CITY COUNCIL AGENDA

Tuesday, February 11, 2014

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

Regular Session 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6753
Next Ordinance No. 1086
Next Agreement No. 14-1456

COMMISSIONERS SCHEDULED TO BE PRESENT:
Fred Zermeno, Planning Commission
Carlos Cruz, Parks & Recreation Commission

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

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- Proclamation presented to Vincent Wong from Found Animals Foundation for Spay and Neuter Month
- Sheriff's Department – Public Safety Update

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

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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 January 28, 2014

   Recommendation: Approve
   - Planning Commission meeting of January 21, 2014

   Recommendation: Receive and file

2. **12th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 260458-260628
   Special Checks Numbers: None.
   Recommendation: Approve

3. **Second Reading – Adoption of Ordinance No. 1082 for Zoning Code Amendment No. 165 to the Pico Rivera Municipal Code.** (1300)
   Recommendation:
   1. Adopt Ordinance No. 1082 approving Zoning Code Amendment No. 165.

      Ordinance No. 1082 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF

PORTE-COCHERES, DRIVEWAY EXPANSIONS, AND WALKWAYS **(SECOND READING AND ADOPTION)**

4. **Second Reading – Adoption of Ordinance No. 1083 and 1084 Amending Title 18, Zoning, of the Pico Rivera Zoning Ordinance per the Adopted 2014-2021 Housing Element Designated as Zone Code Amendment No. 172 and Zone Reclassification No. 315.** (1300)

Recommendation:

1. Adopt Ordinance No. 1083 and 1084 amending Title 18, Zoning, of the Pico Rivera Zoning Ordinance per the adopted 2014-2021 Housing Element designated as Zone Code Amendment No. 172 and Zone Reclassification No. 315.

   Ordinance No. 1083 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING TITLE 18, ZONING, OF THE PICO RIVERA ZONING ORDINANCE AMENDING HEIGHT, SIDE SETBACKS, DEFINITIONS AND ADDING THE PROVISIONS FOR DENSITY BONUS, REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT, SINGLE-ROOM OCCUPANCY (SROs), TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, COMMUNITY CARE FACILITIES, SECOND UNIT DWELLINGS AND THE CREATION OF AN EMERGENCY SHELTER OVERLAY ZONE DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 172 **(SECOND READING AND ADOPTION)**

   Ordinance No. 1084 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO ADD THE EMERGENCY SHELTER OVERLAY ZONE TO THE PROPERTIES AS DESCRIBED IN ATTACHMENT "A" ATTACHED HERETO AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 315 **(SECOND READING AND ADOPTION)**

5. **Second Reading – Adoption of Ordinance No. 1085 Amending Chapter 18.52, Home Occupations, of the Pico Rivera Zoning Ordinance Adding Provisions for Cottage Food Operations Designated as Zone Code Amendment No. 173.** (1300)

Recommendation:

1. Adopt Ordinance No. 1085 amending Chapter 18.52, Home Occupations, of the Pico Rivera Zoning Ordinance to add provisions for cottage food operations.

Ordinance No. 1085 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.52 REGARDING HOME OCCUPATIONS AND ADDING PROVISIONS FOR COTTAGE FOOD OPERATIONS **(SECOND READING AND ADOPTION)**

6. **Sister City Commission Appointment.** (300)
Recommendation:
1. Adopt resolution approving the appointment of David Angelo to the Sister City Commission.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: DAVID ANGELO TO THE SISTER CITY COMMISSION FOR A TWO YEAR TERM SAID TO EXPIRE DECEMBER 2015

7. **Installation of Traffic Control Devices – Traffic Safety.** (1400)
Recommendation:
1. Receive and file.

8. **Fueling Facility Conversion/Upgrade Project (City Yard), CIP 21252 – Award Construction Contract.** (500)
Recommendation:
1. Award a construction contract in the amount of $77,800 to Bonsall Petroleum Construction, Inc. for the Fueling Facility Conversion/Upgrade Project (City Yard), CIP No. 21252, and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
2. Authorize the transfer of $10,000 from the Street Maintenance Fund to the Fueling Facility Conversion/Upgrade Project (City Yard), CIP No. 21252; and
3. Approve the Notice of Exemption for the subject project and authorize the City Clerk to file with the County Recorder.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION: None.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

NEW BUSINESS:

OLD BUSINESS:

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

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

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, 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 website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Rivera County Libraries, which are available for the public to view on this 7th day of February 2014.

Dated this 7th, day of February 2014

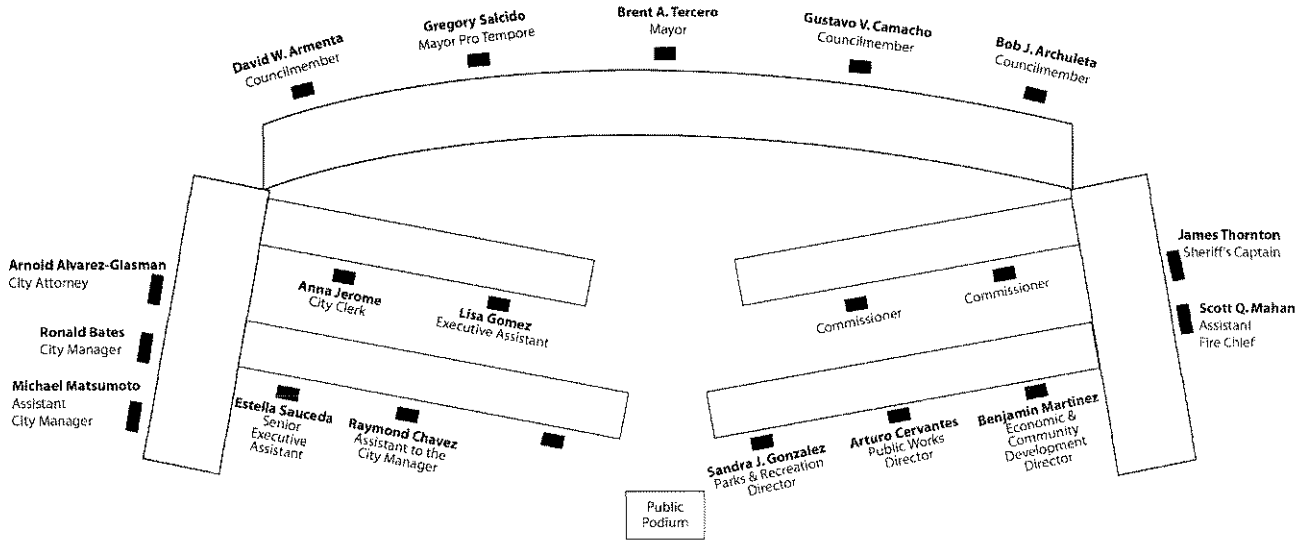
Anna M. Jerome

Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

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

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

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

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

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

CITY COUNCIL **MINUTES**

Tuesday, January 28, 2014

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

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

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero
ABSENT: None

COMMISSIONERS PRESENT: None.

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Councilmember Camacho

SPECIAL PRESENTATIONS:

- Certificate of Recognition presented to Pico Rivera Dons Football Midget Division (13-14 years old) – Undefeated San Gabriel Valley Junior All-American Conference Champions and Undefeated Arroyo League Champions
- Sheriff's Department – Cybercrime and Identity Theft Information

PUBLIC HEARING(S):

1. **Continued Public Hearing – An Ordinance of the City of Pico Rivera for Zone Code Amendment No. 165 Amending Chapter 18 (Zoning) of the City of Pico Rivera Municipal Code Pertaining to the Regulations for Residential Driveway Expansions, Walkways and Porte-Cocheres.** (1300)

Mayor Tercero opened the Public Hearing and noted that there was no written communications or public comment cards to provide public testimony.

In regard to changes to the proposed ordinance at the direction of City Council and approved by the Planning Commission, staff provided a brief report incorporating a 40 foot setback for porte-cocheres for homes with larger lot sizes.

Mayor Tercero closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to: 1) Adopt Resolution No. 6746 approving Zone Code Amendment No. 165; and 2) Introduce Ordinance No. 1082 amending Title 18, Zoning, of the City of Pico Rivera Municipal Code.

> Resolution No. 6746 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT TO TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS HEREIN KNOWN AS ZONE CODE AMENDMENT NO. 165
>
> Ordinance No. 1082 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF PORTE-COCHERES, DRIVEWAY EXPANSIONS, AND WALKWAYS **(FIRST READING AND INTRODUCTION)**

Motion carries by the following roll call vote:

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

2. **Public Hearing: Zone Code Amendment No. 172 and Zone Reclassification No. 315 to Amend Title 18, Zoning of the Pico Rivera Zoning Ordinance and per the Adopted 2014-2021 Housing Element.** (1300)

Mayor Tercero opened the Public Hearing and noted that there was no written communications to provide public testimony.

Staff provided a presentation summarizing the incorporation of state laws and the addition of application fees.

Councilmember Camacho inquired about state laws that allow duplexes on homes with larger lots. Community and Economic Development Director Martinez stated that all

cities within the state must comply with duplexes for second unit dwelling if all minimum standards are met.

Councilmember Archuleta asked for clarification purposes if that means two structures on a lot or one structure. Director Martinez responded two structures on a lot.

With regard to lot size, Councilmember Salcido asked what the minimum lot size would be. Deputy Director Gonzalez stated that it would depend on the zoning but usually 6500 sq. ft. Director Martinez added that there is probably less than 5% of the properties in Pico Rivera that would qualify for the duplexes and that the property could not be subdivided or sold.

Mayor Tercero asked if there was any flexibility in the state law with Director Martinez responding there is not.

Oral Communications:

John Albitre:

- Addressed the City Council regarding new development on the former swap meet property. He strongly suggested that before any permits are pulled that new curb, gutters and a block wall be added to the development.

Mayor Tercero closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to 1) Introduce the attached Ordinance No. 1083 and Ordinance No. 1084, amending Title 18 of the Pico Rivera Municipal Code adding state required provisions as adopted in the 2014-2021 Housing Element and minor changes to development standards; and 2) Adopt the Resolution No. 6747 and 6748 approving the zone code amendments, zone reclassification and establishing a fee for a reasonable accommodations application of $70 for minor residential additions and $345 for new structures.

> Ordinance No. 1083 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING TITLE 18, ZONING, OF THE PICO RIVERA ZONING ORDINANCE AMENDING HEIGHT, SIDE SETBACKS, DEFINITIONS AND ADDING THE PROVISIONS FOR DENSITY BONUS, REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT, SINGLE-ROOM OCCUPANCY (SROs), TRANSITIONAL HOUSING,

SUPPORTIVE HOUSING, COMMUNITY CARE FACILITIES, SECOND UNIT DWELLINGS AND THE CREATION OF AN EMERGENCY SHELTER OVERLAY ZONE DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 172 **(FIRST READING AND INTRODUCTION)**

Resolution No. 6747 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AMENDMENTS TO TITLE 18, ZONING, OF THE PICO RIVERA ZONING ORDINANCE PER THE ADOPTED 2014-2021 HOUSING ELEMENT AMENDING DEFINITIONS, HEIGHT, SETBACKS AND ADDING THE PROVISIONS FOR DENSITY BONUS, REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT, ESTABLISHING A REASONABLE ACCOMMODATIONS APPLICATION FEE, SINGLE-ROOM OCCUPANCY (SROS), TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, COMMUNITY CARE FACILITIES, SECOND UNIT DWELLINGS AND EMERGENCY SHELTERS IN THE CITY OF PICO RIVERA DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 172

Ordinance No. 1084 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO ADD THE EMERGENCY SHELTER OVERLAY ZONE TO THE PROPERTIES AS DESCRIBED IN ATTACHMENT "A" ATTACHED HERETO AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 315 **(FIRST READING AND INTRODUCTION)**

Resolution No. 6748 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ADOPTION OF AN EMERGENCY SHELTER OVERLAY ZONE IN AN INDUSTRIAL AREA AS ADOPTED PER THE 2014-2021 HOUSING ELEMENT IN THE CITY OF PICO RIVERA DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 315

Motion carries by the following roll call vote:

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

3. Public Hearing: Zone Code Amendment No. 173, an Ordinance Amending Chapter 18.52 Under Home Occupations and Adding Provisions for Cottage Food Operations. (1300)

Mayor Tercero opened the Public Hearing and noted that there was no written communications or public comment cards to provide public testimony.

Staff provided a PowerPoint presentation regarding AB 1616 which allows the preparation and sale of cottage foods and the regulations that must be followed as provided by the County Department of Public Health.

After a brief discussion amongst City Council, the outcome of the discussion is that the City must comply with state laws. City Manager Bates stated that the City is recommending the implementation of reasonable standards in relation to spacing, concentration, traffic control and noise to mitigate any impacts to residential neighborhoods. Deputy Director Gonzalez added that each cottage food operation is visited by the County on a yearly basis.

Mayor Tercero closed the public hearing.

Motion by Councilmember Salcido, and seconded by Councilmember Armenta to: 1) Introduce attached Ordinance No. 1085, amending Chapter 18.52 to Title 18 of the Pico Rivera Municipal Code adding provisions for cottage food operations; and 2) Adopt Resolution No. 6749 establishing a fee for a cottage food operation application of $110.

> Ordinance No. 1085 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.52 REGARDING HOME OCCUPATIONS AND ADDING PROVISIONS FOR COTTAGE FOOD OPERATIONS **(FIRST READING AND INTRODUCTION)**
>
> Resolution No. 6749 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.52 REGARDING HOME OCCUPATIONS, ADDING PROVISIONS FOR COTTAGE FOOD OPERATIONS AND ESTABLISHING AN APPLICATION FEE IN THE CITY OF PICO RIVERA DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 173

Motion carries by the following roll call vote:

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

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:

David Angelo:

- Addressed the City Council regarding Item No. 6 Sister City Commission. He stated that if he is appointed to the Sister City Commission that he would advocate for a volunteer committee.

CONSENT CALENDAR:

4. **Minutes:**
   - Approved City Council meeting of January 14, 2014;
   - Received and filed Planning Commission meeting of December 2, 2013; and
   - Received and filed Planning Commission meeting of January 6, 2014.

5. **Approved 11th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 260227-260307; 260310-260457
   Special Checks Numbers: 260308-260309

6. **Parks and Recreation; Sister City and Planning Commission Appointments.** (300)

   1. Adopted Resolution No. 6750, 6751 and 6752 approving City Council appointments to the Parks & Recreation Commission, Sister City Commission, and Planning Commission.

      Resolution No. 6750 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: PATRICIA SAUCEDO, RODNEY TORRES, JOSEPH A. PALOMBI, JOHN R. GARCIA, AND CARLOS CRUZ TO THE PARKS AND RECREATION COMMISSION FOR A ONE YEAR TERM SAID TO EXPIRE DECEMBER 2014

      Resolution No. 6751 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: GUSTAVO CONTRERAS TO THE SISTER

CITY COMMISSION FOR A TWO YEAR TERM SAID TO EXPIRE DECEMBER 2015

Resolution No. 6752 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: WILLIAM PAUL GOMEZ, TOMMY ELISALDEZ, ESTHER CELIZ, RUBEN L. GARCIA, AND FRED ZERMENO TO THE PLANNING COMMISSION FOR A TWO YEAR TERM SAID TO EXPIRE DECEMBER 2015

7. **Supplemental Agreement No. 92-505-12 – Street Sweeping and Bus Shelter Maintenance Services – Nationwide Environmental Services.** (500)

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

8. **West Coast Arborist, Inc. – Authorization of a Change Order for Tree Maintenance Services for FY 13-14 under Agreement No. 05-938.** (500)

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

9. **Sidewalk Improvements, CIP No. 21271 – Authorization to Bid.** (500)

1. Approved Plans, Specifications and Estimate (PS&E) for Sidewalk Improvements, CIP No. 21271; and
2. Authorized the City Clerk to publish the Notice Inviting Bids; and
3. Approved the Notice of Exemption for the subject project and authorized the City Clerk to file with the County Recorder.

10. **Traffic Safety Improvements Citywide, CIP No. 21251 – Award Professional Services Agreement for Engineering Services.** (500)

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

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar Items No. 4, 5, 6 and 9. Motion carries by the following roll call vote:

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

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

7. Supplemental Agreement No. 92-505-12 – Street Sweeping and Bus Shelter Maintenance Services – Nationwide Environmental Services. (500)

Mayor Tercero stated that the agenda report reads "due to environmental circumstances beyond the City's control, sweepers are no longer allowed to deposit debris at Whittier Fertilizer" and asked staff to further clarify. City Manager Bates stated that street sweeping waste has been classified as hazardous and must be handled separately from ordinary trash. He stated that the City is no longer able to handle environmentally hazardous waste like Class II trash and that the City needs to comply. Assistant to the City Manager Chavez stated that the City has been depositing street sweeping debris at Whittier Fertilizer and as a result of the increase of debris due to the City changing its street sweeping schedule from bi-weekly to weekly; this increased the quantity of the materials. He stated as a result the materials generate some runoff and that runoff needs to be controlled. Whittier Fertilizer, he stated, has a permit from the County and the State for the collection of green waste materials that is collected through the NASA Services contract. At the request of the County, he stated, NASA no longer collects the waste and in the interim Nationwide Environmental has agreed to collect the material. He stated that the City is currently exploring options to satisfy compliance.

Motion by Mayor Tercero, seconded by Councilmember Armenta to: 1) Approve Supplemental Agreement No. 92-505-12 for Nationwide Environmental Services (NES) to provide for removal and depositing of debris collected during street sweeping on a month-to-month basis for a not-to-exceed amount of $17,000; and 2) Appropriate $120,000 from the General Fund Reserves to the Contracted Services Account 010-4200-44500 for FY 13-14 necessary to fund disposal of street sweeping debris. Motion carries by the following roll call vote:

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

8. West Coast Arborist, Inc. – Authorization of a Change Order for Tree Maintenance Services for FY 13-14 under Agreement No. 05-938. (500)

Mayor Tercero asked for clarification regarding language on labor and maintenance stipulations. City Manager Bates responded that the City is getting a price per tree. The City is buying the tree for a market price, and because West Coast Arborist sees some

potential business in maintaining the tree in the future they are willing to plant the tree at no cost. Public Works Director Cervantes added that in regard to the grant, the City followed its standard process and that this was West Coast Arborist decision.

Councilmember Armenta asked if the trees need to be planted by March or if the money needs to be expended by March, to which Director Cervantes stated that the money must be spent by March. He further stated that the City will be proactive in contacting residents in advance of planting trees to make sure the resident wants the tree.

Motion by Mayor Tercero, seconded by Councilmember Armenta to: 1) Authorize the City Manager to approve a change order to Purchase Order No. 31521 in an amount not to exceed $99,000 which is necessary to direct West Coast Arborists to plant 2,000 trees under Agreement No. 05-938, and in accordance with the scope or work and fee proposal attached as Enclosure No. 1; and 2) Appropriate $99,000 in "Green Trees for the Golden State Program Grant Funds" to the Street Maintenance Contracted Services Account (010-4200-44500), under Tree Care Services. Motion carries by the following roll call vote:

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

10. Traffic Safety Improvements Citywide, CIP No. 21251 – Award Professional Services Agreement for Engineering Services. (500)

Councilmember Armenta asked why the lowest bidder was not selected for the project. Public Works Director Cervantes stated that this project is federally funded and that the consultant selection process was followed that has been established at the federal, state and local level. Selection, he stated, is based on the most qualified and not the cost. Councilmember Camacho shared his concerns with the cost and reiterated that staff could not deviate from the process with the Public Works Director concurring with his statement.

Councilmember Archuleta asked who assembled the panel with Director Cervantes stating that he selects the panel, and depending on the project, it could be the project engineers. He stated that each project has a different panel based on the panel having the proper qualifications for the type of project that is before them.

Councilmember Armenta suggested that when a project is federally funded that the process be stated upfront in order to alleviate further discussion on the process.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Award a Professional Services Agreement to JMD to provide engineering design services for Traffic Safety Improvements Citywide, CIP No. 21251, for an amount not-to-exceed $83,077, and authorized the Mayor to execute the Agreement in a form approved by the City Attorney; and 2) Appropriate $23,077 in Prop C funds to the Traffic Safety Improvements, Safe Routes to School Infrastructure Project, CIP. 21251. Motion carries by the following roll call vote:

Agreement No. 14-1454

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

LEGISLATION:

11. Bug House Property – 8841 East Slauson Avenue. (1600)

City Manager Bates stated that the property has lain fouled for many years and is owned by the County. He stated that the property needs clean up and that staff has been working with Supervisor Molina's office looking at all possible options to bring the property under City control and develop some quality housing on that site.

Community and Economic Development Director Martinez provided information in regard to affordable housing for low-income veterans and different conceptual designs.

City Manager Bates stated that staff has met with Habitat for Humanity and a number of the state financing agencies including the veterans with an emphasis that it is a top priority that staff want to provide quality housing.

Mayor Pro Tem Salcido stated that any opportunity the City has to add to the housing inventory to the community must be step-up housing.

Councilmember Archuleta asked if the City Council has a say in the process with City Manager Bates stating that if City Council is not happy with the proposed project, the City does not have to move forward with it.

Mayor Tercero inquired about funds coming from the Successor Agency with City Manager Bates stating that the Successor Agency owes the general fund housing money and that is how the City would retrieve the money back into the general fund.

Assistant City Manager Matsumoto added that state law AB 1484 provides for the low mod housing, the SERAF loans, to be repaid with future Successor Agency revenues. For further clarification, City Attorney Alvarez-Glasman stated that one of the elements of the redevelopment reform was to promote affordable housing. He added although there is no guarantee that the Department of Finance will approve funding, the process that would follow if City Council gives staff direction is to present a proposal to the Successor Agency, which carries over to the Oversight Board, and then it would go to the State Department of Finance. City Attorney Alvarez-Glasman stated if for whatever reason the funding is not approved, the project does not move forward. He further stated that developers are aware of the current status of redevelopment and affordable housing in California, and any agreement that the City would draft for a developer would always give the City that out that in the event it is not approved for funding through the Successor Agency/Oversight Board/Department of Finance process, the City would not have a project. Mayor Tercero stated that he would like that language included in the agreement.

Mayor Pro Tem Salcido asked if low-moderate housing is the only way the City could obtain funding, with City Manager Bates stating that low-moderate housing is the only way the County will release the property. Mayor Pro Tem Salcido suggested waiting on developing this property for better circumstances, with City Manager Bates responding that the challenge with the property is that it is contaminated and that it will be difficult to get the market value because of the condition that the property is currently in.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Accept and file report; and 2) Direct staff to prepare and issue a Request for Qualifications/Proposals (RFQ/P) to seek qualified developers to build an affordable housing development for low-income veteran families. Motion carries by the following roll call vote:

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

NEW BUSINESS:

Councilmember Armenta asked for staff to report on the state's position for the banning of plastic bags at the City Council meeting of February 11, 2014. He also requested that staff prepare a proclamation for Sheriff Lee Baca and to start the preparation plans for a farewell party for City Manager Bates.

Councilmember Salcido addressed his concern for the number of accidents at Paramount Boulevard and Mines/Dunlap Crossing Road and asked staff to investigate further warning measures. Public Works Director Cervantes stated that center medians will be placed in the area of concern down Paramount Boulevard with the hope of curtailing collisions. Mr. Salcido also asked that staff look into a Farmer's Market and suggested that an Ad Hoc Committee be formed to address the issue. Mayor Tercero appointed himself and Councilmember Salcido to the Farmer's Market Ad Hoc Committee.

Councilmember Camacho asked for an update on the Fast 5 Carwash. Community and Economic Development Director Martinez stated that the plan check took longer than expected but that progress is being made on the development. Mr. Camacho asked staff to research the property along the brick wall (driveway) where criminal activity could take place and asked how the Sheriff's Department is handling these public safety issues. Lt. Valdez responded that the PSP team has been directly involved and has been able to establish a couple of new informants in the complex and that there has been recent probation parole searches to weed out the bad element. Mr. Camacho reiterated his concern for criminal activity in the area and how it could affect the new car wash business Fast 5. He also asked staff to take a look at a left turn pocket sign on Beverly Boulevard that was knocked out in a traffic accident.

Councilmember Archuleta requested that staff look into changing parking signage at the parks (Smith Park), particularly on Sundays, to allow patrons to park in designated staff parking stalls and asked that the Sheriff's Deputies patrol Rivera Middle school for traffic congestion. He also asked when the construction project will begin on Whittier Boulevard going from Passons westbound. Public Works Director Cervantes stated that the project on Whittier Boulevard is under design and that construction would start sometime during the summer.

Mayor Tercero asked for staff to report on the City's current recycling rates and for an update on a food waste pilot program with commercial or restaurant type businesses.

OLD BUSINESS:

Councilmember Camacho asked for staff to provide an update on the façade rehabilitation project. Community Development and Economic Director Martinez stated that the La Cocina on Durfee Boulevard has been completed and the next project that is out to bid is Farmer and Grower's shopping center on Beverly Boulevard. Mr. Camacho suggested that the City Council continue to receive the Sheriff's Department

monthly/bi-monthly Public Safety report regarding crime statistics that he requested when he was Mayor.

Mayor Tercero requested that staff provide a place marker on the agenda for intergovernmental agency reports from City Council's attendance at agency board meetings.

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

Charlene Dimas-Peinado, President of the Chamber of Commerce:

- Addressed the City Council regarding projects that the Chamber of Commerce has participated in and on upcoming events. She invited staff and City Council to the upcoming Valentine Casino night on February 13th at the A Mi Hacienda. The proceeds from this event she stated will go to the PRIDE program sponsored by the Sheriff's Department.

