



Tuesday, October 22, 2013
Regular Meeting 6:00 p.m.

Council Chamber
6615 Passons Blvd.

Next Resolution No. 6731
Next Ordinance No. 1080
Next Agreement No. 13-1418

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:

- Fred Zermeno, Planning Commission
- Theresa Corella, Sister City Commission

INVOCATION:

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

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- Presentation to the Friends of the Pico Rivera Libraries for the 8th Annual National Friends of the Library Week October 20-26, 2013
- Certificate of Recognition presentation to Nora Chen, Rivera Librarian
- Anti-Panhandling Campaign
- Southeast Area Animal Control Authority (SEAACA) Presentation by Sally Hazzard, Executive Director

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

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

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

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

CONSENT CALENDAR ITEMS:

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

1. Minutes:

- City Council meeting of October 8, 2013

Recommendation: Approve

- Parks & Recreation meeting of September 12, 2013

Recommendation: Receive and file

2. 7th Warrant Register of the 2013-2014 Fiscal Year.

(700)

Check Numbers: 259053-259221

Special Checks Numbers: None

Recommendation: Approve

3. Adoption of the California Building Codes, Amending Title 15, Building and Construction, of the Pico Rivera Municipal Code.

(1300)

Recommendation:

1. Introduce ordinance amending Title 15 of the Pico Rivera Municipal Code by adopting by reference Parts 1 through 6, 8, 10 through 12 of Title 24 of the California Code of Regulations; and
2. Set a public hearing for November 12, 2013 for adoption by reference, of the Codes incorporating the California Building Code, California Residential Code, California Housing Code, California Abatement of

Dangerous Building Code, California Sign Code, California Electrical Code, California Historical Code, California Plumbing Code, California Energy Code, California Existing Building Code, California Mechanical Code, California Green Building Standards Code, California Fire Code and the California Referenced Standards Code; and

3. Adopt resolution which includes the findings necessary for the local amendments we have made to the model codes.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING BY REFERENCE THE 2013 CALIFORNIA BUILDING STANDARDS CODES AND CERTAIN SPECIFIED APPENDICES THEREOF, INCLUDING THE 2013 CALIFORNIA BUILDING CODE, 2013 INTERNATIONAL BUILDING CODE, THE 2013 CALIFORNIA RESIDENTIAL CODE, THE 2013 CALIFORNIA MECHANICAL CODE THE 2013 CALIFORNIA ELECTRICAL CODE, THE 2013 CALIFORNIA PLUMBING CODE, THE 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2013 CALIFORNIA ENERGY CODE, THE 2013 CALIFORNIA HISTORICAL BUILDING CODE, THE 2013 CALIFORNIA EXISTING BUILDING CODE, THE 2013 CALIFORNIA REFERENCES STANDARDS CODE, THE 2013 CALIFORNIA FIRE CODE AND AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE PICO RIVERA MUNICIPAL CODE

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SETTING FORTH FINDINGS FOR REQUIRED AMENDMENTS TO THE 2013 CALIFORNIA BUILDING STANDARDS CODES RELATIVE TO LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS

4. **KaBOOM! Pio Pico Playground.** (700)

Recommendation:

1. Approve submittal of an application for a new Play Ground at Pio Pico Elementary School.

5. **Traffic Signal Safety Improvements Citywide, CIP No. 21242 – Award Professional Services Agreement for Engineering Services.** (500)

Recommendation:

1. Award a Professional Services Agreement to Willdan Engineering to provide engineering design services for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, for an amount not to exceed

\$86,769 and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

Agreement No. _____

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

6. **Ordinance for Foreclosure Registration Program; Registration/Re-Registration Fees and Amendment of City Fee Schedule; and Agreement with Nationwide Cost Recovery Services.** (700)

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.

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

NEW BUSINESS:

OLD BUSINESS:

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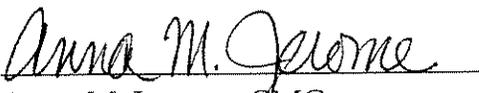
When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, 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 18th day of October 2013.

Dated this 18th, 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.

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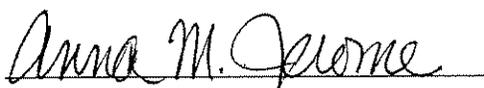
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Tuesday, October 8, 2013

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, Camacho

ABSENT: Tercero (excused)

COMMISSIONERS PRESENT:

Robert Martinez, Planning Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Commissioner Martinez

SPECIAL PRESENTATIONS:

- Business Friendly Finalist Presentation – presented by Barbara Levine of the Los Angeles County Economic Development Corporation
- PATH and Whittier First Day presentation to City Council on an Overview of the Implementation of the Homeless Initiative

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)

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 the purpose of this program is to bring foreclosure properties up to standard.

A brief PowerPoint presentation was given by Community and Economic Development Director Martinez, Nef Cortez and Eli Cortez, representatives of Nationwide Cost

Recovery Services covering the benefits of the foreclosure program; Nationwide Cost Recovery services; properties in foreclosure and the impact to neighborhoods.

Mayor Camacho closed the public hearing.

After some discussion amongst City Council and staff, the item was continued to the meeting of October 22, 2013 for further data and statistical information.

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

Mayor Camacho opened the public hearing and noted that three letters of written communication were received by staff.

City Manager Bates stated that the City is moving forward with the general plan and that every eight years the City is required to update the housing element plan. He stated that the Planning Commission approved the draft 2014-2021 Housing Element.

A PowerPoint presentation was presented by Lloyd Zola of Environmental Science Associates, Inc. on the general plan which included a housing policy; goals; consequences of an uncertified element; quantified objectives; vacant residential zoned land; and mixed use overlay.

Councilmember Archuleta reiterated and emphasized that the housing element plan does not include any eminent domain.

Oral Communications:

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

- Addressed the City Council regarding his initial opposition to the housing element plan and its misrepresentation.

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

- Addressed the City Council to speak of her relief regarding the housing element plan after speaking individually with City Council members.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to adopt Resolution No. 6739 approving General Plan Amendment No. 50 for the 2014-2021 Housing Element and Mitigated Negative Declaration. Motion carries by the following roll call vote:

Resolution No. 6739 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

AYES: Archuleta, Armenta, Salcido, Camacho
NOES: None
ABSENT: Tercero

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

CONSENT CALENDAR:

3. Minutes:

- Approved City Council meeting of September 24, 2013

4. Approved 6th Warrant Register of the 2013-2014 Fiscal Year. (700)
Check Numbers: 258824-259052
Special Checks Numbers: None

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

1. Adopted Resolution No. 6740 authorizing the submittal of an application for the Urban Greening Grant Program.

Resolution No. 6740 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)

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

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

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

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

1. Awarded a contract to Cititech Systems for a Computerized Maintenance Management System (CMMS) for Fiscal Year 2013/14 in the amount of \$112,100 and authorized the Mayor to execute the contract in a form approved by the City Attorney; and
2. Transferred \$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. 13-1416

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)

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

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

1. Approved 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 authorized the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 11-1221-3

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve Consent Calendar Items No. 3, 4, 5, 6, 8, and 10. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Camacho

NOES: None

ABSENT: Tercero

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

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

Councilmember Salcido asked if the residents in the area where notified of the changes. Director of Public Works Cervantes stated that City staff spoke with the residents who made the complaints but did not make a public outreach to all the residents in the area. He stated that City staff followed normal procedures.

Motion by Councilmember Archuleta, seconded by Councilmember Armenta to receive and file traffic study. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho

NOES: None

ABSENT: Tercero

ABSTAIN: Salcido

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)

Councilmember Salcido asked if this was an expected expenditure with Director Cervantes stating that this type of expenditure is not unusual based on project schedules being extended.

In regard to project completion, Councilmember Salcido stated that his preference would be to have a grand opening when the park is complete and not any time prior to completion.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to 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. Motion carries by the following roll call vote:

Agreement No. 10-1180-7

AYES: Archuleta, Armenta, Salcido, Camacho
NOES: None
ABSENT: Tercero

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)**

City Manager Bates stated that the present condition of the pedestrian bridge is that the concrete is cracking and the bridge is rusting. He stated that there are two main issues related to the pedestrian bridge; one, safety of the bridge and second, an attractive design.

Public Works Director Cervantes stated that the bridge has some deficiencies and will be corrected with this project. He stated that the project is in the conceptual stage and staff has prepared two design concepts for approval.

Barbara Grygutis, of TTG Engineers, provided a PowerPoint presentation of the two conceptual renderings.

After a brief discussion amongst City Council, TTG Engineers' was asked to come back with a few more options for the design of the bridge. Councilmember Salcido suggested that the conceptual design project be given to an Ad Hoc Committee for further review and evaluation.

Motion by Councilmember Salcido, Councilmember Armenta to 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. Motion carries by the following roll call vote:

Agreement No. 13-1404-1

AYES: Archuleta, Armenta, Salcido, Camacho

NOES: None

ABSENT: Tercero

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

City Manager Bates stated that this agreement reflects team work and that the whole city benefits when there is cooperation between the City and the School District.

Parks & Recreation Director Gonzalez provided a PowerPoint presentation which included current partnerships; future partnerships; utilization of Pio Pico Elementary School with plans of building a KaBOOM playground at the school site; and the utilization of basketball courts at school facilities.

Councilmember Armenta suggested placing a REACH program at Pio Pico Elementary school.

Mayor Camacho shared his enthusiasm for the joint use agreement and looks forward to the utilization of all sites for the benefit of the community.

Councilmember Salcido shared his personal experience of cooperation between the City and the School District as a youth growing up in the City.

City Manager Bates stated that recently senior staff of the City and the School District met to discuss ways to work together to improve the use of city and school facilities for the benefit of the whole city.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to 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. Motion carries by the following roll call vote:

Agreement No. 13-1417

AYES: Archuleta, Armenta, Salcido, Camacho

NOES: None

ABSENT: Tercero

Recessed to Housing Assistance Agency at 8:04 p.m.

ALL FOUR MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 8:05 p.m.

ALL FOUR MEMBERS WERE PRESENT

NEW BUSINESS:

Mayor Camacho mentioned the free mulch distribution taking place on October 19, 2013 at Whittier Fertilizer and the completion of the raised medians on Telegraph Road. He also mentioned the groundbreaking of a new business, Fast 5 Carwash, located on Whittier Boulevard on October 15th at noon.

OLD BUSINESS:

Councilmember Archuleta and Mayor Camacho commented on the recent groundbreaking of the Norms Restaurant on Rosemead and Beverly Boulevards. Councilmember Archuleta stated construction should be complete in about six (6) months.

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

Bill Mendoza:

- Addressed the City Council regarding a stop sign, safety and parking issues near the intersection of Redbird and Coffman & Pico Road.

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

- Addressed the City Council regarding a meeting with Councilmember Archuleta and the actions of an employee and thanked Councilmember Armenta for doing the right thing.

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

- Addressed the City Council regarding the housing element program and thanked City Council for their cooperation.

David Angelo, Sister City Commissioner:

- Addressed the City Council regarding "Business Friendly Finalist"; trip to San Luis Potosi and Sister City recognition.

Recessed to Closed Session at 8:24 p.m.

ALL FOUR MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:57 p.m.

ALL FOUR MEMBERS WERE PRESENT

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

City Attorney Alvarez-Glasman reported that direction was given to authorize the filing of an appeal with Judge Dau and to retain the law office of Colantuono & Levin.

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

City Attorney Alvarez-Glasman reported that direction was provided; there was no final action taken and nothing further to report.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 8:58 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Camacho

NOES: None

ABSENT: Tercero

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 October 8, 2013 and approved by the City Council on October 22, 2013.

Anna M. Jerome, Deputy City Clerk



PARKS & RECREATION COMMISSION

MINUTES

Thursday, September 12, 2013

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

PRESENT: Carlos Cruz, Paul Gomez, Rod Torres

ABSENT: John Garcia, Joseph Palombi

APPROVAL OF MINUTES: A motion was made by Commissioner Torres and seconded by Vice Chair Gomez and carried on roll call vote to approve the Minutes of August 8, 2013.

PUBLIC COMMENTS: No public comments.

AGENDA ITEMS:

1. NEW BUSINESS:

- a) Smith Park Turf Rules and Regulations – Deputy Director Rico announced that they will be open up the Smith Park stadium next week. He provided the commission a draft of the rules and regulations for the stadium for the commission to review and provide feedback. Deputy Director Rico continued to state that he will be sending it to print and posting it up around the stadium.
After a brief review, Commissioner Torres commented that he would like to see the rules and regulations poster simplified. He continued to state that the sports league presidents should receive the detailed rules and regulations and make them responsible for advising their league participants, volunteers, coaches, etc.
Chair Cruz asked if there will be a rules and regulations poster in Spanish. Deputy Director stated that there is not but he can definitely look into creating one.

2. OLD BUSINESS:

- a) Customer Experience Survey drawings – The Parks and Recreation commission picked out names of those who completed a customer experience survey during their visit to a City facility or attended a City activity or event. The winners are:
 - i. Marco Rubio – Pico Rivera
 - ii. Sophia Renteria –Pico Rivera
 - iii. Marleni Monterroso – Unknown location
- b) Commissioner Biographies – Director González reminded the commission to submit their commissioner biographies if they haven't already. Only two biographies have been received thus far.

- c) Parking at Streamland Park – Deputy Director Rico stated that he is still waiting to hear who the new owners are for the parking lot adjacent to Streamland Park. He will update the commission as soon as he has new information.
3. Athletic Facilities Resolution – Director González shared that Deputy Director Rico, Supervisor Chacon and herself have been meeting with the youth sports leagues individually to get their feedback on the resolution. She will provide a list of detailed comments from those meetings to the commission at the next meeting for their review. Deputy Director Rico provided an overview of how the meetings went and the concerns that were brought up such as the scheduling of the Stadium and Tournaments. Deputy Director Rico stated that they have not met with Pico Fastpitch but hopes to meet with them in the upcoming weeks. He continued to state that the resolution was reviewed by the Public Works Department for the maintenance component. Director González stated that a revised resolution will be provided to the commission by the next commission meeting and also to set a date for the public study session.
4. **ORGANIZATION RECOGNITION REVIEW** – No organizations for review. Deputy Director Rico advised the commission that the following organizations were at the beginning stages of the recognition process:
- TOPS Club Inc. – Weight loss Support Group
 - Young Artist Theatre Group
 - Ala-Teen Support Group

Deputy Director Rico brought up the question for thought of how many groups of a specific type will the commission approve for recognition.

5. DIRECTOR'S REPORT

- a) NRPA Magazine Cover – Director González provided the commission with a copy of the National Recreation and Park Association (NRPA) magazine in which the *Staying on Course* article, written by Director González is included.
- b) Upcoming Events – Recreation Manager introduced the following upcoming events:
- | | |
|--|--------------------------------------|
| 1. Senior Coordinating Council - Mexican Fiesta | September 14, 2013 @ Senior Center |
| 2. Pico Rivera Football for Youth - Opening Day Ceremony | September 14, 2013 @ Rivera Park |
| 3. Special Olympics Bowling Park | September 14, 2013 @ Rio Hondo Park |
| 4. H.E.A.L Food Distribution | September 18, 2013 @ Senior Center |
| 5. PRYS vs. 5A Division Basketball game | September 18, 2013 @ Rivera Park |
| 6. PRYS vs. Sheriff's Basketball game | September 18, 2013 @ Rivera Park |
| 7. CYSO Quarterly Presidents Meeting Room | October 2, 2013 @ P&R Community Room |

8. Adaptive Recreation Golf Clinic

October 19, 2013 @ Golf Course

c) Project Updates –

Smith Park:

- Stadium will be complete and will open up on Monday, with AYSO utilizing it that night. Twin Cities Wolverines will play a game on Saturday and the Pico Rivera Dons playing on Sunday.
- Park soft opening is tentatively set for October 30, 2013.
- Irrigation is still not complete.
- Concession stands still need equipment to be installed.

Commissioner Torres is in disagreement with the early opening of the parks, if they are not 100 percent ready to be opened. He also expressed his concern with the playground being too close to the parking lot. He continued to say that it poses a safety issue with predators having easy access to children playing on the playground. Deputy Director Rico stated that they will look into raising the fence or adding additional landscaping to bring a resolution to the safety issue.

Vice Chair Gomez asked if the irrigation issue was ever solved at Smith Park. Deputy Director Rico stated that it was. The contractor was able to determine what pipe and fittings to utilize. He continued to state that the product was acceptable by the designer and met all the requirements.

For Rio Vista Park:

- An issue arose with the hydro-seeding on one of the fields, which will need to be re-done.
- Parking lot is opened.
- Close to completion.
- Park soft opening is tentatively set for October 18, 2013.

Other park projects:

- The craft room at Rivera Park is being remodeled. Floors and cabinets have been done. New blinds will be installed next Wednesday. The room will be utilized by the department's Child Supervision classes.
- New carpet has been installed at Pico Park.
- New mirrors have been installed in the Auditorium at Rivera Park.
- Looking to installing outdoor basketball courts at Pico Park. Also updating the sound system, and getting new room dividers.

Deputy Director Rico shared the new score board pictures from Smith Park to the commission. He stated that training was held today for staff on how to utilize the score board. He also said that the water cannons are now functional.

c) Department Information – Recreation management explained the following:

1. Rivera Park Update – Deputy Director Rico stated that the pitching mounds have been completed. Rivera Baseball Association will be starting winter ball next week. For the outstanding items, quotes are being received and the department is waiting for funding to complete those items. Vice Chair Gomez asked if RBA’s winter league is separate from the regular season RBA league. Deputy Director Rico responded that the winter ball program is ran by RBA, which is a recognized community organization. They will be required to submit their winter ball rosters and staff will audit the roster to make sure they meet the 60 percent residency requirement.

Commissioner Torres asked if the fence that is protecting the infield at Rivera Park will be taken down and then put back up after RBA’s winter ball season. Deputy Director Rico answered that unfortunately we do not have the staffing levels to put up and take down weekly. Each user group would need to assist in putting the fence up and taking it down after each use if closing off of the infields during the time that baseball does not use the fields is necessary

2. Fall Recreation Guide/Veterans Project – Director González introduced the Fall Recreation Guide. She shared the cover of the Recreation Guide which advertised the new Veterans Project program. Director González gave a brief background on the Veterans Project program.

