ROLL CALL:
Mayor/Chairman/President: Dr. Monica Sanchez
Mayor Pro Tempore/Vice Chairman/Vice President: Erik Lutz
Councilmembers/Directors/Commissioners: Gustavo V. Camacho, Raul Elias, Andrew C. Lara

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

CERTAIN PROVISIONS OF THE BROWN ACT ARE TEMPORARILY WAIVED PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-25-20, N-29-20 AND AB 361. CITY COUNCIL MEETINGS CAN BE ATTENDED IN PERSON OR VIEWED LIVE ON CTV3 AND THE CITY’S WEBSITE AT WWW.PICO-RIVERA.ORG. IF YOU WISH TO SUBMIT A PUBLIC COMMENT CARD ON ANY OF THE LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, YOU MAY DO SO IN ADVANCE BY EMAIL TO THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG, PLEASE PROVIDE YOUR FULL NAME AND SUBJECT. PUBLIC CORRESPONDENCE SUBMITTED ELECTRONICALLY VIA EMAIL WILL BE PROVIDED TO THE CITY COUNCIL, BUT NOT READ ALOUD AT THE MEETING.

YOU MAY ALSO ATTEND THE MEETING THROUGH A COMPUTER OR TELEPHONE.

(IF YOU PLAN TO SPEAK DURING PUBLIC COMMENT, PLEASE JOIN VIA ZOOM OR DIAL IN VIA TELEPHONE 30 MINUTES PRIOR TO THE START OF THE MEETING @ 6:00 p.m.). NO NEW CALLS OR REGISTRATION WILL BE TAKEN IF NOT REGISTERED BY THE REQUIRED TIME.

REGISTRATION IN ADVANCE FOR THIS MEETING IS REQUIRED. After registering, you will receive a confirmation email containing information about joining the meeting.

TO JOIN BY COMPUTER PLEASE USE THE INFORMATION BELOW:

https://us06web.zoom.us/meeting/register/tZMtFumurTkoHt3owul8tVztsYhxo7Uuj-Y1

*Commissioners receive a $30.00 stipend per each meeting held and attended.
HOW TO PARTICIPATE DURING THE MEETING: Members of the public are encouraged to participate under PUBLIC COMMENTS on any agenda and non-agenda items of interest during the PUBLIC COMMENTS period. When called upon to speak please state your name for the record.

Members of the public desiring to participate in the virtual City Council meeting are invited and welcome to do so. Please be advised that there exists the possibility of technological interruptions in telephone or Zoom connections which are beyond the control of City staff. Every effort will be made to establish or reestablish uninterrupted virtual participation in the Council meeting. Your patience and understanding is appreciated.

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

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION(S):
- Whole Child Presentation
- Municipal Clerks Week May 1 – 7, 2022 Proclamation

PUBLIC HEARING(S):

City Council:

1. Continue Public Hearing – Fiscal Year 2022-2023 Community Development Block Grant (CDBG) Annual Action Plan Approval. (1600)
   a. Open hearing
   b. City Manager Report
   c. Written Communications
   d. Oral Communications
   e. Close hearing
   f. Recommendation:
      1. Continue the Public Hearing to the City Council meeting of June 28, 2022.

2. Public Hearing – Conditional Use Permit No. 750, General Plan Amendment No. 60, Zone Reclassification No. 327, Major Variance No. 191, Zoning Code Amendment No. 189, Mitigated Negative Declaration for a Public Storage Facility Located at 6605 Rosemead Boulevard. (1300)
   a. Open hearing
   b. City Manager Report
   c. Written Communications
   d. Oral Communications
e. Close hearing

f. **Recommendation:**

1. Approve a resolution ratifying Conditional Use Permit No. 750;
2. Approve a resolution ratifying General Plan Amendment No. 60 – amending the Floor Area Ratio (FAR);
4. Approve a resolution and introduce an ordinance approving Zone Reclassification No. 327, changing the zone from General-Commercial (C-G) to Professional-Administrative (P-A);
5. Approve a resolution ratifying Major Variance No. 191 approving an increase in the height of the building and for rear setbacks; and
6. Approve a resolution ratifying the Mitigated Negative Declaration and Mitigation Monitoring Reporting Plan.

Resolution No. ______  **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION OF A 63,446 SQUARE FOOT FOUR-STOREY SELF-STORAGE FACILITY DEVELOPMENT AT 6605 ROSEMEAD BOULEVARD SPECIFICALLY DESCRIBED IN ATTACHMENT “A” ATTACHED HERETO AND FURTHER DESIGNATED AS CONDITIONAL USE PERMIT NO. 750**

Resolution No. ______  **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT OF THE PICO RIVERA GENERAL PLAN COMMERCIAL LAND USE DEVELOPMENT FLOOR AREA RATIO INTENSITY, HEREIN AS GENERAL PLAN AMENDMENT NO. 60**

Resolution No. ______  **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN ORDINANCE AMENDING SECTIONS TO TITLE 18, *ZONING*, OF THE PICO RIVERA MUNICIPAL CODE DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 189**

Ordinance No. ______  **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING TITLE 18, *ZONING*, OF THE PICO RIVERA MUNICIPAL CODE TO ALLOW SELF-STORAGE FACILITIES IN THE PROFESSIONAL-ADMINISTRATIVE (P-A) ZONE HEREIN AS ZONE CODE AMENDMENT NO. 189 (FIRST READING AND INTRODUCTION)**

Resolution No. ______  **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING A ZONE RECLASSIFICATION FOR THE PROPERTY LOCATED AT 6605 ROSEMEAD BOULEVARD TO CHANGE THE ZONE CLASSIFICATION FROM GENERAL COMMERCIAL (C-G) TO**
PROFESSIONAL AND ADMINISTRATIVE (P-A) TO ALLOW FOR THE DEVELOPMENT OF THE PROPERTY AS A SELF-STORAGE FACILITY AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 327

Ordinance No. ______ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO CHANGE THE ZONE DESIGNATION FROM GENERAL COMMERCIAL (C-G) TO PROFESSIONAL AND ADMINISTRATIVE (P-A) TO ALLOW FOR THE DEVELOPMENT OF THE PROPERTY AS A SELF-STORAGE FACILITY AS SHOWN ON ATTACHMENT “A” AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 327 (FIRST READING AND INTRODUCTION)

Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A REQUEST FOR A MAJOR VARIANCE TO DEVIATE FROM DEVELOPMENT STANDARDS TO ALLOW THE CONSTRUCTION OF A 63,446 SQUARE FOOT FOUR-STORY SELF-STORAGE FACILITY DEVELOPMENT AT 6605 ROSEMEAD BOULEVARD SPECIFICALLY DESCRIBED IN ATTACHMENT “A” ATTACHED HERETO AND FURTHER DESIGNATED AS MAJOR VARIANCE PERMIT NO. 191

Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR CONDITIONAL USE PERMIT NO. 750, GENERAL PLAN NO. 60, MAJOR VARIANCE NO. 191, ZONING CODE AMENDMENT NO. 189 AND ZONE RECLASSIFICATION NO. 327

   a. Open hearing
   b. City Manager’s Report
   c. Written Communications
   d. Oral Communications
   e. Close hearing
   f. Recommendation:

PUBLIC COMMENTS - IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE EMAIL THE CITY CLERK’S OFFICE AT PUBLICCOMMENTS@PICO-RIVERA.ORG OR JOIN THE MEETING IN PERSON OR VIA COMPUTER/TELEPHONE.
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.

City Council:

4. Minutes:
   • City Council regular meeting April 12, 2022
   Recommendation: Approve
   • Parks and Recreation Commission regular meeting February 10, 2022;
   • Planning Commission regular meetings of October 5, 2020, November 16, 2020, December 14, 2020, April 19, 2021, August 16, 2021 and September 20, 2021
   Recommendation: Receive and file

5. 17th Warrant Register of the 2021-2022 Fiscal Year. (700)
Check Numbers: 289282-289287; 289288-289309; 289310-289365
Special Check Numbers: 289366-289367
Recommendation: Approve

Recommendation:
   1. Approve a resolution opposing Initiative No. 21-0042 A1, the Taxpayer Protection and Accountability Act.


7. Review and Approve a Resolution Establishing the City’s Capital Asset Capitalization Policy. (700)
Recommendation:
   1. Approve a resolution establishing the City’s Capital Asset Capitalization Policy.
Resolution No. _______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING A CAPITAL ASSET CAPITALIZATION POLICY

8. Approve a Resolution Accepting a Solid Waste Hauling Rate Adjustment for a New Residential Organics Diversion Program as Authorized by the Franchise Agreement with NASA. (500)

Recommendation:
1. Approve a resolution accepting a solid waste hauling rate adjustment as authorized by Section 2.9.2 “New Diversion Programs” of the franchise agreement between the City of Pico Rivera and NASA Services, Inc. for a new residential organics diversion program.

Resolution No. _______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A SOLID WASTE HAULING RATE ADJUSTMENT FOR A NEW RESIDENTIAL ORGANICS DIVERSION PROGRAM EFFECTIVE JULY 1, 2022

9. Review and Approve a Resolution Ratifying the City’s Investment Policy for Fiscal Year 2022-2023. (700)

Recommendation:
1. Review and approve a resolution ratifying the City of Pico Rivera Investment Policy for fiscal year (FY) 2022-23 governing investments for the City and the Successor Agency.

Resolution No. _______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RATIFYING THE “INVESTMENT POLICY” FOR FISCAL YEAR 2022-23

10. Assembly Bill 361 Findings. (300)

Recommendation:
1. Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing; and
2. Take such additional, related, action that may be desirable.

11. Award Agreement for Dial-A-Van Operation and Maintenance Services. (500)

Recommendation:
1. Award a three-year agreement beginning on July 1, 2022 to Southland Transit, Inc. for Dial-A-Van Operation and Maintenance Services for a total over three years in an amount not-to-exceed $1,289,489; and
2. Authorize City Manager to sign and execute the agreement with Southland Transit, Inc.

Agreement No. _________
12. **Approve an Increase in the Fiscal Year 2021-22 Purchase Order with Fiesta Taxi Incorporated for Paratransit Services.**  
   **Recommendation:**
   1. Approve an increase in the fiscal year (FY) 2021-22 purchase order (PO) with Fiesta Taxi Incorporated in an amount of $95,000 to be added to the current PO amount of $49,000 for a new total PO amount of $144,000; and
   2. Authorize the City Manager to re-appropriate any unused PO amount in FY 2022-23; and
   3. Authorize the City Manager to execute the increased PO.

13. **Local Roadway Safety Plan LRSPL-5351 (039) (Non-CIP No. 4700) – Award Professional Services Agreement for Engineering Services.**  
   **Recommendation:**
   1. Award a Professional Services Agreement to TJKM Transportation Consultants to provide engineering services for the development of a Local Roadway Safety Plan, LRSPL-5351 (039) (Non-CIP No. 4700) for an amount not-to-exceed $114,795 and authorize the City Manager to execute the agreement in a form approved by the City Attorney; and
   2. Amend the fiscal year (FY) 2021-22 Adopted Budget by appropriating $50,000 from Proposition C Funds fund balance.

   Agreement No. ________

14. **Annual Sidewalk Improvements Project (CIP No. 50038) – Notice of Completion.**  
   **Recommendation:**
   1. Accept the work as completed for the Annual Sidewalk Improvements Project, CIP No. 50038 constructed by Vido Samarzich, Inc. and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
   2. Authorize the City Manager to release the retention payment totaling $18,722 to Vido Samarzich, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

15. **Approve Professional Services Agreement with Project Dimensions, Inc. for Support Services for the Pico Rivera Regional Bikeway Bridge Project.**  
   **Recommendation:**
   1. Authorize the City Manager to enter into a Professional Services Agreement with Project Dimensions, Inc. for professional project support services for the Pico Rivera Regional Bikeway Bridge Project for an amount not-to-exceed $100,000.

   Agreement No. ________

16. **Minutes:**
   - Successor Agency regular meeting December 14, 2021
   **Recommendation:** Receive and file
17. **Review and Approve a Resolution Ratifying the City's Investment Policy for Fiscal Year 2022-2023.**

**Recommendation:**

1. Review and approve a resolution ratifying the City of Pico Rivera Investment Policy for fiscal year (FY) 2022-23 governing investments for the City and the Successor Agency.

Resolution No. _______ A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PICO RIVERA, CALIFORNIA, RATIFYING THE “INVESTMENT POLICY” FOR FISCAL YEAR 2022-23

Water Authority:

18. **Minutes:**

   • Water Authority regular meeting April 12, 2022

**Recommendation:** Receive and file

19. **PFAS Treatment System – Plants 1, 2 and Well 5 Project (CIP No. 50042) - WRD Grant PFAS Remediation Program Participation Agreement.**

**Recommendation:**

1. Authorize the Executive Director to execute the Water Replenishment District of Southern California (WRD) PFAS Remediation Program Participation Agreement for the PFAS Treatment Systems – Plants 1, 2 and Well 5 Project, CIP No. 50042 (Project) for reimbursement in the amount of $5,853,000 in a form approved by the City Attorney, and all other documents necessary to fulfill the duties and obligations under the grant;

2. Adopt Financial Capability Resolution certifying that Pico Rivera Water Authority (PRWA) has adequate financial reserves and ability to cover any and all costs in excess of the WRD grant funding for the Project; and

3. Approve receipt and appropriation of WRD reimbursements totaling $5,853,000 to the Water Authority Fund Account No. 699.70.7340.54500. CIP50042.

Agreement No. _______

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA:

City Council:

20. **Approve a Resolution Ratifying the Preliminary Official Statement, Continuing Disclosure Certificate and Pension Funding Policy for the Proposed Pension Obligation Bonds, Series 2022.**

**Recommended:**

1. Approve a resolution ratifying the Preliminary Official Statement, Continuing Disclosure Certificate, and Pension Funding Policy in connection with the
City of Pico Rivera Pension Obligation Bonds, Series 2022 to refinance the City of Pico Rivera pension obligations to CalPERS.

Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH TAXABLE PENSION OBLIGATION BONDS TO REFINANCE THE CITY’S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM, APPROVING THE FORM OF A CONTINUING DISCLOSURE CERTIFICATE, APPROVING A PENSION FUNDING POLICY, AMENDING RESOLUTION NO. 7134 AND APPROVING ADDITIONAL ACTIONS RELATED THERETO


Recommendation:
1. Receive and file the Treasurer’s Report for the quarter ending March 31, 2022, which represents balances and activities for the third quarter (January through March) of the 2021-22 fiscal year; and

Successor Agency:

22. Approval of the Forgiveness of a Debt Owing to the Successor Agency from Sequoyah Holdings, LLC. (1500)

Recommendation:
1. Approve a resolution of the Successor Agency to the Pico Rivera Redevelopment Agency approving the forgiveness of a debt owing to the Successor Agency from Sequoyah Holdings, LLC.

Resolution No. ______ A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY, APPROVING THE FORGIVENESS OF A DEBT OWING TO THE SUCCESSOR AGENCY FROM SEQUOYAH HOLDINGS, LLC

Water Authority:

23. Authorize Purchase of Advance Meter Infrastructure with Ferguson Waterworks. (700)

Recommendation:
1. Authorize the purchase of Neptune Advance Water Meter Infrastructure (CIP No. 50072) from Ferguson Waterworks in the amount of $2,729,097, and authorize the Executive Director to execute an agreement in a form approved by the General Counsel; and
2. Amend fiscal year (FY) 2021-22 Adopted Budget by appropriating $2,729,097 in Water Funds (Fund 550) to Account No. 550.70.7300.54500.50072 for the purchase of Advance Meter Infrastructure.
Agreement No. ________

CITY MANAGER/STAFF REPORTS

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS)

CLOSED SESSION:

a. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representative: City Manager Steve Carmona and Interim Assistant City Manager/Administrative Services Director Angelina Garcia
Employee Organizations: Service Employees International Union Local 721 Full-time, Part-time and Directors Units, and Confidential Employees Association

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9 (d)(4)
Initiation of litigation – One matter

c. PUBLIC EMPLOYEE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: City Manager

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 www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 21st, day of April 2022.

Dated this 21st, day of April 2022

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 City’s website.
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. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- 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).
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022
Subject: CONTINUE PUBLIC HEARING – FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN APPROVAL

Recommendation:

1. Continue the Public Hearing to the City Council Meeting date of June 28, 2022.

Fiscal Impact:

There is no fiscal impact to this item.

Background:

The City of Pico Rivera receives an annual funding allocation in CDBG funds from HUD annually. These funds are used to develop viable communities by promoting integrated approaches that provide and expand economic opportunities for low- and moderate-income persons. Examples include public services programs, social services, and economic development activities.

Each year, the City prepares an Annual Action Plan in connection with the five-year Consolidated Plan, which details how the City will spend its allocated CDBG funds. The Annual Action Plan has two principal purposes:

1. Identify the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objective and outcomes to be achieved within the overall context of the five-year consolidated plan; and
2. Act as the City’s application process for federal formula grants, comprised of the CDBG programs.

The anticipated CDBG entitlement allocation for fiscal year (FY) 2022-23 is approximately $600,000. HUD has not announced an official allocation amount, nor a timeline of when the allocation will be provided. HUD has advised all participating cities not to adopt the Action Plan until the final allocation has been provided. This is a departure from previous years when an estimated allocation could be utilized. As such, staff is recommending
that the Public Hearing item be continued to the meeting of June 28, 2022 in anticipation that the allocation will be provided.

**Conclusion:**

Continue the Public Hearing to the City Council meeting of June 28, 2022.

Steve Carmona

SC:MG:JG:dl
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022
Subject: PUBLIC HEARING – CONDITIONAL USE PERMIT NO. 750, GENERAL PLAN AMENDMENT NO. 60, ZONE RECLASSIFICATION NO. 327, MAJOR VARIANCE NO. 191, ZONING CODE AMENDMENT NO. 189, MITIGATED NEGATIVE DECLARATION FOR A PUBLIC STORAGE FACILITY LOCATED AT 6605 ROSEMEAD BOULEVARD

Recommendation:

1. Approve a resolution ratifying Conditional Use Permit No. 750;

2. Approve a resolution ratifying General Plan Amendment No. 60 – amending the Floor Area Ratio (FAR);

3. Approve a resolution and introduce an ordinance approving Zoning Code Amendment No. 189 – amending sections of Title 18, Zoning, of the Pico Rivera Municipal Code;

4. Approve a resolution and introduce an ordinance approving Zone Reclassification No. 327 changing the zone from General-Commercial (C-G) to Professional-Administrative (P-A);

5. Approve a resolution ratifying Major Variance No. 191 approving an increase in the height of the building and for rear setbacks; and

6. Approve a resolution ratifying the Mitigated Negative Declaration and Mitigation Monitoring Reporting Plan.

Fiscal Impact:

There is no fiscal impact from this item.
Background:

On September 14, 2021, an application was submitted for the construction of a new 63,446 square-foot, four-story (52’ feet in height) self-storage facility located at 6605 Rosemead Boulevard. The project site is approximately 28,208 square feet (0.65 acres) and is zoned General-Commercial (C-G) with a General Plan Land Use designation of Commercial (C) with a Mixed Use (M-U) Overlay. The applicant is seeking approval of a General Plan Amendment to increase the allowable floor area ratio (FAR), rezone from General-Commercial (C-G) to Professional Administrative (P-A), Zoning Code Amendments, Conditional Use Permit (CUP) and a Major Variance to allow the construction of a new self-storage facility. The property was developed with a single-family home built in the 1940’s that was demolished in 1980 and has been vacant since. In 1982, the zoning was changed from Single-Family (S-F) to Professional-Administrative (P-A). In 2014, the City approved a zone reclassification from P-A to C-G for the future development of an extended stay hotel, which subsequently was never developed. The applicant is now requesting to revert to the P-A zone designation as part of this application.

As City staff continues to encourage the redevelopment of infill properties, updates and flexibility within the Zoning Ordinance and General Plan becomes a priority. The City continues to be business friendly and streamlining sections of the Zoning Ordinance is important to ensure expedited processes and allowing for suitable and desirable uses. By amending certain portions within the code, it provides some flexibility to allow for neighborhood serving uses, such as the proposed storage facility project.

Planning Commission Action
At the Planning Commission hearing on April 4, 2022, the Planning Commission recommended approval to the City Council to develop a new self-storage facility located at 6605 Rosemead Boulevard. Based on written and oral testimony presented at the hearing, the Planning Commission found that the applicant adequately demonstrated support for the findings listed in Pico Rivera Municipal Code Sections 18.56.090 (Conditional Use Permit) and 18.60.050 (Variances) and that the project was consistent with all General Plan, Zoning Code Amendments and Zone Reclassification provisions set forth in the zoning code. Additionally, at the hearing, revised conditions of approval as part of CUP No. 750 were presented and incorporated into the Planning Commission Resolution.

Surrounding Properties
The project site is located at 6605 Rosemead Boulevard on a block bounded by Washington Boulevard to the South, Rosemead Boulevard to the East, Manzanar Avenue to the West and Coffman and Pico Road to the North.
CITY COUNCIL AGENDA REPORT – MEETING OF APRIL 26, 2022
PUBLIC HEARING – CONDITIONAL USE PERMIT NO. 750, GENERAL PLAN AMENDMENT NO. 60, ZONE RECLASSIFICATION NO. 327, MAJOR VARIANCE NO. 191, ZONING CODE AMENDMENT NO. 189, MITIGATED NEGATIVE DECLARATION FOR A PUBLIC STORAGE FACILITY LOCATED AT 6605 ROSEMEAD BOULEVARD
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<table>
<thead>
<tr>
<th>General Plan</th>
<th>Zone</th>
<th>Existing Uses</th>
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<tr>
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<tr>
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<td>General-Commercial Mixed-Use Overlay</td>
</tr>
<tr>
<td>West</td>
<td>Low Density Residential</td>
<td>Single-Family Residential</td>
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**Project Description**

The proposed four-story building has a maximum height of 52 feet with a total net floor area of 63,466 square feet, which results in a Floor Area Ratio (FAR) of approximately 2.25. The project includes seven (7) vehicular parking spaces and three (3) loading bays in a surface parking lot that would be accessed via a 28’ wide driveway located at the southwest corner of the site on Rosemead Boulevard and is also accessible by pedestrians via an accessible path adjacent to the driveway. The staffed hours of storefront operation will be from 8:00 a.m. to 6:30 p.m. with customer access available from 5:00 a.m. to 10:00 p.m. via a smartphone app and/or a physical keypad with a unique code assigned to each customer. The facility is designed with all storage units accessible from secured, interior corridors.

