Applicant		
*c. State		
*d. Local		
*e. Other (Carry Forward)	\$234,200	
*f. Program Income		
*g. TOTAL	\$909,735	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: Mr _____	*First Name: Ronald _____	
Middle Name: _____		
*Last Name: Bates _____		
Suffix: Ph.D. _____		
*Title: City Manager		
*Telephone Number: 562-801-4368		Fax Number: 562-801-4765
* Email: rbates@pico-rivera.org		
*Signature of Authorized Representative:		*Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

RESOURCES

FEDERAL ENTITLEMENT RESOURCES

Federal regulations require the City of Pico Rivera to delineate federal and non-federal resources expected to be available to address the priority needs and the objectives identified in the Consolidated Plan. HUD has informed the City that it will receive \$675,535 in CDBG funds for the 2013-2014 Program Year. The City also anticipates it will carry forward \$234,200 in prior year entitlement funds. Presently, it is estimated that \$0 in prior year program income will be available in 2013-2014, and no additional program income will be received during 2013-2014. CDBG resources will be focused on addressing priority community needs that mainly benefit Low- and Moderate-Income households. If program income is received during the Fiscal Year it will be utilized to support planned CDBG-eligible activities during 2013-2014.

ADDITIONAL FEDERAL GOVERNMENT RESOURCES

In addition to CDBG funding, other federal resources could be accessed by the City during the 2013-2014 Fiscal Year:

Section 108 Loan

Section 108, the loan guarantee provision of the CDBG program, is an important investment tool that HUD offers to local governments. Section 108 loan proceeds can transform a small amount of CDBG funds into federally guaranteed loans large enough to pursue major physical and economic revitalization projects. Section 108 loans are not risk free - a local government borrowing funds guaranteed by Section 108 must provide some form of security for the loan and must repay the loan with interest. The City does not anticipate applying for a 108 loan during the 2013-2014 Program Year.

Federal Rental Assistance

The Pico Rivera Housing Authority provides Housing Choice Voucher Rental Assistance to eligible Low-Income tenant households so they may obtain/maintain affordable housing. It is anticipated that during Fiscal Year 2013-2014, the Pico Rivera Housing Authority will provide approximately \$4,800,000 in housing assistance payments to 497 renter households.

Tax Credits

Federal Low-Income Housing Tax Credits can be a significant source of equity for housing developments designed for Low-Income residents. The credit serves as a valuable income tax benefit to corporate investors. Investors will contribute cash for the development costs of an

affordable housing project in order to obtain these benefits. The City does not directly apply for these funds. Low-income tax credits can be allocated to nonprofit and for-profit developers. While new housing development opportunities in the City are limited, when appropriate, the City may encourage nonprofit and/or for-profit residential developers to pursue this subsidy source.

Other Federal Resources

Other federal resources that may be utilized in the community include those to assist the homeless (e.g., Emergency Solutions Grant, Shelter Plus Care). The Emergency Solutions Grant (ESG) program can be used to support outreach/assessment services, homelessness prevention, shelter programs, and access to permanent housing with programs such as Rapid Re-housing. The City does not receive ESG funding directly from HUD; however, homeless service providers serving Pico Rivera can apply for these funds from ESG-recipient communities or via Los Angeles County agencies. Similarly, the City is not a recipient of Shelter Plus Care Program resources. Shelter Plus Care is a rental assistance program for the homeless with special needs. The program requires that rental assistance be blended with appropriate support services.

In July 2008, former-President George Bush and the 110th Congress approved the implementation of the Neighborhood Stabilization Program (NSP). NSP was aimed at stabilizing the housing market due to the collapse of the subprime mortgage market and the subsequent tightening of credit, and overall economic decline. NSP funds could be used to purchase, rehabilitation, or clear vacant, abandoned or foreclosed properties in an effort to assist neighborhoods distressed with foreclosed properties. The City's initial share of NSP funds did not exceed the minimum \$2 million threshold needed for the City to receive the funds directly from HUD. Consequently, the City's share of NSP funding was allocated to the County of Los Angeles, which in turn implemented a homebuyer program that was made available in Pico Rivera.

OTHER NON-FEDERAL PUBLIC AND PRIVATE RESOURCES

As part of the Action Plan, the City of Pico Rivera has identified non-federal/private resources that may be available during FY 2013-2014 to address the priority needs and objectives identified in the Consolidated Plan. TABLE 2 provides information regarding non-federal resources expected to be available during 2013-2014.

TABLE 2: NON-FEDERAL PUBLIC & PRIVATE RESOURCES FOR FY 2013-2014

RESOURCES	ANTICIPATED AMOUNT
Cal Home *	\$500,000
State HOME & Cal Home Program Income	\$280,000
TOTAL	\$780,000

* Funds originally awarded to the City in prior year; \$500,000 represents balance of prior year funds that will be available during 2013-2014.

LEVERAGING OF RESOURCES

HUD requires the City to discuss how federal resources to be made available during the 2013-2014 Program Year will leverage other non-federal public and private resources. The City of Pico Rivera will make every effort to link non-federal resources for housing and community needs with federal grant funds. This strategy involves identifying federal resources that may be available to undertake a project. If grant funds are insufficient, other non-federal resources may be utilized to close project/program finance gaps. The City will also continue to consider the use of non-federal resources to undertake activities that may not be eligible for federal funding but address the priority needs of the community.

FEDERAL MATCH REQUIREMENTS

There is no federal requirement for the City to match CDBG funds.

ACTIVITIES TO BE UNDERTAKEN

A summary of activities the City of Pico Rivera will undertake during the 2013-2014 Program Year is provided as TABLE 3. These activities have been selected for implementation in order to address priority needs identified in the Consolidated Plan as **HIGH** needs. Activities that support the goals/objectives of the Consolidated Plan, but that are not funded with CDBG funds are also listed on TABLE 3.

TABLE 3: 2013-2014 SUMMARY OF ACTIVITIES TO BE UNDERTAKEN

ACTIVITY	FUNDING SOURCE	FUNDING AMOUNT	PLANNED ACCOMPLISHMENTS
FEDERAL FUNDED ACTIVITIES			
CDBG Administration & Planning			
CDBG Planning	CDBG	\$120,107	1 Yr. of Admin
Fair Housing Services	CDBG	\$15,000	100 Households
Rehabilitation			
Rehabilitation Administration	CDBG	\$80,000	1 Yr of Admin
Home Rehabilitation Grants	CDBG	\$197,678	12 Housing Units
Commercial Façade Rehabilitation	CDBG	\$200,000	2 Businesses
Neighborhood Services (Code Enforcement)	CDBG	\$200,000	250 Housing Units

ACTIVITY	FUNDING SOURCE	FUNDING AMOUNT	PLANNED ACCOMPLISHMENTS
Public Facility Improvements			
None Planned	CDBG	\$0	NA
Public Services			
Graffiti Removal	CDBG	\$20,449	1,500 Units
Community Legal Services	CDBG	\$1,782	25 Individuals
Whole Child Transition Transitional Housing	CDBG	\$24,944	6 Individuals
Salvation Army Transitional Living Center	CDBG	\$2,969	3 Individuals
Southeast Area Social Service Funding Authority	CDBG	\$34,335	265 Individuals
Southern California Rehabilitation Services	CDBG	\$3,563	23 Individuals
Women's and Children's Crisis Center	CDBG	\$8,908	23 Individuals
Total:		\$909,735	
Non-Federal Funded Activities			
Housing Rehabilitation: Housing rehabilitation assistance for owner-occupied housing	Cal Home/ St. HOME	\$780,000	12 Housing Units
Total:		\$780,000	

Detailed descriptions of CDBG-funded activities to be undertaken during 2013-2014 are provided in **ATTACHMENT 3 - LISTING OF PROPOSED PROJECTS**. **ATTACHMENT 3** provides descriptions of proposed activities including:

- The number of individuals or units that will be assisted by the proposed activity
- Project location
- CDBG allocation
- Proposed outcome and performance measurement

GEOGRAPHIC DISTRIBUTION

Several activities slated for CDBG-funding during the 2013-2014 Program Year will be available on a citywide basis to income eligible individuals (i.e., limited clientele activities). "Area-wide Benefit" activities will be limited to areas with the highest concentration of lower income City residents as defined by HUD. **MAP 1** provides a view of the City's target areas where CDBG resources will be focused. (Note: Activities that are citywide in nature are not plotted on this map.) **MAP 2** also depicts the City's CDBG target areas plus provides a visual representation of the concentration of the City's largest minority population – Hispanics/Latinos. Because Hispanic households are found in all areas of the City, CDBG funding will not be focused primarily in Hispanic-areas but will be available to all residents in the City (provided they are income eligible) or directly benefit residents in CDBG target areas, which have the highest concentration of Low- and Moderate-income residents. It is the City's intent to assist residents based on need rather than race or ethnicity.

Activities that are limited-clientele in nature will ensure that all recipients are income eligible. As a point of reference, TABLE 4 below provides CDBG income limits for 2013 (HUD updates income limits on an annual basis).

TABLE 4: 2013 HUD LOS ANGELES COUNTY INCOME LIMITS

HOUSEHOLD SIZE	MAXIMUM HOUSEHOLD INCOME
1 Person	\$46,400
2 Persons	\$53,000
3 Persons	\$59,650
4 Persons	\$466,250
5 Persons	\$71,550
6 Persons	\$76,850
7 Persons	\$82,150
8 Persons +	\$87,450

Source: U.S. Department of Housing and Urban Development (effective 12/11/2012)

HOMELESS AND OTHER SPECIAL NEEDS

HUD requires that the Action Plan delineate the specific activities that the City will undertake during the 2013-2014 Program Year to address the needs of the community’s homeless, those at risk of becoming homeless and non-homeless persons with special housing needs. It is important to note that the 2013-2014 Action Plan has been modified to comply with the HEARTH Act of 2009. Among other requirements, the HEARTH Act requires that the City include outreach and assessment as a component of its strategy to address homelessness in Pico Rivera.

Pico Rivera lies within the boundaries of the Los Angeles Continuum of Care (CoC). The Los Angeles CoC is divided into eight Service Planning Areas (SPA) – Pico Rivera is in SPA 7. In January 2009, the Los Angeles CoC conducted its most recent Point-in-Time survey to gain an accurate count of homeless persons in the Los Angeles region. A Point-in-Time survey—required by HUD at least once every two years—is an estimate of homeless persons in sheltered and unsheltered locations on a single night. The CoC takes measures to ensure that the survey provides a statistically reliable, unduplicated count. The Los Angeles CoC utilized shelter surveys, interviews, public place counts and service-based counts to obtain the most accurate and comprehensive possible count of sheltered and unsheltered homeless persons.

The 2009 Point-in-Time survey identified 42,694 homeless persons in the Los Angeles CoC. That number reflected a 38 percent decrease in the homeless population from the 2007 survey and

a 48 percent decrease from the 2005 survey. Within the East Los Angeles SPA, there were 4,517 homeless persons counted, of which 1,236 were sheltered and 3,281 were unsheltered. As part of a Citywide housing survey conducted in March 2008, the Los Angeles County Sheriff's Department indicated that there did not appear to be any camps or concentrations of homeless persons in Pico Rivera and that the total homeless population at any given time did not exceed 30 individuals. With respect to the chronically homeless, in general, chronically homeless persons in Los Angeles County tend to be concentrated near the city center of Los Angeles—where the majority of social services are concentrated—rather than on the peripheries of the county.

Pico Rivera recognizes its responsibility to assist at risk households and the homeless, thus it has implemented a strategic plan that identifies efficient and effective means to distribute limited resources to address homelessness with the ultimate goal of assisting individuals/households to become self-sufficient. The City has designated homelessness prevention as a high priority for addressing homelessness in the community; emergency and transitional shelters are also designated as high priority needs. Outreach and assessment have not been identified as a high need since the agencies supported by the City's funding provide client outreach and assessment services as part of their program implementation. For non-homeless individuals with special needs, the City will support activities that help ensure access to safe and decent housing, and that help expand employment opportunities.

During 2013-2014, the City will support the following homeless housing/service activities:

- **Outreach and Assessment** – The HEARTH Act requires that the City's homeless strategy include "street" outreach and assessment services. As previously indicated, the City has chosen not to allocate limited CDBG funds for this purpose since homelessness service/shelter providers that will be funded by the City have well developed outreach and assessment programs that will link Pico Rivera residents with appropriate services.
- **Homelessness Prevention** – A key component of a CoC strategy is to prevent individuals and families from falling into homelessness. This is often accomplished by providing temporary monetary assistance and counseling/support services. Several nonprofit service providers located in the region will be available to assist Pico Rivera's at-risk population; however, for Fiscal Year 2013-2014, no programs are slated for CDBG funding.
- **Emergency Shelters** – During the 2013-2014 Program Year, CDBG funding has been allocated to Women's and Children's Crisis Center, an emergency shelter program for victims of domestic violence.
- **Transitional Housing** – Quite often the critical link between homelessness and self-sufficiency is provided by transitional housing programs. In this setting, homeless

individuals and families are provided free or low cost housing that is enriched with support services aimed at building self-reliance skills. Two transitional housing programs – The Salvation Army Transitional Living Center and The Whole Child Temporary Housing program (formerly Rio Hondo Temporary Home) have been allocated CDBG funds for FY 2013-2014.

- **Rapid Re-Housing** – The Rapid Re-Housing strategy has been used by many communities to reduce homelessness. Many households become homeless due to a financial crisis or a domestic conflict. These households have already lived in independent permanent housing and can generally return/remain stably housed with limited assistance. Helping these households return to permanent housing as soon as possible helps reduced the length of time people remain in shelters and opens beds for others who need them. For 2013-2014, no CDBG funds have been allocated for Rapid Re-housing. (No applications were submitted for funding consideration.)
- **Transition to Permanent Housing** – Permanent housing and independent living is the end-goal of the City’s homeless strategy. To this end, the City will encourage service providers to make every effort to minimize the amount of time an individual/household remain homeless, provide access to affordable housing, and to minimize recidivism.
- **Persons with Special Needs but not Homeless but Identified as Needing Supportive Housing** – While no CDBG resources have been specifically allocated for special needs housing, homeowners with disabilities or limited mobility can access housing rehabilitation resources to install home improvements that improve livability and accessibility. Additionally, two public service programs identified for CDBG funding during FY 2013-2014 will ensure that frail and elderly residents are provided case management and home delivered meals to help maintain/improve their quality of life. The Pico Rivera Housing Authority will continue to provide rental assistance to an estimated 100 “disabled” and 150 “elderly” Pico Rivera households. CDBG funds will be allocated to programs that provide housing and services for victims of domestic violence, and finally, CDBG funds will be used to support programs for adults with developmental disabilities. While the latter is not a “housing” program, CDBG assistance will provide disabled individuals with resources that will help improve their overall quality of life.