9. **COMMISSIONER’S REPORTS**

Gomez - Applauded Director González for the great article, in the NRPA magazine, and a job well done as head of the Department of Parks and Recreation.

Garcia: - Absent

Palombi: - Absent

Torres: - Reported that there is a crack on the concrete at Rivera Park, which poses a safety concern to the public. Commissioner Torres will be providing Deputy Director Rico with a picture of the concrete in question.

- Asked how often does Rivera Park get pressure washed? Deputy Director Rico answered that Public Works schedules the pressure washing at the parks. He continued to state that Rivera Park in particular has a Public Works maintenance staff member assigned to

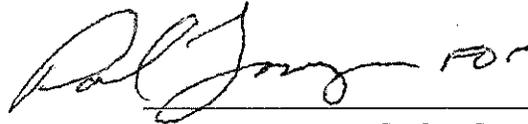
that park. Deputy Director to provide commission with a list of the Public Works staff that helps maintain the parks.

- Cruz:** - Gave kudos to Public Information for the great updates on Facebook. Director González commented that she is working with the appropriate City departments to allow the Parks and Recreation department to have their own Facebook page.

ANNOUNCEMENTS – No announcements.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 7:12 p.m. There being no objection it was so ordered.



Carlos Cruz, Chair
Parks & Recreation Commission


Sandra J. González, Secretary
Director of Parks & Recreation



To: Mayor and City Council

From: City Manager

Meeting Date: October 22, 2013

Subject: ADOPTION OF THE CALIFORNIA BUILDING CODES, AMENDING TITLE 15, BUILDING AND CONSTRUCTION, OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1. Introduce Ordinance amending Title 15 of the Pico Rivera Municipal Code by adopting by reference Parts 1 through 6, 8, 10 through 12 of Title 24 of the California Code of Regulations; and
2. Set a public hearing for November 12, 2013 for adoption by reference, of the Codes incorporating the California Building Code, California Residential Code, California Housing Code, California Abatement of Dangerous Building Code, California Sign Code, California Electrical Code, California Historical Code, California Plumbing Code, California Energy Code, California Existing Building Code, California Mechanical Code, California Green Building Standards Code, California Fire Code and the California Referenced Standards Code; and
3. Adopt Resolution which includes the findings necessary for the local amendments we have made to the model codes.

Fiscal Impact:

None to the City. However, there are always unavoidable fiscal impacts to the consumer associated with the costs of implementing new code requirements. For example, even though the City cannot change parts of the minimum Code requirements, the fact is that the new requirements in the Energy Code are anticipated to raise the cost of building a new home.

Discussion:

The California Health and Safety Code Section 17958 requires cities to adopt the most recent edition of the model building standards codes as amended and adopted by the California Building Standards Commission (CBSC). This occurs on a tri-annual basis. On November 23, 2010, the City last updated Title 18, *Building and Construction*, of the Pico Rivera Municipal Code adopting the California Building Codes by reference.

California Government Code Section 38660 empowers the legislative body of a city to regulate building construction, and Section 50020 through 50022.7 provides for adoption of the codes by reference.

If no action is taken by the City Council, the new California Codes will become effective January 1, 2014 as published by the State. By adopting the codes prior to January 1, 2014, the City Council can amend the State model building standard codes to better accommodate local conditions if specific findings are made justifying the changes. To further protect the public health, welfare and safety specific to Pico Rivera residents, staff recommends maintaining the same basic modifications to the Codes that were made during the last Code cycle three years ago.

Two examples of how the Codes were amended from the State's model building standard codes are as follows:

1. Stronger structural design of our commercial buildings than the minimum Code requirements because we are located within a high seismic activity zone.
2. Class "A" (1 hour rated) roof on our structures which is more than the minimum Code requires because of how close our houses are to each other and how easily a Santa Ana wind can carry a burning ember from one structure to the next.

The changes will not impose a major new financial burden to development in the City and have been implemented in many cities throughout California.


Ronald Bates

RB:BM:ED:ll

Attachments: 1.) Ordinance, 2.) Resolution

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING BY REFERENCE THE 2013 CALIFORNIA BUILDING STANDARDS CODES AND CERTAIN SPECIFIED APPENDICES THEREOF, INCLUDING THE 2013 CALIFORNIA BUILDING CODE, 2013 INTERNATIONAL BUILDING CODE, THE 2013 CALIFORNIA RESIDENTIAL CODE, THE 2013 CALIFORNIA MECHANICAL CODE, THE 2013 CALIFORNIA ELECTRICAL CODE, THE 2013 CALIFORNIA PLUMBING CODE, THE 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2013 CALIFORNIA ENERGY CODE, THE 2013 CALIFORNIA HISTORICAL BUILDING CODE, THE 2013 CALIFORNIA EXISTING BUILDING CODE, THE 2013 CALIFORNIA REFERENCES STANDARDS CODE, THE 2013 CALIFORNIA FIRE CODE AND AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE PICO RIVERA MUNICIPAL CODE

WHEREAS, the City Council of the City of Pico Rivera hereby finds that the public health, safety, and welfare will be best protected and served by the adoption of various building and construction industry codes that are established and maintained by the State Building Standards Commission; and

WHEREAS, the California Building Standards Commission reviews proposed standards and amendments to the California Building Standards Code and adopts new editions and supplements every three years; and

WHEREAS, the California Building Standards Commission recently adopted and approved the 2013 California Building Standards Code based on the latest national and international model building codes; and

WHEREAS, the California Building Standards Code became effective and applicable to any building or structure for which application for a building permit is made on or after January 1, 2014; and

WHEREAS, Section 18938 et seq. of the California Health and Safety Code specifies that the California Building Standards Code applies to all occupancies throughout the State; and

WHEREAS, Section 19758 of the Health and Safety Code mandates that the City of Pico Rivera adopt ordinances and regulations imposing the same requirements as are

Discussion:

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California Government Code Section 38660 empowers the legislative body of a city to regulate building construction, and Section 50020 through 50022.7 provides for adoption of the codes by reference.

If no action is taken by the City Council, the new California Codes will become effective January 1, 2014 as published by the State. By adopting the codes prior to January 1, 2014, the City Council can amend the State model building standard codes to better accommodate local conditions if specific findings are made justifying the changes. To further protect the public health, welfare and safety specific to Pico Rivera residents, staff recommends maintaining the same basic modifications to the Codes that were made during the last Code cycle three years ago.

Two examples of how the Codes were amended from the State's model building standard codes are as follows:

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The changes will not impose a major new financial burden to development in the City and have been implemented in many cities throughout California.



Ronald Bates

RB:BM:ED:ll

Attachments: 1.) Ordinance, 2.) Resolution

contained in the regulations adopted by the State pursuant to the Health and Safety Code Section 17922; and

WHEREAS, Section 50022.1 et seq. of the California Government Code provides local agencies may enact ordinances which adopt codes by reference, in whole or part.

WHEREAS, the City hereby desires to incorporate the California Building Standards Code into the Pico Rivera Municipal Code by formally adopting, by reference, the published 2013 California Building Standards Code; and

WHEREAS, the State of California allows local jurisdictions to adopt the provisions of the California Building Standards codes with local amendments in accordance with Health and Safety Code Sections 17922, 17958, 17958.5, 17958.7 and 18941.5(b) where necessary to reasonably address adverse local conditions and protect the health wealth and safety of citizens of Pico Rivera because of local climate, geology and/or topography.

NOW, THEREFORE, the City Council of Pico Rivera does ordain as follows:

SECTION 1. The Table of Contents of Title 15 of the Pico Rivera Municipal Code is hereby amended to read as follows:

**TITLE 15
BUILDINGS AND CONSTRUCTION**

Chapters:

- 15.04 Technical Building Codes**
- 15.08 Building Code**
- 15.10 Residential Code**
- 15.12 Housing Code**
- 15.16 Abatement of Dangerous Building Code**
- 15.20 Sign Code**
- 15.24 Mechanical Code**
- 15.28 Electrical Code**
- 15.32 Plumbing Code**
- 15.34 Green Building Standards Code**
- 15.35 Energy Code**
- 15.36 Solar Energy Code**
- 15.37 Historical Building Code**
- 15.38 Existing Building Code**
- 15.40 Undergrounding of Utilities**

15.42 Referenced Standards Code

15.44 Fire Code

15.48 Standard Specifications for Public Works Construction

15.50 Floodplain Management

SECTION 2. Chapter 15.04 of Title 15 of the Pico Rivera Municipal Code is hereby repealed in its entirety, and a new Chapter 15.04 of Title 15 is hereby added in place thereof to read as follows:

Chapter 15.04 TECHNICAL BUILDING CODES

15.04.010 Adoption of specific codes--Copies on file.

15.04.020 Definition of terms.

15.04.030 Resolution of conflicts in application.

15.04.010 Adoption of Specific Codes – Copies on file.

A. For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures, the following construction codes subject to the modifications set forth in this Chapter, are hereby adopted: the **California Building Code 2013 Edition**, including Appendix I, based on the 2012 International Building Code as published by the International Code Council; the **California Residential Code, 2013 Edition**, based on the 2012 International Residential Code as published by the International Code Council; the **California Green Building Standards Code, 2013 Edition**; the **California Plumbing Code, 2013 Edition**, based on the 2012 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials; the **California Mechanical Code, 2013 Edition**, based on the 2012 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials; the **California Electrical Code, 2013 Edition**, based on the 2011 National Electrical Code as published by the National Fire Protection Association; the **2013 California Historical Building Code**, as published and adopted by the Building Standards Commission; the **2013 California Existing Building Code** as published and adopted by the Building Standards Commission, the **2013 California Energy Code**, as published and adopted by the Building Standards Commission; the **2013 California Referenced Standards Code** as published and adopted by the Building Standards Commission; the **Uniform Code For The Abatement of Dangerous Buildings**, 1997 Edition, as published by the International Code Council; **2013 Edition of the California Fire Code**, including Chapters 1 through 49 and Appendix B, BB, C, CC and H, as published and adopted by the Building Standards Commission. The provisions of these Construction Codes as amended by this chapter shall constitute the Building Regulations of the City of Pico Rivera. Where the California Code of Regulations and State Building Standards Code of Regulations differ from any sections of the Construction Codes, State regulations shall prevail over the Construction Codes including all

indices and amendments, and which on November 12th , 2013, were made public records of the city by Resolution # _____, and Ordinance No. __, are hereby adopted and made a part of this chapter as if fully set out herein, as Chapters 15.04, 15.08, 15.10, 15.12, 15.14, 15.16, 15.20, 15.24, 15.28, 15.32, 15.34, 15.35, 15.36, 15.37, 15.38, 15.40, 15.42, 15.44, 15.48 and 15.50 of Title 15 of this code.

B. At least one copy of; the California Building Code 2013 Edition, including Appendix I; the California Residential Code, 2013 Edition; the California Green Building Standards Code, 2013 Edition; the California Plumbing Code, 2013 Edition, the California Mechanical Code, 2013 Edition; the California Electrical Code, 2013 Edition, the 2013 California Historical Building Code, the 2013 California Existing Building Code; the 2013 California Energy Code, the 2013 California Referenced Standards Code; the Uniform Code For The Abatement of Dangerous Buildings; the 2013 Edition of the California Fire Code including Chapters 1 through 49 and Appendix B, BB, C, CC and H shall be kept on file in the office of the Building Official pursuant to Health and Safety Code Section 18942 (d) (1) and are made available for public inspection.

15.04.020 Definition of terms.

Whenever any of the following names or terms are used in the California Building Code 2013 Edition, including Appendix I, based on the 2012 International Building Code as published by the International Code Council; the California Residential Code, 2013 Edition, based on the 2012 International Residential Code as published by the International Code Council; the California Green Building Standards Code, 2013 Edition; the California Plumbing Code, 2013 Edition, based on the 2012 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials; the California Mechanical Code, 2013 Edition, based on the 2012 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials; the California Electrical Code, 2013 Edition, based on the 2011 National Electrical Code as published by the National Fire Protection Association; the 2013 California Historical Building Code, as published and adopted by the Building Standards Commission; the 2013 California Existing Building Code as published and adopted by the Building Standards Commission, the 2013 California Energy Code, as published and adopted by the Building Standards Commission; the 2013 California Referenced Standards Code as published and adopted by the Building Standards Commission; the Uniform Code For The Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council; 2013 Edition of the California Fire Code, including Chapters 1 through 49 and Appendix B, BB, C, CC and H, as published and adopted by the Building Standards Commission including all indices and amendments, or in the Pico Rivera Municipal Code, such names or terms shall be deemed and constructed to have the name ascribed to it in this section, as follows:

A. "Building Division" means the Community Development Department, Building Division of the City of Pico Rivera;

B. "Building Official" means the Person serving in the position of Building Official within the

Community Development Department of the City of Pico Rivera or his or her designee:
C. "Health Office" means the Los Angeles County Department of Health Services.

15.04.030 Resolution of conflicts in application.

In the event of any conflict or ambiguity between any provision contained in the California Codes and any amendment thereto or addition thereto contained in this title, the amendment or addition thereto shall control.

SECTION 3. The table of contents of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.08 BUILDING CODE

- 15.08.010 Documents--Adopted by reference.
- 15.08.020 Chapter 1— General code Administrative provisions.
- 15.08.030 Section 312.1 amended—Swimming pools.
- 15.08.040 Sections 311.4 and 312.2 added—Garage surfaces.
- 15.08.050 Section 312.3 added—Barbed wire and other fences.
- 15.08.060 Sections 403.10.2 and 403.11.2 amended—Smokeproof enclosures.
- 15.08.070 Section 412.7 412.5.1 amended—Emergency helicopter landing facilities.
- 15.08.080 Sections 504.2, 506.3 and 506.4.1 amended—Heights and areas.
- 15.08.090 Section 717.3.2 amended—Fire stopping.
- 15.08.100 Section 717.3.3 amended--Draftstopping.
- 15.08.110 Section 717.4.3 amended--Draftstopping.
- 15.08.120 Table 1505.1 amended—Roof coverings.
- 15.08.130 Section 1505.1.3 amended—Roof coverings.
- 15.08.140 Section 1613.7 added—Building seismic separation.
- 15.08.150 Sections 1614, 1614.1 and 1614.1.1 added—Seismic base shear.
- 15.08.160 Sections 1908.1.17, 1908.1.17.1 and 1908.1.17.2 added—Out of plane bending.
- 15.08.170 Section 3109.1 amended—Public bodies of water exemption.
- 15.08.180 Section 3109.4.1.10 added—Prohibited activity.
- 15.08.190 Section 3109.4.4.1 amended—Private pool definition.
- 15.08.200 Section 3109..4.4.2 amended—Pool enclosures.

15.08.210 Section 3109.6 added—Pool lighting restriction.

15.08.220 Chapter 36 added—Construction and maintenance of parking areas.

15.08.230 Chapter 37 added—Relocation of buildings.

15.08.240 Chapter 38 added—Grading and excavation.

15.08.250 Appendix I, Section 1101.1 amended—Patio enclosures.

SECTION 4. Section .010 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.010 Documents—Adopted by reference.

A. The city council of the city of Pico Rivera hereby adopts the ~~2010~~ 2013 Edition of the California Building Code including Appendix I, based on the ~~2009~~ 2013 Edition of the International Building Code, as published by the International Code Council, as Chapter 15.08 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of these codes is to prescribe regulations for the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

State law references: Authority to regulate construction, Government Code Section 38660; California Building Standards Law, Government Code Section 18901 et seq.

SECTION 5. Section .020 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.020 Chapter 1—General code provisions.

Chapter 1, Volume 1 of the ~~2010~~ 2013 California Building Code is hereby deleted and a new Chapter 1, Administration is added to read as follows:

Section 101 General

Section 102 Applicability

Section 103 Building division

Section 104 Duties and powers of building official

Section 105 Permits

Section 106 Construction documents

Section 107 Temporary structures and uses

Section 108 Permit fees

Section 109 Inspections

Section 110 Certificate of occupancy

Section 111 Service utilities

Section 112 Board of appeals

Section 113 Violations and penalties

Section 114 Stop work

Section 115 Unsafe structures and equipment

Section 116 Construction toilets

Section 117 Safety Assessment Placards

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the California Building Codes of the State of California, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, used and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of the California Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the California Plumbing Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.3 Mechanical. The provisions of the California Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and for appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.4 Plumbing. The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the California Plumbing Code shall apply to private sewage disposal systems.

101.4.5 Property maintenance. The provisions of the Uniform Housing Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.6 Fire prevention. The provisions of the California Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.7 Energy. The provisions of the California Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

SECTION 102 APPLICABILITY

102.1 General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the California Building Code, California Housing Code or the California Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

SECTION 103 BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created and the official in charge thereof shall be known as the building official or a duly authorized representative.

103.2 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official

is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry. The building official shall obtain an inspection warrant and may be accompanied by a sheriff.

104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material,

method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

104.11.1 Evaluation reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid evaluation reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

SECTION 105 PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Exception: Electrical maintenance permits may be obtained on an annual basis subject to compliance with the following:

1. Any person, firm or corporation regularly employing one or more qualified maintenance electricians and possessing a valid annual electrical maintenance permit for the installation, alteration and maintenance of electrical equipment in or on buildings or premises owned or occupied by the permittee, may make application and obtain an annual maintenance permit. The application for this permit shall be made in writing to the Building Official and shall contain a description of the premises on which the work is to be done under the permit. Work authorized by an electrical maintenance permit shall be limited to installations, alterations, extensions and maintenance in or on existing buildings.

2. Within not more than fifteen (15) days following the end of each calendar month, the person, firm or corporation to which an annual permit is issued shall transmit to the Building Official a monthly report of all electrical work which was done for the preceding month and shall obtain a permit for all such work and pay the fees in accordance with the fee schedule adopted by the City Council resolution except the charge for issuance of the permit.

3. The person, firm or corporation to whom an annual maintenance permit is issued shall keep a record of all electrical equipment installed under said permit and the Building Official shall have access to such records.

4. A permit granted to one person, firm or corporation shall not authorize any other person, firm or corporation, except an employee of the permittee, to do any electric wiring.