The primary components of the building are:

- 66,066 SF in total building area
- 4 stories/52’ in total height
- 7 vehicular spaces with 3 loading bays in surface lot
- 680 individual storage units ranging in size
- 621 square-foot ancillary leasing office located at the front of the facility

In order for the project to be developed, the Applicant is requesting variance relief from the Pico Rivera Zoning Code's established building height and rear setbacks as follows:

<table>
<thead>
<tr>
<th>Development Standard (P-A Zone)</th>
<th>Proposed Project</th>
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<tr>
<td>Front Setback: 15 feet</td>
<td>15 feet-Complies</td>
</tr>
<tr>
<td>Interior Side Setback: 0 feet</td>
<td>North Side: 0’-Complies</td>
</tr>
<tr>
<td></td>
<td>South Side: 33’-Complies (28’ Fire Lane required)</td>
</tr>
</tbody>
</table>
Rear Setback: 1st/2nd floors: 25 feet
3rd floor: 30 feet
4th floor: 35 feet

1st/2nd floors: 25'-Complies
3rd floor: 30'-Seeking Variance
4th floor: 35'-Seeking Variance

Building Height: 42 feet
52' feet-Seeking Variance

Lot Coverage: 60%
48%(13,571SF)-Complies

Floor Area Ratio (FAR)-MU GP: 1.0 (28,208SF)
2.25(63,446 SF)-Seeking General Plan Amendment

Discussion:

The applicant is requesting multiple entitlements and amendments to both the General Plan and Zoning Code in order to construct and permit the proposed self-storage facility.

General Plan Amendment

The project site has a General Plan land use designation of Commercial with a Mixed-Use Development (M-U)/Housing Element Opportunity overlay. The maximum FAR in the Commercial designation is 0.75 for non-residential uses. The Commercial designation is intended to provide areas for general shopping, commercial service and professional office needs of the community. The M-U designation provides for flexible land uses in activity centers and innovative designs to produce a successful blend of land uses within the district. The M-U designation also provides flexibility to develop standalone commercial or residential type of developments.

The project would require a General Plan Amendment to allow a maximum FAR of up to 2.5 for non-residential uses in the Commercial land use designation areas. Rather than restrict or make the FAR exclusive to this project site, the increased FAR of up to 2.5 for Commercial designated sites will allow more flexibility and thus not necessitate a need for future amendments to change the land use character for other Commercial designated sites that currently limits the potential buildout on other subject properties. Based on both the applicant’s and staff’s research on comparable FAR ratios (Enclosure 1), the maximum allowable 2.5 FAR is consistent with other adjacent and comparable City’s established FAR for similar zoning and land uses. Self-storage facilities are a low intensity commercial use with low trip generation due to the nature of the use and with limited vehicle miles traveled since customers generally prefer the use to be close to their residence. In addition, utility and public service needs are limited because of the low occupancy, integrated on-site security, and limited on-site water and electricity demands. By allowing a self-storage facility to achieve an increased FAR over 0.75 up to 2.5, the City is permitting an added service to the area as well as providing future development flexibility for projects in the Commercial land use designation.
Zone Reclassification
The City of Pico Rivera Zoning Ordinance does not allow the development of public storage facilities. In 2006, the City adopted Zoning Code Amendment No. 147 prohibiting the establishment of new self-storage facilities. At the time of adoption, there were seven (7) public storage facilities that were determined to constitute a large concentration and an underutilization of parcels. According to business license records, there are currently six (6) self-storage facilities. The subject site in which the applicant is proposing the self-storage facility has been vacant for 42 years. Smaller commercial sites are harder to fill and developed since sales move to an online platform. As such, staff proposes to change the current zoning from General-Commercial (C-G) to Professional-Administrative (P-A) so that the subject property is consistent with the zoning to the north and south of the site. The P-A is also a limited zone throughout the City which would in turn limit the number of future self-storage facilities.

As noted above, in 2014 the City approved a rezone from P-A to C-G to allow an extended stay hotel, which was never developed for this site. Allowing the site to revert to the P-A zoning classification will make the site consistent with the immediate adjacent zoning to the north and south of the subject site as well as establish self-storage facilities as a conditional use that is only allowed in the P-A zone thereby avoiding any future overconcentration of this use within the City.

The project is consistent with Goal 3.8 of the General Plan, which states: “Diverse and attractive commercial, office, and mixed-use development that serves the community’s needs and contributes to the City’s economic vitality.” The proposed project is also consistent with the following objectives and policies, specifically:

- Policy 3.8-4-New Commercial and Mixed-Use Development, in that the project should promote high quality commercial and office mixed-use redevelopment that is compatible with surrounding uses and enhances adjacent streetscapes.
  - The proposed self-storage facility is a new commercial serving project that is sited well and generally complies with all setbacks and is compatible with surrounding uses. The project is providing a 28+' setback to the south adjacent to the existing motel and the operation itself is fully enclosed. The project is also providing a 15-foot landscaped front yard setback to enhance Rosemead Boulevard streetscape. Additionally, there are six Canary Island pines being planted within the 25-foot rear yard setback to provide adequate buffer and screening from the single-family residences to the west.
Policy 3.8-6-Enhanced Design Character, in which the project encourages the renovation, infill, and redevelopment of existing commercial areas to improve their architectural design and quality, reduce the visual prominence of parking lots...and enhance the definition and character of the street frontage and associated streetscapes.

- The proposed Self-storage facility is an infill development that will improve the existing area and site utilizing high quality materials while reducing the visual prominence of parking lots and enhancing the overall character of the area, street frontage and associated streetscapes.

Policy 3.8-7-Buffering Adjoining Residential Areas, in that projects should require buffering, screening, setbacks and other measures for new and expanded commercial uses adjacent to residential neighborhoods to minimize impacts and compatibility conflicts.

- The proposed self-storage facility includes the planting of six Canary Island pines within the 25-foot rear yard setback, providing a buffer and screen from the single-family residences to the west.

Zoning Code Amendments
The project applicant is seeking multiple Zoning Code amendments to allow the construction of a new self-storage facility. City staff has reviewed sections of the municipal code that need updating as requested for the project to be viable and compatible with existing City code, objectives, and the surrounding area. These updates are considered minor in nature; however, they will help City staff in facilitating the project and implementing regulations that will ensure there is not an overconcentration of these types of projects.

The updates include the following:

1. Chapter 18.04.760 Self-Storage Facilities, Definitions, was amended to read:
   - Existing Language:
     - "Self-storage facilities" means a use in which secure self-storage spaces are rented and/or leased to clients for the storage and retrieval of personal property, and may include “public storage facilities” containing individual storage areas that are one thousand square feet in size or greater and “mini storage facilities,” containing individual storage areas that are less than one thousand square feet in size.
Proposed Language:

- Facilities offering enclosed storage with individual access that are rented and/or leased for personal effects and household goods, including mini-storage. A facility may contain various sized, individual compartmentalized and controlled access stalls or spaces. This use excludes workshops, hobby shops, manufacturing, warehousing or other commercial activity.

The amended/proposed definition above revises the previous definition to remove the size restriction of individual storage units and clarifies activities that are excluded from this type of use.

2. Chapter 18.40, Land Use Regulations, Table 18.40.040 (D) is amended to add Self-Storage Facilities and adding existing Note 1 to clarify with approval of a Conditional Use Permit in the Professional Administrative (P-A) Zone.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
<td>P-A C-M C-N C-G CPD M-U Overlay</td>
</tr>
<tr>
<td>87. Self-Storage Facility</td>
<td>1, 71, 82</td>
</tr>
</tbody>
</table>

3. Chapter 18.40, Land Use Regulations, Section 18.40.050 (C) (71), was amended to read:

- **Note 71.** Effective March 23, 2006, Self-storage facilities as defined in Section 18.04.604 18.04.760 are not permitted in the P-A zone in the city, with approval of a conditional use permit provided, however, that this provision shall not affect self-storage facilities that are in operation or have received city entitlements prior to such date. No other self-storage facility shall be located within 1,000 feet from any other such facility.

4. Chapter 18.40, Land Use Regulations, Section 18.40.050 (C), Special Use Conditions and Chart Notes, Note 82 would be created to specify specific development regulations for self-storage facilities.
Note 82. Self-storage facilities. The following operations and property development regulations shall apply to new self-storage facilities and to all existing facilities at such time as the storage area of the existing business is expanded:

a. **Business Activity:** The use of self-storage facilities by customers shall be limited to inactive storage only. No retail, repair, or other business activity shall be conducted out of the individual rental storage units. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the premises. Examples of activities prohibited in said facilities include but are not limited to the following:

1. **Auctions, commercial wholesale or retail sales, or miscellaneous garage sales.** An exception is made for auctions required by law to comply with lien sale requirements. During the course of said lien sales, customer vehicles shall not be allowed to obstruct travel ways within the storage facility.

2. **The servicing, repair, or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment.**

3. **The operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment.**

4. **The establishment of a transfer and storage business.**

b. **Enclosure:** Outdoor storage is prohibited. No boats, trailers, and/or other vehicles shall be parked or otherwise stored.

c. **Lighting:**

1. **Lighting shall be designed to provide safety and security and shall serve to unify and enhance the general appearance of the parcel area.**

2. **The installation of a specific style or type of lighting fixture shall be required to create harmony and compatibility of architectural elements.**

3. **Accent lighting shall be designed and incorporated to showcase key architectural features of the buildings and key elements of the landscaping and shall be subject to the approval of the Department of Community & Economic Development.**
4. No light shall direct or deflect glare to streets or adjacent uses. Special attention shall be provided to ensure that illumination shall not have a negative environmental impact on the land uses surrounding a self-storage facility.

d. Hazardous Materials: No caustic, hazardous, toxic or flammable or explosive matter, material, liquid, or object, nor any matter, material, liquid or object that creates obnoxious or offensive dust, odor or fumes shall be stored in a storage unit.

e. Utilities: Water, gas or telephone service to any rental space is prohibited.

f. Habitation: Human habitation of any rental space is prohibited.

5. Chapter 18.44, Off-Street Parking and Loading, Table 18.44.040 (B), was amended to add Self-Storage Facilities.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>P-A, C-N, C-M, C-C, C-G and CTP Zones</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Commercial Uses</td>
<td>Parking Spaces and/or Facilities Required</td>
</tr>
<tr>
<td>6. Self-Storage Facilities</td>
<td>One open parking space for 125 storage units, plus one parking space for each 300 square feet of office.</td>
</tr>
</tbody>
</table>

Since the City does not currently have established parking standards for self-storage facilities, staff requested that the applicant prepare and submit a transportation and parking analysis report (Enclosure 2) that compared other similar cities parking demand characteristics at other self-storage facilities. The project is designed to provide a total of ten (10) on-site parking spaces. Of the ten (10) spaces, three (3) are planned to be 30-foot loading spaces and a minimum of one (1) ADA accessible space. Based on the parking demand studies provided in the report of other comparable and nearby storage facilities, the forecasted project peak parking demand of a 680-unit facility was determined to be a total of five (5) parking spaces. Therefore, it can be concluded that the proposed parking supply is sufficient to accommodate the projected and forecasted peak parking demand. The code amendment reflects a parking ratio of one (1) space per 125 units (1:125) plus one (1) space per 300 (1:300) square feet of office space, which is consistent with the projected peak parking demand, requiring the project to provide a total of 7.44 or seven (7) spaces.

Conditional Use Permit (CUP)
As noted previously in the staff report, the project is seeking a zone reclassification from C-G to P-A to allow a self-storage facility use with approval of a CUP. Consideration of a CUP is to ensure that the use is generally consistent with the purposes of the zoning district where it is proposed but also requires special consideration to ensure that it can be designed, located, and operated in a manner that will not interfere with the use and enjoyment of surrounding properties. Pursuant to PRMC Section 18.56.090, a Conditional Use Permit shall only be granted if the decision-making body determines that the project, as submitted or modified, conforms to all of the following criteria. The inability to make one of the findings is grounds for denial of an application.

1. That the granting of such permit will be in the interest of furtherance of public welfare;
2. That the proposed use of land described in the application will not be detrimental in any way to other adjoining and neighboring properties in the general area in which the use is proposed to be located;
3. That the property described in the application is suitable for the proposed use of land;
4. That the traffic-generating capacity and operation of the proposed use of land will not place a demand for or burden upon other municipal improvements or services, or utilities;
5. That adequate consideration for the protection of the environment has been satisfactorily demonstrated;
6. That the proposed use of land is consistent with the provisions and objectives of the general plan; and
7. That adequate consideration has been given to assure the conservation and stabilization of property values, the direction of development and land use planning of the area in which the use is proposed to be located, that the character of the zone and area in which the use is proposed to be located, and the peculiar suitability of such zone and area for the particular use is maintained and consistent with the community’s overall planning program.

The heightened level of review for a self-storage use is due to the concern that these types of uses may affect the scale and character of the adjoining and neighboring properties, can create a burden on existing infrastructure and that the use is consistent with the objectives of the General Plan. The project and self-storage use is consistent with the intent of the zone district and area in that it is easily accessible and provides a service to nearby residents that is otherwise lacking. The project is also consistent with the objectives and policies contained within the General Plan as identified above. The character of the zone and area in which the use is proposed includes a variety of uses including office, restaurant, hotel/motel, and residential uses.
Variances

Minor Variances can be requested for certain development regulations when requests for approval are minor in nature and involves only a minor variation not exceeding a 25% increase or reduction of the development regulation. A variance permit shall be considered for variations that exceed the 25% threshold and from the provisions of Chapters 18.42, 18.44, 18.46, and 18.50.

Prior to the granting of any Minor Variance or Variance permit and pursuant to PRMC 18.060.050 the decision-making body shall first determine that the project, as submitted or modified, conforms to all of the following criteria. The inability to make one of the findings is grounds for denial of an application.

1. That there are exceptional and extraordinary circumstances and conditions which apply to the property involved or affect the intended use thereof that do not generally apply to other property or uses thereof in the same vicinity and zone classification;
2. That owing to such exceptional and extraordinary circumstances and conditions, the strict and literal enforcement of specified regulations of the zoning code would result in practical difficulty or unnecessary hardship not created by or attributable to the applicant or the owner of the property involved;
3. That such variance is necessary for the preservation and enjoyment of a substantial property development right possessed by other property in the same vicinity and zone classification, but which is denied to the property involved;
4. That the granting of such variance will not be materially detrimental to the public health, safety, environment and general welfare, or materially injurious to other property, improvements or uses in the same vicinity or zone classification;
5. That the granting of such variance will be in harmony with and will not adversely affect the provisions of the zoning code and general plan.

Pursuant to PRMC 18.60.150, and in order to achieve the proposed project described above the applicant is seeking the following Minor Variance:

- Per Table 18.42.040 (H), to exceed the permitted height of 42 feet in the P-A zone by up to 25% or 10 feet to a total overall height of 52 feet.

As stated above the proposed project is four (4) stories and 52 feet in overall height and therefore exceeds the permitted height by 10 feet. Due to extraordinary circumstances, the project is required to provide a 28-foot-wide fire lane for the entire depth of the lot perpendicular to the street along the south side of the project site. This constraint results a reduction of the buildable area from 22,400 square feet to 17,920 square feet, thus resulting in an approximate loss of 4,500 square feet of buildable floor area. Further, the
operation of the self-storage use requires increased story heights to allow efficient stacking of storage units. The increased story heights result in the proposed four-story building with a height of 52 feet, whereas other uses would be able to achieve four (4) stories within the code limitation. Lastly, based on the submitted line-of-sight studies provided, the additional 10’ above the permitted height of 42 feet allows the full functionality and programming of the self-storage use.

Pursuant to PRMC Section 18.42.050 Special use conditions and chart notes, Note 23, whenever a building exceeds two stories in height, an additional five feet of yard area shall be provided for each story more than two. Based on this requirement, both the third and fourth floors respectively need to provide an additional 5-foot setback along the rear yard of the building:

- 3rd floor=5’ total reduction from 30’ to 25’ (17% total)
- 4th floor=10’ total reduction from 35’ to 25’ (29% total)

The reduction in the rear yard setback is justified in that the project will not include any rear-facing windows and would therefore not have the potential to subject the neighboring residential properties to any privacy concerns. Further, based on the provided shadow studies in the project plans, the projects massing at the rear will produce minimal shading concerns to the immediate neighboring residential properties to the west. The only significant amount of shading that will occur, will be during the morning hours of both the winter and summer solstices when rear yards are not predominately used. The project will also include wall landscaping/vines and pine trees along the rear facing elevation to help soften the appearance, scale, and massing of the project. Condition No. 12 was added to the CUP requiring that the pine trees proposed will need to be the largest box/gallon size available at time of installation.

Community Outreach
City staff and the project applicant conducted and participated in community outreach efforts to notify the community of the proposed project as indicated below:

- On January 18, 2022, the City distributed a community notice within a 1000’ radius and held an in person Open House to provide the Pico Rivera community the opportunity to learn and ask questions about the proposed project.
- During the week of February 21, 2022, the project applicant conducted its own door to door walk within a 1000’ radius of the subject site to handout informational flyers on the project and answer any questions on the project. They obtained 214 signatures in favor of the project.
- On February 28, 2022, the City mailed and distributed a second community notice to once again describe the project and to allow for the additional
opportunity to provide public comments and review of the project plans. As of the writing of this report there have been no comments or objections to the project.

**Environmental Analysis:**

Pursuant to provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures which lessened potential adverse impacts to a level of less than significant. Therefore, a Mitigated Negative Declaration (MND) was prepared with mitigation measures and monitoring program in accordance with the provisions of CEQA.

**Conclusion:**

The applicant is proposing a new self-storage facility located at 6605 Rosemead Boulevard. As analyzed in this report, staff supports the project and the requested actions, which include the following: General Plan Amendment, Zone Code Amendment, Zone Reclassification, CUP, and Major Variance. The updates to both the General Plan and Zoning Ordinance will provide more flexibility to property owners and are expected to clarify provisions that had not been explicitly included within the code. Allowing the site to revert to the P-A zoning classification will make the site consistent with the immediate adjacent zoning to the north and south of the subject site as well as establish self-storage facilities as a conditional use that is only allowed in the P-A zone thereby avoiding any overconcentration of this use within the City.

Steve Carmona

SC:MG:JG:dl

Enclosures:  
1) FAR Study  
2) Transportation and Parking Analysis Report  
3) Resolution – Conditional Use Permit No. 750  
4) Resolution – General Plan No. 60  
5) Resolution – Zone Code Amendment No. 189  
6) Ordinance – Zone Code Amendment No. 189  
7) Resolution – Zone Reclassification No. 327  
8) Ordinance – Zone Reclassification No. 327
9) Resolution – Major Variance Permit No. 191
10) Resolution – Mitigated Negative Declaration (MND) and Mitigation Monitoring Reporting Program (MMRP)
11) Mitigated Negative Declaration (MND)
12) Community Outreach – Flyer & Signatures
<table>
<thead>
<tr>
<th>City</th>
<th>Zoning Code or General Plan</th>
<th>Zone or Land Use Designation</th>
<th>FAR Allowed</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Alhambra</td>
<td>ZC</td>
<td>IPD</td>
<td>2.0</td>
<td>Code section 23.42.020</td>
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<tr>
<td>Azusa</td>
<td>GP</td>
<td>Commercial</td>
<td>Comm - 6.0</td>
<td>Table CD-2, page 3-13 of GP</td>
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<tr>
<td>Bell Gardens</td>
<td>ZC</td>
<td>Commercial</td>
<td>2.0-5.0</td>
<td>Range depends on commercial zoning designation (C-M, C-3, C-4, C-5)</td>
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<tr>
<td>Commerce</td>
<td>GP</td>
<td>Industrial</td>
<td>4.0</td>
<td>4.0 FAR allowed, in practice because of parking and loading, many times only gets to 0.5 to 0.8</td>
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<tr>
<td>Downey</td>
<td>GP</td>
<td>General Commercial</td>
<td>Up to 4.0</td>
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<tr>
<td>Gardena</td>
<td>ZC</td>
<td>C4</td>
<td>2.75</td>
<td>Code section 18.34.050; 2.75 FAR if project includes 80% or more of space dedicated to self-storage.</td>
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<td>Huntington Park</td>
<td>ZC</td>
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<td>Code section 9-4.303, Table IV-9</td>
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<td>GP Policy LU-2.1</td>
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<td>Paramount</td>
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<td>Commercial &amp; Industrial</td>
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<td>Santa Fe Springs</td>
<td>ZC</td>
<td>M Zones</td>
<td>No Limits</td>
<td>Parking and setbacks limit development intensity.</td>
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<td>South Gate</td>
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<td>Whittier</td>
<td>GP</td>
<td>Innovation (Light Industrial)</td>
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<td>Page 66 of Envision Whittier Draft GP, currently in circulation</td>
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<tr>
<td>Willowbrook (Unincorp. County)</td>
<td>ZC</td>
<td>MU-2</td>
<td>3.0</td>
<td>See Willowbrook TOD Specific Plan</td>
</tr>
</tbody>
</table>
To: Adam Lentz  
Madison Capital Group, LLC  

Date: October 1, 2021  

From: Clare M. Look-Jaeger, P.E.  
Alfred C. Ying, P.E., PTP  
LLG, Engineers  

Subject: 6605 Rosemead Boulevard Self-Storage Project – Transportation and Parking Assessment  
City of Pico Rivera, California  

Linscott, Law & Greenspan, Engineers (LLG) has prepared this memorandum to summarize the findings of the transportation and parking assessment for the proposed 6605 Rosemead Boulevard Self-Storage project (“proposed project” herein). This memorandum serves as the “Traffic Letter” that was required for the proposed project by the City of Pico Rivera. The project site is located at 6605 Rosemead Boulevard in Pico Rivera, California. The proposed project consists of the development of a four-story, self-storage facility with a total of 63,066 square feet of building floor area, including a 900 square-foot leasing office to be located on the first floor. This assessment includes a summary of the existing conditions, proposed project description, project site access and circulation scheme, project trip generation, a vehicle miles traveled (VMT) screening assessment, an assessment of the potential traffic effects associated with the proposed project, as well as a parking analysis. Briefly, it is concluded that no significant transportation impacts are expected with the proposed project.