OTHER REQUIRED ACTIONS

IMPEDIMENTS TO FAIR HOUSING CHOICE

As a recipient of federal grant funds, the City of Pico Rivera is required to prepare an Analysis of Impediments to Fair Housing Choice (AI). In addition to identifying impediments, a strategy to overcome impediments must be implemented.

Pico Rivera's AI was updated in conjunction with the 2010-2015 Consolidated Plan. The information listed below summarizes the impediments identified in the AI. It also outlines the actions the City will implement during the 2013-2014 Program Year in an effort to overcome impediments.

IDENTIFIED IMPEDIMENTS TO FAIR HOUSING

The 2010-2015 Analysis of Impediments to Fair Housing Choice (AI) identified several factors that might impact a household's ability to access housing in a manner free from discrimination; however, several impediments relate to market constraints and discrimination. Impediments identified in the AI are summarized below:

- There has been an influx of new residents into the City. In 2008, one out of every three Pico Rivera residents was foreign born; nearly all (93 percent) immigrated from Latin America. Foreign-born residents may have difficulty accessing housing due to language barriers or an apartment owner's reluctance to rent housing to an immigrant.
- According to the 2000 Census, 12.4 percent of Pico Rivera households experienced overcrowding, with 16.2 percent experiencing severe overcrowding. Generally, overcrowding occurs more frequently among renters; however, overcrowding in owner units in Pico Rivera was reported as more severe with a ratio nearly 4 percentage points more than renters.
- Although housing affordability per se is not a fair housing issue, overpayment, overcrowding and foreclosures, heightened due to the current market condition, could disproportionately affect Pico Rivera's minority and senior populations. In Pico Rivera, Hispanics had the highest proportion of extremely low-income households. In this regard, housing affordability is a fair housing concern.
- According to the Home Mortgage Disclosure Act (HMDA) data, 1,857 households applied for conventional home loans in Pico Rivera in 2008. Among all applications received that year, the approval rate was 68 percent, and the denial rate was approximately 32 percent. That year, Hispanics participated in the homeownership market at a much higher rate than other ethnic groups with 1,411 applications, or 76 percent of all applications. Asians had the second lowest participation in the home ownership market with only 68 applications; however, they

had the highest acceptance rate among all race/ethnic groups at a rate of 81 percent. The lowest participants in the homeownership market were African Americans, with less than 1 percent of all applications in 2008.

- A total of 58 discrimination inquiries were received from July 2006 to June 2009, 10 of which became cases. Issues concerning mental or physical disabilities were the large majority of fair housing inquiries during the three-year period.

ACTIONS TO ADDRESS IMPEDIMENTS

To address impediments identified in the AI, the following actions will be implemented during 2013-2014 by the City and its Fair Housing service provider:

- The City will focus efforts on providing assisted housing projects that are available to low-income households and are designated as family units to offer housing choices for household types other than seniors.
- The City will work with through its housing authority to increase outreach and education on the Section 8 rental assistance program to encourage property owners and managers to accept Section 8 vouchers.
- The City will make available to residents, upon request, a list of affordable resources in the City. This list will include nonprofits active in the City that are developing affordable housing and the units listed as affordable in the City's 2010 Housing Element.
- The City will work to provide and expand homeownership retention assistance for low- and moderate-income households. The City will explore avenues such as partnering with local nonprofit foreclosure prevention programs to conduct community workshops and distribute flyers.
- The City will amend the zoning ordinance to address revised state law that requires cities to expand opportunities for the siting of emergency homeless shelters. The City currently does not allow the establishment of transitional and supportive housing that function as residential uses in residential zones.
- The City will work with local lenders to provide information on government-backed financing for low- and moderate-income residents. The City will encourage local lenders to provide information in English and Spanish.
- The City will work with local lenders to promote First-Time Homebuyers program. The City will provide information on the program in English and Spanish.
- The City will consider partnering with agencies to provide credit and financial counseling services, including assisting potential homebuyers with building up credit and equity, clearing bad credit and providing education on affordability and financial responsibility of homeownership.

- The City will monitor complaints regarding unfair/predatory lending and will assess lending patterns using the data collected under the HMDA and the Community Reinvestment Act (CRA), and other data sources.
- The City will participate with HUD in efforts to improve access to homeowner's insurance and to investigate predatory lending in the home purchase, home improvement and mortgage refinancing markets.
- In conjunction with apartment owner/manager associations, the City will work with contracted fair housing service providers to outreach to owners of small rental properties regarding fair housing laws.
- The City will work with agencies and property managers of affordable housing to ensure that fair housing laws are abided by in the selection of residents and that information on housing availability is appropriately advertised. The City will periodically track income and demographic data related to affordable housing participants and evaluate additional strategies, if needed, to increase access to and knowledge of affordable housing opportunities in the City.

STRATEGY IMPLEMENTATION

HUD requires that the City reevaluate how additional sub-strategies delineated in the Consolidated Plan will be addressed during the Program Year.

STRATEGY TO ELIMINATE OBSTACLES TO MEET THE NEEDS OF THE UNDERSERVED

The City will allocate a portion of its CDBG funds for activities that address the housing/service needs of the lower-income households (i.e. the underserved). Additionally, the City will encourage and support the Pico Rivera Housing Authority's efforts to obtain additional rental assistance funding especially for underserved households struggling to maintain their current housing. The City's housing rehabilitation program will also focus its efforts to assist homeowners undertake improvements of respective residences to address specific household needs and preserve housing affordability. Overall, significant CDBG funding will be allocated to support the social service needs of Pico Rivera's residents.

FOSTERING AND MAINTAINING AFFORDABLE HOUSING

The City of Pico Rivera has identified the actions it will undertake during the 2013-2014 Program Year to foster and maintain affordable housing. These activities include fair housing services, rental subsidies (via the City's Housing Authority) and single-family housing rehabilitation assistance. Fair housing activities have been delineated above. With respect to housing rehabilitation, by providing grants, lower-income households are able to repair/maintain their residence to meet basic housing quality standards and incur zero or

minimal additional housing costs. An estimated 12 housing units will be assisted with CDBG funds during the 2013-2014 Program Year. Additionally, rental subsidies will continue to be provided by the Housing Authority to 497 households.

BARRIERS TO AFFORDABLE HOUSING

The Consolidated Plan identified a variety of barriers to the provision of affordable housing and also provided a strategy to address barriers. Outlined below are steps the City has identified it will undertake during 2013-2014 in an effort to overcome barriers:

As outlined in the City's Consolidated Plan, the City will utilize a number of policies intended to provide additional flexibility in housing site planning and promote more intense development where appropriate. The City's Housing Sites Inventory Program helps ensure that the City continuously monitors available sites in the area that may be appropriate for residential uses. A density floor is another tool that can be used to promote the maximum use of residential land. The density floor would establish a minimum density requirement within a given residential land-use designation. The availability of developable acreage in upper density ranges allows for the development of certain types of housing.

The City will also continue to consider alternate forms of residential development, including various types of small-lot, single-family subdivisions; mobile home parks that allow owner-occupied spaces; senior citizen multifamily housing developments offering various degrees of care and assistance; mixed-use residential, office and commercial developments; and planned unit developments.

Additionally, to encourage developers to pursue projects providing low- and moderate-income housing, California has provided regulations to govern the approval process, permitting greater density for affordable housing projects that include additional incentives to the developer. The City utilizes this Density Bonus Ordinance to encourage developers interested in additional density or incentives to develop a portion of their market rate project as affordable to low- and moderate-income households to meet the state housing requirements.

New barriers to the development of affordable housing opportunities have become known during recent months. Due to state legislative action, all local redevelopment funded activities have ceased as of February 2012. Redevelopment funding was a critical tool that the City used to encourage and support the preservation and creation of community improvements that primarily benefited low- and moderate-income households, including housing opportunities. Equally troubling are the ongoing cuts in federal funding. In addition to reductions in funding

for 2013-2014, the budget proposal for 2014-2015 may also include additional reductions in CDBG funding. Reductions in CDBG funding will affect the City's ability to address the needs of residents and to meet the goals established in the 2010-2015 Consolidated Plan.

LEAD-BASED PAINT

The City of Pico Rivera complies with Lead Safe Housing Rule requirements. Steps taken to comply include the following:

- Conduct a site assessment to determine if lead hazards exist, and upon confirming lead hazards, issue corrective orders to the owners or other responsible parties of the residential properties requiring compliance.
- Secure samples of potential lead sources such as paint, soil, pottery and toys for laboratory analysis.
- Monitor lead hazard abatement and clearance.
- Coordinate and direct state and federal lead grant projects.
- Provide training activities for new program staff.
- Interface with agencies, organizations and committees such as the local Housing Authority, the Community Development Commission, the Occupational Safety and Health Agency, the Lead Abatement Task Force, and the Lead Planning Committee in an effort to gain statewide program support.
- Develop and implement community outreach health education activities.
- Maintain an active list of agencies involved in the consultation, environmental testing and abatement of lead-based paint for property owners and others.

ANTI-POVERTY STRATEGY

According to the City's Consolidated Plan, the activities and services the City will provide during Fiscal Year 2013-2014 to combat and prevent poverty include the following:

- Continue to participate with the PATH Homelessness Initiative Strategic Planning, seeking preventive measures and ranking needed services that will prevent homelessness.
- Provide affordable housing programs including rehabilitation and rental assistance through the Housing Assistance Agency Section 8 Housing Choice Voucher Program.
- Provide homeless assistance including prevention activities, emergency shelter and transitional housing opportunities through CDBG funding.
- Provide public services to assist lower-income seniors, youth and households to improve their quality of life.
- Provide assistance through the Commercial Façade Loan Program to assist with the revitalization of targeted commercial areas to sustain and restore economic vitality.

DEVELOP INSTITUTIONAL STRUCTURES & ENHANCE COORDINATION IN THE COMMUNITY

There are many organizations that actively collaborate in the areas of housing, homeless services and community and economic development; most participate in the preparation and implementation of the City's Consolidated Plan. The City will continue to participate in the regional CoC planning efforts led by PATH (People Assisting the Homeless) in order to identify the housing and service needs of the City's homeless.

STRUCTURES TO ENHANCE COORDINATION EFFORTS IN THE COMMUNITY

The City has made a concerted effort to eliminate institutional gaps, and enhance coordination of programs with all segments of the community. The City will continue to utilize nonprofit and special district public entities to deliver public services. City departments will also work together to evaluate programs and projects that may be funded in whole or in part with CDBG funds. In addition, the City contracts with the state government and local governments throughout Los Angeles County, private industry construction contractors, nonprofit organizations and social service providers to provide community, housing, and social service programs and projects.

The HEARTH Act requires that the City enhance its consultation with neighboring jurisdictions, other special districts and the regional CoC. As required, the City will make an effort to improve coordination efforts that will help ensure implementation of the regional plan to end chronic homelessness, discharge planning, and other regional homeless efforts.

PUBLIC HOUSING IMPROVEMENTS AND INITIATIVES

The City of Pico Rivera operates a public housing, which provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare a five-year and an one-year plan that highlight its mission, goals and objectives as it relates to public and assisted housing programs. The City will review the Authority's plans and provide Pico Rivera Housing Authority the opportunity to review and consult with the City regarding its Consolidated Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents.

ECONOMIC DEVELOPMENT

The City will continue to support job creation activities for residents. Examples of activities to be undertaken by the City to support economic development include the following:

- Assistance in the form of a grant of up to 80 percent and loan of up to 20 percent of a business façade improvement project.

- Remove graffiti in eligible low- and moderate-income block groups based on an official designation of deteriorating and/or deteriorated area.

MEASURE OUTCOMES

The City's Consolidated Plan and annual Action Plan have been prepared to comply with HUD's requirement that they include a results-oriented management and accountability system that will measure program/activity outcomes as well as outputs. The City has implemented reporting requirements for all CDBG-funded activities to capture outcome and output data in a manner that facilitates easy and consistent reporting of data into HUD's Integrated Disbursement and Information System (IDIS).

CDBG PROGRAM SPECIFIC REQUIREMENTS

The activities the City of Pico Rivera will implement during the 2013-2014 Program Year will be focused on eligible activities to address housing and community needs. Programs will be limited to activities that benefit Low- and Moderate-Income households. All activities that will be funded with CDBG resources are described in detail in **ATTACHMENT 3**.

With respect to CDBG program income, the City anticipates receiving \$0 during FY 2013-2014. Furthermore, no program income will be carried forward from the prior year. A total of \$100,000 in prior year uncommitted CDBG funds and \$134,200 in FY 2012-2013 funds will be carried forward in order to undertake eligible activities during 2013-2014. The City does not have surplus funds from urban renewal settlements, nor does the City have grant funds returned to its line of credit. The City will not undertake float-funded activities; therefore, it does not anticipate program income from these types of activities. Finally, the City will not undertake any actions that may result in involuntary displacement of business or residents.

MONITORING

The City will take steps to monitor CDBG-funded activities during the 2013-2014 Program Year. The goal of the City's monitoring efforts will be to ensure compliance with CDBG program requirements thus protecting the public's investment in Pico Rivera.