Celia Galindo:

- Addressed the City Council regarding an invitation to a fundraiser at Shakey's Pizza on February 27th for the libraries.

Mary Ann Bakotich, Executive Director of the Chamber of Commerce:

- Addressed the City Council to speak about the upcoming Casino night and to invite local businesses to join the Chamber and to the fundraiser on February 13. She also mentioned the Chamber's involvement in neighboring cities Farmer's Markets and that Chamber members may be able to provide some input to the Ad Hoc Committee.

Martha Paez:

- Addressed the City Council regarding accidents on Paramount Boulevard and Dunlap Crossing.

Recessed into Closed Session at 8:15 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:25 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION(S):

a. **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 stated that direction was provided, no action was taken and that there was nothing further to report.

ADJOURNMENT

Mayor Tercero adjourned the City Council meeting at 8:26 p.m. There being no objection it was so ordered.

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

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated January 28, 2014 and approved by the City Council on February 11, 2014.

_____
Anna M. Jerome, City Clerk

Approved as submitted
February 3, 2014

PLANNING COMMISSION | MINUTES

Tuesday, January 21, 2014

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

STAFF PRESENT:
Ben Martinez, Director
Julia Gonzalez, Deputy Director
Scott Nichols, City Attorney

ROLL CALL:

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

ABSENT: None.

FLAG SALUTE: Led by Commissioner Garcia

APPROVAL OF MINUTES:

January 21, 2014

Motion to approve the minutes was made by Commissioner Martinez and seconded by Commissioner Celiz:

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

PUBLIC HEARING:

ZONE CODE AMENDMENT NO. 173, AN ORDINANCE AMENDING CHAPTER 18.52 UNDER HOME OCCUPATIONS AND ADDING PROVISIONS FOR COTTAGE FOOD OPERATIONS

Deputy Director Julia Gonzalez presented the staff report.

Deputy Director Gonzalez stated that AB1616 went into effect in January 2013 and

requires that cities approve the preparation and selling of cottage foods in all residential zones. Cottage foods are non-refrigerated foods such as breads, biscuits, and fruit tamales that are considered non-hazardous. She stated that the law was passed in 2012 when the LA Times wrote a story on Mark Stambler, a Loz Feliz resident who was cooking breads from his backyard brick oven. The LA County Department of County Health shut down the operation the next day and Assemblyman Mike Gato became involved and sponsored the bill. The law requires that cottage food operators to register or obtain a permit and take a food preparation course. The law limits the City's land use control to parking, concentration, noise and traffic. Deputy Director Gonzalez stated that the draft ordinance contains a series of standards to help mitigate impacts in residential zones. The standards include hours of operation and delivery, sufficient parking, no waiting outside, an operation needs to be 1,000 feet apart from another operation, outdoor storage is prohibited, onsite advertising is prohibited, onsite dinning is prohibited and tenants must obtain permission of property owners. Deputy Director Gonzalez stated that this is state law and if the ordinance is not adopted, the law would still be in effect.

Chairperson Elisaldez moved to open the public hearing.

Commissioner Garcia asked if residents could have up to ten relatives working at the home.

City Attorney Nichols answered that residents could have family members working at the home based business and one employee.

Commissioner Garcia commented that since the home based business will only be inspected once a year, the operators may switch the quality or type of ingredients in the food from the time of the initial inspection.

Commissioner Zermeno asked if the operator would need to report income taxes and obtain a business license. Commissioner Zermeno also had concerns with drug dealers using the cottage food business as a front to disguise their illegal activities.

Deputy Director Gonzalez responded that operators would have to report their income taxes and obtain a business license.

Commissioner Garcia agreed that the law would allow drug dealers to disguise the business with cars and traffic coming in and out of the home.

Deputy Director Gonzalez clarified that the City could go out to inspect a residence an unlimited amount of times if a complaint is received. The county conducts an annual

inspection.

Commissioner Celiz asked who would go out to conduct the complaint inspections.

Deputy Director Gonzalez responded that if it was an illegal activity complaint that the Sheriff's Department would go out, and if it was a land use or traffic it would be code enforcement.

Commissioner Celiz asked staff to confirm if the City was required to allow these businesses and if the ordinance contains standards specific to the City.

City Attorney Nichols responded that the City must allow these types of businesses if they meet the standards of the City.

Chairperson Elisaldez stated that this is state mandated and the City must attempt to regulate these types of businesses.

Director Martinez stated that the standards contained in the draft ordinance was a good start and after a year or two staff can review the history of the business complaints and possibly amend the ordinance if needed.

Commissioner Martinez asked if the Commission could discuss the issue further at a later date.

Deputy Director Gonzalez responded that the public hearing was the Commission's opportunity to review, discuss and provide a recommendation to the City Council. Deputy Director Gonzalez conducted research of existing ordinances of other major cities and the draft ordinance presented is a compilation of the standards. The state law says staff can include reasonable standards in relation to traffic, spacing, concentration, and noise.

Commissioner Martinez commented that staff may need to amend the ordinance from time to time.

Commissioner Garcia stated that staff should recommend tighter restrictions in regards to inspections. Staff should consider that some people will use the law as an opportunity to conduct illicit activity. Commissioner Garcia also recommended that the operators allow the opportunity to conduct surprise inspections.

Chairperson Elisaldez asked if surprise inspections were allowed.

Commissioner Martinez asked if staff could charge fees for additional inspections.

Deputy Director Gonzalez stated that the law allows one inspection per year for Class B permits and an unlimited amount of inspections based on complaints.

Commissioner Zermeno asked if anyone has applied for the permit.

Deputy Director Gonzalez responded that staff has had two people call and inquire, but no one has actually applied.

Chairperson Elisaldez if the $110 fee is a state mandated fee or if the fee was determined by staff. He also asked if the City could incorporate an additional amount to help support surprise inspections.

City Attorney Nichols responded that under California law, the City cannot have any fees that exceed the cost of providing the service.

Deputy Director Gonzalez stated that a Class A regulation for direct sales, meaning they sell from their home or a farmers market. A Class B permit is for indirect sales, meaning they can sell to a supermarket.

Commissioner Zermeno asked if the City could protest and challenge the law.

City Attorney Nichols responded that the City would have to protest the law through the City Council directly to the state legislature.

Chairperson Elisaldez asked if the City could assess a nuisance or complaint fee.

City Attorney Nichols responded that the City could add a fee, but this type of issue may become a problem with feuding neighbors.

Commissioner Celiz stated that the City needs to be careful with how the ordinance is written as it may lead to lawsuits by residents.

Commissioner Garcia recommended to approve staff's recommendation and to revisit the issue in six months.

Director Martinez clarified that staff would return in six months with a progress report, and based on that report, the Commission may consider further action to address any issues.

City Attorney Nichols read the state law which clarified that one full time employee could be allowed, other than family or a household member. City Attorney Nichols recommended staff make minor text changes to the ordinance in relation to parking and employees.

It was motioned to approve the public hearing with the changes from the City Attorney.

Commissioner Celiz motioned to approve the public hearing with the City Attorney's changes, seconded by Commissioner Garcia.

Motioned carried by the following roll call vote:

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

NEW BUSINESS:

Chairperson Elisaldez asked what was going on at the intersection of Passons and Washington Boulevard.

Director Martinez responded that an underground box culvert was being reconstructed by Southern California Edison.

Commissioner Martinez stated that the lights of the entrance sign at Whittier Boulevard and the San Gabriel River bridge were not working.

Commissioner Martinez also stated that at Whittier and Passons Boulevard there was a portion of the sidewalk and curb missing.

Commissioner Celiz stated that yard sale signs and advertisement signs are posted throughout the City's utility poles.

Commissioner Garcia asked for clarification of a home based business.

Deputy Director Gonzalez stated that it is a type of home office. Manufacturing businesses are not allowed to operate from the home.

PLANNING COMMISSION REPORTS:

PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, January 14, 2014.

Deputy Director Gonzalez stated that the porte-cochere ordinance was postponed to the next City Council meeting. The City Council requested that staff draft an ordinance that provided a blanket provision that would allow a porte-cochere in all residential properties subject to a front yard setback of 30-40 feet.

There being no further business the Planning Commission meeting was adjourned at 6:51 p.m.

Tommy Elisaldez, Chairperson

ATTEST:

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

12th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE:	**02/11/14**
TOTAL REGISTER AMOUNT:	**$1,472,730.49**
CHECK NUMBERS:	**260458-260628**
SPECIAL CHECK NUMBERS:	

REGULAR CHECK TOTAL:	**$1,472,730.49**
SPECIAL CHECK TOTAL:	
TOTAL REGISTER AMOUNT:	**$1,472,730.49**

PAYROLL REGISTER P/P 01/10/14 - 01/24/14

Pay Date: 01/30/14

VOID ACH CKS	
	-
VOID CKS	
387258	(113.47)
	(113.47)
Scrap:	
387470	
387472	
387539	
SPECIAL CKS	
387471	113.47
	113.47
CKS	
387473 - 387538	52,923.73
	52,923.73
ACH	
387540 - 387728	254,153.56
	254,153.56
TOTAL	307,077.29

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: February 11, 2014

Subject: SECOND READING – ADOPTION OF ORDINANCE NO. 1082 FOR ZONING CODE AMENDMENT NO. 165 TO THE PICO RIVERA MUNICIPAL CODE

Recommendation:

Adopt Ordinance No. 1082 approving Zoning Code Amendment No. 165.

Fiscal Impact: No impact.

Discussion:

At the meeting of January 28, 2014, the City Council introduced Ordinance No. 1082 for Zoning Code Amendment No. 165 amending Chapter 18 (Zoning) of the Pico Rivera Municipal Code pertaining to the regulations for residential driveway expansions, walkways and porte-cocheres.

Ordinance No. 1082 will become effective 30 days from its adoption.

Ronald Bates

RB:BM:GA:ll

Attachment: Ordinance No. 1082

ORDINANCE NO. 1082

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

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

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

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

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

SECTION 4. The City Council further finds that the proposed amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44.

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

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Table 18.44.040
OFF-STREET PARKING AND LOADING

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

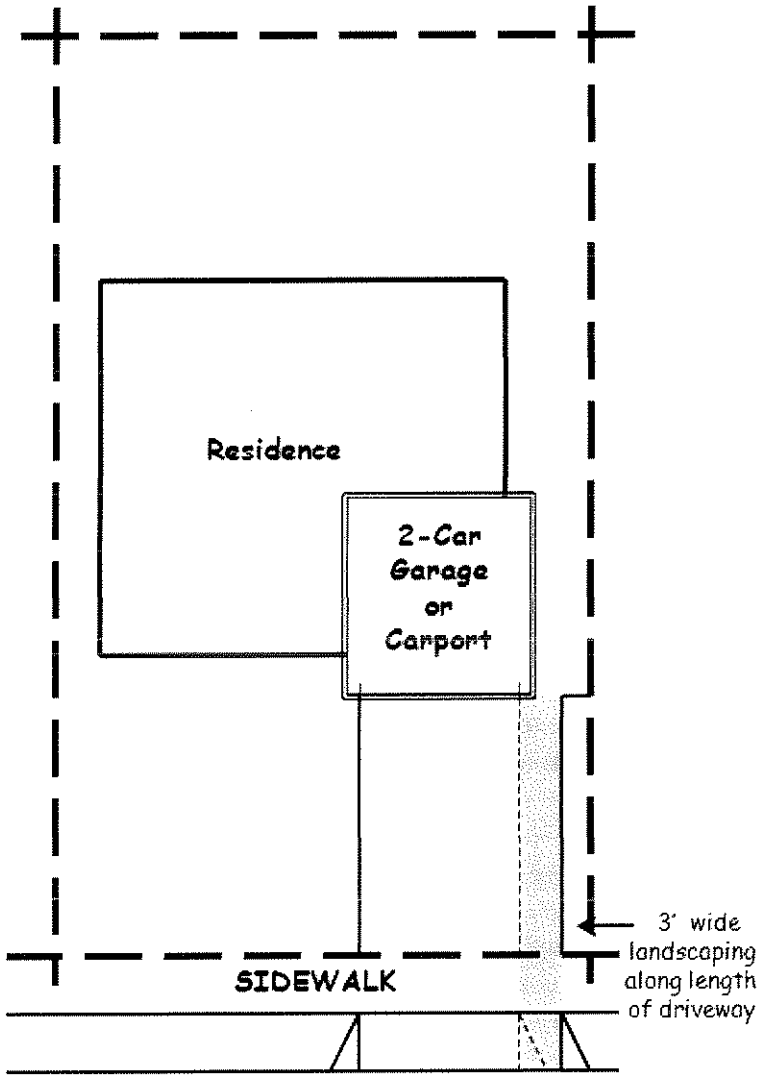
	c. Convalescent, nursing and/or resthomes	*One open parking space for each two beds and/or residents for which the facility's capacity is licensed*	
	d. Mobilehome parks		*Two open parking spaces on each mobilehome site, and one open guest parking space for each four mobilehome sites*
	e. Senior citizen housing		*One parking space for each three dwelling units*
4.	*Other applicable regulations governing off-street parking requirements*	*(1, 2-a, 3, 4-10, 18, 19, 20, 23, 24, 25, 26, 27)*	*(1, 2-a, 3,4, 6-10, 12-20, 23)*

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

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

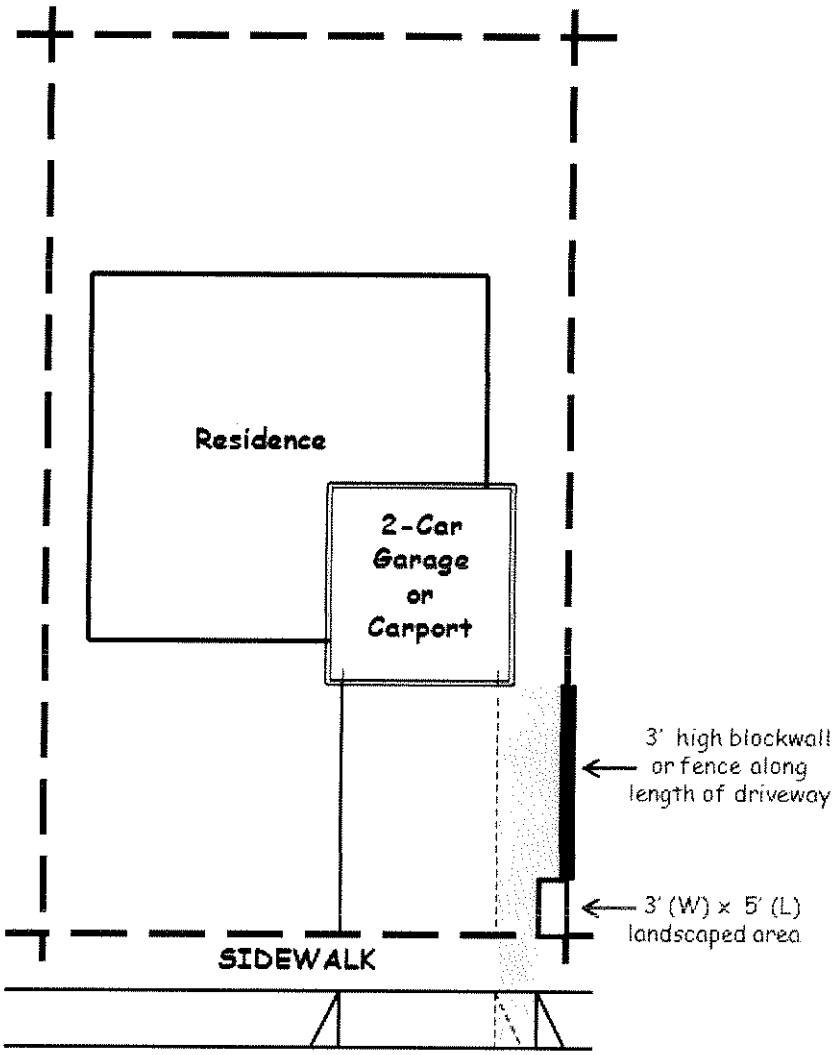
1) The driveway may be expanded between the garage or carport towards the adjoining property line provided that the driveway is separated from the side property line by a landscaped area not less than three feet in width as shown in Figure A, or;

FIGURE A



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

FIGURE B



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

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

5) Driveways serving side loading garages shall maintain a minimum inside turning radius of 15'; and,

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

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

8) In addition to provisions in Section 18.44.050 (B)(Note 2)(a)(iii)(1-7), non-conforming single-family dwellings with a legally permitted attached one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that not more than four feet of the width of the driveway is located within the frontage of the residence as shown in Figure C. Side-loading one-car garages and carports may also expand the driveway to a maximum width of eighteen feet provided that a minimum interior turning radius of 15' is provided,, as shown in Figure D. Corner lots containing a one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that no portion of the driveway nor the approach is located between the points of curvature as shown in Figure E.

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FIGURE C

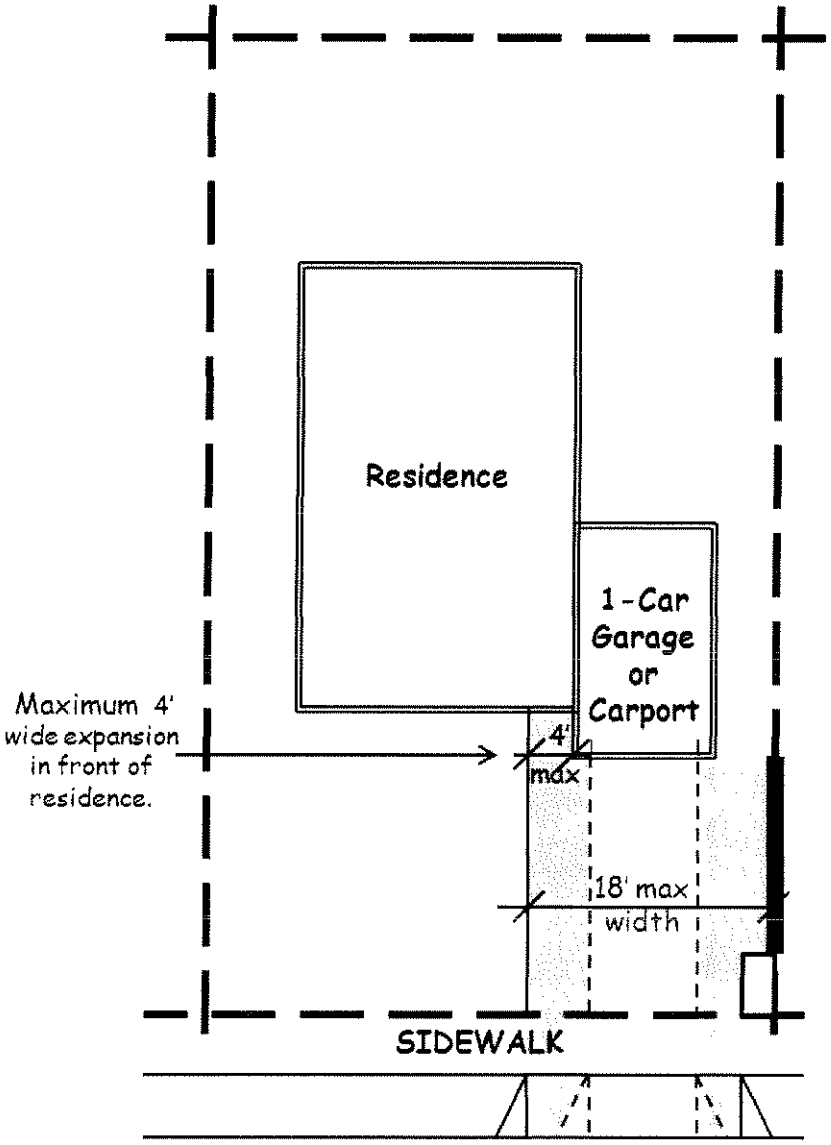

Residence
1-Car Garage or Carport
Maximum 4' wide expansion in front of residence.
4' max
18' max width
SIDEWALK

FIGURE D

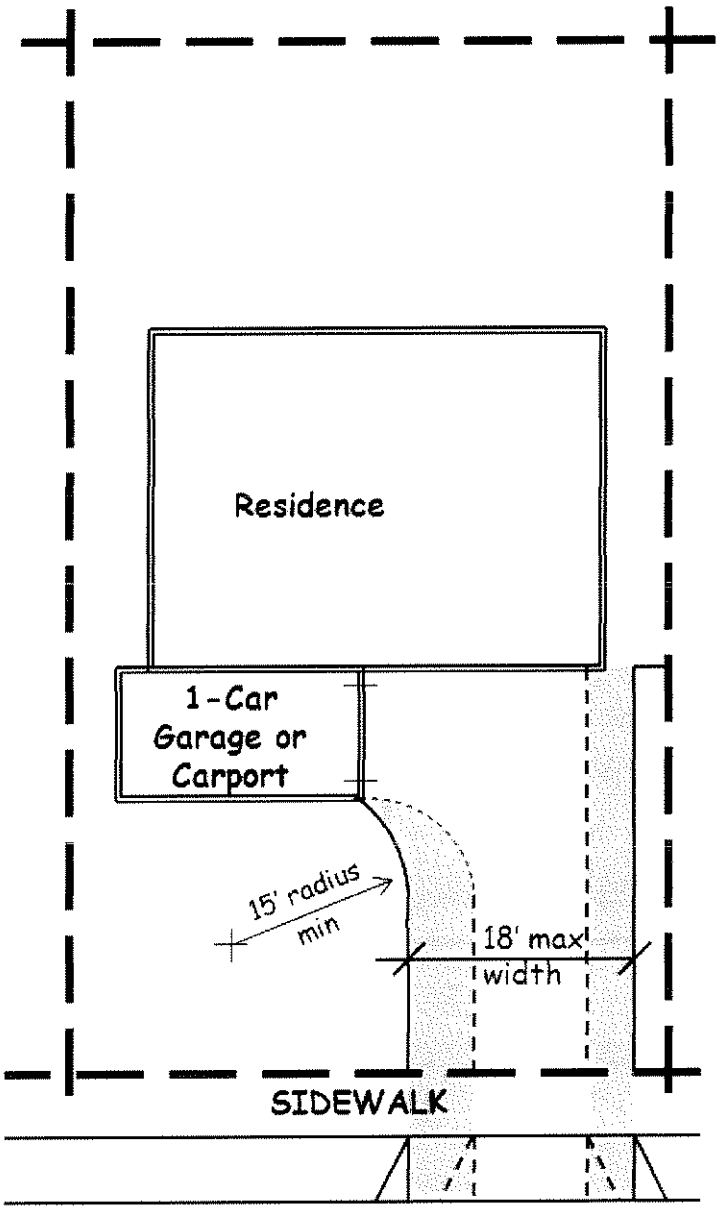
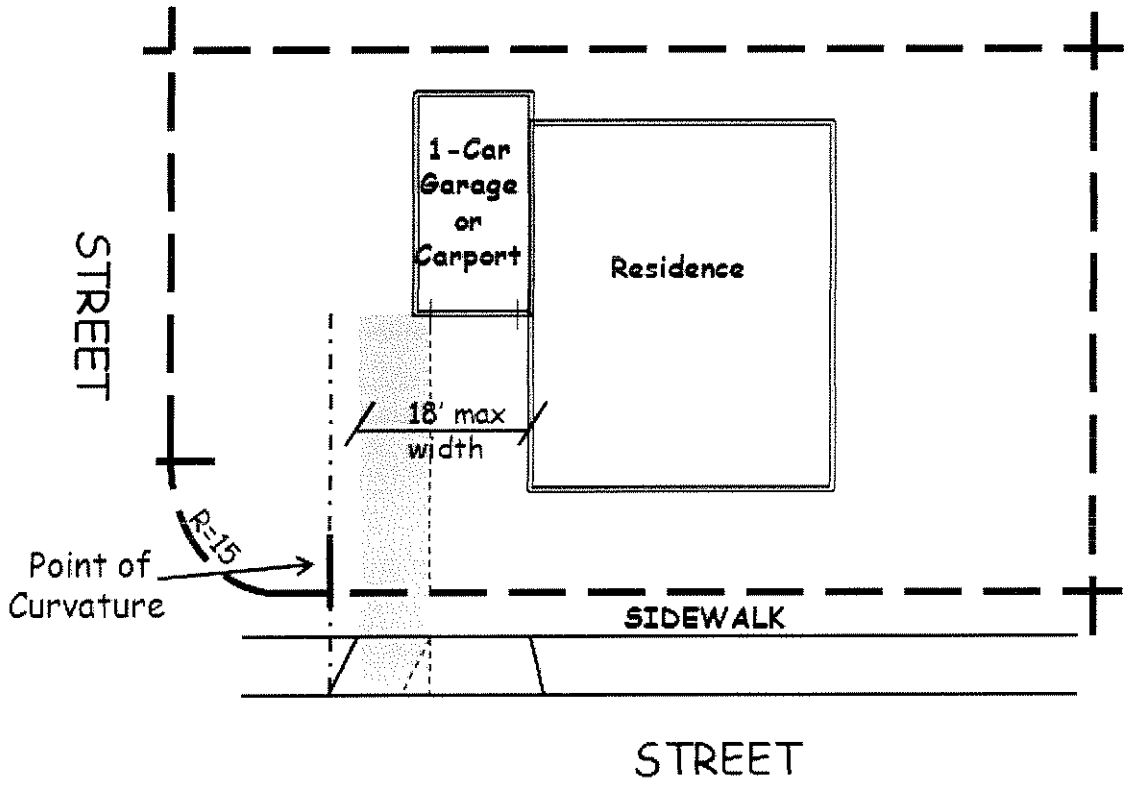