5. A fee shall be paid to the Building Official in accordance with the fee schedule adopted by City Council resolution, for each annual maintenance electrical permit at the time such permit is issued. Fees for all the work installed under such permit shall be paid at the time of submitting the monthly report.

Every person applying for qualification as maintenance electrician shall pay the Building Official in accordance with the fee schedule adopted by City Council resolution, for examination and qualification, and successfully pass an examination by the Building Official, relative to electrical work. In lieu of examination, possession of a State Electrical Contractor's License or proof of qualification by another governmental jurisdiction acceptable to the Building Official may be considered as meeting the requirements of this Section. Waiver of examination shall not be considered a waiver of any fee required by this Section. Each annual maintenance electrician permit shall expire on December 31st of each year and shall be renewed within thirty (30) days thereafter upon payment of an annual renewal fee in accordance with the fee schedule adopted by City Council resolution.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Unless otherwise exempted by this Code, separate plumbing, electrical and mechanical permits will be required for the above exempted items.

Building Permits shall not be required for the following:

Building:

1. Wooden or chain link fences not over 6 feet high and masonry garden walls less than 3 feet high. (Planning approval is required)
2. Oil derricks.
3. Painting, papering and similar finish work.
4. Temporary motion picture, television and theater stage sets and scenery. (Other Dept. approvals are required, including a temporary use permit)
5. Prefabricated metal storage sheds 120 sq. ft. or less used in conjunction with detached single family uses for storage of garden type equipment. (Complying with zoning consistency review and fee)
6. Treehouses, swings and other playground equipment accessory to detached one-and two-family dwellings.

Electrical:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with the new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

105.2.2 Repairs. Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 106.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the building official.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore.

No building permit or other similar applicable permit bearing on property development or use including additions, modifications, revisions or parking lots shall be issued unless and until the Public Works Director, Zoning Administrator or their designated representatives have reviewed and found same to be in compliance with all applicable Code provisions and/or entitlements.

If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, and the approval as to compliance with all applicable Code provisions and/or entitlements has been secured from the Public Works Director and the Zoning Administrator or their designated representative, the building official shall issue a permit therefore as soon as practicable.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The

building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

105.5 Expiration. Whenever the Building Official determines by inspection that work on any building or structure for which a permit has been issued and the work started thereon has been suspended for a period of 180 days or more, the owner of the property upon which such structure is located or other person or agent in control of said property upon receipt of notice in writing from the Building Division to do so shall within ninety ~~(90)~~ (10) days from the date of such written notice obtain a new permit to complete the required work and diligently pursue the work to completion or shall remove or demolish the buildings or structure within one hundred twenty (120) days from date of the written notice. Should a new permit wish to be obtained after a permit has expired, full fees would be required.

105.6 Liens to be discharge. No permit shall be issued to any person or corporation under the provisions of this Chapter in respect to any property where the cost of any building repair or abatement has been confirmed by the Board of Appeals and a lien therefore has been recorded unless and until the amount of said lien with interest, has been paid in full.

105.7 Surrender of permit. If no portion of the work or construction covered by a permit issued by the Building Official under the provisions of this Code has been commenced, the person to whom such permit has been issued may deliver such permit to the Building Official with a request that such permit be canceled. The Building Official shall thereupon stamp, or write on the face of such permit the words, "Canceled at the request of the Permittee." Thereupon such permit shall be null and void and of no effect.

105.8 Suspension or revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

105.9 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

SECTION 106 CONSTRUCTION DOCUMENTS

106.1 Submittal documents. Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code. Homeowners may be allowed to draw their own minor alteration/addition plans based on their knowledge and abilities at the discretion of the building official.

106.1.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

106.1.1.1 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

106.1.2 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

106.1.3 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

106.2 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction, as well as any known easements on the site, and existing distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

106.3 Examination of documents. The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

106.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance," One set of construction documents so reviewed shall be retained by the

building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

106.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

106.3.4 Design professional in responsible charge.

106.3.4.1 General. When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Where structural observation is required by Section, 1710A the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also duties specified in Section 1704).

106.3.4.2 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal

items shall not be installed until the design and submittal documents have been approved by the building official.

106.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

106.5 Number of construction documents. One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

SECTION 107 TEMPORARY STRUCTURES AND USES

107.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

107.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

107.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the California Electrical Code.

107.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 108 PERMIT FEES

108.1 General. A fee for each required permit shall be assessed in accordance with the fee schedule adopted by City Council resolution.

108.2. Plan review fees and expiration. When the valuation of the proposed construction exceeds \$500.00 and a plan is ready to be submitted by Subsection 105.3, a plan-checking fee, in an amount set by City Council resolution shall be paid to the City at the time of submitting plans and specifications for checking. When submittal documents are incomplete or changes so as to require additional plan review or when the project involves deferred submittal items, an additional fee shall be assessed in accordance with the fee schedule adopted by City Council resolution.

108.3. Work without permits—investigation fee. An investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. This fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. The

payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalties prescribed by law.

For the purpose of this Section a sanitary plumbing outlet on or to which a plumbing fixture or appliance may be set or attached shall be construed to be a fixture. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be based on the number of plumbing fixtures, gas systems, water heater, etc., involved.

When interceptor traps or house trailer site traps are installed at the same time as a building sewer on any lot, no sewer permit shall be required for the connection of any such trap to any appropriate inlet fitting provided in the building sewer by the permittee constructing such sewer.

When a permit has been obtained to connect to existing buildings or existing work to the public sewer or to connect to a new private disposal facility, backfilling or private sewage disposal facilities abandoned consequent to such connection is included in the building sewer permit.

108.4. Refunds. Refunds shall be paid in accordance with the refund schedule adopted by City Council resolution.

108.5. Certificate of occupancy fee. A fee for each Certificate of Occupancy or Temporary Certificate of Occupancy shall be assessed in accordance with the fee schedule adopted by City Council Resolution.

SECTION 109 INSPECTIONS

109.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

109.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

109.3 Required inspections. The building official, upon notification, shall make the inspections set forth in Sections 109.3.1 through 109.3.10.

109.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

109.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

109.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 shall be submitted to the building official.

109.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

109.3.5 Lath and gypsum board inspection. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

109.3.6 Fire-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

109.3.7 Energy efficiency inspections. Inspections shall be made to determine compliance with the California Energy Code and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

109.3.8 Other inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

109.3.9 Special inspections. For special inspections, see Section 1704.

109.3.10 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

109.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

109.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

109.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or

her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

SECTION 110 CERTIFICATE OF OCCUPANCY

110.1 Use and occupancy. No building or structure shall be used or occupied and no change in the existing occupancy classification or change of business ownership or ownership of a building or structure or portion thereof shall be made or until the building official has inspected and issued a certificate of occupancy therefore as provided herein.

Exception No. 1: Group R, Division 3 and Group U Occupancies.

Exception No. 2: Commercial Office Space sublet within an existing office space, approved by a Certificate of Occupancy is exempt from building inspection.

Issuance of a certificate of occupancy shall not be construed as an approval or a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

110.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the city, and all work has been completed if a permit was issued, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

110.3 Temporary occupancy. The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

In the event the building is not completed and ready for final inspection in the time prescribed by the Building Official, the building shall be vacated and the utilities disconnected until such time as the building is completed and final inspection is made and a Certificate of Occupancy is issued.

110.4 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 111 SERVICE UTILITIES

111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

There shall be no clearance for connection of gas or electrical utilities until final building, electrical, plumbing and mechanical inspections have been made and approval has been first obtained from the Building Official, except as provided for in Subsection 110.3 for a temporary Certificate of Occupancy.

111.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

111.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 112 BOARD OF APPEALS

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

112.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

112.4 Applications, fees and findings. Any person appealing the decision of the Building Official shall file with the Building Official a written application accompanied by a filing fee in accordance with the fee schedule adopted by City Council Resolution at any time not more than 20 days after the decision of the Building Official.

The application shall set forth and include any information as the Building Official may require.

Upon the filing of a verified application, the Building Official shall transmit said application forthwith to the Board of Appeals, and such board shall investigate, examine, review, hear testimony, from and on behalf of the applicant, and shall render ~~his~~ their findings and decisions on the matter in writing to the applicant with a duplicate copy to the Building Official within 20 days after the conclusion of its proceedings, the Building Official shall make all findings and decisions freely accessible to the public.

SECTION 113 VIOLATIONS AND PENALTIES.

It shall be unlawful for any person, firm, corporation or any other legal entity to erect, construct, enlarge, alter, repair, move, improve, remove, relocate, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

A violation of any provision of this code, or of any permit, approved plans and specifications, or any amendment thereto, is a misdemeanor and is punishable by a fine of not to exceed \$1,000 or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each separate day or any portion thereof, during which any violation of the code occurs or continues, constitutes a new and additional separate offense.

The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be permit for, or an approval of any violation of any of the provisions of this Code. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use which it authorizes is lawful. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 114 STOP WORK ORDER

114.1 Authority. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

114.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

114.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 115 UNSAFE STRUCTURES AND EQUIPMENT

115.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

115.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

115.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

115.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

115.5 Restoration. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 and Chapter 34.

SECTION 116 CONSTRUCTION TOILETS

116.1. Temporary construction toilets. No person shall commence or proceed with the erection, construction, alteration, repair, raising, adding to, removal or demolition of any building or structure, unless adequate, suitable, sanitary toilet facilities under the control of such person are provided for the use of any person employed or working upon such building or structure. Such toilet facilities shall be located upon or within a reasonable distance of the lot, premises or site upon which such work is being done. In no case shall the line of travel to any toilet facility exceed three hundred feet (300').

116.2. Toilet standards. Every toilet shall be of the water flush type and connected to a public sewer. All toilet structures shall be completely enclosed on four sides and the top and the door shall be self closing; the toilet floor shall be smooth, and screened ventilation shall be provided in toilet compartment. In lieu of flush water closets, approved chemical toilets may be provided.

(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 117 SAFETY ASSESSMENT PLACARDS

Sections:

117.1 Intent

117.2 Application of Provisions

117.3 Definitions

117.4 Placards

117.1 Intent. This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

117.2 Application of Provisions.

(a) The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Pico Rivera. The Building Official may extend the provisions as necessary.

117.3 Definitions.

(a) **Safety assessment** is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

117.4 Placards.

(a) The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are attached.

(1) **INSPECTED - Lawful Occupancy Permitted** is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.

(2) **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

(3) **UNSAFE - Do Not Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

(b) This ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.

(c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 6. Section .030 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.030 Section 312.1 amended -- Swimming pools.

Section 312.1 of Volume 1 of the ~~2010~~ 2013 California Building Code is amended to add “swimming pools” to the list of Group U occupancies such that the section reads as follows:

312.1 General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:

Agricultural buildings

Aircraft hangars, accessory to a one- or two-family residence (see Section 412.5 of the California Building Code)

Barns

Carports

Fences more than 6 feet (1,829 mm) high

Grain silos, accessory to a residential occupancy

Greenhouses

Livestock shelters

Private garages

Retaining walls

Sheds

Stables

Tanks

Towers

Swimming pools

(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 7. The title of Section .040 of Chapter 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.040 Sections 311.4 and 312.2 added—Garage surfaces.

SECTION 8. The title of Section .050 of Chapter 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.050 Section 312.3 added—Barbed wire and other fences.

SECTION 9. Section .060 of Chapter 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.060 Sections 403.10.2 and 403.11.2 amended—Smokeproof enclosures.

Sections 403.4.7 and 403.4.8 of Volume 1 of the ~~2010~~ 2013 California Building Code are modified by moving No. 2, ~~Electrically powered fire pumps~~ Ventilation and automatic fire detection equipment for smokeproof enclosures, from Section 403.4.7 403.10.2 Standby Power

Loads and placing it in Section 403.4.8 Emergency Power Loads. The revised sections are to read as follows:

403.4.7 403.10.2 Standby power loads. The following are classified as standby power loads:

1. Power and lighting for the fire command center required by Section 403.4.5;
2. Standby power shall be provided for elevators in accordance with Sections 1007.4 and 3003 3007 and 3008.

403.4.8 403.11.1 Emergency power loads. The following are classified as emergency power loads:

1. Exit signs and means of egress illumination required by Chapter 10;
2. Elevator car lighting;
3. Emergency voice/alarm communications systems;
4. Automatic fire detection systems;
5. Fire alarm systems;
6. Electrically powered fire pumps; and
7. Ventilation and automatic fire detection equipment for smokeproof enclosures.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 10. Section .070 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.070 Section 412.7 412.5.1 amended—Emergency helicopter landing facilities.

Section 412.7 of Volume 1 of the ~~2010~~ 2013 California Building Code is amended by adding a definition for emergency helicopter landing facilities on high-rises which will reference applicable fire code provisions and is to read as follows:

EMERGENCY HELICOPTER LANDING FACILITY (EHLF). A landing area on the roof of a high-rise building that is not intended to function as a helicopter or helistop but is capable of accommodating fire or medical helicopters engaged in emergency operations, in accordance with California Fire Code Section 1107. Federal Aviation Administration (FAA) approval is not required for an EHLF.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 11. Section .080 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.080 Sections 504.2, 506.3 and 506.4.1 amended—Heights and areas.

Sections 504.2, 506.3 and 506.4.1 of Volume 1 of the ~~2010~~ 2013 California Building Code are deleted in their entirety and replaced to read as follows:

504.2 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6,096 mm) and the maximum number of stories is increased by one. These increases are permitted in addition to the area increase in accordance with Section 506.2.

Exceptions:

1. Fire areas with an occupancy in Group I-2 of Type IIB, III, IV and V construction.
2. Fire areas with an occupancy in Group H-1, H-2, H-3 or H-5.
3. Fire resistance rating substitution in accordance with Table 601, Note e.
4. Fire areas with an occupancy in Group L.
5. Fire areas with an occupancy in Licensed Group I-1 and R-4.

These increases are not permitted in addition to the area increase in accordance with 506.3.

For Group R-2 buildings of Type VA construction equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the value specified in Table 503 for maximum height is increased by 20 feet (6,096 mm) and the maximum number of stories is increased by one, but shall not exceed 60 feet (18,288 mm) or four stories, respectively, these increases are permitted in addition to the area increase in accordance with Section 506.3.

506.3 Automatic sprinkler system increase. Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the area limitation in Table 503 is permitted to be increased by an additional 200 percent ($I_s=2$) for buildings with more than one story above grade plane and an additional 300 percent ($I_s=3$) for buildings with no more than one story above grade plane.

Exception: The area limitation increases shall not be permitted for the following conditions:

1. The automatic sprinkler system increase shall not apply to buildings with an occupancy in Use Group H-1.
2. The automatic sprinkler system increase shall not apply to the floor ~~are~~area of an occupancy in use Group H-2 or H-3. For mixed use buildings containing such occupancies, the allowable area shall be calculated in accordance with Section 508.4.2, with the sprinkler increase applicable only to the portions of the building not classified as Use Group H-2 or H-3.
3. Fire-resistance rating substitution in accordance with Table 601, note e.

4. The automatic sprinkler system increase shall not apply to Group L occupancies.

These increases are not permitted in addition to the area increase in accordance with 504.2. For Group R-2 buildings of Type VA construction equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, these increases are permitted in addition to the height increase in accordance with Section 504.2.

506.4 Area determination. The maximum area of a building with more than one story above grade plane shall be determined by multiplying the allowable area of the first story (A_a), as determined in Section 506.1, by the number of stories above grade plane as listed below:

1. For buildings with two or more stories above plane, multiply by (2);
2. No story shall exceed the allowable area per story (A_a), as determined in Section 506.1, for the occupancies on the story.

Exception: Unlimited area buildings in accordance with Section 507.

506.4.1 Mixed occupancies. In buildings with mixed occupancies, the allowable area per story (A_a) shall be based on the most restrictive provisions for each occupancy when the mixed occupancies are treated according to Section 508.3.2. When the occupancies are treated according to Section 508.3.3 as separated occupancies, the maximum total building area shall be such that the sum of the ratios for each such area on all floors as calculated according to Section 508.4.2 shall comply with the following:

1. The sum shall not exceed 2 for two-story buildings or higher.

(Ord. 1065 § 4, 2010; 1039 (part), 2008)

SECTION 12. Section .090 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.090 Section 717.3.2 amended—Fire stopping.

Section 717.3.2 of Volume 1 of the ~~2010~~ 2013 California Building Code is amended by deletion of Exceptions 1 and 2. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 13. Section .100 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.100 Section 717.3.3 amended--Draftstopping.

Section 717.3.3 of Volume 1 of the ~~2010~~ 2013 California Building Code is amended by deletion of Exceptions 1 and 2, add a new exception to read as follows:

Exception: Where an automatic sprinkler system in accordance with Section 903.3.1.1 is installed, the area between draft stops may be 3,000 square feet (279 m²) and the greatest horizontal dimension may be 100 feet (30,480 mm).

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 14. Section .110 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.110 Section 717.4.3 amended-Draftstopping.

Section 717.4.3 of Volume 1 of the ~~2010~~ 2013 California Building Code is amended by deletion of Exceptions 1 and 2, add a new exception to read as follows:

Exception: Where an automatic sprinkler system in accordance with Section 903.3.1.1 is installed, the area between draft stops may be 9,000 square feet (836 m²) and the greatest horizontal dimension may be 100 feet (30,480 mm).

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 15. Section .120 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.120 Table 1505.1 amended—Roof coverings.

Table 1505.1 of Volume 1 of the ~~2010~~ 2013 California Building Code is hereby amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

**TABLE 1505.1
MINIMUM ROOF COVERING
CLASSIFICATIONS
TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A*	A*

*Unless approved by the building official where class B roofing is allowed.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 16. Section .130 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.130 Section 1505.1.3 amended—Roof coverings.

Section 1505.1.3 of Volume 1 of the ~~2010~~ 2013 California Building Code is hereby amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A. Unless approved by the building official.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 17. Section .140 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.140 Section 1613.7 added—Building seismic separation.

Section 1613.7 of Volume 2 of the ~~2010~~ 2013 California Building Code is added to Chapter 16 of the ~~2010~~ 2013 California Building Code to read as follows:

1613.7 Minimum Distance for Building Separation. All structures shall be separated from adjoining structures. Separations shall allow for the maximum inelastic response displacement (Δ_M). Δ_M shall be determined at critical locations with consideration for both translational and torsional displacements of the structure as follows:

$$\Delta_M = \frac{C_d \delta_{max}}{I} \quad \text{(Equation 16-45)}$$

where Δ_{max} is the calculated maximum displacement at Level x, and may be taken as 1.2 times the average of the displacement at the extreme points of the structure at level x.