At a minimum, all CDBG funded activities, including those carried out by subrecipients, will be required to submit quarterly accomplishment reports to program staff. Public improvement reports will include a description of project progress and dates for milestones such as a

completion date. Housing rehabilitation and public service providers will be required to provide information regarding the number of homeowners/clients served and the overall progress of their programs. City staff will also undertake on-site monitoring to review subrecipients' performance, quality of services, and grant administration abilities. If and when necessary, corrective actions will be recommended by the City to ensure compliance with applicable federal regulations. All quarterly report information will be input on a regular basis into IDIS. Year-end accomplishment information will be submitted to HUD as part of the Consolidated Annual Performance and Evaluation Report (CAPER).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which It is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

City Manager
Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2013**, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

City Manager
Title

APPENDIX TO CERTIFICATIONS**INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:****A. Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

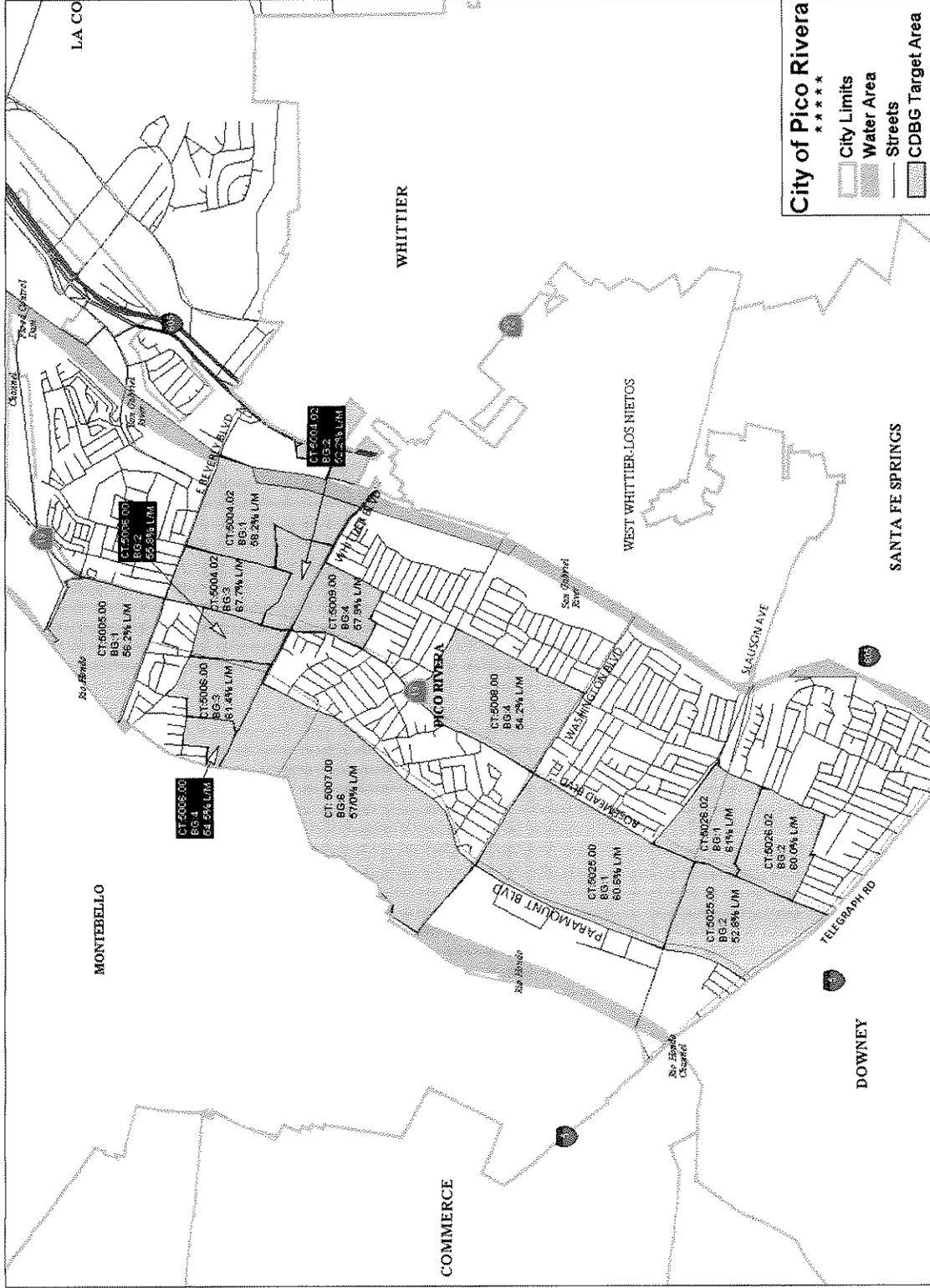
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

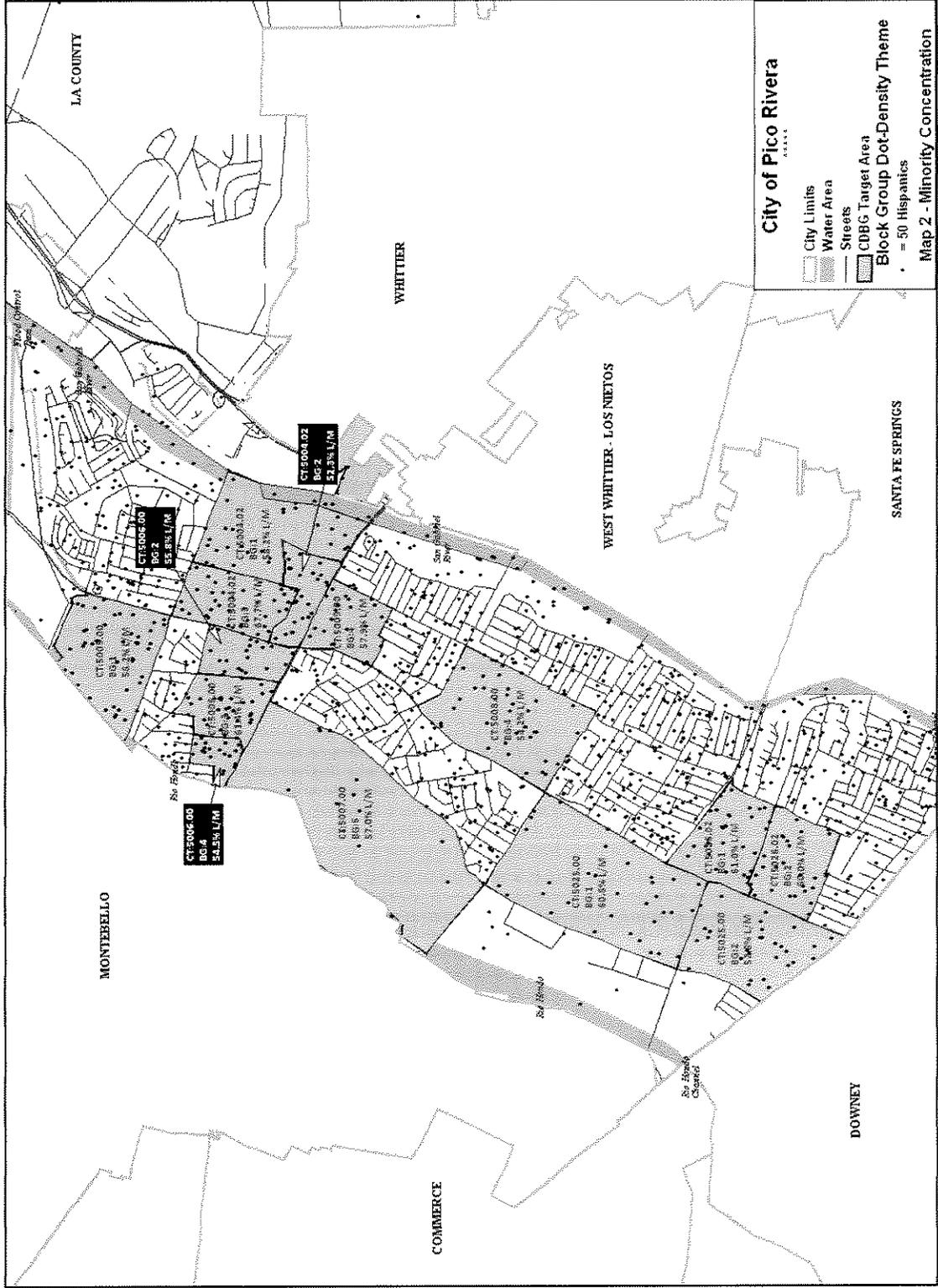
MAP 1

2013-2014 CDBG-FUNDED ACTIVITIES

MAP 1: 2013-2014 CDBG-FUNDED ACTIVITIES --All other programs will be available citywide for qualified households.



MAP 2: MINORITY CONCENTRATION (HISPANICS)



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ATTACHMENT 1

PUBLIC NOTICE
&
SUMMARY OF PUBLIC COMMENTS

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Whittier Daily News

Affiliated with SOV Newspaper Group
7812 Greenleaf Avenue
Whittier, CA 90602
562-982-8811 ext. 2270
debbie.dchapman@sogn.com

5007801

CITY OF PICO RIVERA
6615 PASSONS BL.
PICO RIVERA, CA. 90660

FILE NO. Public Hearing Notice 2013-2014

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation which has been adjudicated as a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of October 10, 1960, Case Number 369393. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

6/24/2013

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

Executed at West Covina, LA Co. California
On this 24th day of May, 2013.



Signature

FILE NO. 5007801

(Space below for use of County Clerk Only)

Legal No. 0010384205

**CITY OF PICO RIVERA CITY COUNCIL
PUBLIC HEARING AND COMMENCEMENT OF 30-DAY PUBLIC COMMENT PERIOD 2013-2014 ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that the City of Pico Rivera City Council will be hearing regarding the adoption of the 2013-2014 Annual Action Plan. The 2013-2014 Plan summarizes proposed activities to be funded under the U.S. Department of Urban Development's (HUD) Community Development Block Grant (CDBG). It is noted that the City of Pico Rivera will receive \$614,014 in CDBG funds from HUD, provided the final budget allocation and this budget amount is subject to a amount reflects a 5% estimated decrease from the previous year due to federal cuts. Program income generated from prior funded activities and unexpended funds may also be utilized. As required by federal regulations, a 30-day public period will be initiated to receive written comments regarding the proposed items as outlined in the draft 2013-2014 Action Plan.

Proposed uses of 2013-2014 CDBG funds include the following: General Adminis. Cost \$122,883; Social Service programs for seniors, homeless and lower income \$42,105; Commercial Facility Rehabilitation Program \$285,393; Housing R Program \$16,310; Rehabilitation Administration \$75,000 and Neighborhood Ser to accommodate activities \$28,000.

WHEN: Tuesday, June 25, 2013

TIME: 6:00 PM

WHERE: City Hall Council Chambers
6615 Passons Boulevard
Pico Rivera, CA 90660

MAIL: PO Box 1016

TELEPHONE: (562) 881-4222

PERSONS INTERESTED IN THIS MATTER are invited to attend by express their opinion on the above matter. The 30-day public comment period 2013-2014 Annual Action Plan past amendments to the 2010-2013 Consolidated commence on May 14, 2013, and will end June 25, 2013. Written comments must be for Community and Economic Development Department-Housing Division 6:00 p.m., June 25, 2013. Drafts are available for public review at the following loc:

Pico Rivera City Hall
Housing Division
6615 S. Passons Boulevard
Pico Rivera, CA 90660

Pico Park
928 Beverly Boulevard
Pico Rivera, CA 90660

U.S. Post Office
6320 Passons
Pico Rivera, CA

Rivers Park
930 Shade Lane
Pico Rivera, CA 90660

Smith Park
6016 Rosewood
Pico Rivera, CA

If a challenge is made by any party in court from actions arising out of the public hearing, you may be limited to raising only those issues you or raised in the public hearing described in this notice, or in written correspondence the City of Pico Rivera City Clerk at, or prior to, the public hearing.

Anna M. Jerome
Assistant City Clerk
Date: June 25, 2013, 6:00 p.m.

In compliance with the Americans with Disabilities Act of 1990, the City of P committed to providing reasonable accommodations for a person with a disability contact Anna M. Jerome at (562) 881-4222 if special program accommodations, and/or if program information is needed in an alternative format. Special request made in a reasonable amount of time in order that accommodations can be arranged.

Publish: May 24, 2013 Whittier Daily News Ad#384285

SUMMARY OF PUBLIC COMMENTS

CITY COUNCIL MEETING (JUNE 25, 2013)

- [To be inserted at the conclusion of the Council meeting]

SUMMARY OF WRITTEN PUBLIC COMMENTS

- [To be inserted at the conclusion of the public comment period]

CITY RESPONSE TO WRITTEN PUBLIC COMMENTS

- [To be inserted at the conclusion of the public comment period]

ATTACHMENT 2

HUD-REQUIRED 5-YEAR ACCOMPLISHMENT SUMMARIES

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Table 3A Summary of Specific Annual Objectives

Grantee Name: City of Pico Rivera

Availability/Accessibility of Decent Housing (DH-1)						
Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
DH 1.1 Provide <u>rehabilitation grants</u> up to \$12,000 to eligible low/moderate-income homeowners to be used for stuccoing, painting & minor exterior home repairs. Also grants to make health & safety-related home improvements	CDBG	2010	Housing Units	30	29	96.7%
		2011	Housing Units	25	16	64.0%
		2012	Housing Units	27	TBD	%
		2013	Housing Units	12	TBD	%
		2014				
5-Yr Con Plan Goal				150	45	30.0%
DH 1.2 Provide for a proactive <u>code enforcement</u> program in eligible low- and moderate-income block groups based on an official designation of deteriorating and/or deteriorated area	CDBG	2010	Housing Units	300	245	81.7%
		2011	Housing Units	250	313	125.2%
		2012	Housing Units	250	TBD	%
		2013	Housing Units	250	TBD	%
		2014				
5-Yr Con Plan Goal				1,500	558	37.2%
DH 1.3 Provide funds for the Southern California Housing Rights Center to prepare and administer a <u>Fair Housing Counseling</u> Program in the City of Pico Rivera	CDBG	2010	Households	150	184	122.7%
		2011	Households	150	153	102.0%
		2012	Households	150	TBD	%
		2013	Households	100	TBD	%
		2014				
5-Yr Con Plan Goal				750	337	44.9%
DH 1.4 <u>Alleviate emergency conditions</u> threatening the public health and safety in areas where it is determined that such an emergency condition exists and requires immediate resolution	CDBG	2010	Projects	1	0	0.0%
		2011	Projects	NA	NA	NA
		2012	Projects	NA	NA	NA
		2013	Projects	NA	NA	NA
		2014				
5-Yr Con Plan Goal				0	0	NA

Affordability of Decent Housing (DH-2)						
Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
DH 2.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
5-Yr Con Plan Goal			NA	NA	NA	
Sustainability of Decent Housing (DH-3)						
Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
DH 3.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
5-Yr Con Plan Goal			NA	NA	NA	
Availability/Accessibility of Suitable Living Environment (SL-1)						
Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 1.1	CDBG	2010	Businesses	1	0	0.0%
		2011	Businesses	3	0	0.0%
		2012	Businesses	2	TBD	%
		2013	Businesses	2	TBD	%
		2014				
5-Yr Con Plan Goal				5	0	0.0%
SL 1.2	CDBG	2010	Units	1,500	3,668	244.5%
		2011	Units	1,500	2,369	157.9%
		2012	Units	1,500	TBD	%
		2013	Units	1,500	TBD	%
		2014				
5-Yr Con Plan Goal				7,500	6,037	80.5%

Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 1.3 Provide partial funding of a homeless shelter for families. The shelter provides <u>transitional housing</u> for families, as well as a full range of social services for clients (Salvation Army & Whole Child)	CDBG	2010	Individuals	14	3	21.4%
		2011	Individuals	15	21 ^a	NA
		2012	Individuals	17	TBD	%
		2013	Individuals	6	TBD	%
		2014				
5-Yr Con Plan Goal				75	24	32.0%
SL 1.4 Provide <u>support services</u> to homeless women & children (Salvation Army)	CDBG	2010	Individuals	175	321	183.4%
		2011	Individuals	-	362 ^a	NA
		2012	Individuals	10	TBD	%
		2013	Individuals	3	TBD	%
		2014				
5-Yr Con Plan Goal				875	683	78.1%
SL 1.5 Funding of <u>emergency shelter</u> for women & children who become homeless as a result of domestic violence (Women & Children's Shelter)	CDBG	2010	Individuals	175	321	183.4%
		2011	Individuals	30	44	146.7%
		2012	Individuals	30	TBD	%
		2013	Individuals	23	TBD	%
		2014				
5-Yr Con Plan Goal				250	365	146.0%
Affordability of Suitable Living Environment (SL-2)						
Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 2.1 NA	NA	2010				
		2011				
		2012	NA	NA	NA	NA
		2013				
		2014				
5-Yr Con Plan Goal				NA	NA	NA
Sustainability of Suitable Living Environment (SL-3)						

Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
SL 3.1 Funds for the <u>Domestic Violence Prevention Program</u> to assist in completing restraining orders forms at Superior Court at no expense to the client (Legal Aid Services)	CDBG	2010	Individuals	15	31	206.7%
		2011	Individuals	15	28	186.7%
		2012	Individuals	32	TBD	%
		2013	Individuals	25	TBD	%
		2014				
5-Yr Con Plan Goal				75	59	78.7%
SL 3.2 Provide nourishing food at nominal cost to <u>homebound, disabled seniors & chronically or temporarily ill</u> (Meals on Wheels)	CDBG	2010	Individuals	30	60	200.0%
		2011	Individuals	30	17	56.7%
		2012	Individuals	NA	TBD	%
		2013	Individuals	NA	TBD	%
		2014				
5-Yr Con Plan Goal				150	77	51.3%
SL 3.3 Funding of a social services agency that empowers <u>persons with disabilities</u> with knowledge, skills & confidence needed to achieve full participation in the community & the ability for independence	CDBG	2010	Individuals	25	37	148.0%
		2011	Individuals	25	53	212.0%
		2012	Individuals	68	TBD	%
		2013	Individuals	23	TBD	%
		2014				
5-Yr Con Plan Goal				125	90	72.0%
SL 3.4 Provide a variety of <u>senior services</u> including congregate & home-delivered meals, case management, home-making, personal care, caregiver support groups & community education	CDBG	2010	Individuals	300	980	326.7%
		2011	Individuals	300	190	63.3%
		2012	Individuals	300	TBD	%
		2013	Individuals	265	TBD	%
		2014				
5-Yr Con Plan Goal				1,500	1,170	78.0%
SL 3.5 Funding for the <u>Retired & Senior Volunteer Program (RSVP)</u> , which helps people age 55 & older, retired or not, utilize their skills by volunteering to help others based on their skills, abilities & interests, & the needs of the community	CDBG	2010	Individuals	35	27	77.1%
		2011	Individuals	35	31	88.6%
		2012	Individuals	35	TBD	%
		2013	Individuals	NA	TBD	%
		2014				
5-Yr Con Plan Goal				175	58	33.1%

Availability/Accessibility of Economic Opportunity (EO-1)

Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
EO 1.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
Affordability of Economic Opportunity (EO-2)						
EO 2.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
Sustainability of Economic Opportunity (EO-3)						
EO 3.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
5-Yr Con Plan Goal						
				NA	NA	NA

Neighborhood Revitalization (NR-1)

Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
		Year				
NR 1.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
		5-Yr Con Plan Goal				
Other (O-1)						
Specific Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
		Year				
O 1.1	NA	2010	NA	NA	NA	NA
		2011				
		2012				
		2013				
		2014				
		5-Yr Con Plan Goal				

a. In FY 11-12, the Salvation Army also provided counseling to 352 individuals, and The Whole Child provided counseling to 10 additional Pico Rivera residents. These totals are not included in Transitional Housing accomplishments but are reported Support Services accomplishments.

ATTACHMENT 3
2013-2014 CDBG FUNDED ACTIVITIES

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Project Name: CDBG Program Administration - 13			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funds for program oversight and coordination.			
Location:	Priority Need Category		
Citywide	Select one: Planning/Administration ▼		
Explanation:			
Expected Completion Date:	Activity will help ensure programs/projects are carried in compliance with federal regulations.		
6/30/2014			
Objective Category			
<input type="radio"/> Decent Housing			
<input type="radio"/> Suitable Living Environment			
<input type="radio"/> Economic Opportunity			
Specific Objectives			
Outcome Categories	1		
<input type="checkbox"/> Availability/Accessibility	2		
<input type="checkbox"/> Affordability	3		
<input type="checkbox"/> Sustainability			
Project-level Accomplishments	Accompl. Type: ▼	Proposed NA	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼
			Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
Admin program at a level that prevents HUD findings	Review HUD monitoring reports for findings		
21A General Program Administration 570.206 ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Program Year 4	CDBG ▼	Proposed Amt. \$ 120,107	Fund Source: ▼
		Actual Amount	Fund Source: ▼
	Fund Source: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼

Project Name: Commercial Façade Program		
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA	
Funding will provide eligible owners with a loan of up to 80% and 20% grant of the façade improvement costs. Loan amount is dependent on the street frontage width and height of the building. Eligible improvements include: exterior painting and/or stucco, door & window repair/replacement, roof parapet walls, decorative brick and/or tile accents, canvas awnings, parking lot & landscaping improvements, moldings, wood trim, screening for air conditioning, lighting, window cases.		
Location:	Priority Need Category	
Low/Mod areas	Select one: Other <input type="text"/>	
Explanation:		
Expected Completion Date: 6/30/2014	Improve overall appearance of commercial properties in CDBG target areas.	
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity	Specific Objectives	
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve economic opportunities for low-income persons <input type="text"/>	
	2 <input type="text"/>	
	3 <input type="text"/>	
Project-level Accomplishments	08 Businesses <input type="text"/> Proposed 2 <input type="text"/> Accompl. Type: <input type="text"/>	
	Underway <input type="text"/>	
	Complete <input type="text"/>	
	Accompl. Type: <input type="text"/>	
Accompl. Type: <input type="text"/>	Accompl. Type: <input type="text"/>	
Accompl. Type: <input type="text"/>	Accompl. Type: <input type="text"/>	
Proposed Outcome	Performance Measure	Actual Outcome
One or more deteriorated signs and/or facades upgraded	Increased number of business with substandard or code compliant signage/facades	
14E Rehab; Publicly or Privately-Owned Commercial/Indu 570.2 <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>	Matrix Codes <input type="text"/>
Program Year 4	CDBG <input type="text"/> Proposed Amt. \$ 200,000	Fund Source: <input type="text"/>
	Actual Amount <input type="text"/>	Fund Source: <input type="text"/>
	Fund Source: <input type="text"/>	Accompl. Type: <input type="text"/>
	Accompl. Type: <input type="text"/>	Accompl. Type: <input type="text"/>

Project Name: Community Legal Services			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
Legal services for lower income residents. National Objective: Low- & Moderate-Income Limited Clientele - 24 CFR 570.208 (a)(2).			
Location:	Priority Need Category		
Citywide	Select one: Public Services ▼		
Explanation:			
Expected Completion Date:	Provide needed services for lower income community residents.		
6/30/2014			
Objective Category			
<input type="radio"/> Decent Housing			
<input checked="" type="radio"/> Suitable Living Environment			
<input type="radio"/> Economic Opportunity			
Specific Objectives			
Outcome Categories	1 Improve the services for low/mod income persons ▼		
<input checked="" type="checkbox"/> Availability/Accessibility	2 ▼		
<input type="checkbox"/> Affordability	3 ▼		
<input type="checkbox"/> Sustainability			
Project-level Accomplishments	Accompl. Type: ▼	Proposed 25	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
50% of individuals seeking services will be linked to desired services	On-site monitoring & measure goal accomplishment		
05C Legal Services 570.201(E) ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Program Year 4	CDBG ▼	Proposed Amt. \$ 1,782	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼

Project Name: Graffiti Removal		
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA	
CDBG funds will be used to support graffiti removal program within the City's Low- and Moderate-Income block groups. National Objective: Low- & Moderate-Income Area - 24 CFR 570.202 (c).		
Priority Need Category		
Limited to Low- & Moderate-Income area - see Explanation for Census Tracts & Block Groups - L/M Area is 44.9% L/M	Select one: Public Services ▼	
	Explanation:	
Expected Completion Date: 6/30/2014	Activity will help maintain and preserve the city's residential neighborhoods. County:06037 - CT:502500 BG:1,2 / CT:502502 BG:1,2 / CT:500700 BG:6/ CT:500800 BG:4 / CT:500900 BG:4 / CT:500600 BG:2,3,4 / CT:500402 BG:1,2,3 / CT:500500 BG:1	
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		
Specific Objectives		
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	1 Improve the services for low/mod income persons ▼	
	2 ▼	
	3 ▼	
Project-level Accomplishments	10 Housing Units ▼ Proposed 1,500 Accompl. Type: ▼	
	Underway	
	Complete	
	Accompl. Type: ▼ Accompl. Type: ▼	
Accompl. Type: ▼ Accompl. Type: ▼		
Proposed Outcome	Performance Measure	Actual Outcome
Enhance suitable living environment through improved/new sustainability	Number of graffiti incidences removed; no. of persons benefited	
05 Public Services (General) 570.201(e) ▼	Matrix Codes ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼
Program Year 4	CDBG ▼ Proposed Amt. \$ 20,499 Fund Source: ▼	
	Actual Amount Fund Source: ▼	
	Accompl. Type: ▼ Accompl. Type: ▼	
	Accompl. Type: ▼ Accompl. Type: ▼	

Project Name: Neighborhood Services (Code Enforcement)			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funded program will focus enforcement of housing and other health/safety codes in Low- & Moderate-income target areas. This program differs from City's ongoing code enforcement activities (the latter is citywide and deals with enforcement of all municipal codes). National Objective: Low- & Moderate-Income Area - 24 CFR 570.202 (c).			
Location:	Priority Need Category		
Limited to Low- & Moderate-Income area - see Explanation for Census Tracts & Block Groups - L/M Area is 44.9% L/M	Select one: Owner Occupied Housing		
Expected Completion Date:	Explanation:		
6/30/2014	Activity will help maintain and preserve the city's residential neighborhoods. County:06037 CT:502500 BG:1,2 / CT:502502 BG:1,2 / CT:500700 BG:6/ CT:500800 BG:4 / CT:500900 BG:4 / CT:500600 BG:2,3,4 / CT:500402 BG:1,2,3 / CT:500500 BG:1		
Objective Category	Specific Objectives		
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1 Improve the quality of owner housing 2 Improve the quality of affordable rental housing 3		
Outcome Categories			
<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability			
Project-level Accomplishments	10 Housing Units	Proposed 250	Accompl. Type:
		Underway	
		Complete	
	Accompl. Type:		Accompl. Type:
			Accompl. Type:
			Accompl. Type:
Proposed Outcome	Performance Measure	Actual Outcome	
Correct housing and building code violations	Review case files to ensure code violations are corrected		
15 Code Enforcement 570.202(c)		Matrix Codes	
Matrix Codes		Matrix Codes	
Matrix Codes		Matrix Codes	
Program Year 4	CDBG	Proposed Amt. \$ 200,000	Fund Source:
		Actual Amount	
	Fund Source:		Fund Source:
	Accompl. Type:		Accompl. Type:
			Accompl. Type:

Project Name: Home Rehabilitation Grants			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG-funded grants up to \$12,000 for low to moderate-income homeowners for severely deteriorated and health and safety-related home rehabilitation repairs. National Objective: Low- & Moderate-Housing - 24 CFR 570.202.			
Location:	Priority Need Category		
Citywide	Select one: Owner Occupied Housing ▼		
Explanation:			
Expected Completion Date:	Activity will be preserve the City's supply of housing that is affordable to lower income homeowners		
6/30/2014			
Objective Category			
<input checked="" type="radio"/> Decent Housing			
<input type="radio"/> Suitable Living Environment			
<input type="radio"/> Economic Opportunity			
Specific Objectives			
Outcome Categories	1 Improve the quality of owner housing ▼		
<input type="checkbox"/> Availability/Accessibility	2 ▼		
<input checked="" type="checkbox"/> Affordability	3 ▼		
<input type="checkbox"/> Sustainability			
Project-level Accomplishments	10 Housing Units ▼	Proposed 12	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼
			Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
At least one significant housing deficiencies will be eliminated	Identify one deficiency per unit that is address w/ CDBG funds		
14A Rehab; Single-Unit Residential 570.202 ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Program Year 4	CDBG ▼	Proposed Amt. \$ 197,678	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼

Project Name: Rehabilitation Program Administration					
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA				
CDBG funds to pay for the direct delivery program costs for the Pico Rivera Owner-Occupied Rehabilitation and Commercial Façade Programs. National Objective: Low- & Moderate-Housing - 24 CFR 570.202.					
Location:	Priority Need Category				
Citywide	Select one: Owner Occupied Housing ▼				
Explanation:					
Expected Completion Date: 6/30/2014	Activity will be preserve the City's supply of housing that is affordable to lower income homeowners. See Paint Up/Fix Up/Grant Program for accomplishment information.				
Objective Category					
<input checked="" type="radio"/> Decent Housing					
<input type="radio"/> Suitable Living Environment					
<input type="radio"/> Economic Opportunity					
Specific Objectives					
Outcome Categories	1 Improve the quality of owner housing ▼				
<input type="checkbox"/> Availability/Accessibility	2 Improve economic opportunities for low-income persons ▼				
<input checked="" type="checkbox"/> Affordability	3 Increase range of housing options & related services for persons w/ special needs ▼				
<input type="checkbox"/> Sustainability					
Project-level Accomplishments	Accompl. Type: ▼	Proposed NA	Accompl. Type: ▼		
		Underway			
		Complete			
	Accompl. Type: ▼		Accompl. Type: ▼		
	Accompl. Type: ▼		Accompl. Type: ▼		
Proposed Outcome		Performance Measure		Actual Outcome	
See Paint Up/Fix Up/Grant Program		See Paint Up/Fix Up/Grant Program			
14H Rehabilitation Administration 570.202 ▼		Matrix Codes ▼		Matrix Codes ▼	
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼	
Matrix Codes ▼		Matrix Codes ▼		Matrix Codes ▼	
Program Year 4	CDBG ▼	Proposed Amt.	\$ 80,000	Fund Source: ▼	
		Actual Amount		Fund Source: ▼	
	Fund Source: ▼			Fund Source: ▼	
	Accompl. Type: ▼			Accompl. Type: ▼	
	Accompl. Type: ▼			Accompl. Type: ▼	