Residence
1-Car
Garage or
Carport
15' radius
min
18' max
width
SIDEWALK

FIGURE E



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

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

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

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

1. *Porte-cocheres must be placed over a driveway which leads to a permitted garage or carport.*
2. *Porte-cocheres must be attached to the residence as follows:*

a. *A porte-cochere must be fully attached to the side of the residence. The porte-cochere may not project beyond the adjacent front porch, as shown in Figure F, or the adjacent street-facing residential building wall, as shown in Figure G, and shall not be located within any required setback area; or,*
b. *Properties with a permitted circular driveway may also place a porte-cochere over the circular driveway if the length of said structure is fully attached to the front of the residence, as shown in Figure H; or,*
c. *Where the existing location of an attached garage makes it impossible to place the porte-cochere attached to the side of the residence, the porte-cochere may be constructed attached to the front of the garage provided that the porte-cochere does not exceed six feet in depth and is not located within any required setback area as shown in Figure I; or,*
d. *A porte-cochere which projects beyond the adjacent street-facing residential building wall may be constructed if such porte-cochere is attached to the residence via a 5' long shared wall and maintains a 40' front-yard setback, as shown in Figure J.*

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FIGURE E

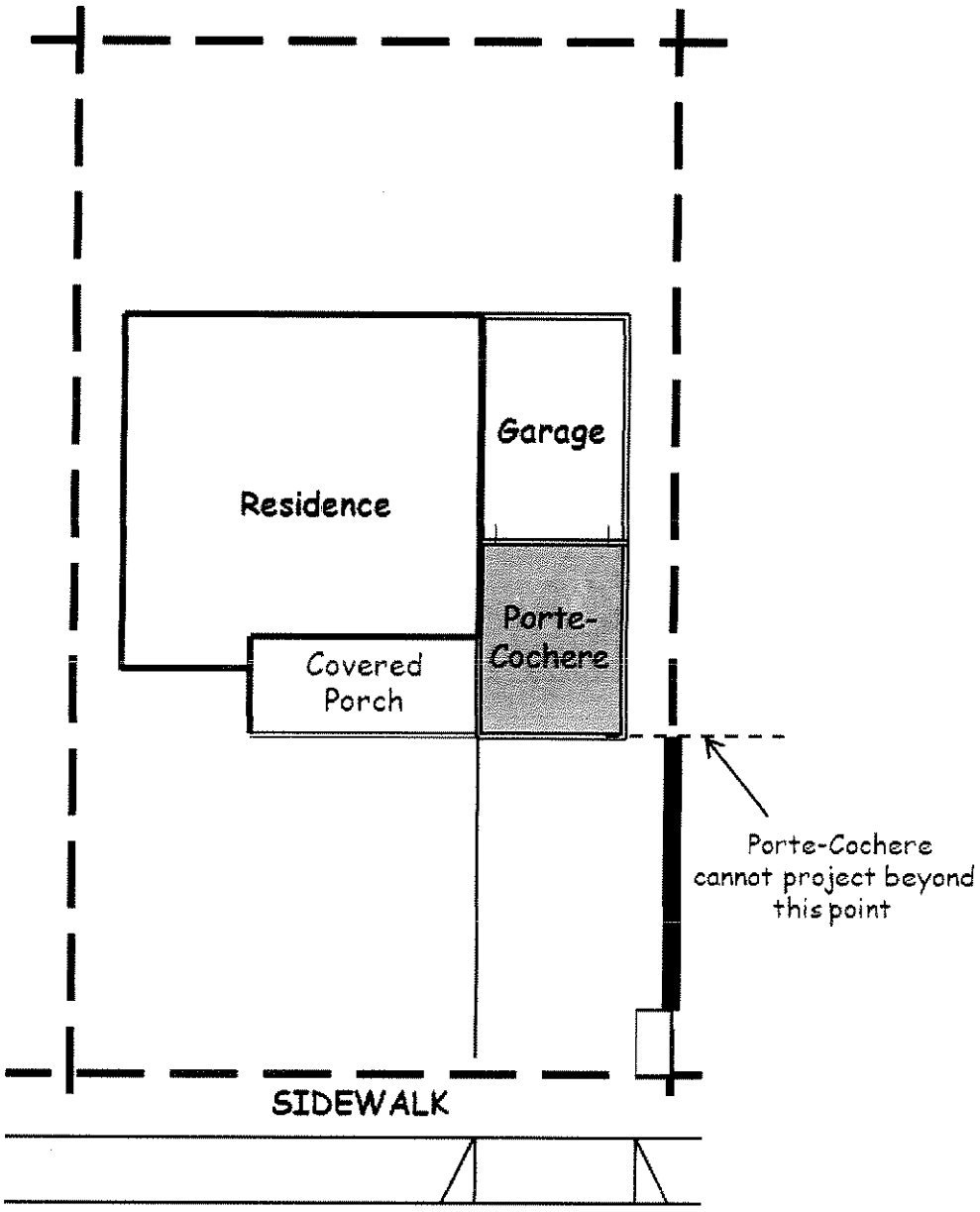

Garage
Residence
Porte-
Cochere
Covered
Porch
Porte-Cochere
cannot project beyond
this point
SIDEWALK

FIGURE G

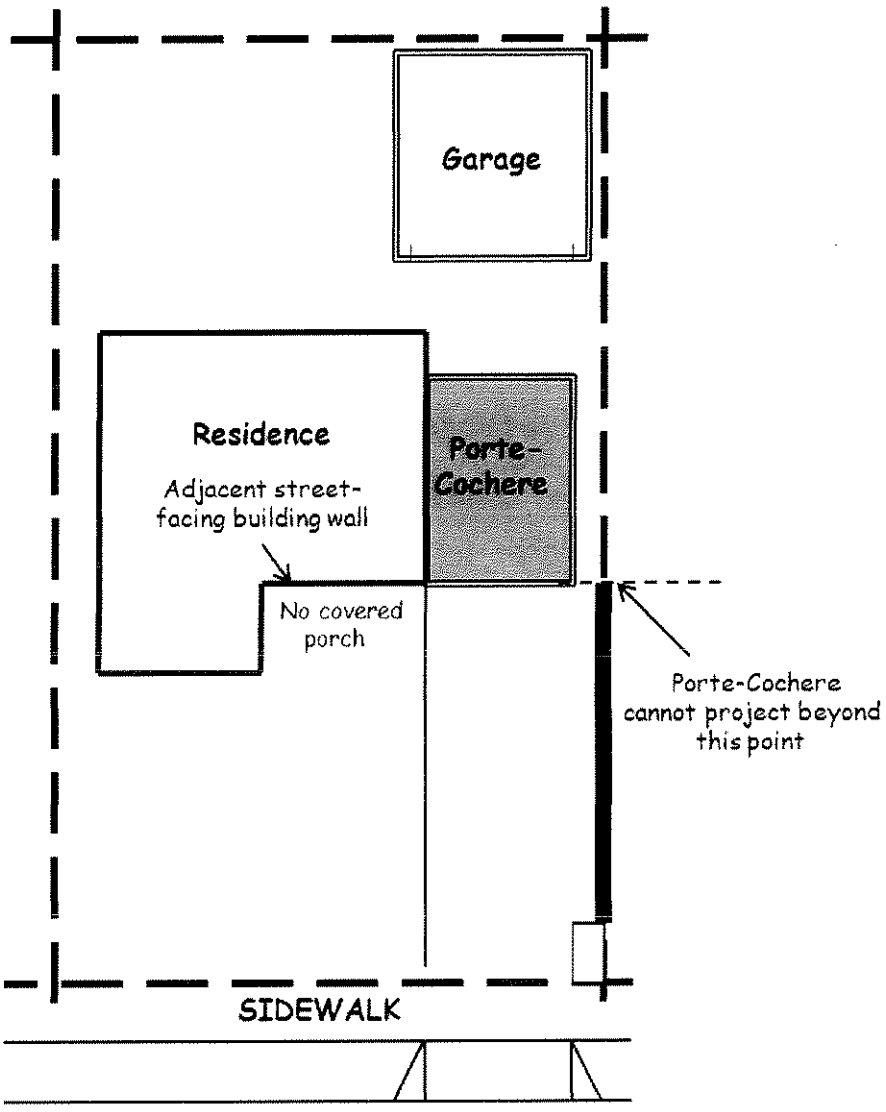

Garage
Residence
Adjacent street-facing building wall
Porte-Cochere
No covered porch
Porte-Cochere cannot project beyond this point
SIDEWALK

FIGURE H

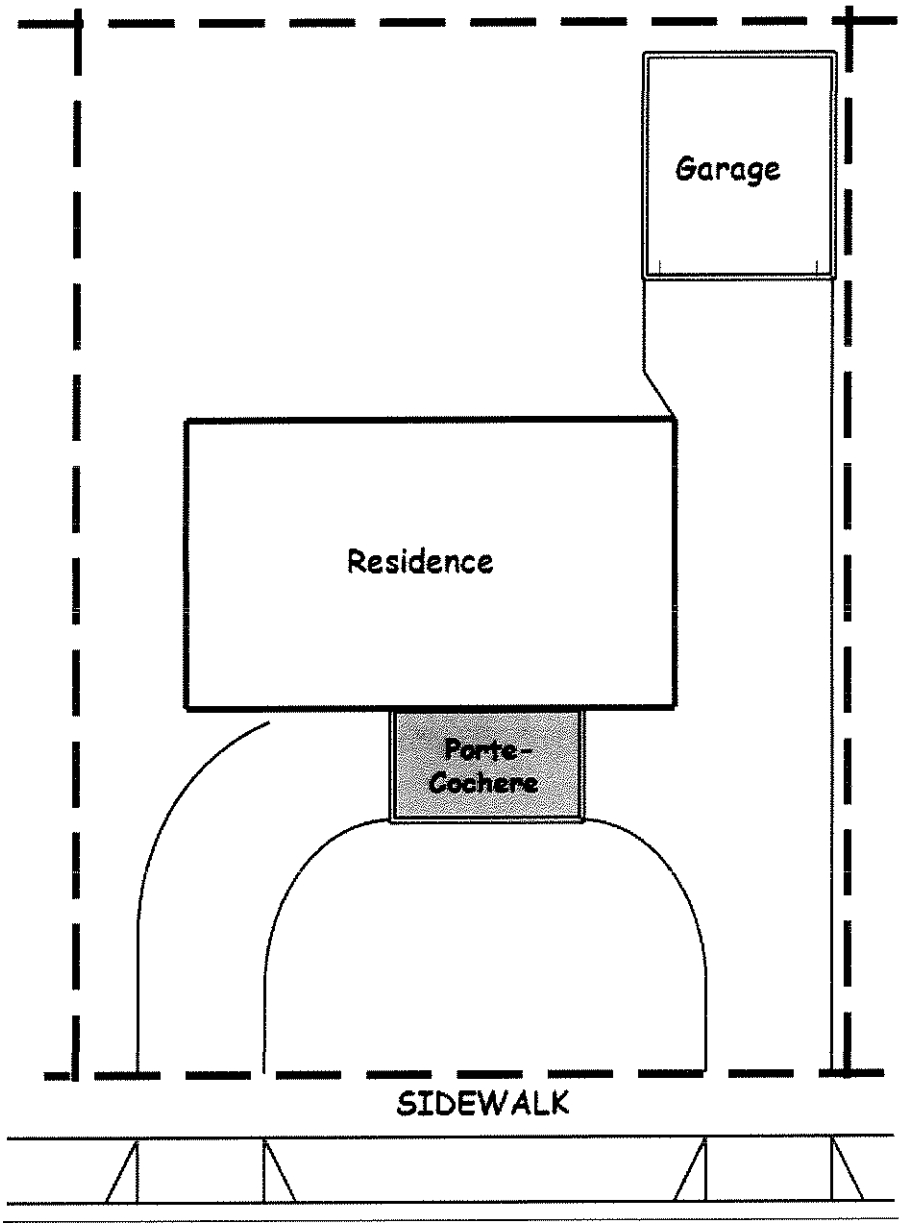


FIGURE I

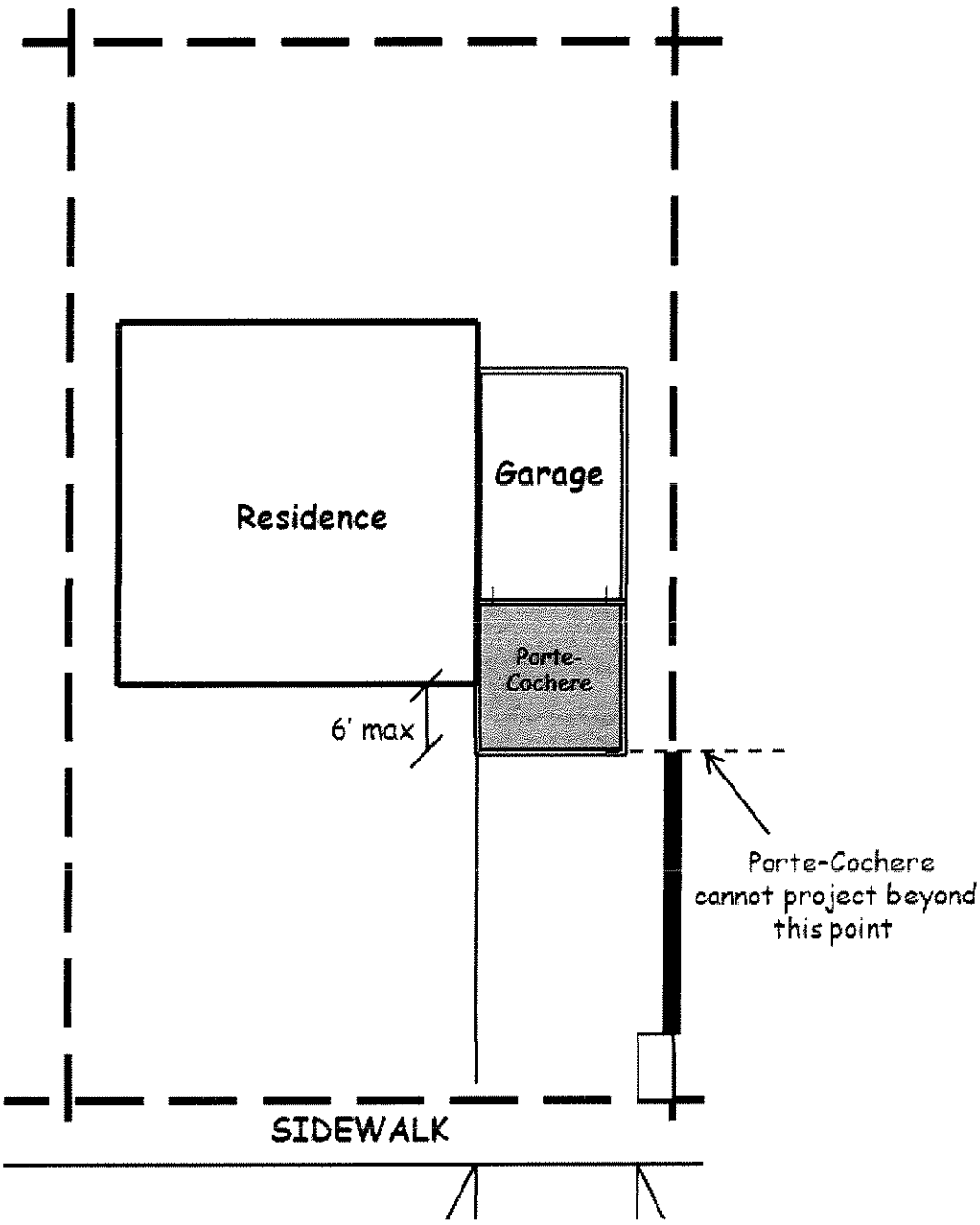
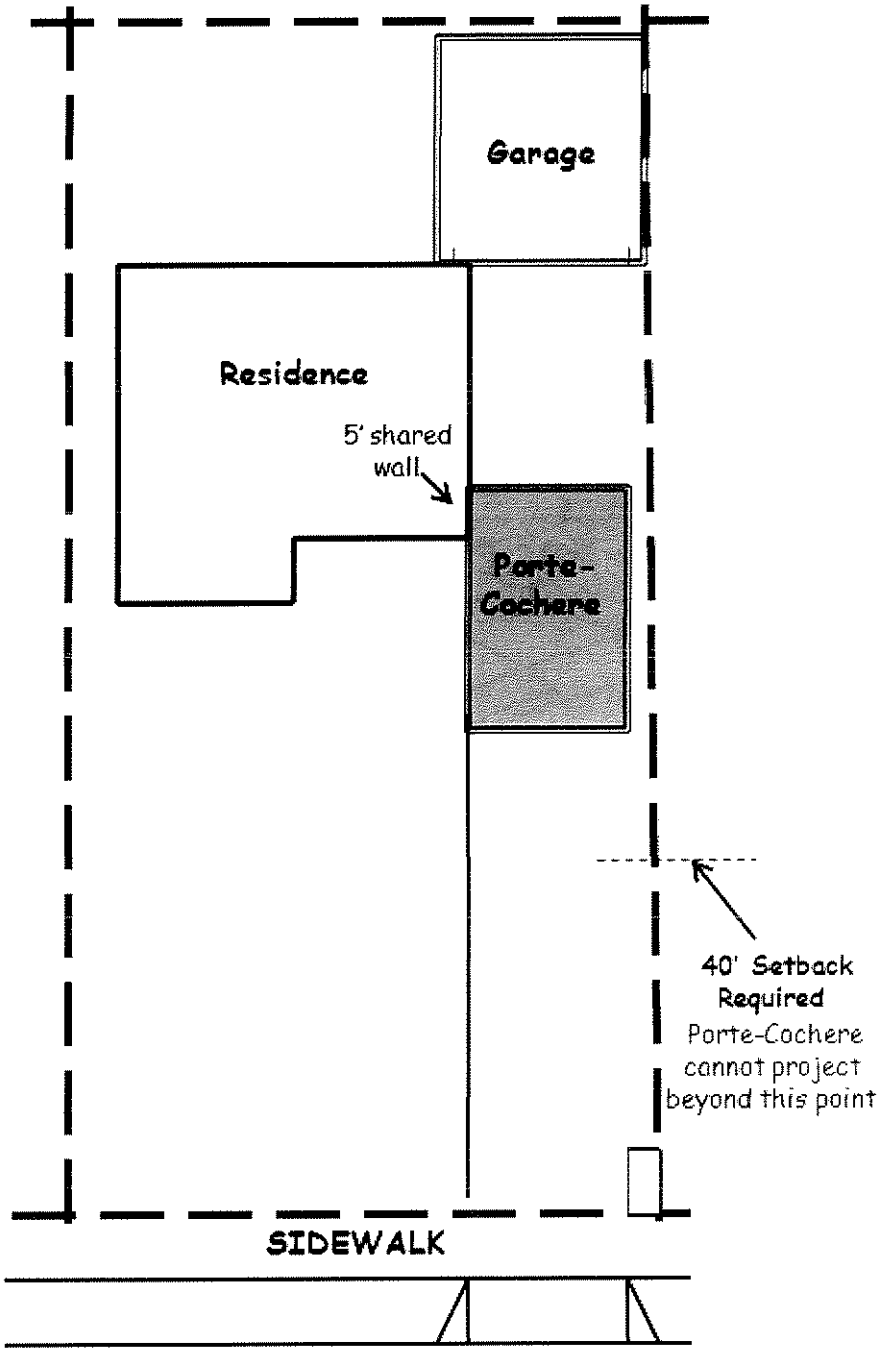

Residence
Garage
Porte-Cochere
6' max
Porte-Cochere cannot project beyond this point
SIDEWALK

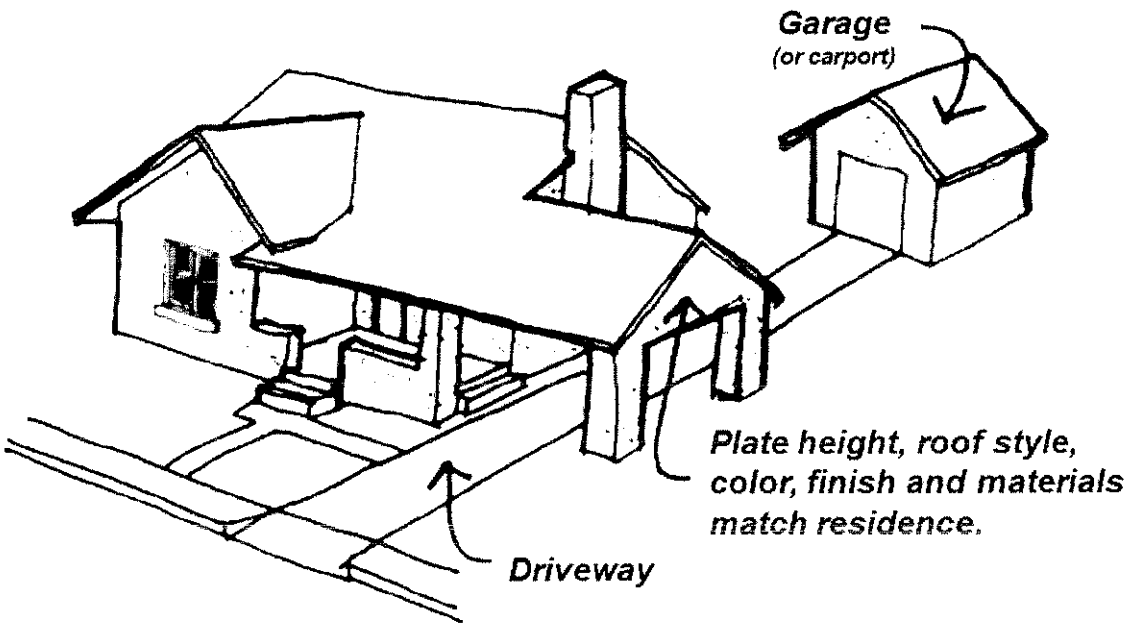
FIGURE J



3. *All porte-cocheres must comply with setback requirements except as permitted in Chapter 18.42.050 (B) Note 27.*
4. *Porte-cocheres must have a minimum width opening of nine-feet, a maximum length of forty feet and a maximum sheltering capacity of two*

vehicles at 9' x 20' per vehicle. The porte-cochere can accommodate the two vehicles in tandem or side-by-side.

5. *The roof style, colors, finish, materials and plate height of the porte-cochere shall match the residence, as shown in the following figure:*



6. *Porte-cocheres shall be limited solely to roof supporting posts or columns and shall not be enclosed nor have any walls except for the common walls of the residence and/or garage. Storage space may be provided within the attic space of the porte-cochere provided that access to the storage area is by means of a pull-down ladder. Said ladder shall remain closed when not in use. Habitable space, storage rooms and/or roof decks cannot be located above the porte-cochere.*
7. *The roof height for a porte-cochere shall not exceed the roof height of the dwelling.*
8. *Metal or plastic supporting columns are not permitted unless encased with masonry, wood or other decorative and compatible treatment so as to match the residence.*
9. *Porte-cocheres shall be used solely for the shelter of operable vehicles and shall not be used for the storage or shelter of any articles, furniture or other property.*

SECTION 9. Section 18.42.050 (B) Note 27 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

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

a. Arbor-type entry structures constructed or erected over driveways or other similar-type architectural features not exceeding sixteen feet in height;

b. Cornices, roof eaves, belt courses, sills, buttresses, bay windows, or such other similar architectural features;

c. Fireplace structures not exceeding a width greater than twelve feet, measured parallel with the wall or portion thereof of which it is or forms a part;

d. Stairways and balconies, open-roofed porches, platforms, walkways, and such other similar features. Walkways not exceeding ~~six~~ four-feet in width may be extended to the front property line. Walk-ways shall maintain a ~~six~~ three-foot landscaped setback from an existing driveway or a ~~three~~ one-foot setback if a raised planter is constructed of decorative block or brick between the entire length of the driveway and the walkway. The raised planter shall be permanently mounted onto the ground and must be a minimum of ~~three feet~~ one-foot in width and one-foot in height. Walkways located directly adjacent to a driveway shall consist of decorative paving materials such as brick, scored or tinted concrete, aggregate concrete or other impervious materials so as to clearly distinguish the walkway from the driveway. Such pavers shall be used either as a decorative border or throughout the entire walkway area. Non-permanent or moveable pavers such as stepping stones, pebbles and river rocks are not permitted adjacent to a driveway. Parking is not permitted on any portion of the driveway.;

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

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

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

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

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

Side yards: One foot projection for fireplaces or chimneys.

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

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

i. Porte-cochere structures may encroach up to two-feet into the required interior side-yard setback of single-family zoned lots, inclusive of the overhang. Porte-cochere structures may also project up to six-feet into the required front-yard setback if attached to a permitted front porch. In such cases, the porte-cochere shall maintain the same setback as the front porch but shall not project more than six feet into the required front-yard setback.

SECTION 10. Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

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

[Signatures on following page]

APPROVED AND ADOPTED this _____ day of _____, 2014 by members of the City Council of the City of Pico Rivera, voting as follows:

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glassman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: February 11, 2014

Subject: SECOND READING – ADOPTION OF ORDINANCE NO. 1083 & 1084 AMENDING TITLE 18, ZONING, OF THE PICO RIVERA ZONING ORDINANCE PER THE ADOPTED 2014-2021 HOUSING ELEMENT DESIGNATED AS ZONE CODE AMENDMENT NO. 172 AND ZONE RECLASSIFICATION NO. 315

Recommendation:

Adopt Ordinance No. 1083 and 1084 amending Title 18, *Zoning*, of the Pico Rivera Zoning Ordinance per the adopted 2014-2021 Housing Element designated as Zone Code Amendment No. 172 and Zone Reclassification No. 315.

