



Tuesday, October 8, 2013
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6739
Next Ordinance No. 1080
Next Agreement No. 13-1416

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:

Robert Martinez, Planning Commission
Carlos Cruz, 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:

- Business Friendly Presentation
- PATH and Whittier First Day presentation to city Council on an Overview of the Implementation of the Homeless Initiative

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. **Public Hearing – Ordinance for Foreclosure Registration Program; Registration/Re-Registration Fees and Amendment of City Fee Schedule; and Agreement with Nationwide Cost Recovery Services.** (700)
 - a. Open Public Hearing
 - b. Memo from City Manager
 - c. Written Communications
 - d. Oral Communications
 - e. Close Hearing
 - f. **Recommendation:**
 1. Introduce the attached ordinance, adding Chapter 8.65 to Title 8 of the Pico Rivera Municipal Code establishing a Registration, Maintenance and Security of Properties in Foreclosure Ordinance; and
 2. Adopt the resolution establishing fee for registering and re-registering real properties under the proposed Registration, Maintenance and Security of Properties in Foreclosure Ordinance and amending the current City of Pico Rivera Fee Schedule to include the registration and re-registration fee; and
 3. Approving the professional services agreement by and between the City of Pico Rivera and Nationwide Cost Recovery Services for the administration and implementation of the proposed Registration, Maintenance and Security of Properties in Foreclosure Ordinance in substantially the same form as attached and authorize the City Manager to execute the agreement, amendments, and ancillary documents reasonably necessary to effectuate the intent of the City Council.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADDING CHAPTER 8.65 TO TITLE 8 OF THE PICO RIVERA MUNICIPAL CODE ESTABLISHING THE REGISTRATION, MAINTENANCE AND SECURITY OF PROPERTIES IN FORECLOSURE ORDINANCE

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING THE REGISTRATION AND RE-REGISTRATION FEE FOR THE REGISTRATION, MAINTENANCE AND SECURITY OF PROPERTIES IN FORECLOSURE ORDINANCE; AMENDING THE CITY OF PICO RIVERA FEE SCHEDULE TO ADD THE FEE

2. Public Hearing – General Plan Amendment No. 50 Adoption of the 2014-2021 Housing Element and Mitigated Negative Declaration. (1600)

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

- 1. Adopt resolution approving General Plan Amendment No. 50 for the 2014-2021 Housing Element and Mitigated Negative Declaration.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 50, ADOPTION OF THE 2014-2021 HOUSING ELEMENT AND MITIGATED NEGATIVE DECLARATION

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.

3. **Minutes:**

- City Council meeting of September 24, 2013

Recommendation: Approve

4. **6th Warrant Register of the 2013-2014 Fiscal Year.** (700)

Check Numbers: 258824-259052

Special Checks Numbers: None

Recommendation: Approve

5. **Strategic Growth Council Urban Greening Master Plan Grant Application.** (700)

Recommendation:

1. Adopt a resolution authorizing the submittal of an application for the Urban Greening Grant Program.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE URBAN GREENING PLANNING GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

6. **Treasurer's Report - June 30, 2013.** (700)

Recommendation:

1. Receive and file Quarterly Treasurer's Report for the quarter ending June 30, 2013.

7. **Installation of Traffic Control Devices – Traffic Safety.** (1400)

Recommendation:

1. Receive and file.

8. **Computerized Maintenance Management System – CIP 21254 - Award Contract to Cititech Systems.** (500)

Recommendation:

1. Award a contract to Cititech Systems for a Computerized Maintenance Management System (CMMS) for Fiscal Year 2013/14 in the amount of \$112,100 and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
2. Transfer \$20,000 in budgeted General Funds from CIP No. 21192, and \$27,080 in budgeted Water Authority Funds from CIP No. 21175, to CIP No. 21254.

Agreement No. _____

9. **Smith Park and Rio Vista Renovation Projects – Amendment No. 7 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. – Construction Management Services.** (500)

Recommendation:

1. Approve Amendment No. 7 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. (URS) for additional construction management services for a not-to-exceed amount of \$76,160, and authorize the Mayor to execute Amendment No. 7 in a form approved by the City Attorney.

Agreement No. 10-1180-7

10. **Telegraph Road Landscape Median Improvements Project, CIP No. 21232 – Amendment No. 3 to Professional Services Agreement No. 11-1221 with GHD, Inc.** (500)

Recommendation:

1. Approve Amendment No. 3 to Professional Services Agreement No. 11-1221 with GHD, Inc., formerly known as Winzler & Kelly, for additional design services for an amount not to exceed \$29,549 in accordance with proposal to the City dated December 18, 2012, and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 11-1221-3

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

11. **Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240 – Selection of Final Design Concept and Amendment No. 1 to Agreement No. 13-1404.** (500)

Recommendation:

1. After receiving a presentation, direct staff to advance to final design and construction either Design Concept "A" or Design Concept "B"; and
2. Approve Amendment No. 1 to Professional Services Agreement No. 13-1404 with TTG Engineers (TTG) for a not-to-exceed amount of \$48,510 for engineering design services for the Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240, and authorize the

Mayor to execute Amendment No. 1 in a form approved by the City Attorney.

Agreement No. 13-1404-1

12. Joint Use Facility Agreement with El Rancho Unified School District. (500)
Recommendation:

1. Approve Joint Use Agreement with El Rancho Unified School District for shared use of facilities for community recreation programs and activities and authorize the Mayor to execute the agreement.

Agreement No. _____

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.

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)
City of Pico Rivera v. Water Replenishment District of Southern California (and related cases)
Case No. BS139228

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)
Jeff Tracy, Inc. dba Land Forms Construction v. City of Pico Rivera
Case No. VC063151

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Deputy 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 4th day of October 2013.

Dated this 4th, day of October 2013

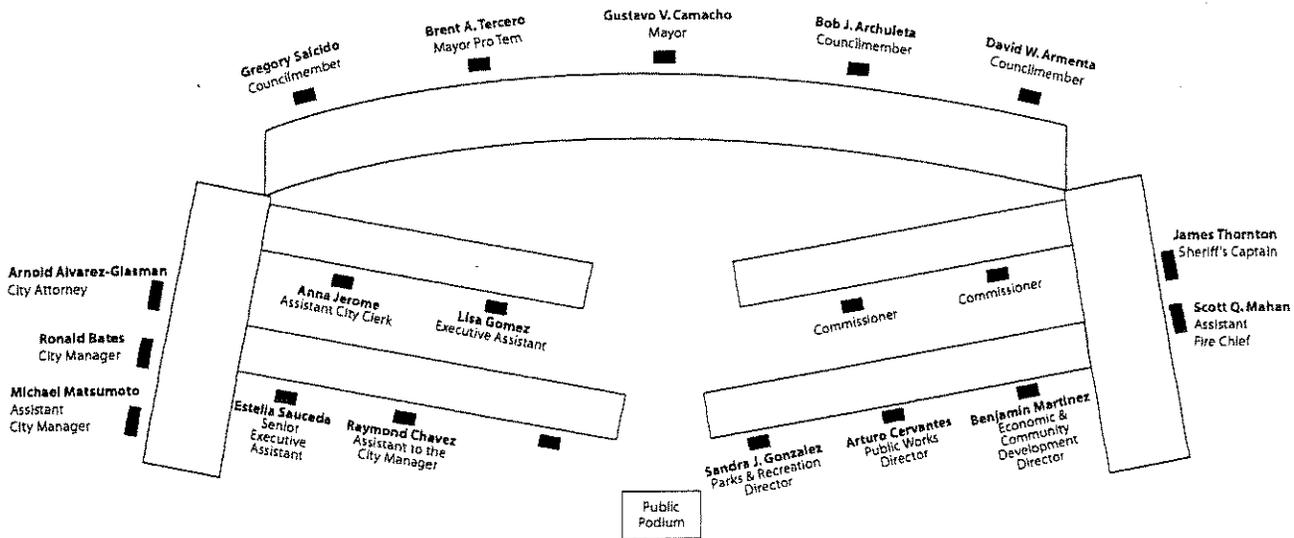


Anna M. Jerome, CMC
Deputy City Clerk

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: October 8, 2013

Subject: PUBLIC HEARING - ORDINANCE FOR FORECLOSURE REGISTRATION PROGRAM; REGISTRATION/RE-REGISTRATION FEES AND AMENDMENT OF CITY FEE SCHEDULE; AND AGREEMENT WITH NATIONWIDE COST RECOVERY SERVICES

Recommendation:

1. Introduce the attached ordinance, adding Chapter 8.65 to Title 8 of the Pico Rivera Municipal Code establishing a Registration, Maintenance and Security of Properties in the Foreclosure Ordinance;
2. Adopt the resolution establishing fee for registering and re-registering real properties under the proposed Registration, Maintenance and Security of Properties in Foreclosure Ordinance and amending the current City of Pico Rivera Fee Schedule to include the registration and re-registration fee; and
3. Approving the professional services agreement by and between the City of Pico Rivera and Nationwide Cost Recovery Services for the administration and implementation of the proposed Registration, Maintenance and Security of Properties in Foreclosure Ordinance in substantially the same form as attached and authorize the City Manager to execute the agreement, amendments, and ancillary documents reasonably necessary to effectuate the intent of the City Council.

Fiscal Impact:

There will be no fiscal impact to the City and no General Funds will be used.

Background:

The City of Pico Rivera is considering the adoption of an ordinance, the “Registration, Maintenance and Security of Properties in Foreclosure Ordinance,” requiring the beneficiaries and/or trustees of foreclosed and abandoned real properties in the City to register their properties with the City. Establishing the registration program for properties in foreclosure will assist City staff in comprising and maintaining a database to contact the responsible parties to enforce maintenance and safety provisions of the Pico Rivera Municipal Code. Presently, there are at least 221 properties in foreclosure in the City of Pico Rivera; however, it is unknown as to how many of these properties are vacated and/or in violation of municipal code requirements for maintenance and upkeep.

Since the economic downfall of 2008, many communities within the State and County have witnessed an increasing number of properties abandoned when foreclosed upon by financial institutions. Sometimes these properties become neglected, unkempt, and blighted eyesores to the community. In reaction to this trend, some cities and counties have enacted municipal ordinances requiring the beneficiaries of these abandoned properties to register with the local code enforcement division.

The ordinance includes a cost recovery component wherein a registration fee and annual re-registration fee is to be paid to cover the registration effort. The fee would be used to offset City staff time for tasks including researching beneficiaries, trustees and/or other agents’ beneficiaries, maintaining the database, documenting existing conditions, conducting regular windshield survey of condition, mailing and notification, collection of fees and initiating the fines process.

The Proposed Fee

Under the new foreclosure registration program, the City intends to contract with a real property consultant specializing in the implementation of foreclosure registration ordinances. The foreclosed property registration consultant shall identify foreclosed properties within the City; conduct all initial research, and follow-up communications. The foreclosure registration consultant will charge the City (based on the narrative below) a reasonable fee for said services, which will be recovered through the proposed fee along with the estimated costs incurred by the City.

Below is a summary of the total cost that will be incurred for each property for a year’s cycle:

COUNCIL AGENDA MEMO – MTG. OF OCT. 8, 2013
 FORECLOSURE REGISTRATION PROGRAM
 Page 3 of 5

Action	Cost Description	Total Cost
<ul style="list-style-type: none"> • Monitor and identify new properties in foreclosure • Research/identify Beneficiaries, Trustee/Agents • Set-up property reports • Initial property curb side inspection • On-going administration • Prepare and oversight of Communication, telephone, email, general assistance • Coordination with City Staff • Mailing (certified/regular) • Assist City staff with cost and penalty recovery 	NCRS* - 5 Hrs	\$235
Initial Windshield Survey/Reporting	Staff: NIO*** – Time: 2 Hr	\$92.00
Inspections and Reports (Average 2 inspection per year @ 1 Hr each)	Staff: NIO*** Each inspection: \$46.00	\$92.00
General Oversight	Staff: Super** - Time: 1 Hr	\$51.00

Total Cost Per Property and Per Year \$470.00

Employee’s hourly rate (inclusive of all benefits and overhead):

- * Nationwide Cost Recovery Services (City Consultant)
- **Super: Building Inspector - \$51.00/Hour
- ***NIO: Neighborhood Improvement Officer - \$46.00/Hour

By comparison, the fee associated with other local municipalities with similar programs range from Three Hundred Seventy-Five dollars (\$375) to Five Hundred Seventy-Seven dollars (\$575). In average these cities charge about Four Hundred Seventy-Seven dollars and Seventy-Five cents (\$477.75) per registered property.

City	Year Program Adopted	Fee Imposed
El Monte, CA	2010	\$414
South El Monte, CA	2012	\$575
West Covina, CA	2012	\$375
Eastvale, CA	2013	\$547

In order to establish the fee for the ordinance the Pico Rivera Fee Schedule should be updated to set the fee for the registration and re-registration of foreclosed real properties. The fee should be set at Four Hundred Seventy Dollars (\$470) as discussed above and should go into effect at the time the ordinance is approved by the City Council.

Program Administration

Administration of the registration program would require additional staff to research foreclosure data, beneficiaries, trustees, or any other agents who cause a Notice of Default to be recorded, conduct inspections, and draft, send out, and monitor correspondence sent to responsible parties under the proposed Foreclosed Property Registration Ordinance. Therefore, to meet the additional staffing demands of the foreclosure registration ordinance, it is recommended that the City hire a qualified and experienced foreclosure registration program specialist to assist the City with the implementation of the foreclosure registration program. Staff has identified Nationwide Cost Recovery Services as the leading provider in such service.

To administer the program, staff recommends that the City Council direct staff to enter into an Agreement with Nationwide Cost Recovery Services for a three (3) year period including a negotiated cost for services based on the fees collected and services rendered to administer and enforce the provisions of Pico Rivera foreclosure registration program. The City retains the right to terminate the agreement with 30 days written notice. The agreement provides for a payment to Nationwide Cost Recovery Services of 50% of all registration fees, re-registration fees and any penalties collected under this program, provided that when the total amount of fees collected is equal to \$120,000 then that percentage shall be adjusted to 40% payable to Nationwide Cost Recovery Services and 60% retained by the City.

Contract for Professional Services

Pico Rivera Municipal Code Section 3.20.105 permits the City to award contracts for professional services provided that the award is based on the demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the service required. The exception applies when the City is contracting for the skill, integrity, judgment and/or special technical ability of the professional. Here, the agreement is based on Nationwide Cost Recovery Service's skill, integrity, judgment and special technical ability and experience in the area of administering and enforcing foreclosure registration programs.

Nationwide Cost Recovery Services is a leading expert in the area of municipal foreclosure registration programs having served as one of the pioneering companies to specialize in such registration programs in Southern California. They are uniquely qualified and are currently the only company in California with the experience and expertise in the administration and enforcement of such foreclosure registration programs. Nationwide Cost Recovery Services currently administers and enforces said programs for the cities of El Monte, Carson, South El Monte, West Covina, and Eastvale and Baldwin Park.

Conclusion:

Staff recommends that the City Council adopt the attached ordinance adding Chapter 8.65 to Title 8 of the Pico Rivera Municipal Code establishing a Registration, Maintenance and Security of Properties in Foreclosure Ordinance and approving the attached resolution to amend the current City of Pico Rivera Fee Schedule to include the registration and re-registration fee and approve the professional services agreement with Nationwide Cost Recovery Services for administration of the program.



Ronald Bates

- Attachments:
- 1.) Foreclosure Registration Program Ordinance
 - 2.) Resolution to establish fee for Foreclosure Registration Program and amend current City Fee Schedule
 - 3.) Draft Professional Services Agreement with Nationwide Cost Recovery Services for the administration of program

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADDING CHAPTER 8.65 TO TITLE 8 OF THE PICO RIVERA MUNICIPAL CODE ESTABLISHING THE REGISTRATION, MAINTENANCE AND SECURITY OF PROPERTIES IN FORECLOSURE ORDINANCE

WHEREAS, the prolonged economic downturn, aggravated by high rates of unemployment in all areas of Los Angeles County continues to keep the number of foreclosed properties, or properties with mortgages in default (“distressed properties”) high as unemployed homeowners struggle to make monthly mortgage payments; and

WHEREAS, many of these properties subject to or threatened with the foreclosure process are vacated or abandoned prior to the conclusion of the foreclosure process and such vacant or abandoned properties may sit empty for months or years awaiting the final foreclosure sale; and

WHEREAS, the presence of real properties in foreclosure can lead to neighborhood decline by creating a public nuisance which could contribute to lower property values and could discourage potential buyers from purchasing a property adjacent to or in neighborhoods with properties in foreclosure; and

WHEREAS, many foreclosed real properties are the responsibility of out of area or out of State beneficiaries and trustees, and in many instances the beneficiaries and/or trustees fail to adequately maintain and secure these foreclosed properties; and

WHEREAS, establishing a registration program for properties in foreclosures will assist staff in comprising and maintaining a database to contact the responsible parties to enforce maintenance and safety provisions of the Municipal Code; and

WHEREAS, the City Council desires to preserve the health, safety, and welfare of residents and the community, and to the extent possible, protect neighborhoods from declining property values, aesthetic decay, and/or loss of character.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. That Title 8 (Health and Safety) of the Pico Rivera Municipal Code is hereby amended by the addition of Chapter 8.65, as follows:

CHAPTER 8.65. REGISTRATION, MAINTENANCE AND SECURITY OF PROPERTIES IN FORECLOSURE ORDINANCE**8.65.010. Title.**

This article shall be known and designated as the “Registration, Maintenance and Security of Properties in Foreclosure Ordinance.”

8.65.020. Purpose of Article.

The purpose of this article is to establish a property registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of properties due to Foreclosure.

8.65.030. Definitions.

The following definitions shall govern all terms of this article and shall supersede any term otherwise defined in this Code:

- (a) *“Abandoned”* means any property that is vacant and is under a current notice of default and/or notice of trustee's sale, and/or any property which has been the subject of a foreclosure sale trustee sale or judicially authorized sale where the title was retained by the beneficiary under its deed of trust upon the conclusion of the foreclosure and any property transferred by the trustor under a deed in lieu of foreclosure and/or sale to either the beneficiary, the trustee or to any authorized entity as approved by the beneficiary.
- (b) *“Agent”* means and refers to a trustee and any other person authorized to act on behalf of a beneficiary with respect to a mortgage loan account, or real property which is pledged to the beneficiary as security to a mortgage loan, and for the purposes of this Chapter, the term “agent” includes any person authorized to act on behalf of a beneficiary who has completed a foreclosure of property from and after the time such beneficiary has acquired title to the property which was formerly secured by a deed of trust in favor of such beneficiary when the agent is undertaking any work or responsibility for the former beneficiary with respect to the ownership, maintenance, use or other disposition of such property, including any affiliate of such a beneficiary which acquire title to such property either, at the time of foreclosure (or recordation of a deed in lieu of foreclosure and/or sale).
- (c) *“Beneficiary”* means a lender under a promissory note to pay money secured by a deed of trust on property. The word "beneficiary" as used in this Chapter means and includes any assignee or successor to such beneficiary, whether such assignee or successor acquires its interest in the beneficiary's promissory note either before a notice of default is recorded on the property securing the obligation payable to the beneficiary or after a notice of default is recorded. In the event that a property may provide security for the loan or obligation of more than one beneficiary, the beneficiary who causes its notice of default to be recorded shall be responsible for registering the property as set forth in this Chapter 8.65.
- (d) *“City”* means the City of Pico Rivera.
- (e) *“Deed in Lieu of Foreclosure and/or Sale”* means an instrument that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

- (f) *“Deed of Trust”* means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to all deeds of trust regardless of priority.
- (g) *“Default”* means the failure to fulfill a contractual obligation, monetary or non-monetary.
- (h) *“Distressed”* means a property that is under a current notice of default and/or notice of trustee's sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.
- (i) *“Foreclosure”* means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the Trustor (borrower) Defaults.
- (j) *“Local”* means within 50-road/driving miles distance of the subject property.
- (k) *“Notice of Default”* or *“Notice of Trustee’s Sale”* means a recorded notice that a Default has occurred under a Deed of Trust and that the Beneficiary intends to proceed with a Trustee’s sale or other similar remedies authorized by law.
- (l) *“Out of Area”* means in excess of 50-road/driving miles distance of the subject property.
- (m) *“Property in Foreclosure”* or *“Property”* means any Property upon which a Notice of Default has been issued by a lender, mortgagee, or Beneficiary of any Deed of Trust, or real property that has been the subject of a foreclosure sale where the title was transferred to the Beneficiary of a Deed of Trust involved in the Foreclosure and any properties transferred under a Deed in Lieu of Foreclosure and/or Sale. *“Property in Foreclosure”* or *“Property”* also means any unimproved or improved real property, or portion thereof, situated in the City of Pico Rivera and includes the buildings or structures located on the Property regardless of condition.
- (n) *“Trustee”* means the person, firm or corporation holding a Deed of Trust on a property.
- (o) *“Trustor”* means a borrower under a Deed of Trust, who deeds property to a Trustee as security for the payment of a debt.
- (p) *“Vacant”* means a building/structure that is not legally occupied.

8.65.040. Registration of Properties in Foreclosure.

- (a) Any Beneficiary or its agent, or Trustee, who holds, or has an interest in, a Deed of Trust on a Property in Foreclosure, located within the City, shall register the Property in Foreclosure with the Community and Economic

Development Department of the City. If the Beneficiary or Trustee issues a Notice of Default after the Effective Date of this Ordinance, they shall register such Property with the City within thirty (30) calendar days of the issuance of such Notice of Default. If the Beneficiary or Trustee issues a Notice of Default prior to the Effective Date of this Ordinance, and such Notice of Default has not been rescinded, the Beneficiary or Trustee shall register the Property in Foreclosure with the City within thirty (30) calendar days of the Effective Date of this Ordinance.

The registration requirement described in this section shall also apply to Property that has been the subject of a Foreclosure sale where the title was transferred to the Beneficiary of a Deed of Trust involved in the Foreclosure and any properties transferred under a Deed in Lieu of Foreclosure and/or Sale.

- (b) The registration requirements of this section shall be satisfied by providing the City the following information:
 - (1) The address and Assessor Parcel Number (APN) of the Property in Foreclosure;
 - (2) The name of the Beneficiary and/or Trustee (corporation or individual);
 - (3) The name(s) of all Beneficiaries and/or Trustees (corporations or individuals) who holds security interest at the time when the Notice of Default is recorded;
 - (4) The direct street and/or office mailing address of the Beneficiary and/or Trustee (P.O. boxes are insufficient);
 - (5) A direct contact name and phone number person(s) or agent(s) acting on behalf of the Beneficiary and/or Trustee;
 - (6) In the case of a corporation or Out of Area Beneficiary and/or Trustee, a direct contact staff member name and phone number with the Local property management company responsible for the security, maintenance and marketing of the Property; such staff member must be empowered to (i) comply with code enforcement orders issued by the City, (ii) provide a trespass authorization upon request of local law enforcement authorities if the Property is unlawfully occupied, (iii) conduct weekly inspections of the Property, and (iv) accept rental payments from tenants of the Property if no management company is otherwise employed for such person; and
 - (7) And other information as deemed necessary by the Community and Economic Development Department.
- (c) Any person, firm, or corporation that has registered a Property under this article must report any change of information contained in the registration with the Community and Economic Development Department within 10

calendar days of the change. If the Community and Economic Development Department determines that the Beneficiary and/or Trustee has failed to comply with the registry requirements of this section, the Community and Economic Development Department shall notify the Beneficiary and/or Trustee at the last known address as provided in 8.65.040 (b) of the failure to comply with this section. If the Beneficiary and/or Trustee fail to comply with this section within thirty (30) calendar days of the Community and Economic Development Department's notification, the Beneficiary and/or Trustee shall pay a penalty as prescribed in 8.65.120 subsequent to the Community and Economic Development Department's notification.

- (d) Properties subject to this article shall remain subject to the annual registration requirement and the security and maintenance standards of this article as long as they remain in foreclosure.

8.65.050. Registration Fee.

An annual Foreclosed Properties Registration Fee, as prescribed in Chapter 8.65.100, shall be paid to City at the time of registration. The beneficiary or its agent shall annually renew a registration of each property which the beneficiary has previously registered with the City under this Chapter 8.65, and in which such beneficiary retains either an equitable or legal interest as of the first anniversary of the registration of such property with the City. The beneficiary or its agent shall re-register the property on forms authorized by the City. Registration fees shall not be prorated.

8.65.060. Special Provisions where Property is Encumbered with the Security Interests of Multiple Beneficiaries.

- (a) In the event that a Property is encumbered by the security interests of more than one (1) Beneficiary at the time when a Notice of Default is recorded, the Beneficiary who causes a Notice of Default for its security interest to be recorded shall be responsible for registering the Property with the City as provided in 8.65.040.
- (b) Upon the recordation of a Notice of Default on a Property by any Beneficiary, regardless of the security lien interest priority of such Beneficiary in the Property in relation to the priority of the security interests of the other beneficiaries in the same property, the City, in its discretion may elect to enforce the provisions of this article against one or more beneficiaries who have not separately recorded a Notice of Default against the Property.

8.65.070. Maintenance and Security of Properties in Foreclosure.

- (a) Properties subject to or threatened with the foreclosure process which are abandoned or vacant shall be, in comparison to the neighborhood standard, maintained in the following manner: watering and mowing of lawn; trimming of trees, hedges, and shrubbery; kept free and cleared of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of

newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned; maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure; and repairing aesthetic features of the structure to be compatible to the surrounding structures. In general, the maintenance shall comply with the standards set forth in current HUD securing standards, or such other standard as may hereafter be ordered in writing by the Community Development Director, Building Official, or the City Manager. Adherence to the maintenance and monitoring standard set forth in this section does not relieve the beneficiary/trustee or property owner of any obligations set forth in any covenants, conditions and restrictions and/or homeowners' association rules and regulations which may apply to the property.

- (b) If the Property is owned by a corporation and/or Out of Area Beneficiary/Trustee/Owner, a Local property management company that holds a valid and current City Business License shall be contracted to perform weekly inspections to verify that the Property is in full compliance with the requirements of this article, and any other applicable laws. If the property management company determines the Property is not in compliance, it is the company's responsibility to bring the Property into compliance.
- (c) Properties subject to or threatened with the foreclosure process which are abandoned or vacant shall be secured in the following manner: the closing and locking of windows, doors (walkthrough, sliding, and garage), gates and any other opening that may allow access to the interior of the Property and/or structure(s). In the case of broken windows, "secured" means re-glazing or boarding-up the window.
- (d) If a pool and/or spa exists on the Property, it must be completely emptied of all water and kept dry, and must be inspected and drained periodically so not to accumulate rainwater.
- (e) The Property shall be posted with the name and twenty-four (24) hour contact phone number of the Local property management company. The posting shall be 8-½" x 11" or larger in size, shall be of a font that is legible from a distance of twenty (20) feet, and shall contain the following verbiage: "THIS PROPERTY IS MANAGED BY _____," and "TO REPORT PROBLEMS OR CONCERNS CALL (name and phone number)." The posting shall be placed on the interior side of a window facing the street to the front of the Property so it is visible from the street, or secured to the exterior of the building/structure facing the street on the front of the Property so it is visible from the street. If no such area exists, the posting shall be on a stake of sufficient size to support the posting, in a location that is visible from the street to the front of the Property, and to the extent possible, not readily accessible to potential vandalism. Exterior posting must be constructed of, and printed with weather resistant materials.

8.65.080. Declaration of Public Nuisance.

The duties/obligations specified in this article shall be joint and several among and between all Trustees and Beneficiaries and their respective agents. The provisions of this article as described herein shall apply to Properties subject to this Article. Should a Property be deemed a public nuisance, hazardous, or substandard by the City, the City may initiate the abatement procedures described in Title 8, Chapter 8.16, Article I against the Beneficiary and/or Trustee.

8.65.090. Notice by beneficiary to City of disposition of registered property.

- (a) Within ten (10) days following the release of a notice of default and the reinstatement of the loan of the trustor, the beneficiary or its agent shall give the City written notice of such release and reinstatement.
- (b) Within ten (10) days following the sale, transfer or other conveyance to a third person of a property registered with the City under this Chapter 8.65, the beneficiary or its agent, shall give the City written notice of such sale, transfer or other conveyance together with current contact information for such bona fide purchaser/successor-in-interest to the beneficiary in such property.

8.65.100. Fees.

- (a) A Foreclosed Properties Registration Fee and Re-Registration Fee will be required for properties subject to this article. The fees shall be applied towards reimbursing the City for reasonable City costs incurred and resources expended the administration of this article.
- (b) The Foreclosed Properties Registration Fee and Re-Registration Fee shall be set by Resolution as approved by the City Council.
- (c) Additional hourly inspection fees as set forth in the City's Fees Schedule may be levied on a Property for staff time to inspect and enforce the provisions of this Code when a complaint has been filed on a Property subject to this article.

8.65.110. Authority and Enforcement.

The Community and Economic Development Department shall manage the implementation, coordination, documentation, administration and enforcement of this article. Nothing contained herein shall be construed to limit the City's authority to contract or utilize third parties in the enforcement and implementation of this Chapter.

8.65.120. Penalties.

- (a) Violation of any provision of this article may be enforced by civil action, including an action for injunctive relief. In any civil enforcement action,

administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this article.

- (b) Pursuant to the provisions of Title 8, Chapter 8.16, Article II of this Code, any Beneficiary and/or Trustee of a Property on which a building is situated which is in violation of this shall be subject to an administrative penalty, in an amount not to exceed two hundred and fifty dollars (\$250.00) per building for the first violation.
- (c) Subsequent Violations. A second administrative penalty shall be imposed upon a beneficiary and/or trustee pursuant to this article if the building remains in violation of this article fifteen (15) calendar days following the imposition of the first administrative penalty in an amount not to exceed five hundred dollars (\$500.00). Additional penalties may be imposed for each succeeding fifteen-day period following the imposition of the preceding administrative penalty under this article. Additional penalties may be imposed for each violation so long as the violation continues. Subsequent penalties shall be in an amount not to exceed one thousand dollars (\$1,000.00) per 15-day period.
- (d) Multiple Offense Penalties. If a previous administrative penalty has been imposed pursuant to this chapter upon a Beneficiary or Trustee within six (6) months of the date of the imposition of the prior administrative penalty, and that previous administrative penalty related to a property in foreclosure other than the subject property to a subsequent administrative penalty, any such penalty imposed shall be imposed pursuant to Section 8.16.230 of this code, but in no case shall it be less than two thousand dollars (\$2,000.00), or more than ten thousand dollars (\$10,000.00), subject to the determination of the City.
- (e) Obligation to Correct Violation. Nothing in this article shall be interpreted to mean that because a responsible party has paid the administrative fine he, she, or it is excused from correcting the violation. If the responsible party fails to correct the violation(s), subsequent administrative citations may be issued for the same violation(s). The amount of the fine for failure to correct the violation shall increase at a rate specified in this article.
- (f) Discretion of Penalty. The issuance of an administrative citation under this article is solely at the discretion of the enforcement official and is one option the City may exercise to address violations of this code. The procedures established in this article shall supplement and be in addition to any criminal, civil or other remedy established by law or under the provisions of this code to address violations of this Code or violations of any other Pico Rivera ordinance. Issuance of an administrative citation shall be cumulative to, and shall not limit or be deemed a waiver of, the use of any other remedy.

8.65.130. Prohibition Against Passing on Costs, Fees and Fines to a Trustor, Subsequent Purchaser or Transferee.

It shall be unlawful for any trustee, beneficiary or agent of a beneficiary to pass on any costs, fees or fines imposed under any provisions of this Chapter to any trustor, subsequent bona fide purchaser or transferee of a property, either as a condition of sale or transfer, or included as a cost or fee in escrow.

8.65.140. Applicability of Other Laws.

Nothing in this article shall relieve any Beneficiary or Trustee of the duty to comply with any and all other applicable statutes, regulations, ordinances, codes, and laws regulating property maintenance, zoning, or building construction. Compliance with this article shall not relieve any Beneficiary or Trustee of any legal duties under such laws.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this article irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this article are declared to be severable.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Ordinance and it shall take effect thirty (30) days after its passage.

APPROVED AND ADOPTED this _____ day of _____, 2013.

Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING THE REGISTRATION AND RE-REGISTRATION FEE FOR THE REGISTRATION, MAINTENANCE AND SECURITY OF PROPERTIES IN FORECLOSURE ORDINANCE; AMENDING THE CITY OF PICO RIVERA FEE SCHEDULE TO ADD THE FEE

WHEREAS, the prolonged economic downturn continues to keep the number of foreclosed properties, or properties with mortgages in default (“distressed properties”) high; and

WHEREAS, many of these properties are vacated or abandoned prior to the conclusion of the foreclosure process and such vacant or abandoned properties may sit empty for months or years awaiting the final foreclosure sale; and

WHEREAS, the presence of real properties in foreclosure can lead to neighborhood decline by creating a public nuisance which could contribute to lower property values and could discourage potential buyers from purchasing a property adjacent to or in neighborhoods with properties in foreclosure; and

WHEREAS, many of the foreclosed real properties in the City are the responsibility of out of area or out of State beneficiaries and trustees, and in many instances the beneficiaries and/or trustees fail to adequately maintain and secure these foreclosed properties; and

WHEREAS, the City Council desires to preserve the health, safety, and welfare of Pico Rivera residents and the community, and to the extent possible, protect neighborhoods from declining property values, aesthetic decay, and/or loss of character; and

WHEREAS, California law explicitly permits Cities to enact vacant and abandoned property registration requirements and allows penalties for failure to register properties; and

WHEREAS, the City is establishing a registration program for real properties in foreclosure to assist City staff in comprising and maintaining a database to contact the responsible parties to enforce maintenance and safety provisions of the Pico Rivera Municipal Code; and

WHEREAS, Chapter 8.65.100 of the Pico Rivera Municipal Code entitled “Registration, Maintenance and Security of Properties in Foreclosure Ordinance” authorizes the City Council to adopt fees for the implementation of the Registration, Maintenance and Security of Properties in Foreclosure Ordinance; and

WHEREAS, municipalities may set regulatory fees to recover the cost associated with the administration of programs which protect public health and preserve the welfare of the community; and

WHEREAS, the registration and re-registration program fee is set forth in the staff report that was provided to the City Council at the meeting at which this Resolution was adopted; and

WHEREAS, on October 8, 2013, the City Council conducted a duly noticed public hearing regarding the adoption of the fee in this Resolution; and

WHEREAS, the Pico Rivera Fee Schedule needs to be amended to incorporate the fee to be paid in connection with the registration program and the fee needs to be adopted so that the City can carry into effect its policies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. The foregoing recitals are a material part of this Resolution, and therefore said recitals are expressly incorporated herein and made a part of this Resolution.

SECTION 2. The Staff Report as considered by the City Council at a public hearing conducted on October 8, 2013 is hereby incorporated in this Resolution by reference. The Staff Report analyzes and supports a fee of Four Hundred and Seventy Dollars (\$470.00) per registered foreclosure property.

SECTION 3. Pursuant to Chapter 8.65.100 of the Pico Rivera Municipal Code, the fee of Four Hundred Seventy Dollars (\$470.00) is hereby established for the registration and annual re-registration of each real property in foreclosure in the City for the costs associated with the administration, monitoring and enforcement of a program to register all real properties in foreclosure in the City.

SECTION 4. The City of Pico Rivera Fee Schedule is hereby amended to add the fee of Four Hundred Seventy Dollars (\$470.00) for the registration and re-registration of each real property in foreclosure under the Registration, Maintenance and Security of Properties in Foreclosure Ordinance.

SECTION 5. This Resolution shall become effective immediately upon its adoption and the City Clerk shall certify to the adoption of this Resolution and shall cause it to be entered into the book of original resolutions.

APPROVED AND ADOPTED this 8th day of October, 2013 by members of the City Council of the City of Pico Rivera, voting as follows:

Gustavo V. Camacho, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTEST:

Anna M. Jerome, Assistant City Clerk

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
NATIONWIDE COST RECOVERY SERVICES**

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

1. RECITALS

1.1 City has determined that it requires the following professional services from a consultant to administer and implement the City's Registration, Maintenance and Security of Properties in Foreclosure Ordinance.

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

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

2. DEFINITIONS

2.1 "Scope of Services": Such professional services as are set forth the attached Exhibit A, which is fully incorporated herein by this reference.

2.2 "Approved Fee Schedule": Such compensation as set forth in Exhibit A forth attached hereto.

2.3 "Commencement Date": The commencement date of this Agreement shall be on that date which the Registration, Maintenance, and Security of Properties in Foreclosure Ordinance goes into effect.

2.4 "Expiration Date": Three (3) years from the Commencement Date.

3. TERM

The term of this Agreement shall be for a period of three (3) years unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

4. CONSULTANT'S SERVICES

4.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties; and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

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

5. COMPENSATION

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

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

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

6. BUSINESS LICENSE

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

7. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to

sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

8. CONFLICT OF INTEREST

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

9. PERSONNEL

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

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12. CONFIDENTIALITY

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

13. INDEMNIFICATION

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

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

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

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

13.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or

injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

14. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. MUTUAL COOPERATION

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

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

16. RECORDS AND INSPECTIONS

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

17. PERMITS AND APPROVALS

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

18. NOTICES

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

If to City:

Ronald Bates, Ph.D., City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Neftali Cortez
DRE Lic. #00560181
Nationwide Cost Recover Services
947 Longview Drive
Diamond Bar, CA 91765
Phone: 909-762-8135
Facsimile 909-752-3163
Nef.ncrs@gmail.com

19. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 12, 13, 14 and Paragraph 15.2 of Section 15, of this Agreement shall survive the expiration or termination of this Agreement.

20. TERMINATION

20.1. City shall have the right to terminate this Agreement for any reason on 30 calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on 30 calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

21. ASSIGNMENT

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

22. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

23. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

24. NON-WAIVER

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

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

25. COURT COSTS

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

26. SEVERABILITY

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

27. GOVERNING LAW

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

28. NON-PARTICIPATION

The City hereby acknowledges that the Consultant is a real estate broker who is licensed to do business in the State of California, and the City further acknowledges and consents to the performance by the Consultant of customary real estate professional broker services involving third party clients and lands which may be located in the City of Pico Rivera; provided however that for as long as the Agreement is in effect, the Consultant shall not participate in any real estate professional broker services or claim a real estate broker commission which is payable to the Consultant by either the City or a third party involving any parcel of land or property which is subject to the foreclosed property registration program provisions of the City of Pico Rivera without first obtaining approval from the City.

29. ENTIRE AGREEMENT

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

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

ATTEST:

City of Pico Rivera

Anna Jerome, City Clerk

By: _____
Ronald Bates, Ph.D., City Manager

Date: _____

APPROVED AS TO FORM:

Consultant

Arnold M. Alvarez-Glasman, City Attorney

By: 
Neftali Cortez, Co-Owner

Date: _____



Exhibit "A"
Scope of Services
and
Compensation

Consultant shall administrate and carry out the implementation of a Foreclosed Property Registration Program for the City of Pico Rivera, California. The Consultant shall implement a program to Identify and Notify Beneficiaries of Trust Deeds which have caused a Notice of Default to be recorded on a property within the City of Pico Rivera. The Consultant shall utilize their technology and expertise gained in the past 30 years in the Industry to increase Compliance with the City of Pico Rivera's Foreclosed Property Registration Ordinance.

Scope of Implementaion Services

1. There have been 100 Properties that have had a foreclosure filing notice in the City of Pico Rivera within the previous Four (4) month period. 20 Properties have become Bank Owned in the last Twelve (12) months, and must be baselined into the program.
 - a. The baseline will include the completion of a Determination of Occupancy Inspection Report and a Property Condition report per property. The objective of this program is to provide an immediate impact on the maintenance and code compliance of the property by the foreclosing lender, and registration of the REO (Real Estate Owned) properties.
 - b. Consistent Documentation to enhance the City's ability to recover the registration fees and penalties for non-compliance with the City Foreclosed Property Registration ordinance. The proper implementation of this program will assist to effectively notify and urge foreclosed property owner(s) to expedite maintenance and proper securing of the property for the safety of the community.
2. Initial Baseline Property Inspection of Preforeclosure and Trustee Sale or Auction status. The baseline will include the completion of a Determination of Occupancy Inspection Report and a Property Condition Report per property upon receipt of a completed Foreclosed Property Registration application and fee.
3. There are currently 181 properties having had a Notice of Default filed in the previous twelve (12) months within the City of Pico Rivera. There are currently



50 properties that have had a Notice of Trustee's Sale filed within the last four (4) months within the City of Pico Rivera.

Determination of condition of property:

- a. Document condition of properties per "curb" inspection noting condition of the lawn, debris, broken windows/doors, graffiti, and presence of personal property.
 - b. Submit report regarding un-maintained properties or cases of vandalism via e-mail and/or if available, the City's online reporting system or secure incident management system.
 - c. 6 Monthly inspections are included in this scope of work. If additional inspections are performed, they shall be billed to the Beneficiary/Owner of the property that has filed the Notice of Default and registered with the City of Pico Rivera. The fee billed to the Beneficiary/registrant shall be in the amount of \$45.00 or as determined by the City of Pico Rivera.
4. Daily tracking of properties that have entered the foreclosure process with the initial Notice of Default filed at the Office of the County Recorder shall be conducted as part of the process. This will enable the City of Pico Rivera to reach constituents in distress, identify specific unsafe and dangerous vacant properties that present health and safety risks, and contact the responsible lenders and institutions so as to inform them of the City ordinance requiring registration of vacant REO properties. This will ultimately enhance the City's program of property Code Compliance.
- a. Continue to perform a search of foreclosure filings within the City daily.
 - b. Search for change in Status of property in Foreclosure.
 - c. Check Auction Schedule and document daily change of status to Bank Owned for proposed action at the discretion of the City.

5. Updated Property Detail Report

Constantly validate contact information of existing lenders of record by contacting via telephone the trustee and/or the mortgage servicer. Make updated contact information available to the City.



6. Process and Procedures

- a. Implement processes and procedures and provide oversight for preparation of correspondence on all properties that are on the foreclosure track in the City of Pico Rivera. Maintain an updated profile on those Beneficiaries that have not registered.
- b. Implement the methodology for checking the Foreclosure status of all properties beyond the initial filing of the Notice of Default.
- c. Implement procedures and processes to call all Beneficiaries that have not registered with the City of Pico Rivera and open dialogue on payment of fees and fines that are outstanding. Provide oversight, and perform implementation and execution of said procedures.
- d. Implement procedures and processes for placing Cost Recovery calls to Trustees in order to open dialogue on the fees that are outstanding on unregistered properties in the City of Pico Rivera.