Project Name: Salvation Army Transitional Living Center			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funds will be used to provide housing & comprehensive support services to homeless women and children. Families can stay in the program up to 24 months at no cost, in order to maximize savings for eventual independent living. National Objective: Low- & Moderate-Income Limited Clientele - 24 CFR 570.208 (a)(2).			
Location:	Priority Need Category		
Citywide	Select one: Homeless/HIV/AIDS ▼		
Explanation:			
Expected Completion Date: 6/30/2014	Activity will help address the needs of homeless who have special needs and/or are chronic homeless.		
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives		
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Increase the number of homeless persons moving into permanent housing ▼ 2 End chronic homelessness ▼ 3 ▼		
Project-level Accomplishments	01 People ▼	Proposed 3	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
Number of persons placed in supportive housing as a proportion of total assisted	70% of all clients served will be linked to permanent housing & will remain in this housing for at least 6 months after leaving program		
03T Operating Costs of Homeless/AIDS Patients Programs ▼	Matrix Codes ▼		
Matrix Codes ▼	Matrix Codes ▼		
Matrix Codes ▼	Matrix Codes ▼		
Program Year 4	Fund Source: ▼	Proposed Amt. \$ 2,969	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼

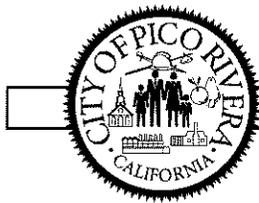
Project Name: Southern California Housing Rights Center (Fair Housing Svcs)			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funds allocated to provide funds for the Southern California Housing Rights Center to prepare and administer a Fair Housing Counseling Program in the City of Pico Rivera.			
Location:	Priority Need Category		
Citywide	<table border="1"> <tr> <td>Select one:</td> <td>Planning/Administration ▼</td> </tr> </table>	Select one:	Planning/Administration ▼
Select one:	Planning/Administration ▼		
Expected Completion Date:	Explanation:		
6/30/2014	Activity will help ensure programs/projects are carried in compliance with federal regulations.		
<input type="checkbox"/> Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives		
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1. _____ ▼ 2. _____ ▼ 3. _____ ▼		
Project-level Accomplishments	04 Households ▼	Proposed 100	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼
			Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
Residents seeking fair housing assistance will be linked appropriate services	100% of inquires will be addressed		
21D Fair Housing Activities (subject to 20% Admin cap) 570.20€ ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Program Year 4	Fund Source: ▼	Proposed Amt. \$ 15,000	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼
			Accompl. Type: ▼

Project Name: Southern California Rehabilitation Services		
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA	
CDBG funds to support services that empowers persons with disabilities with knowledge, skills & confidence needed to achieve full participation in the community & the ability to promote opportunities for independence. The Agency provides in-home service registry, housing assistance, peer counseling, independent living skills training, job development, information/referrals & ADA training. National Objective: Low- & Moderate-Income Limited Clientele - 24 CFR 570.208 (a)(2).		
Location: Citywide	Priority Need Category Select one: Non-homeless Special Needs	
Expected Completion Date: 6/30/2014	Explanation: Activity will assist individuals with special needs maintain achieve and/or maintain independence.	
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity	Specific Objectives	
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve the services for low/mod income persons 2 3	
Project-level Accomplishments	01 People Proposed 23 Underway Complete Accompl. Type:	
	Accompl. Type:	
	Accompl. Type:	
	Accompl. Type:	
Proposed Outcome	Performance Measure	Actual Outcome
Assist persons with disabilities maintain employment/housing and independent living	Compare number of program participants that retain employment or independent living	
05B Handicapped Services 570.201(e)	Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes	Matrix Codes
Matrix Codes	Matrix Codes	Matrix Codes
Program Year 4	Fund Source: Proposed Amt. \$ 3,563 Actual Amount	Fund Source:
	Fund Source:	Fund Source:
	Accompl. Type:	Accompl. Type:
	Accompl. Type:	Accompl. Type:

Project Name: Southeast Area Social Services Funding Authority (SASSFA)			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funds provided for a variety of senior services to those 60 years and older which include congregate nutrition, home delivered meals, case management, telephone reassurance, homemaking, personal care, homemaker registry, caregiver support groups, and community education. National Objective: Low- & Moderate-Income Limited Clientele - 24 CFR 570.208 (a)(2).			
Location:	Priority Need Category		
Citywide	Select one: Public Services ▼		
Explanation:			
Expected Completion Date:	Activity will help City address needs of seniors.		
6/30/2014			
Objective Category			
<input type="radio"/> Decent Housing			
<input checked="" type="radio"/> Suitable Living Environment			
<input type="radio"/> Economic Opportunity			
Specific Objectives			
Outcome Categories	1 Improve the services for low/mod income persons ▼		
<input checked="" type="checkbox"/> Availability/Accessibility	2 ▼		
<input type="checkbox"/> Affordability	3 ▼		
<input type="checkbox"/> Sustainability			
Project-level Accomplishments	01 People ▼	Proposed 265	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼
			Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
Allow seniors to remain in place and avoid institutionalized	Compare number of seniors that remain in place vs. institutionalized after service is provided		
05A Senior Services 570.201(e) ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Matrix Codes ▼	Matrix Codes ▼	Matrix Codes ▼	
Program Year 4	CDBG ▼	Proposed Amt. \$ 34,335	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
			Accompl. Type: ▼

Project Name: Whole Child Transitional Housing Services (formerly Rio Hondo Temp Housing)			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funds to support homeless shelter for families with children. The shelter provides transitional housing for families, as well as a full range of social services for clients. National Objective: Low- & Moderate-Income Limited Clientele - 24 CFR 570.208 (a)(2).			
Location: Citywide	Priority Need Category Select one: Homeless/HIV/AIDS ▼		
Expected Completion Date: 6/30/2014	Explanation: Activity will help address the needs of homeless who have special needs and/or are chronic homeless.		
Objective Category <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives		
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Increase the number of homeless persons moving into permanent housing ▼ 2 ▼ 3 ▼		
Project-level Accomplishments	01 People ▼	Proposed 6	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
Number of persons placed in supportive housing as a proportion of total assisted	70% of all clients served will be linked to permanent housing & will remain in this housing for at least 6 months after leaving program		
03T Operating Costs of Homeless/AIDS Patients Programs ▼	Matrix Codes ▼		
Matrix Codes ▼	Matrix Codes ▼		
Matrix Codes ▼	Matrix Codes ▼		
Program Year 4	Fund Source: ▼	Proposed Amt. \$ 24,944	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼

Project Name: Women's and Children's Crisis Center			
Description:	IDIS Project #: UOG Code: CA62766 PICO RIVERA		
CDBG funds to support emergency shelter for women & children who become homeless as a result of domestic violence. Services include 24-hour access to emergency housing, crisis hotline, food, basic personal items, crisis support, advocacy, counseling/support groups, medical/legal advocacy & specialized children's services. National Objective: Low- & Moderate-Income Limited Clientele - 24 CFR 570.208 (a)(2).			
Location:	Priority Need Category		
Citywide	Select one: Homeless/HIV/AIDS ▼		
Explanation:			
Expected Completion Date: 6/30/2014	Activity will help address the needs of homeless who have special needs and/or are chronic homeless.		
Objective Category <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives		
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Increase the number of homeless persons moving into permanent housing ▼ 2 ▼ 3 ▼		
Project-level Accomplishments	01 People ▼	Proposed 23	Accompl. Type: ▼
		Underway	
		Complete	
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
Proposed Outcome	Performance Measure	Actual Outcome	
Number of persons placed in supportive housing as a proportion of total assisted	70% of all clients served will be linked to temporary housing & will remain in this housing for at least 6 months after leaving program		
03T Operating Costs of Homeless/AIDS Patients Programs ▼	Matrix Codes ▼		
Matrix Codes ▼	Matrix Codes ▼		
Matrix Codes ▼	Matrix Codes ▼		
Program Year 4	CDBG ▼	Proposed Amt. \$ 8,908	Fund Source: ▼
		Actual Amount	
	Fund Source: ▼		Fund Source: ▼
	Accompl. Type: ▼		Accompl. Type: ▼
	Accompl. Type: ▼		Accompl. Type: ▼



Tuesday, June 25, 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:

Robert Martinez, Planning Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Planning Commissioner Martinez

SPECIAL PRESENTATIONS:

- Certificate of Recognition presented to Pico Rivera PeeWee Donnas for placing 1st at the 2013 JAMZ Cheerleading National Championship Competition in Las Vegas.

PUBLIC HEARING:

1. **Public Hearing – Landscape and Lighting Assessment District No 1.** (700)

City Manager Bates stated that this is an annual report provided to the City Council for their consideration.

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

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to: 1) Approve Resolution No. 6727 approving the Engineer's Annual Levy Report for the

Pico Rivera Landscape and Lighting Assessment District No. 1 for Fiscal Year 2013/2014; and 2) Approve Resolution No. 6728 ordering the Collection of Assessments within the Pico Rivera Landscape and Lighting Assessment District No. 1 for Fiscal Year 2013/2014 pursuant to the Landscaping and Lighting Act of 1972. Motion carries by the following roll call vote:

Resolution No. 6727 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2013/2014 LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2013/2014

Resolution No. 6728 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ORDERING THE COLLECTION OF ASSESSMENTS WITHIN THE PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1, FISCAL YEAR 2013/2014

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

2. Public Hearing – Paramount/Mines Landscape Maintenance Assessment District. (700)

City Manager Bates stated that this a routine assessment.

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

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to: 1) Approve Resolution No. 6729 approving the Engineer's Annual Levy Report for the Paramount/Mines Landscape Maintenance Assessment District for Fiscal Year 2013/2014; and 2) Approve Resolution No. 6730 ordering the Collection of Assessments within the Paramount/Mines Landscape Maintenance Assessment District for Fiscal Year 2013/2014 pursuant to the Landscaping and Lighting Act of 1972. Motion carries by the following roll call vote:

Resolution No. 6729 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2013/2014 LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

Resolution No. 6730 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND LEVYING THE FISCAL YEAR 2013/2014 ASSESSMENT FOR THE PICO RIVERA PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

3. Public Hearing – Community Development Block Grant 2013-2014 Draft Action Plan. (1600)

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

Mayor Camacho closed the public hearing.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to continue the item to the City Council meeting of July 9, 2013. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

4. Public Hearing – An Urgency Ordinance Extending the Terms and Provisions of Ordinance No. 1075 Declaring a Moratorium on the Acceptance, Processing or Issuance of Any Zoning Permit, Use Permit, Building Permit, Occupancy Permit, or Other Entitlement for Electronic Cigarette Retailers, Drug Paraphernalia Retailers and Head Shops within City Limits. (1300)

Mayor Camacho opened the public hearing.

Community and Economic Development Director Martinez stated that the City Council adopted a 45-day Urgency Ordinance on May 28, 2013 that placed a temporary moratorium on the sale and the establishment of electronic cigarette (e-cigarettes) retailers, drug paraphernalia retailers, and head and smoke shops. He stated that the California Government Code authorizes the extension of the urgency ordinance provided a public hearing is held and that a 10-day report is provided prior to the expiration of the interim ordinance. The recommendation, he stated, is for an extension of the moratorium of 10 months and 15 days to allow staff further study and evaluation.

Deputy Director Gonzales provided a brief PowerPoint presentation regarding the regulations of electronic cigarette and drug paraphernalia. She stated that the FDA does not regulate e-cigarettes and that SB 648 would ban the use of e-cigarettes in public places and is pending approval by the State Assembly. She further stated that this moratorium would apply only to applicants of new business licenses and is not retroactive.

Councilmember Armenta asked if surrounding cities are adopting the same type of moratorium. City Manager Bates stated that some cities are taking the same types of steps. Deputy Director Gonzalez stated that a local survey of cities has not been taken but there is a list of cities that have adopted ordinances that prohibit new sales.

Written Communications:

Written communications opposing the Urgency Ordinance for extending the terms and provisions of Ordinance No. 1075 were received from the following:

- Maureen
- Kimberlee Metz
- Brian Robles
- Ann Woodbridge
- Kathryn Lafferty
- John Nahas
- Tom Robbio
- Latif Issa
- Joginder Multani
- Kenny Lim
- Hector Trujillo
- Osman Elbiali
- Adam Hoyle

- Frieda Norris
- Gregory Conley
- Thomas A. Briant, NATO Executive Director and Legal Counsel

Oral Communications:

The following speakers provided public comment in opposition to the Urgency Ordinance for extending the terms and provisions of Ordinance No. 1075:

- Jeff Pulice
- Nirmal Singh
- Al Abufarie
- Fr. Jack Kearney
- Tom Winn

The following speakers spoke in support of the Urgency Ordinance for extending the terms and provision of Ordinance No. 1075:

- Emily Peyton
- Joe Price

Discussion ensued amongst the City Council and staff regarding the length of the moratorium and how much time is needed for staff to research the subject. Further discussion included concerns with the possibility of businesses losing money and a sunset clause for making the ordinance retroactive. Community and Economic Development Deputy Director Gonzalez stated that additional time is needed because the city is waiting for the states ruling on the subject matter.

Councilmember Archuleta asked Captain Thornton if the Sheriff's Department has had any arrest pertaining to the e-cigarette and drug paraphernalia. Captain Thornton said he checked with the headquarters narcotic division regarding e-cigarettes and that he is unaware of any specific incidents.

Councilmember Salcido suggested a 45-day moratorium for further intense research and study in lieu of the additional 10 months and 15 days and to separate the two issues between drug paraphernalia and electronic cigarettes when the ordinance is brought back to City Council for approval.

City Attorney Nichols stated in regard to reducing the time from 10 months and 15 days to 45-days that the law is not clear on how many extensions to the moratorium can be given within a two year period.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to adopt Ordinance No. 1077 extending Urgency Ordinance No. 1075 by an additional 45-days for further research. Motion carries by the following roll call vote:

Ordinance No. 1077 AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, EXTENDING THE TERMS AND PROVISIONS OF ORDINANCE NO. 1075 DECLARING A MORATORIUM ON THE ACCEPTANCE, PROCESSING OR ISSUANCE OF ANY ZONING PERMIT, USE PERMIT, BUILDING PERMIT, OCCUPANCY PERMIT, OR OTHER ENTITLEMENT FOR ELECTRONIC CIGARETTE RETAILERS, DRUG PARAPHERNALIA RETAILERS AND HEAD SHOPS WITHIN CITY LIMITS FOR A PERIOD OF 45 DAYS

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

5. Minutes:

- Approved City Council meeting of June 11, 2013
- Received and filed Parks & Recreation meeting of May 9, 2013
- Received and filed Planning Commission meeting of June 3, 2013

6. Approved 21st Warrant Register of the 2012-2013 Fiscal Year.

(700)

Check Numbers: 257228-257431

Special Checks Numbers: None.