Fiscal Impact: None.

Discussion:

At the meeting of January 28, 2014, the City Council introduced two draft ordinances amending the zoning ordinance with several text additions as required per state law and as referenced in the adopted 2014-2021 Housing Element. These text additions included language to allow a housing density bonus, reasonable accommodations for the disabled, single room occupancy developments, by-right supportive and transitional housing, by-right second unit dwelling developments, by-right community care facilities for six or less occupants and the establishment and designation of an emergency shelter overlay zone. The amendments also included minor changes of the height requirement in the General-Commercial (C-G) zone from 38 feet to 42 feet and to maintain the interior side yard setback at five feet regardless of the number of building stories to facilitate and encourage development.

Ordinance No. 1083 and 1084 will become effective 30 days from its adoption.

Ronald Bates

RB:BM:JG:ll

Attachments:

1.) Ordinance No. 1083
2.) Ordinance No. 1084

ORDINANCE NO. 1083

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING TITLE 18, *ZONING*, OF THE PICO RIVERA ZONING ORDINANCE AMENDING HEIGHT, SIDE SETBACKS, DEFINITIONS AND ADDING THE PROVISIONS FOR DENSITY BONUS, REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT, SINGLE-ROOM OCCUPANCY (SROs), TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, COMMUNITY CARE FACILITIES, SECOND UNIT DWELLINGS AND THE CREATION OF AN EMERGENCY SHELTER OVERLAY ZONE DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 172

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws;

WHEREAS, comprehensive zoning regulations lie within the police power of the City;

WHEREAS, On October 8, 2013 the City Council adopted the 2014-2021 Housing Element, a plan which promised action via zoning ordinance amendments and text changes in conformity with state law, which included the amendments contained herein;

WHEREAS, in 2004, the California State Legislature enacted SB 1818 revising several aspects of the density bonus law related to the provision of affordable housing (Government Code Section 65915) for which affordable housing projects would be eligible based on the percentage of affordable units provided in a project; requiring localities to offer a minimum of one to three incentives based on the type of affordable housing project; introducing land donations, and inclusion of child care facilities in developments as a means of obtaining a density bonus; and

WHEREAS, state housing law requires jurisdictions to provide density bonuses and development incentives to all developers who propose to construct affordable housing on a sliding scale, where the amount of density bonus and number of incentives vary according to the amount of affordable housing units provided consistent with the provisions of Government Code Section 65915;

WHEREAS, the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodations in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing;

WHEREAS, the City finds it necessary to amend the Zoning Code to add a formal procedure for the granting of reasonable accommodation to persons with disabilities;

WHEREAS, state housing law requires each local government Housing Element to include

an analysis of the special housing needs of the disabled and to identify resources to address the housing need of the disabled which can include local land use and zoning constraints;

WHEREAS, State housing law requires each local government Housing Element to include an analysis of the special housing needs of the disabled, including the developmentally disabled, and to identify resources to address the housing need of the disabled which can include local land use and zoning constraints;

WHEREAS, state housing law requires each local government Housing Element to include the removal of governmental constraints with respect to second dwelling units pursuant to state law; and

WHEREAS, state law requires the ministerial approval of community care facilities with less than seven occupants; and

WHEREAS, state law requires the approval ministerial approval of transitional, supportive and Single Room Occupancy (SROs); and

WHEREAS, the state requires the removal of development of constraints and the City desires to encourage development in General-Commercial (C-G) zoned areas by making minor amendments to the height and interior side setbacks; and

WHEREAS, the City Council of the City of Pico Rivera desires to amend the Pico Rivera Municipal Code as set forth herein.

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

SECTION 1. Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds the environmental impacts of this action were reviewed in the Mitigated Negative Declaration conducted for the 2014-2021 Housing Element Update adopted on October 8, 2013. It can be seen with certainty that there is no possibility that the actions identified herein will have a significant effect on the environment beyond that which was analyzed in the Mitigated Negative Declaration. Therefore, the proposed action is exempt from CEQA.

This proposed action is not a project pursuant to Public Resources Code Section 21080(a) and Section 15002(i) of the CEQA Guidelines, which indicate that CEQA applies to discretionary projects carried out or approved by public agencies. The proposed actions herein are ministerial actions in that the Housing Element requires that the City take the actions identified in the Housing Element as submitted and approved by the California Department of Housing and Community Development.

To the extent that the actions constitute a project, there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b) (3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 2. The City Council finds that the proposed amendments are consistent with the spirit and integrity of the General Plan and the recently adopted 2014-2021 Housing Element, as the purpose of the code is to protect the public health, safety and general welfare of the public.

SECTION 3. Title 18, *Zoning*, of the Pico Rivera Zoning Ordinance is herby amended to redefine family and include a definition for Integrated family, Community Care Facility, Second Unit Dwelling, Emergency Shelter, Integrated Household, Single-Room Occupancy (SRO) Unit, Emergency Shelter, Supportive Housing, Transitional Housing; include provisions for Density Bonus, Reasonable Accommodations under the Fair Housing Act, Single-Room Occupancy (SROs), Transitional Housing, Supportive Housing, Community Care Facilities, Second Unit Dwellings, the creation of an Emergency Shelters Overlay Zone and amend regulations pertaining to height and setbacks.

SECTION 4. Section 18.04.360, *Definitions*, of Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read as follows:

18.04.360 Family.

"Family" means one or more persons related or unrelated, living together as a single integrated household ~~by blood or marriage, or not more than five persons not related by blood or marriage, excluding servants, but living together as a single household~~ in a dwelling unit.

SECTION 5. Chapter 18.04, *Definitions*, of Title 18 of the Pico Rivera Zoning Ordinance is hereby amended to add the following definitions:

18.04.242 Community Care Facility.

"Community Care Facility" means any facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, and includes the types of facilities listed in the California Health and Safety Code Section 1500-1518 (California Community Care Facilities Act).

18.04.332 Dwelling Unit, Second.

"Second dwelling unit" means a second permanent dwelling that is accessory to a primary dwelling on the same site. A secondary unit provides complete, independent living facilities for one or more

persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

18.04.353 Emergency Shelter.

"Emergency shelter" means a facility that provides immediate and short term housing and supplemental services to homeless persons or families. Supplemental services may include food, counseling, and access to other social programs.

18.04.463 Household, Integrated.

"Integrated Household" means one or more persons living together who function as a united group.

18.04.728 Single-Room Occupancy (SRO) Unit.

"Single Room Occupancy Unit" also known as an efficiency unit and considered a type of transitional housing, means housing consisting of single-room dwelling units typically with no more than 400 square feet of habitable space that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both). An accessory structure (i.e. garage) does not qualify as an SRO.

18.04.777 Supportive Housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

18.04.787 Transitional Housing.

"Transitional housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

SECTION 6. Chapter 18.42, *Property Development Regulations*, of Title 18 of the Pico Rivera Zoning Ordinance is hereby amended to include the following:

Article III.

DENSITY BONUS PROVISIONS

Sections:
18.42.140 Intent and Purpose.
18.42.150 Types of Bonuses and Incentives Allowed.
18.42.160 Additional Density Bonus for Donations of Land.

18.42.170 Condominium Conversions.
18.42.180 Childcare Facilities.
18.42.190 General Provisions Governing Density Bonus Calculations.
18.42.200 Incentives and Concessions for Affordable Housing.
18.42.210 Waivers and Modifications of Development Standards.
18.42.220 Parking Incentives.
18.42.230 Standards for Density Bonus Housing Developments.
18.42.240 Application Requirements.
18.42.250 Application Review.
18.42.260 Developer Affordable Housing Agreement.

18.42.140 Intent and Purpose.

This chapter provides incentives for the development of housing that is affordable to the types of households and qualifying residents identified in Section 18.42.150, below. The incentives include the ability to construct up to thirty-five percent (35%) more residential dwelling units than the maximum residential density permitted by the applicable general plan designation and applicable zoning, and other incentives provided by this chapter. In offering these incentives, this chapter is intended to implement the requirements of state law (Government Code Sections 65302, 65913, and 65915-65918 et seq). In enacting this chapter, the City also intends to implement the goals, objectives and policies of the City's General Plan Housing Element to encourage the production of affordable housing in the City.

18.42.150 Types of Bonuses and Incentives Allowed.

A. Very Low And Lower Income Housing And Senior Citizen Housing: Upon written request to the city, an applicant for a housing development is eligible for one density bonus of twenty percent (20%) over the maximum residential density (except in the case of senior citizen housing, as provided below), provided that the applicant agrees to construct the housing development in accordance with one of the following criteria:

1. **Very Low Income Households:** Five percent (5%) of the total dwelling units, excluding any units permitted by the density bonus, are provided at affordable rent or ownership costs to very low income households; or

2. **Lower Income Households:** Ten percent (10%) of the total dwelling units, excluding any units permitted by the density bonus, are provided at affordable rent or ownership costs to lower income households; or

3. **Senior Citizen Housing Development:** For senior citizen housing developments, the density bonus shall be twenty percent (20%) of the number of senior housing units provided.

B. Moderate Income Housing: Upon written request to the city, an applicant for a housing development is eligible for one density bonus of five percent (5%) over the maximum

residential density if the applicant agrees to construct the housing development in accordance with all of the following criteria:

1. At least ten percent (10%) of the total dwelling units, excluding any units permitted by the density bonus, are provided at affordable ownership costs to moderate income households; and

2. The housing development is a common interest project as defined by section 1351 of the California Civil Code; and

3. All of the dwelling units in the housing development are offered for sale to the public.

C. Higher Density Bonus For Greater Contribution Of Affordable Units: Upon written request to the city, an applicant for a housing development that is eligible for a density bonus based upon the contribution of affordable units, may receive a higher amount of density bonus if the percentage of very low, lower, and moderate income housing units exceeds the base percentage established in subsection A or B of this section, as follows:

1. Very Low Income Units: For each one percent (1%) increase above five percent (5%) in affordable units for very low income households, the density bonus shall be increased by two and one-half percent (2.5%) up to a maximum of thirty five percent (35%), as follows:

Table 1: Very Low Income Units	
Percentage of Very Low Income Units	**Percentage of Density Bonus**
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

2. Lower Income Units. For each one percent (1%) increase above ten percent (10%) in the affordable units for lower income households, the density bonus shall be increased by one and one-half percent (1.5%) up to a maximum of theory-five percent (35%), as shown in Table 2:

Table 2: Lower Income Units	
Percentage of Very Low Income Units	**Percentage of Density Bonus**
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35

3. Moderate Income Units. For each one percent (1%) increase above ten percent (10%) in affordable units offered for sale to moderate income households, the density bonus shall be increased by one percent (1%) up to maximum thirty-five percent (35%), as shown in Table 3:

Table 3: Moderate Income Units	
Percentage of Very Low Income Units	**Percentage of Density Bonus**
10	5
11	6
12	7
13	8
14	9

15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32

38	33
39	34
40	35

D. Continued Affordability: Affordable units qualifying a housing development for a density bonus shall remain affordable as follows:

1. Very low income and low income household units shall remain affordable to the designated income group for a minimum of thirty (30) years, or for a longer period of time if required by any construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program applicable to the dwelling units.

2. Moderate income household units shall remain affordable for a minimum of thirty (30) years, or for a longer period of time if required by any construction or mortgage financing assistance program, mortgage insurance program applicable to the dwelling units.

3. Upon resale, the city shall enforce an equity sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The equity sharing agreement shall include the following provisions:

a. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy as defined in subsection D(3)(b) of this section, and its proportionate share of appreciation, as defined in subsection D(3)(c) of this section, which amount shall be used within five (5) years for any of the purposes described in Health and Safety Code section 33334.2(e).

b. The city's initial subsidy shall be equal to the fair market value of the home at the time of the initial sale minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

c. The city's proportionate share of appreciation shall be equal to the ratio of the city's initial subsidy to the fair market value of the home at the time of initial sale.

4. Any contract, deed restriction, or other instrument used to implement the continued affordability pursuant to this section, shall be signed by the applicant and by the city as parties. If the housing development is located in or found by the Pico Rivera Housing Assistance Agency to benefit a previously identified redevelopment project area, such contract, deed restriction, or other instrument shall be signed by the Pico Rivera Housing Assistance Agency as a party or, at the Pico Rivera Housing Assistance Agency's election, the contract, deed restriction, or other instrument shall identify the

Pico Rivera Housing Assistance Agency as an express third party beneficiary with the right to enforce the terms of such contract, deed restriction, or other instrument.

E. Specification of Basis for Density Bonus: Each applicant who requests a density bonus pursuant to this section, shall elect whether the bonus will be awarded on the basis of subsection A.1, A.2, A.3 or B of this section. Each housing development is entitled to only one density bonus, which may be selected based on the percentage of either very low income affordable housing units, lower income affordable housing units or moderate income affordable housing units, or the development's status as a senior citizen housing development.

18.42.160 Additional Density Bonus for Donations of Land.

A. Land Suitability: Upon written request, when an applicant for a tentative map, subdivision map, parcel map, or other residential development approval qualified for a density bonus pursuant to section 18.42.150 of this article also donates land to the city in accordance with this section, the applicant shall be entitled to an additional density bonus. Applicants donating land to the city shall be eligible for an additional fifteen percent (15%) density bonus at the site of the housing development if the donated land is suitable for the construction of very low income units equaling at least ten percent (10%) of the market rate units being constructed for the project. The density bonus provided pursuant to this section shall be in addition to any density bonus granted pursuant to section 18.42.150 of this article, up to a maximum combined density bonus of thirty five percent (35%).

B. Qualification Criteria: To qualify for the additional density bonus described in subsection A of this section, the donation of land must meet all of the following criteria:

1. The tentative map, subdivision map, parcel map, or other residential development must otherwise be subject to a density bonus pursuant to section 18.42.150 of this article; and

2. The land must be transferred no later than the date of the approval of the final subdivision map, parcel map, or housing development application; and

3. The developable acreage and zoning classification of the land being transferred must be sufficient to permit construction of dwelling units affordable to very low income households in an amount not less than ten percent (10%) of the total number of market rate dwelling units in the proposed development (i.e., the proposed development before the addition of any density bonus); and

4. The donated land is at least one acre in size or is large enough to permit development of at least forty (40) units, has the appropriate general plan land use designation, has the appropriate zoning and development standards for affordable housing and, at the time of project approval is, or at the time of construction will be, served by adequate public facilities and infrastructure; and

5. No later than the date of approval of the final map, parcel map, or other development application for the housing development, the donated land must have all of the

applicable permits and approvals (other than building permits) necessary for the development of the very low income housing units on the donated land, except that the city may subject the proposed housing development to subsequent design review to the extent authorized by California Government Code section 65583.2 subsection (i) if the design is not reviewed by the city prior to the time of transfer; and

6. The donated land is subject to a deed restriction ensuring continued affordability of the very low income units consistent with subsection 18.42.150 (D) of this article, which deed restriction shall be recorded upon the donated property at the time of its transfer; and

7. The land will be transferred to the city, the Pico Rivera Housing Assistance Agency, or to a housing developer approved by the city. The city reserves the right to require the applicant to identify a developer and to require that the land be transferred to that developer; and

8. The land is within the boundary of the proposed housing development or within one-fourth (1/4) mile of the boundary of the proposed housing development; and

9. No later than the date of approval of the final map, parcel map, or other development application for the housing development, a proposed source of funding for the construction of the very low income units shall be identified.

C. Additional Density Bonus Based On Greater Suitability Of Land For Very Low Income Housing: For each one percent (1%) increase above the minimum ten percent (10%) in the number of very low income housing units that can be accommodated on the donated land, the maximum density bonus shall be increased by one percent (1%), up to a maximum of thirty five percent (35%), as follows:

Table 4: Land Donation

Percentage Of Very Low Income Units That Can Be Accommodated On Donated Land	**Percentage Of Additional Density Bonus**
10	15
11	16
12	17
13	18
14	19
15	20

16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

18.42.170 Condominium Conversions

A. An applicant for a conversion of existing rental apartments to condominiums is eligible for either a density bonus or other incentives of equivalent financial value, at the option of the city, if the applicant agrees to provide: 1) at least thirty three percent (33%) of the total units of the proposed condominium project to persons and families of low or moderate income as defined in section 50093 of the Health and Safety Code, or 2) at least fifteen percent (15%) of the total units of the proposed condominium project to lower income households as defined in section 50079.5 of the Health and Safety Code, and 3) the applicant agrees to pay for the reasonably necessary administrative costs incurred by the city pursuant to this section.

B. Condominium conversions qualified under subsection A of this section, may receive one of the following, at the city's option:

1. A flat density bonus of twenty five percent (25%) to be provided within the existing structure or structures proposed for conversion, except that a condominium conversion is ineligible for this bonus if the apartments to be converted originally received a density bonus or incentives pursuant to any other provisions of this article or pursuant to California Government Code section 65915. An applicant may choose to implement a lower density bonus.

2. Incentives of equivalent financial value in the form of a reduction or waiver of requirements or fees which the city might otherwise apply as conditions of conversion approval. "Other incentives of equivalent financial value" shall not be construed to require the city to provide cash transfer payments or other monetary compensation to the condominium conversion project or its applicant.

C. The city reserves the right to place such reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value pursuant to this section as it finds appropriate, including, but not limited to, conditions which assure continued affordability of units to subsequent purchasers who are persons and families of low and moderate income or lower income households.

D. Condominium conversions are eligible only for the granting of a density bonus or incentive of equivalent value pursuant to this section, which bonus or incentive may not be granted in addition to, or combined with, any other incentives, concessions, density bonuses or waivers and reductions of development standards pursuant to other sections of this article. Nothing in this section shall be construed to require the city to approve a proposal to convert rental apartments into condominiums.

18.42.180 Childcare Facilities

A. A housing development that is eligible for a density bonus pursuant to section 18.42.150 of this article, and also includes a childcare facility qualified under this section is eligible for either of the following, at the option of the city, if requested in writing by the applicant:

1. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility; or

2. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

B. A childcare facility will only qualify the housing development for an additional density bonus or incentive or concession if it is: 1) located on the premises of, as part of, or adjacent to the housing development, and 2) the housing development is otherwise eligible for a density bonus pursuant to section 18.42.150 of this article. As a condition of approving the additional density bonus for the housing development, the childcare facility must meet all of the following criteria:

1. The childcare facility may be used only for childcare for a period of time that is as long as or longer than the period of time during which the affordable units are required to

remain affordable as stated in deed restrictions and pursuant to subsection 18.42.150(D) of this article; and

2. Of the children who attend the childcare facility, the percentage of children of very low income households, lower income households, or moderate income households shall be equal to or greater than the percentage of dwelling units that are proposed to be affordable to very low income households, lower income households, or moderate income households pursuant to section 18.42.150 of this article.

C. Notwithstanding any requirement of this section, the city shall not be required to provide a density bonus or concession or incentive for a childcare facility if it makes a written finding, based upon substantial evidence, that the community already has adequate childcare facilities.

18.42.190 General Provisions Governing Density Bonus Calculations

A. For the purposes of any provisions in this article, an applicant may elect to accept a lesser percentage of density bonus than that to which the housing development is eligible.

B. When calculating the number of permitted density bonus units, any calculations resulting in fractional units shall be rounded up to the next larger whole number.

C. For the purpose of calculating a density bonus, the dwelling units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the affordable units are located.

D. For the purposes of this article, the "total units" or "total dwelling units" in a housing development does not include those units added by any density bonus.

E. Regardless of the number or extent of affordable units, senior housing, land dedication, childcare facilities or other qualifications for a density bonus provided in any single housing development, no housing development may be entitled to a total density bonus of more than thirty five percent (35%).

Table 5: Density Bonus Summary

Types Of Affordable Units Providing Eligibility For A Density Bonus	Minimum Percent	Bonus Granted	Additional Bonus For Each 1% Increase In Affordable Units	Percent Of Affordable Units Required For Maximum 35% Bonus
Affordable Housing Type:				
Very Low Income	5%	20%	2.5%	11%

Lower Income	10%	20%	1.5%	20%
Moderate Income	10%	5%	1%	40%
Senior Citizen Housing	Qualified development	20% of the units	-	-
Land Donation for Very Low Income Housing	Land donated can accommodate 10% of market rate units, plus housing development qualified for density bonus as an affordable or senior project.	15%	1%	30% of market rate units (assuming housing development provides 5% very low income units)
Condominium Conversions:				
Lower Income	15%	25%[1]	-	-
Low/moderate Income	33%	25%[1]	-	-
Childcare Facility	Housing Development qualifies for density bonus as an affordable or senior project	Square feet in childcare facility[1]		

Note:

1. Maximum of 25 percent bonus for condominium conversions, or an incentive of equal value, at the city's option.

18.42.200 Incentives and Concessions for Affordable Housing.

A. Definition of a Qualified Incentive or Concession. A qualifying project shall be entitled to at least one but no more than three of the following incentives identified by state law:

1. A reduction in the parcel development standards (e.g. coverage, setback, zero lot line and/or reduced parcel sizes, architectural design requirements and/or parking requirements). Development standard means any ordinance, general plan element, specific plan, condition, law, policy, resolution, or regulation. In no case may the city

apply a development standard that will have the effect of precluding the construction of affordable units. A waiver or modification to development standards may be requested by the applicant, and shall be approved unless such waiver or modification creates an adverse impact as described in subsection C(2), below.

2. Approval of mixed use zoning in conjunction with the housing project if nonresidential land uses will reduce the cost of the housing project, and the nonresidential land uses are compatible with the housing project and existing or planned development in the area where the proposed development will be located.

3. Other regulatory incentives or concessions proposed by the applicant or the city that will result in identifiable, financially sufficient and actual cost reductions.

B. Number of Incentives or Concessions. The number of incentives shall be based on the percentage of affordable units in the project:

1. One (1) incentive or concession shall be entitled for projects where at least five percent (5%) of the total units are for very low income households, ten percent (10%) of the total units are for lower income households, or ten percent (10%) of the total units in a common interest development are sold to moderate income households.

2. Two (2) incentives or concessions shall be entitled for projects where at least ten percent (10%) of the total units are for very low income households, twenty percent (20%) of the total units are for lower income households, or at least twenty percent (20%) of the total units in a common interest development are sold to moderate income households.

3. Three (3) incentives or concessions shall be entitled for projects where at least fifteen percent (15%) of the total units are for very low income households, thirty percent (30%) of the total units are for lower income households, or thirty percent (30%) of the total units in a common interest development are sold to moderate income households.

Table 6: Incentives and Concessions Summary

Affordable Units or Category	**Percent of Affordable Units**		
Affordable Housing Types:			
Very Low Income	5%	10%	15%
Low Income	10%	20%	30%
Moderate Income	10%	20%	30%
Maximum incentive(s)/concession(s)[1, 2, 3]	1	2	3

Notes:

1. An incentive or concession may be requested without obtaining a density bonus.
2. Incentives or concessions may be selected from only 1 category (very low, lower, or moderate).

3. No incentives or concessions are available for land donation.

C. Findings to Deny Incentive or Concession. The city shall grant the incentive or concession requested by the applicant unless the city makes a written finding based upon substantial evidence of any of the following:

1. The incentive or concession is not required in order to provide for affordable housing costs or for affordable rents for the restricted units; or

2. The concession or incentive would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate-income households. A specific adverse impact means a significant, unavoidable impact, as provided in written standards, policies, or conditions; or

3. The incentive or concession would be contrary to state or federal law.

D. Exceptions: This section does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city or the waiver of fees or dedication requirements. Nor does any provision of this section require the city to grant an incentive or concession found to have a specific adverse impact.

E. Amendment, Zone Change: The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

18.42.210 Waivers and Modifications of Development Standards.

A. Applicants granted a density bonus pursuant to section 18.42.150 of this article may, by written proposal, seek a waiver, modification or reduction of development standards that would otherwise have the effect of physically precluding the construction of the housing development at the densities or with the concessions or incentives permitted pursuant to this article. The applicant may also request a meeting with the city to discuss such request for waiver and modifications.

B. In order to obtain a waiver or modification of development standards, the applicant shall show that the development standards will have the effect of precluding the construction of a housing development meeting the criteria of section 18.42.150 of this article, at the densities or with the concessions or incentives permitted by this article.

C. A proposal for the waiver or reduction of development standards pursuant to this section shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to section 18.42.200 of this article.

D. The city may deny a request for any waiver, modification or reduction of development standards if the wavier, modification or reduction would have a specific adverse impact.

18.42.220 Parking Incentives.

Upon the written request of the applicant for a housing development meeting the criteria for a density bonus under section 18.42.150 of this article, the city shall not require a vehicular parking ratio that exceeds the following:

A. Zero to one bedroom units: One onsite parking space.

B. Two (2) to three (3) bedroom units: Two (2) onsite parking spaces.

C. Four (4) and more bedroom units: Two and one-half (2 1/2) parking spaces.

Guest parking and handicapped parking shall be included within the maximum number of spaces that may be required. If the total number of parking spaces required for a housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, a housing development may provide onsite parking through tandem parking or uncovered parking, but not through on street parking. For purposes of this article, the parking ratios set forth in this section shall be deemed a concession or incentive available to the applicant under section 18.42.200 of this article.

18.42.230 Standards for Density Bonus Housing Developments.

A. Affordable units qualifying a housing development for a density bonus shall be reasonably dispersed throughout the housing development and compatible with the design of market rate units in terms of appearance, materials, and finished quality. The applicant may reduce the interior amenities and square footage of inclusionary units, provided all units conform to all other requirements of this municipal code.

B. For developments with multiple market rate units containing differing numbers of bedrooms, affordable units qualifying a housing development for a density bonus shall be representative of the market rate unit mix.