Compensation: The Consultant shall be paid 50% of collected amounts obtained from the collected registration fees and penalties under the Foreclosed Property Registration Program. Said percentage of fees and penalties collected shall be payable to consultant within 30 days from receipt by the City of Invoice provided by the consultant. This agreement shall continue for a three year period, renewable annually by mutual agreement. Upon the Receipt by the City of a total of \$120,000.00 under the program, the share of the fees collected shall adjust to 40% payable to the Consultant, and the City to retain 60% on the basis of fees and penalties collected on a monthly basis.

Contact information:

Neftali Cortez
DRE Lic. # 00560181
Nationwide Cost Recovery Services
947 Longview Dr.,
Diamond Bar, Ca 91765
Phone: 909-762-8135
Fax: 909-752-3163
Nef.ncrs@gmail.com



NCRS Staff Background:

Neftali Cortez is a licensed Real Estate Broker, California Department of Real Estate license # 00560181. Mr. Cortez has worked fulltime in the Real Estate Brokerage and Financing Industries since being first licensed as a Broker in 1984. Mr. Cortez has over 17 years experience representing Banks in the sale of REO properties. The last five years have seen a tremendous increase of foreclosure sales, and Mr. Cortez has personally handled over 200 transactions, being located at the epicenter of the foreclosure activity in Southern California. The area of coverage has included communities in Los Angeles, Orange, San Bernardino, and Riverside Counties.

Extensive specialized Certification training in the REO (Real Estate Owned-Bank Owned) and the Distressed Property and Short Sales facet of the Real Estate field qualifies Mr. Cortez to provide this management oversight and program implementation initiatives. Mr. Cortez is very familiar with the local real estate values and market trends, having covered the Southern California real estate market since being first licensed as a real estate salesman in May 1976. Currently, Mr. Cortez manages and sells foreclosed properties for Bank of America and Wells Fargo as a Preferred Real Estate Broker. Mr. Cortez has also served as the founding President and Chairman of the Board of the Regional Chamber of Commerce-San Gabriel Valley, and continues to serve on the Government Affairs Committee.

Elias S Cortez is currently Co-Owner of Nationwide Cost Recovery Services. Mr. Elias Cortez served as the State of California's Chief Information Officer from 1999-2003. Prior to his service at the state level, he served as the Chief Information Officer for the County of San Bernardino from 1997-1999. Mr. Cortez also served as a Director of Information Technology for Los Angeles Unified School District from 1992-1997. Elias attended USC School of Architecture from 1976-1981, and after graduation worked at Parsons Engineering.



To: Mayor and City Council

From: City Manager

Meeting Date: October 8, 2013

Subject: PUBLIC HEARING – GENERAL PLAN AMENDMENT NO. 50
ADOPTION OF THE 2014-2021 HOUSING ELEMENT AND
MITIGATED NEGATIVE DECLARATION

Recommendation:

Adopt Resolution approving General Plan Amendment No. 50 for the 2014-2021 Housing Element and Mitigated Negative Declaration.

Fiscal Impact:

None.

Background:

Per the California Government Code Section 65580-65589.8, cities are required to update the Housing Element every eight years. The Housing Element is one of the seven State mandated elements (Circulation, Open Space, Land Use, Conservation, Safety and Noise) of the General Plan, the City's constitution regarding its future physical development. Unlike other elements of the General Plan, the Housing Element is subject to mandatory review by the State Department of Housing and Community Development. Each Housing Element is required to include six components; a housing needs assessment, a resources inventory, a housing constraints analysis, an evaluation of the City's housing programs and an income group quantifying component.

The City consulted with Environmental Science Associates, Inc. (ESA) to prepare the 2014-2021 Housing Element. Two community meetings and two Planning Commission public hearing meetings were held with the Planning Commission.

Discussion:

The draft 2014-2021 Housing Element has been updated to meet all state requirements and include language for the future revision of the zoning ordinance. For example, the updated zoning ordinance must include the permitting of single room occupancies; elimination of discretionary permits; include reasonable accommodation procedures for the disabled; allow for density bonuses for developers that provide low-to-moderate income housing; allow for emergency shelters, transitional and supportive housing; and allow for second unit dwellings.

On September 3, the Planning Commission approved a resolution recommending approval to the City Council of the draft 2014-2021 Housing Element. The State Department of Housing and Community Development (HCD) also reviewed the draft document and determined that it met state requirements. The City Council must formally adopt the draft 2014-2021 Housing Element for the City to be in compliance with state law. Implementation of the Housing Element via zone amendments must occur prior to October 2014.

Analysis:

One of the main components of Housing Elements is to demonstrate the capacity to plan for its share of housing growth. The City's share of housing is determined by the Southern California Association of Governments (SCAG) by the issuance of the Regional Housing Needs Assessments (RHNA). The RHNA is the number of units that a city is required to plan for by identifying sites throughout the City that can accommodate potential housing. The City must ensure that the sites are properly zoned to allow for future housing but is not required to develop any units. SCAG assigned 855 units for the 2006-2014 planning period and 850 for 2014-2021 planning period. Because 66 units were actually constructed by private development between 2006-2014, the City must plan for 1,639.

Thirteen areas throughout the City were identified to accommodate the RHNA, seven of which were identified in the previous 2006-2014 Housing Element. All the areas identified with the exception of three will be amended to include a mixed-use overlay which will allow multi-family housing. The existing underlying zone for these areas will remain the same. Three of the remaining areas identified will be rezoned to multi-family and the underlying zone will be grandfathered-in.

Environmental Review:

In accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, a Mitigated Negative Declaration was prepared which determined that there is no substantial evidence, in light of the whole record, that the project may have a significant effect on the environment.

Conclusion:

Staff recommends that the City Council approve General Plan Amendment No. 50 adopting the 2014-2021 Housing Element and Mitigated Negative Declaration.



Ronald Bates

RB:BM:JG:ll

Attachments:

- 1.) City Council Resolution
- 2.) Planning Area Map
- 3.) Planning Commission Minutes
- 4.) Planning Commission Resolution
- 5.) 2014-2021 Housing Element
- 6.) Mitigated Negative Declaration
- 7.) Correspondence

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 50, ADOPTION OF THE 2014-2021 HOUSING ELEMENT AND MITIGATED NEGATIVE DECLARATION

WHEREAS, the City Council desires to comply with State requirements and update the General Plan to meet community needs and objectives;

WHEREAS, on March 18th and April 15th community meetings were held to discuss the update to the 2014-2021 Housing Element; and

WHEREAS, on August 5th and September 3rd, advertised public hearings were held before the Planning Commission; and

WHEREAS, pursuant to California Government Code Sections 65587-65588, the City must update the Housing Element to meet the provisions of Title 7, Division 1, Chapter 3, Article 10.6, commencing with Sections 65580, et seq.; and

WHEREAS, on June 12th, the State Department of Housing and Community Development submitted a letter informing the City that the Draft 2014-2021 Housing Element addresses all the requirements of state law; and

WHEREAS, on August 14th, a Notice of Intent was published in the Whittier Daily News, a newspaper of general circulation for public comment of the draft Mitigated Negative Declaration; and

WHEREAS, on September 3rd, at the regularly scheduled Planning Commission meeting a public hearing was held and the Planning Commission recommended to the City Council adoption of the 2014-2021 Housing Element; and

WHEREAS, the City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of October 8, 2014; and

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

SECTION 1. In accordance with the California Environmental Quality Act Guidelines, an Initial Study was prepared to determine whether the Project may have a significant effect on the environment. On the basis of the Initial Study, it has been determined that the Project may have a potential significant effect on the environment which may be mitigated to a level that is less than significant and therefore, a Mitigated Negative Declaration was prepared and adopted herein. A Mitigation Monitoring and Reporting Program has been prepared and shall be incorporated herein. The Mitigated Negative Declaration was circulated in accordance with CEQA Guideline § 15105(b). The City Council hereby adopts and certifies the Mitigated Negative Declaration as adequate to assess the environmental impacts of the Project and based

on the whole record, the proposed Mitigated Negative Declaration, and comments received during the public review process, there is no substantial evidence that the project will have a significant effect on the environment. This determination reflects the City Council's independent judgment and analysis. The full record is available for review in the Community Development Department.

SECTION 2. Pursuant to Article I of Chapter 18.62, *Amendments and Zone Reclassification* of the Pico Rivera Municipal Code, the City Council of the City of Pico Rivera approves the draft 2014-2021 Housing Element, in the form attached hereto, to be incorporated as part of the General Plan.

SECTION 3. Further, this Resolution with findings and recommendations, draft 2014-2021 Housing Element, Mitigated Negative Declaration and staff report herein contained shall constitute a report of the City Council.

SECTION 4. The City Council finds that the General Plan amendment should be approved for the following reasons and findings:

- a) The Housing Element has been prepared in the interest of the existing and future residents in order to ensure that housing opportunities exist for all income categories.
- b) The proposed General Plan Amendment to the Housing Element identifies the City's housing needs by setting forth the City's goals and objectives.
- c) That the Housing Element provides policies which aim to provide quality housing opportunities for all income levels and age groups based upon the fair share of the regional housing need as determined by the Southern California Association of Governments (SCAG).
- d) The Housing Element will not be detrimental to the health, safety and welfare of the Pico Rivera community.
- e) The proposed General Plan Amendment to the Housing Element is in compliance with the California Environmental Quality Act (CEQA) as set forth in the Initial Study (IS) and Mitigated Negative Declaration (MND).
- f) The California Department of Housing and Community Development has determined that draft 2014-2021 Housing Element addresses all the requirements of state law and requires formal adoption by the City Council for state certification.

SECTION 5. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

RESOLUTION NO. _____

Page 3 of 3

APPROVED AND ADOPTED this _____ day of _____ 2013.

Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Glassman, City Attorney

AYES:

NOES:

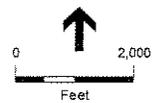
ABSENT:

ABSTAIN:

The areas identified are not part of an eminent domain process. Properties will not be taken or purchased by the adoption of the Housing Element. Properties identified will only be part of a rezone process to allow for the development of multi-family housing units. Property owners will have the flexibility to keep their properties in their current state or choose to develop multi-family housing units.



Sites to Accommodate the 2014-2021 RHNA





PLANNING COMMISSION

MINUTES

Tuesday, September 3, 2013

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

STAFF PRESENT:

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

ROLL CALL:

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

ABSENT: None.

FLAG SALUTE: Led by Commissioner Celiz

APPROVAL OF MINUTES:

August 5, 2013

Motion to approve with amendments was made by Commissioner Martinez and seconded by Commissioner Garcia:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING:

- a.) 2014-2021 Housing Element-General Plan Amendment No. 50

Commissioner Elisaldez opened the public hearing. There was no one present to speak on the public hearing, therefore it was motioned by Commissioner Martinez to close the public hearing, seconded by Commissioner Garcia.

Motioned carried by the following roll call vote:

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

Assistant City Attorney John Lam clarified for the record that staff provided each Commissioner with a petition signed by residents of the City of Pico Rivera opposing the Housing Element.

There being no further discussion, it was motioned to approve the public hearing by Commissioner Zermeno, seconded by Commissioner Celiz.

Motioned carried by the following roll call vote:

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

- b.) PUBLIC HEARING: CONDITIONAL USE PERMIT NO. 714 – A REQUEST TO CONSTRUCT A 6,974 SQUARE FOOT SIT-DOWN RESTAURANT, UP TO 21,000 SQUARE FEET OF RETAIL COMMERCIAL SPACE AND A 55 FOOT HIGH CREATIVE POLE SIGN ON A 3.4 ACRE SITE AT 9036 BEVERLY BOULEVARD AND 4422 ROSEMEAD BOULEVARD IN THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONED DISTRICT

Senior Planner Guille Aguilar presented the staff report. The site is located at the southeast corner of Rosemead and Beverly Boulevard and includes the area of the street vacation that was approved at the August 27, 2013 City Council meeting. The proposed development plan will split the lot into two parcels. Norm's Restaurant will be the prime tenant. The separate lot includes a conceptual design of up to 21,000 sq. ft. of commercial space which could be split into smaller buildings. The project will be phased, with Norm's being built first, and the rest of the development being sold to a different developer who will determine the potential uses on the remnant parcel.

Once the Norm's developers comply with the conditions of approval that were set upon

approval of the street vacation, the formal vacation will begin with the fencing of the area and the street improvements removed. The site is a total of 3.44 acres. Norm's restaurant is approximately 7,000 sq. ft. There will be 133 parking stalls, which is in excess of the 92 parking stalls required.

The applicant has proposed to construct a 55' high creative pole sign with washing and flashing light features. The City's Creative Sign Ordinance allows the City to permit creative signage which make a positive contribution to the overall image of the City while mitigating impacts of larger or unusually-designed signs. The proposed pole sign will have sequential lighting and has been a trademark of the Norms Restaurant business since the 1950s. The sign is reflective of Googie architecture and the historic American coffee-shop design which is typical of that era. The sign design has remained unchanged since its creation and consists of five "saw tooth" pennants each with an individual letter to spell the Norms business name. The saw tooth pennants are individually lighted in a washing and flashing sequence. The sign is mounted on a pole, which is proposed to be 34'-3" with an overall sign height of 55'.

Staff included a condition which would allow the City to either limit the speed of the washing and flashing of the sign lighting or to require static lighting if any complaints or concerns are received regarding such features.

Staff required an 8' high decorative block wall to be constructed between the commercial property and the seven residential units to mitigate noise and light spilling onto the properties. Staff required landscape screening to protect the character of the neighborhood. The future tenant of the remnant parcel will need to submit to design review. The design must be complimentary to the Norm's building. If there are any issues with the design review, the appeal will go before the Planning Commission. This site may accommodate a grocery store or a combination of offices, fast-food establishments, and retail stores.

Commissioner Garcia asked if the applicant would be required to construct a block wall on their property, and if they would be required remove the existing residential block walls prior to their construction.

Senior Planner Aguilar responded that Norm's would be required to construct a block wall on their property and would not be required to demolish the existing residential block walls.

The applicant requested changes to the conditions of approval. The first change was condition 19 (e) in regards to the parking lot pole height. Staff originally limited the

pole height to 20'. The applicant is proposing 23', which staff accepted as long as there is no light spillage onto the adjacent properties.

The next change was in 19 (h) in regards to requiring stop signs, stop bars and stop legends. The change is to have these at the points of access into the site, not at each intersection within the parking lot.

For condition 19 (i) the change is to have latches that close the gates instead of self closing gates.

Commissioner Garcia mentioned that Lowe's has an issue with speeding vehicles who utilize the parking area to cut through to Washington Boulevard. The concern is that vehicles will do the same at the Norms site unless there are stop signs within the parking lot.

Senior Planner Aguilar responded that during the plan check process, staff can assess the need for any stop signs within the parking lot area.

Commissioner Celiz asked what made the applicant decide on changing the height of the light poles in the parking lot from 20' to 23'.

Senior Planner Aguilar responded that the higher the pole, the less number of poles needed to light the parking lot.

Condition 20 clarifies that the landscaping will be required on the remnant parcel once a development is proposed.

The applicant stated that they do not have an issue with loitering and they believe that condition 20 requiring the posting 'No Loitering' signs will give the site a negative image. Norms has agreed that if loitering becomes an issue, they will post 'No Loitering' signs upon the City's request.

The change to Condition 32 clarifies when a new entitlement is required for modifications or changes to the site. Conditions will need to go through plan check or require permits, depending on the type of change.

The next set of changes is to the environmental monitoring program as part of the Mitigated Negative Declaration. Page 10 of the Mitigated Negative Declaration was revised to clarify that the building setback requirements are only applicable to the second parcel.

Section 3(b)(10) has been modified to state that when construction activities do not require the movement of fugitive dust, the applicant may, with the approval of the Building Inspector, remove the mesh screening to showcase the construction.

Page 11, (d)(5), was changed for the hours of deliveries. If there is a noise issue, staff has the ability to change the delivery hours from 7 a.m. to 7 p.m.

Commissioner Martinez asked if there were any conditions to mitigate fugitive dust.

Senior Planner Aguilar answered that there are standard conditions in the mitigation monitoring program to address his concern.

Condition (d)(7) was a correction in regards to the reference of an incorrect street name.

According to condition (e)(1) The traffic impact analysis found that the Rosemead Boulevard right turn lane going North would have to be restriped upon completion of the entire development. Public Works staff will be conducting improvements to Rosemead Boulevard and found that restriping is not immediately needed. If the improvements to Rosemead Boulevard are not completed, the new developer will have to complete the restriping.

The last set of changes were to the conditions from Public Works:

Condition 3 originally required the applicant to submit an estimate of costs of the street improvements right away. This has been changed to submit upon plan check review.

Condition 6 was in regards to submitting a \$5,000 deposit for plan check fees. This was clarified to explain that the fees are to ensure payment of the plan review by Public Works.

The final change was to Condition 7, which involved the removal of the requirement for a deposit to ensure that the developer submits to Public Works the as-built plans. The applicant will provide the plans and therefore the fee will not be necessary.

As part of the conditional use permit review, staff conducted an environmental review of the project and completed a negative mitigated declaration which was publicly noticed as required by the California Environmental Quality Act. Staff did not receive any comments or concerns regarding the project. Therefore, staff is recommending

approval of Conditional Use Permit 714 subject to the conditions.

Chairperson Elisaldez asked about the future developments and if high traffic type of businesses would be permitted.

Senior Planner Aguilar answered that they would not be permitted.

Commissioner Garcia asked what improvements would be installed at the end of the vacated street.

Senior Planner Aguilar answered that Public Works is requiring a modified cul-de-sac, which will have landscape screening and signage.

Commissioner Garcia asked what the distance was between the street and the outdoor dining area.

Senior Planner Aguilar responded that the distance is approximately 12 feet from the back of the sidewalk and requested that the engineer for Norm's confirm the distance.

Deputy City Attorney John Lam stated that the Planning Commission should wait until the public hearing is opened before the applicant can speak.

Chairperson Elisaldez asked to open the public hearing.

Phil Singerman, President of Norm's, stated that they have been working with the City for about six years. Two years ago, they decided to buy the entire property instead of leasing it. Other than the two restaurants in Claremont and Riverside, none of the other Norm's Restaurants has outdoor seating.

Chairperson Elisaldez stated that Commissioner Garcia asked for clarification regarding the distance from the patio to the street.

Norm's civil engineer stated that there would be a 10' sidewalk on Beverly and 12' setback from the patio, so the outdoor dining would be 22' from the vehicles.

Commissioner Garcia asked what percentage of the employees would be residents of the City.

Director Benjamin Martinez replied that they would attempt to hire all Pico Rivera residents.

Commissioner Martinez asked if the existing infrastructure supports what is being proposed.

The Civil Engineer responded that the traffic study was completed and approved. The City Engineer did not see any traffic issues. There are no storm drains located on Rosemead and Beverly, therefore the applicant is proposing a perculating system.

Commissioner Garcia asked why there is a moratorium on Beverly Boulevard.

Senior Planner Aguilar responded that the moratorium prevents any work within the street for five years. This is a result of a federal grant the City received to resurface the street. The City is currently at year two, so after the five years have lapsed the City can look into connecting any underground utilities through Beverly Boulevard.

Commissioner Garcia asked what we would do if the connection to Arma Street fails.

Senior Planner Aguilar responded that the connection on Arma Street has been researched by the water purveyor and that it is possible. If for some reason the connection to Arma Street is not possible, the City has the ability to consider and research the possibility of permitting the applicant an exception to connect to Beverly Boulevard.

Commissioner Martinez asked if any modifications to Rosemead are necessary.

Senior Planner Aguilar responded that no signal light or fiber optics are required.

Commissioner Martinez if any street lighting is required.

The Civil Engineer responded that there is street lighting on both streets and they have not been required to adjust any existing lights.

Rafael Viramontes, a property owner on Durfee Avenue, stated that he is concerned about the closure of the street frontage and the traffic that the Norm's restaurant will attract. He will be opening a business on Arma Street. He would like to know what will be done.

Senior Planner Aguilar responded that a traffic study was conducted in 2010 to determine the impact of closing the frontage road. It was concluded that the traffic was negligible. Based on the traffic counts, 23 inbound vehicles used the road during peak

am hours. Twenty-four inbound vehicles used the road during p.m. peak hours. As far as egress, no vehicles were counted using the road.

Chairperson Elisaldez stated that he understood the issue Mr. Viramontes raised and that unfortunately the traffic in the area is seasonal and the study may have been conducted during the non-peak season.

Commissioner Zermeno asked if in the future, the City will be opening any of the frontage road islands adjacent to the new Norm's site, to allow residents access to the neighborhoods east of Norms, south of Beverly Boulevard.

Senior Planner Aguilar responded that Public Works retains the right to impose the requirement, if necessary.

Commissioner Martinez asked if there would be anything in writing stating that the applicant would be responsible should the residential block walls abutting the Norm's site be damaged during construction.

Deputy Director Julia Gonzalez responded that there would be a three inch gap between the abutting block walls so it would not affect the existing fences. The residents always have the right to speak to the developers of any issues.

Commissioner Zermeno asked if staff knew how long the existing residential block wall has been in place.

Senior Planner Aguilar replied that the original tract development has been in place since the 1950's, therefore some of the walls may date back to that time.

There being no further discussion, it was motioned to close the public hearing by Commissioner Zermeno, seconded by Commissioner Martinez.

Motioned carried by the following roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

It was motioned to accept staff recommendations to approve Conditional Use Permit No. 714 by Commissioner Celiz, seconded by Commission Zermeno.

Motioned carried by the following roll call vote:

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

Commissioner Garcia asked the project developer if he has read and accepted all the conditions set forth.

Mr. Singerman responded in the affirmative.

PUBLIC COMMENTS – NON-AGENDA ITEMS:

Commissioner Zermeno asked if in the future, Public Works can find a better plant palette along San Gabriel River Parkway that are drought resistant and do not quickly overgrow so maintenance is not an issue.

Commissioner Celiz asked who chooses the plants for the medians.

Director Martinez answered that he will talk to the Public Works Director.

Chairperson Elisaldez asked if City staff could install traffic calming devices on the southbound lanes at the Passons Underpass to slow traffic.

Deputy Director Gonzalez stated staff would speak with public works.

Commissioner Garcia asked when Jim's Burgers will be opening.

Director Martinez responded that due to several issues there have been delays however, they should be opening soon.

NEW BUSINESS: None.

CONTINUED/OLD BUSINESS: None.

PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF August 27, 2013 – Commissioner Garcia attended this meeting.

The Norm's street vacation was approved. Also, the e-cigarette ordinance was also approved. They also spoke of remodeling the Sports Arena, and the former campgrounds.

- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, September 10, 2013.

Commissioner Celiz volunteered to attend this meeting as Commissioner Zermeno will be unable to attend.

There being no further business the Planning Commission meeting was adjourned at 7:11 p.m.

Tommy Elisaldez, Chairperson

ATTEST:

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

RESOLUTION NO. 1208**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PICO RIVERA, CALIFORNIA RECOMMENDING TO THE PICO RIVERA CITY COUNCIL THE ADOPTION OF GENERAL PLAN AMENDMENT NO. 50 AND THE 2014-2021 HOUSING ELEMENT**

WHEREAS, the Planning Commission desires to comply with State requirements and update the General Plan to meet community needs and objectives;

WHEREAS, on March 18, 2013 and April 15, 2013 advertised public meetings were held to discuss the proposed changes to the Housing Element; and

WHEREAS, pursuant to California Government Code Sections 65587-65588, the City must update the Housing Element to meet the provisions of Title 7, Division 1, Chapter 3, Article 10.6, commencing with Sections 65580, et seq ; and

WHEREAS, the State Department of Housing and Community Development informed the City that the Draft 2014-2021 Housing Element addresses all the requirements of state law; and

WHEREAS, on July 5, 2013 a Public Hearing was published in the Whittier Daily News, a newspaper of general circulation for public comment for a period of 30 days; and

WHEREAS, On August 5, 2013, a Public Hearing was held to provide a report and take testimony from the public and the Public Hearing was continued to allot for additional public discussion; and

WHEREAS, August 14, 2013, a Notice of Public Hearing was published in the Whittier Daily News, a newspaper of general circulation for public comment for a period of two weeks; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of September 3, 2013 ; and

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

SECTION 1. The Planning Commission recommends to the City Council that the project will not have a significant effect on the environment, as a Mitigated Negative Declaration has been prepared in compliance with the California Environmental Quality Act. The Mitigated Negative Declaration evaluated the potential environmental effects of the project which determined that the Housing Element would not have a significant effect on the environment; and

SECTION 2. Pursuant to Article I of Chapter 18.62, *Amendments and Zone Reclassification* of the Pico Rivera Municipal Code, the Planning Commission recommends to the City Council of the City of Pico Rivera the adoption of General Plan Amendment No. 50 and the approval of the 2014-2021 Housing Element, in substantially the form attached with Staff Report, to be incorporated as part of the General Plan.

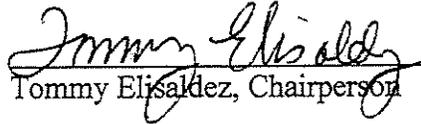
SECTION 3. Further, this Resolution with findings and recommendations, 2014-2021 Housing Element, Mitigated Negative Declaration and staff report herein contained shall constitute a report of the City Council.

SECTION 4. The Planning Commission finds that the General Plan amendment should be approved for the following reasons and findings:

- a) The Housing Element has been prepared in the interest of the existing and future residents in order to ensure that housing opportunities exist for all income categories.
- b) The proposed General Plan Amendment to the Housing Element identifies the City's housing needs by setting forth the City's goals and objectives.
- c) That the Housing Element provides policies which aim to provide quality housing opportunities for all income levels and age groups based upon the fair share of the regional housing need as determined by the Southern California Association of Governments (SCAG).
- d) The Housing Element will not be detrimental to the health, safety and welfare of the Pico Rivera community.
- e) The proposed General Plan Amendment to the Housing Element is in compliance with the California Environmental Quality Act (CEQA) as set forth in the Initial Study (IS) and Mitigated Negative Declaration (MND).
- f) The California Department of Housing and Community Development has determined that draft 2014-2021 Housing Element addresses all the requirements of state law and requires formal adoption by the City Council for state certification.

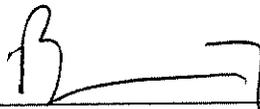
[Signatures on following page]

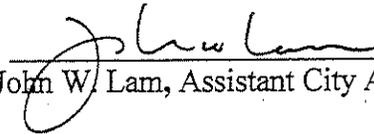
APPROVED AND ADOPTED this 3rd day of September 2013.


Tommy Elisaldez, Chairperson

ATTEST:

APPROVED AS TO FORM:


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


John W. Lam, Assistant City Attorney

AYES: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES:
ABSENT:
ABSTAIN:

COMPLETE COPY FOR REVIEW

IS AVAILABLE IN THE

CITY CLERK'S OFFICE

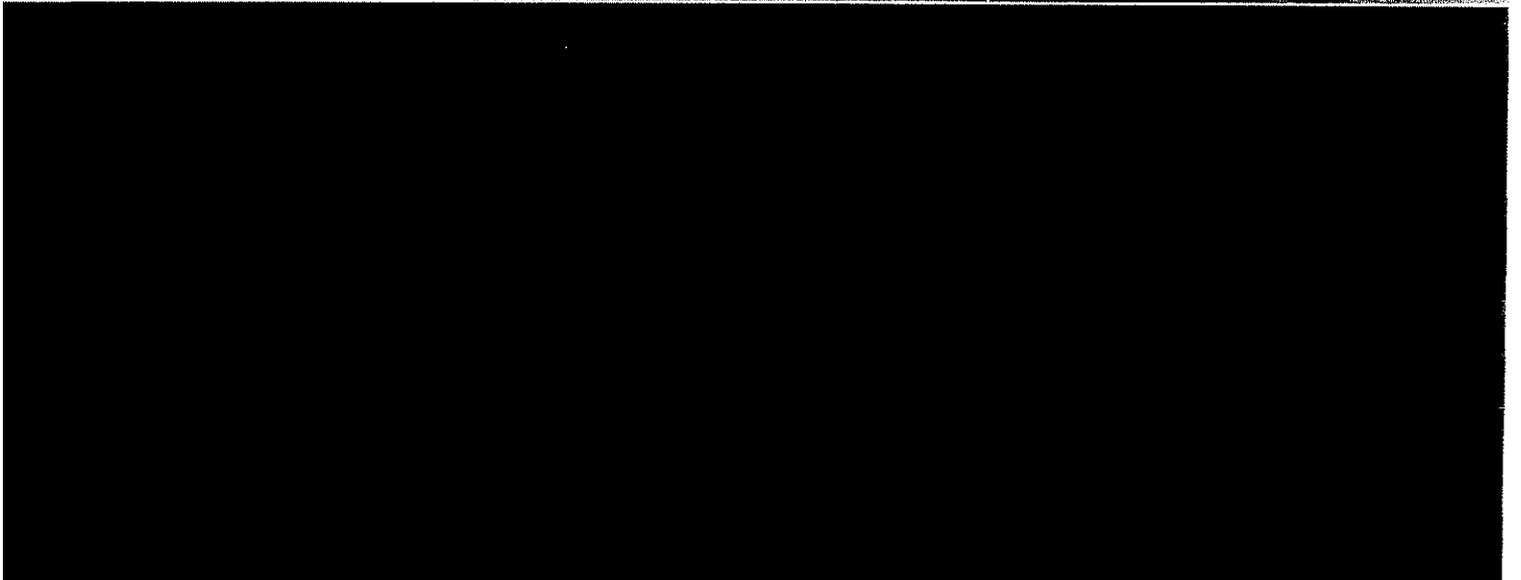


CITY OF PICO RIVERA

2014-2021 Housing Element

Prepared for the
City of Pico Rivera by ESA

154
2





PROJECT NAME: City of Pico Rivera 2014-2021 Housing Element Update
General Plan Amendment No. 50

PROJECT LOCATION: City of Pico Rivera (citywide).

PROJECT APPLICANT: City of Pico Rivera
Community and Economic Development Department
6615 Passons Boulevard
Pico Rivera, CA 90660

LEAD AGENCY: City of Pico Rivera
Community and Economic Development Department
6615 Passons Boulevard
Pico Rivera, CA 90660

Contact: Julia Gonzalez, Deputy Director
(562) 801-4447
juliagonzalez@pico-rivera.org

PUBLIC REVIEW PERIOD: August 14, 2013 to September 3, 2013

This Mitigated Negative Declaration and Initial Study Checklist have been prepared pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000, et seq.).

Written comments regarding this Mitigated Negative Declaration shall be made to the Lead Agency listed above prior to 5:00 p.m. on the last day of the Public Review Period.



- This Page Intentionally Left Blank -

Table of Contents

SECTION I. Introduction.....	1
1. Project Location:	1
2. Project Description:	1
SECTION II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED	19
SECTION III. INITIAL STUDY CHECKLIST AND ENVIRONMENTAL EVALUATION	21
1. AESTHETICS.....	22
2. AGRICULTURE RESOURCES	23
3. AIR QUALITY	24
4. BIOLOGICAL RESOURCES.....	28
5. CULTURAL RESOURCES.....	30
6. GEOLOGY AND SOILS.....	32
7. GREENHOUSE GAS EMISSION.....	35
8. HAZARDS AND HAZARDOUS MATERIALS.....	37
9. HYDROLOGY AND WATER QUALITY.....	39
11. MINERAL RESOURCES.....	43
12. NOISE.....	44
13. POPULATION AND HOUSING.....	46
14. PUBLIC SERVICES.....	47
15. RECREATION.....	48
16. TRANSPORTATION/TRAFFIC.....	49
17. UTILITIES AND SERVICE SYSTEMS	51
18. MANDATORY FINDINGS OF SIGNIFICANCE.....	53
Section IV. Summary of Mitigation Measures	55
Section V. References.....	57
1. ACRONYMS.....	58
2. LIST OF PREPARERS.....	60
3. BIBLIOGRAPHY.....	60



LIST OF TABLES AND EXHIBITS

Table 1-1: Regional Housing Needs Allocation 2014-2021	2
Table 1-2: Regional Housing Needs Allocation 2006-2014	3
Table 1-3: Combined 2006-2014 and 2014-2021 RHNA	3
Table 1-4: 2014-2021 RHNA Including AB 1233 Shortfall	4
Table 1-5: Housing Opportunities	4
Exhibit 1: Regional Location	9
Exhibit 2: City of Pico Rivera	11
Exhibit 3: Residentially Zoned Opportunity Sites	13
Exhibit 4: Rezoned Residential Opportunity Sites	15
Exhibit 5: Emergency Shelter Overlay Zone	17



-This Page Intentionally Left Blank -

SECTION I. Introduction

1. Project Location:

The city of Pico Rivera is located in the central portion of the County of Los Angeles approximately eight miles east of downtown Los Angeles. Pico Rivera is bounded by the cities of Montebello on the north and east, Whittier on the east, and the cities of Downey and Commerce on the south. The city is located between the Rio Hondo River (west) and the San Gabriel River (east). A regional location map is provided in Exhibit 1. A city-wide map is provided in Exhibit 2.

2. Project Description:

a) Overview

The proposed project consists of the adoption of the updated City of Pico Rivera General Plan Housing Element, referred to herein as the "project", "Housing Element", or "Element". State law requires every City and County to adopt a general plan containing at least seven mandatory elements (chapters). One required element is the Housing Element, which must be updated every eight years. The proposed updated Housing Element covers the planning period of 2014 to 2021.

Section 65583 of the Government Code sets forth the specific components to be contained in a community's Housing Element. These requirements include obligation on the part of the local jurisdictions to provide their "fair share" of regional housing needs. Local governments and Councils of Governments (COGs) are required to determine existing and future housing need and the allocation of said need must be approved by the California Department of Housing and Community Development (HCD). Pico Rivera is a member of the Southern California Association of Governments (SCAG) COG and SCAG is responsible for preparing the RHNA for the six-county territory that it represents.

The project consists of the adoption of the 5th cycle Housing Element update for the City of Pico Rivera. The housing allocation for each jurisdiction is divided into four household income categories used in Federal and State programs: Very Low (50 percent of Area Medium Income (AMI)); Low (50-80 percent of AMI); Moderate (80-120 percent of AMI); and Above-Moderate Income (over 120 percent of AMI). The allocations are further adjusted to avoid an over-concentration of lower income households in any one jurisdiction.

HCD established the planning period for the current RHNA from January 1, 2014 to September 30, 2021. For the 2014-2021 planning period, SCAG allocated to Pico Rivera a total of 850 units, including 217 for very low-income, 131 for low-income, 140 for moderate-income, and 362 for above moderate-income households.

State law requires that all Housing Elements address four key topic housing areas: special needs groups, constraints, resources, and planning. Each of these groups are discussed in detail below.

b) Special Needs Groups

State law recognizes that certain households have more difficulty in finding adequate and affordable housing due to special circumstances. Special needs populations include the elderly, persons with disabilities, female headed households, large households and farm workers. Many often have lower incomes as a result of their condition. Each of these population groups, as well as their appropriate housing needs is described in the Housing Element.

c) Housing Constraints

The Housing Element identifies constraints on the production of new housing, including governmental, environmental, and market constraints. By identifying these constraints, the City recognizes possible barriers to housing development and can adopt policies and programs in the Housing Element to remove or significantly reduce those barriers.

The City of Pico Rivera Housing Element identifies the following circumstances that may act as barriers to development:

- Land use controls
- Residential development standards
- Provisions for a variety of housing types: multi-family rental housing, mobile homes/manufactured housing, second units, transitional housing and emergency housing, and housing for persons with disabilities
- Development Impact and Planning Entitlement Fees
- Building codes and enforcement
- Local processing and permit procedures
- On-and off-site improvement requirements
- Construction cost
- Land availability and cost
- Financing

d) Regional Housing Needs Allocation (RHNA)

As discussed above, Pico Rivera's RHNA for the 2014-2021 planning period is 850 housing units (see **Table 1-1**).

Table 1-1: Regional Housing Needs Allocation 2014-2021

Income Group	Number of Units	Percent of Total
Very Low	217	25.5%
Low	131	15.4%
Moderate	140	16.5%
Above Moderate	362	42.6%
Total	850	100%

Source: Regional Housing Needs Assessment, SCAG October 2012.

However, while the Housing Element for the 2006-2014 planning period was adopted in 2012 and certified by HCD, the City chose not to complete the rezoning necessary to accommodate the lower income RHNA at that time because the City subsequently embarked on a comprehensive General Plan update. Consequently, the City is required to plan for the current planning period of 2014-2021 as well as any unaccommodated shortfall identified from the previous (2006-2014) planning period. The 2006-2014 RHNA for Pico Rivera is shown in **Table 1-2**. The two planning period allocations combined result in a total fair share allocation for Pico Rivera for the combined planning periods of 1,705 units (see **Table 1-3**).

Table 1-2: Regional Housing Needs Allocation 2006-2014

Income Group	Number of Units	Percent of Total
Very Low	211	24.7%
Low	134	15.7%
Moderate	143	16.7%
Above Moderate	367	42.9%
Total	855	100%

Source: Regional Housing Needs Assessment, SCAG July 2007 and October 2012.

Table 1-3: Combined 2006-2014 and 2014-2021 RHNA

	Very Low	Low	Moderate	Above Moderate	Total
2006-2014 RHNA	211	134	143	367	855
2014-2021 RHNA	217	131	140	362	850
Total	428	265	283	729	1,705

Source: Regional Housing Needs Assessment, SCAG July 2007.

As Pico Rivera's 2006-2014 Housing Element was adopted, but not fully implemented the City must determine their exact shortfall in compliance with Assembly Bill (AB) 1233. First, as the RHNA process establishes January 1, 2006 as the baseline for growth projections for the Housing Element planning period of 2006-2014, jurisdictions may count any new units built or approved since January 1, 2006 toward their 2006-2014 RHNA allocation.

As shown in **Table 1-4**, between 2006 and 2012, the City approved and developed 66 above moderate-income units. Based on the requirements of AB 1233, the City must accommodate a total of 1,639 units, including 428 units for very low-income, 265 units for low-income (a total of 693 lower income units), 283 units for moderate income, and 663 units for above moderate income, in the 2014-2021 Housing Element.

Table 1-4: 2014-2021 RHNA Including AB 1233 Shortfall

	Very Low	Low	Moderate	Above Moderate	Total
2006-2014 RHNA	211	134	143	367	855
2006-2014 Units Accommodated by Credits of Units Constructed	0	0	0	66	66
Subtotal	211	134	143	301	789
2014-2021 RHNA	217	131	140	362	850
TOTAL	428	265	283	663	1,639

Source: Regional Housing Needs Assessment, SCAG July 2007.

e) Housing Resources and Availability of Sites

The Housing Resources section of the Housing Element focuses on development opportunities to meet the RHNA. The most critical component of the Housing Resources section is the sites inventory, which identifies locations available to support new housing at all income categories.

Table 1-5: Housing Opportunities

	Very Low	Low	Moderate	Above Moderate	Total
Remaining RHNA	428	265	283	663	1,639
Current Residential Zoned Sites (Appendix A)	0	0	18 ^(a)	20 ^(a)	38
Sites in Rezoning Program (Table 6-7)	1,588		15	0	1,603
TOTAL^(b)					
(Remaining RHNA minus Current Residentially-Zoned Sites and Sites in Rezoning Program)	(895)		250	643	2
Unaccommodated RHNA	0		0	0	0

Notes:

^(a) Densities of 24 units per acre are appropriate to facilitate the development of moderate and above moderate income housing; therefore the unit potential has been divided evenly between the two income categories.

^(b) Parentheses indicate a surplus of units.

It is important to note that as a policy document, the Housing Element does not propose development on any of the Housing Opportunity or program locations. If and when development occurs within the city the project is subject to comply with the applicable General Plan policies and programs, Municipal Code regulations, CEQA requirements and any other regulating documents.

The City will implement the following land use measures as a means to accommodate its assigned housing need:

- *Vacant/Underutilized Residential Land.* There are number of vacant or underutilized sites currently zoned residential that are currently appropriate to accommodate a portion of the City's remaining RHNA. A total of 38 housing units can be theoretically possible within these parcels (see Exhibit 3).
- *Newly Identified Sites for Mixed-Use development (Planning areas 1 - 13).* The city has vacant land zoned R-E, R-I, S-F, PUD, or R-M and has identified a number of appropriately zoned sites that currently underutilized and are suitable for redevelopment. The mixed-use development could be a combination of commercial and residential uses within the same parcel and/or structure. A total of 90 acres of land have been identified as a candidate for mixed-use change in the applicable general plan land use and zoning designations. The specific development standards for mixed-use development would be defined as part of the City's upcoming 2014 General Plan update and Zoning Ordinance revision. A total of 1,603 housing units would possible if all properties included in the mixed-use designation were developed at densities of 24 du/ac and 30 du/ac, respectively (see Exhibit 4).

Additionally, as part of the Housing Element, the City would create a newly established Emergency Shelter Overlay Zone that would be applied to the area bounded by Beverley Boulevard on the north, Tobias Avenue on the west, the San Gabriel River channel on the east, and the Burlington Northern and Santa Fe (BNSF) railroad right-of-way on the south. At a minimum, the applicable zoning would permit the development and operation of an emergency shelter that would accommodate the City's identified need for emergency shelters. See Exhibit 5 for a map of Emergency Shelter Overlay Zone.

f) Resources to Meet Housing Needs

A variety of potential funding sources are available to finance housing activities in Pico Rivera. In previous years, the primary source of funds for affordable housing activities in Pico Rivera was the Redevelopment Agency housing set-aside fund. The City of Pico Rivera Redevelopment Agency was dissolved as of February 1, 2012, and the City selected the Pico Rivera Housing Assistance Agency to be the Successor Agency responsible for all enforceable obligations owed. For the 2014-2021 planning cycle, the City is investigating new funding sources to continue administering its existing programs. Federal, State, county, local and private potential financial resources available for housing activities, identified by the City are listed in Financial Resources Available for Housing Activities Table 6-9, in the 2014-2021 Housing Element.

g) Housing Plan

The Housing Plan section of the Element establishes the goals, policies, and programs that would guide City decision-making on housing issues. The goals, policies, and programs of the Housing Plan are intended to promote the production of housing, and therefore, may result in the direct or indirect environmental impacts based on the nature of residential development. The goals and policies of the Housing Plan are:

Goal 1: Preserve and improve existing housing

Policy 1.1: Encourage the maintenance and repair of the City's housing stock through code enforcement and rehabilitation programs.