7. Second Reading – Film Permit Amendment, General Clean Up of Outdated and Unclear Code Language, Elimination of Parks and Recreation Admin Fee and Adoption of Resolution Maintaining the Current Fee Structure for Fiscal Year 2013-14. (700)

1. Adopted Ordinance No. 1076, an ordinance of the City Council amending Chapters 5.61, *Motion Picture, Television, Still Photography Filming and Production*, of Title 5, *Business License and Regulations*; 2.04, *City Manager*, and 2.08, *City Council*, of Title 2, *Administration and Personnel*; 3.20, *Purchasing*, of Title 3, *Revenue and Finance*; and 13.08, *Administration-Rules and Regulations*, of Title 13, *Water and Sewers*, pertaining to the clean-up of outdated and unclear code language, of the Pico Rivera Municipal Code.

Ordinance No. 1076 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTERS 5.61 (MOTION PICTURE, TELEVISION, STILL PHOTOGRAPHY FILMING AND PRODUCTION), 2.04 (CITY MANAGER), 2.08 (CITY COUNCIL), 3.20 (PURCHASING) AND 13.08 (ADMINISTRATION-RULES AND REGULATIONS), PERTAINING TO CLEAN UP OF OUTDATED AND UNCLEAR CODE LANGUAGE, OF THE PICO RIVERA MUNICIPAL CODE (SECOND READING AND ADOPTION)

8. Side Letter Agreements with Pico Rivera Mid-Managers Association and Pico Rivera Professionals and Confidential Association. (500)

1. Approved Side Letter with Pico Rivera Mid-Managers Association Bargaining Unit; and
2. Approved Side Letter with Pico Rivera Professionals and Confidential Association Bargaining Unit.

Agreement No. 12-1302-1

9. Weekend Graffiti Removal Services – Second Amendment to Agreement No. 09-1095. (500)

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

- 10. Smith Park and Rio Vista Park Renovation Projects – Amendment No. 5 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. – Construction Management Services. (500)**

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

Motion by Councilmember Armenta, seconded by Councilmember Salcido to approve Consent Calendar items 5 through 8. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

- 9. Weekend Graffiti Removal Services – Second Amendment to Agreement No. 09-1095. (500)**

After a brief discussion amongst City Council and staff regarding the service hours and length of the contract, City Council unanimously concurred to continue the item to the meeting of July 9, 2013. Mayor Pro Tem Tercero stated that the city needs to be cognizant of money being used in regard to graffiti removal.

- 10. Smith Park and Rio Vista Park Renovation Projects – Amendment No. 5 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. – Construction Management Services. (500)**

Director of Public Works Cervantes stated that the city is continuing construction on Rio Vista and Smith Park renovation projects. He stated that currently the city is using professional services for construction management services that are being provided by URS.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve Amendment No. 5 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. (URS) for additional construction management services for an amount not to exceed \$85,950 and authorized the Mayor to execute Amendment No. 5 in a form approved by the City Attorney.

Agreement No. 10-1180-5

LEGISLATION:

11. Fiscal Year 2013-14 Budget Adoption. (700)

City Manager Bates and Finance Director Matsumoto presented the budget to City Council utilizing a PowerPoint presentation. Highlights of the presentation included budget summary revenues, expenditures, general fund expenditure, general fund sources and uses, budget assumptions, long-term challenges, prior general fund budget changes and recommendations.

Councilmember Archuleta spoke about the city's reserves, improvements to the city, increases in sales and property tax, new businesses, city employees, and adoption of a balanced budget.

City Manager Bates mentioned upcoming National Pollution Discharge Elimination System (NPDES) requirements that may have a fiscal impact on the city.

Councilmember Armenta spoke of continued furlough days and the anticipation of hiring new staff. City Manager Bates stated that property tax and sales tax should do well in the next couple years and if the economy continues to stabilize the city should do well.

Mayor Pro Tem Tercero asked City Manager Bates to explain why the increase of employees in Finance. Mr. Bates stated that the city was relying on contract employees and based on City Council's direction in regard to replacing contract employees, the city will be hiring full time employees.

Mayor Pro Tem Tercero and Councilmember Salcido expressed their concern for the maintenance of the new parks with under staffed public works personnel and requested that the upkeep of the parks be a top priority with all City Council members concurring.

City Manager Bates stated that there are no plans for lay-offs and that the challenge that lies ahead is to continue to balance the budget.

Mayor Camacho expressed his desire to continue with Public Safety as to draw in new businesses and feels optimistic about the future due to the increase of sales and property tax.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Adopt Resolution No. 6731 approving and adopting the Annual Appropriations Limit for the Fiscal Year 2013-2014 (Attachment 1); and 2) Approve the Fiscal Year 2013-2014 Budget (Attachment 2).

Resolution No. 6731 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2013-2014

AYES: Archuleta, Armenta, Tercero, Camacho

NOES: Salcido

Recessed to Water Authority at 7:43 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 7:44 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Councilmember Armenta asked for an updated report on Rivera Park issues at the next City Council meeting of July 9, 2013 and on the Rivera Baseball Association (RBA).

OLD BUSINESS:

Councilmember Archuleta inquired about addresses in the alley ways. City Manager Bates and Assistant to the City Manager Chavez stated that a pilot program is currently being drafted to address the issue.

Mayor Camacho congratulated Mr. Joe Price and committee on the success of the Relay for Life event that took place over the weekend at El Rancho High School field stadium.

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

Zita Rodriguez:

- Addressed the City Council to thank Director of Public Works Cervantes for his help in fixing a problem; suggested adding two typewriters to the new library for senior citizens who are not computer savvy; inquired about a walkway at Smith Park; spoke in regard to city employees and the budget.

Nora Chen, Rivera Librarian:

- Addressed the City Council regarding summer reading program; t-shirt program; and signed artwork by Raymond Ramirez of Whittier Boulevard.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 7:55 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated June 25, 2013 and approved by the City Council on July 9, 2013.

Anna M. Jerome, Deputy City Clerk

1st WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE: 07/09/13

TOTAL REGISTER AMOUNT: \$2,984,046.64

CHECK NUMBERS: 257432-257648

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$2,984,046.64

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$2,984,046.64

PAYROLL REGISTER P/P 06/14/13 - 06/28/13

Pay Date: 07/03/13

VOID ACH CKS

VOID CKS

Scrap:
383573
383591
383666

SPECIAL CKS
383574 - 383590

11,915.90

11,915.90

CKS
383592 - 383665

73,936.93

73,936.93

ACH
383667 - 383838

292,801.50

292,801.50

TOTAL 378,654.33



To: Mayor and City Council
From: City Manager
Meeting Date: July 9, 2013
Subject: SLAUSON AVENUE STREET IMPROVEMENTS, CIP NO. 21269 - AWARD CONSTRUCTION CONTRACT

Recommendation:

- 1) Award a construction contract in the amount of \$49,645 to Excel Paving Company for the Slauson Avenue Street Improvements, CIP No. 21269, and authorize the Mayor to execute the contract in a form approved by the City Attorney.
- 2) Appropriate \$63,645 in Measure R funds to CIP No. 21269.

Fiscal Impact: \$63,645 (Measure R Funds)

Discussion:

Slauson Avenue is one of the City's busy regional arterial roadways, and heavy traffic conditions are taking a toll on its aging pavement. Visible pavement issues include alligator cracking, areas with sunken pavement, longitudinal and transverse cracking, and pavement depressions. According to the Pavement Management System, Slauson Avenue is in need of pavement rehabilitation; however, monies are not available to fully fund a pavement rehabilitation project.

At the east entrance to the City, a segment of pavement is in need of immediate repair. According to a geotechnical report, the subsurface in the No. 2 westbound lane is failing, and the pavement is visibly sinking. Safety is a concern given the traffic volume and vehicle speeds in the area. Residents complain about the loud noise and shaking that is felt when trucks drive over a segment of sunken pavement.

The geotechnical report recommends a total reconstruction of the deficient pavement area. Exhibit "B" denotes the limits of the job. Work includes saw cutting of asphalt, removal and installation of asphalt and base material, adjustment of utility cover to new grade and striping.

The Department of Public Works solicited bids from ten (10) qualified contractors with expertise in pavement rehabilitation. On June 27, 2013, five (5) bids were received and opened by the City Clerk in a public forum. The following is a summary of the bid results:

COUNCIL AGENDA REPORT – MTG. OF 7-9-13
SLAUSON AVENUE STREET IMPROVEMENTS – CIP NO. 21269
AWARD CONTRACT
Page 2 of 2

	<u>Contractor</u>	<u>Bid Amount</u>
1.	Excel Paving Company	\$49,645.00
2.	All American Asphalt	\$60,000.00
3.	EC Construction	\$69,207.50
4.	Martinez Concrete	\$88,600.00
5.	Sully-Miller Contracting	\$104,099.00

After completion of the bid analysis, Excel Paving Company was confirmed to be the lowest, responsible bidder. The \$49,645 bid is three percent (3%) lower than the Engineer's Estimate of \$51,000.

Excel Paving is experienced with pavement repairs. Recently, they completed a \$1.1 million resurfacing project in the City of South Gate and an \$800,000 street rehabilitation project in the City of Fullerton.

A total budget in the amount of \$63,645 is necessary to fully fund the project. The budget will be expended on construction (\$49,645), contingency (\$7,000), geotechnical services (\$2,000) and job costing (\$5,000).

Construction is scheduled to start in late July 2013 and be completed in mid August 2013. Construction management and inspection services will be provided by the Engineering Division.



Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Construction Contract
- 2) Slauson Avenue Street Improvements – Project Limits

PUBLIC WORKS CONTRACT SERVICES AGREEMENT

**CAPITAL IMPROVEMENT PROJECT NO. 21269
SLAUSON AVENUE
PAVEMENT IMPROVEMENT PROJECT**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 9th day of July, 2013 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and Excel Paving Company (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. City requires services for the construction of **CIP No. 21269 Slauson Avenue - Pavement Improvement Project**. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

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

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

1. SERVICES OF CONTRACTOR

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

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Quotation, Instruction to Bidders, Bidders Proposal, Bidders Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Schedule of Non-Working Fridays, Waste Management Plan, Supplemental Information Form, Tax Identification Number Form, Guarantee, Construction Plan, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

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

1. This Agreement
2. Plan and Detail

3. Latest APWA Standards/Green Book Edition
4. Caltrans Specification

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

2. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of forty nine thousand six hundred forty five (\$49,645) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the

contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

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

4. PERFORMANCE SCHEDULE

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

4.2 Schedule of Performance - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Project Schedule" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

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

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

5. COORDINATION OF WORK

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

Curtis P. Brown
President

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

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

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

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

or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

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

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

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

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

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

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

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

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

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

[Intentionally left blank.]

6. INSURANCE, INDEMNIFICATION AND BONDS

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

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

CONDITIONS:

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

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

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

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

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

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives

documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

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

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

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

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

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

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

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall

pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

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

e) City shall provide timely written notice to Contractor of any third party claims (California Public Contracts Code 9201).

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

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

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

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

7. RECORDS AND REPORTS

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

8.7 Liquidated Damages - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one thousand dollars (\$1000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

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

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

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

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

8.10 Attorney's Fees - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief

which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

9.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

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

To Contractor: Excel Paving Co.
2230 Lemon Ave.
Long Beach, CA 90806
Attn: David J. Cook

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

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

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

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

10.6 Unfair Business Practices Claims - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

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

[Intentionally left blank. Signatures follow.]

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

ATTEST:

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Anna M. Jerome, Assistant City Clerk

By: _____
Gustavo V. Camacho, Mayor

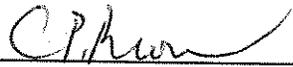
APPROVED AS TO FORM:

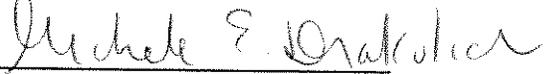
City Attorney

CONTRACTOR:

By: C.P. Brown
(Print)

By: Michele E. Drakulich
(Print)

Signature: 

Signature: 

Title: President

Title: Asst. Secretary

Address: 2230 Lemon Ave.
Long Beach, CA 90806

Address: 2230 Lemon Ave.
Long Beach, CA 90806

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 7-1-13 before me, C. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared C.P. Brown, Michele E. Drakulich

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

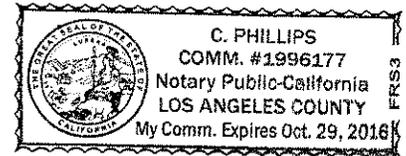
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. Phillips

 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Pico Rivera) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Pico Rivera and/or the Pico Rivera Redevelopment Agency made to you. Other payments may include rents, royalties, commissions, and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PICO RIVERA FINANCE DEPARTMENT
6615 Parsons Boulevard
Pico Rivera, California 90660

Exempt: Yes No Telephone (562) 599-5841

CORPORATION: 95-3672914

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PICO RIVERA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

C.P. Brown July 1, 2013
Signature Date

C.P. Brown - President
Title

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Palp Inc. - CA

C.P. Brown - President

Bruce E. Flatt - Vice President

Michele E. Drakulich - Asst. Secretary

Business Address:

2230 Lemon Ave.

Long Beach, CA 90806

Telephone Number: 562/599-5841

Date: July 1, 2013

Print Name: C.P. Brown - President

Principal

Signature:



Excel Paving Company
 2230 Lemon Avenue
 P.O. Box 16405
 Long Beach, CA 90806-5195
 Phone: (562) 599-5841
 Fax: (562)591-7485

CIP 21269 - Slauson Ave.
 Pavement Improvement Project

QUOTATION

SLAUSON AVENUE PAVEMENT IMPROVEMENT PROJECT					
ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Traffic control, mobilization and demobilization	1	LS	\$ 5400-	\$ 5400-
2.	Remove and Construct 8" AB	3,825	SF	\$ 6-	\$ 22950-
3.	Remove and Construct 7" ARHM asphalt	160	TON	\$ 121-	\$ 19360-
4.	Install striping per Caltrans Detail 9, Standard Plan A20A	1	LS	\$ 1350-	\$ 1350-
5.	Adjust water valve to grade	1	EA	\$ 585-	\$ 585-

TOTAL QUOTATION (Items 1 through 5)