C. All building permits for affordable units qualifying a housing development for a density bonus shall be issued concurrently with, or prior to, issuance of building permits for the market rate units, and the affordable units shall be constructed concurrently with, or prior to, construction of the market rate units. Occupancy permits and final inspections for affordable units qualifying a housing development for a density bonus shall be approved concurrently with, or prior to, approval of occupancy permits and final inspections for the market rate units.

18.42.240 Application Requirements.

A. An application for a density bonus, incentive, concession, waiver, modification, or revised parking standard pursuant to this section shall be submitted with the first approval of the housing development and processed concurrently with all other applications required for the housing development.

B. For affordable units qualifying the housing development for a density bonus, the application shall include the following information:

1. A site plan identifying the base project without the density bonus, number and location of all inclusionary units, affordable units qualifying for the project for a density bonus, and proposed density bonus units; and

2. Proposed category(ies) qualifying the housing development for a density bonus; and

3. Level of affordability of all affordable and inclusionary units and proposals for ensuring affordability, if applicable; and

4. A description of any requested incentives, concessions, waivers or modifications of development standards, or modified parking standards.

5. If a density bonus or concession is requested for a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in section 18.42.160 of this article can be made.

6. If the density bonus or incentives of equivalent financial value are based upon a condominium conversion with affordable units or senior citizen housing, the application shall demonstrate that the project meets the qualifications and findings stated in section 18.42.170 of this article.

7. If a density bonus or concession is requested for a childcare facility, the application shall show the location and square footage of the childcare facility and provide evidence that the findings included in section 18.42.180 of this article can be made.

C. Upon submission of the application to the city, the Zoning Administrator or designee shall determine if the application is complete and conforms to the provisions of this article. No application for a first approval for a housing development requesting a density bonus, incentives, concessions, or waivers may be deemed complete unless an affordable housing plan is submitted conforming to the provisions of this article.

D. A request for a minor modification of an approved application may be granted by the Zoning Administrator or designee if the modification is substantially in compliance with the original application and the conditions of approval. Other modifications to the affordable housing plan shall be processed in the same manner as the original application.

18.42.250 Application Review.

A. An application for a density bonus, incentive, concession, waiver, modification, or revised parking standard pursuant to this article shall be reviewed as part of the first approval of the housing development by the approval body with authority to approve the housing development, unless additional review by the planning commission or city council is required. An applicant proposing a housing development pursuant to this article, may submit a preliminary application prior to the submittal of any formal request for approval of a housing development.

B. Within ninety (90) days of receipt of the preliminary application the city shall provide to an applicant, a letter which identifies project issues of concern and the procedures for

compliance. The Zoning Administrator shall inform the applicant that the requested additional incentives shall be recommended for consideration with the proposed housing development, or that alternative or modified additional incentives pursuant to section 18.42.200 of this article shall be recommended for consideration in lieu of the requested incentives. If alternative or modified incentives are recommended by the Zoning Administrator, the recommendation shall establish how the alternative or modified incentives can be expected to have an equivalent affordability effect as the requested incentives.

C. Before approving an application for a density bonus, incentive, concession, waiver, or modification, the approval body shall make the following findings:

1. The housing development is: a) eligible for a density bonus, and/or b) any concessions, incentives, waivers, modifications, or reduced parking standards requested conform to all requirements of this article, and c) supported by a financing mechanism for all implementation and monitoring costs.

2. If the density bonus is based all or in part on dedication of land, the application meets the qualifications and findings stated in section 18.42.160 of this article.

3. If the density bonus or incentives of equivalent financial value are based upon a condominium conversion with affordable units or senior citizen housing, that the application meets the qualifications and findings stated in section 18.42.170 of this article.

4. If the density bonus, incentive, or concession is based all or in part on the inclusion of a childcare facility, the application meets the qualifications and findings stated in section 18.42.180 of this article.

5. If a waiver or modification is requested, the applicant has shown that the waiver, modification or reduction of development standards meets the qualifications and findings stated in section 18.42.210 of this article.

D. If the findings stated in subsection C of this section can be made, and a request for an incentive or concession is otherwise consistent with this article, the approval body may deny a concession or incentive based upon written findings of any of the factors stated in section 18.42.200 of this article for the denial or disqualification of a concession or incentive.

E. If the required findings stated in subsection C of this section can be made, and a request for a waiver or modification is otherwise consistent with this article, the approval body may deny the requested waiver or modification based upon written findings of any of the factors stated in section 18.42.210 of this article for the denial or disqualification of a waiver or modification.

F. Nothing in this section shall be interpreted to require the city to grant an incentive or concession or to waive or reduce development standards if that incentive, concession, waiver, or reduction has a specific adverse impact upon health, safety, or the physical

environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

G. Any decision regarding a density bonus, incentive, concession, waiver, modification, or revised parking standard may be appealed pursuant to Chapter 18.64 of Title 18 of the Pico Rivera Municipal Code. In accordance with state law, neither the granting of a concession or incentive, nor the granting of a density bonus, shall be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.

18.42.260 Developer Affordable Housing Agreement.

A. Applications requesting a density bonus shall agree to enter into a density bonus housing agreement with the city. The terms of the draft agreement shall be reviewed and revised as appropriate by the Zoning Administrator, who shall formulate a recommendation to the planning commission for final approval. A density bonus housing agreement shall be made a condition of the discretionary planning permits for all housing developments pursuant to this article and shall be recorded as a restriction on any parcels on which the affordable units or density bonus units will be constructed.

B. The density bonus housing agreement shall be recorded prior to final or parcel map approval, or, where the housing development does not include a map, prior to issuance of a building permit for any structure in the housing development. The density bonus housing agreement shall run with the land and bind future owners and successors in interest.

SECTION 7. Chapter 18.67, entitled *Requests for Reasonable Accommodations under the Fair Housing Act*, of Title 18 of the Pico Rivera Zoning Ordinance is hereby added as follows:

Chapter 18.67

REQUESTS FOR REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT

Sections:
18.67.010 Purpose of provisions
18.67.020 Applicability
18.67.030 Application Requirements
18.67.040 Approval Process
18.67.050 Findings and Decision
18.67.060 Appeal Determination

18.67.010 Purpose of provisions.

The intent and purpose of this chapter is to provide a formal procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the

application of zoning laws and other land use regulations, policies and procedures, and to establish relevant criteria to be used when considering such requests.

18.67.020 Applicability.

In order to make specific housing available to an individual with a disability, any person may request a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing- related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.
A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This Chapter applies only to those persons who are defined as disabled under the Acts.

18.67.030 Application Requirements.

A. Requests for reasonable accommodation, in a form approved by the Zoning Administrator, together with the appropriate fee, as established by resolution adopted by the City Council, and other required information, shall be filed with the Planning Division.

B. If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval under this Title (including but not limited to a conditional use permit, design review, variance, general plan amendment or zone change), the application shall be submitted and reviewed at the same time as the related applications.

18.67.040 Approval Process.

A. Approval Authority.

1. Administrative Review - The Zoning Administrator or designee has the authority to review and decide upon requests for reasonable accommodation, including whether the applicant is a disabled person within the meaning of this chapter. The Zoning Administrator or appointed designee may refer the matter to the Planning Commission, as appropriate.

2. Planning Commission Review - The Planning Commission has the authority to review and decide upon requests for reasonable accommodation, including whether the applicant is a disabled person within the meaning of this chapter, when referred by the Zoning Administrator or when a reasonable accommodation request includes any encroachment into the front yard setback area, results in a building size increase above what is allowed in the applicable zoning district with respect to height, lot coverage and floor area ratio maximums, or whenever a reduction in required parking is requested.

B. Notice. No advance notice or public hearing is required for consideration of reasonable accommodation requests by the Zoning Administrator. Requests for reasonable accommodation subject to review by the Planning Commission shall require advance notice and a public hearing pursuant to the requirements of Chapter 1.12.

C. Decision. The Zoning Administrator or an appointed designee shall render a decision or refer the matter to the Planning Commission within 30 days after the application is complete, and shall approve, approve with conditions or deny the application, based on the findings set forth in Section 18.67.050. The decision shall be in writing and mailed to the applicant.

If the application for reasonable accommodation involves another discretionary decision, the reviewing body for that decision shall accept as final the determination regarding reasonable accommodation by the Zoning Administrator or an appointed designee, unless the reasonable accommodation request has been referred by the Zoning Administrator or an appointed designee to the Planning Commission for consideration.

If the application for reasonable accommodation is referred to, or reviewed by, the Planning Commission, a decision to approve, approve with conditions, or deny the application shall be rendered within 20 working days after the close of the public hearing, based on the findings set forth in Section 18.67.050.

18.67.050 Findings and Decision

A. Any decision on an application under this chapter shall be supported by written findings addressing the criteria set forth in this subsection. An application under this chapter for a reasonable accommodation shall be granted if all of the following findings are made:

1. The housing, which is the subject of the request, will be used by an individual disabled as defined under the Federal Fair Housing Act and the California Fair Employment and Housing Act.
2. The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Federal Fair Housing Act and the California Fair Employment and Housing Act.
3. The requested reasonable accommodation would not impose an undue financial or administrative burden on the City.
4. The requested reasonable accommodation would not require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning.
5. The requested reasonable accommodation would not adversely impact surrounding properties or uses.
6. There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the City's applicable rules, standards and practices.

B. In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by Subsection (A) above.

18.67.060 Appeal Determination

Any decision on an application under this chapter shall be subject to appeal pursuant to Chapter 18.64 of the Municipal Code.

SECTION 8. Table 18.40.040, *Land Use Chart*, of Title 18 of the Pico Rivera Zoning Ordinance is hereby amended as follows:

	Land Use	**Zone**						
B.	**Residential Uses***	**R-E**	**S-F**	**R-I**	**PUD**	**R-M**	**P**	**E-S**
1.	Accessory buildings and uses	X	X	X	X	X		
2.	Animals, poultry and fowl, keeping of	3	3	3	3	3		
3.	(Unassigned)							
4.	Boardinghouses					2, 4		
5.	Farms, limited to agriculture crops only	2	2					
6.	Guest houses, limited to one only	X	X					
7.	Multiple-family dwellings					76, 35		
8.	Planned residential unit developments				76	76		
9.	Single-family dwellings	6	6	76	76	X		
10.	Two-family dwellings					5		
11.	Senior citizen					76		
12.	Community care facility (≤6 persons)	X	X	X	X	X		
13.	Community care facility (7+ persons)	1	1	1	1	1		
14.	Emergency shelters, up to 20 occupants within City							73
15.	Emergency shelters, more than 20 occupants within City							1,73
16	SRO (Efficiency units)			74		74		
17.	Supportive Housing	X	X	X	X	X		

	Land Use	Zone						
B.	**Residential Uses***	**R-E**	**S-F**	**R-I**	**PUD**	**R-M**	**P**	**E-S**
18.	Transitional Housing	X	X	X	X	X		
17.	Second Dwelling Units	75	75		75			

Notes:
*Refer to zoning administrator determinations, on file in community development department planning division

SECTION 9. Title 18, *Zoning*, of the Pico Rivera Zoning Ordinance is hereby amended to add Chapter 18.39 entitled *Emergency Shelters Overlay Zone*, as follows:

Chapter 18.39

EMERGENCY SHELTERS OVERLAY ZONE

Sections:
18.39.010 Establishment
18.39.020 Intent and Purpose
18.39.030 Applicability-Criteria
18.39.040 Permitted Uses
18.39.050 Property Development Conditions

18.39.010 Establishment.

There is hereby established a zone which shall hereinafter be known as the "E-S Emergency Shelter Overlay Zone," and which shall function and serve as set out in this chapter.

18.39.020 Intent and purpose.

The intent and purpose of the E-S zone is to principally designate, classify, and distinguish certain areas within the city that may best facilitate the development and use of emergency shelters.

18.39.030 Applicability–Criteria.

A. The E-S zone is a land use classification which, in part, assists in the implementation of the land use and housing elements of the general plan. It is a zone classification designed to be applied on selective areas of the community where an emergency shelter can be located and served by accessible public transportation, job centers, and public and community services.

B. Application of the E-S zone must be clearly defined within the scope and purpose of qualifying land for an emergency shelter, and should account for environmental constraints, such as flooding, seismic hazards, chemical contamination, slope instability or erosion that could make building an emergency shelter infeasible.

C. Uses of land which do not qualify and which are not specifically permitted in the E-S zone are hereby expressly prohibited.

18.39.040 Permitted uses.

Regulations governing permitted uses of land in the E-S zone are specifically set forth in Chapter 18.40 of this title.

18.39.050 Property development conditions.

Regulations governing the development of property in the E-S zone are specifically set forth in Chapter 18.40 of this title.

SECTION 10. Section 18.40.050, *Special use conditions and chart notes*, of the Pico Rivera Zoning Ordinance is hereby amended to include the following:

Note 73. Emergency Shelters. Emergency shelters for homeless persons shall be subject to and comply with the following standards and regulations.

a. A single Emergency Shelter for 20 occupants, or a combination of multiple shelters with a combined capacity not to exceed 20 occupants, shall be allowed as a permitted use, consistent with section 65583 (4) (A) of the Government Code. All Emergency Shelters, regardless of the number of occupants, shall meet all applicable development standards applicable to the zoning districts in which they are permitted by-right and minimum standards contained herein below. Any Emergency Shelter with a capacity greater than 20 occupants shall also be subject to the approval of a conditional use permit, as set forth in Chapter 18.56.
b. (i) A single Emergency Shelter for 20 occupants or a combination of multiple shelters with a combined capacity not to exceed 20 occupants shall be allowed as a permitted use per Chapter 18.39. The Emergency Shelter Overlay Zone shall be applied to the area located south of Beverly Boulevard, north of the Union Pacific Railroad, east of Tobias Avenue and west of the San Gabriel River.

b. The facility shall operate on a first-come, first serve basis with clients only permitted on-site and admitted to the facility between 6:00 p.m. and 7:00 a.m. during Pacific Daylight Time, and 5:00 p.m. and 7:00. a.m. during Pacific Standard Time. Clients must vacate the facility by 8:00 a.m. and have no guaranteed bed for the next night. A curfew of 10:00 p.m. (or earlier) shall be established and strictly enforced and clients shall not be admitted after the curfew.

c. To avoid over-concentration of Emergency Shelter facilities, a minimum distance of 300 feet shall be maintained from any other Emergency Shelter, as measured from the property line.

d. Emergency Shelters shall not be located within 1,000 feet of a public or private school (pre-school through twelfth grade), universities, colleges, student housing, senior housing, child care facilities, public parks, businesses licensed for on- or off-site sales of alcoholic beverages or parolee/probationer home as defined in Chapter 18.04 (Definitions) and as measured from the property line.

e. Service providers shall provide sufficient numbers of male and female toilets - restrooms for clients and prospective clients to have access to use on a twenty-four (24) hour basis. For group housing and other similar shelter programs, adequate private male and female showers shall be provided along with lockers for clients to temporarily store their belongings.

f. Any outdoor storage, including, but not limited to, items brought on-site by clients for overnight stays, shall be screened from public view by a minimum six foot tall decorative wall or fence. Shopping carts are not permitted on-site.

g. Adequate waiting areas must be provided within the premises for clients and prospective clients including 10 square feet per bed, minimum 100 square feet to ensure that public sidewalks or private walkways are not used as queuing or waiting areas.

h. Facility improvements shall comply with the Pico Rivera Municipal Code and the most current adopted Building and Safety Code, specific to the establishment of dormitories and shall additionally provide:

(i) A minimum of 1 toilet for every 8 beds per gender.

(ii) A minimum of 1 shower for every 8 beds per gender.

(iii) Private shower and toilet facility for each area designated for use by individual families.

i. An emergency shelter facility shall provide off-street parking at the ratio of 1 space per 4 beds, and/or 0.5 per bedroom designated as a family unit with children, plus 1 space per staff member. Service providers are responsible to provide and maintain adequate parking and freight loading facilities for employees, clients and other visitors who drive to the premises.

j. Bike rack parking shall be provided at the facility.

k. Exterior lighting shall be provided for the entire outdoor and parking area of the property per the lighting standards of Chapter 18.44.050 of the Code.

l. The facility may provide the following services in a designated area separate from sleeping areas:

(i) A recreation area inside the shelter or in an outdoor area visually separated from public view by a minimum six foot tall visually screening decorative wall or fence.

(ii) A counseling center for job placement, educational, health care, legal services, or mental health services.

(iii) Laundry facilities to serve the number of clients at the shelter.

(iv) Kitchen and dining area.

(v) Client storage area.

m. Similar types of facilities to address the needs of homeless clients, as determined by the Zoning Administrator. A shelter management plan shall be submitted as a part of the permit application, which addresses all of the following:

(i) Service providers shall maintain sufficient monetary resources to enable them to operate the facility per the shelter management plan, and shall demonstrate to the city prior to approval of the permit application that such funds shall be available for use upon first occupancy of the proposed project and shall reasonably be expected to be available for the life of the project.

(ii) A minimum of one staff member per 15 beds shall be awake and on duty when the facility is open. Facility staff shall be trained in operating procedures, safety plans, and assisting clients. The facility shall not employ staff who has been convicted of a felony or who are required to register as a sex registrant under Penal Code 290.

(iii) Service providers shall maintain up-to-date information and referral sheets to give clients and other persons who, for any reason, cannot be served by the establishment.

(iv) Service providers shall provide criteria to screen clients for admittance eligibility, with the objective to provide first service to individuals with connections to Pico Rivera.

(v) Service providers will maintain information on individuals utilizing the facility and will ensure that the maximum stay at the facility shall not exceed 120 days in a 365-day period.

(vi) Service providers shall continuously monitor waiting areas to inform prospective clients whether they can be served within a reasonable time. If they cannot be served by the provider because of time or resource constraints, the monitor shall inform the client of alternative programs and locations where he or she may seek similar service.

(vii) Service providers will educate on-site staff to provide adequate knowledge and skills to assist clients in obtaining permanent shelter and income, including referrals to outside assistance agencies. An annual report on this activity will be provided to the City.

(viii) Service providers shall provide for the timely removal of litter attributable to clients within the vicinity of the facility every 24-hour period.

(ix) Service providers will maintain good communication and have procedures in place to respond to operational issues which may arise from the neighborhood, City staff, or the general public.

(x) Service providers shall establish standards for responding to emergencies and incidents expelling clients from the facility. Re-admittance policies for clients who have previously been expelled from the facility shall also be established.

(xi) Alcohol and illegal drug use is prohibited on-site. Service providers shall expel clients from the facility if found to be using alcohol or illegal drugs.

(xii) The establishment shall implement other conditions and/or measures as determined by the city, in consultation with other city/county agencies necessary to ensure that management and/or clients of the establishment maintain the quiet, safety and cleanliness of the premises and the vicinity of the use.

(xiii) Other requirements as deemed necessary by the city to ensure that the facility does not create an adverse impact to surrounding properties.

(xiv) On a monthly basis, provide an updated list of Emergency Shelter residents to the Sherriff's Department.

(xv) All graffiti on the premises shall be removed by the business operator within 24 hours.

(xvi) Installation of anti-loitering signs.

n. The facility shall comply with all other laws, rules, and regulations that apply including, but not limited to, Building and Fire Codes. The facility shall be subject to City inspections prior to the commencement of operation. In addition, the City may inspect the facility at any time for compliance with the facility's Management Plan and other applicable laws and standards.

o. Emergency Shelter operator shall obtain a City Business License.

Note 74. Single-Room Occupancy (SRO) Units. Single-room occupancy (SRO) units, also known as efficiency units, shall be subject to and comply with the following standards and regulations.

a. Each SRO facility shall comply with all applicable development standards for the applicable zoning district and minimum standards contained herein below.

b. Units shall have a minimum size of 200 square feet and a maximum of 400 square feet.

c. Each unit shall accommodate a maximum of two persons.

d. Exterior lighting shall be provided for the entire outdoor and parking area of the property per the lighting standards of Chapter 18.44.050 of the Code.

e. Laundry facilities must be provided in a separate enclosed room at the ratio of one washer and one dryer for every twenty units of fractional number thereof, with at least one washer and dryer per floor.

f. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor of the SRO (efficiency) unit facility.

g. Each unit required to provide a separate bathroom containing a water closet, lavatory and bathtub or shower.

h. Each unit shall be provided with a kitchen sink, functioning cooking appliance and a refrigerator, each having a clear working space of not less than 30 inches in front.

i. Each SRO (efficiency) unit shall have a separate closet.

j. SRO (efficiency) units shall comply with all requirements of the California Building Code. All units shall comply with all applicable accessibility and adaptability requirements. All common areas shall be fully accessible.

k. An SRO (efficiency) unit project shall not be located within five hundred (500) feet of any other SRO (efficiency) unit project, emergency shelter, or other similar program, unless such program is located within the same building or on the same lot.

l. An SRO (efficiency) unit project with 10 or more units shall provide on-site management. A project with less than 10 units may provide a management office off-site.

m. Tenancy of SRO (efficiency) units shall not be less than 30 days and maximum period of 12 months.

n. SRO (efficiency) unit parking shall be provided as follows:

(i) One (1) uncovered parking space for every three (3) SRO (efficiency) units.

(ii) Two (2) uncovered parking spaces for an onsite manager unit.

(iii) Each efficiency unit shall be provided at least one (1) lockable bicycle parking space in a location that is adjacent to that SRO (efficiency) unit.

o. Applications for SRO (efficiency) units projects shall be processed in a manner consistent with procedures for a multiple-family residential projects.

Note 75. Second Dwelling Units. Second dwelling units shall be subject to and comply with the following standards and regulations.

a. This section provides standards for the establishment of secondary dwelling units. Pursuant to Government Code 65852.2 local governments have the authority to adopt regulations designed to promote second units. A second unit which conforms to the requirements of this Section shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential unit which is consistent with the General Plan and zoning classification for the lot.

b. The application for a secondary dwelling unit shall be considered a ministerial action without discretionary review or a public hearing, notwithstanding any other requirements of state law or this development code. The permit applicant shall be the owner and resident of the main dwelling.

c. One (1) secondary dwelling unit shall be allowed on a single-family parcel.

d. A parcel proposed for a secondary dwelling unit shall comply with all the following requirements:
(i) The parcel shall have a minimum area of the underlying zoning district;
(ii) The parcel shall be developed with only one existing owner occupied single-family detached main dwelling unit;
(iii) Either the principal or secondary living unit shall be the primary residence of the record owner of the property; and

(iv) A secondary dwelling unit shall not be sold, but may be rented. A covenant shall be recorded in the Los Angeles County clerk's office against the title declaring that the property owner must occupy either the primary residence or the secondary dwelling unit.

e. A secondary dwelling unit may be either attached to the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

f. A secondary dwelling unit shall:

(i) Have a floor area not exceeding thirty (30) percent of the existing living area of the main dwelling;
(ii) Be architecturally compatible with the main dwelling unit and the surrounding neighborhood in terms of height, roofing, bulk and mass, landscaping, and architectural materials;
(iii) Comply with height and setback requirements for the applicable zone;

(iv) Contain separate kitchen and bathroom facilities and have a separate entrance from the main dwelling;
(v) Not exceed 1,200 square feet; and
(vi) Have a designated open space area of 300 square feet directly adjacent to the second unit.

g. The secondary dwelling unit shall be provided one covered garage off-street parking space, in addition to that required for the main dwelling unit, in compliance with Chapter 18.44.

h. The following findings shall be made, in addition to those requirements to approve a site plan:
(i) The secondary dwelling unit is compatible with the design of the main dwelling unit and the surrounding neighborhood in terms of scale, exterior treatment, height, setbacks and landscaping, and will not cause excessive noise, traffic, or other disturbances or result in adverse effects on public services and re-sources; and
(ii) The secondary dwelling unit will not contribute to a high concentration of these units sufficient to change the character of the surrounding neighborhood .

Note 76. A project shall be approved with a streamlined administrative Site Plan /Zoning Consistency Review. Landowners and developers that propose uses, structures, designs and site improvements shall comply with the following:

a. Application. The applicant shall submit a Site Plan Application/Zoning Consistency Review to the Zoning Administrator with the number of prints of the plans specified, together with a filing fee. The contents of the Site Plan Review applicant shall be specified by the Zoning Administrator.
b. Completeness. If the Zoning Administrator determines the application to be incomplete, the applicant will be notified within thirty (30) days, indicating what additional information is required to complete the application. The application will not be processed until that information is received by the City Planner.
c. Findings. The Zoning Administrator shall make the following findings in approving or conditionally approving an application for Review:
    i. That the site plan is consistent with the goals and policies of the General Plan
    ii. That the proposed development is in accordance all provisions of the Pico Rivera Municipal Code.
    iii. That the proposed development's site plan and its design features, including architecture and landscaping will integrated harmoniously and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City;
    iv. That the site plan and location of the buildings, parking areas, signs, landscaping, luminaries, and other site features indicate that proper consideration has been given to both the functional aspects of the site development, such as automobile and pedestrian circulation, and the visual effects of the development from the view of the public streets;

v. That the proposed development will improve the community appearance by preventing extremes of dissimilarity or monotony in new construction or in alterations or in alterations of facilities; and

vi. That the site plan and design considerations shall tend to upgrade property in the immediate neighborhood and surrounding areas with an accompanying betterment of conditions affecting the public health, safety, comfort, and welfare;

d. Building Permit. A building permit shall be issued pursuant to the site plan approval. If there is a substantial change from the original site plan as determined by the Zoning Administrator, a revised application shall be resubmitted.

e. Appeal. Denial of the application by the Zoning Administrator may be appealed pursuant to Chapter 18.64 of Title 18 of the Pico Rivera Municipal Code.