Policy 1.2: Preserve the integrity of the existing single-family neighborhoods in the community.

Goal 2: Encourage access to opportunities for affordable housing

Policy 2.1: Support and promote the creation of new opportunities for affordable housing.

Policy 2.2: Cooperate with private and public sector entities in identifying strategies that will be effective in the development of new affordable housing.

Policy 2.3: Promote and support those programs that will assist lower-income households in the purchase of their homes.

Goal 3: Ensure an adequate supply of housing for households with special needs

Policy 3.1: Cooperate with housing providers and developers to promote the development of housing to accommodate those households with special needs.

Policy 3.2: Pursue the feasibility of providing additional senior housing opportunities in the City.

Policy 3.3: Recognize the basic shelter needs of homeless persons.

Goal 4: Provide adequate sites to meet the existing and future housing needs of the City

Policy 4.1: Support the development of higher density housing along selected arterial corridors as a means to accommodate the City's projected housing need.

Policy 4.2: Establish a mixed-use overlay zone and increase minimum density in identified areas to meet the City's housing need.

Goal 5: Remove Governmental Constraints

Policy 5.1: Continue to support changes to the City's Zoning Ordinance as a means to streamline the development process.

Policy 5.2: Continue to support reduced fees and/or development standards for those developments that meet the criteria for being affordable.

Policy 5.2: Continue to encourage the use of energy-saving technology in the design and construction of new housing.

Goal 6: Promote Equal Housing Opportunities

Policy 6.1: Continue to promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color or the presence of disabled persons.

Policy 6.2: Continue to promote greater awareness of tenant and landlord rights.

The Housing Element includes various implementation programs to meet the provision of its goals and policies. Programs that promote housing and are key for the environmental analysis include the following:

Program 7 - Section 8 Rental Assistance

Program Objective: Continue to provide assistance to households through the Section 8 program and encourage rental property owners to register their units with the City. The Housing Division will continue to monitor the number of residents accessing the program and units available for rent.

Program 11 – Emergency Shelter, Transitional and Supportive Housing Program

Program Objective: Ensure that the housing need of all residents is met by providing opportunities for transitional and supportive housing, emergency shelters, and SRO units to be accommodated within the City. Prioritize available incentives for extremely low-income households.

Program 12 – Development of Housing for Large Households

Program Objective: Ensure that the housing need for large households is met by prioritizing available incentives for large households.

Program 13 – Development of Second Units

Program Objective: Encourage the development of second units.

Program 14 – Provision of Adequate Sites for Housing Development

Program Objective: Provide appropriate land use designations/classifications and maintain an inventory of suitable sites for residential development. Make the vacant and underutilized residential sites inventory available on the City's website to non-profit and for-profit housing developers.

Program 15 - Lot Consolidation

Program Objective: Encourage lot consolidation of smaller parcels to accommodate projects including a minimum of 16 units to at least 30 dwelling units per acre or higher.

Program 17 - Density Bonus

Program Objective: Inform and encourage developers to utilize the density bonus program by promoting the program on the City's website and by offering Staff assistance at City Hall.

Program 22 – Reasonable Accommodation for Persons with Disabilities

Program Objective: Administer the Housing Rehabilitation Loan and Grant Program to assist households with persons with disabilities with architectural modifications to their homes and continue to implement the provisions of the California Americans with Disabilities Act (Cal ADA). Provide information in public places regarding the City's reasonable accommodation ordinance and the Housing Rehabilitation Loan and Grant Program.

Program 23 – Fair Housing

Program Objective: Continue to assist households and refer fair housing complaints to the Southern California Housing Rights Center.

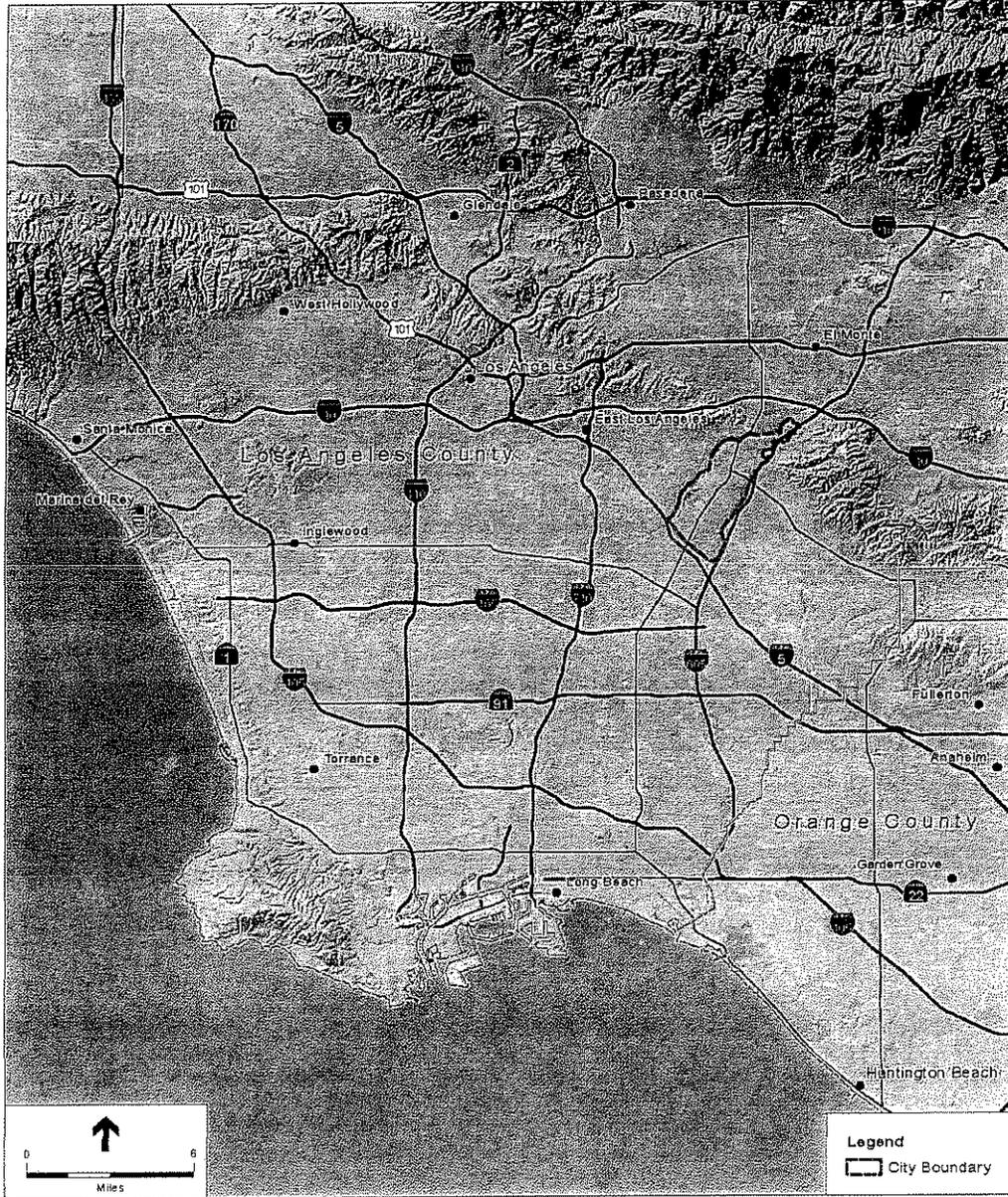
3. Required Approvals:

The State of California, Department of Housing and Community Development will review the Housing Element for compliance with State law and indicate whether the adopted Element can be certified as in compliance (Sections 65580-65589.9 of the Government Code). The Housing Element will be reviewed and adopted by the Pico Rivera Planning Commission and City Council prior to certification.

4. Other public agencies whose approval is required:

The State of California, Department of Housing and Community Development will review the Housing Element for compliance with State law and indicate whether the adopted Element can be certified as in compliance (Sections 65580-65589.9 of the Government Code). The Housing Element would be reviewed and adopted by the Pico Rivera Planning Commission and City Council prior to certification.

Exhibit 1: Regional Location



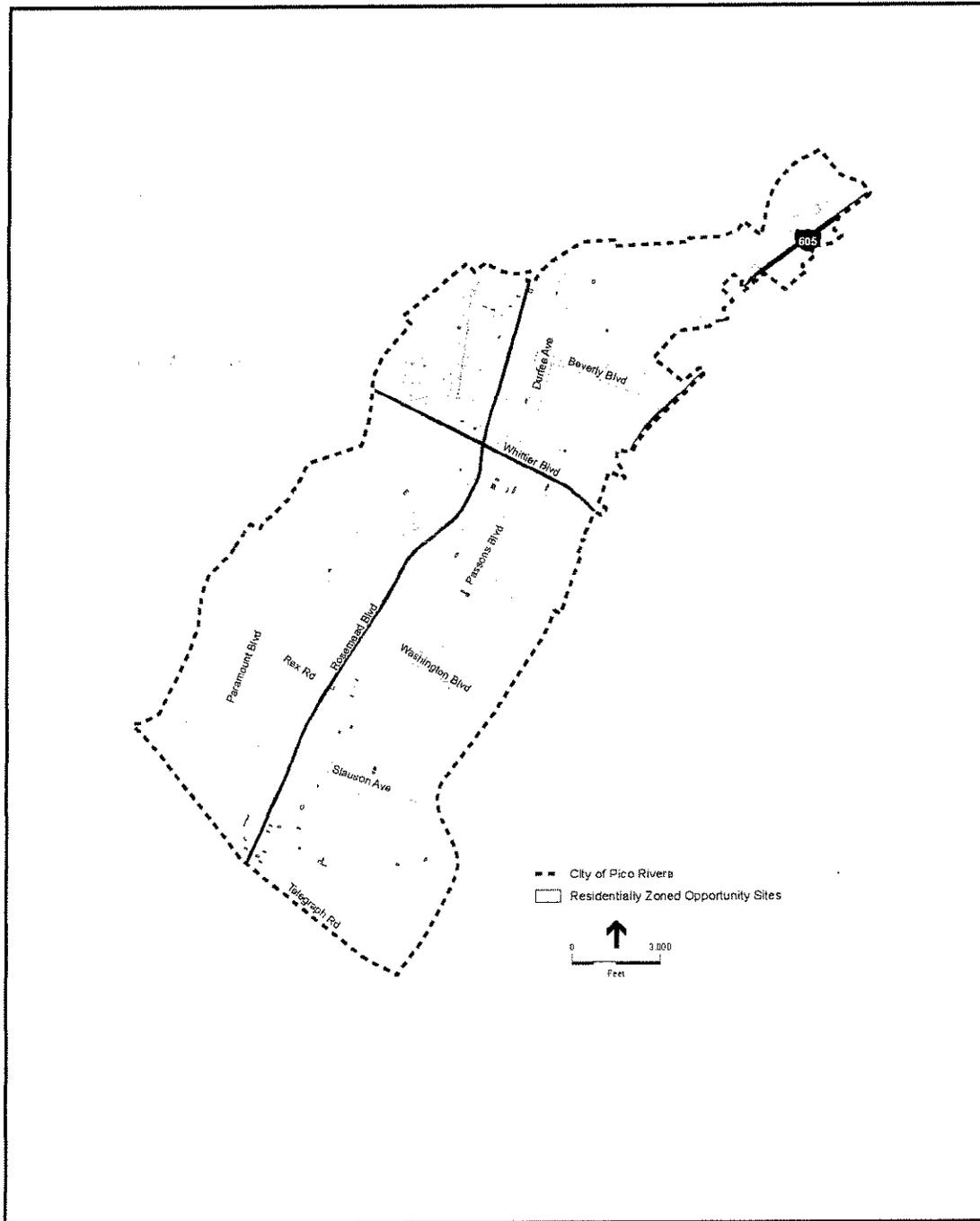
-This Page Intentionally Left Blank-

Exhibit 2: City of Pico Rivera



-This Page Intentionally Left Blank-

Exhibit 3: Residentially Zoned Opportunity Sites



-This Page Intentionally Left Blank

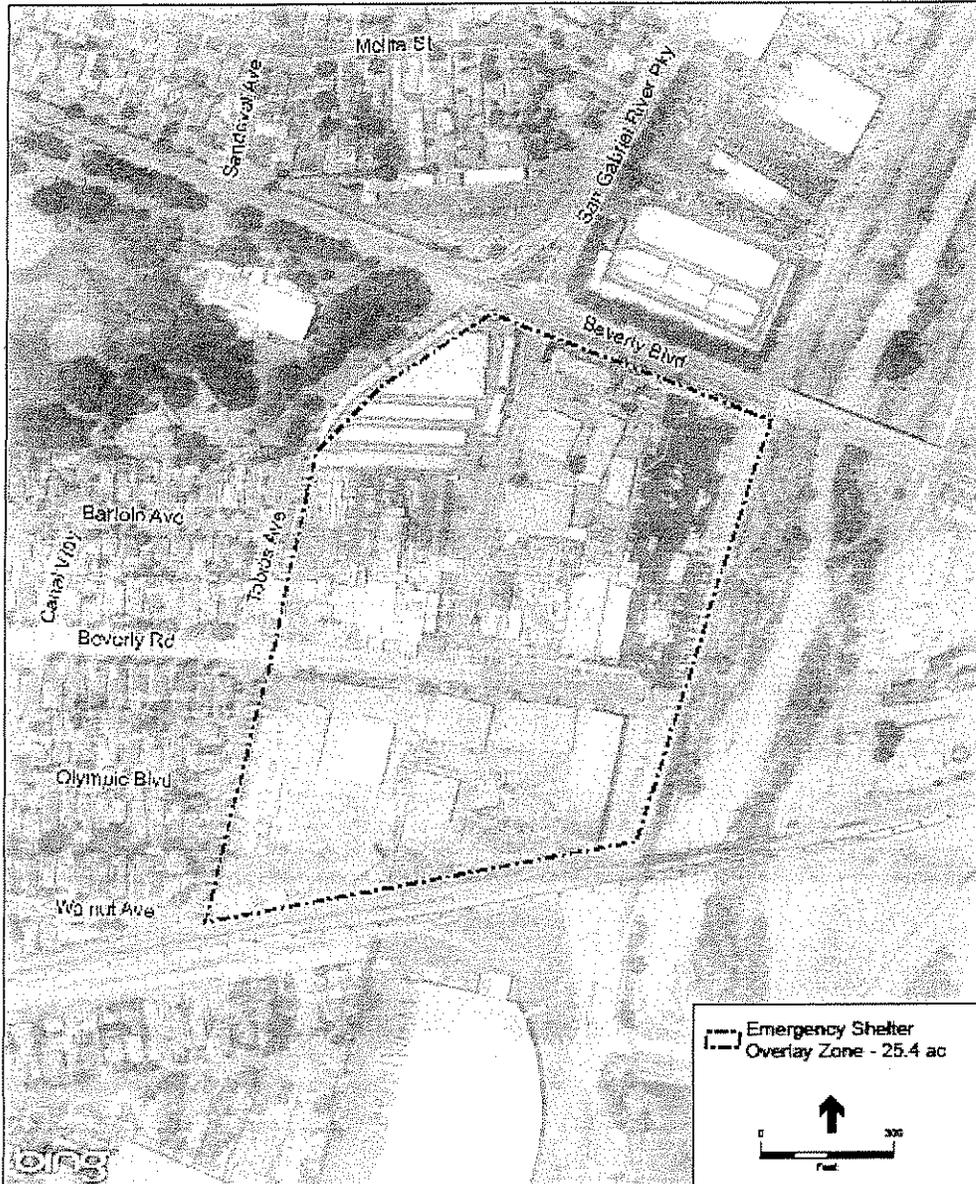
Exhibit 4: Rezoned Residential Opportunity Sites



Source: ESA, 2013

-This Page Intentionally Left Blank-

Exhibit 5: Emergency Shelter Overlay Zone



-This Page Intentionally Left Blank-

SECTION II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist in Section III.

- | | |
|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Land Use and Planning |
| <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Mineral Resources |
| <input checked="" type="checkbox"/> Air Quality | <input checked="" type="checkbox"/> Noise |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Population and Housing |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Utilities & Service Systems |
| <input type="checkbox"/> Hydrology & Water Quality | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated". An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

Signature: _____
 Ben Martinez Director Community & Economic Development Department

Date: _____

-This Page Intentionally Left Blank-

SECTION III. INITIAL STUDY CHECKLIST AND ENVIRONMENTAL EVALUATION

This section analyzes the potential environmental impacts which may result from the proposed project. For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and answers are provided according to the analysis undertaken as part of the Initial Study. They outline the following issues:

1. Aesthetics
2. Agriculture Resources
3. Air Quality
4. Biological Resources
5. Cultural Resources
6. Geology and Soils
7. Greenhouse Gas Emission
8. Hazards and Hazardous Materials
9. Hydrology and Water Quality
10. Land Use and Planning
11. Mineral Resources
12. Noise
13. Population and Housing
14. Public Services
15. Recreation
16. Transportation and Traffic
17. Utilities and Service Systems
18. Mandatory Findings of Significance

The analysis considers the project's short-term impacts (construction-related), and its operational or day-to-day impacts. For each question, there are four possible responses. They include:

1. **No Impact.** Future development arising from the project's implementation will not have any measurable environmental impact on the environment and no additional analysis is required.
2. **Less Than Significant Impact.** The development associated with project implementation will have the potential to impact the environment; these impacts, however, will be less than the levels or thresholds that are considered significant and no additional analysis is required.
3. **Potentially Significant Impact Unless Mitigated.** The development will have the potential to generate impacts which will have a significant effect on the environment; however, mitigation measures will be effective in reducing the impacts to levels that are less than significant.
4. **Potentially Significant Impact.** Future implementation will have impacts that are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

1. AESTHETICS.

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Response:

(a): The city of Pico Rivera, which is located in southeast Los Angeles County, is an urban environment. The General Plan does not identify any scenic vistas or scenic resources within the city but there are parts of the city, particularly in the northeast, that have views of the San Gabriel mountains. Future development under the Housing Element would include in structures that could potentially affect scenic vistas however; housing would not be built in areas anticipated to block public view corridors that overlook the mountain range. Therefore, the adoption of the Housing Element and subsequent implementation would not have adverse effects on scenic vistas. Impacts would be less than significant.

(b): There are no scenic highways within the city boundaries. No impact would occur.

(c): The adoption of the updated Housing Element would not in itself substantially degrade the existing visual character or quality of the city and its surroundings. Development pursuant to the Housing Element would not adversely affect existing visual character of the proposed housing opportunity areas due to the general requirements of the design review process, which would ensure that new developments would respect the aesthetic value of the site and surrounding character. No adverse impact on aesthetic resources would occur. Impacts would be less than significant.

(d): The adoption of the updated Housing Element would not itself create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. Issues related to substantial light and glare resulting from the anticipated future growth and development would be considered at the development review stage to ensure that the visual character and quality of sites is maintained either through zoning code requirements and/or the City's Design Review Board. Impacts related to aesthetic resources would be less than significant.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
2. AGRICULTURE RESOURCES. Would the project:				
b. Conflict with existing zoning for agricultural use or a Williamson act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a and b): The city of Pico Rivera is an urbanized area that is mostly built out with only infill development potential. There are no agricultural lands within the city boundaries. The United States Department of Agriculture, Soil, Conservation Survey for Los Angeles County indicates that the city is located in an area of alluvial fans, plains, and terrace, a soil association that is not considered to be a prime farmland soil. Further, as shown by the California Department of Conservation Los Angeles County Information System, no Williamson Act contracts or other agriculture preserve contracts are active on the proposed housing opportunity areas. No impact would occur.

(c and d): The General Plan does not identify any protected national or State forest areas within the city or its sphere of influence. According to the Land Cover data maps provided by the California Department of Forestry and Fire Protection, the proposed housing opportunity areas are not zoned or designated as woodland, timberland or forest areas, therefore any proposed zone changes or future development identified within the housing opportunity locations would not have an impact on forest land or timberland. No impact would occur.

(e): As mentioned above, with respect to agricultural areas and forest lands no impact would occur.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
3. AIR QUALITY. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Create objectionable odors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a): The city of Pico Rivera is located within the South Coast Air Basin, which covers a 6,600-square-mile area within Orange County, non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. Air quality in the basin is monitored by the South Coast Air Quality Management District (SCAQMD) at various monitoring stations located throughout the area.

Measures to improve the regional air quality are outlined in the SCAQMD's Air Quality Management Plan (AQMP). The California Air Resources Board (CARB) has primary oversight regarding vehicle related emissions. In a joint effort, SCAQMD and CARB adopted the 2012 AQMP, creating policies and programs to address regional air quality. The plan builds upon the approaches taken from the 2007 AQMP for the South Coast Air Basin.

The RHNA housing need represents a mandate required by the State of California as part of the RHNA's implementation. The City is obligated under State law to fulfill the RHNA requirements that been assigned to the City. As part of the RHNA's development, Southern California Association of Government (SCAG) relied on growth projections developed as part of the Regional Transportation Plan (RTP). The South Coast Air Basin has experienced poor air quality because of the area's topography as well as metrological influences that often lead to the creation of inversion layers that prevent the dispersal of pollutants. During the mid-20th century, the South Coast Air Basin experienced the worst air pollution in the nation which gave rise to the various air quality improvement strategies. However, improvements of the region's air quality has been largely due to the elimination of many stationary emission sources, more stringent vehicle emissions controls, and new regulations governing activities that contribute to air pollution (such as open-air fires). The primary criteria pollutants that remain non-attainment in the local area include PM 10, PM2.5 and Ozone.

The Housing Element proposes a population growth of an estimated 1,639 units or 6,179 residents based on identified housing opportunity areas.¹ The projected long-term growth in the city is a small percentage of growth (approximately one percent), when compared to the region at large and within the entire South Coast Air Basin (where regional growth is anticipated for Los Angeles County to increase by 626,000 by 2020). Therefore, population growth supported by the Housing Element does not significantly conflict with growth forecasts developed for the RTP.

Based on the analysis presented above, the project would not conflict with the AQMP, less than significant impacts would occur.

(b): The project would not result in direct development. The remaining housing need of 1,639 units represents a mandate required by the State of California as part of the RHNA's implementation. The City is obligated under State law, to ensure that certain governmental constraints (including land use controls) are removed so that the unmet housing need may be accommodated. As part of the RHNA's development, SCAG relied on growth projections developed as part of the RTP. These growth projections were evaluated, including the attendant air quality impacts, in the environmental studies prepared for the both the RHNA and the RTP. The Pico Rivera Housing Element would not introduce any additional impacts beyond that previously analyzed. As a result, the impacts are considered to be less than significant.

(c): As noted above, the SCAB is designated a non-attainment area for ozone, PM_{2.5} and PM₁₀. The future development of residential units would contribute criteria pollutants to the area during short-term project construction as well as daily operation. The following General Plan objective and policies have been adopted to minimize air quality impacts associated with development activity:²

Objective A-1: Achieve and maintain reductions in the amount of local air emissions by participating in a regional approach to improve air quality.

Policy A.1.1: Coordinate local air quality improvement efforts with those within southeast Los Angeles County and the region.

Policy A.1.2: Provide for a diverse and efficient ground transportation system that minimized air pollutant emissions.

Policy A.1.3: Maintain a pattern of land use which can be efficiently served by a diversified transportation system and which directly and indirectly minimizes air pollutants.

Policy A.1.4: Minimize particulate emissions from the construction and operation of roads and buildings.

Policy A.1.5: Provide a reduction in overall emission through decreased energy consumption.

Policy A.1.6: Encourage technological advances and changes in business and industry which serve to improve regional air quality.

¹ Total population (6,179) = city of Pico Rivera average person per household (3.77) * number of identified additional housing units in the Housing Element (1,639).

² This objective and policies are currently adopted in the 1993 General Plan. The proposed General Plan update would address air quality impacts and be consistent with this objective and policies.

Residential development facilitated by the Housing Element pursuant to adopted General Plan land use policies can be expected to contribute to increases in pollutant loads throughout the basin. The long-term air pollutant emissions associated with the residential development are expected to be significant. Air pollutant emissions associated with new vehicle trips and stationary sources would result in emissions levels that exceed the thresholds established by the SCAQMD for particulate matter less than 10 microns in size (PM10). PM10 results primarily from dust and fume-producing industrial and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities such as wind-raised dust and ocean spray. Residential development does not contribute to PM10 in this manner. Furthermore, depending on the nature of each individual proposed residential project, cumulative air quality impacts would be addressed in supplemental environmental documentation. Impacts would be less than significant.

(d): Sensitive receptors include children, the elderly, pregnant women, and those with existing health problems that are affected by air pollution.³ The project promotes development of housing for sensitive receptors. The sites identified in the housing opportunity areas as well as development in the proposed Emergency Shelter Overlay would allow for the potential development of a substantial amount of multi-family homes or an emergency shelter in close proximity to the railroad, BNSF, a major emitter of air toxics including diesel particulates, oxides of nitrogen, carbon monoxide, fine particulates, and other air pollutants.⁴ To ensure future development would not be exposed to substantial concentrations of diesel emissions, Mitigation Measures MM AQ-1 through AQ-3 would be imposed for the proposed Housing Element, as set forth below.

Mitigation Measures

MM AQ-1 For all residential projects proposed adjacent to the BNSF railroad in the sites for rezoning program, an air quality study shall be prepared to determine the most effective buffering technique to ensure the exterior living areas are not exposed to substantial pollutant concentrations from the railroad. Appropriate buffering shall be incorporated into the tentative subdivision map or other form of site plan submitted for approval by the City of Pico Rivera.

MM AQ-2 All housing sites shall include air filtration systems designed to have a Minimum Efficiency Reporting Value (MERV) of 13 as indicated by the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 52.2. The air handling systems shall be maintained on regular bases per manufacturers recommendations by a qualified technician employed or contracted by the project proponent. Operation and maintenance of the system shall ensure that it performs at or above the minimum reporting value.

MM AQ-3 Any development within the Emergency Shelter Zone shall be designed and sealed with inoperable windows combined with HVAC systems in Mitigation Measure AQ-2.

With implementation of the Mitigation Measures above, the project would result in less than significant impacts related to sensitive receptors.

(e): The project would not directly result in the creation of objectionable odors. There are no significant impacts associated with the creation of objectionable odors resulting from the proposed development of the City's vacant or underutilized residentially zoned lands. The project is a policy document related to the provision of housing,

³ California Air Resources Board. Air Quality and Land Use Handbook: A Community Health Perspective. April 2005. p.1.

⁴ California Air Resources Board. Air Quality and Land Use Handbook. A Community Health Perspective. April 2005. p.A-3.

which is not generally a use that produces objectionable odors. No impact would occur.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
4. BIOLOGICAL RESOURCES. Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources? (i.e. tree preservation ordinance).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a): The majority of the potential development sites have been previously developed, and plant life is limited to non-native, introduced, and ornamental species used for landscaping. There are no sensitive or endangered animal or plant species within the city. The housing opportunity areas are completely surrounded by man-made improvements. Animal life within the opportunity sites and the surrounding area consist of a species commonly found in an urban setting. The Department of Fish and Game’s Natural Diversity Database (CNDD) was reviewed to determine the presence of sensitive or endangered animal and plant species within the vicinity of the proposed project. The database indicated a sighting of the San Diego Horned Lizard along the Los Angeles River channel in Compton (in the 1930s) and a second occurrence in the Whittier Narrows area. Other sensitive species, found more than twelve miles to the northeast in Montebello Hills, include the California gnatcatcher, golden eagle, bank swallow, rufous-crowned swallow, loggerhead shrike, coastal cactus wren northern harrier, sharp shinned

hawk, Cooper's hawk, and Vaux's swift. These species are not expected to migrate to the housing opportunity areas due to lack of suitable habitat in the area, and the nature and extent of existing development. As a result, adoption of the Housing Element adoption and subsequent implementation would result in less than significant impacts related to candidate, sensitive, or special status species.

(b): The Housing Element would not in itself have a substantial effect on any riparian habitat or sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. None of the housing opportunity sites are near riparian habitat or sensitive natural community resources. As a result, the adoption of the Housing Element adoption and subsequent implementation would result in less than significant impacts.

(c): The city is fully urbanized and no natural wetland habitat is found within the housing opportunity sites. While the Rio Hondo River is identified as a blue-line stream of the United States Geological Survey (USGS) Quadrangle for the area, it is channelized and concrete-lined. There is no natural riparian habitat found within this segment of the river. Portions of the San Gabriel River contain riparian habitat, though none of the proposed housing opportunity areas are located in these areas. Furthermore, according to the published USGS topographic maps, no other blue line streams are within the city. Therefore, adoption of the Housing Element adoption and subsequent implementation would result in less than significant impacts.

(d): As indicated above, the city is fully developed with no natural or native vegetation remaining. Also, no natural open space areas are located in the city that serves as animal migration corridors. The city of Pico Rivera is surrounded by urban development. Impacts would be less than significant.

(e): The City does not have a tree protection ordinance. No locally designated species are found within the housing opportunity areas or surrounding areas. A number of mature trees are found within the opportunity sites, though none of these trees appear to be significant or considered "heritage" trees, or trees that are awarded special status due to their age, size, rarity or other factors. Thus, no impact to local policies and programs related to resource management or tree preservation is expected with the adoption or implementation of the proposed Housing Element.

(f): The city is not located within an area governed by a Habitat Conservation or Community Conservation Plan. As a result, no impacts on local, regional, or state habitat conservation plans would result from the adoption and subsequent implementation of the proposed Housing Element.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
5. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines 5064.85?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines 5064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response:

(a): Historic structures and sites are defined by local, State, and Federal criteria. A site or structure may be historically significant if it is locally protected through a local general plan or historic preservation ordinance. In addition, a site or structure may be historically significant according to State or Federal criteria even if the locality does not recognize such significance. The State, through the State Historic Preservation Office (SHPO) also maintains an inventory of those sites and structures that are considered to be historically significant. Finally, the U.S. Department of Interior has established specific guidelines and criteria that includes the manner in which a site, structure, or district is to be defined as having historic significance in the determination of its eligibility for listing on the National Register of Historic Places. There are no historic structures or significant sites within the city boundaries listed on the Federal Register or on any site on local register.⁵ Thus, the implementation of the Housing Element and subsequent implementation would not cause any significant adverse impacts on any historic site or other historic structures.

(b): A map and records search conducted by the UCLA Institute of Archaeology identified two prehistoric sites, in the northern portion of the city. The majority of the potential development sites in the city were previously disturbed and no archaeological resources were reported during previous grading and excavation activities in the area. However, depending on excavation depths and other grading activities that could occur during development of individual housing projects, there is still a potential for subsequent projects to affect archaeological resources. While it is unlikely that archeological and paleontological sites would be found since a majority of the sites having been previously developed, the following mitigation measure will ensure that impacts related to archaeological resources are less than significant.

Mitigation Measure

MM CR-1 If currently unknown resources are discovered during grading or demolition, such activity shall be halted or diverted away from the affected area of the project site, until a qualified archaeologist can

⁵ California Department of Conservation. State Office of Historic Preservation. 2013.

examine the archaeological resources to determine their significance. If the find(s) are determined to be significant, the archaeologist shall provide recommendations regarding the collection, documentation, and disposition of the archaeological resources and shall provide recommendations on whether the remainder of the site that has not yet been disturbed should be monitored.

(c): The project would not directly or indirectly destroy a unique paleontological resource or unique geologic feature as it is a policy document without a proposal for development. The project promotes residential development to meet the City's RHNA that would include development on primarily developed sites. In regards to the housing opportunity sites, particularly in the northeast most portion of the city, the potential for paleontological resources in the area is considered low due to character of subsurface soils (recent alluvium) and the lack of disturbance associated with the aforementioned past development in the city.⁶ Furthermore, as with all construction in the city, should any be discovered on future development sites, the applicant is required to comply with the provisions set forth Section 15064.5 of Title 14, Chapter 3 of the California Code of Regulations (CEQA Guidelines), which states the rules for analysis of historical resources and archaeological resources, as well as limits on the cost of mitigating archaeological resources. Impacts would be less than significant.

(d): No known sites likely to contain human remains have been identified. In the event that human remains are discovered during development of any site, the project proponent will be required to comply with the State Health and Safety Code 7050.5, which prohibits further disturbance until the county coroner has made a determination of the origin and disposition pursuant to Public Resources Code 5097.98. The county coroner must be notified immediately of the find. If the remains are determined to be prehistoric, the coroner is required to notify the Native American Heritage Commission (NAHC), which would determine and notify a Most Likely Descendant (MLD). With the permission of the owner of the land or his/her authorized representative, the descendant may inspect the site of the discovery. The descendant shall complete the inspection within 24 hours of notification of the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Mandatory compliance with the State Health and Safety Code requirements would ensure that this impact is less than significant.

⁶ City of Pico Rivera. General Plan, Environmental Impact Report. Page V-26. 1993.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
6. GEOLOGY AND SOILS.				
Would the project:				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the California Building Code (2001), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a1 through a3): The adoption of the updated Housing Element would not in itself expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction and landslides. According to the State Department of Conservation, Department of Mines and Geology, there are no areas within the city of Pico Rivera that are delineated on Alquist-Priolo Earthquake fault zone. However, the Los Angeles Basin is crisscrossed by numerous regional earthquake faults, several of which lay in the vicinity of Pico Rivera. While most of these faults are inactive, a few result in occasional earthquakes. Those faults most likely to impact the city as a result of seismic activity include the San Andreas, the Sierra Madre, and the Raymond Hills faults. The primary seismic hazards associated with earthquakes are ground rupture and ground shaking. The extent of both and accompanying levels of damage are dependent upon a number of factors including magnitude of the event, distance from the epicenter, and underlying soil conditions. In addition, ground shaking can induce several seismic hazards that may result in damage. These include liquefaction, differential settlement, landslides, and seiching. The central portion of the city and the Whittier Narrows Dam area has medium liquefaction

potential, while the remainder of the city has low liquefaction potential. While the potential for differential settlement, landslides, and seiches exist within Pico Rivera, given soil, topographic and other conditions, their likelihood and potential severity are generally limited. Parcels identified in the sites inventory were compared with all hazards maps included in the City's Safety Element; none were found to be within areas that have development restrictions due to risk of damage from disasters (such as floods, wildfires, or seismic events). The sites inventoried have a land use designation that was determined based on surrounding land uses and has already examined potential environmental constraints.⁷

The California Building Standards Code, adopted by the City, regulate the design and construction of foundations, building frames, retaining walls, excavation, and other building elements. A key objective of this code is to mitigate the effects of seismic shaking and adverse soil conditions. Thus the adoption and subsequent implementation of the Housing Element would not expose people or structures to potential or substantial adverse effects involving rupture of a known earthquake, strong seismic ground shaking, or seismic-related ground failure.

(a4): Landslides are not considered a potential hazard since the city of Pico Rivera has a relatively flat topography with no steep hills or slopes. No impacts related to landslides would occur.

(b): The project would not directly result in soil erosion or loss of topsoil as no development is proposed. Residential development proposed in accordance with the project may result in soil erosion and loss of top soil. Standard erosion-control practices during construction, including compliance with the National Pollution Discharge Elimination System (NPDES) permitting process and the use of Best Management Practices (BMP), would reduce potential impacts to a level of less than significant. Impacts due to soil erosion would be less than significant after implementation of required erosion-control practices.

(c): The adoption of the updated Housing Element would not in itself result in projects that would be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or offsite landslide, lateral spreading, subsidence, liquefaction or collapse. The State Division of Mines and Geology designated all areas within the city a liquefaction zone, which would require geotechnical reports for potential construction projects. Per Public Resources Code Section 2693(c), individual development geotechnical/soils reports would include measures to reduce seismic risk to acceptable levels to address potential impacts related to liquefaction. Compliance with the government code would reduce potential impacts to a less than significant level.

(d): The adoption of the updated Housing Element would not in itself result in the projects that would be located on expansive soils, creating substantial risk to life or property. All of the soil types in Pico Rivera can be compacted to a degree that does not hinder site development. By adhering to accepted soils engineering and grading practices, the risk of settlement for future development proposed in the Element would be reduced to less than significant levels. Therefore, impacts related to expansive soils from the proposed project would be less than significant.

(e): The City of Pico Rivera is an urban area that is served by a sanitary sewer system. Future development would be required to connect with the existing sanitary sewer system. As a result, no impacts associated with the

⁷ City of Pico Rivera. 2014-2021 Housing Element update. May 2013.

use of septic tanks would occur as part of the Housing Element's adoption and subsequent implementation.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
7. GREENHOUSE GAS EMISSION.				
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response:

(a): Atmospheric gases, which allow solar radiation into the atmosphere but prevent heat from escaping, thus warming the Earth's atmosphere, are often referred to as greenhouse gases. Greenhouse gases (GHGs) are released into the atmosphere by both natural and anthropogenic (human) activity. The principal greenhouse gases resulting from anthropogenic activity that enter and accumulate in the atmosphere are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated gases such as hydrofluorocarbons. The accumulation of these gases in the atmosphere at levels in excess of natural activity levels increases the Earth's temperature and result in changing climatic conditions in different parts of the planet, including California.

Future residential development in Pico Rivera would be designed and constructed in accordance with the provisions of the Municipal Code and the land use policies of the General Plan. The proposed Housing Element does not change any land use policy or any building regulations that would raise or otherwise change development levels that could contribute to an increase in greenhouse gases.

The 2010 California Building Code regulations, adopted by Pico Rivera in December 2010, would further increase energy efficiency in new residential buildings, which includes standards that would result in reductions in total energy demand; thereby reducing the level of GHG emissions generated from coal, natural gas, and oil-based energy sources. The Housing Element is designed to be in compliance with the all General Plan implementation measures related to GHG, as well as the standards set forth in the 2010 Building Code. In addition, housing development that would occur under the Housing Element would be subject to subsequent environmental analysis to ensure that the sites are in compliance with State laws regulating GHG. Impacts and that their GHG contributions would be less than significant.

(b): A variety of standards and regulations have been passed in California since the 1970s that either directly or indirectly affect greenhouse gas emissions and climate change. Of those regulations, Assembly Bill 32, the California Climate Solutions Act of 2006 (AB 32), is considered the most important legislation designed to decrease greenhouse gas emissions in California history. AB 32 requires that statewide greenhouse gas emissions be reduced to 2000 levels by the year 2010, 1990 levels by the year 2020, and to 80 percent less than 1990 levels by year 2050. These reductions would be accomplished through an enforceable statewide cap on greenhouse gas emissions that will be phased in starting in 2012. In 2008, Senate Bill 375 (SB 375) was adopted to implement AB 32 goals for reduction of transportation-based GHG emissions through the direct linkage

between regional transportation and land use/housing planning.

As discussed in Section 3(a) above, the housing opportunity locations identified in the updated Housing Element are located in areas with existing development where jobs and services are available and primarily along major transit corridors. As such, the targeted housing sites would help achieve the goals of reducing vehicular trips and thereby help reduce total vehicular-based GHG emissions. The 2014-2021 Housing Element is consistent with AB 32, SB 375, and other plans or programs that have been adopted to achieve those legislative mandates. In addition, the City is participating with the SCAG RTP and Sustainable Communities Strategy (SCS) in the development of the region-wide SCS to implement SB 375 by reducing vehicular-based GHG emissions. In Pico Rivera these strategies include, compressed work week for City employees, bus passes sold at City Hall, bicycle and pedestrian improvements, safe routes to school, and traffic signal synchronization. The adoption of the Housing Element would be in compliance with City's General Plan and Municipal Code and would not conflict with applicable plans, policies, or regulation related to greenhouse gas. Impacts would be less than significant.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
8. HAZARDS AND HAZARDOUS MATERIALS:				
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a): The adoption and implementation of the updated Housing Element would not involve the routine transport, use, or disposal of hazardous materials. Residential development is characterized by the use of common hazardous materials and household hazardous wastes (HHW) such as paints and motor oil. Impacts would be less than significant.

(b and d): The project does not have the potential to release hazardous materials into the environment. Government Code Section 65962.5 requires the State of California Department of Toxic Substance Control

(DTSC) to maintain a list of known sites that contain hazardous waste and substances (Cortese List). On April 29, 2013, the City consulted the Cortese List; none of the proposed residential sites identified in residential development opportunity areas in the Element were on the DTSC Hazardous Waste and Substances Site List. Furthermore, residential development is not typified by the use of hazardous materials or wastes. Impacts would be less than significant.

(c): Implementation of the Housing Element could result in development within one quarter mile of a school. However, because residential development is not a use that involves substantial hazardous materials or wastes the project would not result in emission of hazardous materials within one-quarter mile of a school. Impacts to schools would be less than significant.

(e and f): The city of Pico Rivera is not located within an airport land use plan nor is it within two miles of a private airstrip. No impact would occur.

(g): The city of Pico Rivera adopted a Standardized Emergency Management System/National Incident Management System (SMES/NIMS) Emergency Response Plan in 2007. The plan provides an overview of operational concepts that identify components of the City's emergency management organization and describes the overall responsibilities of the federal, state, and county entities for protecting life and property assuring the overall well-being of the population in the event of a city-wide emergency. Adoption and implementation of the Housing Element would be consistent with the Emergency Response Plan. Future development consistent with the General Plan would be subject to the requirements of the Emergency Response Plan. Accordingly, no interference with an emergency response or disaster plan is anticipated. Impacts related to adoption of the Housing Element and subsequent implementation to an emergency response plan would be less than significant.