Adjacent buildings on the same property shall be separated by at least a distance Δ_{MT} , where

$$\Delta_{MT} = \sqrt{(\Delta_{M1})^2 + (\Delta_{M2})^2} \quad \text{(Equation 16-46)}$$

and Δ_{M1} and Δ_{M2} are the maximum inelastic response displacements of the adjacent buildings.

Where a structure adjoins a property line not common to a public way, the structure shall also be set back from the property line by at least the displacement, Δ_M , of that structure.

Exception: Smaller separations or property line setbacks shall be permitted when justified by rational analyses.

References:

1. IBC 2000 Section 1620.3.6, Building Separations; IBC 2003 Section 1620.4.5, Building Separations;
2. "Recommended Lateral Force Requirements and Commentary,—Section C108.2.11, Building Separations," Structural Engineers Association of California, Sacramento, CA, 1999 Edition;
3. CBC 2002 (UBC 1997) Section 1630.9.2, Determination of Δ_M ; Section 1630.10.1, General; and Section 1633.2.11, Building Separations.
4. Los Angeles Regional Uniform Code Program item 16-01.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 18. Section .150 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.150 Sections 1614, 1614.1 and 1614.1.1 added—Seismic base shear.

Adopt the minimum seismic base shear provisions of ASCE 7-02 in place of the ASCE 7-05 provisions by adding Sections 1614, 1614.1 and 1614.1.1 to Chapter 16 of Volume 2 of the ~~2010~~ 2013 California Building Code to read as follows:

Section 1614

Modifications to ASCE 7

614.1 General. The text of ASCE 7 shall be modified as indicated in this Section.

1614.1.1 ASCE 7, Section 12.8.1.1. Modify ASCE 7 Section 12.8.1.1 by amending Equation 12.8-5 as follows:

$$C_s = 0.01 \text{ to } 0.044 S_{Ds} I \quad (\text{Eq. 12.8-5})$$

Section 1614A.1.8 is hereby added by adopting Section 1614A.1.8 modifying ASCE 7 Equation 12.8-16 as adopted by OSHPD and DSA and as already provided in Chapter 16-A of the C.B.C.

Section 1614A.1.12 is hereby added by adopting Section 1614A.1.12 modifying ASCE 7 Section 13.5.6.2 to add seismic design requirements for suspended ceilings as adopted by DSA and as already provided in Chapter 16-A of the CBC.

(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 19. Section .160 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.160 Sections 1908.1.17, 1908.1.17.1 and 1908.1.17.2 added—Out of plane bending.

Sections 1908.17, 1908.17.1 and 1908.17.2 are added to Chapter 19 of Volume 2 of the 2010 ~~2013~~ California Building Code to read as follows:

1908.1.17 ACI 318, Equation (14-7) of Section 14.8.3 and 14.8.4. Modify ACI 318, Sections 14.8.3 and 14.8.4 as follows:

1908.1.17.1 Modify equation (14-7) of ACI 318 Section 14.8.3 to read as follows:

I_{cr} shall be calculated by Equation (14-7), and M_a shall be obtained by iteration of deflections.

$$I_{cr} = \frac{E_s}{E_c} \left(4 + \frac{P_u h}{f_y M} \right) [d - e]^2 + \frac{l_c^3}{3} \quad (14-7)$$

and the value E_s/E_c shall not be taken less than 6.

1908.1.17.2. Modify ACI 318 Sec. 14.8.4 to read as follows:

14.8.4—Maximum out-of-plane deflection, Δ_s , due to service loads, including $P\Delta$ effects, shall not exceed $l_c/150$.

If M_a , maximum moment at mid-height of wall due to service lateral and eccentric loads, including $P\Delta$ effects, exceed $(2/3)M_{cr}$, Δ_s shall be calculated by Equation (14-8):

$$\Delta_s = \frac{2}{3} \Delta_{cr} + \frac{M_a - \frac{2}{3} M_{cr}}{M_a - \frac{2}{3} M_{cr}} \left(\Delta_s - \frac{2}{3} \Delta_{cr} \right) \quad (14-8)$$

If M_a does not exceed $(2/3)M_{cr}$, Δ_s shall be calculated by Equation (14-9):

$$\Delta_s = \left(\frac{M_a}{M_{cr}} \right) \Delta_{cr} \quad (14-9)$$

where:

$$\Delta_{\sigma} = \frac{5M_{\sigma}l_c^2}{48E_cI_{\sigma}}$$

$$\Delta_{\alpha} = \frac{5M_{\alpha}l_c^2}{48E_cI_{\alpha}}$$

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 20. Section .170 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.170 Section 3109.1 amended—Public bodies of water exemption.

Section 3109.1 of Volume 2 of the ~~2010~~ 2013 California Building Code is amended by adding an exception to read as follows:

Exception:

Exemption of public bodies of water. Where bodies of water are located on public land within the City of Pico Rivera, this section need not be complied with where it has been determined by the Building Official that dispensing with any or all of the provisions of this section will adequately protect the public health, safety and welfare. This section shall not apply to public bodies of water located on land owned, possessed or under control of the State, County, Municipal or other governmental entities or their lessees or assigns.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 21. Section .180 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.180 Section 3109.4.1.10 added—Prohibited activity.

Section 3109.4.1.10 of Volume 2 of the ~~2010~~ 2013 California Building Code is added to read as follows:

3109.4.1.10 Prohibited activity adjacent to pools regulated by this section. Every person in possession of land within the City of Pico Rivera, either as owner, purchaser under contract, or otherwise, fee holder, lessee, tenant, or licensee, adjacent to land coming within the definition of this section upon which there is located a swimming pool, shall not alter, change or increase the level of the underlying ground in possession of said person and adjacent to any fence

or structure required under this section so as to place the possessor of said land upon which exists a swimming pool, in violation of this section, without a permit to do so from the Building Official. Said permit shall be subject to provisions of this section.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 22. Section .190 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.190 Section 3109.4.4.1 amended—Private pool definition.

Section 3109.4.4.1 of Volume 2 of the ~~2010~~ 2013 California Building Code is amended by adding the following definition.

PRIVATE POOL, is any constructed pool or spa, permanent or portable, and over 18 inches deep, which is intended for non-commercial use as swimming pool by not more than three owner families and their guests.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 23. Section .200 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.200 Section 3109.4.4.2 amended—Pool enclosures.

Section 3109.4.4.2 of Volume 2 of the ~~2010~~ 2013 California Building Code is ~~modified by deleting the first paragraph in its entirety and a new paragraph is substituted to read as follows:~~ amended to clarify that pool barriers which are already in the Code are scoped so as to apply on all private swimming pools and is to read as follows:

~~3109.4.4.2 of Volume 2 of the 2010 California Building Code~~ is modified by deleting the first paragraph in its entirety and a new paragraph is substituted to read as follows:

3109.4.4.2 Construction permit; safety features required. Commencing January 1, 1998, except as provided in Section 3109.4.4.5, whenever a construction permit is issued for construction of a new private pool at a residence, it shall have an enclosure complying with 3109.4.4.3 and, it shall be equipped with at least one of the following safety features:

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 24. Section .210 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.210 Section 3109.6 added—Pool lighting restriction.

Section 3109.6 of Volume 2 of the ~~2010~~ 2013 California Building Code is added to read as follows:

3109.6 Lights. Any lights used to illuminate a swimming pool shall be so arranged and shaded as to reflect light away from any adjoining premises.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 25. Section .220 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.220 Chapter 36 added—Construction and maintenance of parking areas.

Add new Chapter 36 to Volume 2 of the ~~2010~~ 2013 California Building Code to read as follows:

CHAPTER 36

CONSTRUCTION AND MAINTENANCE OF PARKING AREAS

Section 3600

3601. General. The provisions of this Chapter shall apply to the construction and maintenance of all parking areas used or intended to be used for parking of vehicles whether required by Ordinance or not, and including driveways and access to such parking areas.

3602. Definitions. For the purposes of this Chapter, the following definitions apply unless a different meaning is expressly provided elsewhere in this Chapter.

3602.1. Bus is any self-propelled vehicle other than a motor truck or truck tractor, designed for carrying more than nine persons, including the driver, and used or maintained for the transportation of passengers.

3602.2. Motor truck is a self-propelled vehicle designed or maintained primarily for the transportation of property.

3602.3. Parking area is an area or space designed, used or intended to be used for the storage, parking, maintenance, service, driving, repair, display or operation of vehicles and includes areas used or intended to be used for driveway or access to such parking areas from the public right-of-way to such area, but does not include public roads, streets, highways and alleys. Parking area, as herein defined, includes within its definition those areas defined in Section

18.44 of Title 18 of the Pico Rivera Municipal Code pertaining to automobile storage areas and off-street parking spaces as well as the driveway thereof.

3602.4. Passenger vehicle is any self-propelled vehicle other than a motor truck or truck tractor, designed for carrying no more than nine persons including the driver, and used or maintained for the transportation of persons and shall include motor trucks with a gross vehicle rating less than 6,000 pounds.

3602.5. Truck tractor is a self propelled vehicle designed, used or maintained primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and loads so drawn.

3602.6. Vehicle is a device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

3603. Scope. No areas shall be used for the storage, parking, maintenance, service, driving, repair, display or operation of vehicles unless constructed and maintained in accordance with the terms and provisions of this chapter.

Exception: (1) That portion of any land coming within the definitions of parking area in use for such purposes on the effective date of the ordinance enacting this Chapter and which is paved and is being maintained in a safe manner so as not to become a nuisance, may continue in use without meeting the provisions of this Chapter, however, any extension, alteration or reconstruction of such areas in whole or in part shall be subject to the terms and provisions of this Chapter.

Exception: (2) The Public Works Director may authorize temporary parking areas to be used in connection with special events, new construction, or areas to be used for a limited period of time not exceeding six months where construction of permanent facilities in accordance with the standards of this Chapter would be impractical. The Public Works Director may impose requirements for dust control, temporary paving or such other requirements as may be necessary to accomplish the intent of this Chapter, as conditions pursuant to authorization.

3604. Permit required. No person, firm or corporation shall construct, reconstruct, alter, enlarge or pave any parking area without first obtaining a separate paving permit from the Public Works Director.

Exception: (1) No paving permit shall be required for any paving work within or under a building for which a valid building permit has been issued.

Exception: (2) No paving permit shall be required for paving work serving R-3 Occupancies where the areas to be paved do not exceed 1,000 square feet.

3605. Standards. Parking areas shall be constructed in accordance with the standards for public works contracts heretofore adopted by the City Council, and except as otherwise specifically provided in this Chapter. In the event any provision of this Chapter should be inconsistent in whole or in part with said public works standards, the provisions of this Chapter shall govern to that extent.

3606. Paving required.

3606.1. General. All parking areas shall be surfaced with materials approved by the Public Works Director so as to provide a permanent surface capable of withstanding the type of vehicular traffic to which such area is likely to be subjected.

3607. Covered parking areas. Parking areas within or under a building shall be paved with Portland cement concrete with a minimum compressive strength of 2,000 p.s.i. or approved equal.

3608. Open parking areas. Parking areas other than those within a building shall be paved as follows;

3608.1. Areas designed or used for display, operation or parking of motor vehicle shall be paved with Portland Cement concrete, asphaltic concrete or other approved permanent type of paving materials.

3608.2. Areas for parking or storage of vehicles other than motor vehicles and areas where hard-surfaced paving would pose a material hazard to prospective users may be surfaced with an approved less permanent type of surfacing, provided, however, that such surface shall be the equivalent of 1/4" pea gravel, not less than 2" in thickness. Base or subgrade slopes for temporary parking areas shall be the equivalent of 1/4" pea gravel, not less than 2" in thickness. Base or subgrade slopes for temporary parking areas shall be maintained at not less than 1% slope.

3609. Plans. Plans for parking areas shall be submitted to the Public Works Director for checking. Plans shall show sufficient information to enable the Public Works Director to determine their compliance with this Chapter.

Plans shall be drawn to scale and shall show existing and proposed elevations, materials of construction, details of drainage structures, method of disposal of surface water, drainage provisions for protection and drainage of adjoining properties including any necessary easements, quantities of cut or fill necessary to complete the work and any other information deemed necessary by the Public Works Director.

3610. Fees. Fees for paving permits shall be assessed in accordance with the fee schedule adopted by City Council resolution.

3611. Approvals required.

3611.1. No work shall be done on any parking area beyond the point authorized in each successive inspection without first obtaining the approval of the Public Works Director. Such approval shall be given only after an inspection shall have been made of each successive step in the construction as indicated by each of the inspections required by Subsection (b).

3611.2. The Public Works Director, upon notification from the permit holder or his agent; shall make the following inspections of parking areas and shall approve that portion of the construction as completed, or shall notify the permit holder or his agent wherein the same fails to comply with the law.

3611.2.1. Subgrade Inspection to be made when the site has been cleared and is prepared to receive fill material or aggregate base. When no fill operation is to be done, or the fill is minor in nature, subgrade inspection may be waived by the Public Works Director.

3611.2.2. Base Inspection to be made after base or subgrade has been brought to proper grade and alignment for placing of paving materials and after all required curbing and gutters are in place.

3611.2.3. Final Inspection to be made when parking area is complete.

3612. Testing. When there is insufficient evidence of compliance with the provisions of this Chapter or evidence that any material or any construction does not conform to the requirements of this Chapter or in order to substantiate claims for alternate materials or methods of construction, the Public Works Director may require tests as proof of compliance to be made at the expense of the owner of his agency by an approved agency.

3613. Thickness. Pavement thickness shall be determined by the type of traffic it is likely to be subject to and the type of soil at the site. Pavement shall have minimum thickness of three inches (3") for passenger vehicle parking areas and a minimum thickness of five inches (5") for motor truck, truck tractor or bus parking areas.

Exceptions: Thickness of asphalt concrete may be reduced to a minimum thickness of two inches (2") for passenger vehicle traffic and three inches (3") for motor truck, truck tractor, or bus traffic provided an approved aggregate base course is constructed under the asphalt pavement. The minimum thickness of such base course shall be four inches (4").

3614. Asphalt concrete pavement. Asphalt concrete pavement shall be of mix Type 1-C 40/50 as set forth in the Standard Specifications for Public Works Construction.

3615. Portland cement pavement. Portland Cement concrete used for curbs and gutters and for paving of parking areas outside of buildings shall have a minimum compressive strength of 2,000 psi.

3616. Preparation of surface to be paved.

3616.1. Preparation of surfaces to be paved shall be performed in accordance with the Standard Specifications for Public Works construction aforementioned.

3616.2. Soil sterilization shall be used in all areas to be paved with asphalt concrete. Sterilants shall be applied in accordance with manufacturer's recommendations.

3616.3. Prime Coating: when asphalt concrete pavement is to be placed without providing a base course an asphalt prime coat consisting of SC-70 liquid asphalt shall be applied at a rate of 0.10 and 0.25 gallons per square yard, in accordance with the aforementioned Standard Specifications for Public Works construction, prior to placing of pavement.

3617. Drainage. All paved areas shall be sloped to drain. Finished slopes of areas paved with asphalt concrete shall be not less than one percent (1%). Finish slope of areas paved with Portland Cement concrete shall be not less than one-half percent (1/2%). Where Portland Cement concrete gutters are installed to receive drainage from asphalt concrete paved areas, such gutters shall be not less than three feet (3') in width.

3618. Storm water disposal. Paved areas shall be designed to carry surface water to the nearest practical street, storm drain, or natural watercourse approved by the Public Works Director. Concentrated flows of water from parking areas shall not flow by gravity over any

public property, but shall be collected in an appropriate manner within the property confines and conducted under the sidewalk in a manner satisfactory to the Public Works Director.

3619. Maintenance. All parking areas shall be maintained in a safe and sanitary condition and shall be kept in good repair. Any alteration, enlargement, reconstruction, in whole or in part, other than normal maintenance repairs, shall be pursuant to permit and subject to the provisions of this Chapter. The provisions of Section 116 of the California Building Code-~~2010~~ 2013 Edition, as amended, shall apply to parking areas and for the purpose “Building” or “Structure” as used therein shall mean “Parking Area.”

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 26. Section .230 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.230 Chapter 37 added—Relocation of buildings.

Add new Chapter 37 to Volume 2 of the ~~2010~~ 2013 California Building Code to read as follows:

CHAPTER 37

RELOCATION OF BUILDINGS

Section 3700

3701. Scope. No person shall move or relocate any building or structure onto any premises until he first posts a surety bond and secures a building permit as hereinafter provided.

Exception. The provisions of this Chapter shall not apply to moving a contractor’s tool house, construction building or similar structure which is moved as construction requires, onto any premises.

3702. Waiver of bond or permit. Neither a bond nor a deposit need be posted nor made in any case where the Building Official finds that the only relocation involved is that of moving a building temporarily to the regularly occupied business premises of a house mover or that of moving a building to an adjacent property of the same owner or within the confines of a single parcel and that no such security is necessary in order to assure compliance with the requirements of this Chapter.

The Building Official may waive the requirement of bond or deposit when the owner of the property is a governmental agency.

3703. Application. Every application to the Building Official for a relocation building permit shall be in writing upon a form furnished by the Building Official and shall set forth such information as the Building Official may reasonably require in order to carry out the purpose of this Chapter.

3704. Investigation required. In order to determine any of the matters presented by the application, the Building Official may require plans, photographs or other substantiating data, and may cause to be made any investigation which he believes is necessary or helpful. After the investigation is completed, if the applicant fails to post the required bond and secure the relocation building permit within sixty (60) days, the application is null and void.

3705. Application fees. In addition to the building permit fee required, the applicant for a relocation building permit shall pay an application and investigation fee, in accordance with the fee schedule adopted by City Council resolution, to the Building Official for inspection of the building as its present location and investigation of the proposed site.

3706. Permit fees. Building permit fees for repairs or alterations to relocated buildings shall be assessed in accordance with the fee schedule adopted by City Council resolution. Valuation for relocated building shall be computed as being not less than seventy-five percent (75%) of the value for new work.