SECTION 11. Section 18.42.040, *Property Development Regulations Chart*, Subsection H entitled Building Height of the Pico Rivera Zoning Ordinance is hereby amended as follows:

	Zone						
	P-A	**C-N**	**C-C**	**C-G**	**C-M**	**I-L**	**I-G**
H. Building Height	42 feet (28)	24 feet (28)	38 feet (28)	~~38~~ 42 feet (28, 48)	38 feet (28, 48)	38 feet (28, 48)	38 feet (28, 48)

SECTION 12. Section 18.40.050, *Special use conditions and chart notes*, of the Pico Rivera Zoning Ordinance is hereby amended as follows:

Note 24. No minimum side yard building setback shall be required, except as may hereinafter respectively apply or be required.

b. Whenever the side lot line of a lot located in this zone abuts the side or rear lot line of a lot in the R-E, S-F, R-I, PUD or R-M zone, there shall be a side yard building setback of not less than twenty feet. Not less than ten feet of such required side yard shall be fully landscaped. A complete landscape plan, showing the design, schedule of plant material and location and method of permanent irrigation, shall be prepared, submitted to and approved by the city planner, and such landscaping shall be installed and planted according to such approved plan, and shall thereafter be continuously and permanently maintained. This side yard building setback requirement shall apply whether or not an alley intervenes. A line of sight analysis shall be provided ensuring the privacy of the abutting residential properties in the R-E, S-F, R-I, PUD or R-M zone. Should privacy not be achieved with landscaping or other approved methods, the building shall be further setback until sufficient privacy has been determined by the Zoning Administrator. When not in conflict with building codes, windows facing residential properties shall be offset and/or raised to preserve privacy.

c. In the case of interior side setbacks for parcels located in the General- Commercial (C-G) zone the setback shall not be less than five feet provided that windows are offset or raised to preserve privacy and that a landscaping plan is provided. A line of sight of plan analysis shall be provided for interior setbacks at the discretion of the zoning administrator.

Note 26. Rear Yard. No minimum rear yard building setback shall be required, except, when a lot located in this zone abuts the side or rear lot line of a lot located in the R-E, S-F, R-I, PUD or R-M zone, there shall be a rear yard building setback of not less than twenty-five feet. Not less than ten feet of such required rear yard shall be fully landscaped. A complete landscape plan, showing the design, schedule of plant material, and location and method of permanent irrigation, shall be prepared, submitted to and approved by the director of building and planning, and such landscaping shall be installed and planted according to such approved plan, and shall thereafter be continuously and permanently maintained. This rear yard building setback requirement shall apply whether or not an alley intervenes. A line of sight analysis shall be provided ensuring the privacy of the abutting residential properties in the R-E, S-F, R-I, PUD or R-M zone. Should privacy not be achieved with landscaping or other approved methods, the building shall be further setback until sufficient privacy has been determined by the Zoning Administrator. When not in conflict with building codes, windows facing residential properties shall be offset and/or raised to preserve privacy.

SECTION 13. 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 14. The City Clerk shall certify to the passage and adoption of this Ordinance and it shall take effect thirty (30) days after its passage.

[Signatures on following page]

APPROVED AND ADOPTED THIS 11th DAY OF February, 2014

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

ORDINANCE NO. 1084

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO ADD THE EMERGENCY SHELTER OVERLAY ZONE TO THE PROPERTIES AS DESCRIBED IN ATTACHMENT "A" ATTACHED HERETO AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 315

WHEREAS, Section 18.62.230 of the Pico Rivera Municipal Code authorizes the City Council of City of Pico Rivera, upon receipt of Resolution from the Planning Commission of the City of Pico Rivera, upon holding of public hearing, upon hearing all testimony, upon examination and review of the investigative staff report and upon conclusion of a public hearing to make determinations and findings of fact as deemed necessary in the best interest of all parties involved and approve the Planning Commission recommendation to approve a change of zoning classification; and

WHEREAS, the City Council of the City of Pico Rivera conducted a public hearing to consider a Zone Reclassification to add the Emergency Shelter Overlay zone designation; and

WHEREAS, the State of California Department of Housing and Community Development requires that cities identify an adequate area to allow for Emergency Shelters; and

WHEREAS, on October 8, 2013 the City Council adopted the 2014-2021 Housing Element in which properties where identified to add an Emergency Shelter Overlay Zone; and

WHEREAS, on November 12, 2013, the City received notice that the adopted housing element is in full compliance with the State housing element law (Article 10.6 of the Government Code); and

WHEREAS, the City must fully implement the adopted 2014-2021 Housing Element via the addition for the Emergency Shelter Overlay Zone in the Zoning Ordinance; and

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

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

SECTION 1. In accordance with Section 18.66.040, *Zone Classifications* of the Pico Rivera Municipal Code, the Zone Classification to add the Emergency Shelter Overlay Zone to the real properties listed below, which are more particularly described and depicted in Attachment "A", is hereby amended to add the Emergency Shelter Overlay Zone, and further designated herein as Zone Reclassification No. 315.

No.	Assessor Parcel Number	Site Address
1	8122-011-027	9612 Beverly Boulevard
2	8122-011-022	9531 Beverly Boulevard
3	8122-011-019	9603 Beverly Boulevard
4	8122-011-901	9633 Beverly Road
5	8122-011-024	9607 Beverly Boulevard
6	8122-011-025	9611 Beverly Road
7	8122-011-015	9629 Beverly Boulevard
8	8122-011-900	9633 Beverly Road
9	6375-008-008	9500 Beverly Boulevard
10	6375-008-006	4616 Tobias Avenue
11	6375-008-005	4622 Tobias Avenue
12	6375-008-004	4700 Tobias Avenue
13	6375-008-003	4706 Tobias Avenue
14	6375-008-002	4714 Tobias Avenue
15	6375-008-001	4718 Tobias Avenue
16	6375-009-002	9602 Beverly Boulevard

SECTION 2. The Zone Reclassification shall be in accordance with the provisions of the Zoning Ordinance adopted by the City Council of the City of Pico Rivera by Ordinance No. 534, adopted April 7, 1975.

SECTION 3. In accordance with Section 18.08.060, *Official Zone Map* and 18.66.090, *Statutory and City Council Authority,* is hereby amended to add the Emergency Shelter Overlay Zone which is comprised of the real properties described in Section 1 and as shown on Attachment "A" attached hereto.

SECTION 4. This Zone Reclassification is adopted by Ordinance pursuant to public hearings held before the City Planning Commission and City Council.

SECTION 5. Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds the environmental impacts of this action were reviewed in the Mitigated Negative Declaration conducted for the 2014-2021 Housing Element Update adopted on October 8, 2013. It can be seen with certainty that there is no possibility that the actions identified herein will have a significant effect on the environment beyond that which was analyzed in the Mitigated Negative Declaration. Therefore, the proposed action is exempt from CEQA.

This proposed action is not a project pursuant to Public Resources Code Section 21080(a) and Section 15002(i) of the CEQA Guidelines, which indicate that CEQA applies to discretionary projects carried out or approved by public agencies. The proposed actions herein are ministerial actions in that the Housing Element requires that the City take the actions identified in the Housing Element as submitted and approved by the California Department of Housing and Community Development.

To the extent that the actions constitute a project, there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b) (3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 6. The City Council finds that the Zone Reclassification is consistent with the General Plan as amended per the 2014-2021 Housing Element which determined the properties in which the Emergency Shelter Overlay zone is required.

SECTION 7. If any part of this Ordinance, or its application to any person or circumstance, is held to be invalid, the remainder of the ordinance, including the application or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance, causing it to be posted as required by law, and it shall be effective thirty (30) days after its adoption.

APPROVED AND ADOPTED this _____ day of January 2014.

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: February 11, 2014

Subject: SECOND READING – ADOPTION OF ORDINANCE NO. 1085 AMENDING CHAPTER 18.52, *HOME OCCUPATIONS*, OF THE PICO RIVERA ZONING ORDINANCE ADDING PROVISIONS FOR COTTAGE FOOD OPERATIONS DESIGNATED AS ZONE CODE AMENDMENT NO. 173

Recommendation:

Adopt Ordinance No. 1085 amending Chapter 18.52, *Home Occupations*, of the Pico Rivera Zoning Ordinance to add provisions for cottage food operations.

Fiscal Impact: None.

Discussion:

At the meeting of January 28, 2014 the City Council introduced a draft ordinance amending Chapter 18.52, *Home Occupations*, of the Pico Rivera Zoning Ordinance to permit cottage food operations in residential zones. Staff presented a draft ordinance that included provisions in relation to parking, traffic, concentration and noise that would help to mitigate impacts caused by such operations.

Ordinance No. 1085 will become effective 30 days from its adoption.

Ronald Bates

RB:BM:JG:ll

Attachment: Ordinance No. 1085

5

ORDINANCE NO. 1085

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 18.52 REGARDING HOME OCCUPATIONS AND ADDING PROVISIONS FOR COTTAGE FOOD OPERATIONS.

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

SECTION 1. Pursuant to the State of California Public Resource Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds that there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b) (3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 2. In 2012 the California State Legislature adopted Assembly Bill 1616 which requires among other things, cities to permit Cottage Food Operations as an allowed use in residential zones. The City Council finds that the proposed amendment is consistent with the spirit and integrity of Assembly Bill 1616 and Chapter 18.52, *Home Occupations,* of the Pico Rivera Municipal Code as the purpose of the code is to protect the public health, safety and general welfare of the public.

SECTION 3. Article I of Chapter 18.52 of Title 18, *Home Occupations*, of the Pico Rivera Municipal Code consists of existing Code Sections 18.52.010 through 18.52.090 regarding Home Occupations.

SECTION 4. Article II of Chapter 18.52 of Title 18, Cottage Food Operations is hereby added to the Pico Rivera Municipal Code to read as follows:

Article II. Cottage Food Operations.

18.52.200 Cottage Food Operation.

A "cottage food operation," as that term is defined in California Health & Safety Code 113758(a), as may be amended from time to time, is permitted in the zones enumerated in Section 18.40.040.C(1) subject to the procedures and requirements of this Article II.

A. An application shall be filed on a form prescribed by the city and shall include but not be limited to the following:

1. The applicant name, household member names and address. Name, address and contact information for the property owner, landlord, Homeowners' Association or management

company, as well as the signature to consenting to the use;

2. A copy of the "Self Certification Checklist" registration for a Class A operation or a Class B permit issued by the Los Angeles County Department of Public Health Environmental Health Division;
3. Name of each individual involved and/or employed, whether they are a family member of the operator and the number of vehicles registered to the address and license plate number;
4. Statement of whether the proposed use will involve "direct sales" known as a Class A Permit or "indirect sales" known as a Class B Permit as those terms are defined in the California Health and Safety Code 113758(b) as may be amended;
5. Frequency of loading and deliveries and anticipated consumer or third party retailer visits to the subject residence;
6. A scaled site plan showing (i) location of all the structures on site (ii) all vehicle parking spaces for the home or complex (iii) all delivery and/or loading areas (iv) the location of streets and property lines, driveway, pedestrian walkways, etc;
7. A scaled floor plan showing: (i) all rooms for structures on site; (ii) areas registered and/or permitted by Los Angeles County Department of Public Health Environmental Health Division for cottage food preparation, packaging and related exclusive storage; (iii) all doors and exits; (iv) location of fire extinguishers, etc;
8. Applicant shall pay a processing fee as established by Resolution of the City Council.

B. Action of zoning administrator. Within 60 days after submittal of a complete application and fee as required by this Section the zoning administrator shall approve, approve in modified form, or deny the application in compliance with the authority and requirements set forth in California Government Code § 51035, as may be amended from time to time. The zoning administrator shall grant the Cottage Food Operations Permit if the proposed cottage food operation, as applied for or as modified, complies with the standards set forth in this Article II. Notwithstanding the foregoing, the zoning administrator, in his discretion may condition approval of the use upon the cottage food operations compliance with any additional reasonable standards related to spacing and concentration, traffic control, parking or noise which the zoning administrator, in his sole discretion, deems necessary to mitigate the impact of the proposed use on the surrounding residential neighborhood. The decision of the zoning administrator shall be in writing and supported by reasonable findings. Any action of the zoning administrator may be appealed to the planning commission pursuant to Section 18.64 of this code.

18.52.202 Cottage Food Operation Standards.

A. Cottage food operations must meet the following requirements:

1. The applicant must be the "cottage food operator," as that term is defined in California

Health & Safety Code 113758(b) as may be amended from time to time.

2. Cottage food operations shall not be located within 1,000 feet of the property line of another cottage food operation or located within the same building, apartment complex or other multi-family housing development.

3. Only one cottage food operation occupancy permit is permitted by address.

4. The cottage food operation permit may not be transferred, assigned or used by any person other than the permittee, used at any location other than the one for which the permit is granted.

5. Traffic Control

   a. Parking.

      (1) For single family homes, parking spaces in the property's garage or carport and driveway must be available for the actual parking demand created by the use, including parking spaces for the household member's vehicles and a parking space for an employee if an employee is present.

      (2) For multi-family developments, the cottage food operator's designated space(s) must be available for the actual parking demand created by the use, including parking spaces for the household member's vehicles and a parking space for an employee if an employee is present. On-site parking in an apartment complex or other multi-family residence requires written consent from all of the following that apply: the property owner, landlord, homeowners association or property manager.

      (3) The cottage food operation shall not result in any appreciable increase in traffic, pedestrian or vehicular.

   b. The cottage food operator shall only allow vehicular delivery or loading related to the cottage food operation between the hours of 8:00 a.m. and 7:00 p.m. and indicate where on-site loading and deliveries will be made. For multi-family developments, the cottage food operator must obtain written consent from all of the following that apply: the property owner, landlord, homeowners association or property manager.

   c. The cottage food operator shall not allow any vehicle making a delivery, being loaded, or being used by consumers or third party retailers in relation to the cottage food operation to block or impede the public right-of-way, a vehicular drive aisle or idle at any time.

   d. Visitation to the residence containing the cottage food operation for the purpose of direct or indirect sales is limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

   e. Visitors shall not be allowed to queue or wait outside of the residence containing the cottage food operation at any time, either on foot or in vehicles.

6. Outdoor sales at the residence containing the cottage food operation are prohibited.
7. Cottage food operations shall not create noise levels in excess of those allowed in Chapter 8.40 of the Pico Rivera Municipal Code and the Pico Rivera General Plan.
8. The cottage food operation shall conform to all applicable federal, state, and municipal laws and regulations applicable to the residential area in which the cottage food operation is located.
9. The cottage food operator shall not employ more than one full or part-time employee other than a family household member.
10. External use of material or equipment not recognized as being part of the normal practices in the residential zone are prohibited.
11. Equipment which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses are prohibited.
12. On-site advertising is prohibited.
13. Operations shall not exceed the use of more than fifteen percent of the ground floor building area in which it is located or that area as permitted by the Los Angeles County Department of Public Health Environmental Health Division, whichever is greater.
14. The area outside the dwelling shall not be used for the operation in any manner whatsoever, except for one six thousand pound vehicle used in connection with the operation of the home occupation required to be completely stored in the garage.
15. On-site dinning or tasting events for customers are prohibited.
16. Cottage food operations must comply with the restrictions on gross annual sales as set forth in California Health and Safety Code Section 113758. In year 2014 sales cannot exceed $45,000 and for 2015 and beyond, sales cannot exceed $50,000. Should at any time sales exceed the maximum, the permit shall be void and sales may no longer be conducted at the property.
17. Cottage food operators must at all times maintain applicable tax returns or other proof of gross annual income.
18. A Cottage Food Operation shall obtain and renew as required, an operating permit with the Los Angeles Department of Public Health Environmental Health Division.
19. Trash production shall not exceed that which otherwise is produced by normal residential activities.
20. Cottage food operators shall not conduct sales in an attached garage, detached accessory structure or outside of the dwelling.

18.52.204. Inspection.

Per the California Health & Safety Code Section 114365, an initial and no more than one annual inspection may be conducted for a Class B operator that conducts indirect sales. A Class A

operator shall not be subject to initial or routine inspections. An inspection may be conducted for any cottage food operation on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation or that the cottage food operation is in violation.

18.52.206. Permit Revocable.

A permit to operate a cottage food operation obtained under this section is revocable at any time by the zoning administrator if any of the following conditions exist:

A. That the condition of the cottage food operation permit or provision for this chapter has been violated.

B. That the cottage food operation has become detrimental to the public health or safety, or constitutes a nuisance as designated in Chapter 8.16 of this code.

C. That the permit was obtained in a fraudulent manner.

D. That the cottage food operation no longer maintains a valid Class A or Class B permit.

The zoning administrator shall provide the permit holder with at least ten days prior written notice of the grounds for the proposed revocation. Within 10 days of receipt of the notice of revocation the permit holder may request a hearing before the zoning administrator to contest the revocation of the permit. Upon the receipt of a request for hearing, the zoning administrator shall schedule a hearing with the permit holder within a reasonable time. Within fifteen days after the hearing the zoning administrator shall issue a written decision to the permit holder. The decision shall be supported by findings.

18.52.208. Appeals.

Appeals. Any final action of the zoning administrator made under this Article II may be appealed pursuant to Chapter 18.64 of the Pico Rivera Municipal Code.

SECTION 5. Note 11 of Section 18.40.050.C of Chapter 18.40 of Title 18 of the Pico Rivera Municipal Code is amended to read as follows:

Note 11. Subject to issuance of a home occupation permit or Cottage Food Operations Permit as appropriate per Chapter 18.52.

SECTION 6. Subsection C of Table 18.40.040, LAND USE CHART, of Chapter 18.40 of Title 18 of the Pico Rivera Municipal Code is amended to read as follows:

"Table **18.40.040**
LAND USE CHART (cont'd)

	Land Use	Zone					
C.	**Special Uses***	**R-E**	**S-F**	**R-I**	**PUD**	**R-M**	**P**
1.	Cottage Food Operations	11	11	11	11	11	
2.	Day care centers	2, 7, 8	2, 7, 8	2, 7	2, 7	2, 8	
3.	Educational institutions, private	2, 7	2, 7			2, 7, 9	
4.	Electric distribution substations	1	1	1	1	1	1
4.	Foster care homes	10	10				
6.	Gas metering and control stations	1	1	1	1	1	1
7.	Home occupations	11	11	11	11	11	
8.	Hospitals					2	
9.	Mobilehome parks					1	
10.	Off-street parking facilities						
11.	Private recreation and open spaces		2		2	2	2
12.	Ranches, limited to livestock only	1, 3					
13.	Religious places of worship	1	1	1	1	1	
14.	Rest homes					1	
15.	Water facilities	1	1	1	1	1	1
16.	Satellite dish receiving antenna	X, 52	X, 52		X, 52	X, 52	
17.	Amateur radio/CB radio antennas		2, 38		2, 38	2, 38	2, 38
18.	Family day care home	40	40		40	40	
19.	Garage sales	41	41	41	41	41	
20.	Temporary uses	42	42	42	42	42	42
21.	Wireless telecommunication facilities	65	65	65	65	65	65
22.	Modular classroom/offices	2, 70	2, 70			2, 70	2

* Refer to zoning administrator determinations, on file in community development department planning division."

SECTION 7. Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 8. 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 shall be subject to any and all penalties as set forth under the Pico Rivera Municipal Code shall apply to violations of the provisions of this ordinance.

SECTION 9. 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. The City Council herby finds that there are no newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the

Pico Rivera Municipal Code within 15 days of its final passage and this Ordinance shall take effect 30 days following its final passage.

APPROVED AND ADOPTED THIS _____DAY OF _____, 2014.

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: February 14, 2014

Subject: SISTER CITY COMMISSION APPOINTMENT

Recommendation:

Adopt Resolution approving the appointment of David Angelo to the Sister City Commission.

Fiscal Impact: None.

Discussion:

The City Council is being asked to consider the reappointment of David Angelo to the Sister City Commission for the standard two year term ending December 8, 2015 or at the time a successor is appointed.

Ronald Bates

RB:AJ

Enc: 1) Resolution

6

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: DAVID ANGELO TO THE SISTER CITY COMMISSION FOR A TWO YEAR TERM SAID TO EXPIRE DECEMBER 2015.

WHEREAS, Section 2.54.010 of the Pico Rivera Municipal Code creates the Sister City Commission; and

WHEREAS, Section 2.54.020 of said code provides for the appointment of a Sister City Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1037 provides for the appointment of Sister City Commissioners for specified terms; and

WHEREAS, Councilmember Bob J. Archuleta has recommended the reappointment of David Angelo to the Sister City Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, DOES RESOLVE AS FOLLOWS:

SECTION 1. That the following individual is hereby appointed to the Sister City Commission: David Angelo

Said term shall commence on February 11, 2014 and expire on December 8, 2015 or at the time a successor is appointed.

SECTION 2. This resolution shall take effect immediately upon passage and adoption.

SECTION 3. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

ADOPTED AND APPROVED this _____ day of February, 2014.

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: February 11,2014

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES – TRAFFIC SAFETY

Recommendation: Receive and file.

Fiscal Impact: $2,690 (General Fund, Public Works Operating Budget)

Discussion:

On May 24, 2011, the City Council approved a Resolution No. 6616 giving the City Manager the authority to approve the installation of traffic control devices per the recommendations of traffic studies. This Resolution was necessary to accelerate the installation of traffic control devices in order to resolve safety issues timely. Pursuant to the Resolution, staff is required to notify the City Council of changes to traffic control devices when they are made.

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

Stop Sign - Beverly Park Place and Calada Avenue

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

The study found, (1) the Study Intersection is very close to Paramount Boulevard, (2) motorists travelling on Paramount Boulevard turn onto Beverly Park Place relatively fast and tend to keep their speed through the Study Intersection, and (3) the Study Intersection was an uncontrolled intersection creating the potential for traffic collisions when considering

observed vehicle speeds. To mitigate the issues, a two-way stop sign was installed on Calada Avenue for northbound/southbound traffic. This solution reduces the potential for traffic accidents, thereby enhancing safety.

Stop Sign - Klinedale Avenue and Hamden Street

Staff received a request from a resident to analyze the intersection at Klinedale Avenue and Hamden Street (Study Intersection). The concern was speeding and the potential for accidents at this intersection which is in close proximity to Birney Elementary School.

Engineering staff conducted a traffic study at this t-intersection which included the same analysis noted in the previous analysis above. The study found, (1) sight distance issues, (2) school-aged children and parents commonly use the intersection in route to school, and (3) observed speeds along Klinedale Avenue are slightly higher than expected during peak hours when parents and children are present. During additional field observations, staff noted that this portion of Klinedale Avenue is a long uncontrolled stretch of road extending approximately one-quarter mile south (1,350 feet) from Sunglow Street to Claymore Street. Motorists have a tendency to increase their speed on long stretches of road such as this where there are no intermittent stops. Although stop signs are not commonly used for speed control, stop signs may lower vehicle speeds in the vicinity of the intersection, thereby enhancing safety of the parents and children in the areas adjacent to Birney Elementary School.

The traffic study recommended changing the intersection to an all-way stop controlled intersection by installing stop signs on Klinedale Avenue at Hamden Street. According to the California Manual for Uniform Traffic Control Devices, the intersection satisfies the sight distance and characteristic warrants required for installation of all-way stop signs.

The total cost for the installation of striping and signage for all of the items above was $2,690. This included engineering ($1,260), labor ($900) and materials ($530). Additional technical information can be found in the attached documents.

Ronald Bates

RRB:AC:RG:JL:lg

Enc.

1) Traffic Analysis - Stop Sign Analysis at Beverly Park Place and Calada Avenue
2) Vicinity Map for Stop Sign
3) Traffic Analysis - Stop Sign Analysis at Klindale Avenue and Hamden Street
4) Vicinity Map for Stop Sign

CITY OF PICO RIVERA

MEMORANDUM

Date: January 23, 2014

To: Director of Public Works/City Engineer

From: Assistant City Engineer

Subject: STOP WARRANT ANALYSIS AT BEVERLY PARK PLACE AND CALADA AVENUE

Staff received a request to analyze the intersection at Beverly Park Place and Calada Avenue. The specific request was for an all-way stop sign at the intersection of Beverly Park Place and Calada Avenue. The following study evaluates this issue and makes recommendations based on technical findings, accident history, vehicular and pedestrian volumes, and field evaluations, with a goal of improving safety. Figure 1 presents a vicinity map of the area.