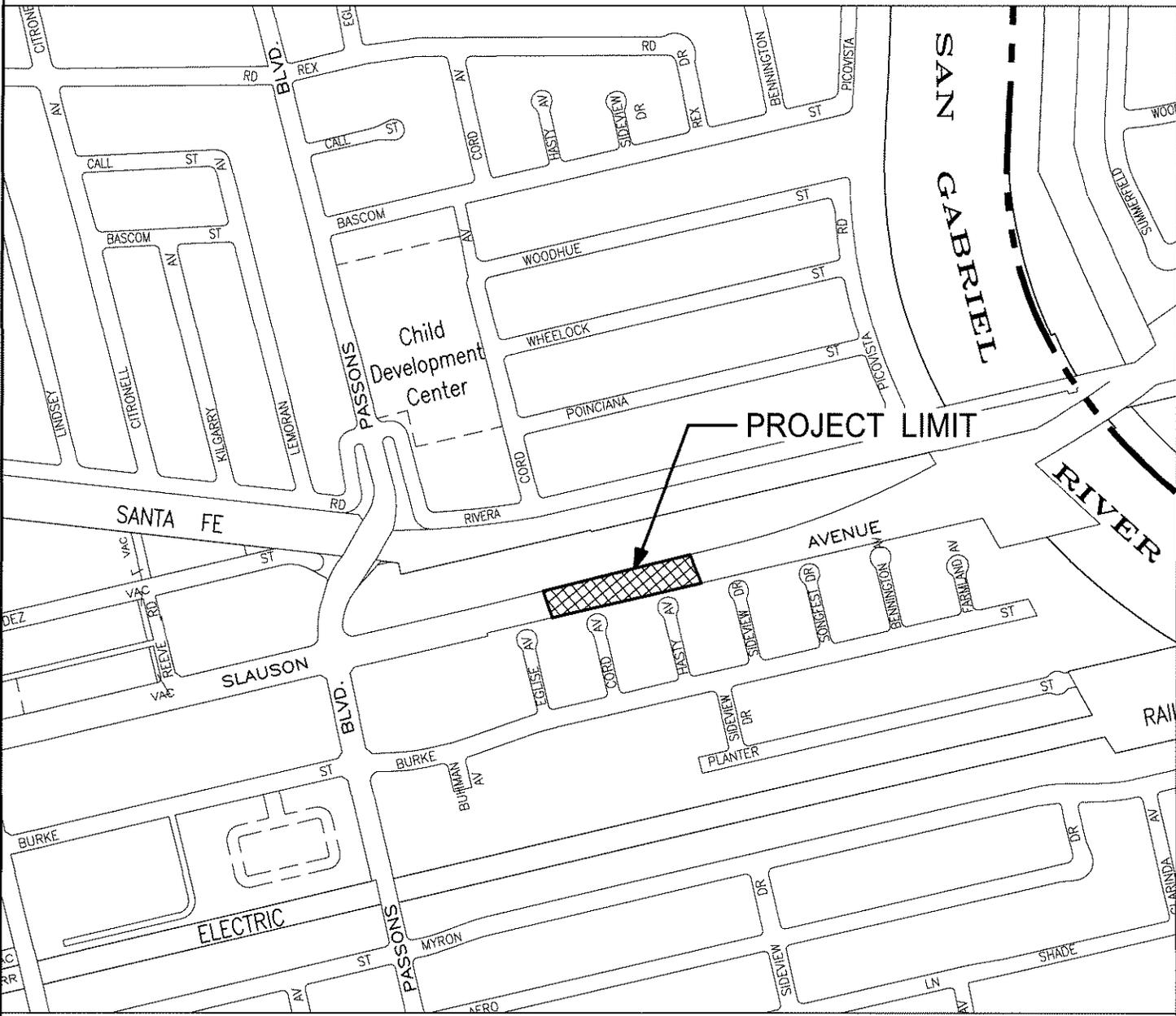
\$ 49645 - /

figures

forty nine thousand six hundred forty five and 00/100 -
 in words

Please submit Quotation to the attention of City Clerk at 6615 Passons Boulevard, Pico Rivera, CA 90660.

Quotations are due on June 27, 2013, at 2:00 PM.



LOCATION MAP
NTS

LEGEND:

----- CITY BOUNDARY



NOT TO SCALE



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

CIP 21269 - SLAUSON AVENUE PAVEMENT REPAIRS

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 06-27-13



To: Mayor and City Council

From: City Manager

Meeting Date: July 9, 2013

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES – TRAFFIC SAFETY

Recommendation: Receive and file.

Fiscal Impact: \$550 (General Fund, Public Works Operating Budget)

Discussion:

On May 24, 2011, the City Council approved a Resolution giving the City Manager the authority to approve the installation of traffic control devices based upon the results of traffic studies. Pursuant to the Resolution, staff is required to notify the City Council of changes to traffic control devices when they are made.

In the recent past, the Public Works Department received requests to consider new traffic control devices to resolve traffic issues at various locations in the City. Technical Staff has completed the evaluations and necessary traffic studies. The findings were that additional traffic control devices were warranted. Following the approval of the City Manager and Director of Public Works/City Engineer, the traffic control devices were installed. The following is a summary of the changes made.

Passons Boulevard, Parking Restriction Study

Staff received a request to evaluate the possibility of restricting parking on the east side of Passons Boulevard, north of Burke Street. The California Traffic Manual on Uniform Traffic Control Devices (CAMUTCD) requires a minimum width of 18 feet for on-street parking to be permitted on a through lane adjacent to the curb. The through lane on Passons Boulevard has a width of 15 feet, and when vehicles are parked on the east side of the street, the through lane narrows to 7 feet creating an unsafe condition for northbound traffic.

To improve traffic circulation for northbound traffic, staff installed 122 feet of red curb on the east side of Passons Boulevard, north of Burke Street. Six on-street parking spaces were eliminated.

COUNCIL AGENDA REPORT – MTG. OF 7-9-13
INSTALLATION OF TRAFFIC CONTROL DEVICES – TRAFFIC SAFETY
Page 2 of 2

The total cost for the installation of striping and signage for both of the items above was \$550. This included engineering (\$300), labor (\$150) and materials (\$100).



Ronald Bates

RRB:AC:RG:JL:lg

Enc.

- 1) Attachment "A" - Traffic Analysis - Passons Boulevard Parking Study
- 2) Attachment "B" – Location Map

CITY OF PICO RIVERA
MEMORANDUM

Date: June 24, 2013

To: City Manager

From: Director of Public Works/City Engineer

Subject: PASSONS BOULEVARD PARKING RESTRICTIONS

Staff received a request from a concern resident requesting staff to perform a traffic analysis on the permitted on-street parking on the east side of Passons Boulevard north of Burke Street. The study was to analysis the width of the travel lane closest to the curb for northbound traffic on Passons Boulevard, north of Burke Street. Figure 1 presents a vicinity map of the area.

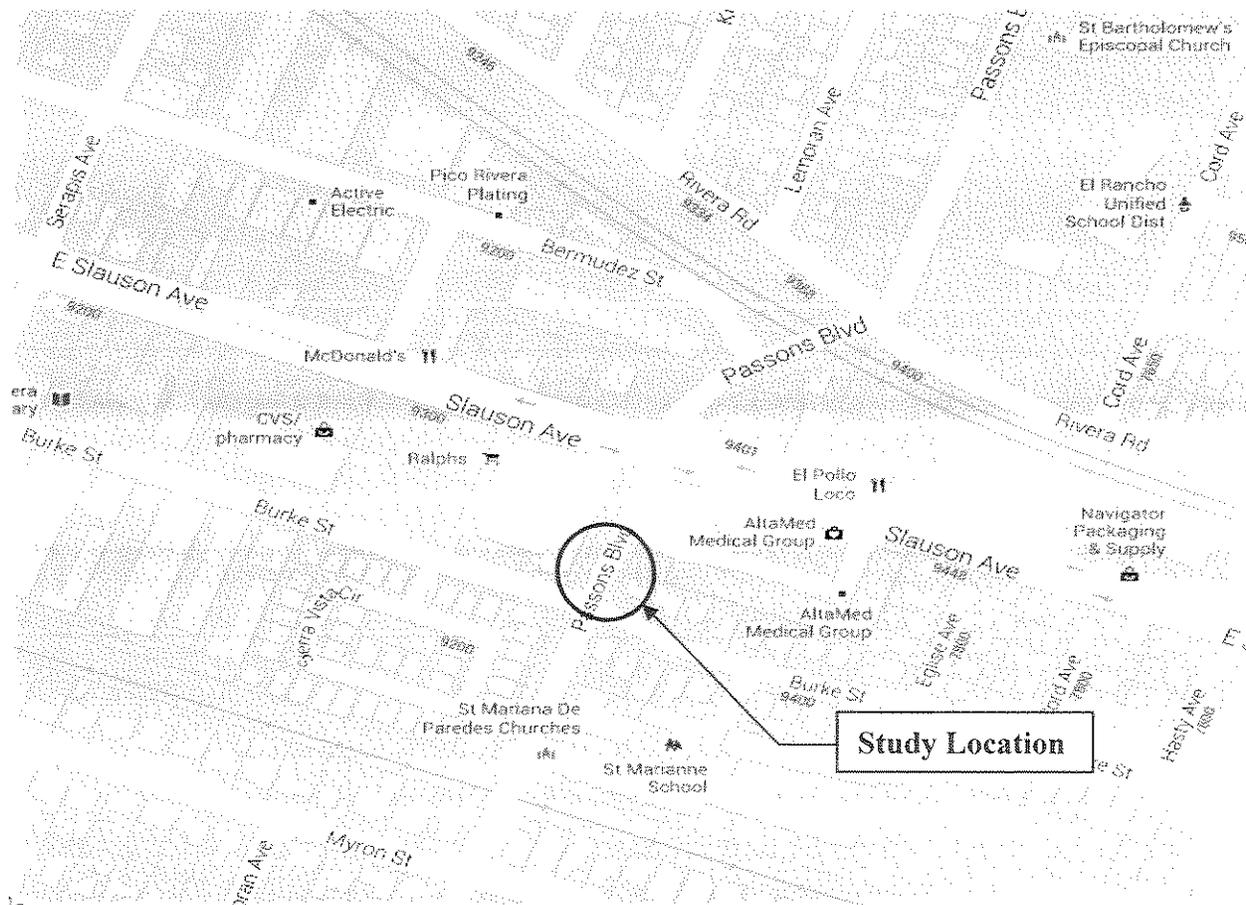


Figure 1: Vicinity Map

Background

Passons Boulevard is a collector street with on-street parking permitted on certain segments of the street with a prima fascia speed limit of 25 MPH. The segment of Passons Boulevard from Burke Street to Slauson Avenue is a part of a truck route. Passons Boulevard is striped with two through lanes per direction with red curb on the west side and on the east side just north of the main driveway. This segment of Passons Boulevard carries a daily traffic volume of 10,408 vehicle. Figure 2 presents an aerial photograph of the subject area.

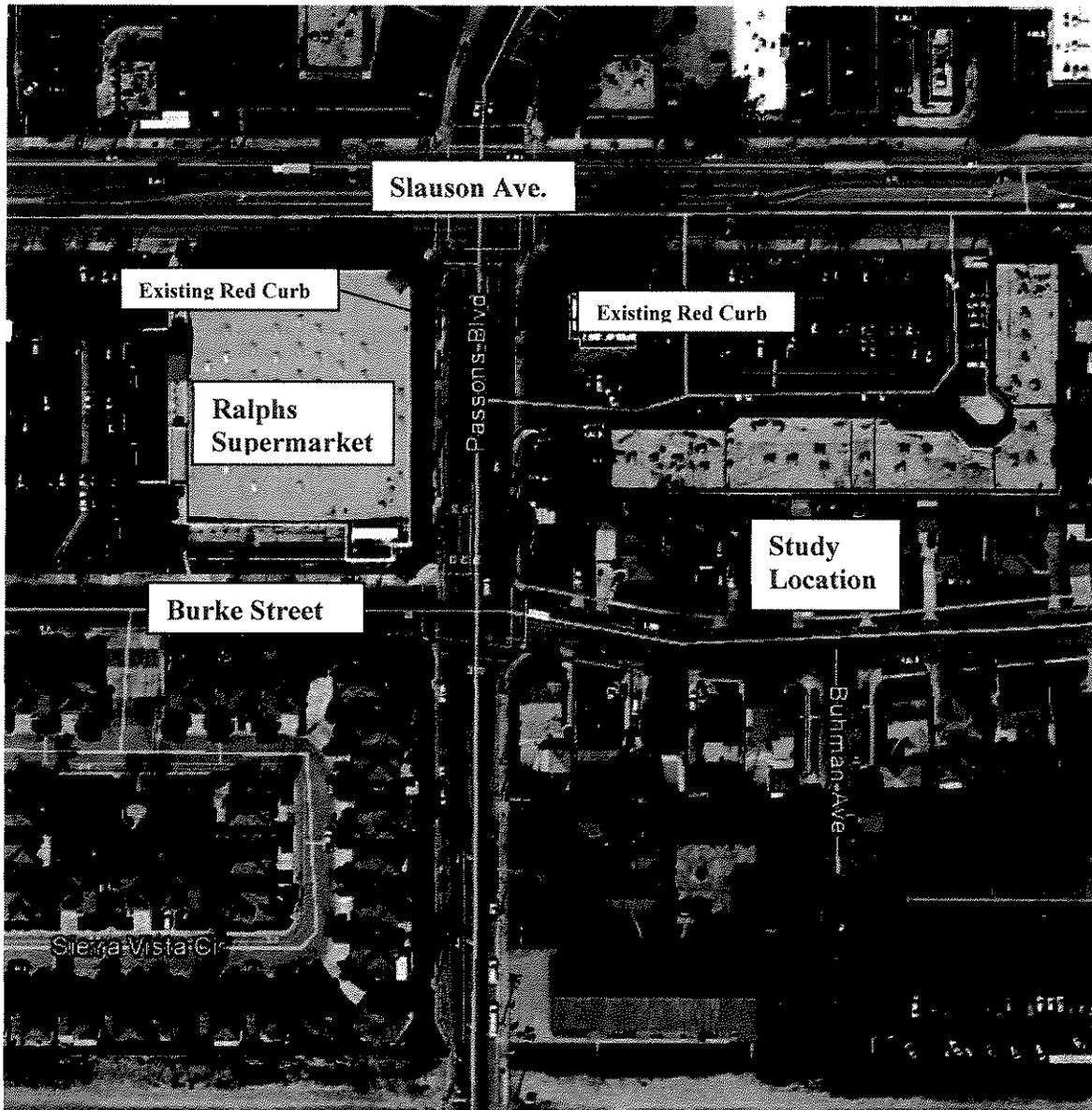


Figure 2: Aerial Photograph

Investigation

Field observations were made at different days and times at the intersection of Passons Boulevard and Burke Street. Staff noticed that vehicles traveling northbound on the number 2 lane need to merge onto the number one lane when vehicles were parked on the east side of Passons Boulevard, north of Burke Street to avoid colliding with parked vehicles. The California Traffic Manual on Uniform Traffic Control Devices (CAMUTCD) requires a shared and parking lane to have a minimum width of 18 feet. The number 2 lane on Passons Boulevard has a width of 15 feet and when vehicles are parked on the east side of the street the travel lane narrows to 7 feet creating an unsafe condition for northbound traffic.