3707. Issuance of permit. If the condition of the building or structure in the judgment of the Building Official admits of practicable and effective repair, he may issue a relocation building permit to the owner of the property where the building or structure is to be relocated, upon conditions as hereinafter provided; otherwise the permit shall be denied.

3708. Condition of permit. The Building Official, in granting any relocation building permit, may impose thereon such terms and conditions as he may deem reasonable and proper. These terms may include, but are not limited to, the period of time required to complete all work; the requirements of changes, alterations, additions or repairs to be made to or upon the building or structure to the end that such building or structure will comply with all requirements of this Code and all other applicable laws and ordinances.

3709. Definitions. Approved surety is a surety company which (1) is authorized to do business in the State of California (2) has fulfilled all legal obligations pertaining to dealings involving the City of Pico Rivera Building Laws upon demand of the Building Official (3) has been approved by the Building Official as a qualified surety company.

3710. Bond required. The Building Official shall not issue a relocation building permit unless the owner first posts with the Building Official a bond executed by said owner, as principal, and by an approved surety company authorized to do business in this State, as surety, or deposits a cash bond as hereafter provided.

3711. Bond requirements. The surety bond required by this chapter shall:

- (a) Be in form joint and several.
- (b) Name the City of Pico Rivera as obligee.
- (c) Be in an amount equal to the estimated costs, plus 10% of the work required to be done in order to comply with all the conditions of the relocation building permit, such amount to be estimated by the Building Official, but in no case shall said bond be less than \$10,000.
- (d) State therein the legal description or address of the property upon which the building or structure is to be relocated.

3712. Bond conditions. The surety bond shall provide that:

1. All work required to be done pursuant to the conditions of the relocation building permit shall be performed and completed within the time period as set by the Building Official.

2. The time limit specified may be extended for good and sufficient cause after written request of the Principal and Surety, either before or after said time limit has expired. The Building Official shall notify the Principal and Surety in writing of such time extension and may extend the time limit without consent of the surety.

3. The term of such bond posted pursuant to this section shall begin upon the date of the posting thereof and shall end upon the completion to the satisfaction of the Building Official of the performance of all the terms and conditions of the relocation building permit.

4. The Building Official, the Surety or duly authorized representative of either shall have access to the premises described in the relocation building permit for the purpose of inspecting the progress of the work.

5. Upon default by the Principal, the Surety shall be required to perform all conditions set forth in the relocation permit and have the right of entry to the premises to perform such conditions.

6. In the event of any default in the performance of any term or conditions of the relocation building permit, the Surety or any person employed or engaged on its behalf, may go upon the premises to complete the required work to remove or demolish the building or structure, and clear, clean and restore the site.

7. The relocation building permit shall be null and void if the building or structure is not relocated to the proposed site within sixty (60) days after issuance of the permit.

3713. Notice of default. Whenever the Principal on the bond defaults in the performance of the conditions required by the relocation building permit, the Building Official shall give notice in writing to the Principal and the Surety on the bond.

3714. Details of notice. The Building Official in the notice of default shall state the conditions of the bond which have not been complied with and the period of time deemed by him to be reasonably necessary for the completion of such work.

3715. Surety requirements. After a receipt of a notice of default, the Surety, within the time therein specified shall cause the required work to be performed.

3716. Option of demolition. When any default has occurred on the part of the Principal under the provisions of this Chapter, the Surety, as its option, in lieu of completing the work required may remove or demolish the building or structure and clear, clean and restore the site.

3717. Default of cash bond. If a cash bond has been posted the Building Official shall give notice of default, as provided above, to the Principal and if compliance is not met within the time specified, the Building Official shall proceed without delay and without further notice or proceeding whatever, to use the cash deposit or any portion of said deposit to cause the required work to be done by contract or otherwise at his discretion. The balance, if any, of such cash deposit, upon the completion of the work, shall be returned to the depositor or to his successors or assigns after deducting the cost of the work plus 10 percent (10%) thereof.

3718. Return of cash bond. When a cash bond has been posted, and all requirements of relocation building permit have been completed, the Building Official shall return the cash to the depositor or to his successors or assigns except any portion thereof that may have been used or deducted as provided elsewhere in this Chapter.

3719. Right of entry penalties. The owner, his representatives, successor or assigns or any other person who interferes with or obstructs the ingress or egress to or from any such premises, of any authorized representative or agent of any surety of the City of Pico Rivera engaged in the work of completing, demolishing or removing any building or structure for which a relocation building permit has been issued, after a default has occurred in the performance of the terms or conditions thereof, is guilty of a misdemeanor.

3720. Denial or relocation permit. No permit shall be granted hereunder when it has been determined that to move or relocate said building, house, garage or structure would be detrimental to the public peace, health, safety and welfare in that the building is so constructed as to be in a dangerous condition or is infested with pests or is unsanitary or is not fit for human habitation or is so dilapidated, defective or unsightly or in such a condition that its location at the proposed site would cause appreciable harm to or be materially detrimental to the property or improvement within the immediate neighborhood.

(Ord. 1065 § 4, 2010;Ord. 1039 (part), 2008)

SECTION 27. Section .240 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.240 Chapter 38 added—Grading and excavation.

Add new Chapter 38 to Volume 2 of the ~~2010~~ 2013 California Building Code, Grading and Excavations, to read as follows:

CHAPTER 38

GRADING AND EXCAVATIONS

SECTION 3800

SECTION 3801. PURPOSE The purpose of this appendix is to safeguard life, limb, property and the public welfare by regulating grading on private property.

SECTION 3805. SCOPE This appendix sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction, including private streets and all utilities therein.

The standards listed below are recognized standards.

1. Testing.

1.1 ASTM D 1557, Moisture-density Relations of Soils and Soil Aggregate Mixtures

1.2 ASTM D 1556, In Place Density of Soils by the Sand Cone Method

1.3 ASTM D 2167, In Place Density of Soils by the Rubber Balloon Method

1.4 ASTM D 2937, In Place Density of Soils by the Drive Cylinder Method

1.5 ASTM D 2922 and D 3017, In Place Moisture Content and Density of Soils by Nuclear Methods

The following California section replaces the corresponding model code section for applications specified by law for the Department of Housing and Community Development and the Office of Statewide Health Planning and Development.

SECTION 3805a. SCOPE [For HCD 1, OSHPD 1&2] This chapter sets forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments, and provides for approval of plans and inspection of grading construction.

SECTION 3806. PERMITS REQUIRED

3806.1 Permits Required. Except as specified in Section 3806.2 of this section, no person shall do any grading without first having obtained a grading permit from the Public Works Director.

3806.2 Exempted Work. A grading permit is not required for the following:

1. When approved by the Public Works Director, grading in an isolated, self-contained area if there is no danger to private or public property.

2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524 mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or tunnels or utilities.

6. Mining, quarrying, excavating, processing or stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.

7. Exploratory excavations under the direction of soil engineers or engineering geologists.

8. An excavation that does not exceed 50 cubic yards (38.3 m³) on any one lot and does not obstruct a drainage course and (1) is less than 1 foot (305 mm) in depth or (2) does not create a cut slope greater than 3 feet (915 mm) in height and steeper than 1 unit vertical in 2 units horizontal (30% slope).

9. A fill less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in

depth, not intended to support structures, that does not exceed 50 cubic yards (38.3 m³) on any one lot and does not obstruct a drainage course.

Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of this jurisdiction.

SECTION 3807. HAZARDS

Whenever the Public Works Director determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Public Works Director, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

SECTION 3808. DEFINITIONS

For the purposes of this appendix, the definitions listed hereunder shall be construed as specified in this section.

APPROVAL shall mean that the proposed work or completed work conforms to this chapter in the opinion of the Public Works Director.

AS-GRADED is the extent of surface conditions on completion of grading.

BEDROCK is in-place solid rock.

BENCH is a relatively level step excavated into earth material on which fill is to be placed.

BORROW is earth material acquired from an off-site location for use in grading on a site.

CIVIL ENGINEER is a professional engineer registered in the state to practice in the field of civil works.

CIVIL ENGINEERING is the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works.

COMPACTION is the densification of a fill by mechanical means.

EARTH MATERIAL is any rock, natural soil or fill or any combination thereof.

ENGINEERING GEOLOGIST is a geologist experienced and knowledgeable in engineering geology.

ENGINEERING GEOLOGY is the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

EROSION is the wearing away of the ground surface as a result of the movement of wind, water or ice.

EXCAVATION is the mechanical removal of earth material.

FILL is a deposit of earth material placed by artificial means.

GEOTECHNICAL ENGINEER. See soils engineer.

GRADE is the vertical location of the ground surface.

Existing Grade is the grade prior to grading.

Finish Grade is the final grade of the site that conforms to the approved plan.

Rough Grade is the stage at which the grade approximately conforms to the approved plan.

GRADING is any excavating or filling or combination thereof.

KEY is a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

PROFESSIONAL INSPECTION is the inspection required by this code to be performed by the civil engineer, soils engineer or engineering geologist. Such inspections include that performed by persons supervised by such engineers or geologists and shall be sufficient to form an opinion relating to the conduct of the work.

SITE is any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE is an inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL is naturally occurring superficial deposits overlying bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER) is an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical) engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING) is the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

TERRACE is a relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

SECTION 3809. GRADING PERMIT REQUIREMENTS

3809.1 Permits Required. Except as exempted in Section 3806 of this code, no person shall do any grading without first obtaining a grading permit from the Public Works Director. A separate permit shall be obtained for each site, and may cover both excavations and fills.

3809.2 Application. The provisions of Section 106.3.1 are applicable to grading. Additionally, the application shall state the estimated quantities of work involved.

3809.3 Grading Designation. Grading in excess of 2,500 cubic yards (1,911m³), grading and earthworks construction supporting a major structure as determined by the Public Works Director and grading on known or established flood hazard and/or environmentally sensitive areas, shall be performed in accordance with the approved grading plan prepared by a civil engineer, and shall be designated as “engineered grading”. Grading involving less than 500 cubic yards (1,911m³) shall be designated “regular grading” unless the permittee chooses to have the grading performed as engineered grading, or the Public Works Director determines that special

conditions or unusual hazards exist, in which case grading shall conform to the requirements for engineered grading. Regular grading plans shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications unless exempted by the Public Works Director .

3809.4 Engineered Grading Requirements. Application for a grading permit shall be accompanied by two sets of plans and specifications, and supporting data consisting of a soils engineering report and engineering geology report. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the Public Works Director.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that they will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give location of the work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, and proposed drainage channels and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.
5. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 15 feet (4,572 mm) of the property or that may be affected by the proposed grading operations.
6. Recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the Public Works Director, specific recommendations contained in the soils engineering report and the engineering geology report which are applicable to grading, may be included by reference.
7. The dates of the soils engineering and engineering geology reports together with the names, addresses and phone numbers of the firms or individuals who prepared the reports.

3809.5 Soils Engineering Report. The soils engineering report required by Section 3809.4 shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes.

3809.6 Engineering Geology Report. The engineering geology report required by Section 3809.4 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors.

3809.7 Liquefaction Study. The Public Works Director may require a geotechnical investigation in accordance with Section 1803A when, during the course of an investigation, all of the following conditions are discovered, the report shall address the potential for liquefaction:

1. Shallow ground water, 50 feet (15,240 mm) or less.
2. Unconsolidated sandy alluvium.
3. Seismic Zones C through F.

3809.8 Regular Grading Requirements. Each application for a grading permit shall be accompanied by a plan in sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limiting dimensions and depth of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4,572 mm) of the proposed grading.

3809.9 Issuance. The provisions of Section 106.4 are applicable to grading permits. The Public Works Director may require that grading operations and project designs be modified if delays occur which incur weather-generated problems not considered at the time the permit was issued.

The Public Works Director may require professional inspection and testing by the soils engineer. When the Public Works Director has cause to believe that geologic factors may be involved, the grading will be required to conform to engineered grading.

SECTION 3810. GRADING FEES

3810.1. General. Fees shall be addressed in accordance with the provisions of this section.

3810.2. Plan review fees and expiration. When a plan or other data is required by the Public Works Director to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Public Works Director. The Public Works Director may extend the time for action by the applicant for a period not exceeding 180 days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

3810.3. Grading permit fees. A fee for each grading permit shall be paid to the Public Works Director. Fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this code. There shall be no separate charge for standard terrace drains as similar facilities.

3810.4. Investigation fees, work without a permit. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. This fee shall be assessed in accordance with the fee schedule adopted by City Council resolution. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalties prescribed by law.

3810.5. Refunds. Refunds shall be paid in accordance with the refund schedule adopted by City Council.

SECTION 3811. BONDS

The Public Works Director may require bonds in such form and amounts as may be deemed necessary to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

In lieu of a surety bond the applicant may file a cash bond or instrument of credit with the Public Works Director in an amount equal to that which would be required in the surety bond.

SECTION 3812. CUTS

3812.1 General. Unless otherwise recommended in the approved soils engineering or engineering geology report, cuts shall conform to the provisions of this section.

In the absence of an approved soils engineering report, these provisions may be waived for minor cuts not intended to support structures.

3812.2 Slope. The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than 1 unit vertical in 2 units horizontal (50% slope) unless the permittee furnishes an acceptable soils engineering or an engineering geology report, or both, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property.

SECTION 3813. FILLS

3813.1 General. Unless otherwise recommended in the approved soils engineering report, fills shall conform to the provisions of this section.

In the absence of an approved soils engineering report, these provisions may be waived for minor fills not intended to support structures.

3813.2 Preparation of Ground. Fill slopes shall not be constructed on natural slopes steeper than 1 unit vertical in 2 units horizontal (50% slope). The ground surface shall be prepared to receive fill by removing vegetation, non-complying fill, topsoil and other unsuitable materials scarifying to provide a bond with the new fill and, where slopes are steeper than 1 unit vertical in 5 units horizontal (20% slope) and the height is greater than 5 feet (1,524 mm), by

benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than 1 unit vertical in 5 units horizontal (20% slope) shall be at least 10 feet (3048 mm) wide. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of fill shall be at least 10 feet (3,048 mm) wide but the cut shall be made before placing the fill and acceptance by the soils engineer or engineering geologist or both as a suitable foundation for fill.

3813.3 Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the Public Works Director, no rock or similar irreducible material with a maximum dimension greater than 12 inches (305 mm) shall be buried or placed in fills.

EXCEPTION: The Public Works Director may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (305 mm) in maximum dimension shall be 10 feet (3048 mm) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.

3813.4 Compaction. All fills shall be compacted to a minimum of 90 percent of maximum density.

3813.5 Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than 1 unit vertical in 2 units horizontal (50% slope).

SECTION 3814. SETBACKS

3814.1 General. Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary. Setback dimensions shall be as shown in Figure A-38-1.

3814.2 Top of Cut Slope. The top of cut slopes shall not be made nearer to a site boundary line than one fifth of the vertical height of cut with a minimum of 2 feet (610 mm) and need not exceed a maximum of 10 feet (3,048 mm). The setback may need to be increased for any required interceptor drains.

3814.3 Toe of Fill Slope. The toe of fill slope shall be made not nearer to the site boundary line than one half the height of the slope with a minimum of 2 feet (610 mm) and need not exceed a maximum of 20 feet (6,096 mm). Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the Public Works Director deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

1. Additional setbacks.
2. Provision for retaining or slough walls.
3. Mechanical or chemical treatment of the fill slope surface to minimize erosion.

4. Provisions for the control of surface waters.

3814.4 Modification of Slope Location. The Public Works Director may approve alternate setbacks. The Public Works Director may require an investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied.

SECTION 3815. DRAINAGE AND TERRACING

3815.1 General. Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or fill slopes steeper than 1 unit vertical in 3 units horizontal (33.3% slope).

3815.2 Terrace. Terraces at least 6 feet (1,829 mm) in width shall be established at not more than 30-foot (9,144 mm) vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 60 feet (18,288 mm) and up to 120 feet (36,576 mm) in vertical height, one terrace at approximately mid-height shall be 12 feet (3,658 mm) in width.

Terrace widths and spacing for cut and fill slopes greater than 120 feet (36,576 mm) in height shall be designed by the civil engineer and approved by the Public Works Director. Suitable access shall be provided to permit proper cleaning and maintenance.

Swales or ditches on terraces shall have a minimum gradient of 5 percent and must be paved with reinforced concrete not less than 3 inches (76 mm) in thickness or an approved equal paving. They shall have a minimum depth at the deepest point of 1 foot (305 mm) and a minimum paved width of 5 feet (1,524 mm).

A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (1,254.2 m²) (projected) without discharging into a down drain.

3815.3 Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

3815.4 Disposal. All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the Public Works Director or other appropriate jurisdiction as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices.

Building pads shall have a drainage gradient of 2 percent toward approved drainage facilities, unless waived by the Public Works Director.

EXCEPTION: The gradient from the building pad may be 1 percent if all of the following conditions exist throughout the permit area:

1. No proposed fills are greater than 10 feet (3,048 mm) in maximum depth.
2. No proposed finish cut or fill slope faces have a vertical height in excess of 10 feet (3,048 mm).
3. No existing slope faces steeper than 1 unit vertical in 10 units horizontal (10% slope) have a vertical height in excess of 10 feet (3,048 mm).

3815.5 Interceptor Drains. Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes toward the cut and has a drainage path

greater than 40 feet (12,192 mm) measured horizontally. Interceptor drains shall be paved with a minimum of 3 inches (76 mm) of concrete or gunite and reinforced. They shall have a minimum depth of 12 inches (305 mm) and a minimum paved width of 30 inches (762 mm) measured horizontally across the drain. The slope of drain shall be approved by the Public Works Director.

SECTION 3816. EROSION CONTROL

3816.1 Slopes. The faces of cut and fill slopes shall be prepared and maintained to control against erosion. This control may consist of effective planting. The protection for the slopes shall be installed as soon as practicable and prior to calling for final approval. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted.

3816.2 Other Devices. Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

SECTION 3817. GRADING INSPECTION

3817.1 General. Grading operations for which a permit is required shall be subject to inspection by the Public Works Director.