(h): There are no wild lands in the city of Pico Rivera. Therefore the Housing Element would not in itself expose people or structures to a significant risk of loss, injury or death involving wildland fires. No impacts would occur.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
9. HYDROLOGY AND WATER QUALITY.				
Would the project:				
a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a and f): The project does not involve any development activity and thus would not directly violate water quality or discharge standards. Any development proposed pursuant to the Housing Element policy would be required to comply with water quality standards and waste discharge regulations set forth by the Regional Water Quality Control Board (RWQCB). No industrial wastewater discharges would be associated with the residential uses

anticipated under the Housing Element's implementations. The majority of the potential development sites are currently paved or covered over with impervious surfaces, which could lead to the presence of debris, leaves, soils, oil/grease, and other pollutants being transported into the storm drains on site. Given the developed character of the potential development sites, there is likely to be an improvement in the quality of storm water runoff. Future development projects consisting of five or more acres in land would be required to comply with the NPDES requirements. This includes retaining storm water from the impervious areas created by the project and allowing it to recharge into the ground. By retaining the water onsite, there would be no violations to water quality standards, no additional impact to the storm water system from potential residential development. Impacts due to water quality would be less than significant after compliance with NPDES permitting.

(b): The project is designed to promote the development of housing to meet the City's RHNA. An increase in local population resulting from housing development has the potential to increase demand on water resources, which would result in additional demand in groundwater supplies. The Water Replenishment District of Southern California (WRD) is responsible for maintaining groundwater levels and ensuring acceptable groundwater quality. The WRD established its Groundwater Contamination Prevention Program as a key component of the Groundwater Quality Program in an effort to minimize or eliminate threats to groundwater supplies. The potential development sites are scattered throughout the city and the majority of the sites are served by existing infrastructure. Once specific development sites are slated for development, the City would determine the nature and extent of the required infrastructure as part of the development review and plan check process. As a result, the Housing Element's adoption and subsequent implementation would result in less than significant impacts on groundwater supply or interference with groundwater recharge.

(c and d): A majority of the potential development sites have already been developed and are largely covered over with impervious surfaces, including buildings, asphalt roadways, and parking areas. The housing opportunity sites have been previously graded and there is no natural course or patterns that would be altered or affected, either onsite or offsite. Compliance with NPDES requirements would ensure the project implements specific water quality CMPs to ensure no erosion or siltation as a result of project construction.

(e): There would not be a significant change in the amount of surface runoff volumes from the planning area due to the nature and extent of the existing impervious surfaces. There are no water bodies located within the areas where future residential development is contemplated or in the immediate vicinity that would be affected. The nature and extent of storm water runoff ultimately discharged into the existing storm drain system would not significantly change due to the amount of existing impervious surfaces found within potential development sites. Impacts would be less than significant.

(f): Majority of the identified housing opportunity sites are currently paved or covered with impervious surfaces. However, future development could lead to the presence of debris, leaves, soils, oil/grease, and other pollutants within the parking area onsite in the absence of mitigation. Under Section 402 of the Clean Water Act (CWA), all point source discharges of pollutants to waters of the United States (including lakes, rivers, wetlands, etc.) must be issued a NPDES permit. NPDES permits issued for point sources must contain measures for ensuring any discharges meet water quality-based provisions of Section 301 of the CWA. Discharges must meet an acceptable level of pollution control for that type of discharge, regardless of whether or not that level of control is specifically needed to protect the water body to which the discharge is directed. With implementation of these

regulation and other application requirements, impacts would be less than significant.

(g-h): The majority of the city of Pico Rivera used to be located within a designated AR flood hazard area as identified by the Federal Emergency Management Agency (FEMA). The AR zone was proposed and adopted after the U.S. Army Corp of Engineers (ACOE) determined that flood control systems serving the Los Angeles area were no longer sufficient in terms of protecting nearby areas from inundation by base flood scenario. In Pico Rivera, AR flood zone indicated there was a flood risk from the San Gabriel and Rio Hondo rivers. However, the ACOE completed upstream flood control improvements and the AR flood zone designation was removed. As a result, the Draft Housing Element would not result in the development of housing units within a 100-year flood hazards area. Thus, adoption and implementation of the Housing Element would have no impact relative to the risk to property and life resulting from construction within the 100-year flood zone.

(i): The entire city lies within the flood inundation area of the Whittier Narrows Dam. Flood risk for this structure under normal operation or as a consequence of an event such as an earthquake is classified as high by both the Corps of Engineers Dam Safety Action Classification System, and the Federal Emergency Management agency (FEMA) HAZUS program. However, the City has current design and construction practices and ongoing programs of reviews and modification in place to ensure safety of individuals from dam failure. All potential development that would occur as a result of the Housing Element would be subject to all City design and construction practices that protect people and buildings from dam failure. Thus, adoption and implementation of the Housing Element would have less than significant impacts in regards to exposing people or structures to a significant risk of loss as a result of a levee or dam.

(j): The city of Pico Rivera is approximately 22 miles east from the Pacific Ocean, and therefore would not be exposed to the effects of a tsunami. There are no dams, reservoirs or volcanoes that are located near the city that would present seiche or volcanic hazards. Additionally, there are no surface water bodies in the immediate area of the housing opportunity sites that would result in a potential seiche hazards. As such, no impacts from a seiche, tsunami, or mudflow would occur. Impacts would be less than significant.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
10. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a): The project does not establish any new roadway or other physical feature that would disrupt existing patterns of circulation or socialization within the community. The project is a policy document focused on facilitating preservation of the existing housing stock and accommodating new development to satisfy the RHNA. No impact would occur.

(b): The project is generally consistent with the City's General Plan and Zoning Ordinance and would not conflict with any policy, plan or regulation for the purpose of avoiding or mitigating an environmental effect. While the Housing Element does call for revisions to the Zoning Ordinance and General Plan, it does not impact policies or programs that are intended to avoid or mitigate an environmental effect. The housing opportunity areas have not been identified for the purpose of hazard avoidance. There would be no impact on any plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect.

(c): As previously indicated in 4(f), there is no adopted Habitat Conservation Plan, Natural Community Plan, or other Community Conservation Plan within Pico Rivera. No impact would occur.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

11. MINERAL RESOURCES.

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Response:

(a): Although the city is surrounded by river beds, there are no sand and gravel resources. The majority of alluvial sediments from the Rio Hondo and San Gabriel rivers are deposited at the foot of the San Gabriel Mountains, several miles north. By the time the river flow reaches Pico Rivera, there is little to no sediment in the water. While the San Gabriel Valley remains an important source of aggregate material, substantial mineral resources are not identified in Pico Rivera. Therefore, no impact would result.

(b): The City does not delineate any important mineral resources in its General Plan or any other plan. No impact would occur.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
12. NOISE. Would the project:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a through d): Because the project is a policy document, it will not directly expose persons to excessive noise levels or ground vibrations, or result in the creation of more noise. Residential land uses constructed pursuant to Housing Element policy are not common sources of excessive noise. The project would not directly contribute to noise, nor will project policies and programs result in the exposure of residents to new significant noise sources or to noise levels that exceed the City's standards. However, the project promotes the production of housing to achieve the City's RHNA. The City regulates noise through Section 8.40 of the Municipal Code. As stated in the Ordinance, no person shall make, cause or suffer, or permit to be made, upon any premises owned, occupied, or controlled by him, any unnecessary noises or sounds that are physically annoying to persons of ordinary sensitiveness, which are so harsh or prolonged or unnatural or unusual in their use, time or place as to occasion physical discomfort in the inhabitants of any neighborhood. The General Plan Environmental Hazards Element establishes acceptable noise levels for land uses for interior residential standards at a minimum of 45 db(A) and below and exterior standards at 60 db(A) and below.⁸ The General Plan EIR found that with continued implementation of Environmental Hazards Element Objective B.3, to protect residents from the harmful and annoying effects of exposure to excessive noise, and per Policies B.3.1 through B.3.5, future development would not expose people to noise levels that exceed the community noise exposure limits set forth in Interior/Exterior

⁸ City of Pico Rivera. General Plan Chapter 3, Environmental Management. Page III-16. 1993.

Noise Level Standards shown in Table III-I of the Pico Rivera General Plan.⁹ As growth occurs in accordance with the proposed project, this would involve preparation of acoustical studies to assess noise exposure levels for projects along the major transportation noise sources (roadways and railways), where vehicular and railways would be prominent noise sources. This would occur most significantly along the City's arterial networks such as Rosemead Boulevard, Beverly Boulevard, Paramount Boulevard, Washington Boulevard, and Whittier Boulevard as well as Union Pacific and BNSF rail lines.

The required acoustical studies would estimate long-term noise levels exposure within the development site, identify the areas and proposed uses that would be exposed to significant or potentially significant noise levels from stationary or mobile sources, and describe measures to reduce noise to acceptable levels through barriers, setbacks and miscellaneous building construction techniques. In order to address these potential impacts, Mitigation Measure NOI-1 has been imposed and will mitigate any potential impacts to a less than significant level.

Future development pursuant to Housing Element policy could contribute to periodic and short-term construction-related noise impacts, including groundborne vibration and groundborne noise levels, which may exceed established noise standards. Mitigation Measure MM NOI-1 would be implemented to ensure construction related impacts would be less than significant.

In addition, the Housing Element policies and programs would not conflict with the existing policies of the General Plan; therefore, impacts would be less than significant with mitigation.

Mitigation Measure

MM NOI-1 Concurrent with submittal of a project application at any of the Housing Opportunity locations, the project proponent shall submit a noise study to evaluate existing and projected noise levels that could affect residences within the project sites to assure that exterior and interior noise levels meet City noise standards. If noise standards are exceeded, measures to attenuate noise levels shall be required to attenuate noise to levels that in accordance with City standards. Noise studies shall be prepared to the satisfaction of the City's Community Development Director.

(e and f): The city of Pico Rivera is not located within an airport land use plan, within two miles of a public airport or public use airport, or within the vicinity of a private airstrip. No impacts would occur.

⁹ City of Pico Rivera. General Plan Chapter 3, Environmental Management. Page III-15. 1993.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

13. POPULATION AND HOUSING.

Would the project

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Response:

(a): The project promotes the production of housing and, therefore, may indirectly induce population growth. The 2013-2035 SCAG RTP documents a residential build-out of 18,700 dwelling units, or 1,700 units above the City's existing (2010) housing stock of 17,000 units. According to the 2010 U.S. Census, the average household size in Pico Rivera is 3.77 persons per unit. The city of Pico Rivera was allocated a total fair share of 1,639 units through the RHNA (as shown in **Table 1-4** of the Project Description). To accommodate the RHNA, the City has identified 38 units on vacant and underutilized residential zoned sites. If the City's total RHNA allocation of 1,639 units is developed and added to the City's 2010 housing count the total is 18,639 units. This total is less than the total housing unit build-out projection in the SCAG RTP. Based on the U.S. Census average house size, 3.77 persons per household, adding 1,639 units would increase the population by approximately 6,179 residents. If this anticipated population is added the 2010 population (62,942 residents), the total population count of 69,121 residents would be within the SCAG RTP estimated build-out population of 70,100 residents. The resulting increase in population based on the increase in housing units would not exceed the population growth anticipated in SCAG's RTP. Therefore, the project promotes housing consistent with adopted land use policy. Impacts would be less than significant.

(b and c): The adoption of the updated Housing Element would not result in the displacement of substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere. The city is largely built out with most residential development consisting of infill development. The Housing Element is not proposing the City to take properties, rather, retain base zoning and allow for more flexibility with mixed-use overlay. Therefore, the proposed project would result in less than significant impacts related to housing displacement.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

14. PUBLIC SERVICES.

Would the project:

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response:

(a1): The city of Pico Rivera contracts with the Los Angeles County Consolidated Fire Protection District, which provides fire protection service to a number of incorporated cities and all unincorporated areas. Housing development facilitated by Housing Element policies could place increased demand on fire protection services; however, as shown in 13(a), the population and housing net increases proposed by the Housing Element do not exceed growth projections evaluated in SCAG’s build-out projections in the RTP for Pico Rivera. In addition, City of Pico Rivera development impact fees apply to all new development and are designed to offset the potential impacts to public services by new development.¹⁰ As such, any new development within the housing opportunity locations would be required to pay fair share of the fees to alleviate any cumulative impacts associated with fire services. With payment of the mandatory development impact fees, impacts on fire services would be avoided. Further, as the number of housing units proposed in the Housing Element does not exceed the number of units analyzed in SCAG’s RTP build-out projections, fire protection facilities and staff serving the area appears to be adequate for the planned development and land uses. Service provides base their staffing projections on the population estimated by SCAG, therefore, the service provides have already anticipated this growth in their staffing and facility needs projects. Impacts in regards to fire protection services would be less than significant.

(a2): The City of Pico Rivera contracts with the Los Angeles County Sheriff’s Department for police protection and enforcement services. The main sheriff’s station serving the area is located in the city of Pico Rivera Civic Center. Housing development facilitated by Housing Element policies could place increased demand on police protection services; however, as shown in 13(a), the population and housing net increases proposed by the

¹⁰ City of Pico Rivera Community and Economic Development fee schedule, 2011.

Housing Element do not exceed the projections for Pico Rivera in the RTP. In addition, as stated above, the City of Pico Rivera collects development impact fees and planning entitlement fess from developers to cover the costs of processing permits and providing necessary services and public services. Further, as the number of housing units proposed in the Housing Element (1,639 units) does not exceed the RTP build-out projections for Pico Rivera, police protection facilities and staff serving the area would be adequate for the planned development and land uses would not require new or altered facilities. Service providers base their staffing projections on the population estimated by SCAG, therefore, the service providers have already anticipated this growth in their staffing and facility needs projects. Impacts in regards to police protection would be less than significant.

(a3): The adoption of the updated Housing Element would not in itself result in substantial adverse physical impacts associated with the provision of new or physically altered school facilities. However, residential development constructed pursuant to the Housing Element may incrementally increase students and place increased demands on local schools. The majority of the city is served by the El Rancho Unified School District though a small portion in the northwest is served by the Montebello Unified School District. School impacts fees and/or dedication of land would be required for future development projects accommodated by the project General Plan pursuant to State law and the requirements of the respective school districts. Under State law, new development projects are required to pay school impact fees. The payment of these fess would ensure impacts based on the adoption of the Housing Element and subsequent implementation to be less than significant.

(a4): The adoption of the updated Housing Element would not in itself result in substantial adverse physical impacts associated with the provision of new or physically altered park facilities. Over time, however, new residences constructed pursuant to the Housing Element have the potential to increase demand for and use of park and recreational facilities and services. Environmental effects associated with the development of such future parks would be assessed and reduced to less than significant through the City's routine parks planning process, including compliance with CEQA. Further, as discussed above, future development would be required to pay its fair share of development fees to alleviate any potential impacts to park services. With the payment of the mandatory free, impacts to the City's park system would be less than significant.

(a5): The Housing Element does not plan for substantial growth beyond that already anticipated by the RTP for Pico Rivera, and therefore, no impacts on other public facilities would occur.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

15. RECREATION.

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Response:

(a): As discussed in section 14(a)(4) above, the project would result in the indirect need for recreational facilities due to the promotion of housing development. However, with implementation of General Plan policies and implementation actions, including realization of the goals and policies of the Parks and Recreation Commission, these impacts will be less than significant. Furthermore, as discussed in section 14 above, future development would be required to pay its fair share of development fees to alleviate any potential impacts to recreational facilities and services. With the payment of the mandatory development impact fees, impacts would be less than significant.

(b): The project does not include recreational facilities. The construction and expansion of recreational facilities may occur as a result of the new residential development. Those new or expanded park facilities are subject to CEQA review and would be evaluated on a project-by-project basis to determine impacts on the environment. Impacts would be less than significant.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

16. TRANSPORTATION/TRAFFIC.

Would the project:

a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response:

(a): As a policy document, the Housing Element does not propose any changes or modifications to existing ordinances, plans or policies related to the circulation system within the city of Pico Rivera. The 1993 General Plan identifies location and extent of existing and proposed major thoroughfares, transportation routes, and

terminals, correlated with land use element of the General Plan. Based on the Complete Streets Act (AB 1358) passed in September 2008, the Circulation Element needs to be updated to reflect correlation between the land use and circulation elements. Increase in traffic resulting from the anticipated growth and development of the region have been addressed in the RTP. The Housing Element would have no impact on the updated Circulation Element or any local or regional plans. If transportation strategies identified in the Circulation Element update are implemented and successful, the proposed changes would provide sufficient capacity throughout the City's transportation network to accommodate the traffic forecasted for long-range growth in and outside of Pico Rivera, and would achieve the City's level of service standards. Impacts would be less than significant.

(b): The Los Angeles County Metropolitan Transportation Authority (MTA) is the designated Congestion Management Agency for Los Angeles County, and is responsible for development and implementation of the Los Angeles County Management Program (CMP). The current CMP was adopted on October 28, 2010. CMP statute requires a designation of a system of highways and roadways as well as the establishment of level of service (LOS) standards to measure congestion on the system. There are two CMP monitoring stations in Pico Rivera: Rosemead Boulevard at Washington Boulevard and Rosemead Boulevard at Whittier Boulevard. As shown in the 2009 Reporting Data Tables of the 2010 CMP, LOS for Rosemead Boulevard at Washington Boulevard has an a.m. LOS of D and p.m. LOS of E and Rosemead Boulevard and Whittier Boulevard has an a.m. LOS of C and p.m. LOS of D.¹¹ Per CMP statute, LOS standards can be set no lower than LOS E, or if the current level is worse than LOS E. These roadways are thus operating at their designated congestion capacity.

Increased traffic as a result of the anticipated growth and development from the proposed project would not exceed either individual or cumulatively, the LOS standard set forth in the 2010 CMP for the city of Pico Rivera. Depending on attribute to each individual project proposal, future development projects would require additional environmental review. Thus, impacts that would occur as a result of the adoption and subsequent implementation of the Housing Element in respect to the CMP would be less than significant.

(c): The adoption of the Housing Element would not have any impact on air traffic patterns, given the nature and location of the anticipated residential development outside of the established airport flight pattern and residential development infilling on existing parcels. No impact would occur.

(d): The adoption of the Housing Element, a policy document, does not involve construction or physical design. Circulation features would be analyzed on a project-by-project basis and would be subject to review and approval by the City's Public Works Department to ensure that hazards related to circulation design features do not occur. Therefore, adoption of the Housing Element would not create hazards due to specific design features or incompatibility in uses. Impacts would be less than significant.

(e): The City of Pico Rivera has designated several evacuation routes in the Multi-Jurisdictional Hazard Mitigation Plan. The east-west evacuation routes are Telegraph Avenue, Slason Avenue, Washington Boulevard, Whittier Boulevard, and Beverly Boulevard, all involving bridge crossings over the Rio Hondo and San Gabriel rivers and the underpass of the 605 Freeway. The only north-south evacuation route is Rosemead Boulevard. There are two residential areas in the city that have limited alternate roadways to a collector street, which could make evacuation especially difficult. The area bounded by Slason Avenue on the north; the San Gabriel River Channel on the east; and the BNSF railroad on the south must exit by way of Burke Street to Passons Boulevard,

¹¹ Los Angeles County. Congestion Management Program for Los Angeles County. Appendix A, Page A-38. 2010.

which represents the only way in or out of the neighborhood. Similarly, the homes in the area bounded by Chapelle Avenue on the north and east; and Colfair Street to the south must exit the development via only one exit through Kells Place.¹² The Housing Element does not identify residential development opportunity in either of these two existing residential areas. The City requires that proposals for new development be submitted to the Fire Department for review to ensure that site design allows for adequate access for Department personnel in case of a structural fire. All housing development proposals pursuant to Housing Element policy would be subject to such review. Impacts would be less than significant.

(f): None of the policies or implementation measures contained in the updated Housing Element conflict with the adopted policies, plans, or programs supporting alternative modes of transportation (e.g., bus turnouts or bicycle racks). Future development would be reviewed to ensure no conflicts with existing plans or programs in place. Impacts would be less than significant.

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
17. UTILITIES AND SERVICE SYSTEMS.				
Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Response:

¹² City of Pico Rivera, 2004. Multi-Jurisdictional Hazard Mitigation Plan. 2004.

(a, b, and e): All new residential development pursuant to the Housing Element policies and programs would be required to comply with existing water quality standards and waste discharge regulations set forth by the RWQCB to ensure that there is not a significant effect on the environment. Impacts would be less than significant.

(c): The adoption of the updated Housing Element would not in itself require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. The Whittier Narrows Dam, completed in 1957, captures local storm water flows for groundwater replenishment. Per Municipal Code, Title 16, Chapter 16.04 Storm Water and Urban Runoff Pollution Prevention, prior to construction of new development, the project would be evaluated for its potential to discharge pollutants to the Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County. Further, once a new development project has been evaluated for its potential to discharge pollutants, the city requires BMPs to be installed during construction and following project completion. The established BMPs would be pursuant the municipal NPDES permit as specified by Pico Rivera Water Authority 2010 Urban Water Management Plan. Compliance with the City's Municipal Code and Urban Water Management Plan would ensure that adequate drainage is provided, that future development takes into account existing capacity and infrastructure conditions, and that urban runoff from new development is minimized. Future development would be required to conform to the same policies, and these measures would be adequate to prevent any significant storm water drainage impacts, either through avoidance or through engineered systems. Accordingly, the impacts of adoption and implementation of the Housing Element would be less than significant.

(d): The project is designed to promote the development of housing to meet the RHNA for Pico Rivera. Increase in population due to new housing development could increase demand on water resources. Water service in the City is provided by the City of Pico Rivera Water Department and Pico Water District. Approximately 80 percent of the City's water supply is provided by groundwater resources pumped through wells and distributed throughout the city. The remaining 20 percent is purchased through agreements with the Metropolitan Water District. Population growth has been accounted for and factored in the 2010 Urban Water Management Plan (UWMP), and indicates that water sources are available to provide water for future growth. The project is not recommending any increase in population in excess of the SCAG projections upon which the 2010 UWMP relied for its water demand projections. Therefore, impacts based on adoption and implementation of the Housing Element to water supplies would be less than significant.

(f and g): Housing development facilitated by Housing Element policies could be place increased demand on solid waste services or landfill capacity; however, as discussed in section 13(a) above, population increase anticipated by the Housing Element does not exceed the proposed projections evaluated in the RTP. Further, solid waste from the proposed projects would be disposed of at Puente Hills landfill. The landfills current permit allows the landfill to continue to operate until October 31, 2013. Upon closure of the landfill, the Sanitation Districts of Los Angeles County has established plans to dispose the County's waste in the Materials Recovery Facility (MRF). The MRF is the starting point of the Waste-By-Rail system. It began operating in July 2005 and is permitted to manage 4,000 tons of waste each day.¹³ The capacity of both remote disposal sites, Mesquite Regional Landfill and Eagle Mountain Landfill, could serve the needs of Los Angeles County for the next 100

¹³ Los Angeles County Sanitation District. Puente Hills Materials Recovery Facility Fact Sheet. 2012.

years. Potential residential uses in Pico Rivera would use the Mesquite Regional Landfill. The City would also continue to implement solid waste reduction programs in compliance with Section 40050 et seq. of the California Public Resources Code. Each residential development pursuant to Housing Element policy would be required to comply with federal, state, and local statutes and regulations related to the disposal of solid waste. Impacts would be less than significant.

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

18. MANDATORY FINDINGS OF SIGNIFICANCE.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>b. Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Response:

(a): The adoption of the updated Housing Element would not in itself have the potential to degrade the quality of environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant of animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. As indicated in the discussion above in the Initial Statement checklist, the project will not result in potentially significant impacts with respect to either biological or cultural resources. The project is a policy document that will not have any direct environmental impacts. All residential development facilitated by Housing Element policy would occur pursuant to adopted General Plan land use policy and other General Plan policies

(b): As discussed throughout the Initial Study, there are potential project-level impacts that have been identified. Potential project-level impacts and proposed mitigation measures are presented in the following sections of the Initial Study: Air Quality, Cultural Resources, and Noise.

Overall, the long term development of the Housing Opportunity sites is consistent with the growth projections

identified in the SCAG RTP. It is also important to note that the housing opportunity locations are dispersed throughout the city and development of those sites would not occur all at once; consequently, any future development that occurs on one site would not necessarily combine with site specific impacts of another identified site. As the long term implementation of the Housing Element update is consistent with the growth projections anticipated in the RTP for SCAG, the proposed Housing Element update would not result in new or additional cumulative impacts. With the implementation of the mitigation measures prescribed at the project level, the cumulative impacts would be less than significant.

(c): The Housing Element is a policy document that addresses various issues related to housing needs of the City of Pico Rivera. No aspect of the document, including its implementation measures has the ability to cause substantial adverse effects on human beings, either directly or indirectly. No Impact would occur.

-

- This Page Intentionally Left Blank -

Section IV. Summary of Mitigation Measures

MM AQ-1 For all residential projects proposed adjacent to the BNSF and Union Pacific railroads in the sites for rezoning program, an air quality study shall be prepared to determine the most effective buffering technique to ensure the exterior living areas are not exposed to substantial pollutant concentrations from the railroad. Appropriate buffering shall be incorporated into the tentative subdivision map or other form of site plan submitted for approval by the City of Pico Rivera.

MM AQ-2 All housing sites shall include air filtration systems designed to have a Minimum Efficiency Reporting Value (MERV) of 13 as indicated by the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 52.2. The air handling systems shall be maintained on a regular bases per manufacturers recommendations by a qualified technician employed or contracted by the project proponent. Operation and maintenance of the system shall ensure that it performs at or above the minimum reporting value.

MM AQ-3 Any development within the Emergency Shelter zone shall be designed and sealed inoperable windows combined with HVAC systems in Mitigation Measure AQ-3.

MM CR-1 If currently unknown resources are discovered during grading or demolition, such activity shall be halted or diverted away from the affected area of the project site, until a qualified archaeologist can examine the archaeological resources to determine their significance. If the find(s) are determined to be significant, the archaeologist shall provide recommendations regarding the collection, documentation, and disposition of the archaeological resources and shall provide recommendations on whether the remainder of the site that has not yet been disturbed should be monitored

MM NOI-1 Concurrent with submittal of a project application at any of the Housing Opportunity locations, the project proponent shall submit a noise study to evaluate existing and projected noise levels that could affect residences within the project sites to assure that exterior and interior noise levels meet City noise standards. If noise standards are exceeded, measures to attenuate noise levels shall be required to attenuate noise to levels that in accordance with City standards. Noise studies shall be prepared to the satisfaction of the City's Community Development Director.

- This Page Intentionally Left Blank

Section V. References

1. ACRONYMS

Air Quality Management Plan	AQMP
Assembly Bill 32, the California Climate Solutions Act of 2006	AB 32
Best Management Practices	BMP
Burlington Northern Sante Fe	BNSF
California Air Resources Board	CARB
California Americans with Disabilities Act	Cal ADA
California Environmental Quality Act	CEQA
Carbon Dioxide	CO ₂
carbon dioxide	CO2
Community Development Block Grant	CDBG
Complete Streets Act	AB 1358
Congestion Management Plan	CMP
Councils of Governments	COGs
County Management Program	CMP
Dwellings units per acre	du/ac
Energy and Atmosphere	EA
Environmental Impact Report	EIR
Federal Emergency Management Agency	FEMA
Greenhouse gases	GHGs
Household Hazardous Wastes	HHW
Housing and Community Development	HCD
Leadership in Energy and Environmental Design	LEED
Level of Service	LOS
Materials and Resources	MR
Materials Recovery Facility	MRF
Memorandum of Understanding	MOU
Methane	CH ₄
Metropolitan Water District	MWD
Minimum Efficiency Reporting Value	MERV
Municipal Separate Storm Sewer System	MS4
National Pollution Discharge Elimination System	NPDES
Native American Heritage Commission	NAHC
Nitrous Oxide	N ₂ O

Ozone and Fine Particulate Matter	PM ^{2.5}
Predevelopment Loan Program	PDLP
Regional Housing Needs Allocation	RHNA
Regional Water Quality Control Board	RWQCB
Second Unit Overlay	SUD
Senate Bill 375, Sustainable Communities and Climate Protection Act of 2008	SB 375
Single-room occupancy	SRO
South Coast Air Quality Management District	SCAQMD
Southern California Association of Governments	SCAG
Standardized Emergency Management System/National Incident Management System	SMES/NIMS
State Historic Preservation Office	SHPO
Sustainable Communities Strategy	SCS
U.S. Army Corp of Engineers	ACOE
Uniform Building Code	UBC
United States Geological Survey	USGS
Urban Water Management Plan	UWMP
Water Efficiency	WE
Water Replenishment District of Southern California	WRD

2. LIST OF PREPARERS



City of Pico Rivera – Community Development Department

Community and Economic Development Department

Julia Gonzalez, Deputy Director
(562) 801-4447



ESA | Community Development
626 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90017

Alexa Washburn, Project Manager
Dana Martinez, Environmental Planner
Kelly Ross, Technical Editor

3. BIBLIOGRAPHY

California Air Resources Board. Air Quality and Land Use Handbook: A Community Health Perspective. April 2005. pg1.

City of Pico Rivera. Pico Rivera General Plan. 1993.

City of Pico Rivera. 2014-2021 Housing Element Update. 2013.

City of Pico Rivera. Pico Rivera General Plan Environmental Impact Report. 1993.

City of Pico Rivera, 2004. Multi-Jurisdictional Hazard Mitigation Plan. 2004.

City of Pico Rivera. Zoning Ordinance.

Los Angeles County. Congestion Management Program for Los Angeles County. Appendix A, Page A-38. 2010.

Southern California Association of Governments, Regional Housing Needs Assessment, 2012.

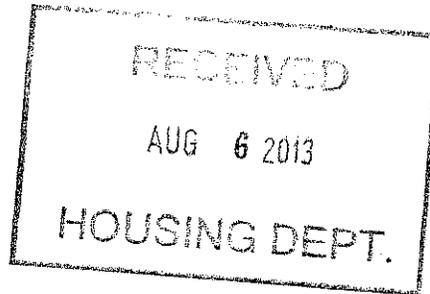
Southern California Association of Governments, 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy. April 2012.

South Coast Air Quality Management District. 2012 Air Quality Management Plan. December 2012.

U.S. Census Bureau. 2010 U.S. Census. 2010.

July 18, 2013

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660



Re: 2014-2021 Housing Element and how it affects our property.

Dear Pico Rivera City Planning:

Hello, my name is Joyce A. Toogood. I, along with my brother Dr. Richard Mau and my sister Orris, own the property at 8957 Beverly Blvd. which is in Area 5 of your 2014-2021 Housing Element. Although we do not have a problem with the zoning use overlay, (i.e. the addition of residential zoning added to the already existing commercial zoning), we do have a problem with eminent domain.

Because I am partially sited I asked my daughter, Sue Ellen Moore, to call the phone number listed in the City of Pico Rivera Planning Commission Public Hearing Notice for the 2014-2021 Housing Element. When Sue Ellen called to inquire about the meaning of the notice, she was directed to talk to Julia Gonzalez with the Planning Division. My daughter spoke to your representative, Julia Gonzalez, regarding the Housing Element. Julia told my daughter that this does not have anything to do with eminent domain. Julia, stated that this is only an "overlay" of the residential zoning to the already existing commercial zoning. It was explained to my daughter that the overlay allows us to add residential to what is now a solely commercial zoning. Julia said that the "overlay" would allow a us or a developer to build either residential, commercial or both which means the property would now have a dual purpose. According to Julia this dual purpose and use would make our property more valuable.

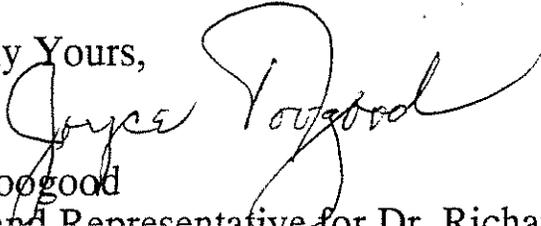
We were also told that the County of Los Angeles and the State of California conduct eminent domain only when the public interest at large is at stake like the high speed rail projects and/or other train projects, schools and underpasses. She assured my daughter that residential housing is not included in these projects and would not be included as an eminent domain project. Julia also explained that the City of Pico Rivera has no authority to do eminent domain.

In keeping to what my daughter was told by your representative, whom my daughter said appeared knowledgeable and sincere - we have no objection with a residential overlay of zoning to our already existing commercial zoning as long as it has nothing to do with eminent domain. Our property is presently a Circle K store and gas station.

Also, in keeping with what we were told by both the "Notice" and Julia that a letter would be sufficient in lieu of attending the Public Hearing on August 5th, 2013. Since we live in Northern California and since this Hearing on Housing Element does not have anything to do with eminent domain we also felt a letter would be sufficient.

Thank you for your time and assistance.

Sincerely Yours,



Joyce Toogood

Owner and Representative for Dr. Richard Mau and Orris

cc Julia Gonzalez



Investment Management and Trust Services

July 24, 2013

Community and Economic Development Department
Planning Division
City Hall
6615 Passons Blvd.
Pico Rivera, CA 90660

RECEIVED
COMMUNITY AND ECONOMIC
DEVELOPMENT
JUL 24 2013

Re: Planning Commission Public Hearing – August 5, 2013
6738 Bollenbacher Drive, Pico Rivera, CA 90660

To Whom It May Concern:

This letter is regarding the upcoming hearing dated Monday, August 5, 2013, which will discuss purchasing homes located in the area of our owned property. Westamerica Bank is the Trustee of the Eduardo Rodriguez Special Needs Trust, which owns the above property. Eduardo Rodriguez is the Beneficiary of the trust, he suffers from brain damage and requires 24-hour monitoring, stable living conditions, and around the clock care.

It is a huge concern of ours for this eminent domain to take place on the said property. The property has been modified to meet his specific needs. The cost for moving to another location and having it modified to meet the needs for his disability is a financial hardship.

I do need to make you aware; any change in the ownership of the above property is required to be court approved, per the Trust Document on file with Westamerica Bank and the Los Angeles Superior Court. In order to have this process completed there will be legal costs associated with this type of transactions.

Thank you for your consideration. Should you need additional information or have any questions, please contact me directly.

Sincerely,

Tiffany Terrell
Trust Officer
707.863.6956 – Direct
707.863.6096 – Fax
tiffany.terrell@westamerica.com

cc: IBAR Settlement Company, via Fax
Ms. Irene Sanchez, 6738 Bollenbacher Drive, Pico Rivera, CA 90660

4550 Mangels Blvd., MAC A-2K, Fairfield CA 94534
P.O. Box 1240, Suisun City, CA 94585-1240
(707) 863-6956 Fax (707) 863-6096*

Julia Gonzalez

From: Shelli @ Valley Oak Properties [voproperties@aol.com]
Sent: Monday, August 05, 2013 4:19 PM
To: Julia Gonzalez
Subject: 2014-2021 Housing Element

Dear Julia,

Thank you for the opportunity to express our opinion on the matter being discussed this evening at City Hall regarding a possible rezoning.

Our property is located at 4853, 4855, 4855 1/2, 4857, 4857 1/2 Passons Blvd. APN 6375-016-008

We noticed the map provided seemed to indicate highlighted areas of interest. We hope, and it appears that our property is one of those being discussed.

We are in favor of rezoning and are very interested in gathering additional relevant material as it comes available. Our only concern is the requirements of us after rezoning.

Best Regards,

-Shelli Pettit
Managing Partner
JP & RP LLC
602-625-2300
voproperties@aol.com

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. Juan Cueva (JUAN CUEVA) 9112 UNION ST. Apt D. 8/04/12
2. Esperanza Cueva 9112 Union St A 8/4-13
3. Maximino Cueva 9112 Union St A 8-4-13
4. [Signature] 4724 Rosemead Bl. Pico Rivera 8-4-13
5. Felipe Cueva 4724 Rosemead Bl. Pico Rivera 8-4-13
6. Saturno Robles Olympic Way 9129
7. Eduardo Robles Olympic Way 9129 Pico Rivera
8. Elsa Telon Olympic Way Pico Rivera
9. Alberto Telon Olympic way Pico Rivera
10. Juan Telon Olympic way pico Rivera
11. Maria Leal 4622 Rosemead Bl #24 Pico Rivera, CA
12. Marco Escoto 4622 Rosemead Bl #24 Pico Rivera, CA
13. Jorge Cerdas 4622 Rosemead #31 Pico Rivera CA
14. MONTALE CHAVEZ 4622 Rosemead Blvd #6 Pico Rivera
15. [Signature] 4622 Rosemead Blvd # # Pico Rivera
16. Jose Torres 4731 Citrus Dr. #H. Pico Rivera
17. Maria Belen Ortiz Citrus Dr. Pico Rivera
18. Ron Membreo Citrus Dr. Pico Rivera
19. Happy MURRIETTA E. Olympic Bl. Pico Rivera CA
20. Steven Murrette 9211 E. Olympic Bl. Pico Rivera, CA 8/4/13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. Maria Z. Franco 4534 Layman Ave P.R. 8-4-13

2. GABRIEL BARRON 4528 LAYMAN AVE. 90660 8/4/13

3. Katherine Barron 4528 LAYMAN AVE. 90660 8/4/13

4. Jesus Jara 4506 Layman Ave 90660 8-4-13

5. Yasmín Jara 4506 Layman Ave 90660 8-4-13

6. Maria Aguirre 4500 LAYMAN AVE 90660 8-4-13

7. Glory Salteru 4424 Layman 90660 8/4/13

8. Alejandra Salteru 4424 Layman ave 90660 8-4-13

9. Marie Martin 4412 Layman Ave Pico Rivera 90660 8/4/13

10. Maria J. Garcia 4403 LAYMAN AVE Pico Rivera 90660 8/4/13

11. Robert R. Chan 4408 Lindsey Pico Rivera 90660

12. Deborah Chavez 4408 Lindsey Pico Rivera 90660

13. Maria Gomez 4422 Lindsey Ave Pico Rivera 90660

14. Eduardo Gomez 4422 Lindsey Ave Pico Rivera 90660

15. Ruby Gomez 4432 Lindsey Ave Pico Rivera CA 90660

16. Jorge Basquez 4502 Lindsey Ave Pico Rivera CA 90660

17. [Signature] 4508 Lindsey Ave Pico Rivera CA 90660

18. Oscar Marquez 4508 LINDSEY AV. Pico Rivera CA 90660

19. Anna Marquez 4508 Lindsey Ave Pico Rivera CA 90660

20. Angie Marquez 8805 Reiffenst Pico Rivera CA 90660

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

- | SIGN/NAME | ADDRESS | DATE |
|------------------------|---------------------------------|---------------|
| 1. Javier Perez | 8803 Rautenst Pico Rivera CA | 9/06/13 |
| 2. Adam Castillo | 4530 Lindsey Ave | 8-4-13 |
| 3. Ariana Contreras | 4540 Lindsey Ave | 8-4-13 |
| 4. ALEX VILLAPANDO | 4546 LINDSEY AVE. | |
| 5. MARION VILLAPANDO | 4546 LINDSEY AVE. | |
| 6. PETE P. LARA | 4552 LINDSEY AVE. P.R. | 08/04/13 |
| 7. IRENE LARA | 4557 LINDSEY AVE. P.R. | 8/4/13 |
| 8. Claudia Hernandez | 4582 Deland Ave P.R. | 8/4/13 |
| 9. Monica Rodriguez | 4562 Deland Ave Pico Rivera | 8/5/13 |
| 10. Maria Lopez | 4568 Deland Ave Pico Rivera | 8/5/13 |
| 11. CHRISTOPHER CHAVEZ | 4536 DELAND AVE. PICO RIVERA | 8/5/13 |
| 12. MARTA CHAVEZ | 4536 DELAND AVE PICO RIVERA | 8/5/13 |
| 13. Jose A. Vasquez | 4508 DELAND Pico Rivera | 8-5-13 |
| 14. Walter | 4434 | |
| 15. Theresa Dehou | 4434 Deland Ave Pico Rivera | 8-5-13 |
| 16. Ruth Rio | 4422 Deland av Pico Rivera | 8-5-13 |
| 17. Trinidad Estrada | 4418 Deland Ave Pico Rivera | 8-5-13 |
| 18. Jonathan Simental | 4418 Deland Ave Pico Rivera | 8/5/13 |
| 19. Eddie Edwards | 9035 Carron Dr P.R. | 9/4/13 8-5-13 |
| 20. Eddie Edwards | 9025 Carron Dr. Pico Rivera, CA | |

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS.