Existing Conditions

The project site is located at 6605 Rosemead Boulevard in the City of Pico Rivera, California. The existing site is situated on the west side of Rosemead Boulevard, about 650 feet south of the signalized intersection of Rosemead Boulevard and Coffman & Pico Road. The project site comprises approximately 0.65 acres and is currently vacant. The project site and general vicinity are illustrated in Figure A. An aerial photograph of the existing project site is presented in Figure B.

Project Description

The proposed project consists of the development of a four-story self-storage facility with a total of 63,066 square feet of building floor area, including approximately 900 square feet of leasing office space to be located on the first floor. The rentable building area is planned to total approximately 48,000 square feet of floor area. The manned hours of storefront operation will be from 8:00 AM to 6:30 PM with the customer access available from 5:00 AM to 10:00 PM, seven days a week. Vehicular access to the project site is planned to be accommodated by a single new driveway on Rosemead Boulevard. The conceptual project site plan is shown in Figure C. Figure
C also illustrates the project’s primary vehicular access point. Construction and occupancy of the proposed project is expected to occur by the end of year 2023.

Site Access and Circulation

Direct vehicular access to the project site is planned to be accommodated by a single new driveway on Rosemead Boulevard near the southern project boundary. As shown in Figure C, the new driveway will be shifted south from the location of the existing driveway in order to align with the proposed internal drive aisle/fire lane. The proposed project driveway will be restricted to southbound right-turns only (i.e., ingress only movement) and eastbound right-turns only (i.e., egress only movement) due to the existing raised median island along the middle of Rosemead Boulevard. Within the project site, vehicle circulation will be accommodated by the drive aisle situated in an east-west alignment to provide adequate space for circulation of inbound and outbound vehicles during loading and unloading operations.

Project Trip Generation

Traffic generation is expressed in vehicle trip ends, defined as one-way vehicular movements, either entering or exiting the generating land use. Traffic volumes expected to be generated by the proposed project were estimated for the weekday commuter AM and PM peak hours, as well as over a 24-hour daily period, using trip generation rates provided in the Institute of Transportation Engineers’ (ITE) Trip Generation Manual. The ITE document contains trip rates for a variety of land uses which have been derived based on traffic counts conducted at existing sites throughout California and the United States.

It should be noted that other potential development programs for this site were reviewed in order to compare the trip generation forecasts for these land uses with those of the proposed project. Descriptions of other potential development uses at this site were determined and provided by the project applicant representatives (i.e., hotel, fast casual restaurant, bank, pharmacy, or grocery store). These other potential development uses are permitted in both the City’s General Commercial (C-G) and Professional and Administrative (P-A) zones. The traffic volumes expected to be generated by these comparative uses for the weekday daily, AM peak hour, and PM peak are summarized and contained in Appendix A for informational purposes only.

The trip generation rates and forecast of the vehicular trips anticipated to be generated by the proposed project are presented in Table A. Traffic volumes expected to be generated by the proposed project were based upon rates per thousand square feet of gross floor area. ITE Land Use Code 151 (Mini-Warehouse) trip generation average rates were used to forecast the traffic volumes expected to be generated by the

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proposed self-storage project. As summarized in Table A, the proposed project is expected to generate six (6) vehicle trips (four inbound trips and two outbound trips) during the weekday AM peak hour. During the weekday PM peak hour, the proposed project is expected to generate 11 vehicle trips (five inbound trips and six outbound trips). Over a 24-hour period, the proposed project is forecast to generate 96 daily trip ends during a typical weekday (48 inbound trips and 48 outbound trips).

Vehicle Miles Traveled Assessment

The State of California Governor’s Office of Planning and Research (OPR) issued proposed updates to the CEQA guidelines in November 2017 and an accompanying technical advisory guidance was finalized in December 2018 (OPR Technical Advisory) that amends the Appendix G question for transportation impacts to delete reference to vehicle delay and level of service and instead refer to Section 15064.3, subdivision (b)(1) of the CEQA Guidelines asking if the project will result in a substantial increase in VMT. The California Natural Resources Agency certified and adopted the CEQA Guidelines in December of 2018, and are now in effect. Accordingly, for the purpose of environmental review under CEQA, the City of Pico Rivera has established criteria for transportation impacts based on VMT for land use projects and plans which is generally consistent with the recommendations provided by OPR in the Technical Advisory.

Screening Criteria

Public agencies traditionally have set certain thresholds to determine whether a project requires detailed transportation analysis or if it could be assumed to have less than significant environmental impacts without additional study. Consistent with the OPR’s Technical Advisory, the City of Pico Rivera has determined the following screening criteria for certain land development projects that may be presumed to result in a less than significant VMT impact:

- Projects that result in a net increase of 110 or less daily vehicle trips
- Projects located in a High-Quality Transit Area (i.e., within half-mile distance of an existing rail transit station or located within half-mile of two or more existing bus routes with a frequency of service interval of 15 minutes or less during morning and evening peak hours)
- Project is locally serving retail (less than 50,000 square feet), including gas stations, banks, restaurants, shopping center.
- Local-serving community colleges, K-12 schools, local parks, daycare centers, etc.
• Residential projects with 100 percent affordable housing
• Community institutions project (public library, fire station, local government)
• Local-serving hotels (e.g., non-destination hotels)
• Local-serving assembly uses (places of worship, community organizations)
• Public parking garages and parking lots
• Assisted living or senior housing projects
• Affordable, supportive, or transitional housing projects

Proposed projects are not required to satisfy all of the screening criteria in order to screen out of further VMT analysis; satisfaction of one criterion is sufficient for screening purposes.

As mentioned in OPR’s Technical Advisory, new retail development typically redistributes and reroutes existing shopping trips rather than create new trips. By adding retail opportunities into the urban fabric and thereby improving destination proximity, local-serving retail and other local-serving projects tends to shorten trips and reduce VMT. It is also noted that lead agencies may presume such local-serving projects create a less than significant transportation impact. Similarly, the proposed project would improve the proximity of self-storage facilities serving the local community, thereby shortening travel distances and reducing VMT.

As summarized in Table A, the proposed project is forecast to generate approximately 1,792 fewer weekday daily vehicle trips, 41 fewer weekday AM peak hour trips, and 180 fewer weekday PM peak hour trips than that expected to be generated by a 50,000 square-foot local serving retail development. Further, the proposed project is expected to generate less than 110 new weekday daily trips.

Figure D shows a map of existing self-storage facilities in the project vicinity. As shown in Figure D, four (4) existing self-storage facilities exist within an approximate 1.5-mile radius from the project site. Three (3) of the existing self-storage facilities are located in the City of Pico Rivera, one to the west on Washington Boulevard and two to the south on Bermudez Street and on Slauson Avenue. One (1) other self-storage facility is located to the north of the site on Whittier Boulevard in the City of Montebello. The proposed self-storage facility is expected to shorten trip lengths and is expected to exhibit VMT characteristics similar to that of a local-serving retail use.

Although the proposed self-storage project (i.e., with a total of 63,066 square feet of building floor area including approximately 48,000 square feet of rentable floor area) is more than 50,000 square feet, as representative of self-storage facilities, most of the space would be utilized as passive space for storage, and as such, the project is
anticipated to generate significantly fewer trips than 50,000 square feet of retail use. Thus, the proposed project can be presumed to result in a less than significant VMT impact based on State guidance because it would reduce VMT by shortening trip lengths, similar to local-serving retail developments and local-serving projects. Therefore, the proposed project satisfies the criteria to be considered a local serving use and is screened out from further VMT analysis as it is presumed to cause less than significant transportation impacts. No further VMT analysis is required for the proposed project.

Street Segment/Neighborhood Impacts

Traffic Counts

The following street segment was reviewed for evaluation in order to qualitatively assess potential project-related traffic effects on the neighborhood located to the north of the project site:

- Coffman & Pico Road, west of Rosemead Boulevard

Average daily traffic (ADT) 24-hour traffic counts were conducted at the street segment to determine overall daily traffic volumes. Although these traffic counts were conducted during the on-going Covid-19 pandemic, they are determined to remain valid for identification of levels of overall volumes since many businesses are open without capacity restrictions, schools are in session, and the stay-at-home order was lifted at the time the counts were conducted.

Traffic Volumes - Existing Conditions

As shown on the ADT count worksheets contained in Appendix B the existing traffic volumes are as follows:

- Coffman & Pico Road, west of Rosemead Boulevard – 2,350 vehicles per day (vpd)

Existing Plus Project Conditions

Based on the trip generation forecast presented in Table A, the proposed project is forecast to generate only 96 daily trip ends during a typical weekday. Therefore, it is expected that no substantial traffic generation due to the proposed project is expected to occur along Coffman & Pico Road.

Project Parking

Since self-storage facilities are not currently an allowed land use (other than grandfathered facilities), the Pico Rivera Municipal Code does not specify any off-street parking and loading requirements for self-storage facilities. Based on reviews
of other parking standards established by other agencies in surrounding communities and parking demand characteristics at other existing self-storage facilities similar to the proposed project, it can be expected that parking demand would be much lower for the project than what is currently required by strict application of other agencies’ code requirements. The following sections provide a summary of these reviews.

Proposed Project Parking Supply

Based on information displayed in Figure C, the proposed 6605 Rosemead Boulevard Self-Storage project is designed to provide a total of ten (10) parking spaces on-site. The parking spaces will be provided within the surface parking area located near the southern portion of the project property. Of the ten (10) total parking spaces, three (3) spaces are planned to be 30 to 40-foot long loading spaces. It should be noted that as part of the parking supply, the project must also provide a minimum of one (1) handicap accessible space in the parking area. This complies with the Americans with Disabilities Act requirement of a minimum of one (1) space of the total on-site parking supply as accessible space (i.e., for parking facilities with one to 25 spaces with one in every six handicap spaces being van accessible).

Peak Parking Demand Ratio Per the Institute of Transportation Engineers

For comparison purposes, a review of the parking demand rates published in the Institute of Transportation Engineers’ (ITE) Parking Generation Manual², 5th Edition, was conducted. The Parking Generation Manual presents the state-of-the-practice understanding of the relationship between parking demand and various characteristics associated with individual land use developments, based on parking studies conducted at locations throughout North America. The average parking rate for Land Use Code 151 (Mini-Warehouse) on a typical weekday is 1.36 parked vehicles per 100 storage units, while the average parking rate on a typical Saturday is 0.94 parked vehicles per 100 storage units. Application of the Land Use Code 151 average parking demand rates to the proposed project results in a forecast weekday peak parking demand of 10 vehicles (i.e., 1.36 parked vehicles x 680 units/100 units = 9.25 parked vehicles or rounded up to 10 spaces).

Other Agency Parking Requirements

Research was also conducted regarding the parking requirements for the self-storage warehousing land use in other jurisdictions and is summarized below for informational purposes only.

- **City of Alhambra**
  
The City of Alhambra Municipal Code (Section 35.52.040, Number of Parking Spaces Required), specifies the parking requirements for self-storage facilities as one (1) space for each employee, plus one (1) space for each 20,000 square feet of gross floor area and one (1) space for each vehicle or boat storage space, as well

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as two (2) enclosed spaces for a manager or caretaker’s dwelling unit. Application of this parking requirement to the proposed project would result in a theoretical off-street parking requirement of 4 parking spaces (i.e., [63,066 square feet x 1 space / 20,000 square feet = 3 spaces] + [1 employee x 1 space per employee = 1 space] = 4 total spaces). The project’s proposed parking supply of ten (10) parking spaces would adequately accommodate the theoretical parking requirement specified by the City of Alhambra Municipal Code.

- **City of Baldwin Park**
  The City of Baldwin Park Code of Ordinances (Section 153.150, Table 153.150.040, Number of Required Parking Spaces), specifies the parking requirements for self-storage facilities as four (4) spaces plus two (2) spaces for management and employees. Application of this parking requirement to the proposed project would result in a theoretical off-street parking requirement of 6 parking spaces (i.e., [4 spaces] + [2 spaces] = 6 total spaces). The project’s proposed parking supply of ten (10) parking spaces would also adequately accommodate the theoretical parking requirement specified by the City of Baldwin Park Code of Ordinances.

Application of either of the above self-storage warehouse land use parking ratios to the proposed project is not recommended. As stated above, these parking standards are provided for informational purposes only as it is recognized that parking demand is also influenced by a site’s proximity to other influences including other comparable sites, employment, adjacent and convenient public transportation services, nearby bicycle route networks, etc.

**Empirical Parking Demand Studies of Existing Self-Storage Facilities**

This section summarizes other site-specific self-storage parking surveys that have been previously conducted by LLG as well as entry/exit access data provided for other existing A-1 self-storage facilities. Empirical parking demand studies of existing self-storage sites that are similar in nature to the proposed project have been conducted and are included for purposes of this parking analysis. The purpose for these studies was to determine existing parking demand ratios for other self-storage sites that are similar in nature to the proposed project and to develop the forecast parking demand using the derived empirical parking ratios.

**Existing A-1 Storage Facilities**

In order to determine the expected actual peak parking demand for the proposed project, a site-specific parking demand analysis was conducted for three existing A-1 self-storage facilities. The sites selected for the analysis are as follows:

- **A-1 Self Storage**, 26390 Forest Ridge Drive, Lake Forest, California (with 58,212 rentable square feet)
- **A-1 Self Storage**, 20704 Earl Street, Torrance, California (with 79,352 rentable square feet)
- A-1 Self Storage, 420 East Lambert Road, La Habra, California (with 73,278 rentable square feet)

Weekday and Saturday parking demands for each site were determined based on the actual entry/exit access data for each storage unit as provided by the A-1 self-storage representatives. It was then conservatively assumed that patrons for each unit would occupy one vehicle parking space for the duration when these units were accessed. Brief summaries of the parking demand are presented below:

- A-1 Self Storage, 26390 Forest Ridge Drive, Lake Forest
  - On Saturday, February 8, 2020, the peak parking demand was derived to occur at 11:00 AM, 1:00 PM, 2:00 PM, and 4:00 PM with three (3) vehicles parked at the site.
  - On Tuesday, February 11, 2020, the peak parking demand was derived to occur at 9:00 AM, 1:00 PM to 4:00 PM, and 5:00 PM with two (2) vehicles parked at the site.

- A-1 Self Storage, 20704 Earl Street, Torrance
  - On Saturday, February 8, 2020, the peak parking demand was derived to occur at 10:00 AM with five (5) vehicles parked at the site.
  - On Thursday, February 6, 2020, the peak parking demand was derived to occur at 2:00 PM with four (4) vehicles parked at the site.

- A-1 Self Storage, 420 East Lambert Road, La Habra
  - On Saturday, February 15, 2020, the peak parking demand was derived to occur at 10:00 AM to 2:00 PM with five (5) vehicles parked at the site.
  - On Wednesday, February 12, 2020, the peak parking demand was derived to occur at 1:00 PM, 2:00 PM, and 7:00 PM with two (2) vehicles parked at the site.

**Existing Extra Space Storage Facilities**

In addition to the access data utilized for the other existing A-1 self-storage facilities, site-specific parking demand analyses were conducted for two existing Extra Space self-storage facilities located within the City of Burbank. The sites selected for the analysis are as follows:

- Extra Space Storage, 2801 Thornton Avenue, Burbank, California (with 50,369 rentable square feet)
- Extra Space Storage, 175 West Verdugo Avenue, Burbank, California (with 103,306 rentable square feet)
Parking accumulation surveys were conducted at each site by a traffic count subconsultant (The Traffic Solution) in hourly time increments on a typical mid-week day (i.e., Tuesday) from 9:30 AM to 5:30 PM, and on a typical weekend day (i.e., Saturday) from 9:00 AM to 5:00 PM in March 2019. Brief summaries of the parking accumulation surveys are presented below:

- **Extra Space Storage, 2801 Thornton Avenue**
  - On Saturday, March 16, 2019 the peak parking demand occurred at 10:00 AM and 11:00 AM when three (3) vehicles were parked at the site.
  - On Tuesday, March 19, 2019, the peak parking demand occurred at 10:30 AM and 5:30 PM when three (3) vehicles were parked at the site.

- **Extra Space Storage, 175 West Verdugo Avenue**
  - On Saturday, March 16, 2019, the peak parking demand occurred at 1:00 PM when six (6) vehicles were parked at the site.
  - On Tuesday, March 19, 2019, the peak parking demand occurred at 2:30 PM, 4:30 PM, and 5:30 PM when three (3) vehicles were parked at the site.

**Existing Derived Peak Parking Demand Ratio**

By comparing the peak parking demand at each site to the number of occupied storage units, the existing peak parking demand ratio can be calculated for each of the existing self-storage facilities. The calculated peak parking demand ratios for each survey location are contained in Appendix C [refer to Appendix Tables C-1 and C-2]. The aggregate peak parking demand ratio, which blends the peak parking demand and number of occupied units for all sites in order to reduce the variation due to individual characteristics at each site, is also presented in Appendix C. It is concluded that the peak parking demand ratio, based on the aggregate of all three existing A-1 Self-Storage sites as well as the aggregate of both existing Extra Space Storage sites, is 0.007 vehicles per occupied storage unit.

**Forecast Project Peak Parking Demand**

As described above, based on the empirical surveys conducted at the comparable sites, the highest aggregate peak parking demand ratio was determined to be 0.007 spaces per occupied storage unit. Application of this peak parking demand ratio is appropriate as it is based on the empirical site-specific survey data. Application of this peak parking demand ratio to the proposed 680-unit self-storage project yields a forecast peak parking demand of 5 parking spaces (i.e., 0.007 spaces/occupied storage unit x 680 storage units = rounded to 5 spaces). In comparison, this empirically derived peak parking demand (i.e., 5 spaces) represents half of the parking demand forecast (i.e., 10 spaces) using the ITE parking rates.
As previously noted, the project is planned to provide 10 total parking spaces. Therefore, it is concluded that the proposed parking supply for the project is sufficient to accommodate the empirically-derived peak parking demand of five (5) vehicles. During other time periods of the day and other days of the week, a greater parking surplus could be expected for the proposed project.

Summary and Conclusions

• **Project Description** – This transportation and parking assessment has been conducted to identify and evaluate the potential impacts of traffic generated by the proposed 6605 Rosemead Boulevard Self-Storage project. The proposed project consists of the development of a four-story self-storage facility with a total of 63,066 square feet of building floor area, including approximately 900 square feet of leasing office space to be located on the first floor. The rentable building area is planned to total approximately 48,000 square feet of floor area. Vehicular access to the project site is planned to be accommodated by a single new driveway on Rosemead Boulevard. Construction and occupancy of the proposed project is expected to occur by the end of year 2023.

• **Project Trip Generation** – The proposed project is forecast to generate six (6) vehicle trips (four inbound trips and two outbound trips) during the weekday AM peak hour. During the weekday PM peak hour, the proposed project is forecast to generate 11 vehicle trips (five inbound trips and six outbound trips). Over a 24-hour period, the proposed project is forecast to generate 96 daily trip ends (48 inbound trips and 48 outbound trips) during a typical weekday.

• **Vehicle Miles Traveled Assessment** – Based on the City of Pico Rivera screening criteria for certain land development projects, it is presumed that the proposed project will result in a less than significant VMT impact. The proposed project is expected to generate less than 110 new weekday daily trips and it would reduce VMT by shortening trip lengths, similar to local-serving retail developments and local-serving projects. No further VMT analysis is required for the proposed project.

• **Street Segment/Neighborhood Impacts** – In order to evaluate the potential effects to the local street system, one (1) study segment was reviewed within the nearby residential neighborhood to the north of the project site to qualitatively determine changes in volumes following occupancy and utilization of the proposed project. It is concluded that the proposed project is not expected to create any significant
traffic effects at the study segment. Coffman & Pico Road is expected to maintain good operations. Therefore, no formal transportation mitigation measures are required or recommended. In addition, it is expected that no substantial traffic generation due to the proposed project is expected to occur along Coffman & Pico Road.