Professional inspection of grading operations shall be provided by the civil engineer, soils engineer and the engineering geologist retained to provide such services in accordance with Section 3817.5 for engineered grading and as required by the Public Works Director for regular grading.

3817.2 Civil Engineer. The civil engineer shall provide professional inspection within such engineer's area of technical specialty, which shall consist of observation and review as to the establishment of line, grade and surface drainage of the development area. If revised plans are required during the course of the work they shall be prepared by the civil engineer.

3817.3 Soils Engineer. The soils engineer shall provide professional inspection within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The soils engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this chapter. Revised recommendations relating to conditions differing from the approved soils engineering and engineering geology reports shall be submitted to the permittee, the Public Works Director and the civil engineer.

3817.4 Engineering Geologist. The engineering geologist shall provide professional inspection within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved engineering geology report shall be submitted to the soils engineer.

3817.5 Permittee. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this code, and the permittee shall engage consultants, if required, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the consultants,

the contractor and the Public Works Director. In the event of changed conditions, the permittee shall be responsible for informing the Public Works Director of such change and shall provide revised plans for approval.

3817.6 Public Works Director. The Public Works Director shall inspect the project at the various stages of work requiring approval to determine that adequate control is being exercised by the professional consultants.

3817.7 Notification of Noncompliance. If, in the course of fulfilling their respective duties under this chapter, the civil engineer, the soils engineer or the engineering geologist finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the permittee and to the Public Works Director.

3817.8 Transfer of Responsibility. If the civil engineer, the soils engineer, or the engineering geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the Public Works Director in writing of such change prior to the recommencement of such grading.

SECTION 3818. COMPLETION OF WORK

3818.1 Final Reports. Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is performed for regular grading, as applicable.

1. An as-built grading plan prepared by the civil engineer retained to provide such services in accordance with Section 3817.5 showing original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations and details of subsurface drains shall be shown as reported by the soils engineer.

Civil engineers shall state that to the best of their knowledge the work within their area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the soils engineer retained to provide such services in accordance with Section 3817.3, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved soils engineering investigation report. Soils engineers shall submit a statement that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved soils engineering report and applicable provisions of this chapter.

3. A report prepared by the engineering geologist retained to provide such services in accordance with Section 3817.5, including a final description of the geology of the site and any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. Engineering geologists shall submit a statement that,

to the best of their knowledge, the work within their area of responsibility is in accordance with the approved engineering geologist report and applicable provisions of this chapter.

4. The grading contractor shall submit in a form prescribed by the Public Works Director a statement of conformance to said as-built plan and the specifications.

3818.2 Notification of Completion. The permittee shall notify the Public Works Director when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports have been submitted.

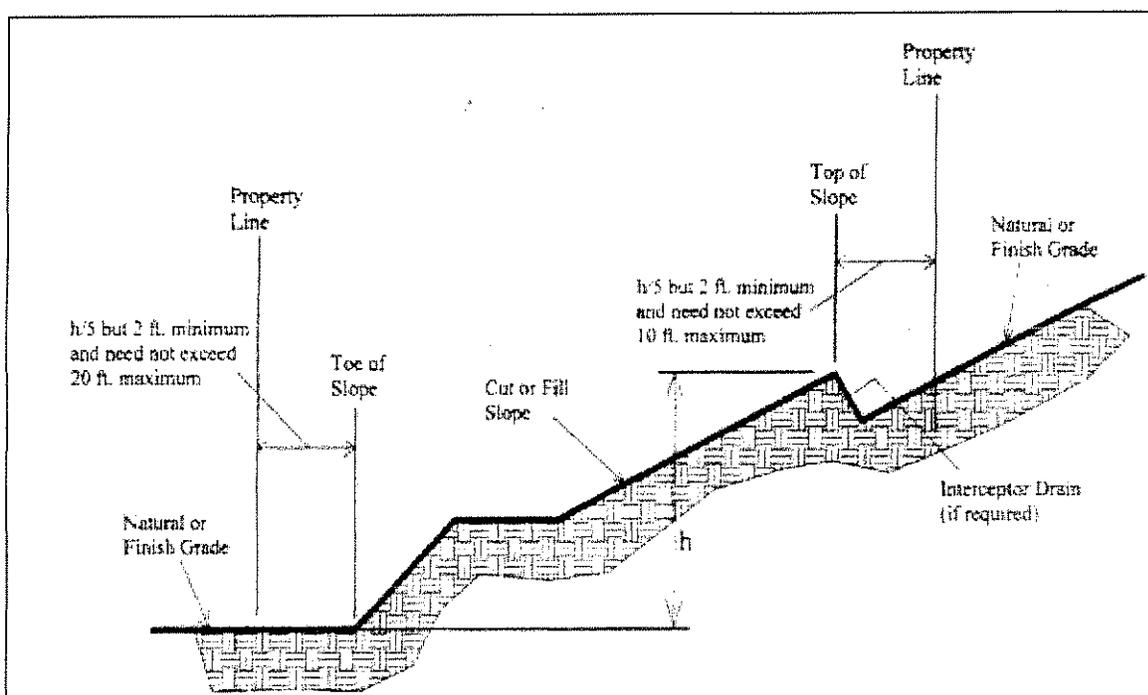


Figure A-38-1 Drainage and Setback Dimensions

(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 28. Section .250 of Chapters 15.08 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.08.250 Appendix I, Section 1101.1 amended—Patio enclosures.

Section 1101.1 of Appendix I of Volume 2 of the ~~2010~~ 2013 California Building Code is deleted in its entirety and a new section is added to read as follows:

1101.1 General. Patio covers shall be permitted to be detached from or attached to dwelling units. Patio covers shall be used only for recreational, outdoor living purposes and not as carports, garages, storage rooms or habitable rooms. Openings shall be permitted to be enclosed with insect screening, readily removable approved translucent or transparent plastic not more than 0.125 inch (3.2 mm) in thickness or readily removable glass conforming to the provisions of Chapter 24. Dual glazed windows are not permitted to be installed in patio cover enclosures constructed under the provisions of this appendix. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 29. Section .010 of Chapters 15.10 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.10.010 Adoption

The ~~2010~~ 2013 California Residential standards code part 2.5 including Appendix H, and Appendix K, known as the California Residential Code, as published and adopted by the California Building Standards Commission, including amendments, is hereby adopted by reference and incorporated herein as if fully set forth. (~~Ord. 1065 § 3, 2010~~)

SECTION 30. Section .070 of Chapters 15.10 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.10.070 Chapter 3, Section R313.2 and R403.1.3 amended

Section R313.2 is amended to read:

Section R313.2 One and two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall be installed in all new R occupancies.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing building that are not already provided with an automatic residential sprinkler system. Detached R occupancy buildings accessory to a single or two-family building intended for intermittent use and less than 500 square feet will not require fire sprinkler protection.

Section R403.1.3 is amended to read:

Section R403.1.3 is modified by deleting the exception for masonry stem walls:

In Seismic Design Categories D₀, D₁ and D₂ masonry stem walls without solid grout and vertical reinforcing are not permitted.

~~Exception: In detached one and two family dwellings which are three stories or less in height and constructed with stud bearing walls, plain concrete footings without longitudinal reinforcement supporting walls and isolated plain concrete footings supporting columns or pedestals are permitted.~~

SECTION 31. Section .090 of Chapters 15.10 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.10.090 Appendix G, Deleted

Appendix G is deleted and all references are to be taken from Chapter 31 of the ~~2010~~ 2013 California Building Code.

SECTION 32. Chapters 15.24 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.24 MECHANICAL CODE

15.24.010 Document adopted by reference.

A. The city council of the city of Pico Rivera hereby adopts the ~~2010~~ 2013 Edition of the California Mechanical Code based on the ~~2009~~ 2012 Edition of the Uniform Mechanical Code, as published by the International Association of Plumbing and Mechanical Officials, as Chapter 15.24 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of this code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the installation, alteration, design, construction, quality of materials, location, operation, and maintenance of heating, ventilating, comfort cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the city. (Ord. 1039 (part), 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.24.020 Chapter 1—General code provisions.

Chapter 1 of the ~~2010~~ 2013 California Mechanical Code is hereby deleted and replaced by the following:

Section 101 Administrative Provisions.

For administrative provisions for this code, see Sec. 15.08.020.

(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 33. Chapters 15.28 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.28 ELECTRICAL CODE

15.28.010 Document adopted by reference.

The California Electrical Code, ~~2010~~ 2013 Edition, is hereby adopted as Chapter 15.28 of Title 15 of this code, with amendments and additions as set forth in this chapter.

A. The city council of the city of Pico Rivera hereby adopts the ~~2010~~ 2013 Edition of the California Electrical Code based on the ~~2008~~ 2011 Edition of the National Electrical Code, as published by the National Fire Protection Association, as Chapter 15.28 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of the code is to prescribe regulations for the installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the city. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.28.020 Article 89—General code provisions.

Article 89 of the ~~2007~~ 2013 California Electrical Code is hereby deleted and replaced by the following:

Article 89 Administrative Provisions.

For administrative provisions for this code, see Sec. 15.08.020.

(Ord. 1039 (part), 2008)

SECTION 34. Chapters 15.32 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.32 PLUMBING CODE

15.32.010 Document adopted by reference.

A. The city council of the city of Pico Rivera hereby adopts the ~~2010~~ 2013 Edition of the California Plumbing Code based on the ~~2009~~ 2012 Edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials, as Chapter 15.32 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of this code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for the erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the city. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.32.020 Chapter 1—General code provisions.

Chapter 1 of the ~~2010~~ 2013 California Plumbing Code is hereby deleted and replaced by the following:

Section 101 Administrative Provisions.

For administrative provisions for this code, see Sec. 15.08.020.
(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 35. Chapter 15.34 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.34 Green Building Standards Code

15.34.010 Adoption.

The ~~2010~~ 2013 California Building Standards Code, Part 11, California Green Building Standards Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated as if fully set forth in this chapter. (~~Ord. 1065 § 3, 2010~~)

SECTION 36. Chapter 15.35 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.35 Energy Code

15.35.010 Adoption

The ~~2010~~ 2013 California Building Standards Code, Part 6, California Energy Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this chapter. (~~Ord. 1065 § 3, 2010~~)

SECTION 37. Chapter 15.37 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.37 Historical Building Code

15.37.010 Adoption

The ~~2010~~ 2013 California Building Standards Code, Part 8, California Historical Building Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated herein as if fully set forth in this chapter. (~~Ord. 1065 § 3, 2010~~)

SECTION 38. Chapter 15.38 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.38 EXISTING BUILDING CODE

15.38.010 Document adopted by reference.

A. The city council of the city of Pico Rivera hereby adopts the ~~2010~~ 2013 Edition of the California Existing Building Code based on the ~~2009~~ 2012 Edition of the International Building Code, as published by the International Code Council, as Chapter 15.38 of Title 15 of this code, except such portions as are deleted, modified, or amended as set forth in this chapter. Said code is adopted and incorporated as if fully set forth herein.

B. The purpose of this code is to prescribe regulations for the protection of the public health and safety and to establish minimum regulations for reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings within the city. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

State law references: Adoption by reference, Government Code Section 50022.1 et seq.

15.38.020 Chapter 1—General code provisions.

Section A90 is added to the ~~2010~~ 2013 Edition of the California Existing Building Code to read as follows:

Section A90 Administrative Provisions.

For administrative provisions for this code, see Sec. 15.08.020.
(Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 39. Chapter 15.42 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.42 Referenced Standards Code

15.42.010 Adoption

The ~~2010~~ 2013 California Building Standards Code, Part 12, California Referenced Standards Code, as published and adopted by the California Building Standards Commission, is adopted by reference and incorporated as if fully set forth in this chapter.” (~~Ord. 1065 § 3, 2010~~)

SECTION 40. Section .020 of Chapter 15.44 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

Chapter 15.44 FIRE CODE

15.44.020 Document adopted—Copies on file.

A. Except as otherwise provided in this chapter, the California Fire Code, herein referred to as “Fire Code,” including Chapters 1 through 49, Appendix Chapter 1, Appendix B, BB, C, CC, H, excluding all other appendices, of the ~~2010~~ 2013 Edition, is adopted and made a part of this chapter as if fully set out herein, with the amendments hereinafter set forth.

B. The same shall hereafter constitute the Fire Code of the city regulating the safeguarding of life, property and public welfare to a reasonable degree from the hazards of fire and explosion arising from the storage, use and handling of dangerous and hazardous materials, substances and devices; the operation, installation, construction, location, safeguarding and maintenance of attendant equipment within the jurisdiction of the Los Angeles County fire department, and providing for the issuance of permits and the collection of fees therefore, and providing penalties for the violation of such code.

C. At least two copies of the California Fire Code, ~~2010~~ 2013 Edition, shall be kept on file in the office of the Building Official and shall be maintained by the Building Official for use and examination by the public.

D. In the event of any conflict or ambiguity between any provision contained in the Fire Code and any amendments or additions thereto contained in this chapter, the amendments or additions thereto shall control.

E. In the event of any conflict or ambiguity between any provision contained in the Fire Code and any other provisions of the Pico Rivera Municipal Code, the provisions of the Pico Rivera Municipal Code shall control. (Ord. 1065 § 4, 2010; Ord. 1039 (part), 2008)

SECTION 41. Section .070 of Chapter 15.44 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

15.44.070 Premises Identification

505.1 of the 2010 2013 Fire Code shall be amended to read;

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6mm) high with a minimum stroke of .5 inch (12.7mm) for single family residential structures; 6 inch (105.4mm) high for multi-family structures; and 12 inch (304.8mm) high for commercial structures, suite identifiers shall be a minimum of 5 inch (87.83mm) high and above suite doors or as approved by the local AHJ. Where access is by means of a private road and the building cannot be viewed from a public way, a monument, pole or other acceptable sign or means shall be used to identify the structure.

All commercial buildings shall maintain an address painted on the roof in contrasting colors that measures 3 foot tall with 9 inch (158.9mm) minimum strokes. The address numbers shall be underlined in order to clarify the correct reading of the address from the air. (Ord. 1065 § 4, 2010)

SECTION 42. Chapter 15.48 of Title 15 of the Pico Rivera Municipal Code is hereby modified as delineated:

**Chapter 15.48 STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION**

15.48.010 Adoption by reference—Exceptions.

The ~~2009~~ 2012 Edition of the Standard Specifications for Public Works Construction prepared by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and Southern California Districts Associated General Contractors of California, is adopted by reference, as an integral part of specifications covering all future Public Works construction within the city, with the exception of Section 7-3, which shall be as follows with respect to minimum coverage limits:

Bodily Injury	\$ 500,000 each person
	\$1,000,000 each accident
	\$1,000,000 aggregate products
Property Damage	\$ 500,000 each person
	\$1,000,000 aggregate

(Ord. 1065 § 4, 2010; Ord. 805 § 1, 1992)

SECTION 43. The City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this Ordinance are severable, and if, for any reason, any sentence, paragraph or section of this ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 44. No person shall violate any provision, or fail to comply with any of the requirements of this ordinance, and any person violating any provision, or failing to comply with any provision of this ordinance is guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this ordinance shall be punished by a fine of not more than \$1,000.00, or by imprisonment in the City or County Jail for a period not exceeding one year, or by both such fine and imprisonment.

SECTION 45. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect January 1, 2014.

APPROVED AND ADOPTED THIS 12th DAY of November, 2013.

[THIS SECTION INTENTIONALLY LEFT BLANK]

Gustavo Camacho, Mayor

Attest:

APPROVED AS TO FORM:

Anna M. Jerome
Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATION FOR ORDINANCE NO. _____.

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS

CITY OF PICO RIVERA)

I, Anna M. Jerome, Deputy City Clerk and ex-officio Clerk of the City Council of the City of Pico Rivera, California, does hereby certify that the whole number of the members of the City Council of the City of Pico Rivera is 5; that the above and foregoing Ordinance No. _____ was duly and regularly introduced, passed and adopted at a regular meeting of the City Council held on the 12th day of November, 2013 by the following vote:

MAYOR CAMACHO,
MAYOR PRO TEM TERCERO
COUNCILMEMBER ARMENTA,
COUNCILMEMBER ARCHULETA,
COUNCILMEMBER SALCIDO

Anna M. Jerome, Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SETTING FORTH FINDINGS FOR REQUIRED AMENDMENTS TO THE 2013 CALIFORNIA BUILDING STANDARDS CODES RELATIVE TO LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS

WHEREAS, Health and Safety Code Section 17958 provides that the City of Pico Rivera shall adopt Ordinances and regulations imposing the same or modified requirements as are contained in the Building Standards Code adopted by the State pursuant to Health and Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health and Safety Code Section 17922 to impose substantially the same requirements as are contained in the most recent edition of the Uniform Housing Code, the Uniform Building, the Uniform Plumbing Code, the Uniform Mechanical Code, the National Electrical Code and the Uniform Code for Building Conservation of the International Conference of Building Officials (hereinafter referred to collectively as "Codes"); and

WHEREAS, the State of California allows local jurisdictions to adopt the provisions of the California Building Standards codes with local amendments in accordance with Health and Safety Code Sections 17922, 17958, 17958.5, 17958.7 and 18941.5(b) where necessary to reasonably address adverse local conditions and protect the health wealth and safety of citizens of Pico Rivera because of local climate, geology and/or topography; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City Building and Safety Division has recommended that changes and modifications be made to the Codes and has advised that certain of said changes and modifications to the California Codes are reasonably necessary due to local conditions in the City of Pico Rivera. The City Building and Safety Division has further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Codes or are reasonably necessary to safeguard life and property within the City of Pico Rivera.