DATE:

1. Mary Murieta 9211 E. Olympic Bl. Pico Rivera, CA 8/4/13
2. Jaymar Paredes 9233 Olympic Bl. Pico Rivera 8/4/13
3. [Signature] 9233 Olympic Pico Rivera 8/4/13
4. Mary Bagan 9246 Olympic Blvd Pico Rivera 8/4/13
5. [Signature] 9242 Olympic Pico Rivera 8/4/13
6. [Signature] 9317 Olympic Blvd Pico Rivera 8/4/13
7. [Signature] 9317 Olympic Blvd Pico Rivera 8/4/13
8. Fe T. Quinto 9317 Olympic Pico Rivera 8/4/13
9. Kevin Hidalgo 9335 Olympic Blvd Pico Rivera CA 8/4/13
10. Michael Hidalgo 9335 Olympic Blvd Pico Rivera CA 8/4/13
11. [Signature] 9339 Olympic Blvd Pico Rivera, CA 8/4/13
12. Hector Reyes 9343 Olympic Blvd Pico Rivera CA 8/4/13
13. Miguel Chavez 9353 Olympic Blvd Pico Rivera CA
14. Alicia Sanchez 9357 E. Olympic Pico Rivera CA 90660
15. Dyoro Cardem 9363 Olympic Blvd. CA 90660
16. Sergio Suarez 9379 Olympic Blvd CA 90660
17. Eulalia Suarez 9379 Olympic Blvd CA 90660
18. Rogelio Gonzalez 9415 Olympic Bl. Pico Rivera CA 90660
19. [Signature] 9415 Olympic Blvd Pico Rivera CA 90660
20. Victor Ballyo 9421 Olympic Blvd Pico Rivera CA 90660

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE:
1. Ricardo Iugo	9471 Olympic Blvd Pico Rivera Ca	
2. Monica Collis	9439 Olympic Blvd Pico Rivera Ca	
3. Estela Vallejo	9439 Olympic Blvd Pico Rivera CA	8/4/13
4. Maria Diaz	84725 Tobias Ave Pico Rivera	
5. Pedro DIAZ	4725 TOBIAS AV. PICO RIVERA	
6. Jonathan Cuevas	9443 Walnut Ave Pico Rivera	
7. Manuel Figueroa	9435 Walnut Ave. Pico Rivera, CA 90660	8/1
8. Ramiro Juregui	9413 Walnut St Pico Rivera	
9. Bertha Juregui	9413 Walnut Ave Pico Rivera CA 90660	
10. Manuel Juregui	9359 WALNUT AVE Pico Rivera CA 90660	
11. Manuel Juregui	9449 WALNUT AVE Pico Rivera CA 90660	
12. Manuel Juregui	9349 Walnut Ave Pico Rivera CA 90660	
13. Manuel Juregui	934 WALNUT AV Pico Rivera CA 90660	
14. Jose Zavala	4219 Delacoid ave, Pico Rivera CA 90660	
15. Elania Cuilla	9345 Walnut Ave. Pico Rivera CA 90660	
16. Jose G. Vaz	9339 Walnut Ave. Pico Rivera CA 90660	
17. Jose G. Vaz	9339 Walnut ave Pico Rivera, CA 90660	
18. Jose G. Vaz	9345 Walnut Ave Pico Rivera CA 90660	
19. Jose G. Vaz	9331 Walnut Ave Pico Rivera 90660	
20. Rosalva Cartundo	9312 Walnut Ave Pico Rivera CA 90660	

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. Robert Alba 9238 Beverly Rd. 8/4/13

2. Norma Felix Cooper 9228 Beverly Rd 8-4-13

3. TARA Guadalupe 9130 Olympic way Pico Rivera 8-4-13

4. Diana Amayo 9122 Olympic way 8/4/13

5. Ben Amayo 9122 Olympic way 8/4/13

6. Beatriz Amayo 9122 Olympic way 8/4/13

7. Ricardo Amayo 9122 Olympic way 8/4/13

8. Euvicela Amayo 9122 Olympic way 8/4/13

9. Jose Amayo 9122 Olympic way 8/3/13

10. Juan Carlos Brown 9122 Olympic way 8/4/13

11. Consuelo Amayo 9122 Olympic way 8/4/13

12. Elena Espinoza 4731 Citrus DR SPT 8/4/13

13. Jose Luis Corral 9140 BEVERLY RD 90660 PR CAL.

14. Estefany 4553 Layman Ave 8/4/13

15. Yvonne Gonzales 4553 Layman Ave. 8/4/13

16. Margarita Wong 4553 Layman Ave. 8/4/13

17. Carlos Ramirez 4553 Layman ave 8/4/13

18. 4533 S. Layman Ave 8/4/13

19. 4533 S LAYMAN AVE 8-4-13

20. 4527 LAYMAN Ave. 8-4-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. Robert Bernal 4527 Layman Ave. 8-4-13
2. Abel Hernandez 4511 LAYMAN AV 8/4/13
3. Guadalupe Lopez 4511 Layman 8/4/13
4. Sandra Hernandez 4511 Layman 8/4/13
5. Yvonne Hernandez 4511 Layman 8/4/13
6. Abel Hernandez Sr 4511 Layman 8/4/13
7. Rene Guillen Layman 8/4/13
8. Maria Guadalupe Guillen 8-4-13
9. Abel Guillen 3638 Berkshire 8-4-13
10. CARMEN GARCIA 4413 Layman Ave 8-4-13
11. José D. Garcia 4413 Layman 08/04/13
12. Vanessa Marquez 4407 Layman Ave 8/4/13
13. Lisa Lopez 4403 Lindsey 8/4/13
14. Rosa Lopez 4407 Lindsey 8/4/13
15. Ali Lopez 4407 Lindsey Ave 8/4/13
16. Ali Lopez 4423 Lindsey Ave 8/4/13
17. Martha Lopez 4423 Lindsey Ave 8/4/13
18. Luis Garcia 4433 Lindsey 8/4/13
19. ~~2550~~ ORTEL 4515 LINDSEY 8/4/13
20. ELIZABETH ORTEL 4515 LINDSEY AV. 8-4-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

- 1.
2. S. Cruz 4557 Lindsey Ave Pico Rivera CA 8/4/13
3. Jacklynne Valdez 4557 Lindsey Ave Pico Rivera 8/4/13
4. James Ramirez 9146 Olympic Way Pico Rivera 8/4/13
5. Veronica Perez 9146 Olympic Way Pico Rivera 8/4/13
6. Rogelio Rios 4549 Deland Ave Pico
7. Anthony Gaminio 4517 DENSE Pico river 8/4/13
8. Andres Jimenez 4412 Deland Ave Pico Rivera 8/6/13
9. Manuel Jimenez 4411 S. DELAND AVE P.R.
10. Jose M. Covarrubias 4417 Deland Ave 90660
11. Florentino Alcazar 4411 Deland Ave
12. Guadalupe Alcazar 4411 DELAND AVE
13. Dr. May Cruz 4600 Rossmore Blvd Pico Rivera CA 90660
14. Obed Diaz 9139 E. Olympic Way Pico River 90660 8/5/2013
15. Maria R. Flores 9030 UNION ST 90660
16. EDWARD C. FLORES 9030 UNION ST 90660
17. Bertha Servin 9118 Union St. P.R.
18. Juan Servin 9118 Union St P.R.
19. ~~Alfonso~~ ~~Conde~~ ~~Alfonso~~ ~~Conde~~ 4127 Union St 90660
- 20.

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. Donal Chao Cruz 924 Union St. P.R.
2. [Signature] 9020 Union St. P.R.
3. Andrew Gallardo 9020 Union St. P.R.
4. Marie Jones 9020 Union St P.R.
5. Rafael Alvarado 4821 DUFFEE AV. APT. 109
6. JOSÉ L. MORALES 4821 DUFFEE. AV. APT 109
7. Julian Carrillo 4821 Duffee Ave APT 206
8. Gera Vera 4821 Duffee Ave 201 #
9. Johnny Bawio 4821. Duffee. AVE 116#
10. Victor 4821 Duffee AVE 117
11. ERNIE PEREZ 4821 Duffee AVE 228
12. Valence Castro 4821 Duffee Ave #226
13. Gustavo Rojas 4821 Duffee Ave #224
14. Gloria Quintero 4821 Duffee Ave #229
15. Genaro Chavez 4821 Duffee Ave #229
16. ROSIO LOZANO 4904 Duffee Ave #12
17. Claudia Romero 4904 Duffee #17
18. Richard Ramirez 4904 Duffee #18
19. RICARDO CANTU 4904 DUFFEE AVE #20
20. MARIA CANTU 4904 DUFFEE AVE #20

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE:
1. Frank [Signature]	4662 Walnut Ave	8-4-13
2. Alfonso Garcia	4662 Walnut Ave	8-4-13
3. Malena [Signature]	4662 Walnut Ave	8-4-13
4. Maria [Signature]	4662 Walnut Ave	8-4-13
5. [Signature]	4662 Walnut Ave	8-4-13
6. Ylona [Signature]	4662 Walnut Ave	8-4-13
7. Luis P. [Signature]	4662 Walnut Ave	8-4-13
8. Oscar Gonzalez Quiroz	Walnut ave 4662	
9. Jacqueline Ayon	4702 Walnut Ave	8/4/13
10. Jose J. Montes De Oca	4702 Walnut Ave	8-4-13
11. Ed V. [Signature]	4712 Walnut Ave	8-4-13
12. Carlos D. [Signature]	4712 Walnut Ave	8-4-13
13. Danelle Delphin	4712 Walnut ave	8-4-13
14. SONI SAMI	4724 Walnut Ave	8/4/13
15. TONY Anderson	4724 Walnut Ave	8/4/13
16. Thyda Sar	4732 Walnut Ave #15	8/4/13
17. Amphon Say	4732 Walnut Ave	8/4/13
18. [Signature]	4738 WALNUT AVE P.R.	8-4-13
19. Monica C. [Signature]	4738 Walnut Ave Pico Rivera	8-4-13
20. Gerardo [Signature]	4744 Walnut ave P.R.	8-4-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. John Pulmorte 8719 ELBA PICO RIVERA PR 8-3-2013

2. Jane Mares Murray 9368 Olympic

3. LADINA Cortez 9368 Olympic

4. Carlos Mares Muroz 9368 Olympic

5. Constantina Rodarte 9416 Olympic BL

6. Jane Rodriguez 9430 Olympic Blvd.

7. Francis Archibald 9430 Olympic Blvd.

8. Josiane Chavez 9430 Olympic Blvd.

9. Josiane Aguilar 9436 Olympic Blvd

10. [Signature] 9436 Olympic Blvd

11. Roy Wilson 4719 Tobias Ave. P.R. 8/4/13

12. Maria Carlin 4719 Tobias Ave. Pico Rivera 8/04/13

13. Fany Avila 9451 Walnut Ave. Pico Rivera

14. Jesus Avila 9451 Walnut Ave

15. Robert Sotelo 9420 Walnut Ave. P.R. 8/4/13

16. Valerie Sotelo 9420 Walnut Ave 8/4/13

17. Margarita J. 9406 WALNUT, 8/4/13

18. Ruben Vasquez 9406 WALNUT 8/4/13

19. Francisco Medina #4566 LAYMAN 8/4/13

20. Angelica Medina 4566 Layman 8/4/13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE:
1. Sheila Aparicio	4748 Walnut Ave.	8-4-13
2. Gerardo Aparicio	4748 Walnut Ave	8-4-13
3. Katherine Aparicio	4748 Walnut Ave	8-4-13
4. Veronica Aparicio	4748 Walnut Ave	8-4-13
5. Jessica Aparicio	4748 Walnut Ave	8-4-13
6. Lily Mata	4754 Walnut Ave	8-11-13
7. Carmen Mata	4754 WALNUT AVE Pico	8-4-13
8. Juanito Mata	4744 ROSEMEAD	8-4-13
9. Rosa Mata	4744 ROSEMEAD	8-11-13
10. Peter Carda	9121 Olympic Way	8-4-13
11. Jesus-Vergara	9044 Beverly Rd Pico Rivera CA	8-4-13
12. Natividad Duran	9044 Beverly Rd Pico Rivera CA	8-4-13
13. Angelina Ascencio	9044 Beverly Rd Pico Rivera CA	8-4-13
14. FRANCISCA ASCENCIO	4622 ROSEMEAD BLVD. No. 27	8/4/13
15. Pedro Vargas Jr.	4622 ROSEMEAD BLVD. No. 27	8/4/13
16. MONICA CASTILLO	4622 ROSEMEAD BLVD #7	8/4/13
17. Michael Hic	4622 Rosemead Blvd #12	8/4/13
18. Evi Hic	4622 Rosemead Blvd #12	8/4/13
19. Rosalinda Gonzalez	4622 Rosemead Blvd #10	8-4-13
20. Julia Lopez	9140 Olympic Blvd PR	8-7-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE
1. Na Filona Pineda	9370 Walnut Ave Pico Rivera	8-4-13
2. Sandra Lopez Cuellar	9370 Walnut Ave Pico Rivera	8/4/13
3. Angilia Cuellar	9370 Walnut Ave	8-4-13
4. Prospero Lopez Cuellar	9370 Walnut Ave	8-4-13
5. J. Jesus Lopez Cuellar	9370 Walnut Ave	8/4/13
6. Rosa Lopez Cuellar	9370 Walnut Ave	8/4/13
7. Juan Sanchez	9358 Walnut Ave P. C.	
8. Vanessa Padilla	9358 Walnut Ave	8-4-13
9. Daisy Padilla	9358 Walnut Ave	8-4-13
10. Maria Padilla	9358 Walnut Ave	8-4-13
11. Amalberto Padilla	9358 Walnut Ave	8-4-13
12. Bill	9346 Walnut Ave	8-4-13
13. Lisa Ornelas	9346 Walnut Ave	8-4-13
14. GENARO MATA	9318 1/2 Walnut Ave	8-4-13
15. Allan R. Martinez		8-4-13
16. [Signature]	4558 LAYMAN AVE	8-4-13
17. [Signature]	4552 Layman Ave	8-4-13
18. [Signature]	4552 Layman Ave	8-4-13
19. [Signature]	4557 LAYMAN AVE	08-04-13
20. Carlos A. Naron	4557 Layman Ave	08-04-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE:
1. Maria Lopez	4904 Durfee Ave #1 PR	8-5-13
2. Alberto Lopez	4904 Durfee Ave #3	8-5-13
3. Hector Castillo	4904 Durfee Ave #4	8-5-13
4. Miguel Angeles	4904 Durfee Ave #5	8-5-13
5. Maria Quintao	4904 Durfee Ave #9	8-5-13
6. Alicia Cervantes	4904 Durfee Ave #8	8-5-13
7. Mercedes Sanchez	4904 Durfee Ave #8	8-5-13
8. Fidel Htr.	4905 Deland Av.	8-5-13
9. Maribel Diaz	4907 Deland Ave PR	8/5/13
10. Rosalva Alvarado	4921 DELAND	8-5-13
11. Maria Lopez	4927 Deland Ave	8/5/13
12. Norma Reyes	4927 Deland Ave	8/5/13
13. Guadalupe Aponte	7553 Sepis Ave	8-5-13
14. Teresiana Jimenez	4924 Deland Ave	8/5/13
15. Antonino Jimenez	4923 Deland Ave	8-5-13
16. Norma Rodriguez	4922 Deland Ave	8/5/13
17. Paulina Lopez	4806 1/2 DELAND	8/5-13
18. Maria Virgen	4806 1/2 Deland Ave	8-5-13
19. Diana Padua	4802 1/2	8-5-13
20. Livia Ramirez		8-5-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE:
1. [Signature]	9121 UNION ST	8-5-13
2. [Signature]	4153 Walnut St	8/5/13
3. [Signature]	4749 Walnut Ave	8/5/13
4. [Signature]	4749 Walnut	8/5/13
5. [Signature]	4749 Walnut	8/5/13
6. [Signature]	4739 Walnut Ave	8/5/13
7. [Signature]	4733 Walnut Ave	8/5/13
8. [Signature]	4708 Walnut Ave	8/5/13
9. [Signature]	4821 Durfee Ave #110	8/5/13
10. [Signature]	4821 Durfee Ave #114	8/5/13
11. [Signature]	4821 Durfee Ave #115	8/5/13
12. [Signature]	4821 Durfee Ave #116	8/5/13
13. [Signature]	4821 Durfee #116	8/5/13
14. [Signature]	4821 Durfee #116	8/5/13
15. [Signature]	4821 Durfee av	8-5-13
16. [Signature]	4821 Durfee Ave	8-5-13
17. [Signature]	4821 Durfee Ave	8-5-13
18. [Signature]	4821 Durfee Ave	8/5/13
19. [Signature]	4821 Durfee Ave	8/5/13
20. [Signature]	4821 Durfee Ave	8/5/13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. Florencia M Rodriguez 9139 E. Olympic way PR 8-3-2013
2. Jon A. Long 9173 Olympic way Pico Rivera 90660
3. Nandra Robles 9129 Olympic way Pico Rivera 90660
4. Yusma Lopez 9133 Olympic Way Pico Rivera 90660
5. Fabian Casadel 9124 Olympic Blvd Pico Rivera 90660
6. Karen Hernandez 9124 Olympic Blvd Pico Rivera 90660
7. Blandia Carancho 4632 Walnut
8. Maria Rodriguez ⁴²¹¹ ~~1275 N~~ ^{Amisford} ~~ASH~~ Pico Rivera 90660
9. Henry Rodriguez 4647 Walnut Ave Pico Rivera 90660
10. Maria Carancho 4632 Walnut Ave Pico Rivera 90660
11. Dany M... 4643 Walnut Ave Pico Rivera 90660
12. Adriana O... 4657 Walnut Ave Pico Rivera 90660
13. George Trueba
14. Ramiro Leston WALNUT 4659 PICO RIVERA
15. [Signature] 4663-WALNUT-AVE-PICO RIVERA-CA-90660
16. [Signature] 4663 WAINUT AVE-PICO RIVERA CA-90660
17. [Signature] 4665 Walnut Ave Pico Rivera 90660
18. [Signature] S. Pico Rivera
19. [Signature] 4565 Kayman Ave Pico Rivera
20. Concepcion Gonzalez 4553-LAYMAN-PICO RIVERA 90660

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME ADDRESS DATE:

- 1.
2. [Signature] 4640 Rosemead Blvd
3. Gloria 4640 Rosemead Blvd
4. Olga M. Flores 4640 Rosemead Blvd
5. Danny Torres 4353 DURFEE AVE P. R. 8/5/13
6. Gladys Torres 4353 Durfee Ave Pico R. 8/5/13
7. Danielle Torres 4353 Durfee Ave Pico Rivera 8/5/13
8. Selina Montoya 4353 Durfee Ave. Pico Rivera 8/5/13
9. Rosee Ranaid 4353 DURFEE PICO RIVERA 8/5/13
10. Arturo A. Aguilar 9223 BANTAL RD 8/5/13
11. Rene M. Ranaid 9223 Bantal Rd Pico Rivera 8/5/13
12. [Signature] 3221 SANDOVAL AVE PICO RIVERA 8-5-13
13. Victor Trujillo 3221 SANDOVAL AVE Pico Rivera 90660
14. Usha Patel 4634 S. Rosemead Blvd 8-5-13
15. Ramonbhar - M Patel 4634 S Rosemead Blvd 8-5-13
16. [Signature] 4634 S Rosemead 8-5-13
17. Damyanti Patel 4634 S. Rosemead Blvd Pico Rivera 8-5-13
18. Rick Alvarez 5840 Bridgeway Pico Rivera 90660 8/5/13
19. Jesus Lopez 4514 Bridgeway Ave Pico Rivera 90660
20. Rudy Salgado 9082 Beverly Rd Pico Rivera 90660 8-5-13

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE
1. <i>[Signature]</i>	9140 OLYMPIC BLVD	8/4/13
2. <i>[Signature]</i>	4791 Citrus Dr.	8/4/13
3. <i>[Signature]</i>	4731 Citrus Rd	01/4/13
4. <i>[Signature]</i>	4731 Citrus Dr	8/4/13
5. <i>[Signature]</i>	9202 Olympic	8/4/13
6. <i>[Signature]</i>	9212 Olympic	8/4/13
7. <i>[Signature]</i>	9212 Olympic Blvd	8-4-13
8. DANIEL CASAS	9220 OLYMPIC BL	8-4-13
9. <i>[Signature]</i>	9909 Olympic	8-4-13
10. <i>[Signature]</i>	9222 Olympic Blvd	8-4-13
11. <i>[Signature]</i>	9929 Olympic	8-4-13
12. <i>[Signature]</i>	9228 Olympic Blvd.	8-4-13
13. <i>[Signature]</i>	9228 Olympic Blvd.	8-4-13
14. <i>[Signature]</i>	9332 Olympic Blvd	8-4-13
15. <i>[Signature]</i>	9332 E. Olympic Blvd.	8/4/2013
16. <i>[Signature]</i>	9350 Olympic Blvd	8/4/13
17. <i>[Signature]</i>	9350 Olympic Blvd.	8/4/13
18. <i>[Signature]</i>		
19. Susana Escamilla	9358 Olympic Blvd	8/4/13
20. <i>[Signature]</i>		8/10/13

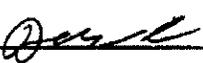
We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	DATE
1. 	4904 DURFEE AVAZB.	8/5/13
2. 		8-5-13
3. Maria	4904 DURFEE AVE 1	8-5-13
4. Raul Montoya Olga Ceida	4906 Deland ave	8/05/15
5. Olga Ceida	4906 Deland ave	8/05/15
6. Lucia Ruiz	4908 Deland Av.	8/05/13
7. Josie Perez	4908 Deland Av.	8/05/13
8. Manig Calderon	4910 Deland Ave	8-5-13
9. Juan Calderon	Deland, AVE	8-5-13
10. Maria Cedillo	4914 Deland AVE Pico Rivera	8-5-13
11. Joe Cedillo	4914 Deland AVE Pico Rivera	8-5-13
12. Angelina Duenas	4826 Deland AVE	8-5-13
13. Rosa De Santiago	4822 1/2 Deland Ave.	8/5/13
14. Javier Jimenez	4924 Deland Ave	8/5/13
15. Jose Duenas	4826 Deland Ave P.O.R	8/5/13
16. Maria Duenas	4826 Deland Ave Pico Rivera	8/5/13
17. Benjamin Tovar	4822 1/2 Deland Ave	8/5/13
18. Catalina Ruelas	4826 Deland Ave.	8/5/13
19. EFRAIN PANEZ	1/4 DELAND AVE	8/5/13
20.		

We, the above, oppose the approval of the Housing Element on our properties.

1 **PICO RIVERA CONCERNED**

2 **CITIZEN COMMITTEE (STATE I.D. #910783)**

3 WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT
4 IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING
5 COMMISSION TO GIVE THE APPROVAL TO CITY COUNCIL ON
6 THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to
7 2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME	ADDRESS	BLVD DATE:
1. DEAN BULL	4634 Rosemead	8-5-13
2. ANITA SPIRO	4634 ROSEMEAD BLVD	8-5-13
3. Jennie Rivera	4634 Rosemead BLVD.	08-05-13
4. LUIS RIVERA	4634 ROSEMEAD BLVD	8-5-13

- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____
- 26. _____
- 27. _____
- 28. _____

We, the above, oppose the approval of the Housing Element on our properties.

PICO RIVERA CONCERNED

CITIZEN COMMITTEE (STATE I.D. #910783)

WE THE RESIDENCE OF PICO RIVERA, EFFECTED BY THE HOUSING ELEMENT
IN PICO RIVERA ARE OPPOSING AND OBJECTING, THE PLANNING
COMMISSION. TO GIVE THE APPROVAL TO CITY COUNCIL ON
THE HOUSING ELEMENT ON OUR PROPERTIES FOR 2014 to
2021, ON AUG. 5, 2013 (Meeting at Pico Rivera City hall at 6:00 P.M.)

PLEASE COME TO THE MEETING ITS VERY IMPORTANT, YOU HOUSE IS EFFECTED.

SIGN/NAME

ADDRESS

DATE:

1. FRANCISCO Ruiz 4802 1/4 Delandave Pico Rivera - 8-5-13

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

16.

17.

18.

19.

20.

We, the above, oppose the approval of the Housing Element on our properties.



Tuesday, September 24, 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:

Fred Zermeno, Planning Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Commissioner Zermeno

OPTIONAL STUDY SESSION REGARDING ITEM NO. 8: 5:30 p.m. to 6:00 p.m.

SPECIAL PRESENTATIONS:

- Certificate of Recognition presented to Jaeda Hernandez and Samuel Contreras for their participation in the Reach to Achieve Program

PUBLIC HEARING:

1. **Public Hearing – The Community Development Block Grant Consolidated Annual Performance and Evaluation Report for Fiscal Year 2012-13. (1600)**

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

City Manager Bates stated that this annual report is filed yearly with the federal government reporting on the accomplishments under the block grant program.

Mayor Camacho closed the public hearing.

Motion by Councilmember Armenta, seconded by Councilmember Salcido to approve the fiscal year 2012-2013 Consolidated Annual Performance and Evaluation Report. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:

Roddie Rodriguez, President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding the beautification of the city and asked for an upgrade on Beverly Road; concerns with the city's Housing Element development; newspaper article in *Whittier Daily News* pertaining to Councilmember Armenta; and efforts to meet with the City Manager.

CONSENT CALENDAR:

2. Minutes:

- Approved City Council meeting of September 10, 2013; and
- Received and filed Parks & Recreation meeting of August 8, 2013

3. Approved 5th Warrant Register of the 2013-2014 Fiscal Year. (700)

Check Numbers: 258683-258823

Special Checks Numbers: None

4. Resolution in Support of the Rivers and Mountains Conservancy's (RMC) Grant Application for a Gateway Cities River Master Plan. (700)

1. Adopted Resolution No. 6737 in support for the Rivers and Mountains Conservancy grant application to the California Strategic Growth Council for a Gateway Cities Rivers Master Plan and requested that the Pico Rivera Sports Arena Campground Rehabilitation Project be incorporated in the master plan for the San Gabriel River.

Resolution No. 6737 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING THE RIVERS AND MOUNTAINS CONSERVANCY PLANNING GRANT APPLICATION FOR THE GATEWAY CITIES RIVERS MASTER PLAN

5. Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246 – Award Professional Services Agreement for Engineering Services. (500)

1. Awarded a Professional Services Agreement to Kabbara Engineering to provide engineering design services for the Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246, for an amount not to exceed \$199,979 and authorized the Mayor to execute the agreement in a form approved by the City Attorney.

Agreement No. 13-1412

6. Passons Boulevard Underpass Project (CIP No. 20053) – Amendment No. 4 to Professional Services Agreement. (500)

1. Approved Amendment No. 4 to Professional Services Agreement No. 08-1063 with Harris and Associates, Inc. for additional construction management services in accordance with the scope of work and fee proposal dated September 9, 2013 for an additional amount not-to-exceed \$83,971 and authorized the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 08-1063-4

7. Extended Leave of Absence Without Pay for Executive Assistant. (200)

1. Approved an extended leave of absence without pay.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar items no. 2 through 7. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION:

8. Approval of the Memoranda of Understanding with the Gateway Water Management Authority for the Development of Watershed Management Programs for the Lower Los Angeles River and Lower San Gabriel River and Adoption of a Resolution. (500)

City Manager Bates stated that the City is required by the Environmental Protection Agency (EPA), State and the Water Quality Control Board (WQCB) to develop a plan for implementation that controls the flow of storm water and pollutants in the storm water. The challenge, he stated, is that the requirements that are being applied are almost impossible to meet.

Director of Public Works Cervantes added that a survey was taken of the cities in the Gateway Region that were involved in the various watershed meetings. He stated that of all the cities that were contacted, 65% of those cities have already approved similar MOUs to move forward. The 35% of the cities that have not approved the plan, he stated, are scheduled to approve it at their first meeting in October. The City of Los Angeles and Long Beach were also contacted and all of those agencies are moving forward with adopting a plan. He stated that there are 37 cities that are petitioning the State to challenge the permit and Pico Rivera is one of those cities. While the City is challenging the State, he added, we are still mandated to comply with the permit in the interim.

Councilmember Archuleta stated for the record other cities that are being asked to comply: Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Santa Fe Springs, Whittier, and Los Angeles County Flood Control District. He further stated possible penalties and litigation.

Director Cervantes stated that in 1988 the storm water quality requirement became part of the Clean Water Act (CWA), and since then the State Water Resources Control Board (SWRCB) has issued permits that have evolved and become complicated over the years.

Storm Water Consultant Desi Alvarez stated that there has been an appeal to the permit and the appeal is the first step in litigation. He stated there is going to be a hearing by the SWRCB on October 8 which will be the first hearing. He added that there is a coalition of seven (7) counties within the Southern California group, where this permit that has been issued in Los Angeles is going to be the model that everyone will follow. He stated it is an adaptive permit that requires cities to develop comprehensive plans to improve the storm water quality and better use of storm water as a resource. This

group of agencies, he stated, will be making a presentation to the Board on October 8, 2013.

Councilmember Salcido stated that the City Council recognizes that the City will spend money on a plan that it will never be refunded for, but also recognizes that there are no other options but to approve the development of the plan.

Motion by Councilmember Salcido, seconded by Mayor Pro Tem Tercero to: 1) Approve the Memorandum of Understanding (MOU) with the Gateway Water Management Authority (GWMA) to develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower Los Angeles River Watershed Committee, and authorized the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "B"); and 2) Approve the Memorandum of Understanding (MOU) with the Gateway Water Management Authority (GWMA) to develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower San Gabriel River Watershed Committee and authorized the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "C"); and 3) Appropriate \$113,600 from the General Fund Reserve for the Lower Los Angeles River Watershed Committee (\$39,900) and Lower San Gabriel River Watershed Committee (\$73,700); and 4) Adopt Resolution No. 6738 requesting the MS4 Permit (Order No. R4-2012-0175, NPDES Permit No. CAS004001; Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds Of Los Angeles County, Except Those Discharges Originating From The City Of Long Beach MS4 Permit) to be amended or funded by the Federal or State governments. Motion carries by the following roll call vote:

Resolution No. 6738 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING ORDER NO. R4-2012-0175, NPDES PERMIT NO. CAS004001 BE AMENDED OR FULLY FUNDED BY STATE AND FEDERAL PROGRAMS

Agreement No. 13-1413

Agreement No. 13-1414

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

Recessed to Water Authority at 6:25 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 6:26 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Councilmember Salcido addressed his concerns with the recent incident at the El Rodeo Night Club with Captain Thornton elaborating on previous actions that have been put in place and future actions to be taken at the night club.

Councilmember Armenta commented on the visibility of the homeless in the City and asked staff in regard to the El Rodeo if the zoning could be changed when new tenants take over the property. He also mentioned a pump on Passons and Shade Lane and overgrown vegetation. In response to re-zoning of the El Rodeo property, City Attorney Alvarez-Glasman stated that if new tenants took over the property, the zoning could be looked at for restrictions on a night club and a new owner would be issued different Conditional Use Permits (CUPs).

In compliance with AB 1234 requirements, Mayor Pro Tem Tercero reported on his attendance at the California League of Cities Conference. He mentioned some of the topics covered were sales tax, water infrastructure and parliamentary procedures.

Councilmember Archuleta mentioned the slurry sealing of many residential streets in the City with Director Cervantes adding that the purpose of the slurry seal is to preserve the good conditions of the surface of the streets.

Mayor Camacho offered his condolences to the family of the victim at the El Rodeo shooting and commended the Sheriff's Department for their quick response in apprehending the suspects involved in the incident. He elaborated on the progress the City has made in the way of public safety and that the City is headed in the right direction. Mayor Camacho also commented on all the major street improvements including the new City entrance monuments, the recent open house at the new county library and the benefits of a senior service food program. He also inquired about the progress on the Consolidated Sewer Maintenance District program recently obtained by the City.

In regard to the Consolidated Sewer Maintenance District program, City Manager Bates stated that as of today, the County Board of Supervisors approved the City's submission so staff will start moving forward on the technical level of the program.

OLD BUSINESS:

Councilmember Archuleta inquired about the Halloween Spooktacular event. Deputy Director Rico stated that the Halloween Spooktacular would take place at Pico Park.

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

Roddie Rodriguez, President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding the recent incident at the El Rodeo; noise from railroad tracks on Durfee Avenue; and asked for a letter from each Council member pertaining to how many times the train can blow its whistle.

John Belmonte, Vice President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council to speak on the Housing Element development and court case regarding Councilmember Armenta.

Roberta Torres:

- Addressed the City Council to thank the Sheriff's Department for patrolling the Towne Center area; stated she has seen improvements made pertaining to loitering of vagrants and Pico Rivera Gardens residents; and spoke of her concerns regarding the incident at the El Rodeo.

Victor Gonzalez:

- Addressed the City Council regarding the use of the basketball courts at El Rancho High School and to thank the City Council and the El Rancho School District for their support. He spoke about hoping to involve the Sheriff's and Fire Department in providing basketball training to the youth.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 7:02 p.m. in memory of former El Rancho High School Football Coach Ernie Johnson and Melvin Cortez, El Rodeo Valet. 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 September 24, 2013 and approved by the City Council on October 8, 2013.

Anna M. Jerome, Deputy City Clerk

6th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE: 10/08/13

TOTAL REGISTER AMOUNT: \$1,607,244.30

CHECK NUMBERS: 258824-259052

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$1,607,244.30

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$1,607,244.30



To: Mayor and City Council

From: City Manager

Meeting Date: October 8, 2013

Subject: Strategic Growth Council Urban Greening Master Plan Grant Application

Recommendation:

Adopt a Resolution authorizing the submittal of an application for the Urban Greening Planning Grant Program.

Fiscal Impact: \$250,000 of grant funds are available for the Master Plan.

Background:

The State Strategic Growth Council (SGC) has released guidelines for the application by local and regional entities to apply for grant funds through the voter approved Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). The SGC developed the Urban Greening Planning Program to assist entities in developing a master urban greening plan that will layout projects that reduce greenhouse gas emission and provide multiple benefits including, but not limited to, decreasing air and water pollution, reducing the consumption of natural resources and energy, increasing the reliability of local water supplies, and increasing adaptability to climate change.

City staff is proposing to develop the Pico Rivera *Urban Mobility Master Plan* for an active and sustainable future which will focus on strategies to reduce greenhouse gases and for a healthy community. The strategies will include developing connections of local trails to regional trails, appropriately zoning land uses in close proximity to transit, and researching the possibility of developing new parks along the rivers.



Ronald Bates

RB:BM:JG:ll

Attachments: City Council Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE URBAN GREENING PLANNING GRANT PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

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

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of the application by the Applicant's governing board before submission of said application to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out development of the Urban Greening Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pico Rivera resolves as follows:

SECTION 1. Approves the filing of an application for the *Pico Rivera Urban Mobility Master Plan for an Active and Sustainable future*.

SECTION 2. Certifies that the Applicant understands the assurances and certification in the application, and

SECTION 3. Certifies that Applicant will have sufficient funds to develop the plan; or will secure the resources to do so, and

SECTION 4. Certifies that Applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and

SECTION 5. Appoints the City Manager or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the aforementioned plan.

SECTION 6. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

APPROVED AND ADOPTED this _____ day of _____, 2013.

Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



To: Mayor and City Council
From: City Manager
Meeting Date: October 8, 2013
Subject: TREASURER'S REPORT – JUNE 30, 2013

Recommendations:

Receive & file Quarterly Treasurer's Report for the quarter ending June 30, 2013.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

Attached is the Investment Report for the quarter ending June 30. Cash and Investments this quarter totaled \$43,669,836 consisting of \$7,500,774 in non-interest bearing accounts; \$27,000,764 in the State Local Agency Fund (LAIF); and \$9,168,298 of bond investments.

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

A handwritten signature in black ink, appearing to read "Ronald Bates", with a long horizontal line extending to the right.

Ronald Bates

RB:MM

Attachment 1 – Treasurer's Report for Quarter Ending June 30, 2013.

June 30, 2013

June 2013 Treasurer's Report

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

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



Mike Matsumoto
Assistant City Manager/Finance Director

Date: 10/3/2013

CASH BALANCE BY FUND

CITY OF PICO RIVERA
 TREASURER'S REPORT
 June 30, 2013

FUND	TITLE	BALANCE 04/01/2013	INCREASES	DECREASES	BALANCE 6/30/2013
010	GENERAL FUND	(1) ⁽¹⁾ (1,301,681)	13,979,256	(10,644,068)	2,033,507
011	GENERAL FUND DEBT SERVICE	153,277	116	-	153,393
012	PEBO (GASB45) FUND	3,000,000	2,486,552	(860,523)	4,626,029
013	GEN FUND RESERVE - LEAVE LIABILITY	737,506	-	(143,995)	593,511
014	GEN FUND RESERVE - CRA CONTINGENCY RESERVE	1,900,000	-	-	1,900,000
015	GENERAL FUND RESERVE	4,500,000	-	-	4,500,000
016	ECONOMIC STABILIZATION	1,482,948	-	(8,382)	1,474,566
017	IMAGE ENHANCEMENT FUND	2,825,978	9,736	(621,910)	2,213,803
020	SEWER	-	-	-	-
040	GAS TAX	-	472,870	(472,870)	(0)
041	STATE RELINQUISHMENT FUND	-	-	-	-
050	TRANSPORTATION DEV. TAX	(32,321)	32,321	-	-
070	PARK DEVELOPMENT	50,160	38	(22,430)	27,768
090	PROPOSITION A - TRANSP.	402,287	265,059	(164,375)	502,972
095	PROPOSITION C - TRANSP.	1,478,165	521,121	(821,564)	1,177,723
096	MEASURE R FUND	1,413,972	218,989	(143,848)	1,489,112
120	CABLE/PEG SUPPORT FUND	(6,415)	30,647	(24,232)	-
160	SYEP	5,629	4	(5,639)	(5)
200	AIR QUALITY IMPROVEMENT FUND	108,051	19,750	(5,785)	122,017
210	CAPITAL IMPROVEMENT	6,518	7,403,096	(6,020,738)	1,388,876
211	GENERAL PLAN CIP FUND	336,013	100,788	(47,028)	389,773
212	FINANCIAL SYSTEM REPLACEMENT FUND	509,260	-	-	509,260
300	2009 LRB PROJECT FUND	(633,244)	2,468,836	(3,437,675)	(1,602,082)
450	EQUIPMENT REPLACEMENT	1,403,362	1,067	(2,023)	1,402,405
511	HOUSING AGENCY - L&M	4,383	3	-	4,386
531	SECTION 8	1,197,962	1,307,608	(1,370,255)	1,135,315
540	ASSMT DIST 95-1 IMPROVMT FUND	42,576	32	-	42,608
545	LIGHTING ASSESSMENT DISTRICT	(298,284)	613,201	(356,919)	(42,002)
546	PARAMOUNT/MINES ASSESSMENT DIST	30,910	4,027	(23,500)	11,437
547	FLOSSMOR RD. SEWER ASSESSMENT	3,369	3	-	3,371
550	WATER AUTHORITY	(3,015,331)	1,951,700	(1,441,217)	(2,504,847)
550	WRD	1,482,701	198,995	-	1,681,696
551	WATER ENTERPRISE FUND (OLD)	1,002,567	4,080	(3,324)	1,003,324
570	GOLF COURSE	(330,123)	245,895	(214,666)	(298,894)
570	GOLFLINKS	119,418	200,361	(245,808)	73,972
590	SPORTS ARENA	240,795	110,263	(55,756)	295,302
600	BICENTENNIAL CAMPGROUND	-	-	-	-
630	COMMUNITY DEVELOPMENT	(107,915)	280,489	(451,558)	(278,983)
631	CDBR-R GRANT	-	-	-	-
633	E.D.A. GRANT FUND	-	-	-	-
634	E.D.A. - DEVELOPER FEES	2,608,100	1,968	(3,453)	2,606,615
635	EPA SEWER GRANT	-	-	-	-
636	MONTEBELLO BUS GRANT	-	-	-	-
638	FEDERAL AID STPL5351 FUND	-	-	-	-
639	FEDERAL ARRA GRANT	-	-	-	-
640	HOME PROG.GRANT FUND	554,609	138,543	-	693,153
645	FEDERAL EARMARK	-	-	-	-
650	CALHOME GRANT	152,259	750	(65,994)	87,015
670	USED OIL RECYCLE GRANT	28,845	19,045	-	47,889
675	CA BEVERAGE CONTAINER GRANT	53,556	954	-	54,509
677	CA INTEGRATED WASTE MGT BOARD GRANT	-	-	-	-
681	PEDESTRIAN SAFETY PROGRAM GRANT	-	-	-	-
690	REACH GRANTS	710,663	49,280	(261,714)	498,229
697	MISCELLANEOUS LOCAL GRANTS	2,515	1,989	(3,057)	1,447
698	MISCELLANEOUS FEDERAL GRANTS	829	35,364	(285,300)	(249,108)
699	MISCELLANEOUS GRANTS	(105,651)	105,651	-	-
700	URBAN OPEN SPACE & RECREATION	-	-	-	-
715	STATE PARK FUNDS	-	-	-	-
716	PROP 12 - PARKS FUNDS	-	-	-	-
717	PROP 40 - CALIFORNIA PARK FUNDS	-	-	-	-
718	STATE GRANT TCRF PASSON	(1,389,368)	2,247,900	(2,066,019)	(1,207,486)
719	PROP 18 STREET GRANT	-	-	-	-
720	SAFE ROUTES TO SCHOOL(SR2S)	(1,217)	983	(3,100)	(3,334)
851	SUCCESSOR - DS	110,113	1,197,600	(962,682)	345,032
852	REDEVELOPMENT OBLIGATION RETIREMENT FUND	1,193,533	1,793,197	(1,194,433)	1,792,298
853	BOND DEFEASANCE FUND	1,252,228	441,925	-	1,694,152
854	SUCCESSOR SALES TAX	1,065,736	804	(1,540)	1,065,000
855	SUCCESSOR BOND FUND	1,727,088	1,303	-	1,728,391
990	DEPOSIT LIABILITY ACCOUNT	(1) ⁽¹⁾ 1,159,447	94,785	(153,389)	1,100,842
995	SEWC JOINT POWERS AUTHORITY	222,727	-	(5,147)	217,581
	TOTALS	28,058,504	39,058,945	(32,615,910)	34,501,538

⁽¹⁾ With Transfer from Fund 990 to Fund 010 Effective Jan2013 for Business License Revenue

CITY OF PICO RIVERA
 TREASURER'S REPORT
 June 30, 2013

TYPE OF INVESTMENT

DEMAND DEPOSIT ACCOUNTS:

WELLS FARGO GEN ACCOUNT
 WELLS FARGO WRD ACCOUNT
 WELLS FARGO GOLFLINKS
 WELLS FARGO SEC 8 ACCOUNT
 WELLS FARGO SEC 8 ESCROW ACCT

LOCAL AGENCY INVESTMENT FUND ACCOUNTS:

CITY LAIF ACCT#98-19-653
 HOUSING ASSISTANCE AGENCY #25-19-002

TOTAL CASH & INVESTMENTS

FISCAL AGENT (TRUSTEE) INVESTMENTS:

PICO RIVERA WATER AUTHORITY, REVENUE BONDS 1999
 (WATER SYSTEM PROJECT) PICO 99 A&B - BOND FUND
 FEDERAL TREASURY OBLIGATIONS FUND
 FEDERAL TREASURY OBLIGATIONS FUND

PICO RIVERA WATER AUTHORITY, REVENUE BONDS 2001
 FEDERAL TREASURY OBLIGATIONS FUND

PICO RIVERA REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS, 2001 PROJ 1

PFA 2009 BONDS

BNY MELLON TRUST COMPANY

TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS

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

TYPE OF INVESTMENT	ISSUER/ BROKER	INTEREST RATE	FISCAL YTD INTEREST INCOME	BOOK VALUE	PAR VALUE	CURRENT MARKET VALUE (C.M.V.)	SOURCE OF C.M.V.
WELLS FARGO GEN ACCOUNT		0.00%	-	5,211,579	5,211,579	5,211,579	
WELLS FARGO WRD ACCOUNT		0.00%	-	1,681,696	1,681,696	1,681,696	
WELLS FARGO GOLFLINKS		0.00%	-	73,972	73,972	73,972	
WELLS FARGO SEC 8 ACCOUNT		0.00%	-	506,621	506,621	506,621	
WELLS FARGO SEC 8 ESCROW ACCT		0.00%	-	26,906	26,906	26,906	
			-	7,500,774	7,500,774	7,500,774	
			57,721	26,398,976	26,398,976	26,398,976	
		0.24%	1,808	601,788	601,788	601,788	
		0.24%	59,528	27,000,764	27,000,764	27,000,764	
			59,528	34,501,538	34,501,538	34,501,538	
	US BANK	0.00%	-	273,136	273,136	273,136	US BANK
	US BANK	0.00%	-	599,795	599,795	599,795	US BANK
			-	872,931	872,931	872,931	
	US BANK	0.00%	1,190	3,577,668	3,577,668	3,577,668	US BANK
	US BANK	0.00%	-	-	-	-	US BANK
	BNY	0.01%	1,246	4,717,699	4,717,699	4,717,699	BNY
			2,436	9,168,298	9,168,298	9,168,298	



To: Mayor and City Council

From: City Manager

Meeting Date: October 8, 2013

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES – TRAFFIC SAFETY

Recommendation: Receive and file.