- **Project Parking** – The proposed project is designed to provide a total of ten (10) parking spaces on-site, including one (1) handicap accessible space and three (3) 30 to 40-foot long loading spaces. Based on the empirical surveys conducted at the comparable sites, the highest aggregate peak parking demand ratio was determined to be 0.007 spaces per occupied storage unit. Application of this peak parking demand ratio to the proposed project yields a forecast peak parking demand of five (5) parking spaces. The proposed parking supply for the project is sufficient to accommodate the empirically-derived peak parking demand. During other time periods of the day and other days of the week, a greater parking surplus could be expected for the proposed project.
### Table A
PROJECT TRIP GENERATION AND COMPARISON WITH VMT SCREENING CRITERIA [1]

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[2] Trips are one-way traffic movements, entering or leaving.
- Weekday Daily Trip Rate: 1.51 trips/1,000 SF of floor area; 50% inbound/50% outbound
- Weekday AM Peak Hour Trip Rate: 0.10 trips/1,000 SF of floor area; 60% inbound/40% outbound
- Weekday PM Peak Hour Trip Rate: 0.17 trips/1,000 SF of floor area; 47% inbound/53% outbound
- Daily Trip Rate: 37.75 trips/1,000 SF of floor area; 50% inbound/50% outbound
- AM Peak Hour Trip Rate: 0.94 trips/1,000 SF of floor area; 62% inbound/38% outbound
- PM Peak Hour Trip Rate: 3.81 trips/1,000 SF of floor area; 48% inbound/52% outbound
APPENDIX A

COMPARATIVE USE TRIP GENERATION FORECASTS
### Appendix Table A-1

**COMPARATIVE USE TRIP GENERATION FORECASTS [1]**

<table>
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<td>IN</td>
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[2] Trips are one-way traffic movements, entering or leaving.
  - Weekday Daily Trip Rate: 1.51 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - Weekday AM Peak Hour Trip Rate: 0.10 trips/1,000 SF of floor area; 60% inbound/40% outbound
  - Weekday PM Peak Hour Trip Rate: 0.17 trips/1,000 SF of floor area; 47% inbound/53% outbound
[4] The hotel project was previously approved by the City. ITE Land Use Code 310 (Hotel) trip generation average rates.
  - Daily Trip Rate: 12.23 trips/occupied rooms; 50% inbound/50% outbound
  - AM Peak Hour Trip Rate: 0.62 trips/occupied rooms; 58% inbound/42% outbound
  - PM Peak Hour Trip Rate: 0.73 trips/occupied rooms; 49% inbound/51% outbound
  - Daily Trip Rate: 315.17 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - AM Peak Hour Trip Rate: 2.07 trips/1,000 SF of floor area; 67% inbound/33% outbound
  - PM Peak Hour Trip Rate: 14.13 trips/1,000 SF of floor area; 55% inbound/45% outbound
  - Daily Trip Rate: 100.03 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - AM Peak Hour Trip Rate: 9.50 trips/1,000 SF of floor area; 58% inbound/42% outbound
  - PM Peak Hour Trip Rate: 20.45 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - Weekday Daily Trip Rate: 109.16 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - Weekday AM Peak Hour Trip Rate: 3.84 trips/1,000 SF of floor area; 53% inbound/47% outbound
  - Weekday PM Peak Hour Trip Rate: 10.29 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - Weekday Daily Trip Rate: 106.78 trips/1,000 SF of floor area; 50% inbound/50% outbound
  - Weekday AM Peak Hour Trip Rate: 3.82 trips/1,000 SF of floor area; 60% inbound/40% outbound
  - Weekday PM Peak Hour Trip Rate: 9.24 trips/1,000 SF of floor area; 51% inbound/49% outbound
APPENDIX B

AVERAGE DAILY TRAFFIC COUNTS
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Grand Total: 323 634 519 884 842 1518
Percent: 33.8% 66.2% 37.0% 63.0% 35.7% 64.3%

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Total:
- East: 215
- West: 435
- Combined: 364

Percent:
- East: 33.1%
- West: 66.9%
- Combined: 37.0%

Grand Total:
- East: 364
- West: 620
- Combined: 579

Percent:
- East: 37.0%
- West: 63.0%
- Combined: 35.4%

ADT:
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- AADT: 1,634
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<td>74.8%</td>
<td>30.6%</td>
<td>69.4%</td>
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<td>Grand Total</td>
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<tr>
<td>Percent</td>
<td>25.2%</td>
<td>74.8%</td>
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<td>69.4%</td>
<td>28.3%</td>
<td>71.7%</td>
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ADT ADT 1,402 AADT 1,402
APPENDIX C

PARKING DEMAND ANALYSIS DATA
Appendix Table C-1
SUMMARY OF PEAK PARKING RATIOS [1]
Existing A-1 Self-Storage Facilities

<table>
<thead>
<tr>
<th>Date</th>
<th>PEAK PARKING DEMAND SPACES</th>
<th>TOTAL UNITS</th>
<th>TOTAL OCCUPIED UNITS</th>
<th>PEAK PARKING RATIOS (PER OCC. UNIT)</th>
<th>PEAK PARKING RATIOS APPLIED TO PROPOSED PROJECT OCC. UNITS</th>
<th>SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1 Self Storage, 26390 Forest Ridge Drive, Lake Forest</td>
<td>Saturday, February 8, 2020  3 [2]</td>
<td>624</td>
<td>592</td>
<td>0.005</td>
<td>680</td>
<td>4</td>
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<tr>
<td></td>
<td>Tuesday, February 11, 2020  2 [3]</td>
<td>624</td>
<td>592</td>
<td>0.003</td>
<td>680</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>A-1 Self Storage, 20704 Earl Street, Torrance</td>
<td>Saturday, February 8, 2020  5 [4]</td>
<td>572</td>
<td>557</td>
<td>0.009</td>
<td>680</td>
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<tr>
<td></td>
<td>Thursday, February 6, 2020  4 [5]</td>
<td>572</td>
<td>557</td>
<td>0.007</td>
<td>680</td>
<td>5</td>
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<tr>
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<td>A-1 Self Storage, 420 E. Lambert Road, La Habra</td>
<td>Saturday, February 15, 2020  5 [6]</td>
<td>779</td>
<td>726</td>
<td>0.007</td>
<td>680</td>
</tr>
<tr>
<td></td>
<td>Wednesday, February 12, 2020  2 [7]</td>
<td>779</td>
<td>726</td>
<td>0.003</td>
<td>680</td>
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<td>Aggregate of All Three Sites</td>
<td>Saturdays  13</td>
<td>1,975</td>
<td>1,875</td>
<td>0.007</td>
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<td>5</td>
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<tr>
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<td>Weekdays  8</td>
<td>1,975</td>
<td>1,875</td>
<td>0.004</td>
<td>680</td>
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</table>

[1] Based on entry/exit data provided by the A-1 self-storage representatives for other existing A-1 self-storage facilities located in the Cities of Lake Forest, Torrance, and La Habra.
[2] The peak parking demand was forecast to occur at 11:00 AM, 1:00 PM, 2:00 PM, and 4:00 PM on Saturday, February 8, 2020.
[3] The peak parking demand was forecast to occur at 9:00 AM, 1:00 PM to 4:00 PM, and 5:00 PM, on Tuesday, February 11, 2020.
[4] The peak parking demand was forecast to occur at 10:00 AM on Saturday, February 8, 2020.
[5] The peak parking demand was forecast to occur at 2:00 PM on Thursday, February 6, 2020.
[6] The peak parking demand was forecast to occur at 10:00 AM to 2:00 PM, on Saturday, February 15, 2020.
[7] The peak parking demand was forecast to occur at 1:00 PM, 2:00 PM, and 7:00 PM on Wednesday, February 12, 2020.
Appendix Table C-2
SUMMARY OF PEAK PARKING RATIOS [1]
Existing Extra Space Self-Storage Facilities

<table>
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<th>Date</th>
<th>OBSERVED PEAK PARKING DEMAND</th>
<th>TOTAL UNITS</th>
<th>TOTAL OCCUPIED UNITS</th>
<th>PEAK PARKING RATIOS (PER OCC. UNIT)</th>
<th>PEAK PARKING RATIOS APPLIED TO PROPOSED PROJECT</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>SPACES UNITS OCC. UNITS SPS/OCC. UNIT OCC. UNITS SPACES</td>
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<td>Extra Space Storage, 2801 Thornton Avenue</td>
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<td>468</td>
<td>452</td>
<td>0.007</td>
<td>680</td>
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<td>Tuesday, March 19, 2019</td>
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<td>916</td>
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<td>Tuesday, March 19, 2019</td>
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<td>916</td>
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<td>1,441</td>
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<td>680</td>
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<td>Saturday, March 16, 2019</td>
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<td>1,368</td>
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<td>680</td>
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<td>1,441</td>
<td>1,368</td>
<td>0.004</td>
<td>680</td>
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</table>

[1] Based on parking accumulation surveys conducted by The Traffic Solution on Saturday, March 16 and Tuesday, March 19, 2019 at existing Extra Space Self-Storage facilities in the City of Burbank.

[2] The peak parking demand occurred at 10:00 AM and 11:00 AM on Saturday, March 16, 2019.


[4] The peak parking demand occurred at 1:00 PM on Saturday, March 16, 2019.

[5] The peak parking demand occurred at 2:30 PM, 4:30 PM, and 5:30 PM on Tuesday, March 19, 2019.
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION OF A 63,446 SQUARE FOOT FOUR- STORY SELF-STORAGE FACILITY DEVELOPMENT AT 6605 ROSEMEAD BOULEVARD SPECIFICALLY DESCRIBED IN ATTACHMENT “A” ATTACHED HERETO AND FURTHER DESIGNATED AS CONDITIONAL USE PERMIT NO. 750

WHEREAS, the applicant desires to develop a 63,446 square-foot, four-story self-storage development containing ten (10) on-site parking spaces; and

WHEREAS, the project applicant conducted a walk tour and visited the residential neighborhood adjacent to the project site to advise about the project and provide information; and

WHEREAS, on January 18, 2022 a community meeting was held where notices sent to properties within 1,000 feet of the subject site and one (1) participant was in attendance, and no comments were provided; and

WHEREAS, a Zone Reclassification No. 327 is part of the application process to change the current zone from General Commercial (C-G) to Professional Administrative (P-A); and

WHEREAS, a Zone Code Amendment No. 189 is part of the application process to allow self-storage facilities in the Professional Administrative (P-A) zone; and

WHEREAS, General Plan Amendment No. 60 is required to increase the Floor Area Ratio (FAR) to allow the development to be constructed, and

WHEREAS, Major Variance No. 191 is required as part of the approval to allow for an increase in height and rear side setbacks for the upper floors.

WHEREAS, the Planning Commission of the City of Pico Rivera reviewed Conditional Use Permit No. 750 and related environmental aspects of the proposal as required by the Pico Rivera Municipal Code at the April 4, 2022 public hearing, duly noticed as prescribed by law and published in the Whittier Daily News; and

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

SECTION 1. The City Council finds that the above recitals are true and correct.
SECTION 2. Pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, the City Council adopted a Mitigated Negative Declaration and Mitigation and Monitoring Program in connection with this project under City Council Resolution No. ___. The mitigation measures and monitoring program are hereby incorporated as conditions.

SECTION 3. Pursuant to Section 18.56, Conditional Use Permits, of the Pico Rivera Municipal Code the City Council FINDS that the application meets the requirements and findings and therefore shall allow the construction of a 63,446 square foot, four story self-storage development containing ten (10) on-site parking spaces for the following reasons:

a) The granting of this Conditional Use Permit will be in the interest of the public welfare as the construction of the commercial development would redevelop a site that has been vacant for several years with a public service need for residents in the area with a high-quality development that is compatible with the surrounding uses while increasing the City’s economic vitality.

b) The proposed project will not be detrimental to adjoining properties as the subject site is appropriately zoned, provides integrated on-site security, and a Mitigation Monitoring Program has been incorporated as part of the California Environmental Quality Act analysis and conditions of approval have been made a part of this Resolution.

c) The subject property is suitable for development of this type as the project conforms to the Professional Administrative (P-A) zoning classification which encourages efficient and desirable commercial uses of land. The development on the site should be commercial uses that integrate design and physical characteristics sufficiently unique in nature and scope to provide architectural design features and a method by which existing vacant commercial activity can be revitalized. The project will observe required setbacks at the front and side yards, exceeding the setback for the south side yard due to the required 28-foot fire lane. The project will include the minimum required rear yard of 25 feet and is seeking approval of a variance to reduce the required rear yard of 30 and 35 feet on the third and fourth floors.

d) The traffic generating capacity and operation of the proposed units will not place a burden or demand upon other municipal improvements, services, or utilities. The applicant completed a Traffic Impact Study which included a project trip generation, a VMT screening assessment, and an assessment of the potential effects associated with the project. The study concluded no significant impacts are expected with the project. The City’s traffic engineer reviewed the Traffic Impact Analysis and concluded that the traffic impact analysis is complete and accurate and is prepared based on the industry standard practice.
e) Adequate consideration for the protection of the environment has been satisfactorily demonstrated pursuant to the provisions of the California Environmental Quality Act. A Mitigated Negative Declaration was prepared with Mitigation Monitoring Program which incorporated mitigation measures to lessen potential adverse impacts to a level of less than significant. The project will also require compliance with the California Building Code, adherence to dust, vibration and noise control measures that have been included as conditions of approval.

f) The proposed use is consistent with provisions and objectives of the City of Pico Rivera General Plan which designates the land use as Mixed-Use Development. Specifically, the project will support Goal 3.8 of the General Plan which states: “Diverse and attractive commercial, office and mixed-use development that serves the community’s needs and contributes to the City’s economic vitality”. A Self-storage use is compatible with the surrounding uses. The project provides a service that is currently underserved in the area. The project site is in close proximity to a mix of residential uses, thus creating the demand for this project and is conveniently located for residents in the area.

g) Adequate consideration has been given to assure the conservation and stabilization of property values, the direction of development and land use planning of the area in which the use is proposed to be located and the peculiar suitability of such zone as the proposed development is maintained and consistent with the Community’s overall planning goals and programs through the conditions of approval.

SECTION 4. Accordingly, the City Council grants the site legally described on Attachment “A” attached herewith, Conditional Use Permit No. 750 to develop the construction of a 63,446 square foot, four story self-storage development containing 10 on-site parking spaces Professional Administrative (P-A) zone subject to the following conditions:

1. The applicant shall comply with the City of Pico Rivera Building Division requirements identified as Attachment “B”, dated October 28, 2021.

2. The applicant shall comply with the City of Pico Rivera Public Works Department requirements identified as Attachment “C”, dated November 22, 2021.

3. The applicant shall comply with the County of Los Angeles Fire Department requirements identified as Attachment “D”, dated January 11, 2022.

4. The applicant shall comply with the County Sanitation District of Los Angeles County requirements identified as Attachment “E”, dated November 2, 2021.
5. The applicant shall comply with the Southern California Edison requirements identified as Attachment “F”, dated November 1, 2021.

6. The applicant shall comply with the mitigated measures identified in the attached Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program identified as Attachment “G” dated February 3, 2022.

7. The applicant shall comply with the Traffic Letter dated October 21, 2021, prepared by Linscott, Law & Greenspan, Engineers identified as Attachment “H”.

8. The applicant shall comply with Department of Transportation comment letter dated March 25, 2022 identified as Attachment “I”

9. The applicant shall comply with the development plans dated 12/16/21 unless otherwise modified herein identified as Attachment “J”.

10. Sight distance lines shall meet AASHTO guidelines at all project access points and shall be reviewed with respect to City of Pico Rivera sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.

11. All public and private signage and markings for vehicular traffic shall conform to the provisions of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Provide appropriate signage and pavement markings at the project site driveways, including stop bars and stop signs, and restrict project access through clear signage and other means as follows:

a) Ingress and egress on Rosemead Boulevard shall be restricted to right-turn only. No left-turns to and from the development on Rosemead Boulevard shall be allowed.

12. A complete landscaped and irrigation plan for the project site shall be submitted to the Planning Division for review and approval in conjunction with submittal of first working drawings for plan check.

   b. Additional landscaping may be required not previously shown on the entitlement application as part of the Conditional Use Permit application drawings.
   c. The applicant shall provide the largest box/gallon sized Canary Island Pine trees or other adequate species at the time of installation along the rear of the subject site in order to provide adequate buffering and screening to the adjacent residential site to the west.
d. The trees shall be of a size and type approved by the Planning Division but not less than 35 gallons depending on the tree species.
e. All landscaping areas shall be provided with automatic sprinkler system which shall guarantee an adequate supply of water to fulfill the intent of continual plant maintenance.
f. Landscape backflow devices are to be screened from view subject to planning approval.

13. All off-street parking and maneuvering areas and access aisles shall be prepared by a licensed Civil Engineer.

14. Wheel-stops shall be provided and shall be installed not less than 6-inches high and placed so as to separate parked vehicles from buildings, wall, fences, property lines, walkways or other parking spaces.

15. Off-street parking space shall be outlined by 4-inch-wide stripes pained on the surfaced area.

16. All entrances, existing and aisles shall be clearly indicated, and such other device provided as may be necessary to ensure safe movement of vehicles.

17. Applicant shall provide a parking attendant to control parking should the parking “demand” exceed the 10 spaces provided.

18. Should parking become a problem caused by the site, the business owner shall pay the City up to $50,000 to hire a parking consultant to determine a solution, up to reducing the number of self-storage units.

19. Construct two (2) new tree wells and plant new 24-inch boxed street trees on Rosemead Boulevard. The species of any new street trees to be planted shall be in accordance with the Citywide Tree Master Plan.

20. All on-site utility services shall be placed underground to the satisfaction of the City.

21. All overhead utility services within the perimeter of the project shall be placed underground.

22. All utilities such as gas meters, electrical meters, telephone pedestal-mounted terminal boxes, surfaces mounted electrical transformer, fire hydrants and double-checked valves, or any other potential obstructions, shall not be located within the approved landscaped setbacks. Utilities shall be installed underground in a vault having an approved traffic lid.

23. Any mechanical equipment such as air conditioning compressors shall be completely screened as approved by the Planning Division.
24. Roof top equipment shall be completely concealed by a parapet wall. As part of the working/construction drawings, the applicant shall provide an elevation showing all roof top equipment screened by the parapet wall.

25. At the southern side property line, a six (6’) to eight foot (8’) high wall with secured gate may be required by the Planning Division to be constructed for security and privacy purposes. The wall and gate design must be approved by the Planning Division.

26. The applicant shall provide a lighting/photometric plan as part of the working/construction drawings.
   a. The lighting shall be of sufficient foot candles to appropriately light the outdoor areas and parking structure so as not to disturb the adjacent residential homes.
   b. The light fixtures shall be angled away from adjoining properties to prevent any glare off-site.
   c. All outdoor parking area lighting shall be permanently maintained, directed away from residential dwellings, and concentrated toward the parking area it is to serve.
   d. Performance standards and specifications for such outdoor lighting shall be subject to approval by the Planning Division.

27. The applicant shall comply with permit requirements of the South Coast Air Quality Management District (SCAQMD’s Rule 403, Table 1) including but not limited to soil stabilization, proper equipment ventilation and filtering to minimize fugitive and control odors.
   a. The applicant shall maintain the public right-of-way and on-site property in a wet down condition to the degree necessary to prevent dust emission and remove any roadway dust spillage from the public right-of-way by sweeping or sprinkling.
   b. All open storage piles above the height of three feet and occupying an area of 150 or more square feet shall be covered.
   c. All grading shall be suspended when wind speed (including instantaneous gusts) exceeds 25 miles per hour.
   d. Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
   e. Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.

28. Prior to disruption of an on-site surface area, install a chain link fence with screen/wind preventive mesh along the perimeter construction limit line. The fence and screen shall be continuously maintained.

29. All trucks and construction equipment shall be kept in proper operating condition and allow trucks and construction equipment to be stored overnight on-site in a secured area in order to minimize truck trips.
30. The applicant shall place all stationary construction equipment so that noise is directed away from sensitive receptors.

31. All construction equipment shall utilize noise reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer.

32. Under state law, trucks are prohibited from idling for longer than five minutes, unless they have an Air Quality Management District “Clean-Idle” sticker indicating the engine has very low emissions under idle conditions.

33. All haul truck deliveries shall be subject to the same hours specified for construction. A haul truck route plan shall be provided to the Public Works Department for review and approval, prior to the commencement of any construction activities. The plan shall denote any construction traffic haul routes where heavy trucks would exceed 100 daily trips (counting those both to and from the construction site). To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings. All conditions shall be abided by and implemented to the satisfaction of the Community and Economic Development Department prior to the issuance of the Certificate of Occupancy for Construction Completion.

34. The applicant shall post temporary signs on-site to advise construction workers of quite zones near the single-family homes. Within the quiet zones, there shall be no loud music or excessive noise.

35. The applicant shall post a two large signs with lettering two (2) inches high providing a complaint phone number where residents can call for noise, vibration or other complaints. The applicant shall ensure that the calls are answered immediately and remedied to the best of their capability. The location of the sign shall be approved by the Planning Division.

36. Construction workers shall comply with the General Plan thresholds for vibration and noise levels.

37. Prior to issuance of building permits, the applicant shall contact the United States Post Office with regard to location and design of mail delivery facilities. Such facilities shall be shown on the site plan or landscape plan and approved by the Planning Division.

38. A comprehensive soil study must be submitted to the City’s Public Works Department and Building Division for review prior to issuance of a grading permit. Buildings will be designed in accordance with California Building code and seismic evaluation shall be required as part of soils investigations and reviewed by the Engineering Division. Grading of the site in accordance with the standard soil engineering practice and current code specifications shall provide additional mitigation measure with respect to any liquefaction potential.
Prior to issuance of a grading permit, the applicant shall submit as part of the final grading plan, a comprehensive water runoff and sedimentation control plan. The Plan shall detail the measures to be implemented to control runoff from the construction sites and preventative measures from water sheet flowing across property lines. Erosion Control measures shall include but are not limited to, scheduling major grading activities during the dry season, use of site watering or dust blankets to control devices during grading. The developer shall comply with the requirement of the National Pollutant Discharge Elimination System (NPDES).

Prior to issuance of a grading permit, Best Management Practices (BMPs) shall be developed in compliance with Storm Water Urban Runoff Pollution Prevention Control Mitigation Plan Ordinance adopted and amended by the City of Pico Rivera.

39. As this project falls under one of the SUSMP planning priority categories, a Standard Urban Stormwater Mitigation Plan must be prepared for this site. All runoff up to the first 0.75 inches of rainfall must be treated/infiltrated. The Los Angeles Regional Water Quality Control Board has instructed the City that infiltration BMPs will be a required component of the SUSMP.

40. To the extent the conditions are not in conflict with the LA County Fire Department, other agencies, or other conditions within, the applicant shall construct entire site with permeable asphalt concrete pavement or approved equal. A soils test shall be completed to ensure soil permeability rate is adequate. The design shall be approved by the City.

41. After a site visit with the applicant, the Planning Division may require a six to eight-foot block wall with a decorative cap adjacent to the residential homes on the west property line. If determined by the Planning Division, the applicant shall obtain written approval as approved by the Planning Division to demolish existing block walls owned by the private residents adjacent to the site.

42. To the extent the conditions do not conflict with other agency conditions or conditions within, drainage gutters, downspouts and similar features shall be completed enclosed and run onto landscape areas.

43. Applicant shall submit details regarding exterior materials (detailed digital color board), including but not limited to, decorative metal items, trim, light fixtures, etc. within Building Division Plan Check submittal for Planning Division review and approval. The applicant must demonstrate the exterior building materials are of quality grade and high durability and will not fade. The applicant shall provide manufacturers information including durability grade.

44. The parking stalls and surface parking shall be resurfaced and striped every 15 years or earlier as needed.
45. Close existing driveway on Rosemead Boulevard, which will no longer be in use as part of the new development, with curb and gutter and full-width sidewalk to match existing.

46. All on-site parking and circulation areas shall be paved as required by a pavement engineering or geotechnical report prepared by a Registered Civil Engineer, subject to the review and approval of the Public Works and Community Development Departments.

47. Preserve survey monuments (property corners, centerline ties, etc.) in the public right-of-way. All disturbed and removed survey monuments in the public right-of-way shall be re-established and a record of survey shall be filed with the County Surveyor in accordance with applicable provisions of the state law.