WHEREAS, the City Council finds that the local climate consists of hot and dry conditions during the summer months creating severe fire hazard areas that warrant enhanced construction provisions for fire safety; and

WHEREAS, the City Council finds that the local topography has heavily landscaped surroundings and access for fire or rescue response and staging for fire fighting are made difficult due to the terrain; and

WHEREAS, the City Council finds that the Southern California Region, which includes the City, is within a very active seismic area where the local geology is located near active earthquake faults and subject to liquefaction presenting a significant earthquake risk that warrants enhanced design and construction provisions for seismic safety; and

WHEREAS, the City Council finds that there is a need to keep the existing local amendments and modify or add certain administrative provisions to its Title 15 in order to effectively regulate and enforce building and construction as provided in the 2013 California Building Standards Codes; and

NOW, THEREFORE, The City Council of the City of Pico Rivera finds and resolves as follow:

SECTION 1. Amendments related to life and fire safety contained in Sections 701A.1, Table 1505.1, 1505.1.3, 3109.4.4.1 and 3109.4.4.2 of the 2013 Edition of the California Building Code, and Sections 105.2, Table R301.2(1) R403.1.3, R405.1, R902.1, R902.1.3, and R902.2 of the 2013 Edition of the California Residential Code, as recommended by the Building Division are hereby found to be reasonably necessary due to the following local conditions:

A. Climatic Conditions

1. Hot, dry Santa Ana winds are common to all areas within the City of Pico Rivera. These winds, which can cause small fires to spread quickly, are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement normal fire department response availability and provide immediate protection for life and safety of multiple occupants during fire occurrences.
2. The City of Pico Rivera is located in a semi-arid Mediterranean type climate which predisposes all fuels, including wood shingles, to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.

B. Geologic Conditions

1. The City of Pico Rivera is located in a highly active seismic area. There are earthquake faults that run along both the northeastern boundaries of Orange County and the southwestern boundaries of Los Angeles County. The Newport-Inglewood Fault Zone (NIFZ) which runs through Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives, with areas damaged from Laguna Beach to Marina del Rey and inland to Whittier,

and poses one of the greatest hazards to lives and property in the nation. Regional planning for reoccurrence is recommended by the State of California, Department of Conservation. On October 1st, 1987 the area experienced the Whittier Narrows earthquake with a magnitude of 5.9. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The October 17, 1989, Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina district, but when combined with the 34 other fires and over 500 responses, the department was taxed to its full capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. If more fires had been ignited by the earthquake, it would have been difficult for the fire department to contain them. Structures within the city also experienced damages from the March 16th, 2010 earthquake that was located 1 mile ENE of Pico Rivera. Experts predict a major earthquake in our area within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection for building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. As noted by "Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, 1988, State Department of Conservation," page 59, "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe";

2. Traffic and circulation due to narrow and twisting roads and access-ways presently existing in the City of Pico Rivera often places fire department response time to fire occurrences at risk. This condition will be exacerbated by any major disaster, including any earthquake wherein damage to the highway system will occur. This condition makes the need for additional on-site protection for property occupants necessary.
3. Placement of multiple occupancy buildings, location of arterial roads, and fire department staffing constraints due to recent revenue-limiting state legislation have made it difficult for the fire department to locate additional fire stations and provide manpower sufficient to concentrate fire companies and personnel to control fires in high density apartment or condominium buildings. Fire Department equipment does not allow easy access to areas of buildings greater than 55 feet above the level of Fire Department vehicle access. These conditions create the need for built-in on-site fire protection systems to protect occupants and property until fire fighting apparatus and personnel arrive on the scene.

The City of Pico Rivera is located in an area subject to a climatic condition of high winds and low humidity. This combination of events creates an environment, which is conducive to rapidly spreading fires. Control of such fires requires rapid response. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, and the requirement to climb 35 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, Section 6, Figure 6-2 of ASCE 7 identifies a significant increase in the amount of wind force at 40 feet above the ground. Use of aerial type fire fighting apparatus above this height would place rescue personnel at increased risk of injury.

The City of Pico Rivera is located in the middle of the seismically active area. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors.

- 4. Untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wooden roofs become flying brands and are carried by the wind to other locations and thereby spread fire quickly. Recent Grand Jury Report findings support this concern.

C. Topographical Conditions

- 1. The City of Pico Rivera has heavily landscaped surroundings. Access for fire or rescue response and staging for fire fighting are made difficult due to the terrain.

Additional amendments have been made to the Codes. On the recommendation of the Building Division, such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes enforced by the City.

SECTION 2. Amendments to the 2013 Edition of the California Building Standards Codes are found reasonably necessary based on the climatic and/or geologic conditions cited in Section 1 of this resolution and are listed as follows:

<u>Code Section</u>	<u>Findings in Section 1</u>
CBC 701A.1, 1505.1, Table 1505.1, 1505.1.3, 1505.5, 1505.7	A-1, A-2, B-2, B-4
CBC 3109.4.4.1, 3109.4.4.2	B-2, C-1
CRC R902.1, R902.1.3, 902.2	A-1, A-2, B-2, B-4
CRC R403.1.3, R405.1	B-1

The aforementioned amendments have been incorporated in detail in Ordinance No. _____.

SECTION 3. The Building Division shall file copies of Resolution No. _____ and Ordinance No. _____ with the California Building Standards Commission and the Department of Housing and Community Development as required by Health and Safety Code Section 17958.7.

SECTION 4. The City Council does hereby resolve the aforementioned changes to the Codes are necessary because of local climatic, geological, topographical, administrative or procedural conditions and are necessary to reasonably safeguard life and property within the City of Pico Rivera.

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

APPROVED AND ADOPTED this 12th day of November, 2013 by members of the City Council of the City of Pico Rivera, voting as follows:

Gustavo v. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome,
Deputy City Clerk

Arnold M. Alvarez-Glasman
City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



To: Mayor and City Council
From: City Manager
Meeting Date: October 22, 2013
Subject: KaBOOM! PIO PICO PLAYGROUND

Recommendation:

Approve submittal of an application for a new Play Ground at Pio Pico Elementary School.

Fiscal Impact: \$10,000 from Parks and Recreation funds.

Discussion:

KaBOOM!, is a national non-profit organization dedicated to encouraging play and addressing the Play Deficit for American Children. Research has shown that children with a park or playground within half-a-mile are almost five times more likely to be a healthy weight than children without playgrounds or parks nearby.

The playground would replace the existing playground which does not meet current playground safety standards. The playground will enhance the area and provide a safe place for local children to play.

Approval of this agenda item will authorize the Parks and Recreation Department to submit an application to KaBOOM! to improve the playground at Pio Pico Elementary School.



Ronald Bates

RB:SG:ca



To: Mayor and City Council

From: City Manager

Meeting Date: October 22, 2013

Subject: TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CIP NO. 21242 — AWARD PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

Recommendation:

Award a Professional Services Agreement to Willdan Engineering to provide engineering design services for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, for an amount not to exceed \$86,769 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Fiscal Impact: \$86,769 (Proposition C)

Discussion:

The Traffic Signal Modifications Safety Improvements Project, (CIP No. 21242, Highway Safety Improvement Program, Federal Project No. 5351 (023)) is in the City's Capital Improvement Program. This project entails modifying seven (7) antiquated traffic signals located citywide (see Enclosure 3), and is funded by \$899,100 in Federal grants and \$200,000 in Proposition C funds. Project improvements include upgrading the traffic signals to provide exclusive left-turn phasing, installing battery backup systems and pedestrian count-down heads, upgrading the traffic signal heads to Light Emitting Diodes (L.E.D.) and modifying the service cabinets. The project also includes installing permanent speed radar feedback signs at various locations citywide, near schools (see Enclosure 4).

In next phase of the project, design services are necessary. A Request for Proposal (RFP) was released on September 18, 2013 to eight (8) qualified engineering firms. Design services requested include project management, agency and utility coordination, preliminary and final engineering, and construction support services. On October 4, 2013, three proposals were submitted by Willdan Engineering, Albert Grover and Associates, and JMD. A complete list of proposals received is provided in Enclosure 2; the enclosure also lists consultants who received but did not respond to the RFP.

The three consultants were interviewed on October 10, 2013 by a panel comprised of the Assistant City Engineer, the City's Project Manager and an experienced Project Manager from the County of Los Angeles, Traffic and Lighting Division. The selection criteria weighed a

number of factors, including project manager and team qualifications, experience on similar projects, understanding of technical issues, experience with Federal funds, etc. Based on this qualification-based criteria, Willdan Engineering (Willdan) and Albert Grover and Associates (Grover) received the same score, and were the highest ranked. Willdan's and Grover's fee proposals were \$96,200 and \$101,100, respectively. Both consultants were requested to provide the lowest best and final fee proposal, and Willdan provided the lowest fee of \$86,769, and Albert Grover and Associates provided a fee of \$89,800.

Willdan provides the following:

- **Previous experiences with the City of Pico Rivera** - Willdan provided as-needed engineering services to the City for twenty-five (25) years. Also, Willdan was the prime consultant on the Rosemead Boulevard and Paramount Boulevard Street Improvement Projects, which included traffic signal modifications. Willdan also designed two traffic signal upgrades as a part of the Beverly Boulevard street improvements.
- **Experienced Project Manager** - With 15 years of public and private sector experience, the Project Manager is a Registered Civil Engineer and has delivered over 1000 municipal projects. Further, Willdan has successfully completed over 5000 traffic signal modification projects.
- **Superb knowledge of project issues** - Willdan completed a comprehensive review of the traffic signal modifications and identified solutions to existing problems. Willdan touched on a wide range of key project factors such as latest State and Federal guideline in traffic signal improvements, potential conflict with utilities, ADA requirements and latest technology equipment that could be implemented with the project.
- **Cost Effective Designs** - Willdan is capable of delivering a high quality and cost effective design, which can minimize the potential for change orders.
- **Competitive Fees** – Willdan's negotiated fee proposal is the lowest fee.

The project is scheduled to be designed in 2013 and constructed in early 2014. Design services are fully funded with Proposition C funds.


Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Professional Services Agreement and Fee Proposal
- 2) Consultant Fee Proposal Summary
- 3) Vicinity Map - Traffic Signals
- 4) Vicinity Map - Speed Radar Signs

AGREEMENT NO. _____
**PROFESSIONAL SERVICES AGREEMENT
 BETWEEN THE CITY OF PICO RIVERA AND
 WILLDAN ENGINEERING**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Willdan Engineering, 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 necessary for the delivery of a Capital Improvement Program project. The Consultant will provide services to develop Plans, Specifications, and Construction Cost Estimates for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, Highway Safety Improvement Program (HSIP) Federal Project No. 5351 (023), or as set forth in the Consultant's October 4, 2013 proposal to City attached hereto as Exhibit A.

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 the Consultant's October 4, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Commencement Date": October 23, 2013

3.4 "Expiration Date": August 31, 2015

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 after which it shall continue on a month-to-month basis 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 Eight Six Thousand and Seven Hundred Sixty Nine Dollars (\$86,769) unless specifically approved in advance, in writing, by City.

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

6. COMPENSATION

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

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

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and 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. Leah Kabarra 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. City's reuse of the written products on any project other than the project for which they were originally intended shall be at the City's sole risk.

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 Consultant's negligent 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 to the extent such costs result from or arise 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 except on thirty days' prior written notice to City, ten days notice if cancellation is due to nonpayment of premium. 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 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Willdan Engineering
Corporation
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443
Facsimile: (562) 695-2120

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North,
Suite 400, West Tower
City of Industry, California 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 calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

22. ASSIGNMENT

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

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

24. CAPTIONS

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

Gustavo V. Camacho, Mayor

Dated: _____

ATTEST:

Anna M. Jerome, Deputy City Clerk

Dated: _____

"CONSULTANT"

WILLDAN ENGINEERING

Bill Pagett

Title: _____

Dated: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Dated: _____

PICO RIVERA

Mr. David Knell, PLS, will oversee surveying services. He has more than 41 years of experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as an expert witness in legal cases. His experience includes the supervision of field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies.

Project Experience

- Land Surveyor, Safe Routes to School (SR2S), Cycle 10 Project, City of La Puente
- Land Surveyor, PCH Bike Route Improvements, City of Malibu
- Land Surveyor, Traffic Signal Improvements for Lasselle Street and Cottonwood Avenue, City of Moreno Valley
- Land Surveyor, Paramount Boulevard Rehabilitation Project, City of Pico Rivera

Project Understanding

Willdan Engineering understands the City of Pico Rivera (City) is seeking proposals from qualified Consultants to provide professional engineering services for the Traffic Signal Safety Improvements Citywide, Capital Improvement Program No. 21242. We understand the project will include design plans, specifications and estimates (PS&E) for the upgrade of seven (7) signalized intersections to provide left-turn phasing, upgrade traffic signal controllers, install countdown pedestrian heads and battery back-up systems at the seven (7) locations, as well as install speed radar signs at various locations with City-documented speeding issues. We also understand that the City was awarded \$899,100 in federal funding through the Highway Safety Improvement Program (HSIP), Cycle 4 for construction, with the design phase being funded with local monies and the construction phase being federally funded. As part of the project, the City is requesting design, utility coordination, design survey, grant administration, advertising, bidding and engineering during construction support services.

Project Approach

Willdan utilizes a unified management approach where each project is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment.

Our proposed project manager and task leaders bring both diversity and commonality of project experience that will benefit discussions on final design implementation. Over time, these leaders have individually and collectively assisted and facilitated the design of numerous federal-funded projects.

During the design and construction phases of the project, Willdan will provide coordination with the City staff as required to keep them apprised of the project schedule and details of the proposed improvements. Willdan proposes to perform all scoped services, with in-house staff.

Willdan will first meet with the City to discuss and obtain all project requirements and to gain a complete understanding of the City's project intent and affected residents and business precise desires and needs. We have developed a comprehensive approach for undertaking a project that builds upon the key points described above.

Understanding the importance of completing the project on time and within budget, our team's approach is to sequence the major steps in the most time efficient manner. The major steps in our approach and strategies for sequencing are:

- **Data Collection and Preparation of Base Map.** Having a comprehensive and accurate base map is critical to developing design alternatives that address potential utility conflicts. Our survey lead will review survey information provided by the City and his field crew will perform ground topographic survey for base map and final design use for each intersection. Prompt utility requests will be made to obtain necessary information regarding buried and overhead facilities. Other record improvement drawings and field observations will make-up the remainder of the resources used to compile the base mapping.
- **Utility Coordination and Relocation.** Our strategy to expedite utility coordination and relocation is to proactively coordinate with the utility companies early and frequently throughout the process. Our emphasis – once we have the identified facility locations – will be to continue our communications with them to define necessary relocations or eliminate their need to make changes in existing facilities.
- **State and Federal Procedures.** Willdan has assisted cities at various stages of state- and federal-funded projects – from the initiating request to final invoicing. Although each program may encompass different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedures Manual (LAPM). Our staff stays apprised of revisions to procedures and forms in the LAPM through Local Programs Procedures (LPPs) and Division of Local Assistance Office Bulletins (DLA-OBs). Willdan's staff maintains quality relationships with Caltrans' District Local Assistance staff. The first of business will be to submit this Request for Authorization (RFA) package for Preliminary Engineering. Only eligible work performed after the date of Federal Authorization (E-76 for Preliminary Engineering) is eligible for federal reimbursement.
- **Final Design and PS&E.** Our strategy is to begin the final design (plans, specifications, and construction estimates) as soon as the City concurs with the preliminary engineering.
- **Services during Construction and As-Built Plans.** Our project manager and team leads will be available to the City during the bid and construction phase of work to provide technical assistance as needed to facilitate accomplishment of the project. Upon completion of construction and receipt of the contractor's and inspector's red-line control plan sets, we will review and clarify any apparent conflicts in as-construction notations, and then prepare an as-constructed set of record drawings for the City's file.

Task 1 - Project Management

The management and close coordination with all parties involved in this project is critical for the successful completion of any project. Willdan takes pride in the high level of service we provide to our clients. Three key elements to successful project management include a project kick-off meeting, the project design requirement letter, and project status reports.

1. A project pre-design meeting will be scheduled to include City staff. The City will provide a detailed explanation of the project scope and schedule. Major aspects of the project will be discussed including the design criteria, utility coordination, plan preparation and specifications, estimates, submittal reviews, bid process, and anticipated construction issues. In addition to the kick-off meeting, Willdan will attend design meetings for the various submittal stages three meetings; 65% 95%, and final. Request for attendance at additional meetings other than those discussed above (a total of three meetings) will be for an additional fee.
2. The design criteria, responsibilities, and findings from the project pre-design meeting will be summarized in a design criteria letter that will be distributed to the project team.
3. Willdan will prepare and distribute the agendas and minutes for all project meetings.
4. Willdan will submit monthly progress reports to the Project Engineer via e-mail or phone conversations.

Task 2 - Utility Notification/Coordination

Willdan will mail notices to the utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. Willdan will prepare the utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan can transmit these notices under Willdan's letterhead; however, the City shall be responsible for any fees assessed to Willdan by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan's utility coordinator.

Willdan will also provide utility dispositions identifying existing utility locations above and below ground. Willdan will be responsible for the following:

- Notify and coordinate with the utility agencies regarding project-related modifications to their facilities. Determine special requirements for utility facilities, including protection, right-of-way, and construction methods within the vicinity of the utility.
- Provide a second utility notification letter (Prepare to Relocate) and a third utility notification letter (Notice to Relocate).
- If necessary, provide a fourth utility notification letter (Notice to Relocate Immediately).
- Submit a preliminary and final set of plans to each utility company that provides the location and the conflict area clouded to show the utility companies the areas that conflict.
- Verify that the project's final design is compatible with known utilities in the project area to be installed, relocated, adjusted,

or otherwise modified, including adding utility relocation windows into the construction schedule as necessary.

- Coordinate service feed point, if necessary, with PG&E and prepare application.

Willdan will provide the City a copy of transmittals, submittals, and letters sent to utilities and agencies regarding the project. Finally, Willdan will provide the City with a brief written summary of utility coordination status upon delivery of final construction contract documents to the City.

Task 3 - Preliminary Engineering

Willdan's land surveyor will perform ground surveys necessary to design the intended street and traffic improvements at each of the project intersections in accordance with the City's Request for Proposal. Our land surveyor will establish horizontal and vertical ground control necessary to produce a 1" = 40' scale digital topographic map. The survey will be tied to the City's benchmarks and some topographic information. The design survey will extend 250-feet in each approach.

The survey crew will locate survey monuments in the path of the proposed construction which may need to be tied out for filing of necessary corner records prior to construction.

Building upon the base mapping and utilities identification, Willdan's team will prepare a preliminary design for review and discussion with the City's representatives. The preliminary design will be based upon acceptable standards for roadway and traffic design including the City's and Caltrans design criteria. Impacts to existing facilities and key issues will be further defined.