Fiscal Impact: \$1,730 (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.

Beverly Road at Layman Avenue

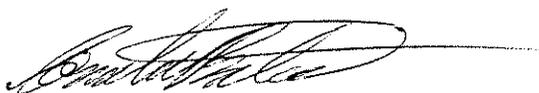
Staff received a request to evaluate visibility and sight distance at the intersection of Beverly Road and Layman Avenue (Intersection). The concern was that motorists that enter Beverly Road from Layman Avenue do not have a clear line of sight because of parked vehicles. Engineering staff's analysis confirmed that when vehicles are parked along the north side of Beverly Road, east of Layman Avenue, sight distance is reduced to below the State standard. To eliminate this issue, staff installed 20 feet of red curb on the north side of Beverly Road, east of Layman Avenue. The red curb resulted in eliminating two (2) on-street parking spaces; providing a sight distance that meets minimum standards; reducing the potential for vehicle collisions, thereby enhancing safety.

Stop Sign - Lindell Avenue and Harrell Street

Staff received a request to analyze the intersection of Lindell Avenue and Harrell Street (Study Intersection). The concern was that of speeding and the potential for accidents. Engineering staff conducted a traffic study which included an evaluation of accident history, vehicular and pedestrian volumes, sight distance, visibility, intersection geometrics, and vehicle speeds. With regards to traffic circulation, staff evaluated vehicular flows, turning movements and queuing patterns in and around the Study Intersection.

Among the issues, the traffic study found that Lindell Avenue and Harrell Street is used as a cut-through street; the Study Intersection was without any traffic control devices; a high volume of right-turn and left-turn vehicular movements at the Study Intersection, particularly during the peak hour; a noteworthy percentage of vehicles simultaneously make left turns onto Lindell Avenue and right turns onto Harrell Street; and high vehicle turning speeds. To mitigate the issues, a one-way stop sign was installed on Harrell Street. The stop sign requires westbound motorists to stop, prior to entering the Study Intersection. This solution reduces the potential for accidents, vehicle turning speeds, and the frequency of simultaneous turning movements, thereby enhancing safety.

The total cost for the installation of striping and signage for all of the items above was \$1,730. This included engineering (\$830), labor (\$550) and materials (\$350). Additional technical information can be found in the attached documents.



Ronald Bates

RRB:AC:RG:JL:lg

Enc.

- 1) Traffic Analysis - Red Curb at Beverly Road and Layman Avenue
- 2) Vicinity Map for Red Curb
- 3) Traffic Analysis - Stop Sign Analysis at Lindell Avenue and Harrell Street
- 4) Vicinity Map for Stop Sign

CITY OF PICO RIVERA
MEMORANDUM

Date: September 19, 2013

To: Director of Public Works/City Engineer

From: Assistant City Engineer

Subject: TRAFFIC SAFETY ANALYSIS
RED CURB REQUEST AT BEVERLY ROAD AND LAYMAN
AVENUE

Background

Staff received a request from residents to investigate the sight visibility for vehicles exiting Layman Avenue onto Beverly Road (Study Intersection). Residents stated that when vehicles are parked on the north side of Beverly Road, just east of Layman Avenue, they do not have a clear line of sight or sufficient sight distance to see incoming traffic.

Roadway Geometrics

Layman Avenue is a residential street with on-street parking on both sides of the street. The prima fascia speed limit is 25 mph. Beverly Road is a secondary road with two lanes of travel for east and west bound traffic. Beverly Road is also a truck route with a posted speed limit of 40 mph. On-street parking is permitted on both sides of the street. Residential apartment complexes exist on south side of Beverly Road, south of Layman Avenue.

Analysis

Staff conducted a field survey and determined that sight distance and visibility is restricted when vehicles park on Beverly Road, near the curb return, east of Layman Avenue (See Figure 1). According to the California Manual for Uniform Traffic Control Devices (CA-MUTCD) and Caltrans Highway Design Manual, the required stop-controlled intersection sight distance for left turns is 445 linear feet and right turns is 385 linear feet. See Tables 1 and 2 below.

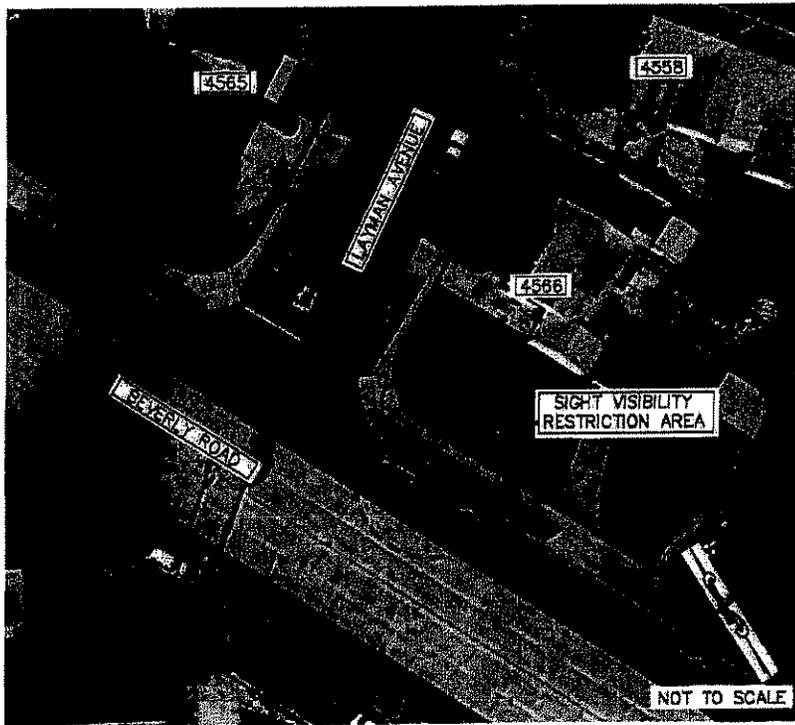


Figure 1: Aerial View

Table 1. Stop Controlled Intersection Sight Distance for Left Turns - Unadjusted for Approach Grade or Number of Lanes (Case B1)

Design Speed mph	Intersection Sight Distance, ft.		
	Passenger Cars, ft.	Single Unit Trucks, ft.	Combination Trucks, ft.
15	170	209	253
20	225	279	337
25	280	348	422
30	335	418	506
35	390	488	590
40	445	557	675
45	500	627	759
50	555	697	843
55	610	766	927
60	665	836	1012
65	720	906	1096
70	775	975	1181
75	830	1045	1265
80	885	1115	1349

Table 2. Stop Controlled Intersection Sight Distance for Right Turns and Crossing - Unadjusted for Approach Grade or Number of Lanes (Case B2 and B3)

Design Speed (mph)	Right Turn Lanes and Crossing Intersection Sight Distance* (ft.)		
	Passenger Cars	Single Unit Trucks	Combination Trucks
20	195	250	310
25	240	315	385
30	290	375	465
35	335	440	540
40	385	500	620
45	430	565	695
50	480	625	770
55	530	685	850
60	575	750	925
65	625	810	1005
70	670	875	1080

Beverly Road has an Average Daily Traffic (ADT) volume of 7,028 vehicles. Vehicle speeds on Beverly Road are relatively normal; the 85th percentile speed is 46 mph. Based on the Statewide Integrated Traffic Records System (SWITRS) traffic collision history report, no accidents were reported at the Study Intersection in the past three years. However, due to the observed vehicle speeds on Beverly Road and impaired sight visibility with parked vehicles, there is a potential for vehicular accidents.

To enhance traffic safety and meet the minimum distance requirement of CA-MUTCD standards and Caltrans Highway Design Manual, a short segment of on-street parking must be removed. Calculations show that 80 linear feet of red curb is required to meet the requirement distance. This required length of red curb will impact the available on-street parking spaces for the residents of the nearby apartment complexes. However, 20 feet of red curb on the north curb of Beverly Road, just east of Layman Avenue, will provide sufficient sight distance for travelers entering Beverly Road from south bound Layman Avenue.

Recommendation

To enhance traffic safety for the public, staff recommends eliminating two (2) on-street parking spaces by installing twenty (20) feet of red curb on the north side of Beverly Road, just east of Layman Avenue. This solution results in providing a sight distance that meets minimum standards and reducing the potential for vehicle collisions.



Rene Gutierrez, P.E.
Assistant City Engineer

RG:JL:mn

Attachment

4565

4558

1

1

LAYMAN AVE.

4566

BEVERLY ROAD

2

CONSTRUCTION NOTES:

- ① — PAINTED 3 FEET OF RED CURB WITH 2 COATS OF PAINT; BEGIN AT THE TOP OF X.
- ② — PAINTED 20 FEET OF RED CURB WITH 2 COATS OF PAINT; BEGIN AT THE BCR.

NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
BEVERLY RD. & LAYMAN AVE. - RED CURB INSTALLATION



PREPARED BY: M. NGUYEN | APPROVED BY: R. GUERRERO *RG* | SCALE: NOT TO SCALE | DATE: 07-23-13

CITY OF PICO RIVERA
MEMORANDUM

Date: September 19, 2012
To: Director of Public Works/City Engineer
From: Assistant City Engineer
Subject: STOP WARRANT ANALYSIS AT LINDELL AVENUE AND HARRELL STREET

Staff received a request to analyze the intersection at Lindell Avenue and Harrell Street. The specific request was for a 3-way stop sign at the intersection of Lindell Avenue and Harrell Street. The following study evaluates this issue and makes recommendations based on technical findings, accident history, vehicular and pedestrian volumes, and field evaluations, with a goal of improving safety. Figure 1 presents a vicinity map of the area.

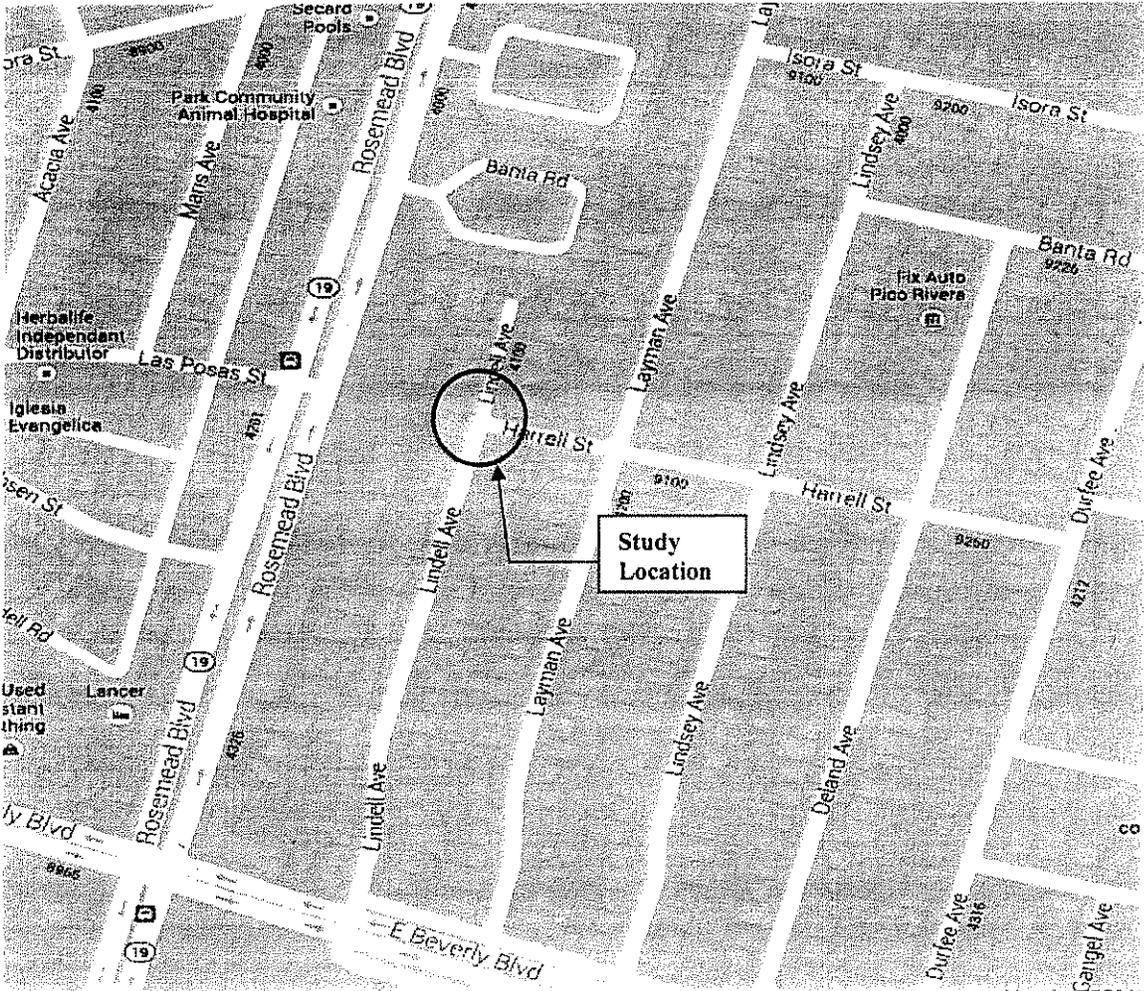


Figure 1: Vicinity Map

Roadway Features

Lindell Avenue and Harrell Street are residential streets that form an intersection (study intersection). The study intersection is located approximately 1,130 feet north of Beverly Boulevard and approximately 1,110 feet west of Durfee Avenue.

Both Lindell Avenue and Harrell Street have on-street parking permitted on both sides of the street. The prima fascia speed limit is 25 MPH on both streets. Lindell Avenue has a fairly narrow roadway width such that motorists have to yield to each other to allow for safe passage if vehicles are parked on both sides of the street.

The study intersection sits within a section of Lindell Avenue that spans from Beverly Boulevard to north end, a length of approximately 1,440 feet, in the north/south direction. Harrell Street, an east-west street, spans from Lindell Avenue to Durfee Avenue. Its length is approximately 1,110 feet in this span.

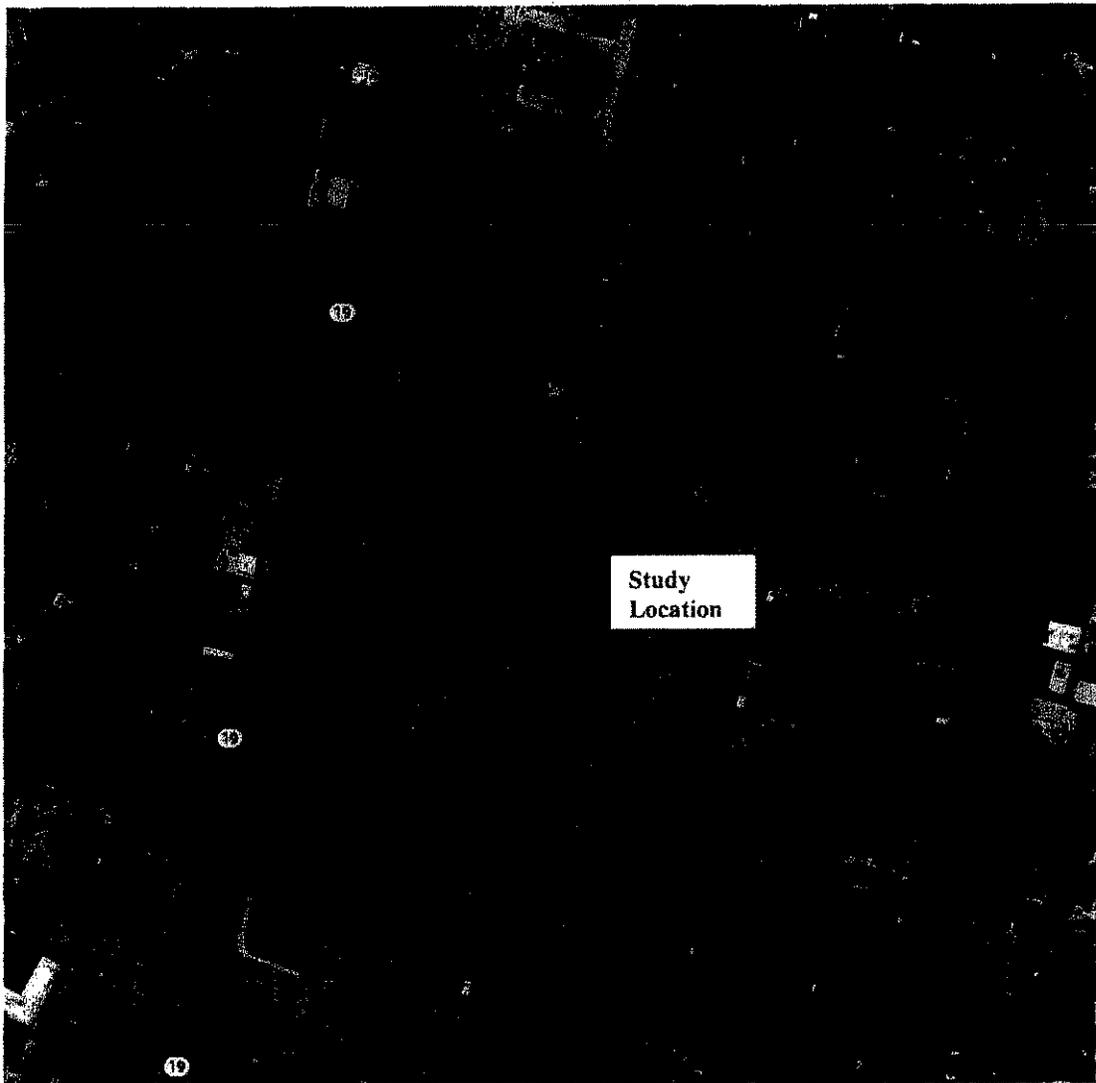


Figure 2: Aerial Photograph

STOP WARRANT ANALYSIS AT LINDELL AVENUE AND HARRELL STREET

Page 3 of 5

Investigation

The concern at the study intersection is one of safety. The California Manual on Uniform Traffic Control Devices (CA-MUTCD) provides standards for evaluating this issue at intersections, as well as general applications for stop signs. Staff utilized the CA-MUTCD guidelines in conjunction with accident history, vehicular and pedestrian volumes, sight distance, and vehicle speeds to evaluate the intersection.

Safety Issues - There are several issues common to intersections that involve safety and there are standards for measuring, analyzing and mitigating such issues. These measurements include vehicular and pedestrian volumes, accident history, sight distance, and vehicle speeds.

- Vehicular Volumes - Per the CA-MUTCD, there are minimum volumes to meet when considering placing a multi-way stop at Lindell Avenue and Harrell Street. There should be an average of at least 300 vehicles (total number of vehicles in both directions on Lindell Avenue) per hour for any 8 hours of an average day. The volumes gathered below demonstrate that the minimum threshold of 300 vehicles in an hour is not met at any time throughout an average 8-hour day. Based on the CA-MUTCD, the placement of a 3-way stop signs at the intersection is not warranted.

TRAFFIC VOLUMES Northbound-Southbound - Lindell Ave. Eastbound -Westbound - Harrell St.

Time	North bound	South bound	East bound	West bound	Totals
00:00-01:00	1	3	3	1	8
01:00-02:00	1	2	0	5	8
02:00-03:00	0	1	1	2	4
03:00-04:00	2	0	0	1	3
04:00-05:00	4	3	5	1	13
05:00-06:00	6	7	2	0	15
06:00-07:00	6	12	10	8	36
07:00-08:00	16	21	9	7	53
08:00-09:00	15	25	10	18	68
09:00-10:00	11	17	8	16	52
10:00-11:00	10	13	3	7	33
11:00-12:00	11	15	14	12	52
12:00-13:00	9	14	8	16	47
13:00-14:00	12	21	10	5	48
14:00-15:00	13	20	7	18	58
15:00-16:00	14	28	13	12	67
16:00-17:00	6	27	10	9	52
17:00-18:00	18	20	26	18	82
18:00-19:00	10	25	22	10	67
19:00-20:00	8	19	12	17	56
20:00-21:00	10	22	12	20	64
21:00-22:00	8	23	12	9	52
22:00-23:00	9	15	13	8	45
23:00-00:00	2	7	4	2	15
Total	376	479	255	242	1,352

STOP WARRANT ANALYSIS AT LINDELL AVENUE AND HARRELL STREET

Page 4 of 5

- Pedestrian Volumes – Per the CA-MUTCD, the combined vehicular and pedestrian volume entering the study intersection from the minor street approach (in this case, Harrell Street) must average at least 200 units (vehicles and pedestrians) for the same 8 hours looked at for the vehicular volumes noted above. There should also be an average delay of at least 30 seconds per vehicle for those vehicles on Harrell Street wanting to turn onto Lindell Avenue. The pedestrian volumes gathered show that there are only few pedestrians crossing Harrell Street. Additionally, the vehicle volumes shown in the table above for Harrell Street do not meet the minimum number of units. Based on the CA-MUTCD, the placement of a 3-way stop signs at the intersection is not warranted.
- Accident History – The safety record at the intersection of Lindell Avenue and Harrell Street is satisfactory with only one reported collisions in the past 12 months. The CA-MUTCD guidelines for stop sign consideration require at least five (5) reported collisions in a 12-month period. The placement of a 3-way stop signs at the intersection is not warranted.
- Sight Distance – Sight distance obstructions do not exist at the study intersection due to its standard geometric design. The placement of a 3-way stop signs at the intersection is not warranted based on sight distance.
- Vehicle Speeds – The CA-MUTCD establishes criteria when analyzing vehicular speed. If the average speed (85th percentile) on Lindell Avenue exceeds 40 mph, then the minimum vehicular volume threshold would decrease from 300 vehicles per hour for any 8 hours of an average day to 210 vehicles per hour. During this study, the average speed was determined to be 30.93 mph. The placement of a 3-way stop signs at the intersection is not warranted.

The intersection of Lindell Avenue and Harrell Street does not meet the CA-MUTCD warrant for a 3-way stop signs based on the analysis above. A CA-MUTCD excerpt and Stop Sign Warrant Worksheet are attached in this report for reference.

Nonetheless; there is a high volume of left-turn and right-turn vehicle movements at the intersection. This is the case because Lindell Avenue is used as a cut-thru street yet it ends immediately north of Harrell Street at a cul-de-sac. This issue forces the large majority of the vehicles to make right and left turns at the intersection, and sometimes simultaneously.

With regards to the issue of speeding, technical staff confirmed that the average vehicle speeds exceeded the speed limits (i.e. 25 MPH). The average speeds on Lindell Avenue and Harrell Street were approximately 31 MPH; however, this average speed is common on residential streets Citywide and is not commonly designated as speeding neither by the Sheriff's Department or engineering staff. The issue that the study did find is that motorists make fast turns at the intersection. Since the intersection is not controlled by any traffic signs, the high volume of turning movements in combination with the fast turning vehicles creates a potential for accidents.

Recommendation

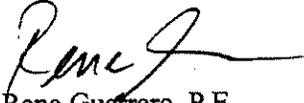
At this time, based on the California MUTCD All-Way Stop Sign Warrants, the conditions at this intersection do not warrant the installation of all-way stop controls.

However; during the peak hour, a significant number of vehicles entered the study intersection. These vehicles were simultaneously making left turns onto southbound Lindell Avenue and right

STOP WARRANT ANALYSIS AT LINDELL AVENUE AND HARRELL STREET

Page 5 of 5

turns onto eastbound Harrell Street. The high volume of vehicles entering the intersection without any traffic control creates an unsafe intersection. Due to a high volume of left-turn/right-turn movements from Harrell Street and Lindell Avenue entering the intersection without any traffic controlled device, a one-way stop can be placed on Harrell Street, based on engineering judgment, to enhance the safety of the intersection. The stop sign on Harrell will help to control the motorists traveling westbound on Harrell Street to enter the intersection safely and avoid head-on/broadside collisions with motorists traveling northbound on Lindell Avenue.



Rene Guerrero, P.E.
Assistant City Engineer

RG:MN:lg

Attachment

California MUTCD (excerpt)

Section 2B.07 Multiway Stop Applications

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in Section 2B.05 also apply to multiway stop applications.

Guidance:

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

Stop Sign Warrant Worksheet

MUTCD STOP SIGN - Warrant Analysis

City of Pico Rivera Los Angeles County Calic M. NGUYEN Date 8/12/2013
 Agency County Check Date

Major St: Lindell Avenue Critical Approach Speed 25 mph
 Minor St: Harrell Street Critical Approach Speed 25 mph

Section A - Is a Stop Sign being used temporarily for a justified Traffic Signal? YES NO
 Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Section B - Accident Experience 100% SATISFIED YES NO
 80% SATISFIED YES NO
 A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

ACCIDENT HISTORY			
Minimum Requirement	2012	2011	2010
100% - 5 or More	1	0	0
80% - 4 or More			

Section C1 - Minimum Vehicular Volume 100% SATISFIED YES NO
 80% SATISFIED YES NO
 The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

APPROACH LANES	MINIMUM REQUIREMENTS									
	100%	80%	8	9	13	14	15	16	17	18
Both Approaches Major Street	300	240	35	42	43	62	38	44	71	90
Both Approaches Minor Street	200	160	29	27	29	42	28	28	50	27

Section C2 - Combined Volumes 100% SATISFIED YES NO
 80% SATISFIED YES NO
 The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic

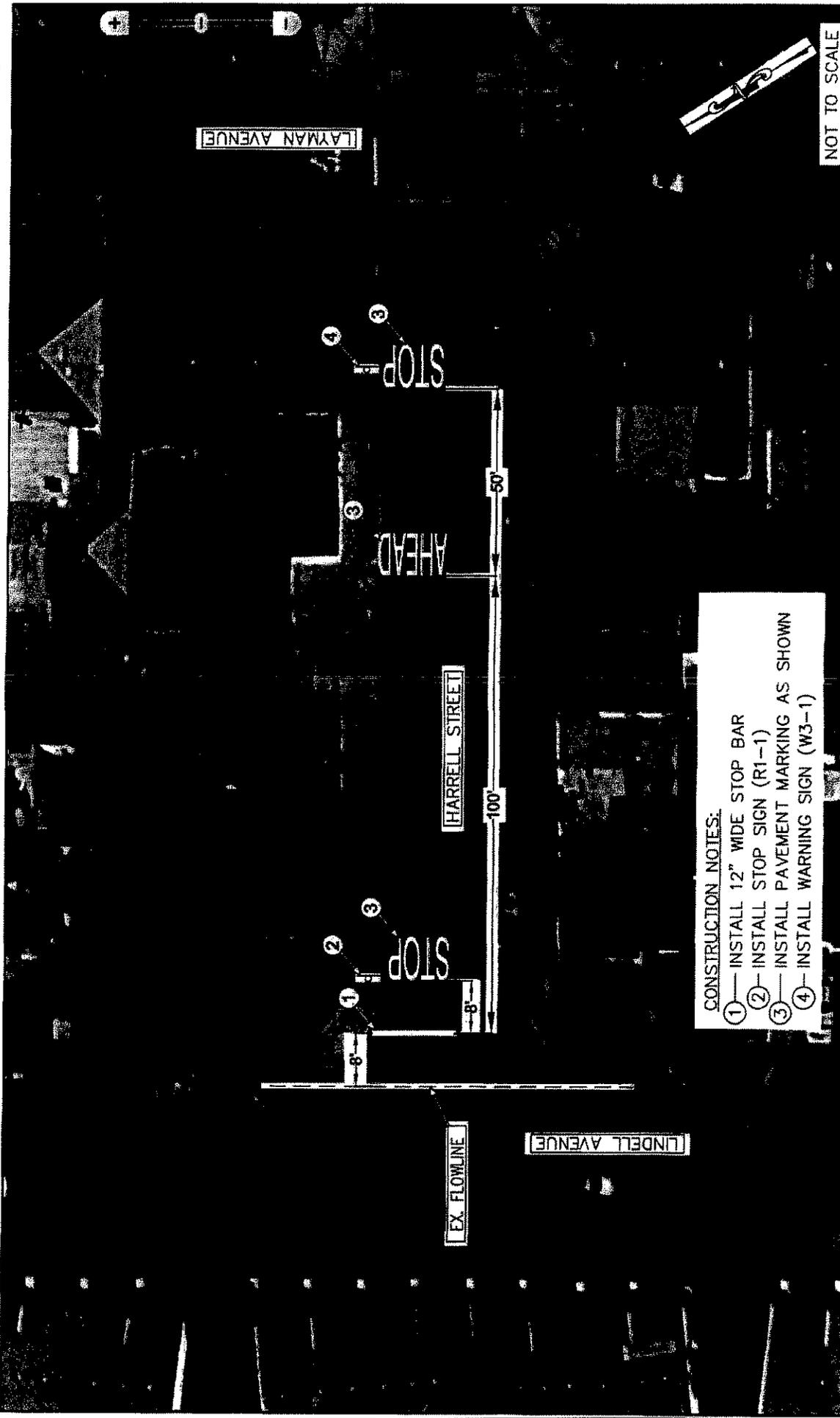
Section C3 - Speeds Greater Than 40 MPH YES NO
 YES NO
 If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

Section D - Combination of Warrants SATISFIED YES NO
 Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Criteria B satisfied at 80% 80% SATISFIED YES NO
 Criteria C1 satisfied at 80% 80% SATISFIED YES NO
 Criteria C2 satisfied at 80% 80% SATISFIED YES NO

Option: Other criteria that may be considered in an engineering study include:
 A. The need to control left-turn conflicts;
 B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
 D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

LAYOUT DRAWING T



NOT TO SCALE

- CONSTRUCTION NOTES:**
- ①—INSTALL 12" WIDE STOP BAR
 - ②—INSTALL STOP SIGN (R1-1)
 - ③—INSTALL PAVEMENT MARKING AS SHOWN
 - ④—INSTALL WARNING SIGN (W3-1)

CITY OF PICO RIVERA	
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION	
PROJECT: INSTALLATION OF STOP SIGN AT LINDELL AVE. AND HARRELL ST.	
Reviewed By: <i>[Signature]</i>	Date: 8-23-13
Approved By: <i>[Signature]</i>	Date: 8/23/13
Authorized By: <i>[Signature]</i>	Date: _____
PREPARED BY: M. Nouyen DATE: 08-23-13 SCALE: NOT TO SCALE	
Arturo Carvantes, Director of Public Works/City Engineer, RCE 60535	
SHT. 1 OF 1	



To: Mayor and City Council
From: City Manager
Meeting Date: October 8, 2013
Subject: COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM –
CIP 21254 – AWARD OF CONTRACT TO CITITECH SYSTEMS

Recommendation:

- 1) Award a 5-year contract to Cititech Systems for a Computerized Maintenance Management System (CMMS) in the amount of \$112,100 and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
- 2) Transfer \$20,000 in budgeted General Funds from CIP No. 21192, and \$27,080 in budgeted Water Authority Funds from CIP No. 21177, to CIP No. 21254.

Fiscal Impact: The initial cost will be \$67,700 and the annual fees for years 2 through 5 will be \$11,100.

Discussion:

The Public Works Department, Field Operations Division requires a Computerized Maintenance Management System (CMMS) to support all functions of the Division's planning, maintenance and operations programs. A CMMS is the latest in Public Works software technology, and is necessary to replace the Division's outdated work order system.

CMMSs have been in the industry for more than 25 years. These work order systems are used to ensure all operations and maintenance activities are accomplished. CMMSs provide tools for organizing, planning, scheduling, budgeting, and performing Public Works maintenance activities. Some key features of a CMMS program include short-term and long-term scheduling capabilities, performance-based budget preparation, work order automation, report production, and maintenance of historical data. CMMS systems also eliminate labor intensive, manual processes.

Some steps have been taken towards implementing a CMMS. On January 22, 2013 the City Council approved a \$75,156 contract with LA Consulting to procure and implement a CMMS. The procurement process is well under way and the next step is purchasing the system.

On May 29, 2013, Public Works released a comprehensive Request for Proposal (RFP), for the CMMS to prospective vendors and two vendors responded. The CMMS software selection committee believed some vendors may have misinterpreted the RFP, so the committee decided

COUNCIL AGENDA REPORT – MTG. OF 10/08/13
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM – CIP 21254 – AWARD OF
CONTRACT TO CITITECH SYSTEMS

Page 2 of 2

not to review the CMMS proposals or open the cost proposals. The City issued an RFP addendum that clarified the RFP. The addendum was sent to all vendors who initially received the RFP. This resulted in three vendors responding. The cost information was opened and the committee requested demonstrations from all three vendors (Cititech Systems, Lucity, and MainStar).

On September 5, 2013, vendor demonstrations were held and each vendor was ranked. The selection committee opted to request a "best and final" fee proposal for each CMMS solution based on a revised scope and updated technical requirements. Consequently, all three vendors decreased their cost estimate from the initial submittal by 35% to 52%. Below is a summary of the three fee proposals for the initial cost (first year), and 5-year costs:

<u>Contractor</u>	<u>First Year</u>	<u>Total 5-Year Cost</u>
1. Cititech Systems	\$67,700	\$112,100
2. Lucity	\$100,500	\$169,431
3. MainStar	\$149,900	\$215,230

Although all firms met the minimum requirements in the RFP, Cititech Systems is recommended for the contract. Cititech Systems exhibits the capability, capacity, and experience to perform the work required as outlined in the RFP. Among the features of their maintenance management system are program and project management; automated work orders, pay and leave reporting; and management of reports using Crystal Reports.

Staff is recommending that a 5-year contract be awarded to Cititech Systems in the amount of \$112,100. This contract includes purchasing the software and eleven (11) licenses; provides unlimited software upgrades within the 5-year contract period; and provides staff training as well as technical support.

Funding for the maintenance management system is from the current CIP program. The first year's cost in the amount of \$67,700 is budgeted with \$40,620 in General Funds and \$27,080 in Water Authority Funds in CIP Nos. 21192, 21177 and 21254. The annual cost in years two through five is \$11,100, and will be recommended for appropriation by fiscal year.



Ronald Bates

RRB:AC:GI:lg

Enc.

- 1) Professional Services Agreement

AGREEMENT NO. _____
**PROFESSIONAL SERVICES AGREEMENT
 BETWEEN THE CITY OF PICO RIVERA AND
 CITITECH SYSTEMS**

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide a Computer Maintenance Management System.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Table 1 in the Consultant's September 16, 2013 Proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's September 16, 2013 proposal to City attached hereto as Exhibit "A"

3.3 "Commencement Date": November 1, 2013

3.4 "Expiration Date": June 30, 2018

4. TERM

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

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written

amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Twelve Thousand One Hundred Dollars (\$112,100) unless specifically approved in advance, in writing, by City.

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

6. COMPENSATION

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

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. COMPLIANCE WITH LAWS

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

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not

working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

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

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

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

14. INDEMNIFICATION

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

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

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

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

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

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

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

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

City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot

be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

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

18. PERMITS AND APPROVALS

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

19. NOTICES

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

If to City:

Ronald Bates, Ph.D., City Manager
City of Pico Rivera
PO Box 1016
6615 Parsons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Brian McKiernan, President
Cititech Systems
PO Box 7626
Rapid City, SD 57709
Facsimile: (605) 716-7764

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

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

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

22. ASSIGNMENT

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

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

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

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

26. COURT COSTS

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

27. SEVERABILITY

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

28. GOVERNING LAW

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

29. ENTIRE AGREEMENT

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

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

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
CITITECH SYSTEMS

Gustavo V. Camacho, Mayor

By: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Date: _____

Date: _____



P.O. Box 7626
RAPID CITY, SD 57709
(605) 348-5069
WWW.CITITECH.COM
CORPORATE@CITITECH.COM

September 16, 2013

EXHIBIT "A"

Glen Infuso
Field Operations Manager
6615 Passons Blvd
Pico Rivera, CA 90660

Dear Mr. Infuso,

We truly appreciate the opportunity to offer a software configuration that we think will meet the City's work and asset management objectives, save thousands of dollars in software licensing and implementation costs, and provide a low-cost path to future expansion as objectives change.

Per your request, we completed the tables to provide an updated cost estimate. I've also taken the liberty of commenting on several of the items to help the selection committee better understand how we arrived at this estimate and how the software can be expanded in the future as needed.

Your new requirements will greatly simplify implementation and reduce software/project costs by over \$102,900 from our original five-year cost estimate. CMS has an import capability that allows users to import assets, labor, equipment and material resources in Excel, Access or ODBC formats. This eliminates vendor-provided data conversion and import and project management and reduces implementation costs by \$20,000. We will provide implementation, conversion/import and report writing assistance at no cost, if accomplished remotely. If we must develop software programs or reports or provide on-site assistance, that is subject to our custom development fees of \$200/hour, plus expenses. These services are normally not required.

Adopting a "Train-the-Trainer" approach and reducing the number of vendor-provided training days not only reduces training costs by almost \$28,000, it gives the City a valuable resource of trained trainers and subject matter experts to ensure on-going software usability. Eliminating the annual site visits saves an additional \$30,000 over five years and isn't normally required. We provide web-based training at no cost and maintain close contact with our user community.

And, finally, modifying the number of software licenses reduces license fees by \$19,500 initially and \$3,900 each year (\$15,600 in five years) in software maintenance and support fees. Incidentally, software maintenance and support is provided at no cost for one year after activation and includes free updates and upgrades. After the first year, software maintenance and support is provided at 20% of the current license fees.

Table 1 – Implementation and First Year Cost

No	Module Exists (Y/N)	Included in another Module (Y/N)	Modules	Unit Cost	Minimum Users	Extension	Total number of licenses included at this cost
1	Y	N	Basic System (core installation)	\$1,200	10	\$27,000	11
2	Y	N	Condition and Asset Inventory	\$1,000	5	\$5,000	5
3	Y	Y (#4)	Work Requests	\$ 0	10	\$ 0	10
4	Y	N	Work Orders	\$1,000	10	\$10,000	10
5	Y	Y (#1)	Preventative Maintenance Scheduling	\$ 0	5	\$ 0	11
6	Y	N	Asset Management	\$1,500	5	\$7,500	5
7	Y	Y(#6)	AM – Streets / Roads / Pavement	\$ 0	3	\$ 0	5
8	Y	Y (#6)	AM – Signs / Markings	\$ 0	3	\$ 0	5
9	Y	Y (#1)	AM – Parks	\$ 0	3	\$ 0	11
10	Y	Y (#1)	AM – Facilities	\$ 0	3	\$ 0	11
11	Y	Y (#6)	AM – Water	\$ 0	3	\$ 0	5
12		Y (#1)	AM – Fleet	\$ 0	3	\$ 0	11
13	Y	Y (#1)	Warehouse / Material Inventory	\$ 0	3	\$ 0	11
14a	Y	Y (#1)	Work Management	\$ 0	4	\$ 0	11
14b	Y	N	Planning and Budgeting	\$1,500	4	\$6,000	4
15	Y	N	Report Writer	\$500	1	\$ 0	1
Cost Sub Total						\$ 55,500	
16	N/A		Annual Fee (First Year if required) *		LS	\$ 0	
17	N/A		Implementation Training (1 trip @ 4 working days)		LS	\$7,800	
18	N/A		Final Training (after City establishes business processes – 1 trip @ 2 working days)		LS	\$4,400	
19	N/A		Additional Implementation Cost (Vendor to estimate additional effort)		LS	\$ 0	
Cost Sub Total						\$12,200	
Total Fee for First Year						\$67,700	
* indicate time of first instance of annual fee <u>One Year</u> after Activation.							

Table 2 – Second – Fifth Year Costs

No.	Description	Total Cost
1	Fee for annual updates (See Note below)	\$ 0
2	Technical Support (Software Maintenance and Support)	\$11,100
Total Fee for Second Year		\$11,100
3	Fee for annual updates (See Note below)	\$ 0
4	Technical Support (Software Maintenance and Support)	\$11,100
Total Fee for Third Year		\$11,100
5	Fee for annual updates (See Note below)	\$ 0
6	Technical Support (Software Maintenance and Support)	\$11,100
Total Fee for Fourth Year		\$11,100
7	Fee for annual updates (See Note below)	\$ 0
8	Technical Support (Software Maintenance and Support)	\$11,100
Total Fee for Fifth Year		\$11,100
Total Fee for First Year		\$12,200
Total Fee for First – Fifth Years		\$56,600

Table 3 – Additional Modules/Features provided as part of the cost proposal that are not listed

Module/Feature	Number of Users
Unlimited Management Units with roll-up reporting	11
Program Management	11
Unlimited asset management for user-defined General Assets	11
Project Management	11
Integrated FEMA Reporting	11
Employee Management and Pay/Leave Reporting	11
Equipment Maintenance with PM scheduling	11
Fund Accounting: Chart of Accounts and General Ledger	11
Purchase Orders/Requisitions	11
Billing and Invoicing	11
Customers/Vendor/Contractor Management	11
350+ Management Reports using Crystal Reports	11
Alert Reminders	11
2,000 User-defined Fields	11
Performance-based Activity Descriptions	11
The Dispatcher (web-enabled work order notification/completion)	11
Google/Bing/Web map integration	11
Import/Export	11
Routes/Crews/Kits	11
Sophisticated Location/Asset integration (Address, LRS, GPS, GIS)	11
Smart Client Technology (can operate connected, disconnected or via the Internet)	11

Table 4 – Mobile feature available in addition to cost proposal

Module/Feature	Number of Users	Unit Cost	Extension
Remote Processing for Laptops, Tablets and Handhelds	1	\$1,250	\$1,250
Web-enabled Service Requests	Unlimited	\$5,000	\$5,000

Table 5 – Additional modules/functions potentially needed in the future

Module/Feature	Number of Users	Unit Cost	Extension
Multi-user licenses	5	\$1,200	\$6,000
Work Scheduling	5	\$500	\$2,500
Signs Plus (MUTCD Retro-reflectivity)	2	\$500	\$1,000
Water Service (Meter replacement/repair)	1	\$300	\$300
Warehouse Operations (supports barcoding)	1	\$500	\$500
Automated Fuel System Integration	Unlimited	\$2,500	\$2,500
Bi-directional ESRI GIS Integration	1	\$1,000	\$1,000
Equipment Replacement and Budgeting	1	\$500	\$500
Contract Management	1	\$1,000	\$1,000
User-defined Triggers	Unlimited	\$5,000	\$5,000
Custom development, data conversion/import, report writing	LS	\$200/hr	

These are optional modules and can be added at any time with full CMS integration. The only modules we recommend be considered as part of the initial implementation are Work Scheduling and Signs Plus.