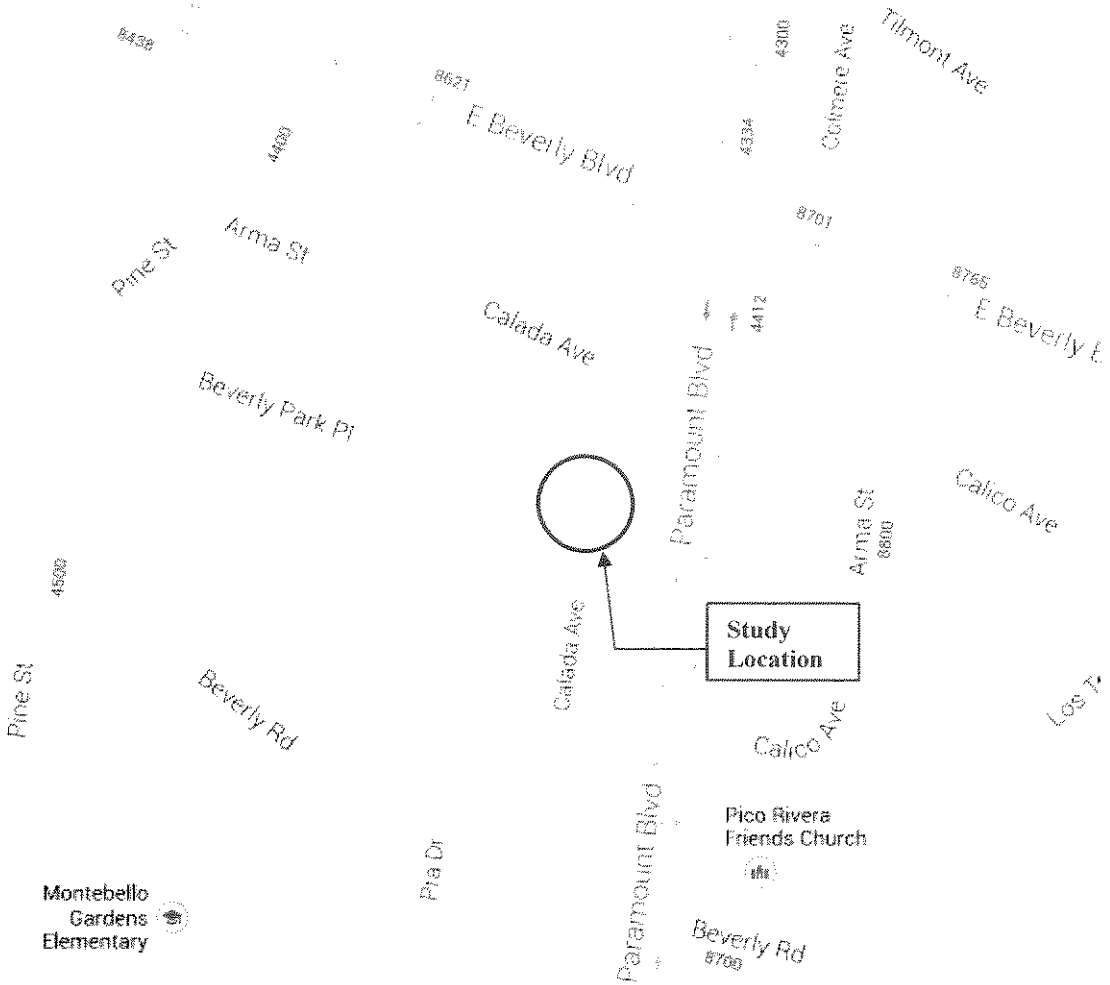


Figure 1: Vicinity Map

Roadway Features

Beverly Park Place and Calada Avenue are residential streets that form an intersection (study intersection). The study intersection is located approximately 130 feet west of Paramount Boulevard and approximately 850 feet east of Pine Street.

Both Beverly Park Place and Calada Avenue have on-street parking permitted on both sides of the street. The prima fascia speed limit is 25 MPH on both streets. The intersection is an uncontrolled intersection in all directions.

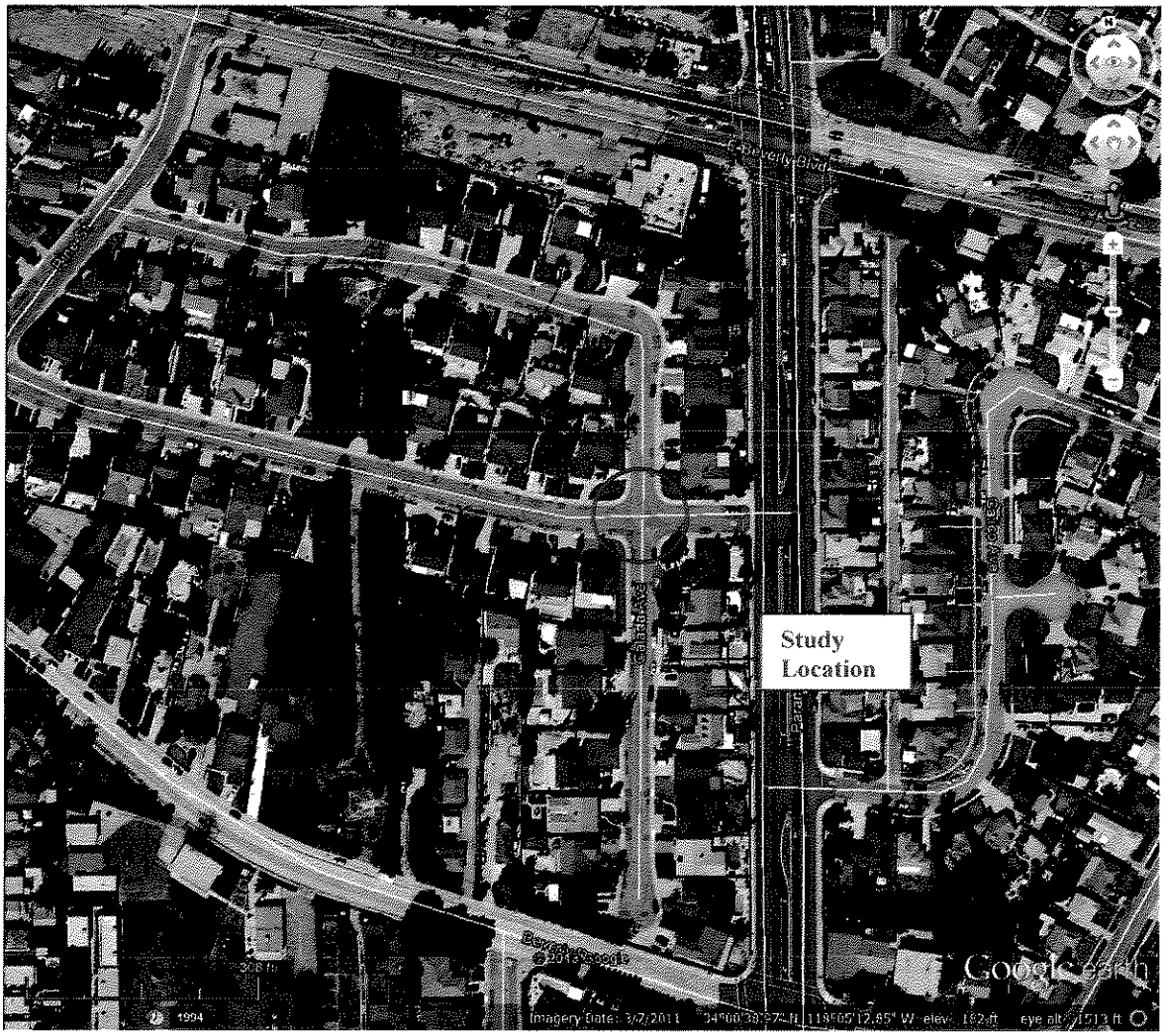


Figure 2: Aerial Photograph

Investigation

The concern at the study intersection is one of safety. The California Manual on Uniform Traffic Control Devices (CA-MUTCD) provides standards for evaluating this issue at intersections, as well as general applications for stop signs. Staff utilized the CA-MUTCD guidelines in conjunction with accident history, vehicular and pedestrian volumes, sight distance, and vehicle speeds to evaluate the intersection.

Safety Issues - There are several issues common to intersections that involve safety and there are standards for measuring, analyzing and mitigating such issues. These measurements include vehicular and pedestrian volumes, accident history, sight distance, and vehicle speeds.

- Vehicular Volumes - Per the CA-MUTCD, there are minimum volumes to meet when considering placing a multi-way stop at Beverly Park Place and Calada Avenue. There should be an average of at least 300 vehicles (total number of vehicles in both directions on Beverly Park Place) per hour for any 8 hours of an average day. The volumes gathered below demonstrate that the minimum threshold of 300 vehicles in an hour is not met at any time throughout an average 8-hour day. Based on the CA-MUTCD, the placement of all-way stop signs at the intersection is not warranted.

TRAFFIC VOLUMES
Northbound-Southbound - Calada Avenue
Eastbound -Westbound - Beverly Park Place

Time	North bound	South bound	East bound	West bound	Totals
00:00-01:00	0	1	1	4	6
01:00-02:00	0	0	0	1	1
02:00-03:00	0	0	0	1	1
03:00-04:00	0	0	0	1	1
04:00-05:00	0	0	1	0	1
05:00-06:00	4	0	0	2	6
06:00-07:00	4	3	2	5	14
07:00-08:00	**9**	**10**	**4**	**20**	**43**
08:00-09:00	**8**	**1**	**7**	**9**	**25**
09:00-10:00	2	3	5	3	13
10:00-11:00	**5**	**4**	**5**	**10**	**24**
11:00-12:00	7	5	3	6	21
12:00-13:00	2	2	3	11	18
13:00-14:00	7	4	1	7	19
14:00-15:00	**6**	**3**	**1**	**14**	**24**
15:00-16:00	**11**	**7**	**3**	**14**	**35**
16:00-17:00	**6**	**7**	**1**	**16**	**30**
17:00-18:00	**8**	**7**	**12**	**21**	**48**
18:00-19:00	**7**	**8**	**6**	**15**	**36**
19:00-20:00	5	5	5	5	20
20:00-21:00	5	0	4	11	20
21:00-22:00	3	2	2	10	17
22:00-23:00	2	0	1	5	8
23:00-00:00	0	1	1	1	3

- Pedestrian Volumes – Per the CA-MUTCD, the combined vehicular and pedestrian volume entering the study intersection from the minor street approach (in this case, Beverly Park Place) must average at least 200 units (vehicles and pedestrians) for the same 8 hours looked at for the vehicular volumes noted above. There should also be an average delay of at least 30 seconds per vehicle for those vehicles on Beverly Park Place wanting to turn onto Calada Avenue. The pedestrian volumes gathered show that there are only few pedestrians crossing Beverly Park Place. Additionally, the vehicle volumes shown in the table above for Beverly

Park Place do not meet the minimum number of units. Based on the CA-MUTCD, the placement of all-way stop signs at the intersection is not warranted.

- Accident History – The safety record at the intersection of Beverly Park Place and Calada Avenue is satisfactory with zero reported collisions in the past 12 months. The CA-MUTCD guidelines for stop sign consideration require at least five (5) reported collisions in a 12-month period. The placement of all-way stop signs at the intersection is not warranted.

- Sight Distance – Sight distance obstructions do not exist at the study intersection due to its standard geometric design. The placement of all-way stop signs at the intersection is not warranted based on sight distance.

- Vehicle Speeds – The CA-MUTCD establishes criteria when analyzing vehicular speed. If the average speed (85^{th} percentile) on Beverly Park Place exceeds 40 mph, then the minimum vehicular volume threshold would decrease from 300 vehicles per hour for any 8 hours of an average day to 210 vehicles per hour. During this study, the average speed was determined to be 26.35 mph. The placement of all-way stop signs at the intersection is not warranted.

The intersection of Beverly Park Place and Calada Avenue does not meet the CA-MUTCD warrant for all-way stop signs based on the analysis above. A CA-MUTCD excerpt and Stop Sign Warrant Worksheet are attached in this report for reference.

Nonetheless; the study intersection is very close to Paramount Boulevard. Motorists are making fast turns from Paramount Boulevard and speeding through the intersection which has no traffic warning device. Since the intersection is not controlled by any traffic signs, the fast turning vehicles create unsafe movements through the intersection and a potential for accident.

Recommendation

At this time, based on the California MUTCD All-Way Stop Sign Warrants, the conditions at this intersection does not warrant the installation of all-way stop controls.

However; the fast turning vehicles from Paramount Boulevard entering the intersection without any traffic control creates an unsafe intersection. To enhance the safety of the intersection and avoid potential for accidents, a two-way stop can be placed on the north and south bound directions of Calada Avenue, based on engineering judgment. The stop signs on Calada Avenue will help to control motorists traveling north and south, entering the intersection safely and avoiding head-on/broadside collisions with motorists traveling in the east and west bound directions on Beverly Park Place.

Rene Guerrero, P.E.
Assistant City Engineer

RG:MN:lg

attachment

California MUTCD (excerpt)

Section 2B.07 Multiway Stop Applications

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in Section 2B.05 also apply to multiway stop applications.

Guidance:

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

   1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

   2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but

   3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

Stop Sign Warrant Worksheet

MUTCD
STOP SIGN - Warrant Analysis

City of Pico Rivera (Agency) | Los Angeles (County) | Calc M. NGUYEN | Date 11/12/2013
Check _____ | Date _____

Major St: Beverly Park Place — Critical Approach Speed 25 mph
Minor St: Calada Avenue — Critical Approach Speed 25 mph

Section A - Is a Stop Sign being used temporarily for a justified Traffic Signal? YES ☐ NO ☒

Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Section B - Accident Experience

A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

100% SATISFIED YES ☐ NO ☒
80% SATISFIED YES ☐ NO ☒

ACCIDENT HISTORY			
Minimum Requirement	2012	2011	2010
100% - 5 or More	0	0	0
80% - 4 or More			

Section C1 - Minimum Vehicular Volume

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

100% SATISFIED YES ☐ NO ☒
80% SATISFIED YES ☐ NO ☒

APPROACH LANES	MINIMUM REQUIREMENTS										
	100%	80%	7	8	10	14	15	16	17	18	Hour
Both Approaches Major Street	300	240	24	16	15	15	17	17	33	21	
Both Approaches Minor Street	200	160	19	9	9	9	18	13	15	15	

Section C2 - Combined Volumes

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic

100% SATISFIED YES ☐ NO ☒
80% SATISFIED YES ☐ NO ☒

Section C3 - Speeds Greater Than 40 MPH

If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

YES ☐ NO ☒
YES ☐ NO ☒

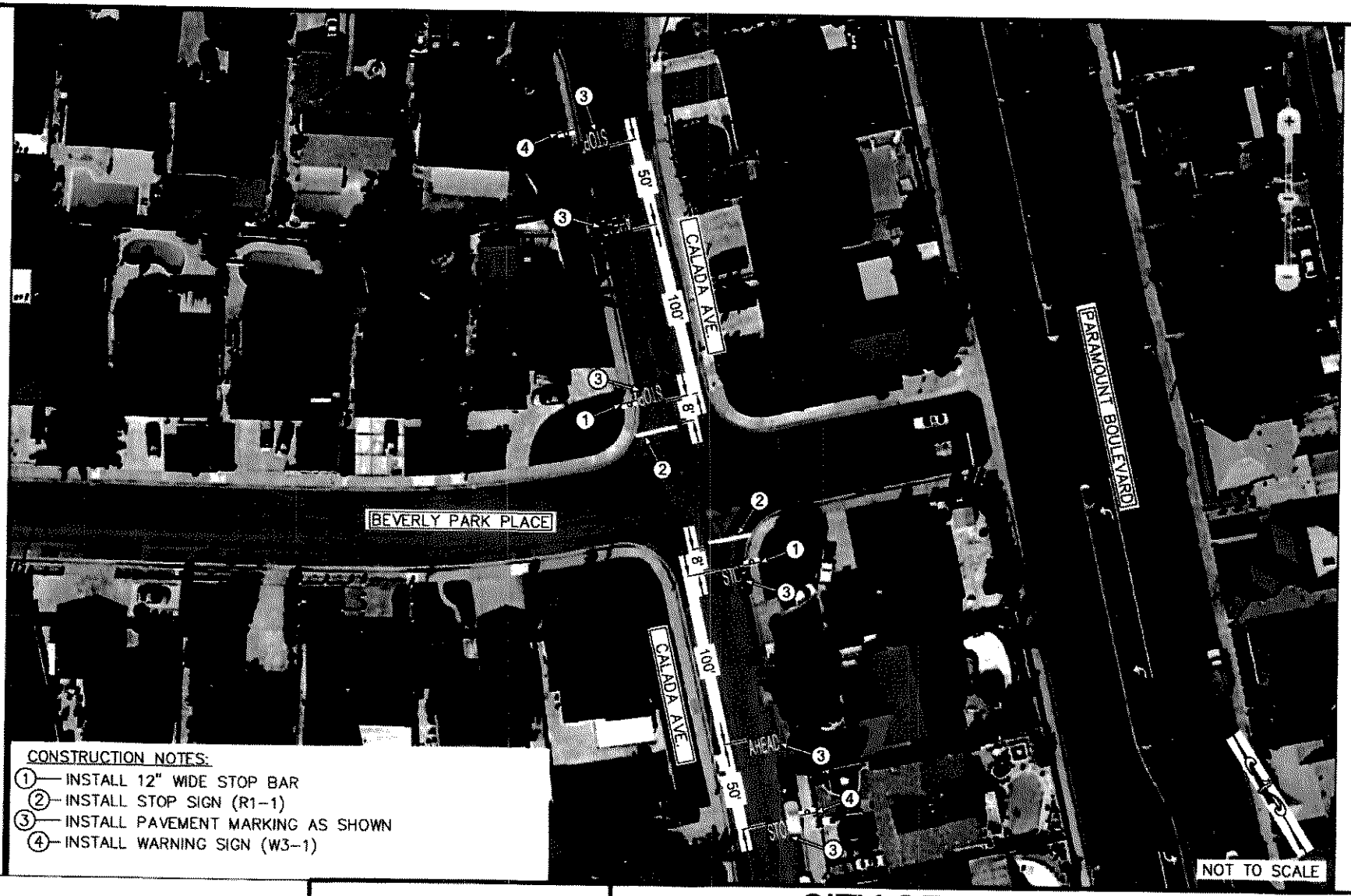
Section D - Combination of Warrants SATISFIED YES ☐ NO ☒

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Criteria **B** satisfied at 80% — 80% SATISFIED YES ☐ NO ☒
Criteria **C1** satisfied at 80% — 80% SATISFIED YES ☐ NO ☒
Criteria **C2** satisfied at 80% — 80% SATISFIED YES ☐ NO ☒

Option: Other criteria that may be considered in an engineering study include:
A. The need to control left-turn conflicts;
B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational racteristics of the intersection.

Proposed Stop Sign



CONSTRUCTION NOTES:

1. INSTALL 12" WIDE STOP BAR
2. INSTALL STOP SIGN (R1-1)
3. INSTALL PAVEMENT MARKING AS SHOWN
4. INSTALL WARNING SIGN (W3-1)

PICO RIVERA

PREPARED BY: M. Nguyen
DATE: 11-13-13
SCALE: NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PROJECT: INSTALLATION OF STOP SIGN AT BEVERLY PARK PLACE AND CALADA AVENUE

Reviewed By: _____ 2-3-14
Jose Loera, Associate Engineer — Date

Approved By: _____ 2/3/14
Rene Guerrero, Assistant City Engineer. RCE 66263 — Date

Authorized By: _____
Arturo Cervantes, Director of Public Works/City Engineer, RCE 60535 — Date

SHT. 1 OF 1

ENCLOSURE 3

TRAFFIC SAFETY ANALYSIS

Intersection of
Klinedale Avenue at Hamden Street

Prepared for:

THE CITY OF PICO RIVERA

6615 Passons Boulevard
Pico Rivera, CA 90660-1016

Prepared by:
Stephen D. Hilton, T.E.
City of Pico Rivera
Consulting Traffic Engineer

Table of Contents

Table of Contents ii
Certification iii
Background 1
Review 1
  Vehicular Speeds 2
Stop Sign Warrants 3
  Collision Warrant 3
  Traffic Volume Warrant 3
  Characteristic Warrant 3
  Sight Distance Warrant 4
Discussion 4
Recommendation 4
California MUTCD Excerpt 6

Certification

I, Stephen D. Hilton, do hereby certify that this Traffic Safety Analysis, for the City of Pico Rivera, were performed under my supervision and is accurate and complete. I certify that I am both experienced in performing studies of this type and duly registered in the State of California as a professional Traffic Engineer.

Stephen D. Hilton, T.E.
T.E. Number: TR 2422

Background

A resident request was forwarded from the City Council requesting the City install stop signs at the intersection of Klinedale Avenue at Hamden Street. The request indicated the resident's primary concerns are regarding pedestrian safety of school children and vehicular speeds.

A field investigation was conducted, spot traffic count data collected, and traffic collision history reviewed. The following are the findings of the investigation.

Review

The intersection of Klinedale Avenue at Hamden Street exists as a tee intersection with Klinedale Avenue (north-south) forming the top of the tee and Hamden Street (east-west) forms the bottom of the tee. No stop signs are present on Klinedale Avenue at this intersection however a stop sign is present for eastbound Hamden Street at Klinedale Avenue. Figure 1 presents a vicinity map of the subject location and Figure 2, presents an aerial photograph of the intersection.

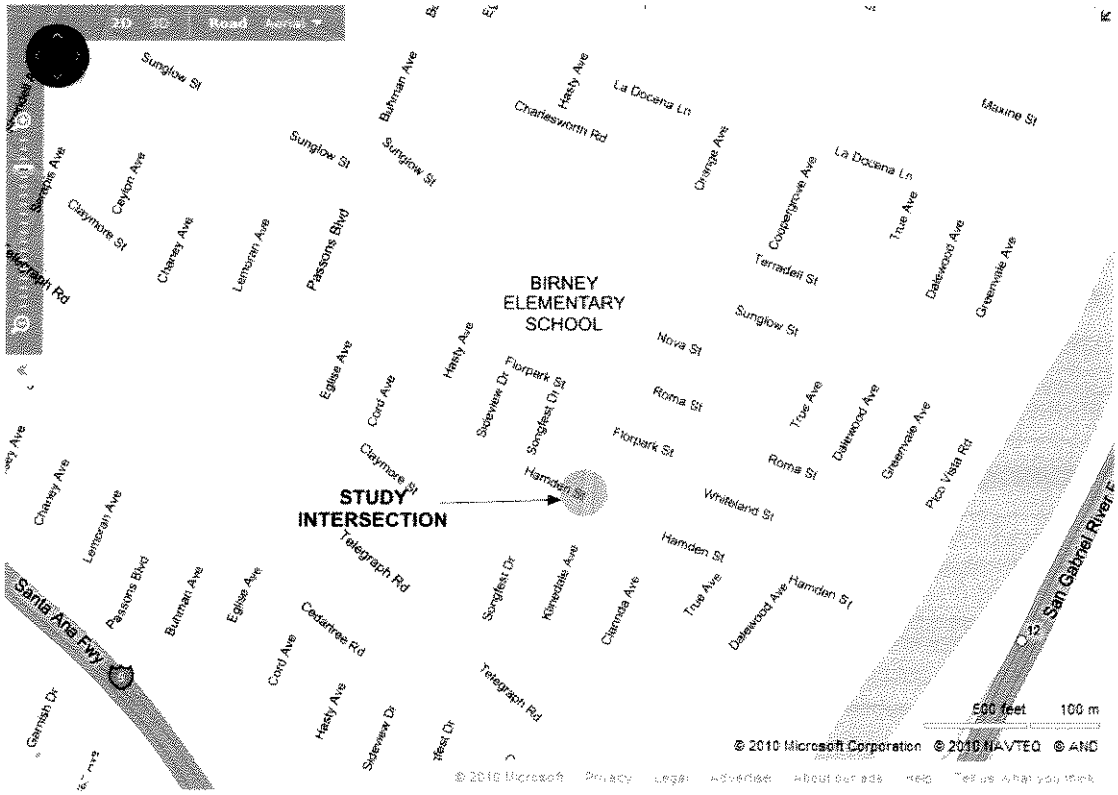


Figure 1: Vicinity Map

Figure 2: Aerial Photograph

Both Klinedale Avenue and Hamden Street function as residential collector roadways serving other residential streets within the area and the adjacent Birney Elementary School. This portion of Klinedale Avenue is a long uncontrolled stretch of road extending from Sunglow Street (where the street name is Orange Avenue) to Claymore Street approximately one-quarter mile south (1,350 feet). The northerly portion of Orange Avenue boarders the west side of Birney Elementary School grounds. Traffic utilizing Klinedale Avenue and Hamden Street serve the adjacent residential neighborhood as well as school related traffic.

Hamden Street intersects Klinedale Avenue at two locations and is constructed as an off-set intersection with the eastern cul-de-sac leg of the intersection located approximately 100 feet north of the westerly leg. Both the eastern and western leg approaches of Hamden Street are stop controlled at their intersections with Klinedale Avenue.

Vehicular Speeds

A speed survey was conducted utilizing machine traffic counters on July 21, 2010 through July 22, 2010. Based on data collected during these counts vehicular speeds have been documented ranging from 21 to 42 MPH along Klinedale Avenue. The average speed over the duration of the count was 30 MPH which falls in line with typical speeds observed along residential streets range from 25 to 30 MPH. Therefore observed speeds along Klinedale Avenue are slightly higher than expected, other than a couple isolated vehicles speeds over 35 MPH.

Motorists who want to speed will speed unless law enforcement personnel are present to deter them. It should also be noted that stop signs are not to be used for speed control. The MUTCD clearly states "***STOP signs should not be used for speed control***", therefore we rely on the following stop sign warrant criteria when determining if stop signs are appropriate.

Stop Sign Warrants

The MUTCD has specific requirements for installation of stop signs. Basically there are four (4) different warrants applicable to residential street intersections, one of which must be satisfied before stop sign installations can be classified as warranted. The warrants are summarized as follows.

1. Collisions - Involving five (5) or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
2. Volumes - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day.
3. Sight Distance - Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop.
4. Characteristics - An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

Collision Warrant

Based on a review of SWITRS (Statewide Integrated Traffic Reporting System) no traffic collisions have been reported at this intersection during the past five years. The MUTCD Stop Sign warrant requires 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Therefore this intersection does not satisfy the collision warrant requirement.

Traffic Volume Warrant

The traffic volumes at this intersection are not high enough to satisfy the traffic volume warrant requirements of at least 300 vehicles per hour for any 8 hours of an average day. Traffic volumes of that magnitude are not achievable on either one of these residential streets. Therefore the volume warrant is not satisfied.