48. Clear unobstructed sight distances shall be provided at all site driveways.

49. The applicant shall provide a final Security Camera Plan as part of the building plan check construction drawings. The Security Camera Plan shall be sufficient to record all areas within the parking structure and exterior areas as approved by the Planning Division. The recordings shall be kept for a period of two weeks.

50. Should security concerns arise, the property owner shall ensure that security guards are present to prohibit loitering at the property or other illicit activities.

51. The properties shall be maintained free of trash debris and graffiti at all times. Any graffiti must be removed within 24-hours of discovery or from notification by the City.

52. Applicant to comply with OSHA standards for employee safety.

53. Applicant to ensure that all contractors and subcontractors obtain a City of Pico Rivera Business License from the Revenue Division.

54. All construction hours shall be restricted to 7:00 a.m. to 7:00 p.m., Sunday through Saturday.

55. The applicant shall ensure that all property easements are shown on the construction drawings.

The use of self-storage facilities by customers shall be limited to inactive storage only. No retail, repair, or other business activity shall be conducted out of the individual rental storage units. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the premises.

56. Outdoor storage is prohibited. No boats, trailers, and/or other vehicles shall be parked or otherwise stored.
57. No caustic, hazardous, toxic or flammable or explosive matter, material, liquid, or object, nor any matter, material, liquid or object that creates obnoxious or offensive dust, odor or fumes shall be stored in a storage unit.

58. Utilities: Water, gas or telephone service to any rental space is prohibited.

59. Human habitation of any rental space is prohibited.

60. Prior to issuance of a building permit, the applicant shall submit a fee as required by Ordinance No. 887, the Public Image Enhancement Program and fee schedule. The fee is based upon one (1) percent of the total building valuation.

61. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

62. In conformance with the California Environmental Quality Act Guidelines, Section 15075, the applicant shall provide proof of payment to the City for the Department of Fish and Game in the approximate amount of $2,548 prior to Building Division Plan Check submittal.

63. In conformance with the California Environmental Quality Act Guidelines, Section 15075, the applicant shall submit payment for the Los Angeles County Recorder filing fee for the CEQA Notice of Determination in the amount of $75 and provide proof to the City prior to Building Division Plan Check submittal.

64. The Developer shall pay to the City a one-time in lieu sales tax in the amount of $250,000 prior to issuance of Certificate of Occupancy issuance.

65. Failure to comply with all conditions of approval set forth herein may result in revocation of the Conditional Use Permit grant in accordance with Section 18.56.110 of the Zoning Ordinance.

66. Pursuant to Sections 18.56.110 of the Pico Rivera Municipal Code, the Zoning Administrator may grant minor modification or set this permit for public hearing at any time to consider modification of any condition or revocation of the permit if noncompliance with the conditions of approval is found.

67. The applicant shall commence construction within 24 months of the effective date of this grant, or this approval shall become null and void.

68. The applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant’s project or application (collectively referred to as “proceedings”). The indemnification shall include, but not be limited to, damages, fees and/or costs, liabilities, and expenses incurred or awarded
in connection with the proceedings whether incurred by the applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.

69. The Applicant shall sign, notarize, and return to the Community and Economic Development Department an affidavit accepting all Conditions of Approval of Conditional Use Permit No. 750 within 15 days from the date of the approval. The Applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this Conditional Use Permit non-binding as against the City and shall confer Applicant no legal rights under the law.

70. The Applicant shall be responsible for providing the Community and Economic Development Department with a signed and notarized affidavit from the project contractor and/or individual responsible for the overall construction management accepting all Conditions of Approval of Conditional Use Permit No. 750, prior to building permit issuance. The subject individual acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render the Conditional Use Permit non-binding as against the City and shall confer Applicant no legal right under the law.

71. This Conditional Use Permit grant has an appeal period of fourteen (14) days from Planning Commission approval.

SECTION 5. The City Clerk shall certify the adoption of this resolution and hereafter the same shall be in full force and effect.

APPROVED AND PASSED this 26th day of April 2022 by members of the City Council of the City of Pico Rivera, voting as follows:

Dr. Monica Sanchez, Mayor

ATTEST:  APPROVED AS TO FORM:

Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney
AYES:
NOES:
ABSENT:
ABSTAIN:
Attachment A

Conditional Use Permit No. 750
Assessor Parcel Number 6370-013-014
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING TITLE 18, ZONING, OF THE PICO RIVERA MUNICIPAL CODE TO ALLOW SELF-STORAGE FACILITIES IN THE PROFESSIONAL- ADMINISTRATIVE (P-A) ZONE HEREIN AS ZONE CODE AMENDMENT NO. 189

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; and

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

WHEREAS, several sections of the Pico Rivera Municipal Code related to self-storage facilities have become outdated and it is essential to amend these sections to maintain and create proper development standards; and

WHEREAS, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of amendments of the Municipal Code including sections of Title 18, Zoning at a legally noticed public hearing held on April 4, 2022; and

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

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

SECTION 1. Based on the staff reports, presentations, public comments, Planning Commission recommendations, Pico Rivera Municipal Code, City’s General Plan, and other evidence presented at the duly noticed public hearing on this matter, the City Council hereby finds that Zoning Code Amendment No. 189 is essential to the public necessity, convenience, and general welfare require it and the Zoning Code Amendment is consistent with the City’s General Plan Land Use Element by updating and maintaining property and effective development standards.

SECTION 2. In accordance with the California Environmental Quality Act (“CEQA”) and CEQA Guidelines Section 15063, an initial study and environmental assessment was prepared and it was determined that any potential significant effect on the environment will be mitigated to a level that is less than significant and therefore, a Mitigated Negative Declaration was prepared and circulated in accordance with CEQA requirements and adopted by the City Council Resolution No. _____.

SECTION 3. Chapter 18.04.760, Self-Storage Facilities, Definitions, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the
following:

- **Existing Language:**
  
  - “Self-storage facilities” means a use in which secure self-storage spaces are rented and/or leased to clients for the storage and retrieval of personal property, and may include “public storage facilities” containing individual storage areas that are one thousand square feet in size or greater and “mini storage facilities,” containing individual storage areas that are less than one thousand square feet in size.

- **Proposed Language:**
  
  - Facilities offering enclosed storage with individual access that are rented and/or leased for personal effects and household goods, including mini-storage. A facility may contain various sized, individual compartmentalized and controlled access stalls or spaces. This use excludes workshops, warehousing, hobby shops, manufacturing, or other commercial activity.

## SECTION 4.

Chapter 18.40, *Land Use Regulations, Table 18.40.040(D)*, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zone</th>
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<tbody>
<tr>
<td><strong>D. Commercial Uses</strong> <em>(Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</em></td>
<td></td>
</tr>
<tr>
<td>1. Adult uses</td>
<td>P-A 60</td>
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<tr>
<td>2. Animal hospitals</td>
<td>P-A 20, 23, 55, 57</td>
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<tr>
<td>3. Antique shops</td>
<td>P-A 12, 20, 27, 55, 57</td>
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<tr>
<td>4. Appliance sales, rentals, repairs, service</td>
<td>P-A 20, 28, 55</td>
</tr>
<tr>
<td>5. Automated teller machines-interior</td>
<td>P-A 55</td>
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<tr>
<td>6. Automated teller machines-exterior</td>
<td>P-A 61</td>
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<td>Land Use</td>
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<tr>
<td><strong>D. Commercial Uses</strong> <em>(Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</em></td>
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<tr>
<td>7. Automobile leasing and renting</td>
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<td>8. Automobile parts and accessories stores</td>
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<td>9. Automobile repair shops</td>
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<td>10. Automobile sales, new and used</td>
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<td>11. Automobile service stations</td>
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<td>12. Automobile upholstery shops</td>
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<td>13. Automotive related sales and installation</td>
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<td>14. Bakeries</td>
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<td>15. Banks, savings and loan associations, and other similar lending institutions, but excluding pawnshops</td>
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<td>16. Barbershops and beauty shops</td>
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<td>18. Bicycle shops</td>
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<td>19. Bookstores</td>
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<td>20. Bowling alleys, skating rinks and similar recreational facilities</td>
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<td>21. Brewery</td>
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<td></td>
<td>1, 80</td>
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<tr>
<td>Land Use</td>
<td>Zone</td>
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</tr>
<tr>
<td><strong>D. Commercial Uses</strong> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
<td>P-A</td>
</tr>
<tr>
<td>22. Building materials, new</td>
<td>20, 55</td>
</tr>
<tr>
<td>23. Business offices and services</td>
<td>20, 55, 57, 81</td>
</tr>
<tr>
<td>24. Cafés and restaurants</td>
<td>20, 55, 56, 66, 67</td>
</tr>
<tr>
<td>25. Carwashes, automatic or coin-operated only</td>
<td>2</td>
</tr>
<tr>
<td>26. Ceramics, stone, tile products</td>
<td>20, 55</td>
</tr>
<tr>
<td>27. Check cashing establishments</td>
<td>55, 57, 72</td>
</tr>
<tr>
<td>28. Clothing and wearing apparel stores of new retail merchandise only</td>
<td></td>
</tr>
<tr>
<td>29. Coin-operated games and game arcades</td>
<td>1, 53, 55, 57</td>
</tr>
<tr>
<td>30. Confectionery stores</td>
<td>20, 55, 57</td>
</tr>
<tr>
<td>31. Craft and hobby shops</td>
<td>20, 55, 57</td>
</tr>
<tr>
<td>32. Dental laboratories or scientific research centers</td>
<td>1</td>
</tr>
<tr>
<td>33. Drapery shops</td>
<td>17, 20, 55, 57</td>
</tr>
<tr>
<td>34. Dressmaking and millinery shops</td>
<td>17, 20, 55, 57</td>
</tr>
<tr>
<td>35. Drive-in and drive-thru business establishments</td>
<td>1, 18, 28</td>
</tr>
<tr>
<td>36. Drug or alcohol outpatient treatment facilities</td>
<td>1</td>
</tr>
<tr>
<td>Land Use</td>
<td>Zone</td>
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<tr>
<td>------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>D. Commercial Uses</strong> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
<td></td>
</tr>
<tr>
<td>37. Drugstore</td>
<td>P-A: 20, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>38. Dry cleaning, laundry and pressing establishments</td>
<td>P-A: 20, 33, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>39. Electric distribution substation</td>
<td>P-A: 1, 55, 57, C-M: 1, 55, 57, C-N: 1, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>40. Electronic components and supplies</td>
<td>P-A: 20, 58, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>41. Equipment (light) rentals</td>
<td>P-A: 20, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>42. Florist shops</td>
<td>P-A: 20, 33, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>43. Food markets</td>
<td>P-A: 20, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>44. Fortune telling</td>
<td>P-A: 1, 37, C-M: 1, 55, 57, C-N: 1, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>45. Fire cell generator</td>
<td>P-A: 1, 55, 57, C-M: 1, 55, 57, C-N: 1, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>46. Furniture and appliance stores</td>
<td>P-A: 20, 22, 55, 57, C-M: 20, 22, 55, 57, C-N: 20, 22, 55, 57, C-C: 1, 22, 55, 57, C-G: 20, 22, 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>47. Furniture, cabinet making</td>
<td>P-A: 20, 58, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>48. Furniture upholstery</td>
<td>P-A: 20, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>49. Galleries, works of art and collections</td>
<td>P-A: 20, 33, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>50. Gas metering and control stations</td>
<td>P-A: 1, 55, 57, C-M: 1, 55, 57, C-N: 2, 55, 57, C-C: 2, 55, 57, C-G: 2, 55, 57, CPD: 2, 55, 57, M-U: 2, 55, 57 Overlay: 2, 55, 57</td>
</tr>
<tr>
<td>51. Hardware stores</td>
<td>P-A: 20, 55, 57, C-M: 20, 55, 57, C-N: 20, 55, 57, C-C: 1, 55, 57, C-G: 55, 57, CPD: 55, 57, M-U: 55, 57 Overlay: 55, 57</td>
</tr>
<tr>
<td>52. Home occupations</td>
<td>P-A: 11, C-M: 11, C-N: 11, C-C: 11, C-G: 11, CPD: 11, M-U: 11 Overlay: 11</td>
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<tr>
<td>53. Hospitals/medical facilities</td>
<td>P-A: 1, C-M: 1, C-N: 1, C-C: 1, C-G: 1, CPD: 1, M-U: 1 Overlay: 1</td>
</tr>
<tr>
<td>54. Hotels and motels</td>
<td>P-A: 1, C-M: 1, C-N: 1, C-C: 1, C-G: 1, CPD: 1, M-U: 1 Overlay: 1</td>
</tr>
</tbody>
</table>
## Land Use

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D. Commercial Uses</strong>&lt;sup&gt;*&lt;/sup&gt; (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
<td>P-A C-M C-N C-C C-G CPD M-U Overlay</td>
</tr>
<tr>
<td>55. Jewelry stores</td>
<td>20, 33, 55, 57</td>
</tr>
<tr>
<td>56. Laundromats</td>
<td></td>
</tr>
<tr>
<td>57. Liquor stores, packaged off-sale only</td>
<td>1, 81</td>
</tr>
<tr>
<td>58. Live/work</td>
<td>78</td>
</tr>
<tr>
<td>59. Locksmith shop</td>
<td>20, 55, 57</td>
</tr>
<tr>
<td>60. Medical clinic</td>
<td>2</td>
</tr>
<tr>
<td>61. Medical laboratories</td>
<td>2</td>
</tr>
<tr>
<td>62. Mobilehome sales, new and used</td>
<td></td>
</tr>
<tr>
<td>63. Motorcycle sales, repairs, rentals, new and used</td>
<td>1</td>
</tr>
<tr>
<td>64. Muffler shops, automobile only</td>
<td></td>
</tr>
<tr>
<td>65. Multifamily dwellings</td>
<td>1, 34, 57</td>
</tr>
<tr>
<td>66. Newspaper publishing</td>
<td></td>
</tr>
<tr>
<td>67. Nightclubs</td>
<td>1</td>
</tr>
<tr>
<td>68. Nurseries and retail building</td>
<td>20, 55</td>
</tr>
<tr>
<td>69. Off-sale of alcoholic beverages</td>
<td>1, 39</td>
</tr>
<tr>
<td>70. Off-site hazardous waste facility</td>
<td>1, 43, 45</td>
</tr>
<tr>
<td>Land Use</td>
<td>Zone</td>
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<td>-------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>D. <strong>Commercial Uses</strong> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
<td></td>
</tr>
<tr>
<td>71. Off-street parking facilities privately owned and operated</td>
<td></td>
</tr>
<tr>
<td>72. On-site hazardous waste facility</td>
<td></td>
</tr>
<tr>
<td>73. On-site sale or tasting of alcoholic beverages</td>
<td></td>
</tr>
<tr>
<td>74. Packaging and assembly of non-hazardous products</td>
<td></td>
</tr>
<tr>
<td>75. Parcel delivery</td>
<td></td>
</tr>
<tr>
<td>76. Pet shops and grooming</td>
<td></td>
</tr>
<tr>
<td>77. Pharmacies</td>
<td></td>
</tr>
<tr>
<td>78. Physical fitness clubs, physical training including gyms</td>
<td></td>
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<tr>
<td>79. Physical therapy</td>
<td></td>
</tr>
<tr>
<td>80. Picture frames and framing</td>
<td></td>
</tr>
<tr>
<td>81. Printing and reproduction establishments</td>
<td></td>
</tr>
<tr>
<td>Land Use</td>
<td>Zone</td>
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<tr>
<td>D.</td>
<td><strong>Commercial Uses</strong>* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
</tr>
<tr>
<td>82.</td>
<td>Private clubs, fraternities, sororities, lodges and institutions of nonprofit or charitable nature</td>
</tr>
<tr>
<td>83.</td>
<td>Religious places of worship</td>
</tr>
<tr>
<td>84.</td>
<td>Resthomes</td>
</tr>
<tr>
<td>85.</td>
<td>Retail sales and personal service businesses</td>
</tr>
<tr>
<td>86.</td>
<td>Satellite dish receiving antenna</td>
</tr>
<tr>
<td>87.</td>
<td>Self-Storage Facility</td>
</tr>
<tr>
<td>87.</td>
<td>Shoe repair shops</td>
</tr>
<tr>
<td>88.</td>
<td>Sign shops</td>
</tr>
<tr>
<td>89.</td>
<td>Small boat sales and service</td>
</tr>
<tr>
<td>90.</td>
<td>Stationery stores, including incidental printing</td>
</tr>
<tr>
<td>91.</td>
<td>Studios (dance, martial arts, music, and photography, except motion picture)</td>
</tr>
<tr>
<td>92.</td>
<td>Temporary uses</td>
</tr>
</tbody>
</table>
September 10, 1999

ORDINANCE NO. ___
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<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zone</th>
<th>P-A</th>
<th>C-M</th>
<th>C-N</th>
<th>C-C</th>
<th>C-G</th>
<th>CPD</th>
<th>M-U</th>
<th>Overlay</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.</td>
<td>Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
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<tr>
<td>93, 93, 94, 95, 96, 97, 98, 99, 100</td>
<td>Theaters</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>93, 94, 95</td>
<td>Trade schools</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>95, 96</td>
<td>Truck, trailer, camper, recreational vehicle sales, new and used</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>96, 97</td>
<td>Unclassified uses</td>
<td>1, 48</td>
<td>1, 48</td>
<td>1, 48</td>
<td>1, 48</td>
<td>1, 48</td>
<td>1, 48</td>
<td>1, 48</td>
<td></td>
</tr>
<tr>
<td>97, 98</td>
<td>Wireless telecommunication facilities</td>
<td>45</td>
<td>45</td>
<td>45</td>
<td>45</td>
<td>45</td>
<td>45</td>
<td>1</td>
<td></td>
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<tr>
<td>98, 99</td>
<td>Wrought-iron work shops</td>
<td>20, 28, 55</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>99, 100</td>
<td>Yardage stores</td>
<td>20, 55, 57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 5. Chapter 18.40, Land Use Regulations, Section 18.40.050(C) (71), Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

- **Note 71.** Effective March 23, 2006, Self-storage facilities as defined in Section 18.04.604 18.04.760 are not permitted in any zone in the city, with approval of a conditional use permit provided, however, that this provision shall not affect self-storage facilities that are in operation or have received city entitlements prior to such date. No other self-storage facility shall be located within 1,000 feet from any other such facility.
SECTION 6. Chapter 18.40, Land Use Regulations, Section 18.040.050 (C), Special Use Conditions and Chart Notes, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to add the following note:

Note 82. Self-storage facilities. The following operations and property development regulations shall apply to all new Self-storage facilities and to all existing facilities at such time as the storage area of the existing business is expanded:

a. **Business Activity:** The use of Self-Storage facilities by customers shall be limited to inactive storage only. No retail, repair, or other business activity shall be conducted out of the individual rental storage units. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the premises. Examples of activities prohibited in said facilities include but are not limited to the following:

1. Auctions, commercial wholesale or retail sales, or miscellaneous garage sales. An exception is made for auctions required by law to comply with lien sale requirements. During the course of said lien sales, customer vehicles shall not be allowed to obstruct travel ways.
2. The servicing, repair, or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment.
3. The operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment.
4. The establishment of a transfer and storage business.

b. **Enclosure:** Outdoor storage is prohibited. No boats, trailers, and/or other vehicles shall be parked or otherwise stored outside the storage units.

c. **Lighting:**
1. Lighting shall be designed to provide safety and security and shall serve to unify and enhance the general appearance of the parcel area.
2. The installation of a specific style or type of lighting fixture shall be required to create harmony and compatibility of architectural elements.
3. Accent lighting shall be designed and incorporated to showcase key architectural features of the buildings and key elements of the landscaping and shall be subject to the approval by the Director.
4. No light shall direct or deflect glare to streets, freeways or adjacent uses. Special attention shall be provided to ensure that illumination shall not have a negative environmental impact on the land uses surrounding a self-storage facility.
d. **Hazardous Materials:** No caustic, hazardous, toxic or flammable or explosive matter, material, liquid, or object, nor any matter, material, liquid or object that creates obnoxious or offensive dust, odor or fumes shall be stored.

e. **Utilities:** Water, gas or telephone service to any rental space is prohibited

f. **Habitation:** Human habitation of any rental space is prohibited.

**SECTION 7.** Chapter 18.44, *Off-Street Parking and Loading, Table 18.44.040 (B)*, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>P-A, C-N, C-M, C-C, C-G and CTP Zones</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Commercial Uses</strong></td>
<td>Parking Spaces and/or Facilities Required</td>
</tr>
<tr>
<td>1. All retail stores and other uses except as provided elsewhere in this section</td>
<td>One open parking space for each 250 square feet of net building floor area</td>
</tr>
<tr>
<td>2. Bowling alleys and skating rinks</td>
<td>Two open parking spaces for each alley, and one open parking space for each three fixed seats or for each 30 square feet of floor area used for assembly and/or seating purposes, whichever provides the greater number of parking spaces</td>
</tr>
<tr>
<td>3. Hotels and motels</td>
<td>One open parking space for each sleeping room without kitchen facilities and one space in a garage or carport for each dwelling unit</td>
</tr>
<tr>
<td>4. Places of public assembly</td>
<td>One open parking space for each three fixed seats or for each 30 square feet of floor area used for assembly or seating purposes, whichever provides the greater number of parking spaces</td>
</tr>
<tr>
<td>5. Religious places of worship</td>
<td>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.</td>
</tr>
<tr>
<td>6. <strong>Self-Storage Facilities</strong></td>
<td>One open parking space for 125 storage units, plus one parking space for each 300 square feet of office.</td>
</tr>
</tbody>
</table>
6. Other applicable regulations (1, 2-b, 2-c, 3-6, 9-a, 10-22, 23)

SECTION 8. 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 8. The City Clerk shall certify to the passage and adoption of this Ordinance and cause it to be published in accordance with State and local law. This ordinance shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this ___ day of ___________, 2022.