This would increase software licensing by \$3,500 and annual software maintenance and support by \$700.

Notes:

The following notes are provided to clarify licensing and cost estimates.

Item No.	Comments
Table 1	
1	<p>This line item includes the Basic System (a one-time single-user license priced at \$15,000), <u>plus</u> 10 multi-user licenses (priced at \$1,200 each) providing user access to the Basic System and the optional modules. The Basic System provides basic core functionality and includes several of the modules listed in Table 1 and all the modules/features listed in Table 3. Since the Basic System is a one-time license fee, the multi-user license fee is shown for unit cost, since that is the only cost required for additional core licenses.</p> <p>Based on the number of other modules desired and our past experience, it's <u>possible</u> an additional user licenses may be required in the future. The 11 user licenses should be sufficient, at least initially, but since these licenses are shared among all modules, additional multi-user licenses <u>may</u> be required.</p>
2	<p>This line item provides inspections and condition assessment using both traditional condition index and Level of Service analysis that compares asset condition based on a target vs. actual basis and past performance to update work effort in work plans and budgets to best meet condition objectives.</p>
3 - 4	<p>Service Requests and Work Orders are basically different tabs of the same module. A Service Request is designed for call-takers to "request service". The Work Order reviews the Request, assigns resources and schedules work. The Dispatcher, a web application, sends emails or text messages to field workers notifying them of pending work orders and allowing them to complete the work order and work report on-line. There is no cost for this unlimited web-based functionality, but it consumes a Service Request/Work Order license for as long as the web app is open (minimum of two minutes). This <u>could</u> affect Service Request/Work Order licensing requirements.</p>
5	<p>Preventative Maintenance Scheduling for Assets and Equipment is included as part of the Basic System. It doesn't require a separate license, but consumes one CMS license when in use.</p>
6	<p>Asset Management licensing includes three major asset types: Pavement (streets, roads, alleys, parking lots or other user-defined pavement types), Roadway Features (bridges, culverts/catchbasins, guardrails, signs, signals, sidewalks, curb/gutter, or any other feature related to a pavement record), Utilities (water, waste water, storm water and surface drainage). It's <u>possible</u> additional asset management licenses may be required, depending on usage, but we five user licensing should be sufficient initially.</p>
7	<p>Streets, Roads and Pavement are included as part of Item 6: Asset Management above</p>
8	<p>Signs and Markings are included as part of Item 6: Asset Management above. Signs Plus, an optional module expands sign management capability and was designed to meet new FHWA</p>

	MUTCD Retro-reflectivity requirements. It is not included here, but recommended in Table 5.
9	Parks are a user-defined General Asset and included as part of the Basic System above.
10	Facilities are a user-defined General Asset and included as part of the Basic System above
11	Water is included as part of Item 6: Asset Management above
12	Equipment maintenance management (for plant and rolling equipment) is included as part of the Basic System above
13	Material inventory management is included as part of the Basic System above. It provides real-time inventory control for equipment (i.e., repair parts, tires, oil/lube, tires, etc.) and general operations. It includes purchase orders, inventory receipts, transfers, counts and reconciling. Warehouse Operations is an optional module listed in Table 5.
14a+b	This line item was divided into two because Work Reporting is included as part of the Basic System above and Work Planning and Budgeting is a separate module. Work Scheduling is a user-oriented work scheduling calendar and provides resource availability. It is not included here, but recommended in Table 5.
15	A Crystal Reports license is not required to run the 350+ existing CMS reports. Report Set-up screens limit data reporting and offer data export. A Report Writer license is required to modify existing reports or create new ones and we include one Crystal Reports license for that purpose. Additional licenses can be purchased from Business Objects or CitiTech Systems.
16	<u>Software Maintenance and Support includes free updates and upgrades</u> and is provided at no cost for one year after activation. After the initial period, it is available on an annual basis at 20% of the current license fees.
17-18	Includes six days of training, plus estimated expenses. Travel and other expenses are billed for actual cost and won't exceed total bid estimate, but they could be less.
19	Assuming the City does not require Professional Liability Insurance, there should be no additional implementation costs.

We are looking forward to working with the City of Pico Rivera and LA Consulting. The City has spent a significant amount of time defining the project and identifying work processes, plans, assets and other basic information. LA Consulting is uniquely qualified to assist implementing the system because they know City objectives, CMS functionality and our abilities. Implementing and deploying the software and training the trainers should be a simple process. The only unknown is populating essential data tables. The City has accepted that responsibility. Fortunately, we have a flexible import capability and stand ready to assist whenever needed to help the City understand CMS data architecture and relationships.

This is a simple, straight-forward project. The software can be installed and deployed in a day. Data could probably be converted / imported within 2-3 weeks, if electronic files are available. We can assist

remotely. Initial training shouldn't occur until CMS data tables have been populated with City data. Follow-up training should occur 3 months after the software is in full production.

We are offering a "results-oriented, performance-based" asset management system. It uses best business practices to plan, budget, schedule, perform and evaluate work costs and performance. It compares asset condition on a "desired vs. actual" basis and factors past work history to suggest modifications in work plans and work effort that best meet objectives. It has become the asset management standard and meets GASB-34, MAP-21, PAS-55 and ISO 55000 asset management. This may require additional work relating assets, activities and distresses to achieve performance-based goals, but LA Consulting and/or CitiTech Systems can help you meet your goal.

Thank you for the opportunity to configure a system we believe will best serve the City and provide a path to expanded functionality. Please feel free to add or remove any module/feature from the tables; remembering to adjust the licensing and annual software maintenance and support fees. If you have any questions, please let me know.

Best regards,



Brian McKiernan
President



To: Mayor and City Council

From: City Manager

Meeting Date: October 8, 2013

Subject: SMITH PARK AND RIO VISTA PARK RENOVATION PROJECTS – AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT NO. 10-1180 WITH URS CORPORATION, INC. - CONSTRUCTION MANAGEMENT SERVICES

Recommendation:

Approve Amendment No. 7 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. (URS) for additional construction management services for a not-to-exceed amount of \$76,160, and authorize the Mayor to execute Amendment No. 7 in a form approved by the City Attorney.

Fiscal Impact: \$60,928 Account No. 210-7310-44500-00021218 (Smith Park)
\$15,232 Account No. 210-7310-44500-00021224 (Rio Vista Park)
\$76,160 Vital City Services Bond

Discussion:

On October 12, 2010, the City Council awarded URS Corporation, Inc. a professional services agreement for a not-to-exceed amount of \$1,135,744, to provide construction management services for the Parks Master Plan Renovation Projects (Pico, Rivera, Smith, and Rio Vista Parks).

Since awarding the contract, six (6) amendments have been approved. Amendment No. 1 reduced the contract scope of work and fees to \$1,067,193. This amendment was necessary to change the construction management approach and to incorporate construction management services for the Pico Park Transit Hub Project. Amendment Nos. 2 and 3, for a total amount of \$93,993, were necessary to extend construction management services on Rivera Park through August 31, 2012. Amendment Nos. 4 and 5, for a total amount of \$325,950, were previously approved for additional construction management services on Rivera Park, Smith Park and Rio Vista Park through August 16, 2013. Amendment No. 6, approved administratively, extended URS' services through August 30, 2013 without additional compensation. The current total contract amount is \$1,487,136.

SMITH PARK AND RIO VISTA PARK RENOVATION PROJECTS – AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT NO. 10-1180 WITH URS CORPORATION,
INC. - CONSTRUCTION MANAGEMENT SERVICES

Page 2 of 2

The Smith Park and Rio Vista Park Renovation Projects are continuing on an extended schedule due to weather delays, unforeseen conditions, and additional City-requested improvements. Staff anticipates substantial completion in October 2013 on both the Smith Park and Rio Vista Park Renovation Projects.

Additional construction management services in the amount of \$76,160 are necessary through completion of construction. Services include construction management, observation of construction activities in the field to confirm compliance with plans and specifications, scheduling support, estimating, maintaining project controls and project closeout.

The total additional cost includes \$60,928 and \$15,232 for extended construction support services for Smith Park and Rio Vista Park, respectively. These additional services are budgeted for and will be funded through the Vital City Services Bond allocated for the respective park renovation projects. The total contract amount, inclusive of Amendment No. 7, would be \$1,563,296. There is no impact to the General Fund.

As a status update, construction on the Smith Park and Rio Vista Park Renovation Projects is progressing. Major milestones completed to date include installation of added field lighting, concession building restrooms, and installation of scoreboards and public address systems. Pending improvements include establishment of turf areas, parking lot expansion, landscaping and peripheral improvements.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Amendment No. 7 to the Professional Services Agreement

**AMENDMENT NO. 7
TO THE PROFESSIONAL SERVICES AGREEMENT WITH
URS CORPORATION, INC., AGREEMENT NO. 10-1180**

THIS AMENDMENT NO. 7 TO AGREEMENT NO. 10-1180 FOR PROFESSIONAL SERVICES WITH URS CORPORATION, INC. ("Amendment No. 7"), 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 URS CORPORATION, INC., ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 10-1180 ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.
- C. CONSULTANT has proposed, and CITY has accepted, CONSULTANT's Proposal, set forth in the Consultant's Proposal to City dated November 26, 2012, attached hereto as Exhibit "A".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT FOR SMITH & RIO VISTA PARKS.

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

Extended professional services as set forth in the Consultant's Proposal to City dated September 26, 2013, attached hereto as Exhibit "A".

2. TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.

Consultant shall undertake and complete the modified work and services set forth in Exhibit "A", within upon issuance of Notice to Proceed. Notwithstanding any other provision of this Amendment No. 7, changes the Agreement (Article 3.4) end date to November 1, 2013.

3. MODIFICATION OF CONSULTANT'S COMPENSATION.

To reflect the above described additional Construction Management Services staffing for Smith, Rio Vista & Rivera Parks, the last sentence of Section 5.1 of the Agreement shall be replaced by the following:

In no event shall the total compensation and costs payable to Consultant under this Agreement exceed \$1,563,296.00 (One Million Five Hundred Sixty Three Thousand, Two Hundred Ninety Six dollars and zero cents), unless specifically approved in advance, in writing, by the City.

4. 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.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 7 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. 7.

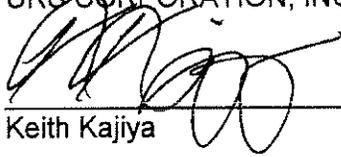
[End of Amendment No. 7. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
URS CORPORATION, INC.

Gustavo V. Camacho, Mayor



Keith Kajiya

Title: Vice President, Office Manager

Dated: _____

Dated: 9/26/13

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A – 9/26/13

For the period of 8/31/13 thru 11/01/13, URS to provide the following remaining basic services and reducing staffing and fees.

REMAINING SERVICES

- Field Observation
- Periodic progress photographs
- RFIs – track thru CMS, forward to HAI, send response to contractor
- Submittals – track thru CMS, forward to HAI, send response to contractor
- Pay Requests – finalize with contractor and submit to City
- Coordinate periodic Completion Meetings, compile and publish action items (as needed)
- Review of Contractor PCOs (proposed change orders)
- Prepare Change Order Documents and transmit to City
- Support Project Team in gathering and publishing punchlists from the various Team Members
- Periodic entry of field report into CMS

REDUCED STAFFING & FEES

Resources	Rate	Hours	Total	ALLOCATION	
				Smith	RioVista
<u>SMITH & RIO VISTA</u>				21218	21224
				(30%)	(20%)
Sr CM	\$ 145	72	\$ 10,440	\$ 3,552	\$ 2,088
CM	\$ 128	360	\$ 46,080	\$ 13,864	\$ 9,216
Support	\$ 50	144	\$ 7,200	\$ 2,160	\$ 1,440
PM+Controls	\$ 190	56	\$ 10,640	\$ 3,192	\$ 2,128
Expenses			\$ 1,800	\$ 1,440	\$ 360
			SUB-TOTAL	\$ 60,928	\$ 15,232



To: Mayor and City Council
From: City Manager
Meeting Date: October 8, 2013
Subject: TELEGRAPH ROAD LANDSCAPE MEDIAN IMPROVEMENTS PROJECT, CIP NO. 21232 - AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 11-1221 WITH GHD, INC.

Recommendation:

Approve Amendment No. 3 to Professional Services Agreement No. 11-1221 with GHD, Inc., formerly known as Winzler & Kelly, for additional design services for an amount not to exceed \$29,549 in accordance with proposal to the City dated December 18, 2012, and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Fiscal Impact: \$29,549 Proposition C Funds

Discussion:

On May 10, 2011, Winzler & Kelly was awarded a professional services agreement to provide engineering design and construction support services for the subject project for an amount of \$199,398. Subsequently, two amendments were processed.

Amendment No. 1 was needed to reflect Winzler & Kelly's name change to GHD, Inc. Amendment No. 2, in the amount of \$20,940, was necessary for additional design services. Both of the amendments were approved administratively. The current contract amount is \$220,338.

Amendment No. 3 is necessary to cover design revisions and additional construction support services through the end of construction. Amendment No. 3 includes design revisions necessary to incorporate, (1) the reconstruction of the Rosemead Boulevard-Lakewood Boulevard/Telegraph Road intersection (Intersection), and (2) a new left-turn pocket at Chaney Avenue. The Intersection was incorporated after receiving additional grant funding in the amount of \$552,000 from the Gateway Cities Council of Governments and previous approvals received by the City Councils of both Pico Rivera and Downey. The left-turn pocket was incorporated at the request of the City of Downey and funded by Downey.

COUNCIL AGENDA REPORT - MTG. OF 10-08-13
TELEGRAPH ROAD LANDSCAPE MEDIAN IMPROVEMENTS PROJECT, CIP NO. 21232
— AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 11-1221
WITH GHD, INC.
Page 2 of 2

Amendment No. 3 also reflects construction support services through completion of construction. Construction of the project is on an extended schedule due to contractor delays. Remaining activities under the Consultant's scope include overseeing a construction punchlist, as well as preparing the as-built plans and final electronic files.

Amendment No. 3 is for an amount of \$29,549 and is budgeted in the Capital Improvement Program. The final design fee is \$249,887. Design fees are fully funded by the cities of Pico Rivera and Downey. Pico Rivera's share is funded with Proposition C.



Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Amendment No. 3 with GHD, Inc.

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT NO. 11-1221
WITH GHD, INC., FORMERLY WINZLER & KELLY**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 11-1221 FOR PROFESSIONAL SERVICES ("Amendment No. 3"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and GHD, INC. ("CONSULTANT").

RECITALS

- A. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SERVICES TO BE PERFORMED BY CONSULTANT.

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

Additional design services as set forth in Consultant's Proposal to City dated December 18, 2012, attached hereto as Exhibit "A-1".

2. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified scope of services identified in this Amendment No. 3 shall be as follows:

Not to Exceed \$29,549 (Twenty Nine Thousand Five Hundred and Forty Nine Dollars) as set forth in the Consultant's Proposal to City dated December 18, 2012, attached hereto as Exhibit "A-1".

3. 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.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No.3 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. 3.

[End of Amendment No. 3. Signatures to follow.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
GHD, Inc.

Gustavo V. Camacho, Mayor



Title: IRVINE OFFICE MANAGER

Dated: _____

Dated: 9/26/13

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Dated: _____

Dated: _____

Exhibit "A-1"

SCOPE OF SERVICES

**Telegraph Road and Rosemead/Lakewood Intersection Improvements
December 18, 2012**



EXHIBIT A

Introduction

The City of Pico Rivera ("City") wishes to solicit a Professional Engineering proposal from GHD Inc. ("Design Professional") for the design of intersection improvements at Telegraph Road and N Lakewood Boulevard/Rosemead Boulevard intersection and to add a left turn pocket near Chaney Street along Telegraph Road. GHD was previously contracted to provide engineering services for this corridor along Telegraph Road and that project is scheduled to begin construction by end of January. The City wishes to add these additional services to the construction contract.

The goal of this task is to provide a concrete intersection for the subject intersection, replace the existing traffic and lighting conduits within the intersection, and to provide a left turn pocket to gain access to the CareMore Medical Group.

SCOPE OF SERVICES

Task 1 – INITIAL TASKS

Task 1.1 – Kick-off Meeting/Site Visit, Project Management

Project Manager and Project Engineer to attend kick-off meeting held at site to observe existing site conditions, discuss project issues, potential design considerations, drainage issues, and discuss potential solutions. Prepare meeting minutes. GHD will provide project set-up, sub-consultant management and contracts, invoicing, and project management.

Task 1.2 – Data Collection, Review, and Code Review

As part of the previous project, utility research was performed, however detailed research was not conducted in the subject intersection. This task is for research of the locations and depths of utilities within the intersection. Obtain a 10'x10' grid survey of the complete intersection. Review of relevant plans, reports, CADD files, and as-builts provided by City is included.

Task 1.3 – Pavement Recommendations

GHD will obtain the services of Labelle Marvin to provide analysis and concrete pavement recommendations for the intersection of Telegraph Road and Lakewood/Rosemead Boulevard.



Task 2 – DESIGN

Task 2.1 – Prepare 90 Percent Design

Concrete Intersection Design

GHD will prepare design layout sheets showing the full depth replacement of the subject intersection area with a PCC section. Design will extend 200 feet in all lanes entering the intersection and 50 feet for all lanes exiting the intersection, in all directions of travel from the intersection.

Traffic signal modifications will include abandoning the existing loop detectors, replacing existing conduits and pull boxes, and adding video detections to the intersection. Relocation of the existing poles, foundations, mast arms, and equipment is not anticipated or included.

Services for Traffic Signal Modifications will performed by Hartzog & Crabill Inc.

Left Turn Pocket near Chaney Street

GHD will revise the existing median island to provide for a left turn pocket accessing the CareMore Medical Group complex. The striping and median island landscaping and irrigation modification will also be included.

Services for Landscape and Irrigation modifications will performed by Kobata.

Pedestrian Ramp Replacement

The pedestrian ramp on the S-W corner of Telegraph Road and Lakewood Boulevard will be replaced. GHD will include the design of the new ramp.

Bid List and Specifications

GHD will provide a Bid List and Specifications for the items of work associated with the tasks above.



Quality Control

An independent senior level engineer will perform Quality Control review of the plans prior to submission. QC comments will be addressed and reflected in the submittal.

Deliverables:

- 4 Half Sized (11"x17") Sets of Draft Design Plans
- 1 PDF Set of Half Sized Plans
- 1 Set of Digital Quantities, Estimate, and Special Provisions

Task 2.2 – Prepare Final Design

Based on review comments received from the City, the GHD Team will prepare the final design package.

Deliverables:

- 4 Half Sized (11"x17") Sets of Draft Design Plans
- 1 Set of Digital Quantities, Estimate, and Special Provisions

Task 3 – CONSTRUCTION SERVICES

Task 3.1 – Construction Support

This task is for questions during construction and includes one site meeting for one staff member.

SCHEDULE:

GHD will provide 90 percent drawings within 25 days of the Notice to Proceed.

Information to be Provided by the City

1. Utility data in digital CADD format.

PROJECT ASSUMPTIONS AND LIMITATIONS:

- 1) Environmental documentation is not expected or included.
- 2) Infiltration swales and basins are not included in this scope of services and the associated soils investigation for infiltration is not included.



- 3) Services related to the presence of any hazardous or toxic material are specifically excluded from this scope of services.
- 4) Electrical cable, telephone, water, sewer, natural gas, and other utilities are not expected to be in conflict and therefore relocation not included.
- 5) It is anticipated that no additional rights-of-way will be required.
- 6) Permits to gain access for any site work during design including, but not limited to, geotechnical and survey, will either not be needed or will be provided by the City at no charge to the consultant.
- 7) GHD will be responsible for providing design sheet, applicable calculations, and applicable cost estimates for the items listed in this scope of services only.
- 8) Water quality reports and SWPPP are not included.
- 9) Traffic control plans are not included.



To: Mayor and City Council

From: City Manager

Meeting Date: October 8, 2013

Subject: ROSEMEAD BOULEVARD PEDESTRIAN BRIDGE REHABILITATION AND BEAUTIFICATION PROJECT, CIP NO. 21240 – SELECTION OF FINAL DESIGN CONCEPT AND AMENDMENT NO. 1 TO AGREEMENT NO. 13-1404

Recommendation:

- 1) After receiving a presentation, direct staff to advance to final design and construction either Design Concept "A" or Design Concept "B"; and
- 2) Approve Amendment No. 1 to Professional Services Agreement No. 13-1404 with TTG Engineers (TTG) for a not-to-exceed amount of \$48,510 for engineering design services for the Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240, and authorize the Mayor to execute Amendment No. 1 in a form approved by the City Attorney.

Fiscal Impact: \$48,510 Metro Local Transit Grant Funds

Discussion:

The Rosemead Boulevard Pedestrian Bridge (Rosemead Bridge) is located on Rosemead Boulevard, near Smith Park and Meller Elementary School. This bridge provides a safe means by which students, bicyclists, and/or pedestrians can safely cross over Rosemead Boulevard to visit local activity centers, such as the Smith Park/Aquatic Center, Rio Vista Park, new County/City Library, shopping centers, and El Rancho High School.

According to the Los Angeles County Department of Public Works Annual Bridge Inspection Report, this 55-year-old bridge has some deficiencies. Deficiencies include concrete spalling on the deck with exposed rebar, spalling at the end posts, corrosion of chain link fence and post bases, a missing 16-ft handrail on the east access ramp and an expansion joint at the southwest ramp has adhesive failure.

The Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project (Rosemead Bridge Project) is necessary to address these deficiencies. This project entails correcting the deficiencies noted above as well as installing new safety fencing, ADA upgrades, installing new handrails, energy efficient lighting, and peripheral landscaping. The project also includes a beautification component, with the goal of creating a signature design. The project is in the preliminary engineering phase and two design concepts have been prepared.

The design concepts depict a signature bridge design with contemporary architecture (Design Concept "A"), or with elements that tie to the rich history of the City (Design Concept "B"). Design Concept "A" is inspired by the curvature and art work of the new entrance monuments, as well as the contemporary design of the new library. Its design creates synergy with the athletic environment of Smith Park, and the educational environment of nearby schools. Design Concept "B" ties to the early development in Pico Rivera when it was filled with orange groves. In this concept, the artist envisioned the same design elements successfully used at the Passons Boulevard Underpass. The City Council is requested to direct staff to advance to final design and construction either Design Concept "A" or Design Concept "B".

Also needed to advance the project to design and construction, the City Council is requested to approve Amendment No. 1 to the agreement with TTG in the amount of \$48,510 for engineering design services. The related scope of work includes preparing final design plans, specifications, and engineering estimates (PS&E), as well as providing construction support services.

TTG is currently under contract with the City. Pursuant to a Request for Proposals (RFP) sent to ten (10) qualified firms, TTG was administratively awarded a professional services agreement in the amount of \$29,130 to provide preliminary engineering services. This first phase entailed a comprehensive structural evaluation and conceptual engineering. Staff is recommending that the City Council approve Amendment No. 1 so that TTG can advance the project to final design and construction. The total contract amount, inclusive of Amendment No. 1, would be \$77,640.

TTG specializes in structural engineering. With over 18 years of experience and a doctorate degree in Civil Engineering with emphasis in Structural Engineering, the project manager has designed more than 25 bridge rehabilitation projects and has conducted over 500 bridge inspections. In addition, Barbara Grygutis Sculpture, LLC is on the team. This consultant is unique in that the project manager is also the owner and a qualified artist, with previous experience in Pico Rivera. This artist also prepared the artistic designs incorporated into the Passons Boulevard Underpass Project. By utilizing TTG, the project can be placed on an accelerated schedule that allows for the completion of the design phase in January 2014.

Finally, the Rosemead Bridge Project is in the Capital Improvement Program, and fully funded with State grants and Measure R funds. The Public Works Department competing in the 2009 Call for Projects Grant Program, and the City was awarded \$316,333 in grant funds. The total project budget is \$516,333 inclusive of the City's \$200,000 local match.



Ronald Bates

RRB:AC:GD:lg

Enc. (1) Amendment No. 1 to Agreement No. 14-1404 (2) Design Concept Plan "A"
(3) Design Concept Plan "B" (4) Vicinity Map

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT NO. 13-1404
WITH TTG ENGINEERS**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 13-1404 FOR PROFESSIONAL SERVICES WITH TTG ENGINEERS ("Amendment No. 1"), 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 **TTG ENGINEERS** ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 13- 1404 ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

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

Additional professional services as set forth in the Consultant's Proposal to City dated July 1, 2013, Phase 2, attached hereto as Exhibit "A-1".

2. TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.

Consultant shall undertake and complete the modified work and services set forth in Exhibit "A-1", Phase 2. Notwithstanding any other provision of this Amendment No. 1, this modification in no way affects, nor should it be construed to affect, the timing of any aspect of the work included in the Agreement, particularly the deadlines contained therein.

3. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified work and services identified in this Amendment No. 1 shall be as follows:

Total additional compensation in accordance with the Consultant's Fee Proposal dated for an amount not to exceed \$48,510 (forty eight thousand five hundred ten dollars) attached hereto as Exhibit "A-2".

4. 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.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 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. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
TTG ENGINEERS

Gustavo V. Camacho, Mayor

Title: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney



July 1, 2013

Mr. Arturo Cervantes
City of Pico Rivera - Department of Public Works
6615 Parsons Blvd
Pico Rivera, CA 90680

Project: City of Pico Rivera, Request for Proposal for Professional Architectural and Engineering Services for the Design of the Rosemead Boulevard Pedestrian Bridge Rehabilitation & Beautification, CIP NO.21240

Dear Mr. Cervantes,

TTG Engineers (TTG), a certified Minority Business Enterprise (MBE), as a proposed prime bridge consultant, is pleased to submit to the City of Pico Rivera the enclosed proposal that presents a uniquely qualified team of engineers and artists that can execute and deliver the scope of services related to the subject pedestrian bridge. I am a registered California Civil Engineer and TTG's proposed Project Manager/ Bridge Engineer with expertise in several areas: Bridge Engineering, FHWA-certified Bridge Inspections, Local/federal Bridge Funding, and Seismic Engineering. I will be responsible for management and act as lead technical on deliverables of this unique bridge pedestrian. I have over 18 years of hands-on experience in all aspects of Project Management, complex and long-span highway and pedestrian Bridge Design (PS&E) in several states with expertise and record publication in innovative bridge seismic retrofits, field inspection, testing and rating of in-service bridges, HBP funding assistance, damage investigations, load rating and construction support serving more than 25 counties and cities in California with most relevant experience needed.

Below are highlights of my experience and unique qualification as the proposed project manager/bridge engineer:

- *Successfully designed and managed delivery of complex bridge, transportation and civil design projects for 18 years, including technical expertise in design of 3 pedestrian bridges for aesthetically unique and complex features for Disney, Lake Tahoe, Sacramento area.*
- *Extensive experience with Bridge and Transportation Engineering, Public Project and Caltrans Specifications, PA&ED, PS&E and Submittal requirements working closely with Caltrans Districts 7, 8, and 10, and LA METRO*
- *Successful in securing HBP Bridge and LA METRO project funding working, such as Downey, Torrance, Montclair, Ontario, and Calaveras and more than 20 Cities and local agencies in California, securing over \$150M Bridge and transportation funding for bridge replacement and rehabilitation, and currently assisting Pico Rivera to obtain HBP bridge replacement funding for 3 bridges LA, San Bernardino, Calaveras counties in California, securing over \$100 M in HBP funding for bridge replacement and rehabilitation*
- *FHWA Certificated Bridge Inspector with unmatched experience as lead inspector, condition assessment, reporting on more than 500 Bridges and other service including 8 bridges in Pico Rivera, as well as post-earthquake investigations of bridge in California, and Baja California, Mexico*
- *Intimately knowledge of local bridge condition of 8 bridges in Pico Rivera, and evaluation, alternative replacement studies, seismic evaluation, and technical assistance in bridge maintenance program management for Bridges in Downey, Torrance, Culver City, Montclair and Ontario.*
- *Bridge Seismic Expert with record publication in Earthquake Engineering and sole patent holder and developer of "Ductile Seismic Shear Key" System and innovative seismic retrofit system for bridges.*





Our key personnel and sub consultant team members have an unmatched breadth and depth in local agency Design projects from bridge and civil engineering planning to delivery of PS&E of major projects and construction services in Los Angeles Area as well as in neighboring cities and counties. Some of the key team members are Mr. Zareh Astourian, PE, SE (TTG), is the proposed Principal-in-Charge of this project. He is CEO of with TTG for over 40 years with extensive experience in Management and delivery of major and multi-disciplinary public projects in Los Angeles Area.

Majid Sarraf, PE, Ph.D (TTG), is the proposed Project Manager/Bridge Engineering Lead, Seismic and Funding specialist with over 18 years experience in program management, design, inspections, funding of many bridges and transportation, in Los Angeles, San Bernardino and Calaveras Counties.

Ms. Barbara Grygutis (Peridian), is the world –class artist who has been commissioned to create over 75 works of large-scale public art in locations across the United States and international venues. She is the same artist who did the design of all the art work for the City's Signature design of Passons Boulevard Underpass. She is also our proposed design artist.

Mr. Rae Price (Peridian), is the proposed Landscape Architect for this project. He is the principal of Peridian International and has more than 20 years of experience focused on large scale master planned projects involved with programmed planning and design process. He was the lead landscape architect for the City of Pico Rivera Passons Blvd Underpass.

Mr. Chester Britt (Areliano Associates), is our public outreach lead with more than 24 years of experience

Mr. Rich Galvin (GPA), is the proposed Environmental Scientist with over 17 years' experience in managing environmental processes for transportation related projects in Los Angeles area and Caltrans District 7 with Expertise in CEQA and NEPA and working City of Los Angeles projects.

OUR COMMITMENT TO THE CITY OF PICO RIVERA

1. To offer our highest quality signature engineering and aesthetic design as well as construction support services for the subject pedestrian bridge using CA licensed professionals.
2. To most efficiently use local funding, delivering projects following City, state federal and agency requirements at minimum cost, Environmental and Traffic impact to the City.
3. To develop and submit most innovative yet cost effective design, technical analysis, review and construction support solutions. To consider public safety as paramount to our business. We have certified bridge inspection expertise and are committed to offer expert's opinion in bridge and transportation safety.
4. To be responsible for the work of our sub consultants, retain and render highest quality engineering services with costs and schedule controlled.

Should you have any questions or require additional information, please do not hesitate to contact me at (626) 463-2875, via mail at 300 N. Lake Ave., 14th Floor, Pasadena, CA 91101 and/or via email at msarraf@ttgcorp.com.

Sincerely Submitted by,
TTG

Majid Sarraf , Ph.D., P.E., P.ENG.
Project Manager/VP, Director of Bridge Engineering

Zareh Astourian, S.E.
Principal-in-Charge/President/CEO





QUALIFICATIONS AND EXPERIENCE

B. Description of your Firm's Understanding

The existing bridge has several deficiencies:

- Extensive concrete spalling and corrosion at the base of posts in many locations
- 16-ft of hand rail missing on the east ramp
- Chain-link rail damaged due to vehicle impact on the west ramp
- Chain-link fence has heavy rust
- Expansion joint damaged and leaks
- Cracks in several locations in the piers, and slab soffit



It is our understanding that the City wishes to have a "signature bridge" that will meet today's design standards and achieve the following objectives:

- **Rehabilitating the bridge:** There are several structural and service/safety deficiencies as mentioned above that requires structural rehabilitation/ repairs to be addressed
- **Enhancing the bridge with architectural features:** The original construction by CITY Los Angeles was mainly to provide a safe overcrossing for pedestrian and without much attention given to aesthetics. It is expected that as part of this rehabilitation new aesthetic features be developed and create a signature bridge with elements that tie to the rich history of the City (Concept 1) or elements that are inspired by the future of the City (Concept 2).
- **Beautification of the bridge surrounding:** The surrounding landscape and median of Rosemead lacks any aesthetic features which would need to be in harmony with any historical or modern architectural theme. Thus City will have addition of hardscaping and landscaping on Rosemead Boulevard.
- **Beautification of the bridge surrounding:** City desires to install an energy efficient lighting system. This would be in line with enhanced aesthetics features on the bridge and surrounding

We have gathered most qualified a multi-disciplinary team of professional to provide all engineering and architectural services needed for the subject Bridge Rehabilitation and Beautification Project. We will provide complete, professional, high-quality services in coordinating with City personnel, and others who are involved with the project and to provide the technical expertise, guidance, advice, and assistance in accomplishing the work. The design of the bridge and its components must meet the requirements of the City Council, residents, and the City.



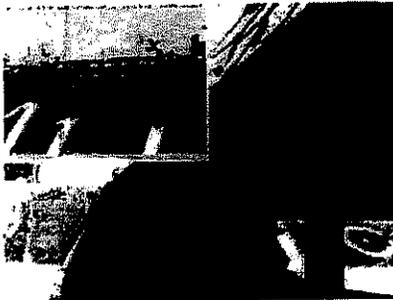


QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach

Our proposed design activities will incorporate rehabilitation/reconstruction as well as aesthetic features as following:

- Removal of the existing chain link fencing and hand rails, removal and reconstruction of deteriorated concrete parapets and reconstruction to accommodate new posting with attractive wrought iron art work railings and enclosure similar to the Parsons design steel rails.
- Rehabilitation and treatment of concrete structure which could have similar etchings of this design using sand blasting techniques to create the design patterns on the surface.
- Treatment of the concrete piers, ramp structure walls by adding concrete layer and texturing similar to that of Paason boulevard underpass
- Repairing and sealing concrete cracks joints and improving drainage to mitigate potential corrosions.
- Although the existing ramps do not meet the current ADA requirements, the concrete surface skid resistance can be increased by 1/8"-deep cross saw cuts @ 1" or 2" on center
- Adding LED or similar energy efficient lighting features on the ramps and main crossing, as well as decorative lighting under the bridge illuminating piers and ramps at night to enhance
- Aesthetically pleasing landscaping and lighting would be added under the bridge to enhance the appearance and help separate the visual impact of the structure from the street traffic. The landscaping would be low maintenance and low water requirement but attractive to the public.



Our team design artist is Barbara Grygutis creates the world class designs for both the ironwork and aesthetic finishes of the concrete in parapets, piers, ramp walls.

For concept 1, we would propose using similar artwork design continue as a theme element for the City of Pico Rivera that can be applied and used in other applications such as City entry monumentation signage, street signs, and other identification uses throughout the City. The vine designs signify the past history of the City when the area was an agricultural center of Southern California. Obviously, we will be seeking input from the City and community for approval of this design concept or will be considering variation in our design.

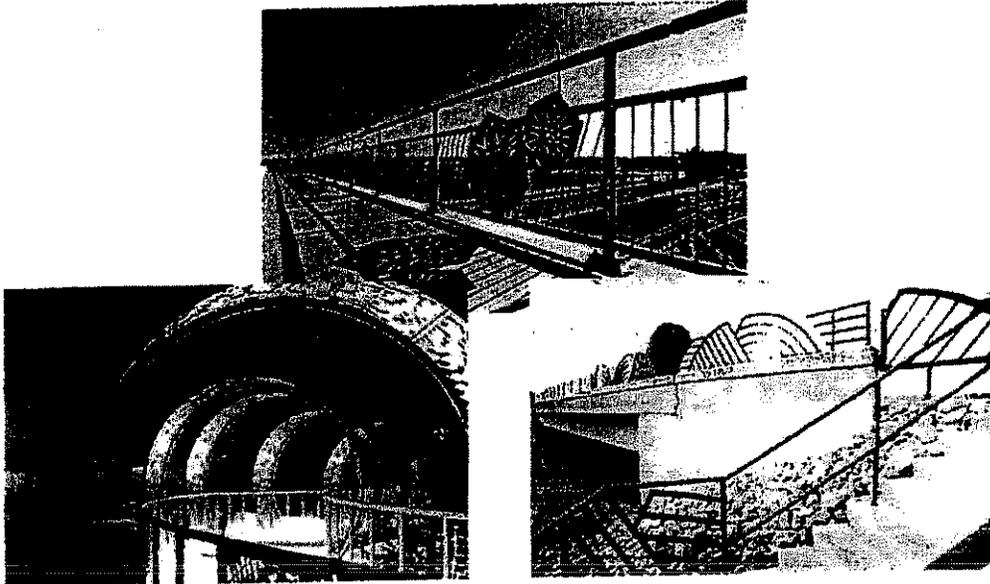
For concept 2, we are committed to work together with City's public work, planning and parks & recreation divisions to develop a theme reflecting future of the city. Our team of design artist and landscape architect have proven record of success in new design. Several themes used in the past project are shown below as just examples of unique design our team can develop with collaboration with the city and seek input from community through public outreach.





QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach



SCOPE OF SERVICES

Our design goal is to create a "signature bridge" that will meet today's design standards. We will be providing professional architectural and engineering services will include two signature architectural bridge enhancement concepts. We will Prepare two (2) Pedestrian Bridge Concept Plans and preliminary engineering estimates. In addition to rehabilitating the bridge, the City of Pico Rivera is interested in enhancing the bridge with architectural features to create a signature bridge with elements that tie to the rich history of the City (Concept 1) or elements that are inspired by the future of the City (Concept 2). The City is also interested in enhancing the immediate peripheral of the bridge with roadway treatments, limited to hardscaping and landscaping Rosemead Boulevard's parkways and roadway medians. Also, the City desires to install an energy efficient lighting system.

We will conduct an assessment of the bridge to identify possible structural deficiencies and recommendations for improvements, public outreach, preliminary and final design, and other services identified in the scope of work as described below. We will prepare and furnish to the City a complete bid packet to include plans, specifications and an engineer's estimate to upgrade the pedestrian bridge over Rosemead Boulevard. Our proposed tasks corresponds to the City's required scope of services as following:





QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach

No.	Task	Descriptions	Deliverables
1	PROJECT MANAGEMENT	<ul style="list-style-type: none"> • Attend a pre-design and PDT meetings • Communication with the City • Prepare agendas and minutes • Project status reporting, • Identify critical items and mitigate potential conflicts 	<ul style="list-style-type: none"> • Project Schedule • Meeting agendas and Minutes
2	AGENCY AND UTILITY COORDINATION	<ul style="list-style-type: none"> • Coordinate with the affected utility companies within the project limits as necessary. • Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities in the area of the project. • Coordinate with utility companies to implement upgrade of their facilities, as needed. • Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction. • Review utilities that may be affected by or affect the direction of the project. • Lead efforts to identify ownership of unknown utility lines. • Submit 65%, 85% and 100% plans to the utility companies for review and comment, including notification of date of planned construction start. • Maintain a utility contact matrix documenting contacts, issues, etc. with utility companies. 	<ul style="list-style-type: none"> • Meeting Agendas and Minutes. • Copies of utility notification letters. • Utility Matrix
3	PRELIMINARY ENGINEERING		
3-1	Records Research and Field Reviews	<ul style="list-style-type: none"> • Research and review base data documents including as-built improvement plans, utility information and other available record data. 	
3-2	Bridge Assessment Study	<ul style="list-style-type: none"> • Perform a comprehensive evaluation of the pedestrian bridge to identify possible deficiencies. The evaluation shall include, but is not limited to, the following: <ul style="list-style-type: none"> • Perform preliminary field reconnaissance; photo-document existing conditions. • Provide a structural assessment and make recommendation for improvements. • Provide load testing on the paint. • ADA compliance. • Incorporate City comments. OPTIONAL TASK: Evaluate if the existing pedestrian bridge can be demolished and reconstructed at another location between the existing location and Mines Avenue 	<ul style="list-style-type: none"> • Six (6) copies of Bridge Assessment Study





QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach

Task	Descriptions	Deliverables
3-3	<p>Concept Plans</p> <ul style="list-style-type: none"> •1. Prepare two (2) Pedestrian Bridge Concept Plans and preliminary engineering estimates. In addition to rehabilitating the bridge, the City of Pico Rivera is interested in enhancing the bridge with architectural features to create a signature bridge with elements that tie to the rich history of the City (Concept 1) or elements that are inspired by the future of the City (Concept 2). The City is also interested in enhancing the immediate peripheral of the bridge with roadway treatments, limited to hardscaping and landscaping Rosemead •2. Prepare renderings, exhibits, photo-simulations, in color, as necessary for presentations to the City Council, City staff, and public outreach meetings. 	<ul style="list-style-type: none"> •Pedestrian Bridge Concept Plans, Six Copies •Engineering Estimate, Six Copies •Renderings, photo-simulations, and exhibits, Six Copies
3-4	<p>Public Outreach</p> <ul style="list-style-type: none"> •As a part of the concept development process, we will hold one (1) public outreach meeting. We will be fully responsible for providing all material necessary to successfully present the project to the public. 	<ul style="list-style-type: none"> •Meeting Minutes with list of interested stakeholders and comments. •Presentation materials inclusive of full-size rendering, concept plans and exhibits.
3-5	<p>Final Concept Plans</p> <ul style="list-style-type: none"> •Following the public outreach meeting, and after receiving input from the City Council and City staff, we will finalize the design concepts and preliminary engineering estimates 	<ul style="list-style-type: none"> • Final Concept Plans, six copies • Engineering Estimates
4	<p>FINAL ENGINEERING</p> <ul style="list-style-type: none"> •Will use AutoCAD software • Construction specifications and drawings will be in accordance with the latest provisions of City Standards, the latest edition of the Standard Specification for Public Works Construction, and applicable laws and standards. •Plans will include but not limited to, Title Sheet, Typical sections, construction detail sheets, structural plans, roadway plans, architectural plans, landscape plans, electrical and lighting, etc. •The design will be the latest AASHTO- Caltrans amendments, standards including •Electrical Plans will be at a horizontal scale of 1"=20'. 	
4-1	<p>PS&E- 65%</p> <ul style="list-style-type: none"> •Prepare Plans, specs and estimates at 65% • Address comments by City 	<ul style="list-style-type: none"> •Six (6) sets of 65% plans
4-2	<p>PS&E- 95%</p> <ul style="list-style-type: none"> •Prepare Plans, specs and estimates at 95% •Address comments by City 	<ul style="list-style-type: none"> •Six (6) sets of 95% plans
4-3	<p>PS&E- 100% (Mylars).</p> <ul style="list-style-type: none"> •Prepare Final Plans, specs and estimates at 100% • Address comments by City 	<ul style="list-style-type: none"> •Six (6) sets of 100% plans •One full-size Mylar- 100% drawings •Electronic files-final plans
5	<p>COST ESTIMATES</p> <ul style="list-style-type: none"> •Prepare quantity calculations and final construction cost estimates in accordance with City requirements to establish project budget 	<ul style="list-style-type: none"> • Cost estimate- 65%, 95% & 100%. • Electronic files -100%
6	<p>SPECIFICATIONS</p> <ul style="list-style-type: none"> •Prepare General and Technical Special Provisions per City of Pico Rivera requirements for bidding by the City. City will provide boilerplate specifications. Special provisions shall be prepared in Greenbook format, latest edition. 	<ul style="list-style-type: none"> • Special Provisions at the 95% and 100% completion milestones. • Electronic files of 100% specifications.





QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach

No.	Task	Descriptions	Deliverables
7	PROJECT ADVERTISEMENT SERVICES	We will provide support during bidding. Work includes, but is not limited to, the following: 1. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. 2. Prepare project addenda at the direction of the City (assume three).	<ul style="list-style-type: none"> • Tabulated Response to RFI's. • Addendums, as necessary (assume 3).
8	CONSTRUCTION SUPPORT SERVICES	1. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule. 2. Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate (assume 15). Regularly scheduled construction observation is excluded from this scope of work. 3. Review and approve shop drawings.	
9	PREPARE RECORD DRAWINGS (AS-BUILTS)	Within 60 days following the completion and acceptance of the project, furnish City a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on asbuilt information provided by the City's Construction Manager and the Contractor.	Furnish a complete set of revised original record drawings

PROJECT SCHEDULE

Our goal is to deliver the project following the project milestones in accordance with the following schedule:

Millstone	Completion Date
Public Outreach and Concept Approval Preliminary Engineering	September 2013
Complete 65% Submittal	October 2013
Complete 95% Submittal	November 2013
Final Design Submittal	December 2013





QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach

For delivering various project tasks as outlined in the above section we propose following assignments and project responsibilities:

- TTG's Management and technical leadership:

Dr. Sarraf will be responsible for both management and technical leadership of the project. He is FHWA certified bridge inspector, funding and seismic specialist, an innovative and experienced bridge designer who will be lead in structural evaluation of the bridge for any needed rehabilitation, development of unique and innovative structural details. He has inspected all deficient bridges in the City and currently assisting the City to secure HBP funding for replacement of several of them. Majid will be coordinating with the City and lead architect to design rehabilitation that will meet both aesthetics and structural enhancement requirements. As with many other cities, He will help development of replacement design alternative and will be presenting this option and apply for funding as well. Majid will be responsible for timely submittals, design team meeting, and project coordination.

- TTG's Quality of Deliverables:

Mr. Ron Sheldon PE developed QA/QC manual for TTG. He has the most experience with quality control procedures and in meeting the state and federal procedures, protocols, standards, specifications. He will be in charge of quality control plan, check list for design, drawings, specifications, and quantities, regarding all deliverables and submittals.

- Architectural Design Services:

Mr. Rae Price, FALSA as principal of Predian International will be leading the architectural services. He will be supported by Ms. Barbara Gryguts the lead design artist for our team. She is known to provide world class design to meet the City's requirements and community's needs to have a signature design for both Concept 1 and 2.

- Bridge/Structural Engineering Services:

Majid Sarraf, Ph.D., P.E., and Matthew Verd, S.E. will be any performing structural evaluation and analysis needed as well as developing any design and details needed for rehabilitation, retrofits as well as supporting elements for fencing, lighting, or decorative elements.

- Specifications and Construction Support Services:

Gary Cavafian, PE, he has many years of experience as Structural Representative and Resident Engineering in Caltrans bridge construction projects. He will be preparing and reviewing specification, structural design details for constructability, construction support and construction observations on Caltrans projects. He will be assisting team in preparation of technical special provisions, including preparation of bid package, bidding process, response to RFIs, and any engineering support during construction.

- Public Outreach Services :

Mr. Chester Britt, will be our public outreach person leading the communications in public outreach events, presentations, researching local community needs and sensitive issues, and act as our liaison between technical team, city and community.

- Utility Coordination Services :

Mr. Hijazi of TTG will be leading all utility coordination needs of the projects. He will communicating with public and private utility agencies for re-locating or installing new utilities lines on the bridge in design phase, pre-construction phase, and approval from responsible agencies.

- Lighting/Electrical Design Services :

Mr. Ashok Ranganathan of TTG will be leading electrical engineering design support of lighting needed for the pedestrian bridge. he will be coordinating with our architects in establishing the lighting type, components, and will be providing construction supports needed.

- Geotechnical Design Services (optional):

Dr. Ben Hushmand of Hushmand & Associated will be our team consultant with regard to any foundation soil analysis or recommendation on as-needed basis. This work will be needed if the structural load changes and require foundation evaluation, or as part of seismic evaluation to meet new seismic standards, with understanding that subject bridge has been already retrofitted once before.

- Environmental Compliance Services (optional):

Mr. Rich Galvin of GPA will be our team's expert on environmental process and compliance as needed basis. He would be leading in checking documentation, regulatory permitting, CEQA and NEPA compliance, paint abatements, and construction monitoring as needed.

The Consultant shall adhere to the project schedule shown in the Schedule/Consultant Selection Process/Selection Criteria section.





QUALIFICATIONS AND EXPERIENCE

C. Description of your Firm's Approach

TTG's APPROACH IN CONTROL OF COSTS AND SCHEDULE OF DELIVERABLES

TTG has a successful track record of providing accurate engineering estimating, compliance with consultant agreements for program management assistance, design, construction support projects and adherence to stay within agency approved budget. We will perform the following to achieve this:

- Develop realistic and detailed project schedules using Primavera and MS project s for design and construction milestones
- Performing design and Check of design in accordance with correction and most up-to-date standards
- Develop comprehensive construction specifications
- Perform comprehensive constructability review, QC of Plans and specifications and estimates
- Adherence to very short time-around for response to RFI and immediately resolving/addressing any discrepancies, construction details
- Monitor cost and budget on a weekly basis, and regularly reporting to the CITY
- Submit proposed scope of work, schedule and cost proposal for the requested task.
- Provide estimate of labor, overhead, profit, equipment, materials, and expenses
- Commit to a time and expenses basis up to a not-to-exceed limit in accordance with an approved cost proposal and will agree to condition of all services rendered, and receive payments based on monthly invoices.
- Exercise a great deal of flexibility and will be reasonable negotiate fees when required by the CITY on the basis of consensus on the scope of work and reasonable compensation rates.
- Start executing only after receiving a Task Authorization issued by the CITY.
- Prepare submit monthly progress report and billing and address any concerns on cost, schedule, quality on a timely manner
- Advise CITY on any critical changes in cost or schedule of deliverables including Drawings, Design Development, Reviews, Funding Applications
- Proactively advise CITY on any new scope or needs that arise from our work
- Provide deliverables on schedule to avoid any cost and schedule impact to CITY or other consultants
- Stop work as soon as requested by CITY

FEE PROPOSAL

Our fee proposal is in attached sealed envelope.





EXHIBIT "A-2"

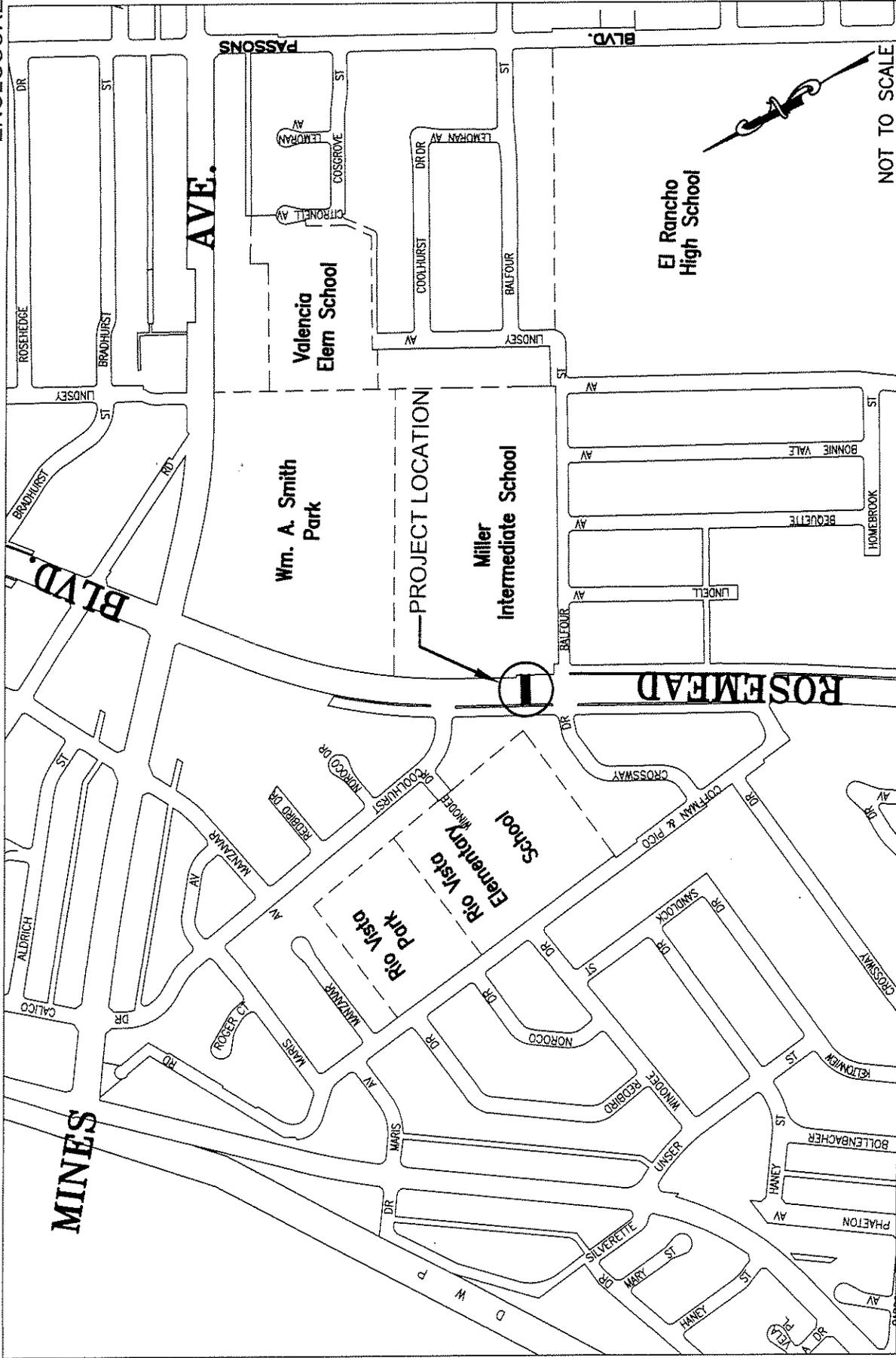
City of Pico Rivera (Phase-1)
Professional Architectural and Engineering Services for Rosemead Blvd, Pedestrian Bridge Rehabilitation and Beautification, CIP 21240
 Fee Schedule

Tasks	Principal \$200	PM-Bridge \$165	Sen.-Eng.-Bridge \$135	Specs./const. Eng. \$155	TTG (Prime, Engineering) \$130	Eng.-Electrical \$125	Eng.-Utility \$100	CAD \$80	Admin \$60	Principal \$200	Associate \$165	PERIODIC (Architects) \$135	CAD \$85	St Prin \$185,000	Outreach \$140,000	CPA (Env.) \$140	Total \$
1.0 PROJECT MANAGEMENT	8					8											\$1,200
2.0 AGENCY AND UTILITY COORDINATION																	\$1,200
3.0 PRELIMINARY ENGINEERING																	\$1,440
3.1 Review Research and Field Reviews		4															\$2,160
3.2 Bridge & Pedestrian Study		16															\$9,600
3.3 Public Outreach		4															\$4,200
3.4 Public Outreach		2															\$9,240
3.5 Final Concept Plans		48															\$2,220
Total Hours	0	\$2,240	\$5,480	\$0	\$520	\$1,000	\$1,200	\$1,920	\$120	\$600	\$5,280	\$4,860	\$1,020	\$370	\$2,520	\$0	\$29,130
Total Cost	\$0	\$2,240	\$5,480	\$0	\$520	\$1,000	\$1,200	\$1,920	\$120	\$600	\$5,280	\$4,860	\$1,020	\$370	\$2,520	\$0	\$29,130
TOTAL Phase-1																	

City of Pico Rivera (Phase-2)
Professional Architectural and Engineering Services for Rosemead Blvd, Pedestrian Bridge Rehabilitation and Beautification, CIP 21240
 Fee Schedule

Tasks	Principal \$200	PM-Bridge \$165	Sen.-Eng.-Bridge \$135	Specs./const. Eng. \$155	TTG (Prime, Engineering) \$130	Eng.-Electrical \$125	Eng.-Utility \$100	CAD \$80	Admin \$80	Principal \$200	Associate \$165	PERIODIC (Architects) \$135	CAD \$85	St Prin \$185,000	Outreach \$140,000	CPA (Env.) \$140	Total \$
4.0 FINAL ENGINEERING																	\$16,260
4.1 SCALE 1/8" = 1'-0"		8															\$13,800
4.2 SCALE 1/8" = 1'-0"		4															\$2,060
4.3 SCALE 1/8" = 1'-0"		4															\$4,200
5.0 COST ESTIMATES																	\$3,040
6.0 SPECIFICATIONS																	\$5,170
7.0 PROJECT ADVERTISEMENT SERVICES																	\$5,140
8.0 CONSTRUCTION SUPPORT SERVICES																	\$2,340
9.0 PREPARE RECORD DRAWINGS (AS-BUILTS)																	\$46,510
Total Hours	0	\$2,310	\$5,100	\$5,380	\$5,620	\$500	\$1,200	\$5,440	\$240	\$0	\$5,280	\$4,320	\$2,060	\$0	\$0	\$0	\$46,510
Total Cost	\$0	\$2,310	\$5,100	\$5,380	\$5,620	\$500	\$1,200	\$5,440	\$240	\$0	\$5,280	\$4,320	\$2,060	\$0	\$0	\$0	\$46,510
TOTAL Phase-2																	

GRAND TOT. = \$77,640



NOT TO SCALE

**ROSEMEAD BOULEVARD PEDESTRIAN BRIDGE
REHABILITATION AND BEAUTIFICATION
VICINITY MAP**



To: Mayor and City Council

From: Assistant City Manager

Meeting Date: October 8, 2013

Subject: JOINT USE AGREEMENT WITH EL RANCHO UNIFIED SCHOOL DISTRICT

Recommendation:

Approve Joint Use Agreement with El Rancho Unified School District for shared use of facilities for community recreation programs and activities and authorize the Mayor to execute the agreement.

Fiscal Impact:

No budget impact at this time. Future costs to be shared by the city and school district include utilities, maintenance, and program supervision.

Discussion:

The City of Pico Rivera and the El Rancho Unified School District have worked cooperatively since the early 1960's to share facilities for use by the community for recreation and education related programs.

Through the years, multiple agreements were adopted, each for specific parks and schools to accommodate either school or public use of a particular facility. Many of these agreements have expired. In working jointly with the school district, a Joint Use Agreement was developed to encompass general terms and conditions for use of city and school facilities. The Joint Use Agreement exhibits describe facilities that are set aside for exclusive use and for use after school hours.

City and District staff have prepared the attached Agreement to be adopted by both the Board of Education and the City Council to set specific terms regarding shared cost of utilities, maintenance and supervision.

On March 28, 2013, the City Manager, Mayor, and Parks and Recreation Director met with the former Superintendent, and again on August 26, 2013 with the new Superintendent to review the agreement and establish a plan to seek approval from each agency.

Highlights of the attached agreement include:

- A. District and City will grant a non-exclusive license to each other to use each other's Facilities;
- B. The use of District Facilities by City shall be in such a manner as to not interfere with the District's normal use of District's Facilities;
- C. A School/City joint use committee shall conduct quarterly meetings for the purpose of creating a master schedule of anticipated uses of the Facilities;
- D. Parties may charge reasonable staffing charges for opening, closing, supervision and maintenance of each Party's Facilities during permitted use by the other Party;
- E. The Agreement may be terminated for cause at any time during the term, by either Party upon 30 days written notice to the other Party;
- F. The Agreement may be terminated without cause, by either Party upon twelve (12) months written notice to the other Party;
- G. City Facilities include newly renovated park sites;
- H. The Term of the Agreement is for 20 years with automatic renewals for five year terms.

The Board of Education has agendized the Joint Use Agreement for **October 10th**. The agreement has been reviewed and approved as to form by the City Attorney.



Ronald Bates

RB:SJG

Attachment: Agreement between El Rancho Unified School District and the City of Pico Rivera for Use of Recreational Facilities

**AGREEMENT
BETWEEN EL RANCHO UNIFIED SCHOOL DISTRICT
AND THE CITY OF PICO RIVERA
FOR USE OF RECREATIONAL FACILITIES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, by and between the El Rancho Unified School District (hereinafter “District”), a political subdivision of the State of California, and the City of Pico Rivera (hereinafter “City”), a municipal corporation. (The District and the City shall be collectively referred to herein as the “Parties” and individually as a “Party.”)

RECITALS

WHEREAS, California Education Code section 10900 *et seq.* (“Community Recreation Programs Law”) authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives;

WHEREAS, the Community Recreation Programs Law defines “recreation” to mean the following:

Any activity, voluntarily engaged in, which contributes to the physical, mental, or moral development of the individual or group participating therein, and, includes any activity in the fields of visual and performing arts, handicraft, science, literature, nature study, nature contacting, aquatic sports, and athletics, or any of them, and any informal play incorporating any such activity. (Education Code section 10901(c));

WHEREAS, District and City are authorized under California law to operate and maintain recreation centers, as defined in Education Code Section 10901(f), for community recreation (“Recreation Centers”);

WHEREAS, District and City desire to enter into an Agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of both District and City (“Facility” or “Facilities”);

WHEREAS, the Parties intend to use the Facilities to offer recreational programs and services to District students, City residents, and authorized users of the Facilities;

WHEREAS, District owns certain Facilities and desires that the City may have the use of the District Facilities, pursuant to the terms of this Agreement, for community recreation, and other priorities for the public’s benefit;

WHEREAS, City owns certain Facilities and desires that the District may have the use of City Facilities, pursuant to the terms of this Agreement for education-related activities and events;

WHEREAS, the District and the City desire to enter into an Agreement, pursuant to the aforesaid Community Recreation Programs Law, providing for the joint use of the Facilities that are owned by the District and the City as set forth in this Agreement and to set forth the terms between the Parties for the operation and joint use of the Facilities in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. SPECIFIC CITY AND DISTRICT FACILITIES SUBJECT TO THE JOINT USE AGREEMENT.

A description of the Facilities subject to this Agreement is attached hereto as Exhibit "A." Facilities owned by the District are referred to as "District Facilities" and facilities owned by the City are referred to as "City Facilities."

2. USE OF FACILITIES.

2.1 Except as otherwise provided herein, District and City hereby grant a non-exclusive license to each other to use each other's Facilities in accordance with the terms and conditions set forth in this Agreement, including the following:

2.1.1 District and City may utilize each other's Facilities described in Exhibit "A" without monetary consideration to the other Party, except where the Parties agree to pay charges for use pursuant to Section 3.11 of this Agreement or reimburse each other for cost recovery.

2.1.2 Equipment

The Parties agree that each Party shall provide all materials and equipment to be used in their respective activities.

Upon written approval of the equipment owner, a Party may use the other Party's equipment when said equipment is available at the Facility being used. Requests for any equipment must be submitted seven (7) days prior to the date the Facility will be used.

Additionally, the City agrees to make available its City-owned canopies, tables, and chairs ("City Equipment"), when such equipment is available. Responsibility for delivery, set up, breakdown, and return of City Equipment shall be mutually agreed upon by the Parties on a per use basis.

The District shall be responsible for repair or replacement, as determined by the City and District, of damaged or lost City equipment if damage to or loss of

equipment is caused while such equipment is in the District's possession. The City shall be responsible for repair or replacement, as determined by the District and City, of damaged or lost District equipment if damage to or loss of equipment is caused while such equipment is in the City's possession

2.1.3 In the event that the City desires to use the District's Facilities for a purpose that is not for community recreation or the public benefit, the City shall pay the District, within thirty (30) days of such use, such costs as would be charged by the District to a third party for-profit user under the Civic Center Act.

2.1.4 A Party's use of the other Party's Facilities shall be in conformance with federal, state and local laws, as well as the other Party's rules, administrative regulations, and policies. Furthermore, the Party utilizing the other Party's Facilities shall enforce the other Party's rules, regulations and policies while using the Facilities.

2.1.5 The use of District Facilities by City shall be in such a manner, as not to interfere with the District's normal use of District's Facilities, including, but not limited to, back-to-school nights, school assemblies, cleaning, gardening activities and any other District activities.

2.1.6 With respect to the use of the Facilities, a School/City joint use committee shall conduct quarterly meetings for the purpose of creating a master schedule of anticipated uses of the Facilities ("Scheduling Meetings"), unless alternate meeting times are mutually agreed upon. At the Scheduling Meetings, the District and the City shall agree upon a schedule, in writing, with respect to the use of the Facilities including, but not limited to the proposed times, uses and users of the Facilities ("Master Schedule"). The School/City joint use committee should include a minimum of three members for the City (Director of Parks and Recreation, Deputy Director of Parks and Recreation, and Recreation Manager) and a minimum of three members from the District, (Director of Maintenance, CBO and Athletic Director).

2.1.6.1 The Master Schedule prepared by the Parties on a quarterly basis shall address the availability of District Facilities on minimum days and during summer school.

2.1.6.2 In the event of an unanticipated event that is not included on the Master Schedule, each Party agrees to reasonably accommodate the other Party with respect to such event.

2.1.6.3 The City and the District will provide the other Party with a minimum of forty-eight (48) hours' notice when canceling a previously approved use of any Facility. If either City or District cancels any

approved reservation, the canceling Party, upon request of the other Party, will make a reasonable effort to identify an appropriate alternative location, if necessary.

2.2 Notwithstanding anything in this Agreement to the contrary, District shall have exclusive use of the District Facilities, Monday through Friday, except on School Holidays (“School Days”), before the commencement of the school day until 6 p.m. (“School Hours”), or as otherwise agreed upon or provided herein. School Holidays shall be defined as those days when school is not in session. School Holidays, Saturday and Sunday are defined as “Non-School Days.”

2.3 District shall notify the City at the Scheduling Meetings of any District events and/or practices that are anticipated to extend later than 6:00 p.m. or on a Non-School Day so that such events may be included in the Master Schedule. In addition, should District require the use of any Facilities for any California Interscholastic Federation activity, such use shall take precedent over any pre-existing use at any of the Facilities as long as 48 hours advance notice is given, whether or not such use is during School Hours or included in the Master Schedule.

2.4 On School Days, District Facilities may be available to City after School Hours unless a District event is in progress or the District Facilities are otherwise needed for District use.

2.5 On Non-School Days, District Facilities may be available, unless a District event is in progress or the District Facilities are otherwise needed for District use, from 7:00 a.m. until dusk for all outdoor non-lighted District Facilities and 10:00 p.m. for all indoor and outdoor lighted District Facilities and in no event later than 11:00 p.m. unless special written permission is expressly granted by the District. Outdoor lighting will be regulated by automated time clocks to assure compliance.

2.6 The City shall have priority use and shall be responsible for operations and scheduling the use of certain District Facilities as described in Exhibit “A,” including Rio Vista Park. Unless otherwise indicated in Exhibit “A”, the District Facilities may only be scheduled for the City’s use after School Hours and on Non-School Days. Use of the District Facilities may be scheduled in the following order of priority:

- a) Any District programs or activities, including summer school and including any licensed third party uses in existence as of the Effective Date of this Agreement;
- b) District auxiliary groups, such as the PTA;
- c) Service groups whose primary purpose is service to youth, such as Boy Scouts, Girl Scouts and YMCA;

- d) Civic and service groups whose primary purpose is service to the community, such as Rotary Club and Kiwanis Club;
- e) Social and recreational groups, such as gardening clubs;
- f) Other community groups that do not fit into the categories above.

2.7 The District shall have priority use and shall be responsible for scheduling the use of certain City Facilities as described in Exhibit "A."

2.8 Each Party shall be responsible for providing custodial services to clean its Facilities upon completion of the other Party's use. A Party may charge fees to recover additional cleaning costs incurred as a result of the other Party's use of the Facilities.

Notwithstanding the cleaning services provided by each Party's custodial services, City and District shall be responsible for adequate cleanup of the Facilities during their respective use of the Facilities at the close of each and every day, leaving it in a comparable state as existed prior to the Party's activities and shall require any user who contracts to use the Facilities to provide adequate cleanup of the Facilities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash and similar related activities.

2.9 The Parties agree that each Party will provide all necessary security and supervision at their respective activities.

2.10 The Parties agree that use of the Facilities will not be allowed when such use would damage the Facilities, except for normal wear and tear. Furthermore, use of District Facilities will not be allowed when such use involves the consumption or possession of alcohol or other controlled substances. No smoking is allowed at District or City Facilities.

2.11 Cost Recovery

The Parties may charge reasonable staffing charges for opening, closing, supervision and maintenance of each Party's Facilities during permitted use by the other Party. Charges will be calculated based on actual costs of hourly rates of personnel connected with the use of the Facilities outside of the regularly scheduled operating of staffing times for the Facilities. Other costs may occur as the result of shared maintenance of Facilities as described in this Agreement and by separate Resolution, as adopted jointly by the Board of Education and City Council. A budget and billing estimate shall be submitted and approved prior to the use of the Facilities. At each Scheduling Meeting each Party shall provide the other Party with an updated Fee Schedule for the subsequent quarter. If a Party's fees change during the quarter, that Party shall provide the other Party with written notice of the updated fee.

2.12 Improvements to Facilities. Neither Party may construct or renovate improvements on the Facilities owned by another Party, unless the Party desiring to construct or renovate improvements obtains the advance written approval of the Party that owns the Facilities, which approval may be withheld, conditioned or delayed at the sole discretion of the Party that owns the Facilities. Construction or renovation of Facilities will require a separate agreement between the Parties to address the terms and conditions of the work and the use of the Facilities.

2.13 Non-discrimination

The Parties agree that in providing the use of the Facilities, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status, or disability, and agree that the Parties will be in compliance with all anti-discrimination laws of the United States of America and the State of California.

3. MAINTENANCE RESPONSIBILITIES

3.1 Except as otherwise provided herein, or by separate Resolution, District and City shall be responsible for the maintenance of their respective Facilities. However, should either of the Parties cause maintenance costs outside of normal wear and tear with respect to their use of the others' Facilities, such Party shall be responsible for these additional maintenance costs.

3.2 The Parties agree that, by written authorization from the owner of the Facility, the other Party, or a City-sponsored authorized community organization ("Community Organization"), may be allowed to provide special maintenance or improvements to a Facility which is considered beneficial to all Parties as long as such other Party or Community Organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to Facilities owned by the public entities,

3.3 The Parties agree that all Facilities will be kept in good repair and in a manner suitable for usage by the City and the District, including the provision of day-to-day maintenance, janitorial services (including clean and stocked restrooms), structural repair, and the replacement or repair of any major equipment, unless otherwise provided herein. The Facilities and grounds staff of each Party shall meet within thirty (30) days of the Effective Date of this Agreement to establish a standard of care and shall then meet every three months to decide how to cooperatively establish and achieve this standard of care.

3.4 The Parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, Community Organizations and other community uses, and to submit any planned renovation/repairs to Facilities at the Scheduling Meetings so as to assist in accurate seasonal planning. However, each Party may schedule

renovation and/or repairs at their own respective Facilities at times of their own choosing, in their sole discretion.

3.5 The Parties agree that by the close of business on the next day following the observation, the Parties shall inform each other of any vandalism, damages or unsafe conditions at the Facilities that are discovered by the Party using the Facilities upon arrival or occurring during the period of the Party's use of the other Party's Facilities. It is the responsibility of the using Party to cancel or restrict use of a Facility if that Party observes any vandalism, damages or unsafe conditions at the Facilities, in order to protect injury or damage to person or property.

4. CIVIC CENTER ACT

Both Parties acknowledge that District's Facilities are identified as a "Civic Center" pursuant to the Civic Center Act (Education Code Sections 38130 *et seq.*) and that the use of District's Facilities must comply with the provisions of the Civic Center Act. Both Parties understand that other individuals and/or entities may utilize the District Facilities pursuant to the Civic Center Act and other provisions of law, including but not limited to such license agreements as the District may determine to enter into.

5. TERM OF THIS AGREEMENT

5.1 Original Term

The term of this Agreement shall be for a period of twenty (20) years and shall commence upon the date of execution of this Agreement.

5.2 Renewal

This Agreement may be renewed for successive five (5)-year terms upon mutual agreement of the Parties in writing.

6. TERMINATION OF AGREEMENT

6.1 This Agreement may be terminated for cause at any time during the term hereof, by either Party upon thirty (30) days written notice to the defaulting Party.

6.2 This Agreement may be terminated prior to its expiration, without cause, by either Party upon twelve (12) months written notice to the other Party of its intent to terminate this Agreement.

6.3 Upon expiration of the term of this Agreement, or upon the sooner termination, and when surrendered, the Parties shall leave each other's facilities in the condition they were in at the beginning of the term of this Agreement, with the exception of any

permanent improvement accepted by the Party owning the Facilities and normal wear and tear, unless maintenance provisions are otherwise provided herein.

6.4 If, after thirty (30) days from the date of expiration or termination of this Agreement, a Party leaves any personal property, trade fixtures, furnishings or equipment at the other Party's Facilities, such property may be disposed of by the Party owning the Facilities and the Party owning the Facilities may invoice the abandoning Party for the reasonable costs of disposal. The invoice shall include back up documentation regarding the costs of disposal and reimbursement shall be due within thirty (30) days of receipt of invoice by the abandoning Party. In the event that the Party using the other Party's facilities removes any personal property, trade fixtures, furnishings or equipment belonging to the Party owning the Facility, the Party using the Facilities pursuant to this Agreement shall return the areas affected by such removal to their original condition (reasonable wear and tear excepted).

7. INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification

7.1.1 Each Party is financially responsible for all damages caused by its use of the other Party's Facilities.

7.1.2 The District agrees to hold harmless, defend, and indemnify' the City against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the negligence or the willful acts or omissions of the City, its agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the City's Facilities by the District or its agents, servants, employees, or implementation of this Agreement including without limitation, negligent acts or omissions of the District involving the condition of the Facilities for which the District was obligated to maintain.

7.1.3 The City agrees to hold harmless, defend, and indemnify the District against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage, was solely due to the negligence or the willful acts or omissions of the District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the District's Facilities by the City or its agents, servants, employees, or implementation of this Agreement including without limitation, negligent acts or omissions of the City involving the condition of the Facilities for which the City was obligated to maintain.

7.1.4 The provision of indemnity set forth in Section 8.1 shall not be construed to obligate a Party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7.2 Insurance

7.2.1 During the term of this Agreement, the District and the City shall either be self-insured or maintain a comprehensive general liability insurance policy providing coverage for public liability, automobile liability, bodily injury and property damage as set forth herein.

7.2.2 Each Party shall procure and maintain, during the period of this Agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other Party in the following minimum amounts:

\$1,000,000 General Liability (Bodily injury, Property Damage, Liability, Personal Injury) per occurrence.

\$2,000,000 General Aggregate

7.2.3 Policies or certificates evidencing each Party's coverage shall be filed with the other Party, shall include the other Party as a named Additional Insured, and shall be primary. Said policies or certificates shall provide 30 days written notice to the other Party prior to any material change, termination or cancellation.

7.2.4 The insurance limits referred to herein may be increased from time to time by mutual written, consent in accord with then accepted practice for California cities and school districts.

7.2.5 The Parties recognize that insurance practices and requirement of a District and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the Parties, as regular practice do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the Parties may meet their insurance requirements under this Section in the same manner.

7.2.6 Privileges and immunities. Notwithstanding anything to the contrary in this Agreement, neither Party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either Party.

8.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the third business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any Party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

8.3 The Parties shall provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

9. MISCELLANEOUS

9.1 Binding on Successors

The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

9.2 Supervision

9.2.1 Each Party shall be responsible for supervising their respective activities at the Facilities.

9.2.2 Prior to approving any reservation request from a third party, for a District Facility in which the City has been granted exclusive use under this Agreement, the City shall first seek approval from the District and require an authorized representative of each group that requests to reserve a District Facility to provide required insurance coverage, and execute a waiver and hold harmless statement, mutually agreed upon by the Parties. NO use shall be allowed without prior written approval by the District.

9.3 Resolution Without Arbitration ("Mediation")

In the event any dispute arises over the scheduling of the use of Facilities or any other dispute arising under the terms of this Agreement, the District and the City representatives shall meet and confer with the objective of resolving such disputes at a mutually agreeable time, not to exceed seven (7) calendar days from the request of either Party. If within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Parties to their mutual satisfaction, the District and the City shall then convene a committee composed of two members of the District's governing board, two members of the City's governing body, along with two staff members from both the District and the City. The committee shall meet as soon as possible to attempt to resolve the dispute to the mutual satisfaction of the Parties.

9.4 Official Representatives

The official representatives for the District and the City shall be the Superintendent or his/her designee and City Manager or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules for use of the Facilities including, without limitation, the District and the City's administrative regulations.

9.5 No Assignment of Rights

No rights which the District or the City has under this Agreement may be assigned to any other person, persons, or corporation without prior written approval of the other Party.

However, the City may enter into agreements of use by permit with Community Organizations. Pursuant to Section 3.6, the City will be the sole permitting agent for the District's and the City's Facilities as designated in Exhibit "A." Such agreements for use are subject to and deemed to incorporate by reference all provisions of this Agreement.

9.6 Employees

The Parties agree that, in the performance of this Agreement, the District's employees shall not be considered officers, employees, or agents of the City, and are not entitled to benefits of any kind normally provided to employees of the City, or to which the City's employees are normally entitled, including, but not limited to, Worker's Compensation. Likewise, in the performance of this Agreement, the City's employees shall not be considered officers, employees or agents of the District, and are not entitled to the benefits of any kind normally provided to employees of the District, or to which the District's employees are normally entitled, including but not limited to, Worker's Compensation.

9.7 Recreation Program Costs

Except as otherwise agreed upon or provided, neither Party shall be responsible to the other Party for the cost of the other Party's recreation programs or the cost of any third party organization's program which might benefit from a particular aspect of this Agreement. The City covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental costs in connection therewith. District covenants and agrees to bear all costs that should incur in respect to the operation of any District activity.

The Parties acknowledge that each Party may charge reasonable fees to third parties for the use of Facilities as permitted under the laws of California to offset the costs associated with, establishing, coordinating and conducting certain recreation programs.

9.8 Specific Provisions

9.8.1 Locks - Keying and Access Authorization

When necessary, the lock style, types of gates, and key/code authorization to be utilized at each individual Facility will be coordinated in such a manner to allow dual access for the Parties while maintaining the safety and property security of such Facility. The Parties shall be required to execute a Key Use Agreement.

9.8.2 Joint Parking

The Parties agree to allow parking, when available and not in conflict with other uses at a Facility, in designated areas for participants of the event for which a Party, or authorized Community Group, is utilizing the other Party's Facilities. Parking is not guaranteed.

9.8.3 Utilities

Each Party is responsible for providing utilities for use at its Facilities by the other Party, unless otherwise provided in this Agreement or by separate Resolution. Notwithstanding the foregoing, City shall be responsible for its pro-rata share of utilities costs for use outside of School Hours. District shall invoice City for such utilities costs and payments shall be due within thirty (30) days of receipt of invoice.

9.9 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in Los Angeles County, and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail

9.10 Entire Agreement

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the use of recreational use of Facilities, and is a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous Agreements and understandings, oral or written, in connection therewith, All exhibits are deemed incorporated in this Agreement.

9.11 Severability

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be invalid under die applicable law, such provision will be

ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this Agreement.

9.12 Joint Preparation

This Agreement shall be deemed to have been prepared jointly by the Parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

9.13 Modification of this Agreement

The terms and conditions of this Agreement may be revised or amended in writing as may be necessary from time to time and as mutually agreed by the Parties provided that any such amendment is consistent with the original intent of this Agreement.

9.14 Non-Waiver

The failure of the City or the District to insist upon strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy which the City or the District may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of terms, conditions or covenants contained in this Agreement.

9.15 Execution In Counterparts

This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement binding on all Parties hereto.

9.16 Authority

The person(s) executing this Agreement on behalf of the Parties warrant(s) 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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

(Signatures on the next page)

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

EL RANCHO UNIFIED SCHOOL DISTRICT

CITY OF PICO RIVERA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Terry T. Tao, Esq.
Jesus R. Gonzales, Jr., Esq.
Attorneys for El Rancho Unified School District

Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT "A"

**SPECIFIC CITY AND DISTRICT FACILITIES SUBJECT TO THE JOINT USE
AGREEMENT**

The CITY and the DISTRICT agree to make the following FACILITIES available for joint use purposes. Any additional terms and conditions that apply are described for each specific FACILITY in a separate Resolution to be adopted jointly by the Board of Education and the City Council.

DISTRICT FACILITIES

Elementary Schools

1. Birney
 - a. Classrooms (REACH Programs)
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

2. Durfee
 - a. Classrooms (REACH Programs)
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

3. Magee
 - a. Classrooms (REACH Programs)
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

4. North Ranchito
 - a. Classrooms (REACH Programs)

- b. Cafetorium
- c. Athletic Fields
- d. Open Space
- e. Playground
- f. Basketball Courts
- g. Parking Lot

- 5. Rio Vista
 - a. Classrooms (REACH Programs)
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

The following improvements, fixtures, and equipment that currently exist on the property known as Rio Vista Park were installed by the CITY and shall remain property of the CITY.

- All Ball Field Backstops, Benches, Fences, and Bleachers
- Field and Security Lights
- Playground Equipment
- Picnic Tables and BBQ's
- Walkways and Open space
- Concession/Storage Building
- Trash Receptacles
- Score Boards

The CITY shall have exclusive use of the Facilities, and agrees to maintain the grounds including irrigation for the entire area west from the existing fence separating the school from the park grounds. The CITY shall also maintain the North and West perimeter fences, the backflow device located at the North end of the park, the garbage bin enclosure, and irrigation and landscaping in the Parking Lot median, and the Parking Lot lights. The CITY shall also schedule usage of the athletic fields and provide nets for the Basketball Courts.

The DISTRICT agrees to maintain the Basketball Courts surfaces, Basketball baskets and supports, including periodic striping and slurry seal, the Parking Lot surface, including periodic striping and slurry seal, and other utilities and services for the area east of the separation fence.

- 6. Rivera
 - a. Classrooms (REACH Programs)

- b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot
7. South Ranchito
- a. Classrooms (REACH Programs)
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot
8. Valencia
- a. Classrooms (REACH Programs)
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot
9. Pio Pico
- a. Classrooms
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

;;

Middle Schools

1. Burke
- a. Classrooms
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open, Space
 - e. Playground

- f. Basketball Courts
 - g. Parking Lot
2. Rivera
- a. Classrooms
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot
3. North Park
- a. Classrooms
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

High and Adult Schools

1. El Rancho
- a. Classrooms
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot
 - h. Gymnasiums
 - i. Performing Arts Theatre
 - j. Swimming Pool
 - k. Tennis Courts
2. Salazar Continuation
- a. Classrooms
 - b. Cafetorium
 - c. Athletic Fields
 - d. Open Space
 - e. Playground
 - f. Basketball Courts
 - g. Parking Lot

3. Education Center Adult School
 - a. Classrooms
 - b. Cafetorium
 - c. Open Space
 - d. Parking Lot

CITY FACILITIES

Parks and Facilities

1. Rivera Park
 - a. Athletic Fields
 - b. Gymnasium
 - c. Open Space
 - d. Batting Cages
 - e. Picnic Areas
 - f. Auditorium and Meeting Rooms
 - g. Handball Courts
 - h. Parking Lots
 - i. Playground
 - j. Horseshoe Pits
2. Smith Park
 - a. Open Space
 - b. Swimming Pool
 - c. Auditorium and Meeting Rooms
 - d. Picnic Areas
 - e. Skate Park
 - f. Athletic Fields
 - g. Parking Lots
 - h. Playground
3. Pico Park
 - a. Athletic Fields
 - b. Open Space
 - c. Auditorium and Meeting Rooms
 - d. Gymnasium
 - e. Picnic Area
 - f. Parking Lots
 - g. Playground
4. Streamland Park
 - a. Open Space
 - b. Picnic Areas

- c. Playground
 - d. Parking Lots
 - e. Basketball Courts
5. Rio Hondo Park
- a. Athletic Fields
 - b. Open Space
 - c. Auditorium and Meeting Rooms
 - d. Picnic Areas
 - e. Parking Lot
 - f. Basketball Courts
6. Senior Center/Center for the Arts
- a. Auditorium and Meeting Rooms
 - b. Parking Lots

OTHER FACILITIES AND EQUIPMENT

1. City Hall
- a. Council Chambers
 - b. Parking Lot
2. Parks and Recreation Department Building
- a. Community Meeting Room
 - b. Parking Lot
3. Municipal Golf Course
- a. The CITY/CONTRACTOR agrees to provide discounted rate for school teams practice sessions,