Traffic collision history was obtained from the Sheriff's Department. Based on the Sheriff's traffic collision report, a total of four (4) accidents were reported over the past three (3) years. (1-head on, 1 sideswipe, and 2 broadside).

Recommendation

When vehicles are permitted to park on the east side of Passons Boulevard north of Burke Street, the width of the number one lane narrows to 7 feet for northbound traffic. In order to improve safety and traffic circulation, it is recommended that 122 linear feet of red curb be installed at said location. The installation of the red curb will eliminate 6 on-street parking spaces.



Arturo Cervantes, P.E.
Director of Public Works/City Engineer

AC:JL:lg

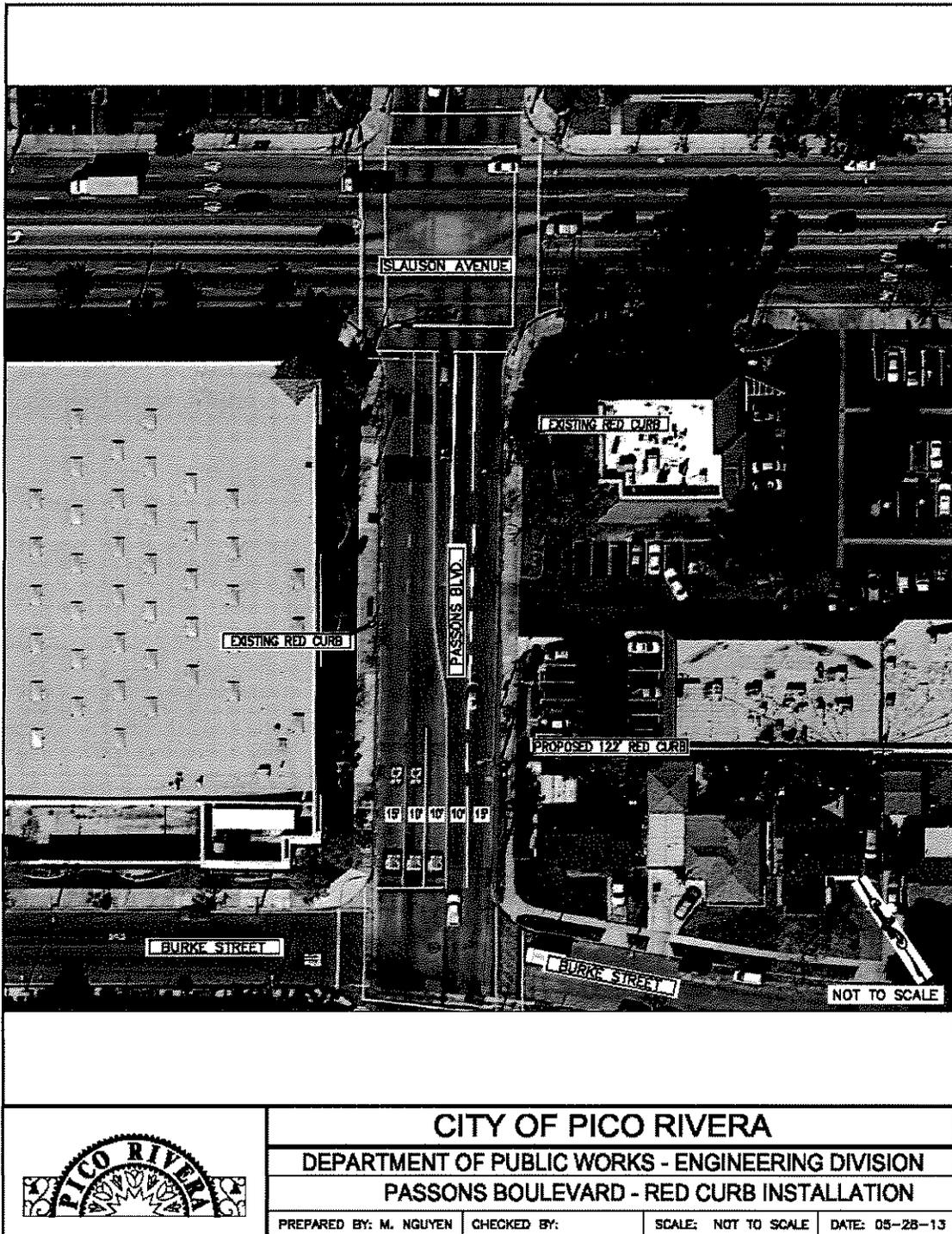
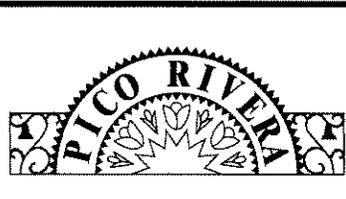
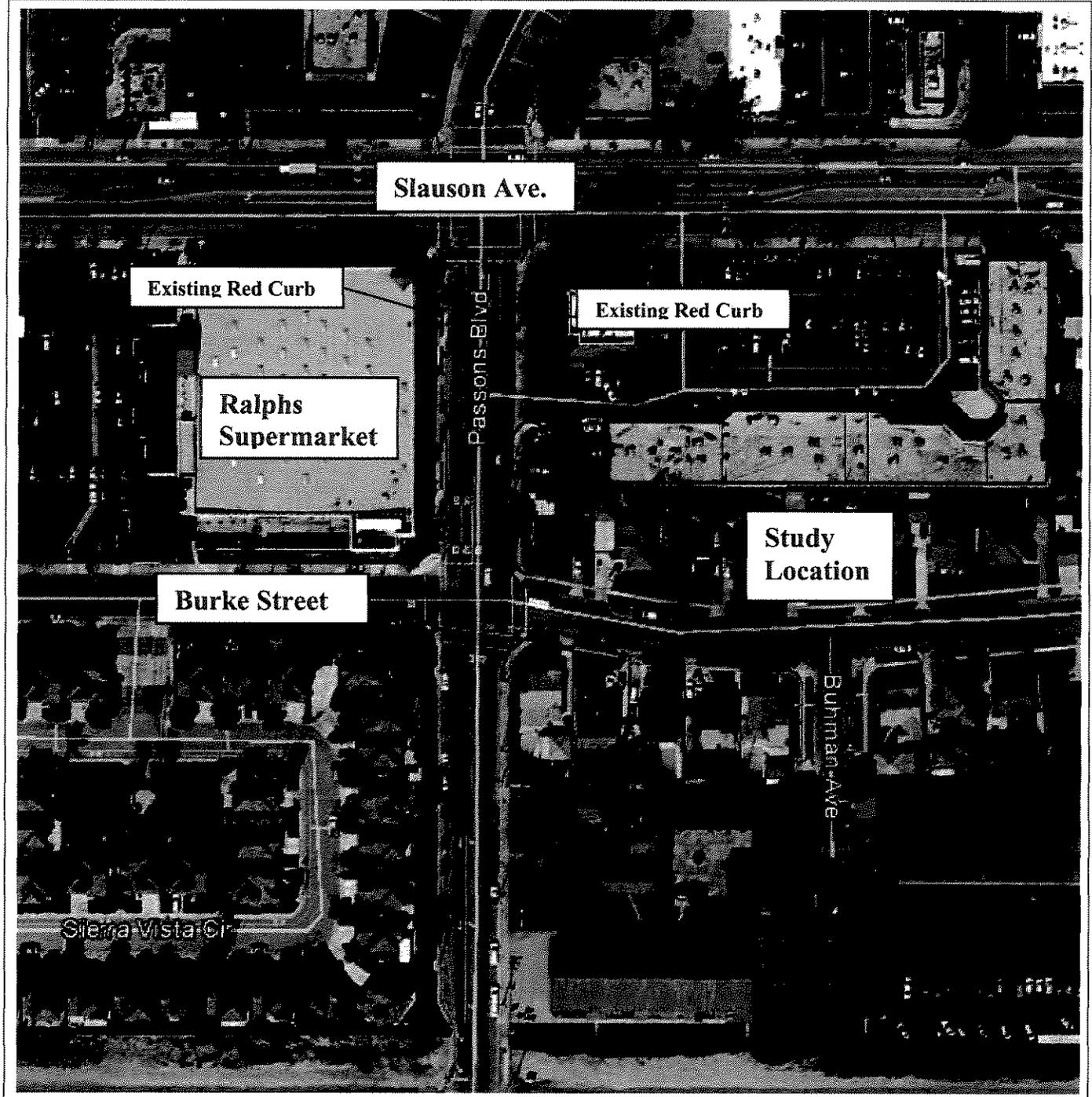


Figure 3: Proposed Plan



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PASSONS BLVD. - INSTALLATION OF RED CURB - LOCATION MAP

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 05-28-13



To: Mayor and City Council
From: City Manager
Meeting Date: July 9, 2013
Subject: WEEKEND GRAFFITI REMOVAL SERVICES –
AMENDMENT NO. 2 TO AGREEMENT 09-1095

Recommendation:

- 1) Approve Amendment No. 2 to Agreement No. 09-1095 with Nationwide Environmental Services for weekend graffiti removal services for an amount not to exceed \$194,256 and authorize the Mayor to execute the agreement in a form approved by the City Attorney; and
- 2) Select Alternative "A", or Alternative "B" or Alternative "C," (see Page 2), to fully fund Amendment No 2.

Fiscal Impact: \$97, 128 (General Funds, \$32,376 Annually)
 \$97,128 (To be Determined, \$32,376 Annually)
 \$194,256 (\$64,752 Annually)

Discussion:

The City operates an aggressive graffiti abatement program with a policy of removing graffiti within 24-hours after it is reported, at the lowest cost possible. This is accomplished through the use of City forces (weekdays) and contracted services (weekends).

On July 1, 2009, the City entered into a 4-year agreement with Nationwide Environmental Services (Nationwide) to provide weekend graffiti removal services. Funded via the now depleted ARRA JAG Stimulus Grant, Nationwide provided four (4) hours of service each weekend day. Hours of service were increased to (8) hours per day in April 2013 with grant funds remaining in the JAG Grant.

On June 25, 2013 staff presented to the City Council an amended agreement that included four (4) hours of removal services each weekend day for a period of one year, with two additional renewal years. After expressing concerns that reducing the hours would reduce the effectiveness of the program, the City Council directed that additional funds be identified to expand the hours of service to eight (8) per weekend day service. City Council also requested that the contract be extended by three years.

The fee proposal for the expanded contract is \$64,752 per year, and only \$32,376 in General Funds is budgeted. An appropriation of \$32,376 per year is necessary. There are only two known funding sources for graffiti abatement services; General Funds and CDBG Funds.

COUNCIL AGENDA REPORT – MTG. OF 07/09/13
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 AGREEMENT 09-1095
 Page 2 of 2

The City Council is requested to select from the following alternatives to fund the expanded contract:

- **Alternative “A”, Reduction in Public Works Services** – Reappropriate General Funds from budgeted Public Works services, and the options are as follows:
 - 1) Option Reduce Tree Maintenance Services in the amount of \$32,376, or
 - 2) Reduce Street Maintenance under General Construction by \$32,376, or
 - 3) Reduce Tree Maintenance Services by \$10,000, Small Tool and Equipment Purchase by \$14,000 (i.e. eliminate purchase of concrete Ring Saw and chainsaws) and Median Island Maintenance by \$8,000 (i.e. eliminate trimmers and blowers), or
 - 4) Reduce services from all the programs listed above in the total amount of \$32,376.

- **Alternative “B”, Reduction in Social Services Programs** – Reappropriate \$32,376 in CDBG funds from the existing Social Service Programs as follows:

Social Services Programs	Budget	Changes	Balance
Graffiti Removal Program (City Program)	\$20,449	\$32,376	\$52,825
Community Legal Services (Legal Aid Services)	\$1,782	-\$1,782	\$0
Retired Senior & Volunteer Program (YMCA of Greater Whittier)	\$0	\$0	\$0
The Whole Child Transitional Housing Services	\$24,944	-\$10,000	\$14,944
Salvation Army Transitional Living Center	\$2,969	-\$2,969	\$0
Southeast Area Social Service Funding Authority	\$34,335	-\$11,154	\$23,181
Southern California Rehabilitation Center	\$3,563	-\$1,563	\$2,000
Women’s & Children’s Crisis Center	\$8,908	-\$4,908	\$4,000
Total	\$96,950	\$0	\$96,950

- **Alternative “C”, General Funds Reserves** – Appropriate \$32,376 from the General Fund Reserves, thereby increasing the budget deficit.



Ronald Bates

RRB:AC:SG:lg

Enc.

- 1) Amendment No. 2 to Agreement 09-1095

**AMENDMENT NO. 2
TO AGREEMENT NO. 09-1095
WITH NATIONWIDE ENVIRONMENTAL SERVICES**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 09-1095 FOR SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES, effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and NATIONWIDE ENVIRONMENTAL SERVICES, ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Services, Agreement No. 09-1095 ("Agreement") relating to services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 28 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

The Scope of Services to be performed by CONSULTANT, as set forth in Section 1.a in the Agreement, shall be modified as follows:

Services shall be provided two (2) days a week, eight (8) hours a day on Saturdays and either Sundays or on Fridays the City is closed for business when City abatement crew is not scheduled to work.

2. TIME FOR COMPLETION OF WORK AND SERVICES.

Consultant shall undertake work and services beginning July 1, 2013.

3. TERM OF AGREEMENT.

This Amendment No. 2 is effective July 1, 2013 and shall remain in effect for a period of three (3) years unless earlier terminated pursuant to Section 18. The term of the Agreement beyond the three years pursuant to this Agreement may be extended only upon approval by the City Council.

4. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the work and services identified in this Amendment No. 2 shall be as follows:

Total compensation for an annual amount not to exceed \$64,752 (Sixty-four thousand, seven hundred and fifty-two dollars and no cents).

5. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect, including those terms and provisions set forth in Exhibit "A" Scope of Services and Exhibit "B" CPI Adjustment attached to the Agreement which remain in full force and effect."

6. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No.2

[End of Amendment No. 2. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
NATIONWIDE ENVIRONMENTAL SERVICES

Gustavo V. Camacho, Mayor

[Handwritten Signature]
Title: Vice President

Dated: _____

Dated: 7/3/2013

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Dated: _____

Dated: _____