_______________________________
Dr. Monica Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

________________________________________________________
Anna M. Jerome, City Clerk

________________________________________________________
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA )
)§
COUNTY OF LOS ANGELES )

I, Anna M. Jerome, City Clerk of the City of Pico Rivera do hereby certify that the foregoing Ordinance No. _____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, ____________, with the following vote:

________________________________________________________
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN ORDINANCE AMENDING SECTIONS TO TITLE 18, ZONING, OF THE PICO RIVERA MUNICIPAL CODE DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 189

WHEREAS, the Pico Rivera Municipal Code Zoning Ordinance was adopted as Ordinance No. 133, on November 2, 1960; and

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

WHEREAS, in order to encourage adequate property development, periodic revisions to the Pico Rivera Municipal Code are deemed essential and a public necessity to facilitate development; and

WHEREAS, certain updates must be made to Title 18, Zoning, of the Pico Rivera Zoning Ordinance to fully actualize the goals, policies and actions as described in the Pico Rivera General Plan updated in 2014; and

WHEREAS, per section 18.62.130 of the Pico Rivera Municipal Code, the Planning Commission shall make a recommendation to the City Council by a formal written resolution after the conclusion of a public hearing; and

WHEREAS, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of the amendment to the Pico Rivera Municipal Code at a legally noticed public hearing held on April 4, 2022.

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

SECTION 1. The City Council finds that the above recitals are true and correct and incorporated herein as part of the findings.

SECTION 2. Pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures which lessen potential adverse impacts to a level of less than significant. Therefore, a Mitigated Negative Declaration was prepared and adopted by the City Council pursuant to City Council Resolution No. [NUMBER].

SECTION 4. Further, this Resolution with reports, findings and recommendations herein contained and the Ordinance attached hereto in this matter shall constitute a report of the City Council.

SECTION 5. The City Council finds that the amendment to sections of Title 18, Zoning, of the Pico Rivera Municipal Code are consistent with and are necessary to the general purpose and provisions of the zoning code and general plan and should be approved for the following reasons and findings:

a) Sections of the Pico Rivera Municipal Code related to self-storage facilities have become outdated and it is essential amend these sections to maintain and create proper development standards.

b) The proposed amendments are consistent with the spirit and integrity of the General Plan.

c) Chapter 18.04.760, Self-Storage Facilities, Definitions, has been revised from the previous definition to remove the size restriction of individual storage units and clarifies activities that are excluded from the use.

d) Chapter 18.40, Land Use Regulations, Table 18.40.040(D), has been amended to add Self-Storage Facilities and adding existing note 1 from Chapter 18.40.050 to clarify with approval of a Conditional Use Permit in the Professional Administrative (P-A) Zone.

e) Chapter 18.40, Land Use Regulations, Section 18.40.050(C) (71), has been amended to clarify the permitted location of self-storage facilities and the limitation of proximity of other such facilities.

f) Chapter 18.40, Land Use Regulations, Section 18.040.050 (C), Special Use Conditions and Chart Notes, has been updated to include Note 82 to specify specific development regulations for self-storage facilities.

g) Chapter 18.44, Off-Street Parking and Loading, Table 18.44.040 (B) has been amended to add Self-storage facilities as a land use and apply specific parking ratios required.

SECTION 6. The City Council hereby transmits and recommends approval of the attached Ordinance No. _____, adopting Zoning Code Amendment No. 189.
SECTION 7. The City Clerk shall certify the adoption of this resolution and hereafter the same shall be in full force and effect.

APPROVED AND PASSED this 26th day of April, 2022.

Dr. Monica Sanchez, Mayor

ATTEST:

Anya M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICORIVERA, CALIFORNIA, AMENDING TITLE 18, ZONING, OF THE PICORIVERA MUNICIPAL CODE TO ALLOW SELF-STORAGE FACILITIES IN THE PROFESSIONAL-ADMINISTRATIVE (P-A) ZONE HEREIN AS ZONE CODE AMENDMENT NO. 189

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; and

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

WHEREAS, several sections of the Pico Rivera Municipal Code related to self-storage facilities have become outdated and it is essential to amend these sections to maintain and create proper development standards; and

WHEREAS, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of amendments of the Municipal Code including sections of Title 18, Zoning at a legally noticed public hearing held on April 4, 2022; and

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

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

SECTION 1. Based on the staff reports, presentations, public comments, Planning Commission recommendations, Pico Rivera Municipal Code, City’s General Plan, and other evidence presented at the duly noticed public hearing on this matter, the City Council hereby finds that Zoning Code Amendment No. 189 is essential to the public necessity, convenience, and general welfare require it and the Zoning Code Amendment is consistent with the City’s General Plan Land Use Element by updating and maintaining property and effective development standards.

SECTION 2. In accordance with the California Environmental Quality Act (“CEQA”) and CEQA Guidelines Section 15063, an initial study and environmental assessment was prepared and it was determined that any potential significant effect on the environment will be mitigated to a level that is less than significant and therefore, a Mitigated Negative Declaration was prepared and circulated in accordance with CEQA requirements and adopted by the City Council Resolution No. _____.

SECTION 3. Chapter 18.04.760, Self-Storage Facilities, Definitions, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the
following:

- **Existing Language:**
  - “Self-storage facilities” means a use in which secure self-storage spaces are rented and/or leased to clients for the storage and retrieval of personal property, and may include “public storage facilities” containing individual storage areas that are one thousand square feet in size or greater and “mini storage facilities,” containing individual storage areas that are less than one thousand square feet in size.

- **Proposed Language:**
  - *Facilities offering enclosed storage with individual access that are rented and/or leased for personal effects and household goods, including mini-storage. A facility may contain various sized, individual compartmentalized and controlled access stalls or spaces. This use excludes workshops, warehousing, hobby shops, manufacturing, or other commercial activity.*

**SECTION 4.** Chapter 18.40, *Land Use Regulations, Table 18.40.040(D)*, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zone</th>
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<tbody>
<tr>
<td><strong>D. Commercial Uses</strong> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
<td><strong>P-A</strong></td>
</tr>
<tr>
<td>1. Adult uses</td>
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<td>2. Animal hospitals</td>
<td>20, 23, 55, 57</td>
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<td>3. Antique shops</td>
<td>12, 20, 27, 55, 57</td>
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<td>4. Appliance sales, rentals, repairs, service</td>
<td>20, 28, 55</td>
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<td>5. Automated teller machines-interior</td>
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<td>6. Automated teller machines-exterior</td>
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<td>Land Use</td>
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<td><strong>D. Commercial Uses</strong> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
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<tr>
<td>8. Automobile parts and accessories stores</td>
<td>P-A: 20, 29, 55, 57</td>
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<tr>
<td>9. Automobile repair shops</td>
<td>P-A: 1, 28, 36</td>
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<tr>
<td>10. Automobile sales, new and used</td>
<td>P-A: 2, 13, 28</td>
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<tr>
<td>11. Automobile service stations</td>
<td>P-A: 1, 28, 81</td>
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<tr>
<td>12. Automobile upholstery shops</td>
<td>P-A: 2, 57</td>
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<tr>
<td>13. Automotive related sales and installation</td>
<td>P-A: 15, 20, 55, 57</td>
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<td>14. Bakeries</td>
<td>P-A: 20, 55, 57</td>
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<td>15. Banks, savings and loan associations, and other similar lending institutions, but excluding pawnshops</td>
<td>P-A: 20, 55, 57, 61</td>
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<td>16. Barbershops and beauty shops</td>
<td>P-A: 20, 55, 33, 57</td>
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<td>18. Bicycle shops</td>
<td>P-A: 20, 55, 57</td>
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<td>20. Bowling alleys, skating rinks and similar recreational facilities</td>
<td>P-A: 1, 80</td>
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<td>21. Brewery</td>
<td>P-A: 1, 80</td>
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<td><em><em>D. Commercial Uses</em> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</em>*</td>
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<td>22. Building materials, new</td>
<td>20, 55</td>
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<td>23. Business offices and services</td>
<td>20, 55, 57, 81</td>
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<td>24. Cafés and restaurants</td>
<td>20, 55, 56, 66, 67</td>
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<tr>
<td>25. Carwashes, automatic or coin-operated only</td>
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<td>26. Ceramics, stone, tile products</td>
<td>20, 55</td>
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<td>27. Check cashing establishments</td>
<td>55, 57, 72</td>
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<td>28. Clothing and wearing apparel stores of new retail merchandise only</td>
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<td>29. Coin-operated games and game arcades</td>
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<td>30. Confectionery stores</td>
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<td>31. Craft and hobby shops</td>
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<td>32. Dental laboratories or scientific research centers</td>
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<td>33. Drapery shops</td>
<td>17, 20, 55, 57</td>
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<td>34. Dressmaking and millinery shops</td>
<td>17, 20, 55, 57</td>
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<td>35. Drive-in and drive-thru business establishments</td>
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<td>36. Drug or alcohol outpatient treatment facilities</td>
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<td>37. Drugstore</td>
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<td>38. Dry cleaning, laundry and pressing establishments</td>
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<td>39. Electric distribution substation</td>
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<td>40. Electronic components and supplies</td>
<td>20, 58</td>
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<td>41. Equipment (light) rentals</td>
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<td>42. Florist shops</td>
<td>20, 33, 55, 57</td>
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<td>43. Food markets</td>
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<td>44. Fortune telling</td>
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<td>45. Fire cell generator</td>
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<td>46. Furniture and appliance stores</td>
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<td>47. Furniture, cabinet making</td>
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<td>48. Furniture upholstery</td>
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<td>49. Galleries, works of art and collections</td>
<td>20, 33, 55, 57</td>
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<td>50. Gas metering and control stations</td>
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<td>51. Hardware stores</td>
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<td>52. Home occupations</td>
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<td>53. Hospitals/medical facilities</td>
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<td>54. Hotels and motels</td>
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<td><strong>D. Commercial Uses</strong> * (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)</td>
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<td>55. Jewelry stores</td>
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<td>56. Laundromats</td>
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<td>57. Liquor stores, packaged off-sale only</td>
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<td>58. Live/work</td>
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<td>62. Mobilehome sales, new and used</td>
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<td>63. Motorcycle sales, repairs, rentals, new and used</td>
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<td>64. Muffler shops, automobile only</td>
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<td>65. Multifamily dwellings</td>
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<td>66. Newspaper publishing</td>
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<td>67. Nightclubs</td>
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<td>68. Nurseries and retail building</td>
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<td>69. Off-sale of alcoholic beverages</td>
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<td>70. Off-site hazardous waste facility</td>
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## Land Use

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<tr>
<th>Land Use</th>
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<th>M-U Overlay</th>
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<td>74. Packaging and assembly of non-hazardous products</td>
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<td>79. Physical therapy</td>
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<td>M-U Overlay</td>
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<td>82.</td>
<td>Private clubs, fraternities, sororities, lodges and institutions of nonprofit or charitable nature</td>
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<td>55, 57</td>
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<td>83.</td>
<td>Religious places of worship</td>
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<td>Resthomes</td>
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<td>Self-Storage Facility</td>
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<td>Studios (dance, martial arts, music, and photography, except motion picture)</td>
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<td>Trade schools</td>
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<td>Truck, trailer, camper, recreational vehicle sales, new and used</td>
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**SECTION 5.** Chapter 18.40, *Land Use Regulations, Section 18.40.050(C) (71),* Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

- **Note 71.** Effective March 23, 2006, Self-storage facilities as defined in Section 18.04.604 18.04.760 are not permitted in the P-A zone in the city, with approval of a conditional use permit provided, however, that this provision shall not affect self-storage facilities that are in operation or have received city entitlements prior to such date. No other self-storage facility shall be located within 1,000 feet from any other such facility.
SECTION 6. Chapter 18.40, Land Use Regulations, Section 18.040.050 (C), Special Use Conditions and Chart Notes, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to add the following note:

Note 82. Self-storage facilities. The following operations and property development regulations shall apply to all new Self-storage facilities and to all existing facilities at such time as the storage area of the existing business is expanded:

a. Business Activity: The use of Self-Storage facilities by customers shall be limited to inactive storage only. No retail, repair, or other business activity shall be conducted out of the individual rental storage units. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the premises. Examples of activities prohibited in said facilities include but are not limited to the following:

1. Auctions, commercial wholesale or retail sales, or miscellaneous garage sales. An exception is made for auctions required by law to comply with lien sale requirements. During the course of said lien sales, customer vehicles shall not be allowed to obstruct travel ways.
2. The servicing, repair, or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment.
3. The operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment.
4. The establishment of a transfer and storage business.

b. Enclosure: Outdoor storage is prohibited. No boats, trailers, and/or other vehicles shall be parked or otherwise stored outside the storage units.

c. Lighting:
1. Lighting shall be designed to provide safety and security and shall serve to unify and enhance the general appearance of the parcel area.
2. The installation of a specific style or type of lighting fixture shall be required to create harmony and compatibility of architectural elements.
3. Accent lighting shall be designed and incorporated to showcase key architectural features of the buildings and key elements of the landscaping and shall be subject to the approval by the Director.
4. No light shall direct or deflect glare to streets, freeways or adjacent uses. Special attention shall be provided to ensure that illumination shall not have a negative environmental impact on the land uses surrounding a self-storage facility.
**d. Hazardous Materials:** No caustic, hazardous, toxic or flammable or explosive matter, material, liquid, or object, nor any matter, material, liquid or object that creates obnoxious or offensive dust, odor or fumes shall be stored.

**e. Utilities:** Water, gas or telephone service to any rental space is prohibited.

**f. Habitation:** Human habitation of any rental space is prohibited.

**SECTION 7.** Chapter 18.44, *Off-Street Parking and Loading, Table 18.44.040 (B)*, Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>P-A, C-N, C-M, C-C, C-G and CTP Zones</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Commercial Uses</strong></td>
<td></td>
</tr>
<tr>
<td>1. All retail stores and other uses except as provided elsewhere in this section</td>
<td>One open parking space for each 250 square feet of net building floor area</td>
</tr>
<tr>
<td>2. Bowling alleys and skating rinks</td>
<td>Two open parking spaces for each alley, and one open parking space for each three fixed seats or for each 30 square feet of floor area used for assembly and/or seating purposes, whichever provides the greater number of parking spaces</td>
</tr>
<tr>
<td>3. Hotels and motels</td>
<td>One open parking space for each sleeping room without kitchen facilities and one space in a garage or carport for each dwelling unit</td>
</tr>
<tr>
<td>4. Places of public assembly</td>
<td>One open parking space for each three fixed seats or for each 30 square feet of floor area used for assembly or seating purposes, whichever provides the greater number of parking spaces</td>
</tr>
<tr>
<td>5. Religious places of worship</td>
<td>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.</td>
</tr>
<tr>
<td>6. Self-Storage Facilities</td>
<td><strong>One open parking space for 125 storage units, plus one parking space for each 300 square feet of office.</strong></td>
</tr>
</tbody>
</table>
SECTION 8. 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 8. The City Clerk shall certify to the passage and adoption of this Ordinance and cause it to be published in accordance with State and local law. This ordinance shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this ___ day of __________, 2022.

Dr. Monica Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA )
) §
COUNTY OF LOS ANGELES )

I, Anna M. Jerome, City Clerk of the City of Pico Rivera do hereby certify that the foregoing Ordinance No. _____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, __________, with the following vote:

AYES: __________________________
NOES: __________________________
ABSENT: _________________________
ABSTAIN: _________________________

Anna M. Jerome, City Clerk
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING A ZONE RECLASSIFICATION FOR THE PROPERTY LOCATED AT 6605 ROSEMEAD BOULEVARD TO CHANGE THE ZONE CLASSIFICATION FROM GENERAL COMMERCIAL (C-G) TO PROFESSIONAL AND ADMINISTRATIVE (P-A) TO ALLOW FOR THE DEVELOPMENT OF THE PROPERTY AS A SELF-STORAGE FACILITY AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 327

WHEREAS, the Pico Rivera Municipal Code Zoning Ordinance was adopted as Ordinance No. 133, on November 2, 1960; and

WHEREAS, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of Zone Reclassification No. 327 to change the zone designation from General Commercial (C-G) to Professional and Administrative (P-A) for property located at 6605 Rosemead Boulevard at a legally noticed public hearing held on April 4, 2022; and

WHEREAS, Zone Reclassification No. 327 is part of a project to construct a 63,446 square-foot, four-story building consisting of 680 self-storage units (the “Project”); and

WHEREAS, the City Prepared an Initial Study and Mitigated Negative Declaration (IS/MND) for the project, which was available for public comment from February 24, 2022 to March 25, 2022 at the at the City of Pico Rivera Community and Economic Development Department and was posted at the State Office of Planning and Research (OPR) website and at the Los Angeles County Recorder’s Office pursuant to CEQA Guidelines Section 15072(a); and

WHEREAS, the mitigation measures and monitoring plan have been incorporated as conditions of Conditional Use Permit (CUP) No. 750 and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant.

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

SECTION 1. The City Council finds that the above recitals are true and correct and incorporated herein as part of the findings.

SECTION 2. Pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures which lessen the potential adverse impacts to a level of less than significant. Therefore, a Mitigated Negative Declaration was prepared and adopted by the City Council pursuant to City
Council Resolution No. ____ with mitigation measures and monitoring program in accordance with the provisions of CEQA.

**SECTION 3.** Pursuant to Chapter 18.62, Article III, Zone Reclassification, of the Pico Rivera Municipal Code, the City Council of the City of Pico Rivera hereby adopts Ordinance No.____ to change the zone designation from General Commercial (C-G) to Professional and Administrative (P-A) for property located at 6605 Rosemead Boulevard further designated as Zone Reclassification No. 327.

**SECTION 4.** Further, this Resolution with reports, findings and recommendations herein contained and the Ordinance attached hereto in this matter shall constitute a report of the City Council.

**SECTION 5.** The City Council finds that Zone Reclassification No. 327 shall be approved for the following reasons and findings:

a) The proposed zone reclassification is necessary to provide a more viable development in order to increase the potential attractiveness of the site to surrounding area. The property has remained vacant for over thirty (42) years and is now planned to be developed with a 680-unit self-storage facility.

b) The proposed zone reclassification is fully consistent with the goals and objectives set forth in the General Plan, specifically Goal 3.8 and will not result in conditions or circumstances contrary to the public health, safety or welfare. Both the C-G and P-A zones fall under the Commercial land use designation in the General Plan, which is intended to provide appropriately located areas for a broad range of general retail, offices, markets, restaurants and other commercial services.

c) The proposed zone reclassification will not result in conditions or circumstances contrary to the public health, safety or welfare. Development of the site requires the approval of a Conditional Use Permit and is subject to environmental review in compliance with the California Environmental Quality Act. Conditional Use Permit No. 750 for the proposed self-storage facility has been reviewed and approved by the Planning Commission at the regularly scheduled meeting of April 4, 2022. This conditional use permit finds that the proposed development will not have a significant effect on the environment due to the inclusion of certain mitigation measures that will lessen potential adverse impacts to a level of less than significant. A Mitigated Negative Declaration was prepared with mitigation measures and monitoring program and has duly noticed and circulated all relevant documents in accordance with the provisions of CEQA.
d) The proposed zone reclassification is adequate in size and is compatible in use with the surrounding properties since both existing and proposed zones allow for commercial land uses. The reclassification of the property to allow the construction of a self-storage facility is consistent with the existing zoning of surrounding area and provides a use that is currently under-served to the nearby neighborhoods and residents of the City.

SECTION 6. The City Council hereby transmits and recommends approval of the attached Ordinance No. ____, adopting Zone Reclassification No. 327.

SECTION 7. The City Clerk shall certify the adoption of this resolution and hereafter the same shall be in full force and effect.

APPROVED AND PASSED this 26th day of April, 2022.

___________________________
Dr. Monica Sanchez, Mayor

ATTEST: APPROVED AS TO FORM:  
________________________________  ________________________________
Anna M. Jerome, City Clerk   Arnold M. Alvarez-Glasman, City Attorney

AYES:  NOES:  ABSENT:  ABSTAIN:
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA APPROVING A ZONE RECLASSIFICATION TO CHANGE THE ZONE DESIGNATION FROM GENERAL COMMERCIAL (C-G) TO PROFESSIONAL AND ADMINISTRATIVE (P-A) TO ALLOW FOR THE DEVELOPMENT OF THE PROPERTY AS A SELF-STORAGE FACILITY AS SHOWN ON ATTACHMENT “A” AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 327

WHEREAS, Section 18.62.230 of the Pico Rivera Municipal Code authorizes the City Council of the City of Pico Rivera, upon receipt of Resolution from the Planning Commission of the City of Pico Rivera, upon holding a public hearing, upon hearing all testimony, upon examination and review of the investigative and staff reports and upon conclusion of public hearing to make such determinations and findings of fact as deemed necessary in the best interests of all parties involved and Planning Commission recommendation to approve Zone Reclassification No. 327 to change a zoning designation; and

WHEREAS, on April 4, 2022 the Planning Commission recommended to the City Council the adoption of Zone Reclassification No. 327; and

WHEREAS, the City Council of the City of Pico Rivera conducted a public hearing to consider a Zone Reclassification to change the zoning designation from General Commercial (C-G) to Professional and Administrative (P-A) for property located at 6605 Rosemead Boulevard; and

WHEREAS, Zone Reclassification No. 327 is part of a project to construct a 680 unit, 63,446 square foot four-story self-storage facility (the “Project”); 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.

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

SECTION 1. Based on the staff reports, presentations, public comments, Planning Commission recommendations, Pico Rivera Municipal Code, City’s General Plan, and other evidence presented at the duly noticed public hearing on this matter, the City Council hereby finds that Zone Reclassification No. 327 is essential to the public necessity, convenience, and general welfare and the Zone Reclassification is necessary to carry out the general purpose and provisions of the Pico Rivera Zoning Code and General Plan.
SECTION 2. In accordance with Section 18.66.040 of the Pico Rivera Municipal Code, the Zone Reclassification of the herein described property at 6605 Rosemead Boulevard as more particularly described in Attachment “A” are hereby placed in the Professional and Administrative (P-A) zoned district, and further designated herein as Zone Reclassification No. 327.

SECTION 3. 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 4. In accordance with the California Environmental Quality Act (“CEQA”) and CEQA Guidelines Section 15063, an initial study and environmental assessment was prepared and it was determined that any potential significant effect on the environment will be mitigated to a level that is less than significant and therefore, a Mitigated Negative Declaration was prepared and circulated in accordance with CEQA requirements and adopted by the City Council Resolution No. _____.