As the preliminary design is defined, a preliminary cost estimate of the total project cost will be prepared. The preliminary design will include analysis for lighting levels, sight distance, storage lengths, and ADA analysis.

Willdan will meet with the City's project representatives and involved others to review and discuss the contents of the preliminary engineering, and assist in reaching approval of a final design guide or approach.

Task 4 - Final Engineering

Design plans will be prepared in accordance with the City of Pico Rivera drafting standards, format, and conventions. Final plans will be computer-drafted in AutoCAD format for standard 24-inch by 36-inch plans and comply with City of Pico Rivera's and Caltrans' latest standard plans and specifications and the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Traffic Design

- Title sheet with vicinity map, location map and general notes.
- Traffic signal modification plan at a scale of 1" = 20' for each of the seven intersections.
- Signing and striping plan at a scale of 1" = 40' for the intersection of Slauson Avenue and Serapis Avenue.

PICO RIVERA

- Speed feedback sign plan with location map and detail for 24 locations.

Coordinate with the County of Los Angeles traffic signal coordination timing charts for the intersections of that are part of TSSP corridors. Coordination includes submittal of work order to County service representative for the timing charts revision of the traffic signal modifications prior to commencement of construction. Traffic signal timing coordination charts that are part of the TSSP coordinated corridor are prepared by the County at no extra charge to the City of Pico Rivera.

Task 5 - Cost Estimate

Based on the design plans, Willdan will prepare a detailed set of construction quantities, by sheet, which will include all items of work to be included in the construction cost estimate, such as grading, curb and gutter, sidewalk, pavement, storm drain, catch basins, traffic signal, signs and striping, street lighting, etc.

Upon completion of the quantification of the various construction quantities, an engineer's opinion of construction cost will be prepared detailing the anticipated construction items for the project. The costs will be based upon recent bid prices for similar projects as maintained by Caltrans, City, and Willdan.

Task 6 - Specifications

Willdan will prepare both the technical and special provision specifications in Microsoft Word for Windows format. We will utilize the latest edition of the Caltrans Standards Specifications and the City's latest approved specifications.

As part of the special provisions, Willdan will define parameters for the construction contractor to prepare and submit actual construction phase traffic control plans.

Task 7 – Request for Authorization (RFA) to Proceed with Construction

Willdan will prepare the following documentation to request authorization to proceed with construction:

File Review

1. Review the City files and obtain from the City copies of the NEPA approval and previously submitted Field Review and PES documents.
2. Research Caltrans and MPA website for project status.

Right of Way Certification (no Federal participation in utility relocations)

1. Verify final plans and identify and delineate utilities within the project limits including the type of facility, location, disposition, and high and low risk facilities.
2. Obtain copies of notices to utility owners (NTO) to relocate (including adjustments).
3. Determine whether the project qualifies to use the Short Form ROW Certification if the project does not require right of way acquisition or relocation assistance, does not involve the

railroad, and relocations are limited to adjustments of utility covers only to meet the finish roadway grade.

4. If applicable, prepare LAPM Exhibit 13-A *Short Form Right of Way Certification for Local Assistance Project Off State Highway System*, the *Project Engineer's Certification of Utilities* for the Resident Engineer's signature, and LAPM Exhibit 13-A *Utility Cover Adjustment Summary* if the adjustment of utility covers is checked. Or, if applicable, prepare LAPM Exhibit 13-B *Right of Way Certification Off State Highway System* and the *Project Engineer's Certification of Utilities* for the Resident Engineer's signature.
5. Submit to Caltrans DLAE along with the final plans, required backup documentation from utilities, a copy of the City Resolution authorizing a City official to execute right of way certifications, and a copy of the approved environmental document to obtain right of way certification.

Request for Authorization to Proceed with Construction (E-76 for CON)

1. Upon receiving right of way certification and final PS&E, prepare LAPM Exhibit 3-D *Request for Authorization*, LAPM Exhibit 3-E *Data Sheets* to initiate the obligation of federal funds by Caltrans for the construction of the project.
2. Prepare LAPM Exhibit 12-A *Preliminary Estimate of Cost* and LAPM Exhibit 15-N *Finance Letter* based on the engineer's final opinion of probable construction cost.
3. Prepare LAPM Exhibit 12-C *PS&E Certification* for the Resident Engineer's signature and LAPM Exhibit 12-D *PS&E Checklist* stating that the PS&E have been prepared in accordance with the Local Assistance Procedures Manual.
4. Prepare LAPM Exhibit 15-A *Local Agency Construction Contract Administration Checklist*.
5. Submit to Caltrans DLAE Item Nos. 1 through 4 along with the plans, specifications, and a copy of the approved application to obtain an E-76 for construction.

Task 8 – Project Advertisement Services

Willdan will attend the pre-bid meeting, provide responses to Requests for information (RFIs) from contractors and suppliers, maintain a log of questions and responses to bidders' questions, prepare any needed addenda to the PS&E, provide consulting and interpretation with respect to the construction documents.

Task 9 - Construction Support Services

Willdan will be available to attend the pre-construction meeting, review shop drawings, and respond up to 15 RFIs regarding the construction documents. Willdan will assist the City issue contract change orders regarding any omissions or conflicts in the design at no charge to the City. Willdan will perform three (3) site visits during construction, if needed.

Task 10 – Prepare Record Drawings (As-Builts)

Upon completion of project construction, Willdan will incorporate the redline as-built comments prepared by the contractor and project inspector on their copies of the signed design plans into a set of

Mylar record drawings which shall be provided to the City. Revision will be solely based on redlines provided by the City's construction manager and contractor.

Exclusions

Willdan's scope of work for this proposal does not include:

- Public Outreach
- Timing Chart preparation for traffic signal modifications
- Count data collection

Key Project Issues

Based on our extensive experience with traffic signal installation and modification projects, we are able to identify potential issues and provide solutions that are tried and true. The following details these potential issues and solutions.

- **Meeting minimum horizontal and vertical clearance from utilities' already built-out locations**

Solution: The vertical clearance issues can be resolved by using flat luminaire mast arms; installing the luminaire on the pole across the street, or eliminating the luminaires if illumination levels show adequate foot-candles are present at the intersection.

The horizontal clearance is resolved by having the larger poles installed away from the curb return and using pedestrian push buttons near the curb return

- **Reusing conduit runs that are over 25 to 30 years old, are 2-inch, and use only individual #14 wires**

Solution: The old conduit layout makes it difficult to bring traffic signals to current standards, since it is generally too small to meet the percent fill requirement if using conductor cables. Furthermore, even reusing individual wires can be difficult since, at times, the conduit has been damaged from being underground for years, which makes it hard to pull the wires, clean, and replace with new. Conduit replacement is a costly construction item. In instances where there are no funds to replace the conduit and wiring, we provide alternative additive bids items for 3-inch conduit or greater. This provides a set cost by the contractor for the liner footage and avoids overpriced change orders should some of the older conduit need replacing.

If money is available for full conduit replacement, this becomes a none-issue. The conduit can be upgraded to the necessary size and conductor cables may be used.

- **Site visibility of vehicle head and/or pedestrian heads due to power poles, trees, or other obstruction where relocation and/or removal is cost prohibitive**

Solution: Perform a thorough field check during the design phase and discuss with City staff such solutions as:

- ✓ Utilizing extended vehicle head or pedestrian head mountings
- ✓ Providing a two-pole combination - one Type 1-A pole accommodating the pedestrian head, pedestrian push button, and side mount vehicle head (usually the one being obstructed) and the second larger pole usually Type 19 and greater accommodating the through movement vehicle heads.

Usually either one of the solutions suggested above will work and provide a cost-effective solution to the issue. The extended mounting, if feasible, is the most cost-effective. However, depending upon the nature of the obstruction, sometimes going with the second option is the only way to eliminate the visibility issue.

Innovative or Advanced Techniques

Most traffic signal installation problems arise during the construction phase of the project when the foundation of the traffic signal will be poured, this is due to abandoned utility lines or utility lines that are not well documented by the in the substructure maps provided when the maps were requested.

If unforeseeable substructures are in the way of the foundation, there are various ways to address this problem:

- Move the pole within the allowable limits within the curb return
- Design a modified foundation
- Relocate the pole beyond the curb return and install a pedestrian push button at the crosswalk.
- Change the traffic signal pole type

The four options above are acceptable solutions to resolve the problem; however they can be costly and cause construction delays. To avoid the construction delays and extra costs, it is recommended to pothole during the design phase of the project all the proposed traffic signal pole location. By potholing during the design, any conflicts with the utilities that may arise can be addressed during the design phase. This is usually less costly and can usually be addressed by having the utility relocated or changing the location of the pole or the pole type. However, knowing the possible conflict in the design phase provides us time to better address the issue at hand and provide the most cost effective solution at a minimal cost to the City.

CITY OF PICO RIVERA
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
CIP NO. 21242 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
FEDERAL PROJECT NO 5351(023)
FEE MATRIX

SUMMARY TASK	Deputy Director of Engineering	Principal Project Manager	Civ Engineer	Sr Design Manager	Sr Design Engineer II	Sr Survey Analysis	Utility Coordinator	Word Processing	Estimated Hours	Expenses	Sub consultant	Estimates Cost
	\$195	\$185	\$185	\$149	\$134	\$134	\$129	\$67				
Task 1 - Project Management	14.0								14			\$2,730
Task 2 - Agency and Utility Coordination							11.0	3.0	14	\$100		\$1,720
Task 3 - Preliminary Engineering												
3.01 - Design Survey		6.0				45.0			51	\$200	\$172,446	\$19,786
3.02 - Records Research and Field Review	2.0			45.0	45.0				97			\$15,125
Task 4 - Final Engineering	12.0			113.0	112.0				237			\$34,185
Task 5 - Cost Estimates	2.0			12.0					14			\$2,178
Task 6 - Specifications	2.0				12.0				14			\$1,998
Task 7 - Request for Authorization (RFA) to Proceed with Construction				24.0					24			\$4,440
Task 8 - Project Advertisement Services	1.0			8.0					9			\$1,507
Task 9 - Engineering Construction Support Services	1.0			16.0					27			\$4,429
Task 10 - Record Drawings (As-builts)	1.0			4.0					5			\$791
	35.0	6.0	34.0	198.0	169.0	45.0	11.0	3.0	301	\$500	\$12,468	\$66,765

**City of Pico Rivera
Department of Public Works**

**Traffic Signal Safety Improvements Citywide
CIP No. 21242**

Summary of Fee Proposals

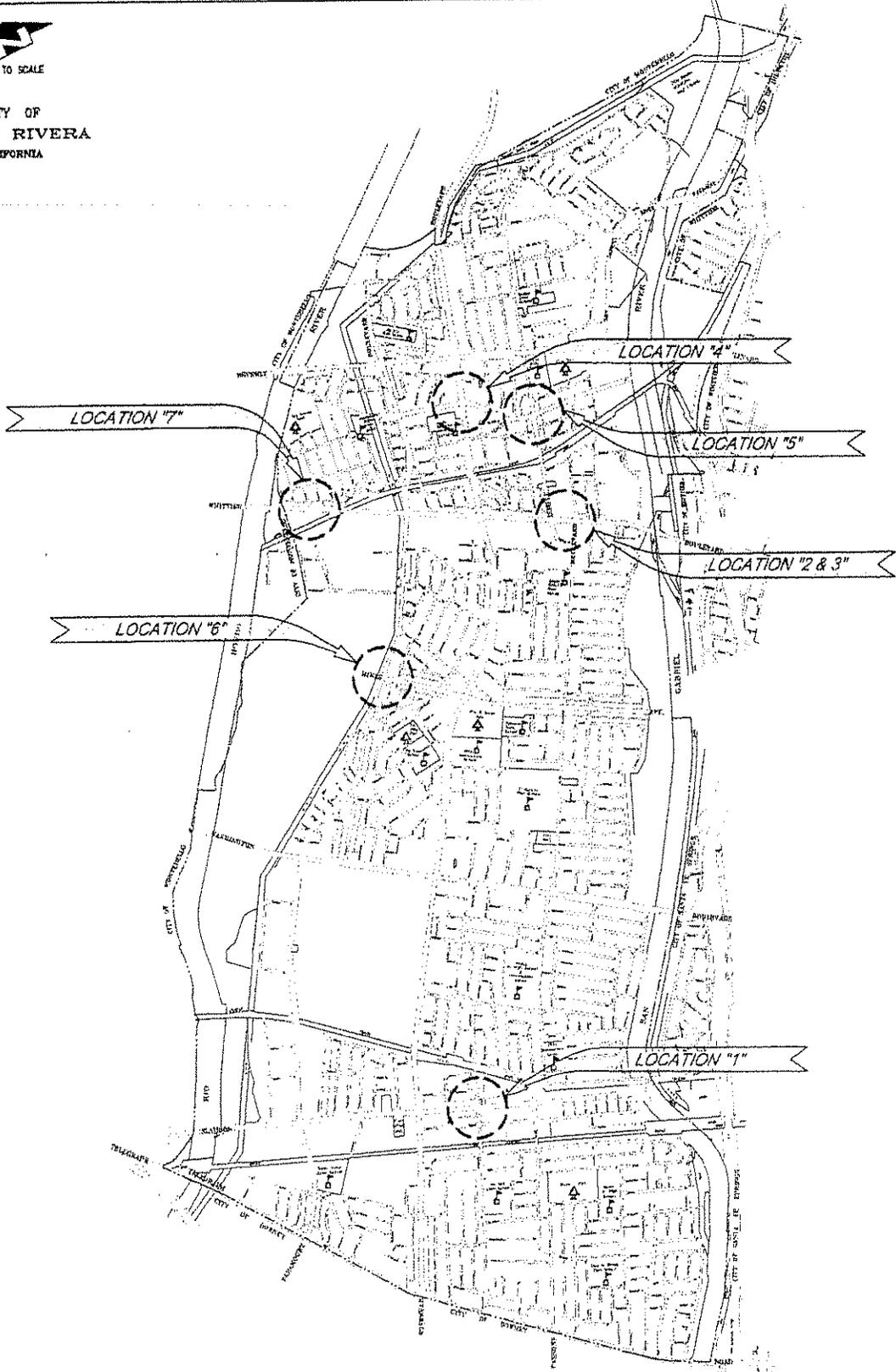
Firm	Original Fee	Negotiated Fee
Willdan Engineering	\$ 96,200	\$ 86,769
Albert Grover and Associates	\$ 101,100	\$ 89,800
JMD	\$ 86,888	\$ 86,888

Non Responsive Firms
MNS Engineers, Inc.
KOA Corporation
Infrastructure Engineers
Hatzog and Crabill, Inc.
Linscott, Law and Greenspan



NOT TO SCALE

CITY OF
PICO RIVERA
CALIFORNIA



LEGEND:

-  SCHOOL
-  PARK

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

HIGHWAY SAFETY IMPROVEMENT PROGRAM - INDEX MAP

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 12-07-10



CITY OF PICO RIVERA

CIP 21242 - SPEED RADAR SIGNS
Vicinity Map



NOT TO SCALE

LEGEND:

-  CITY BOUNDARY
-  PLANNING SPEED RADAR FEEDBACK LOCATION



To: Mayor and City Council

From: City Manager

Meeting Date: October 22, 2013

Subject: 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. Some general funding will be generated to help offset code enforcement costs.

Background:

This agenda item was continued from the October 8th City Council Meeting where staff was directed to provide additional information regarding the performance of the registry program and the consultant firm, National Cost Recovery Services (NCRS), in other cities.

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 compiling 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 will 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:

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/Per Year

\$470.00

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

* Nationwide Cost Recovery Services (City Consultant)

**Supervisor: 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.

FORECLOSURE REGISTRATION PROGRAM

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

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 and 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. The City is setting the fee by law to recover the costs involved.

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. This agreement is based on Nationwide Cost Recovery Service's (NCRS) skill, integrity, judgment and special technical ability and experience in the area of administering and enforcing foreclosure registration programs.

NCRS 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. NCRS currently administers and enforces said programs for the cities of Baldwin Park, Carson, Eastvale, El Monte, South El Monte and West Covina.

Cost Recovery

The following is a summary of registration and cost recovery activity for the above-mentioned cities currently working with the program as of September 30, 2013:

CITY	DATE OF FIRST REGISTRATION	NUMBER OF REGISTRATIONS	COST RECOVERY (FEES & PENALTIES)
Baldwin Park	September 15, 2013	38	\$17,860
Carson	May 2, 2013	224	\$100,800
Eastvale	April 26, 2013	152	\$83,144
El Monte	July 1, 2010	1,618	\$1,124,470
South El Monte	February 25, 2013	36	\$20,700
West Covina	February 25, 2013	429	\$180,850
TOTAL – ALL CITIES		2497	\$1,527,824

All of the above registrations and cost recovery amounts were confirmed by the respective city staff to be accurate.

Program Results

The registration program was created in cooperation with the City of El Monte in 2010. For this reason, the best historical perspective of the program's results and the benefits

to the community can be seen in the last three year's experience with El Monte, as follows:

NOTICE OF DEFAULTS	CONTACTED BY NCRS	**NUMBER OF REGISTRATIONS	BANK OWNED PROPERTIES	BANK OWNED PROPERTIES IN COMPLIANCE
1,090	1,090	1,618	254	230

**Registrations exceed defaults due to multiple registrations for properties in foreclosure longer than 12 months (annual registration required)

In summary, all 1,090 properties that had a Notice of Default recorded against it were contacted by NCRS. In the same three year period, 254 properties became bank-owned, and of those properties 230 (or approximately 90%) are in compliance with community code standards. A major benefit of the program is the ability to detect property-related issues in the early stages and assist in the prevention of blight. Without this program in place, the amount of bank-owned properties that are not in compliance with community code standards would be much higher.

For those registered properties that fall out of the foreclosure process, the City's Neighborhood Improvement Division can review the reports supplied by NCRS to see if any properties don't meet community code standards. The proposed ordinance requires the bank to notify the City if the property is no longer in foreclosure.



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 moving 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 and October 22, 2013 are 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 22nd 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:

ATTEST:

Anna M. Jerome, Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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:

If to Consultant:

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

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 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:

Anna Jerome, City Clerk

City of Pico Rivera

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

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Consultant

By: _____
Neftali Cortez, Co-Owner

Date: _____