Characteristic Warrant

Klinedale Avenue and Hamden Street are both local residential streets. Based on the similar characteristics of the two roadways, a case could be made that the intersection satisfies the characteristic portion of the warrant.

Sight Distance Warrant

The Manual on Uniform Traffic Control Devices (MUTCD) recommends a minimum of 155 feet of clear sight distance (on 25 MPH streets) to provide adequate stopping distance for motorists. Although the speed limit along Klinedale Avenue is 25 MPH motorists were recorded traveling and average speed of 30 MPH. With occasional peaks of speeds above 35 MPH. The MUTCD recommends a safe stopping sight distance of 200 to 250 feet based on the 30-35 MPH observed speeds.

When vehicles are parked along the curb on Klinedale Avenue sight distance is reduced to approximately 80 – 100 feet for eastbound motorists stopped on Hamden Street. Therefore sight distance can be considered a factor at this intersection. Sight distance could be increased by prohibiting curb side parking however curb parking within residential neighborhoods is in short supply hence prohibiting parking is not recommended

Based on restricted sight distance, the sight distance warrant is considered satisfied at this intersection.

Table 6C-2
Stopping Sight Distance

Speed (mph)	Distance (ft)
20	115
25	155
30	**200**
35	**250**
40	**305**
45	360
50	425
55	495
60	570
65	645
70	730
75	820

CA MUTCD Sept 2006

Discussion

The intersection of Klinedale Avenue and Hamden Street is a typical residential intersection without stop signs on the Klinedale Avenue approaches. Review has indicated that the intersection does satisfy the sight distance and characteristic warrants required for installation of all-way stop signs. Although stop signs are not to be used for speed control the installation of stop signs on northbound and southbound Klinedale Avenue will result in slower speeds approaching and within the intersection.

Recommendation

The following recommendations are presented in order to increase safety and promote the safe and efficient flow of traffic. Figure 3 presents a graphical representation of the recommended improvements.

1. Convert the intersection to 3-way stops by installing stop signs, stop bars and stop legends on the northbound and southbound Klinedale Avenue approaches at the intersection of Hamden Street.
2. Install advanced "Stop Ahead" pavement legends on the northbound and southbound Klinedale Avenue approaches at the intersection of Hamden Street to advise motorists of the new stop signs.

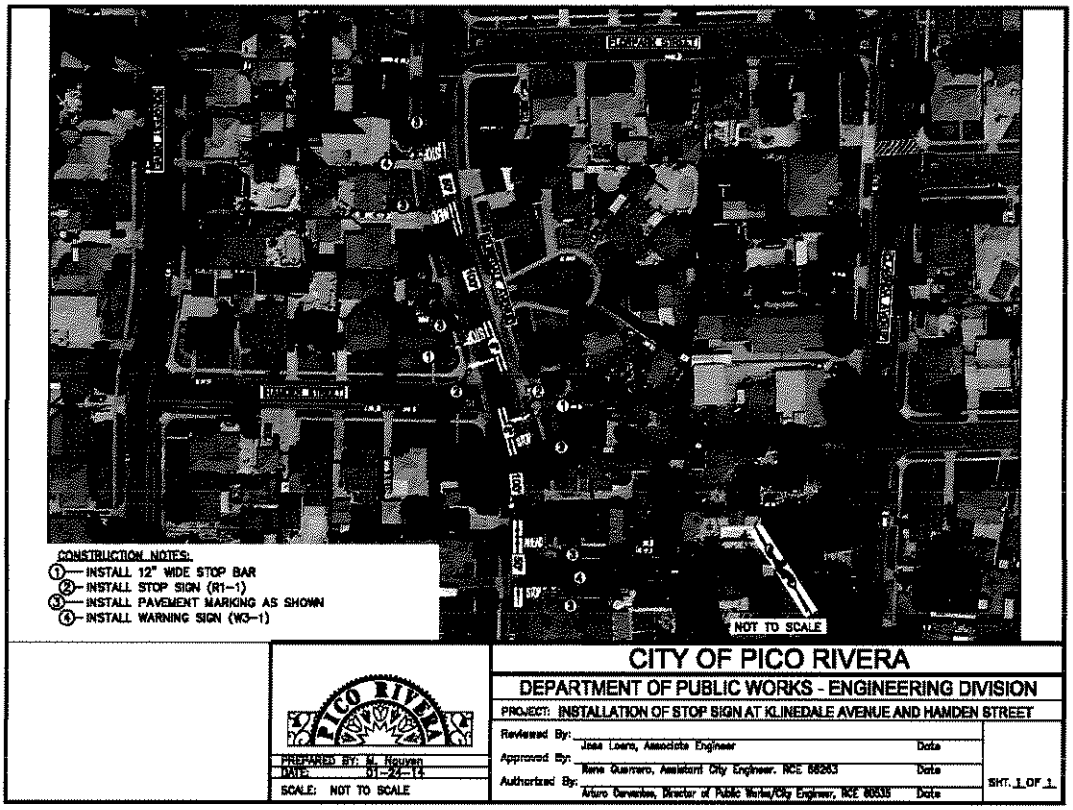


Figure 3: Recommended Improvements

California MUTCD Excerpt

Section 2B.07 Multiway Stop Applications

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in Section 2B.05 also apply to multiway stop applications.

Guidance:

The decision to install multiway stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multiway STOP sign installation:

A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

   1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

   2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but

   3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

CONSTRUCTION NOTES:

1. INSTALL 12" WIDE STOP BAR
2. INSTALL STOP SIGN (R1-1)
3. INSTALL PAVEMENT MARKING AS SHOWN
4. INSTALL WARNING SIGN (W3-1)

PREPARED BY: M. Nguyen
DATE: 01-24-14
SCALE: NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PROJECT: INSTALLATION OF STOP SIGN AT KLINEDALE AVENUE AND HAMDEN STREET

Reviewed By: _____ 2-3-14
Jose Loera, Associate Engineer — Date

Approved By: _____ 2/3/14
Rene Guerrero, Assistant City Engineer. RCE 66263 — Date

Authorized By: _____
Arturo Cervantes, Director of Public Works/City Engineer, RCE 60535 — Date

SHT. 1 OF 1

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: February 11, 2014

Subject: FUELING FACILITY CONVERSION/UPGRADE PROJECT (CITY YARD), CIP 21252 - AWARD CONSTRUCTION CONTRACT

Recommendation:

1) Award a construction contract in the amount of $77,800 to Bonsall Petroleum Construction, Inc. for the Fueling Facility Conversion/Upgrade Project (City Yard), CIP No. 21252, and authorize the Mayor to execute the contract in a form approved by the City Attorney; and

2) Authorize the transfer of $10,000 from the Street Maintenance Fund to the Fueling Facility Conversion/Upgrade Project (City Yard), CIP No. 21252; and

3) Approve the Notice of Exemption for the subject project and authorize the City Clerk to file with the County Recorder.

Fiscal Impact:

$75,000	General Fund
$10,000	Street Maintenance Division – General Fund
$85,000	

Discussion:

The City Yard has two (2) fuel tanks; one 10,000 gallon tank and one 1,000 gallon tank. Both tanks supply diesel fuel. According to the Emergency Operations Center (EOC) Program, there is a need for a locally-controlled fueling station for unleaded fuel. In the event of an emergency, this fueling station will provide fuel to emergency response vehicles.

This project entails converting the 10,000 gallon diesel fuel tank to an unleaded fuel tank. Such a conversion requires changing the existing mechanical fuel pumps to electric fuel pumps so as to meet AQMD, Los Angeles County Fire and Building Code requirements.

The City requested bids for this project and on Monday, February 3, 2014, only one responsive bid was received and opened. The responsive bid was from Bonsall Petroleum Construction, Inc. in the sum of $77,800, which is higher than the $75,000 budgeted.

An additional amount of $10,000 will be needed and is available in the operating budget (Street Maintenance Division). The impact to the operating budget will be minimal since the related operations are currently under budget. The proposed $85,000 budget will be used for construction and contingency.

As mentioned, only one bid was received for the project. Technical staff believes this is due to the specialized nature of the work, as well as a requirement that plans and specifications be provided by the contractor. Though only one bid was received, staff believes the bid is competitive. The bid is only 4% higher than the engineering estimate. Also, this bid is comparable to an informal estimate received from a similar contractor.

Bonsall Petroleum Construction, Inc. (Bonsall) has been in the petroleum business since 1992, and has been performing similar scopes of work as required by the City of Pico Rivera for over 21 years. The City's Building Official is very familiar with the high quality of work that Bonsall is known to provide, having worked with them in the past. Bonsall has provided similar scopes of work for both public agencies and private facilities alike.

The project has been reviewed for environmental compliance. Pursuant to the guidelines of the California Environmental Quality Act, the Fueling Facility Conversion/Upgrade Project is categorically exempt under Class 2 Section 15302 for the replacement of an existing facility. Under CEQA, a project is exempt if the scope of work is limited to the replacement of an existing facility where the new structure will be located on the same site as the structure replaced, and will have substantially the same purpose and capacity as the structure being replaced.

Ronald Bates

RRB:AC:GI:lg

Enc.

1) Construction Contract
2) Notice of Exemption
3) Bonsall Petroleum Construction, Inc. Bid

AGREEMENT NO. _____
PUBLIC WORKS CONTRACT SERVICES AGREEMENT

FUELING FACILITY CONVERSION/UPGRADE PROJECT (CITY YARD) CAPITAL IMPROVEMENT PROJECT NO. 21252

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this ____ day of _____ 2014 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and BONSALL PETROLEUM CONSTRUCTION, INC. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires services for the construction of Fueling Facility Conversion/Upgrade Project (City Yard), Capital Improvement Project No. 21252. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

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

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

1. SERVICES OF CONTRACTOR

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

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions, Special Provisions – Part 2, Special Provisions – Part 3, General Provisions, Proposal, Instruction to Bidders, Bidder's Proposal, Bidder's Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Notice of Award, Notice to Proceed, Change Order, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Location Map and Supplemental Information Form, Tax Identification

Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein.

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

1. Greenbook (latest edition)
2. This Agreement
3. Special Provisions
4. Caltrans Standard Specifications
5. Caltrans Standard Plans

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

2. GENERAL CONDITIONS

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

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

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

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

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

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

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

Class A – General Engineering Contractor

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

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of seventy-seven thousand eight hundred dollars with no cents ($77,800.00) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.5. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

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

4. PERFORMANCE SCHEDULE

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

4.2 **Schedule of Performance** – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within sixty-five (65) working days.

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

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

5. COORDINATION OF WORK

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

Laurie Perrault

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

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

5.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to

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

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

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

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

5.6 **Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in

such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

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

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

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

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

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

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

6. INSURANCE, INDEMNIFICATION AND BONDS

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

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

CONDITIONS:

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

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

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

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

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

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

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

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

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

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

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

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

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

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

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

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

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

6.4 **Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are

waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

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

7. RECORDS AND REPORTS

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

(1) Informal negotiation between the City and general contractor.

(2) Mediation with the general contractor.

(3) Arbitration.

(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

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

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

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

8.7 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of two hundred dollars ($200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall

be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

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

To Contractor: Bonsall Petroleum Construction Inc.
PO Box 969
Bonsall, CA 92003
Attention: Laurie Perrault

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

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

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

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

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

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

[*Intentionally left blank. Signatures follow.*]

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

ATTEST:

By: _____
Anna M. Jerome, City Clerk

Date: _____

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Brent A. Tercero, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

CONTRACTOR:

By: _____
(Print Name)

Date: _____

Signature: _____

Title: _____

Address:

_____

_____

_____

By: _____
(Print Name)

Date: _____

Signature: _____

Title: _____

Address:

_____

_____

_____

Fueling Facility Conversion/Upgrade Project (City Yard)
Scope of Services

BASE SCOPE OF WORK/SPECIFICATIONS

The Contractor shall provide all necessary labor, materials, and technical and construction documents required to convert the City's existing diesel tank to unleaded tanks, in addition to:

- Technical and construction documents (include but not limited to plans, shop drawing, technical specification, etc.) necessary to obtain permits and approvals from regulatory agencies, including the City of Pico Rivera Building Department, AQMD, the Fire Department, and the Health Department. Bidders shall conduct all necessary research with said regulatory agencies prior to submitting their bids.
- Provide and install Veeder Root Carbon canister.
- Upgrade and program existing Veeder Root.
- Pull wire to existing dispensers for required Vapor Pressure sensor equipment.
- Transfer remaining diesel product to alternate diesel tank.
- Triple rinse 1 UST and dispose of manifested water. Tank to be converted to gasoline.
- Reconnect Vapor return line in gasoline U.D.C. and in existing Diesel Turnbine Sump.
- Provide and install 1 OPW Vapor Return Spill Bucket to include face seal adapter, 4" nipple, brass adapter, 4" riser pipe, fuel cap and 71SO Drop Tube.
- Remove existing diesel leak detector.
- Provide and install 1 FX1v gas mechanical leak detector.
- Perform A.Q.M.D. Pretest.
- Perform A.Q.M.D required testing.
- Perform Monitor Certification.
- Provide site drawings, applications, and submittals for the Scope of Work listed in the estimate/contract.
- Contractor shall obtain and pay for ALL required permits from all local and state authorities having jurisdiction for work performed under this contract, including, but not limited to: City of Pico Rivera's Building & Safety Department, Air Quality Management District, County Environmental Health, and County Fire. Contractor shall coordinate all inspections required to secure the permit to operate.
- Prior to beginning work, the contractor shall schedule with the City to plan/discuss ingress and egress including any overhead/underground utilities and traffic restrictions for the safe and convenient operation of the construction equipment at the site.
- Available site plans will be reviewed by the contractor to determine all the surface and subsurface obstructions that may be damaged due to the proposed site activities.
- The work area at the site will be secured by the contractor and clearly marked for undertaking the site activities.
- Prior to final acceptance, the contractor shall conduct all testing required by the local authorities.
- Upon final inspection contractor shall provide system start up and training as required.
- All work, materials, and equipment shall have a one year warranty.
- It is the responsibility of the contractor to perform any soil sampling for contamination. Disposal of any contaminated materials at licensed facilities shall be included in the bid at no additional cost to the City.
- Facility should be in compliance with the applicable current codes as well as any code requirements to be enforced in the next five (5) years related to underground storage facilities. It is the responsibility of the Bidder to ensure that facility upgrades meet the currently approved codes and the code requirements to be enforced within the next five-years.
- Submit shop drawings for the equipment for the approval of by the City prior to procurement.
- Upon completion the all facilities and equipment constructed shall be fully operational as intended at no additional cost to the Owner.

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660
(Address)

Project Title: Fueling Facility Conversion/Upgrade Project

Project Applicant: City of Pico Rivera

Project Location - Specific:
City Yard

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
This project entails the conversion of an existing 10,000-gallon diesel fuel tank to an unleaded fuel tank. The existing mechanical fuel pumps will be converted to electrical fuel pumps to meet AQMD, County Fire and Building Code requirements. This project is necessary to meet the needs of the EOC Program.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Glen Infuso, Field Operations Supervisor

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 2 - Section 15302
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:
The scope of work is limited to the replacement of an existing facility where the new structure will be located on the same site as the structure replaced, and will have substantially the same purpose and capacity as the structure being replaced.

Lead Agency Contact Person: Glen Infuso Area Code/Telephone/Extension: 562-801-4224

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: 2/5/14 Title: Assistant City Engineer

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ATTACHMENT I
COMPANY INFORMATION FORM
RFB 2013-002 Fueling Facility Conversion

Name of Company: Bonsall Petroleum Construction, Inc.

Company Address: PO Box 969, Bonsall, CA 92003-0969

Company Phone: 760 631 0342 Fax: 760 631 0526

Site Inspection By: Thomas Perrault Title Vice President

E-Mail: laurie@bonsallpetroleum.com

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

[X] Corporation Taxpayer I.D. Number: 33-0573104

		Can Sign	Must Sign
Name Laurie Perrault	Only one signature required	[X]	[ ]
Name Thomas Perrault	Either Laurie or Tom can sign	[X]	[ ]
Name		[ ]	[ ]

1. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

2. [ ] Partnership or Joint Ventures Taxpayer I.D. Number: _____

3. Name _____

4. Address _____

5. Name _____

6. Address _____

7. If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

8. The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

9. NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Laurie Perrault, President, Treasurer

Thomas Perrault, Vice President, Secretary

CORPORATE RESOLUTION

BONSALL PETROLEUM CONSTRUCTION, INC.

The Board of Directors hereby resolves as follows:

Any document, contract or bid may be signed by either Laurie Perrault or Thomas Perrault on behalf of the corporation of Bonsall Petroleum Construction, Inc.

ACCEPTED this 21st day of October 1995.

By: _____
Laurie Perrault, Chairman/President/Treasurer

By: _____
Thomas Perrault, Director/Vice President/Secretary

ATTACHMENT I
COMPANY INFORMATION FORM
RFB 2013-002 Fueling Facility Conversion

TAX IDENTIFICATION NUMBER

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

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

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

CITY OF PICO RIVERA FINANCE DEPARTMENT
6615 Passons Blvd
Pico Rivera, California 90660

Exempt: Yes____ No X____ Telephone (760) 631 0342

CORPORATION: Bonsall Petroleum Construction, Inc.

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: No

A NON-COMMISSIONED CITY OF PICO RIVERA EMPLOYEE: No

SOLE PROPRIETOR: No

A PARTNERSHIP: No

OTHER: Corporation (Explain)

Signature

1/30/14
Date

President
Title

ATTACHMENT II
BID FORM
RFB 2013-002 Fueling Facility Conversion

It is understood and agreed that the work included under the Contract awarded pursuant to this Bid for RFB **2013-002 - Fueling Facility Conversion**, shall be completed by the Contractor by the date listed below, unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in place therefore, in the manner and time herein prescribed at the following prices, to wit:

Bid price shall include all labor, equipment, material, startup, preparation permit applications and obtaining all required permits and inspection costs with no additional cost to the City.

Base Price (Lump Sum)

SEVENTY SEVEN THOUSAND EIGHT HUNDRED ---------- Dollars ($ 77,800.00)
(in words) (in figures)

Proposed Delivery Schedule:

State proposed milestone deliverable date.
After receipt of Notice to Proceed, the complete conversion of the tank shall be completed in:

NINETY Calendar days(90)
(in words) (in figures)

In compliance with the NOTICE INVITING BIDS for RFB 2013-002 - Fueling Facility Conversion, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents therefore and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

Bonsall Petroleum Construction, Inc. President
Contractor's Business Name Contractor-Title

ATTACHMENT II
BID FORM – OPTIONAL ADDITIVE
RFB 2013-002 Fueling Facility Conversion

The following Optional Additive Items will not be included in the basis of award.

OPTIONAL ADDITIVE ITEM 1

Bidder will provide the complete goods and services as specified in Section X OPTIONAL ADDITIVE ITEM 1 , for the following price:

OPTIONAL ITEM 1 Price (Lump Sum)

TWENTY THOUSAND SEVENTY ---------- Dollars ($ 20,070.00)
(in words) (in figures)

OPTIONAL ADDITIVE ITEM 2

Bidder will provide the complete goods and services as specified in Section XI OPTIONAL ADDITIVE ITEM 2 , for the following price:

OPTIONAL ITEM 2 Price (Lump Sum)

SIXTEEN THOUSAND FIVE HUNDRED NINETY THREE---------- Dollars ($ 16,593.00)
(in words) (in figures)

ATTACHMENT III
NON-COLLUSION DECLARATION
RFB 2013-002 Fueling Facility Conversion

The undersigned declares:

I am the President of Bonsalll Petroleum Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/31/2014 [date], at Bonsall [city], CA [state]."

ATTACHMENT IV
BID BOND
RFB 2013-002 Fueling Facility Conversion

(NOTE) The following is to be used in case cash, cashier's check or certified check accompanies bid. Accompanying this proposal is a certified check or cashier's check payable to the order of the CITY CLERK, CITY OF PICO RIVERA, or cash in the amount of Eleven Thousand 00/100 Dollars ($ 11,000.00). The proceeds of the same shall become the property of said City. If, in case this proposal shall be accepted by the City through the City Council, the undersigned shall fail to execute a contract with and furnish the sureties required by the City of Pico Rivera within the required time; otherwise, die same is to be returned to the undersigned.

Bonsall Petroleum Construction, Inc.
PO Box 969, Bonsall, CA 92003
Bidder

(NOTE) If the bidder desired to submit bond with proposal instead of certified check, cashier's check, or cash, have the following form executed.

BIDDER'S BOND
KNOW AIL MEN BY THESE PRESENTS, that we onsall Petroleum Construction, Inc. as principal;

Residence Address 5344 Olive Hill Trail, Bonsall, CA 92003 Phone 760-802-0217

Business Address PO Box 969, Bonsall, CA 92003 Phone 760-631-0342

and Hudson Insurance Company

a duly authorized corporate surety;
Business Address 100 William Street, 5th Floor New York, NY 10038 Phone 866-546-3981

are held and firmly

bound unto the City of Pico Rivera, State of California in the sum of Eleven Thousand 00/100 Dollars, ($ 11,000.00) for the payment of which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that whereas said principal Bonsall Petroleum** about to hand in and submit to the City Council of the City of Pico Rivera, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council contained in the notice of advertisement attached to said bid or proposal.

**Construction, Inc.

NOW, THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the work awarded to Bonsall Petroleum Construction, Inc. there upon by said City Council and if the principal Bonsall Petroleum** shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the City Council with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the Eleven Thousand 00/100 Dollars ($ 11,000.00) as liquidated damages for such failure and neglect.

**Construction, Inc.

WITNESS our hands this 3rd day of February, 2014

Principal

Corporate Surety Kevin R. Cathcart, Attorney-in-fact

All signatures must be notarized. Attach principal and surety acknowledgements hereto. IMPORTANT – companies executing BONDS must appear on the Treasury Departments most current list and be authorized to transact business in the state where the project is located.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On February 3, 2014 (Date) before me, E. Lee, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Kevin R. Cathcart (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public E. Lee)

E. LEE
Commission # 2039204
Notary Public - California
Orange County
My Comm. Expires Aug 27, 2017

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: February 3, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin R. Cathcart
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: Philadelphia Indemnity Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On 01 of February 2014 before me, LINDSAY AKE, NOTARY PUBLIC
Date — Here Insert Name and Title of the Officer

personally appeared LAUREN PERRAULT
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

OFFICIAL SEAL
LINDSAY AKE
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1900616
SAN DIEGO COUNTY
MY COMM. EXP. SEPT. 16, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ATTACHMENT TO BID BOND

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Bond Number: 10008110

HUDSON
INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin Cathcart

of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

$10,000,000.00

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

Attest:
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By:
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
#01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of February, 2014.

By:
Dina Daskalakis, Corporate Secretary

Form Surety 10 8 2010 (v1)

ATTACHMENT V
ACKNOWLEDGMENT OF ADDENDA
RFB 2013-002 Fueling Facility Conversion

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Bidder's Signature

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. Your cooperation in this matter is greatly appreciated.

Date Project Awarded	Awarding Agency	Agency's Contract Administrator
10/13	San Diego Transit MTS	Frank Doucette
On going	City of Oceanside	Jeff Hart
On going	City of San Marcos	Pete Armstrong
Annual contract	CST Brands (Valero)	Tom Sexton

ATTACHMENT VI
DESIGNATION OF SUBCONTRACTORS
RFB 2013-002 Fueling Facility Conversion

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid, or $10,000, whichever is greater, and shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
		No Subcontractors to be used.	

ATTACHMENT VII
CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR PUBLIC WORKS PROJECTS
RFB 2013-002 Fueling Facility Conversion

(Labor Code §1861)

I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

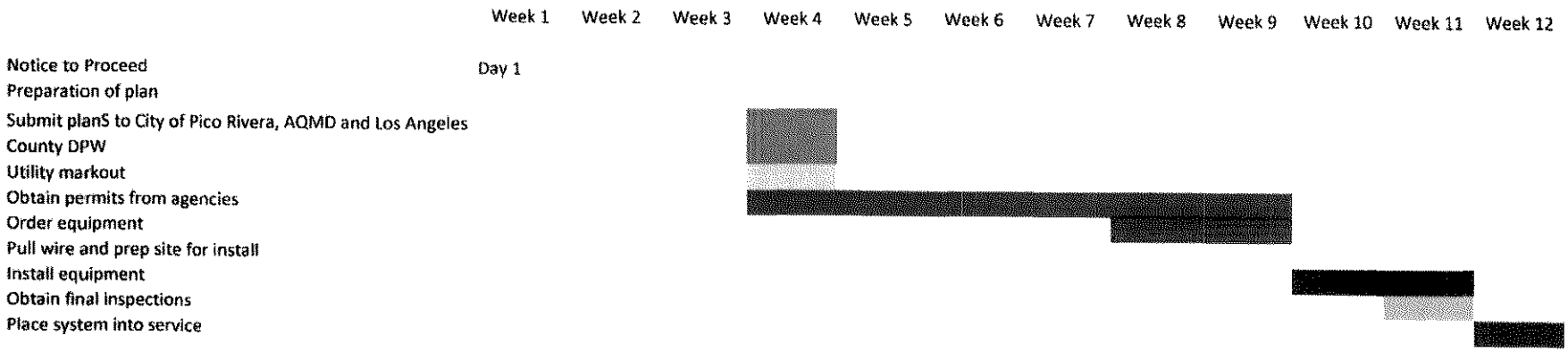
Dated: 1/30/14

CONTRACTOR

Bonsall Petroleum Construction, Inc.

Company Name

PROJECT: **RFB 2013-002 Fueling Facility Conversion**

RFB 2013-002 FUELING FACILITY CONVERSION

90 DAYS FOR COMPLETION OF PROJECT