SECTION 5. The City Council further finds that the proposed zone reclassification is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.22 which describes the intent, purpose and applicability of the Professional and Administrative (P-A) zone.

SECTION 6. The City Council finds that Zone Reclassification No. 327 is consistent with the General Plan in that the zone change will facilitate a more viable development in order to increase the potential attractiveness of the site to surrounding area.

SECTION 7. 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. The City Clerk shall certify to the passage and adoption of this Ordinance and cause it to be published in accordance with State and local law. This ordinance shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this ___ day of __________, 2022.

Dr. Monica Sanchez, Mayor
I, Anna M. Jerome, City Clerk of the City of Pico Rivera do hereby certify that the foregoing Ordinance No. ______ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, __________, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Anna M. Jerome, City Clerk
The property is legally described as that portion of Rancho Paso de Bartolo, in the City of Pico Rivera, County of Los Angeles, State of California, as per map recorded in Book 6 pages 204 and 205 and in book 23 pages 55 and 56 of miscellaneous records, in the office of the County Recorder of said County, described as follows: Beginning at a point in the northwesterly line of Rosemead Boulevard, formerly Rivera and Barlow Road, 30 feet wide, as described in the deed recorded in Book 4438 Page 33 of Deeds, in the office of the County Recorder of said County, distant south 33°01′10″ West 134.74 feet from the first angle point in said northwesterly line northerly of center street; thence North 56°58′50″ West 226.32 feet; thence north 33°05′00″ East 140.35 feet; thence South 56° 49 East 225.87 feet to said northwesterly line of Rosemead Boulevard; thence South 29° 31′30″ West 5.04 feet to said angel point; thence South 33°01′ 10″ West 134.74 feet to the point of beginning. Except that portion of said land described in the deed to the State of California recorded February 18, 1949 as document No. 3275-R of Torrens. APN: 6370-013-014.
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA APPROVING A ZONE RECLASSIFICATION TO CHANGE THE ZONE DESIGNATION FROM GENERAL COMMERCIAL (C-G) TO PROFESSIONAL AND ADMINISTRATIVE (P-A) TO ALLOW FOR THE DEVELOPMENT OF THE PROPERTY AS A SELF-STORAGE FACILITY AS SHOWN ON ATTACHMENT “A” AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 327

WHEREAS, Section 18.62.230 of the Pico Rivera Municipal Code authorizes the City Council of the City of Pico Rivera, upon receipt of Resolution from the Planning Commission of the City of Pico Rivera, upon holding a public hearing, upon hearing all testimony, upon examination and review of the investigative and staff reports and upon conclusion of public hearing to make such determinations and findings of fact as deemed necessary in the best interests of all parties involved and Planning Commission recommendation to approve Zone Reclassification No. 327 to change a zoning designation; and

WHEREAS, on April 4, 2022 the Planning Commission recommended to the City Council the adoption of Zone Reclassification No. 327; and

WHEREAS, the City Council of the City of Pico Rivera conducted a public hearing to consider a Zone Reclassification to change the zoning designation from General Commercial (C-G) to Professional and Administrative (P-A) for property located at 6605 Rosemead Boulevard; and

WHEREAS, Zone Reclassification No. 327 is part of a project to construct a 680 unit, 63,446 square foot four-story self-storage facility (the “Project”); 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.

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

SECTION 1. Based on the staff reports, presentations, public comments, Planning Commission recommendations, Pico Rivera Municipal Code, City’s General Plan, and other evidence presented at the duly noticed public hearing on this matter, the City Council hereby finds that Zone Reclassification No. 327 is essential to the public necessity, convenience, and general welfare and the Zone Reclassification is necessary to carry out the general purpose and provisions of the Pico Rivera Zoning Code and General Plan.
SECTION 2. In accordance with Section 18.66.040 of the Pico Rivera Municipal Code, the Zone Reclassification of the herein described property at 6605 Rosemead Boulevard as more particularly described in Attachment “A” are hereby placed in the Professional and Administrative (P-A) zoned district, and further designated herein as Zone Reclassification No. 327.

SECTION 3. 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 4. In accordance with the California Environmental Quality Act (“CEQA”) and CEQA Guidelines Section 15063, an initial study and environmental assessment was prepared and it was determined that any potential significant effect on the environment will be mitigated to a level that is less than significant and therefore, a Mitigated Negative Declaration was prepared and circulated in accordance with CEQA requirements and adopted by the City Council Resolution No. _____.

SECTION 5. The City Council further finds that the proposed zone reclassification is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.22 which describes the intent, purpose and applicability of the Professional and Administrative (P-A) zone.

SECTION 6. The City Council finds that Zone Reclassification No. 327 is consistent with the General Plan in that the zone change will facilitate a more viable development in order to increase the potential attractiveness of the site to surrounding area.

SECTION 7. 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. 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.
APPROVED AND ADOPTED this ___ day of __________, 2022 by members of the City Council of the City of Pico Rivera, voting as follows:

Dr. Monica Sanchez, Mayor

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:
The property is legally described as that portion of Rancho Paso de Bartolo, in the City of Pico Rivera, County of Los Angeles, State of California, as per map recorded in Book 6 pages 204 and 205 and in book 23 pages 55 and 56 of miscellaneous records, in the office of the County Recorder of said County, described as follows: Beginning at a point in the northwesterly line of Rosemead Boulevard, formerly Rivera and Barlow Road, 30 feet wide, as described in the deed recorded in Book 4438 Page 33 of Deeds, in the office of the County Recorder of said County, distant south 33°01'10" West 134.74 feet from the first angle point in said northwesterly line northerly of center street; thence North56°58'50" West 226.32 feet; thence north 33°05'00" East 140.35 feet; thence South 56° 49 East 225.87 feet to said northwesterly line of Rosemead Boulevard; thence South 29° 31'30" West 5.04 feet to said angel point; thence South 33°01’ 10” West 134.74 feet to the point of beginning. Except that portion of said land described in the deed to the State of California recorded February 18, 1949 as document No. 3275-R of Torrens. APN: 6370-013-014.
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR CONDITIONAL USE PERMIT NO. 750, GENERAL PLAN NO. 60, MAJOR VARIANCE NO. 191, ZONING CODE AMENDMENT NO. 189 AND ZONE RECLASSIFICATION NO. 327

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; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Proposed Mitigated Negative Declaration for the Self-Storage Facility located at 6605 Rosemead Boulevard was published and posted on February 25, 2022, at the State Office of Planning and Research (OPR) website and at the Los Angeles County Recorder’s Office pursuant to CEQA Guidelines Section 15072(a); and

WHEREAS, the Conditional Use Permit No. 750 requests the City approve operation of a Self-Storage Facility as a conditional use within the Professional Administrative (P-A) zone; and

WHEREAS, the General Plan Amendment No. 60 requests the City amend the General Plan Land Use Designation-Commercial “C” Floor Area Ratio (FAR) from 0.75 to 2.5; to allow for the operation of the Self-Storage Facility; and

WHEREAS, the Major Variance Permit No. 191 requests the City approve deviations to sections of Title 18, Zoning, of the Pico Rivera Municipal Code to allow for the operation of the Self-Storage Facility; and

WHEREAS, several sections of the Pico Rivera Municipal Code related to self-storage facilities have become outdated and it is essential to amend these sections to maintain and create proper development standards (“Zoning Code Amendment No. 189”); and

WHEREAS, the City proposes to change the zoning designation of the property located at 6605 Rosemead Boulevard, Pico Rivera from General Commercial (“C-G”) to Professional and Administrative (“P-A”) (Zone Reclassification No. 327”); and

WHEREAS, Section 18.62.230 of the Pico Rivera Municipal Code authorizes the City Council of the City of Pico Rivera, upon hearing all testimony, upon examination and review of the investigative and staff reports and upon conclusion of public hearing to make such determinations and findings of fact as deemed necessary in the best interests of all parties involved to approve Zone Reclassification No. 327 to change a zoning designation; and
WHEREAS, the Planning Commission of the City of Pico Rivera conducted a public hearing on Conditional Use Permit No. 750, General Plan Amendment No. 60, Major Variance No. 191, Zoning Code Amendment No. 189 and Zone Reclassification No. 327 at a legally noticed public hearing held on April 4, 2022; and

WHEREAS, the City Council of the City of Pico Rivera desires to approve Conditional Use Permit No. 750, General Plan Amendment No. 60, Major Variance No. 191, Zoning Code Amendment No. 189 and Zone Reclassification No. 327.

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

SECTION 1. The City Council finds that the above recitals are true and correct and are hereby incorporated as substantive findings of this Resolution.

SECTION 2. In accordance with the CEQA and Guidelines Section 15063, an initial study and environmental assessment was prepared and it was determined that any potential significant effect on the environment will be mitigated to a level that is less than significant and therefore, a Mitigated Negative Declaration was prepared and circulated in accordance with CEQA requirements. Based on the staff reports, presentations, public comments, Planning Commission recommendations, Pico Rivera Municipal Code, City's General Plan, the above recitals, and such other evidence presented at the duly noticed public hearing on this matter, the City Council hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and finds that the Mitigated Negative Declaration adequate to assess the environmental impacts of the Project and further finds that there is no substantial evidence that the Project will have a significant effect on the environment. The adoption of the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council of the City of Pico Rivera. The full record is available for review in the Community Development Department.

SECTION 3. The City Council hereby directs staff to file a Notice of Determination with the County Clerk within five (5) days of the adoption of the ordinances enacting Zone Code Amendment No. 189 and Zone Reclassification No. 327.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and it shall go into effect upon its adoption.

APPROVED AND PASSED this 26th day of April, 2022.

________________________________
Dr. Monica Sanchez, Mayor
ATTEST: ________________________________

Anna M. Jerome, City Clerk

APPROVED AS TO FORM: ________________________________

Arnold M. Alvarez-Glasman, City Attorney

AYES: 

NOES: 

ABSENT: 

ABSTAIN: 

PUBLIC VIEWING

MITIGATED NEGATIVE DECLARATION (MND) MAY BE VIEWED

AT THE CITY CLERK’S COUNTER.

THANK YOU.
PUBLIC VIEWING

FLYER AND COMMUNITY SIGNATURES MAY BE VIEWED AT THE CITY CLERK’S COUNTER.

THANK YOU.
To: Mayor and City Council

From: City Manager

Meeting Date: April 26, 2022

Subject: PUBLIC HEARING – ADOPT AMERICAN WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

Recommendation:


Fiscal Impact:

The proposed ADA Plan evaluates the City’s physical, programmatic, and service barriers to those with disabilities and identifies the City’s long term needs to make improvements. The adoption of this plan, however, does not commit any City resources. All efforts to implement the plans requirements will be budgeted by the Public Works Department and approved by the City Council.

Discussion:

The American with Disabilities Act (ADA Act) is a civil rights act that was enacted by the Federal Government on July 26, 1990. The intent of the Act is to remove physical or policy related barriers to ensure persons with disabilities have access to the full range of elements and participation within American life.

The ADA Act requires local governments take certain affirmative steps to ensure appropriate access for persons with disabilities. There is two distinct though related parts to this effort. The first part is the Self-Evaluation Report which is created to ensure that persons with disabilities can readily receive the programs, services and activities provided by the City of Pico Rivera. The second part of the effort is the Transition Plan which includes an analysis of the built environment.

These two documents together are referred to as the ADA Self-Evaluation and Transition Plan (ADA Plan). In addition to the Federal ADA Act, the State of California has included in the Government Code a broader definition of disability. This ADA Plan
presented herein ensures adherence to both the Federal ADA Act and the California Government Code. On August 27, 2019, City Council awarded a contract to Jensen Hughes to prepare the City’s ADA Plan. On April 15, 2022, the Notice of Public Hearing was posted in the Los Cerritos News.

The ADA Plan is included as Enclosures 1 & 2. These are extensive documents and thoroughly describe the methodology used to prepare the documents to address all required components include public outreach and participation.

Section 8.0 of the Self-Evaluation Plan includes five (5) findings and recommendations as of the time of initial evaluation in 2019. The City has made significant progress in addressing some of these recommendations and the original recommendations may not all still be applicable, however any remaining outstanding recommendations will be implemented.

The Transition Plan portion outlines the methodology used to develop this part of the plan. Also included with the work effort is nearly 2,000 pages of detailed analysis of all City sidewalks, curb ramps, pedestrian signals, facilities (parks and buildings), and bus stops. The summary of this analysis is a detailed listing with costs estimates and photographs for every potential physical barrier on a City owned asset. The planning level costs estimates for those categories is as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks</td>
<td>$37,931,000</td>
</tr>
<tr>
<td>Curb Ramps</td>
<td>$12,205,000</td>
</tr>
<tr>
<td>Pedestrian Signals</td>
<td>$  817,000</td>
</tr>
<tr>
<td>Facilities</td>
<td>$  8,703,000</td>
</tr>
<tr>
<td>Bus Stops</td>
<td>$       86,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$59,742,000</strong></td>
</tr>
</tbody>
</table>

The ADA Plan as drafted is a tool and guideline for the City to formulate policy and set budgets over time to address both programmatic and physical barriers for those with disabilities. The plan does not prioritize or require the City to make any particular improvement within any specific time. ADA improvements are such that cities include improvements in each budget year based on that city’s ability and priorities. Staff has already been incorporating ADA improvements in every applicable project and will continue to do so. Additionally, staff will recommend additional ADA projects to include in the City budget for Council consideration.

One of the most challenging aspects of an ADA Plan is the upkeep, tracking and maintenance of the plan itself, typically done by an ADA Coordinator. An ADA Coordinator is an individual designated to coordinate and implement ADA compliance activities and the ADA Transition Plan. The ADA Coordinator is instrumental in ensuring that compliance of all the Transition Plan elements are implemented including policy
development, practices, and procedures. The ADA Coordinator is experienced with local government’s structure, activities, programs, and employees. If not executed properly, the money invested in the plan is wasted as the plan becomes outdated quickly, seriously impairing good decision making and regulatory compliance. At the April 12th City Council meeting, City Council approved $100,000 from FY 2020-21 General Fund surplus to obtain an ADA Coordinator that meets the ADA Transition Plan needs and implementation requirements.

Conclusion:

Staff recommends approval of the City’s ADA Plan as prepared by Jensen Hughes and staff.

Steve Carmona

SC:TR:Il

Enclosures: 1) Self-Evaluation Report  
2) Transition Plan  
3) Notice of Public Hearing
AMERICANS WITH DISABILITIES ACT
SELF-EVALUATION PLAN 2021

City of Pico Rivera

PREPARED FOR

City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

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Jensen Hughes, Inc.
1000 Wilshire Blvd.
Los Angeles, CA 90017
O: +1 213-412-1400
D: +1 213-338-8661
kelly.hang@jensenhughes.com

Enclosure 1
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1.0 Acknowledgments

The Jensen Hughes team wishes to acknowledge and thank the various staff of the City of Pico Rivera for their participation and contribution to the development of the ADA Self-Evaluation Plan. Their in-depth knowledge and expertise regarding City operations were critical during the report process which allowed our team to perform the necessary evaluation of their programs, services and activities.

2.0 Introduction and Purpose of the ADA

The Americans with Disabilities Act (ADA) is a civil rights act that was signed into law by President George H.W. Bush on July 26, 1990. During this signing ceremony, President Bush called for the shameful wall of exclusion to fall. The intent of the ADA is to remove physical or policy related accessibility barriers to ensure persons with disabilities have access to the full range of elements and participation within American life.

The ADA requires that local governments, including the City of Pico Rivera, take certain affirmative steps to ensure appropriate access for qualified persons with disabilities is in place. This Self-Evaluation Report has been created to ensure that persons with disabilities are able to readily receive the programs, services and activities provided by the City of Pico Rivera.

This effort is engaged in by the City as an ongoing effort to ensure disability civil rights are in place and continuous improvement is realized. To facilitate this process, the City of Pico Rivera retained the services of Jensen Hughes. Jensen Hughes brings disability civil rights expertise to the project to ensure a thorough review is accomplished. The project includes an analysis of the built environment from which the City functions. The results of which are reported in the ADA Transition Plan report. In addition, all programs, services and activities were evaluated in terms of their policies and procedures. The results of this effort are reported in this document, the ADA Self-Evaluation Report.
3.0 Overview of the City of Pico Rivera

Pico Rivera is a thriving community that offers opportunities to all who live, work and relax in the City. Situated on the eastern edge of the Los Angeles basin and the southern edge of the area known as the San Gabriel Valley, Pico Rivera is approximately 13 miles southeast of downtown Los Angeles.

Formed through the merging of two historic communities, Pico and Rivera, the City was officially incorporated in January 1958 as the 61st City in Los Angeles County. Originally an agricultural area, the community evolved into a residential and industrial area following the end of World War II.

Pico Rivera is governed by a Council-Manager form of government. The voters of Pico Rivera elect a 5-member City Council, which in turn appoints a City Manager to carry out its policies and serve as the administrative head of the City organization. As the City’s Chief Administrator, the City Manager is responsible for overseeing City employees who implement all of the City’s programs, services and projects, with the exception of police, fire and library services, which are provided through contracts with the County of Los Angeles.

Within the City’s nine square miles, more than 120 acres are devoted to recreational uses, including just under 100 acres of local parks. (Find out more information about City Parks and Other Recreational Facilities at http://www.pico-rivera.org/depts/parks/default.asp).

A variety of regional entertainment and sporting venues, along with beach and mountain areas, are located within easy driving distance. The local housing stock, seventy percent of which is owner-occupied, has been expanded in recent years with the addition of several newer housing developments.
Elementary and high school students in the community are served by the El Rancho Unified School District and Montebello Unified School District, with a number of universities and colleges in Los Angeles and Orange Counties providing a range of opportunities for higher education.

Industrial and commercial uses continue to be attracted to Pico Rivera, thanks in large part to the easy access provided by three freeways, major railroads, and the close proximity of world-class port and airport facilities. Since its incorporation more than 50 years ago, the City has embraced progress while honoring its heritage. As the community looks forward to the next 50 years, several recent and pending projects will help ensure Pico Rivera continues to be a great place to live, work and play. Within the past 10 years the City has completed projects such as the Passons Boulevard railroad underpass project, the new Pico Rivera Library on Mines Avenue, and the completion of the Parks Renovation Project, which provided much-needed improvement and expansion of City parks and recreational facilities throughout the community.

Source: Website of the City of Pico Rivera (http://www.pico-rivera.org/about/)

4.0 Overview of the ADA Mandates Impacting the City of Pico Rivera

As a local government, the City of Pico Rivera must comply with the Federal regulation noted below:

28 CFR 35.130 General prohibitions against discrimination

- (a) No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

To ensure that appropriate access is in place certain evaluations and policy statements are mandated, the City must:
- Conduct a self-evaluation to review all programs services and activities, 28 CFR 35.105;
- Produce and disseminate an ADA notice of compliance, 28 CFR 35.106;
- Appoint an employee responsible for coordinating ADA activities, 28 CFR 35.107;
- Have in place an ADA grievance system, 28 CFR 35.107; and
- Develop an ADA transition plan, reviewing the built environment and detailing how and when access barriers will be mitigated, 28 CFR 35.150(d).

5.0 Impact of California State Law

When implementing the federal requirements of the ADA, it is critical that a comparison to state law be conducted to ensure that the law that provides the greatest access for persons with disabilities is being applied. 28 CFR 35.103 regulates that the ADA will yield to a stronger local law.

There are two instances where California State law has a material impact on the local government’s implementation of ADA:

1. California Government Code 12926 contains a broader definition of disability then that provided by the ADA. Summarizing the definition of disability under California law one should consider the following:

   If a person has a physical or mental impairment that limits a major life activity, has a history of a physical or mental impairment that limits a major life activity, or is regarded as having a physical or mental impairment that limits a major life activity, that person is covered by California State law. Physical and mental disabilities can include, but are not limited to, chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder, multiple sclerosis, and heart disease. Additionally, if a person has received services within a special education program, is a cancer survivor, or has a genetic characteristic that may eventually manifest itself into a disability, they are covered.

   It is important to note that when examining whether a person has a disability that impacts the major life activity, one must consider the disability in the unmitigated status. Often, persons with disabilities mitigate the limitation of the disability through the use of medication, devices, or even personal habits. These forms of mitigation are not appropriate to consider when determining the definition of disability. Thus, one would look at how an individual with diabetes would function without her/his insulin.

   Major life activities are very broad in nature. No exhaustive list exists to define them. Hearing, seeing, walking, learning, reproduction concentrating, breathing, working, etc. are all among common major life activities.
The ADA definition of disability uses the term “substantially limits” in the first prong. It does not specify coverage of cancer survivors, persons who have received services from special-education programs, or persons who have a genetic characteristic that may someday develop into a disability.

2. California Government Code 11135 incorporates ADA requirements, and that, if the laws of state and local governments prescribe stronger protections and prohibitions, the programs and activities shall be subject to the stronger protections and prohibitions.

6.0 Defining a Qualified Persons with a Disability

Frequently one may encounter the term “Qualified Person with a Disability”. To meet the standard of being a qualified person with a disability, an individual must be a person with a disability as defined above. Additionally, they must qualify to receive the programs, services, or activities in question.

For example, if a person has a qualifying disability and has purchased a ticket from the City to attend a performance sponsored by the City; that person is a qualified person with a disability. If the same individual did not have the required ticket for the performance that individual would not be qualified to attend. As such, the unqualified person with a disability would not have standing to request accommodation for the manner in which the performance was offered.

7.0 The Methodology and Scope of the ADA Self-Evaluation

7.1 METHODOLOGY

The goal of the self-evaluation is to analyze all programs, services and activities provided by the City of Pico Rivera. Toward this end, Jensen Hughes worked with each City Department and the ADA Coordinator. Surveys were developed to obtain information regarding the functioning of each program. Policies Selected by the City due to their pertinence to the subject matter were reviewed. Extensive interaction between Jensen Hughes staff and the City of Pico Rivera occurred.

Data collected was evaluated by Jensen Hughes and action items were organized into the categories for self-evaluation provided by the United States Department of Justice in their ADA Title II Technical Assistance Manual II-8.2000. Action items were organized into an Implementation Plan for City use. The Implementation Plan provides the City an opportunity to assign tasks to individuals and departments responsible and to track progress. The documents and Plan can also be updated as needed to update the ADA Self-Evaluation as new regulations and programs, or as new case law develops. All data is contained below within this report.
7.2 SCOPE OF THE PROJECT ORGANIZATION AND SURVEY PLAN
Meetings between Jensen Hughes and City management took place to define the scope of the project and identify City programs, services and activities. The list of surveys below was agreed-upon as comprising the City services. Surveys were created by Jensen Hughes addressing a variety of issues within each area listed. The data developed from the surveys became a basis for the findings and recommendations in the ADA Self-Evaluation Implementation Plan found in this report. The meetings also served as a data gathering opportunity as Jensen Hughes was able to learn a great deal about the City’s operations while interacting with management.

7.3 STAFF SURVEY CATEGORIES
- Administrative Services
- ADA Coordinator
- Communication
- Emergency Management
- Facilities and Leased Space
- Human Resources
- Law Enforcement
- Meetings and Events
- Purchasing and Contracts
- Transportation

8.0 Findings and Recommendations
These following findings and recommendations were conducted during the process of the Self-Evaluation and were deemed outstanding at the original time of the evaluation in 2019.

Note that since 2019, the City of Pico Rivera has made significant progress in developing and addressing the original findings stated below and may no longer be applicable.

8.1 ADMINISTRATIVE REQUIREMENTS
8.1.1 ADA Transition Plan, 28 CFR 35.150 (d)
Findings: The City of Pico Rivera has an Interim ADA Transition Plan for Public Rights-of-Way from the year of 2013. A contract is in place with Jensen Hughes to develop an updated ADA Transition Plan that covers Public Rights-of-Way, City facilities and parks.

Recommendation: It is recommended that the updated ADA Transition Plan be adopted and implemented. The Transition Plan should be revisited and reviewed on a continual basis and be maintained as a living document to reflect changes in resources, scheduling, and tracking of barrier mitigation efforts.
**8.1.2 ADA Self-Evaluation, 28 CFR 35.105**

**Findings:** The City of Pico Rivera does not have a previously completed ADA Self-Evaluation. A contract is in place with Jensen Hughes to create an ADA Self-Evaluation which is contained within this report.

**Recommendation:** It is recommended that this Self-Evaluation Report be adopted and implemented.

**8.1.3 Appointment of ADA Coordinator, 28 CFR 35.107**

**Findings:** At present, the City of Pico Rivera does not have a designated ADA Coordinator. The City is in the process of defining the position and structuring a system for ADA coordination.

**Recommendation:** It is recommended that the City move forward with the efforts to designate an ADA Coordinator and provide a system for ongoing training for the appointed staff.

**8.1.4 ADA Grievance Procedure, 28 CFR 35.107**

**Findings:** The City of Pico Rivera does not currently have an ADA Grievance Procedure in place.

**Recommendation:** A model ADA Grievance Procedure is provided in Appendix F within this report. It is recommended that this procedure be adopted and orientation to City employees regarding the Grievance Procedure take place and it be used throughout City government.

**8.1.5 ADA Notice of Compliance, 28 CFR 35.106**

**Findings:** The City of Pico Rivera does not have a Notice of ADA Compliance.

**Recommendation:** A model Notice of ADA Compliance is provided within Appendix E of this report. It is recommended that it be adopted and disseminated broadly throughout City government facilities and operations.

**8.2 POLICIES AND PRACTICES**

**8.2.1 Policies and Practices Within the Scope of Review Recommended by the United States Department of Justice**

Questions were submitted to the City of Pico Rivera regarding each of the 13 areas noted below. The findings and recommendations are based upon the information provided to Jensen Hughes. The ADA Self-Evaluation Implementation Plan will contain the findings and recommendations, which will come from the City’s response to the survey questions. These questions were based upon the 13 areas below, which come from the US Department of ADA Tittle II Technical Assistance Manual II-82000.

Thirteen (13) areas of review recommended by the United States Department of Justice:
1. The ADA Transition Plan (Please see entry above under Administrative Requirements).
2. Policies that may exclude or limited participation of qualified persons with disabilities; 28 CFR 35.130
3. Communications; 28 CFR 35.160
4. Auxiliary aids and services; 28 CFR 35.160
5. Emergency management for persons with disabilities; 28 CFR 35.130
6. Disability awareness, etiquette, and understanding of the requirements the City of Pico Rivera is held to by City staff having public contact; 28 CFR 35.130
7. Access to programs, services and activities provided within a bona fide historic site; 28 CFR 35.150
8. Procedure for evaluating a City policy modification request and determining fundamental alteration of programs, services or activities; 28 CFR 35.130
9. Access to public meetings and events; 28 CFR 35.130
10. Human resources and disability civil rights; 28 CFR 140 and California Government Code 12926
11. Procedures to ensure access code compliance within new construction; 28 CFR 35.151
12. Guidance and training needs for City staff; 28 CFR 35.130
13. Anti-discrimination policies relative to former drug users who are clean and have been through rehabilitation; 28 CFR 35.131

City staff were asked questions related to the topics above. Each department within the City government was involved. Findings and recommendations were created in guidance for the City moving forward. The findings and recommendations of the Self-evaluation review are listed in the ADA Self-Evaluation Implementation Plan. This plan provides the City a workable format to assign action items to departments or staff for tracking purposes of the City’s ongoing progress.

The requirements of Title II of the ADA are extensive. They hold covered entities such as the City of Pico Rivera to numerous requirements which become ubiquitous within City government. The review revealed that the City has not yet developed policies and procedures to appropriately address these extensive requirements.

To move forward in a positive and productive manner the following is recommended:

1. The City should develop internal work teams to address the items found needing attention by the review;
2. The internal work team should receive training to ensure that their work product is well focused and effectively addresses the required changes they are assigned to implement;
3. A work plan should be adopted for the purpose of assigning tasks internally and tracking progress of ADA implementation efforts;

4. A system should be designed and implemented to communicate to all City staff the changes that are being created through this process and why City staff are responsible for addressing within the scope of their duties;

5. Training recommendations are also noted in the Implementation Plan and;

6. The City should create and train a Disability Advisory Committee. This Committee would be advisory only for the purpose of ensuring pending issues discovered internally are implemented as required by the ADA.

9.0 Public Outreach and Participation

9.1 METHOD

To encourage public participation and involvement with the City’s ADA Self-Evaluation and Transition Plan development process, two public video teleconference meetings were held on August 26, 2020. To maximize outreach and encourage participation, the City was encouraged to reach out to various local organizations and non-profits groups and also posted the below notices in the City’s Summer 2020 edition of its newsletter: The Pico Rivera...
PROFILE. In addition, notices were provided on the City’s social media pages leading up to the meeting date on the following dates: August 19th, 22nd, and the 25th of 2020. The public outreach notifications and meetings were provided in both English and Spanish, and the public outreach meetings also included interpreters providing translation in both American Sign Language (ASL) and Mexican Sign Language (MSL).
9.2 RESULTS

9.2.1 Presenting Staff and Support
The public outreach meetings occurred via teleconference call on August 26, 2020 with the English version at 5:00 to 6:00 p.m. and in Spanish from 6:00 to 7:00 p.m.

Presenters and City representatives included the following:

- Presenter-English/Spanish: Monica Heredia, Director of Public Works, City of Pico Rivera
- Presenter-English: Kelly Hang, Senior Accessibility Consultant, Jensen Hughes
- Presenter-English: Michael Paravagna, Senior Policy Specialist, Jensen Hughes
- Presenter-Spanish: Isaac Martinez, Senior Consultant, Jensen Hughes
- Vanessa Ibarra, Deputy City Attorney, City of Pico Rivera
- Luisa Najera, Senior Analyst / ADA Coordinator, City of Pico Rivera
- Omid Vaziri, Senior Engineer, City of Pico Rivera
- Jasper Kirsh, Senior Accessibility Consultant, Jensen Hughes
- ASL Interpreter: American Language Services (Crystal)
- ASL Interpreter (Spanish): American Language Services (Bradley Knoell)

9.2.2 Attendee Participation
Number of public attendees: 4

*Attendee (English): F. Sanchez*

Caller had concerns regarding hazardous conditions his father has experienced due to non-existent sidewalk, flooding, and vehicular speeding around the location of Bequette Ave & Bermudez St.

*City Response:* City will investigate concerns in this area along with reviewing the nearly completed Water, Sewer, and Storm Drain Master Plan and will follow up with Mr. Sanchez.

*Attendee (English): F. Sanchez*

Concern regarding a water leak around the location of Bequette Ave & Bermudez St. The City Services emergency phone number went to a 800 number for a doctor’s office and had to call the police department.

*City Response:* City will investigate this issue and correct.

*Attendee (Spanish): Diego*
Concern regarding small size of bus stop benches?

*City Response:* City is required to comply with certain requirements relating to accessibility requirements and will investigate the described issues.

*Attendee (Spanish):* Diego

Question relating to not being able to see the presentation since he called in using his phone.

*City Response:* The presentation will be available to share with the public on the City website.

*Note:* Request for information may require the document and plan to be readily available in accessible format(s) (i.e. 12-point font size). Jensen Hughes suggests that options are provided to requestors within a reasonable timeframe.

### 10.0 Instructions for Updating the Self-Evaluation Report

It is not possible to accurately predict program changes within the City, the development of ADA case law, or the content of revised regulations, which are yet unpublished. Despite this, the City has an ongoing responsibility to remain compliant with disability civil rights mandates.

To facilitate this process this Self-Evaluation report is designed to accommodate revisions as conditions change. Thus, the City of Pico Rivera, can make changes as needed and maintain a current Self-Evaluation. This document can serve as a tool to ensure compliance, evidence of the City’s good faith effort, and a historic document to record the actions taken by the City of Pico Rivera to appropriately serve the growing population of persons with disabilities living in the community.

To make the necessary amendments as changes occur, the ADA coordinator can merely place an addendum in the narrative under the impacted 13 areas enumerated above and can also be made to the Self-Evaluation Implementation Plan within the associated spreadsheet. From that point, action to implement changes can be structured, documented, and tracked.

### 11.0 ADA Self-Evaluation Implementation Plan

Associated with this report is a spreadsheet which contains the ADA self-evaluation implementation plan. This plan is intended to be used to track the various action items that have been identified within the self-evaluation process. Action items from the administrative requirements and the 13 program areas discussed above are incorporated in the spreadsheet. The ADA Coordinator can use this document to assign departments or individuals the task of implementing the action items, establish due dates, review progress, and make notes about the status of the work being addressed. Should the need arise, this document can demonstrate the good faith effort being made by the City to address disability civil rights issues.
It’s very important to note that each time an entry to the spreadsheet is made, the “as of date” must be updated. This will serve as a reflection of current status and ongoing effort.

Submitted by,

**JENSEN HUGHES**

Prepared by:  
**Kelly Hang, CASp, ICC, Assoc. AIA**  
Senior Accessibility Consultant

Reviewed by:  
**Jasper S. Kirsch, CASp, ICC, Assoc. AIA**  
Senior Accessibility Consultant

**Michael Paravagna**  
Senior Policy Specialist

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Appendix A. Revised Final Title II Regulation with Integrated Text
NOTE: These provisions update the relevant portions of the title II regulation to incorporate changes made to the regulatory text through October 11, 2016. These modifications stem from the Pool Extension Final Rule (77 FR 30174, published May 21, 2012) and the ADA Amendments Act Final Rule (81 FR 53202, published Aug. 11, 2016). All section headings and changes are noted in bold.

Part 35 Nondiscrimination on the Basis of Disability in State and Local Government Services (as amended by the final rule published on August 11, 2016)


11.1 Subpart A—General

11.1.1 § 35.101 Purpose and broad coverage.


(b) Broad coverage. The primary purpose of the ADA Amendments Act is to make it easier for people with disabilities to obtain protection under the Act. Consistent with the ADA Amendments Act’s purpose of reinstating a broad scope of protection under the ADA, the definition of “disability” in this part shall be construed broadly in favor of expansive coverage to the maximum extent permitted by the terms of the ADA. The primary object of attention in cases brought under the ADA should be whether entities covered under the ADA have complied with their obligations and whether discrimination has occurred, not whether the individual meets the definition of disability. The question of whether an individual meets the definition of disability under this part should not demand extensive analysis.

11.1.2 § 35.102 Application.

• (a) Except as provided in paragraph (b) of this section, this part applies to all services, programs, and activities provided or made available by public entities.

• (b) To the extent that public transportation services, programs, and activities of public entities are covered by subtitle B of title II of the ADA, they are not subject to the requirements of this part.

§ 35.103 Relationship to other laws.

• (a) Rule of interpretation. Except as otherwise provided in this part, this part shall not be construed to apply a lesser standard than the standards applied under title V of the Rehabilitation Act of 1973 or the regulations issued by Federal agencies pursuant to that title.
• (b) Other laws. This part does not invalidate or limit the remedies, rights, and procedures of any other Federal laws, or State or local laws (including State common law) that provide greater or equal protection for the rights of individuals with disabilities or individuals associated with them.
§ 35.104 Definitions.

For purposes of this part, the term—


2010 Standards means the 2010 ADA Standards for Accessible Design, which consist of the 2004 ADAAG and the requirements contained in § 35.151.


Assistant Attorney General means the Assistant Attorney General, Civil Rights Division, United States Department of Justice.

Auxiliary aids and services includes—

- (1) Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;
- (2) Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;
- (3) Acquisition or modification of equipment or devices; and
- (4) Other similar services and actions.

Complete complaint means a written statement that contains the complainant's name and address and describes the public entity's alleged discriminatory action in sufficient detail to inform the agency of the nature and date of the alleged violation of this part. It shall be signed by the complainant or by someone authorized to do so on his or her behalf. Complaints filed
on behalf of classes or third parties shall describe or identify (by name, if possible) the alleged victims of discrimination.

*Current illegal use of drugs* means illegal use of drugs that occurred recently enough to justify a reasonable belief that a person’s drug use is current or that continuing use is a real and ongoing problem.

*Designated agency* means the Federal agency designated under subpart G of this part to oversee compliance activities under this part for particular components of State and local governments.

*Direct threat* means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services as provided in § 35.139.

*Disability.* **The definition of disability can be found at § 35.108.**

*Drug* means a controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812).

*Existing facility* means a facility in existence on any given date, without regard to whether the facility may also be considered newly constructed or altered under this part.

*Facility* means all or any portion of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property, including the site where the building, property, structure, or equipment is located.

*Historic preservation programs* means programs conducted by a public entity that have preservation of historic properties as a primary purpose.

*Historic properties* means those properties that are listed or eligible for listing in the National Register of Historic Places or properties designated as historic under State or local law.

*Housing at a place of education* means housing operated by or on behalf of an elementary, secondary, undergraduate, or postgraduate school, or other place of education, including dormitories, suites, apartments, or other places of residence.

*Illegal use of drugs* means the use of one or more drugs, the possession or distribution of which is unlawful under the Controlled Substances Act (21 U.S.C. 812). The term illegal use of drugs does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law.
**Individual with a disability** means a person who has a disability. The term individual with a disability does not include an individual who is currently engaging in the illegal use of drugs, when the public entity acts on the basis of such use.

**Other power-driven mobility device** means any mobility device powered by batteries, fuel, or other engines—whether or not designed primarily for use by individuals with mobility disabilities—that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDS), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of this section. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207(c)(2).

**Public entity** means—

- (1) Any State or local government;
- (2) Any department, agency, special purpose district, or other instrumentality of a State or States or local government; and
- (3) The National Railroad Passenger Corporation, and any commuter authority (as defined in section 103(8) of the Rail Passenger Service Act).

**Qualified individual with a disability** means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

**Qualified interpreter** means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators.

**Qualified reader** means a person who is able to read effectively, accurately, and impartially using any necessary specialized vocabulary.


**Service animal** means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low
vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

*State* means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Mariana Islands.

*Video remote interpreting (VRI) service* means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in §35.160(d).

*Wheelchair* means a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor locomotion. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207 (c)(2).

§ 35.105 Self-evaluation.

- (a) A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.

- (b) A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.

- (c) A public entity that employs 50 or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:
  - (1) A list of the interested persons consulted;
  - (2) A description of areas examined and any problems identified; and
  - (3) A description of any modifications made.

- (d) If a public entity has already complied with the self-evaluation requirement of a regulation implementing section 504 of the Rehabilitation Act of 1973, then the
requirements of this section shall apply only to those policies and practices that were not included in the previous self-evaluation.

§ 35.106 Notice

A public entity shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this part and its applicability to the services, programs, or activities of the public entity, and make such information available to them in such manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Act and this part.

§ 35.107 Designation of responsible employee and adoption of grievance procedures

- (a) Designation of responsible employee. A public entity that employs 50 or more persons shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under this part, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part. The public entity shall make available to all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph.

- (b) Complaint procedure. A public entity that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part.

§ 35.108 Definition of disability

(a)

(1) Disability means, with respect to an individual:

   (i) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;

   (ii) A record of such an impairment; or

   (iii) Being regarded as having such an impairment as described in paragraph (f) of this section.

(2) Rules of construction.

   (i) The definition of “disability” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA.

   (ii) An individual may establish coverage under any one or more of the three prongs of the definition of “disability” in paragraph (a)(1) of this section, the “actual disability”
prong in paragraph (a)(1)(i) of this section, the “record of” prong in paragraph (a)(1)(ii) of this section, or the “regarded as” prong in paragraph (a)(1)(iii) of this section.
(iii) Where an individual is not challenging a public entity’s failure to provide reasonable modifications under § 35.130(b)(7), it is generally unnecessary to proceed under the “actual disability” or “record of” prongs, which require a showing of an impairment that substantially limits a major life activity or a record of such an impairment. In these cases, the evaluation of coverage can be made solely under the “regarded as” prong of the definition of disability, which does not require a showing of an impairment that substantially limits a major life activity or a record of such an impairment. An individual may choose, however, to proceed under the “actual disability” or “record of” prong regardless of whether the individual is challenging a public entity’s failure to provide reasonable modifications.

(b)

(1) Physical or mental impairment means:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; or

(ii) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.

(2) Physical or mental impairment includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

(3) Physical or mental impairment does not include homosexuality or bisexuality.

(c)

(1) Major life activities include, but are not limited to:

(i) Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, interacting with others, and working; and

(ii) The operation of a major bodily function, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive
systems. The operation of a major bodily function includes the operation of an individual organ within a body system.

(2) Rules of construction.

(i) In determining whether an impairment substantially limits a major life activity, the term major shall not be interpreted strictly to create a demanding standard.

(ii) Whether an activity is a major life activity is not determined by reference to whether it is of central importance to daily life.
(d) Substantially limits.

(1) Rules of construction. The following rules of construction apply when determining whether an impairment substantially limits an individual in a major life activity.

   (i) The term “substantially limits” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. “Substantially limits” is not meant to be a demanding standard.

   (ii) The primary object of attention in cases brought under title II of the ADA should be whether public entities have complied with their obligations and whether discrimination has occurred, not the extent to which an individual’s impairment substantially limits a major life activity. Accordingly, the threshold issue of whether an impairment substantially limits a major life activity should not demand extensive analysis.

   (iii) An impairment that substantially limits one major life activity does not need to limit other major life activities in order to be considered a substantially limiting impairment.

   (iv) An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

   (v) An impairment is a disability within the meaning of this part if it substantially limits the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment does not need to prevent, or significantly or severely restrict, the individual from performing a major life activity in order to be considered substantially limiting. Nonetheless, not every impairment will constitute a disability within the meaning of this section.

   (vi) The determination of whether an impairment substantially limits a major life activity requires an individualized assessment. However, in making this assessment, the term “substantially limits” shall be interpreted and applied to require a degree of functional limitation that is lower than the standard for substantially limits applied prior to the ADA Amendments Act.

   (vii) The comparison of an individual’s performance of a major life activity to the performance of the same major life activity by most people in the general population usually will not require scientific, medical, or statistical evidence. Nothing in this paragraph (d)(1) is intended, however, to prohibit or limit the presentation of scientific, medical, or statistical evidence in making such a comparison where appropriate.

   (viii) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures. However, the ameliorative effects of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity. Ordinary eyeglasses or contact lenses are lenses that are intended to fully correct visual acuity or to eliminate refractive error.
(ix) The six-month “transitory” part of the “transitory and minor” exception in paragraph (f)(2) of this section does not apply to the “actual disability” or “record of” prongs of the definition of “disability.” The effects of an impairment lasting or expected to last less than six months can be substantially limiting within the meaning of this section for establishing an actual disability or a record of a disability.
(2) Predictable assessments.

(i) The principles set forth in the rules of construction in this section are intended to provide for more generous coverage and application of the ADA’s prohibition on discrimination through a framework that is predictable, consistent, and workable for all individuals and entities with rights and responsibilities under the ADA.

(ii) Applying these principles, the individualized assessment of some types of impairments will, in virtually all cases, result in a determination of coverage under paragraph (a)(1)(i) of this section (the “actual disability” prong) or paragraph (a)(1)(ii) of this section (the “record of” prong). Given their inherent nature, these types of impairments will, as a factual matter, virtually always be found to impose a substantial limitation on a major life activity. Therefore, with respect to these types of impairments, the necessary individualized assessment should be particularly simple and straightforward.

(iii) For example, applying these principles it should easily be concluded that the types of impairments set forth in paragraphs (d)(2)(iii)(A) through (K) of this section will, at a minimum, substantially limit the major life activities indicated. The types of impairments described in this paragraph may substantially limit additional major life activities (including major bodily functions) not explicitly listed in paragraphs (d)(2)(iii)(A) through (K).

(A) Deafness substantially limits hearing;

(B) Blindness substantially limits seeing;

(C) Intellectual disability substantially limits brain function;

(D) Partially or completely missing limbs or mobility impairments requiring the use of a wheelchair substantially limit musculoskeletal function;

(E) Autism substantially limits brain function;

(F) Cancer substantially limits normal cell growth;

(G) Cerebral palsy substantially limits brain function;

(H) Diabetes substantially limits endocrine function;

(I) Epilepsy, muscular dystrophy, and multiple sclerosis each substantially limits neurological function;

(J) Human Immunodeficiency Virus (HIV) infection substantially limits immune function; and
(K) Major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia each substantially limits brain function.

(3) Condition, manner, or duration.

(i) At all times taking into account the principles set forth in the rules of construction, in determining whether an individual is substantially limited in a major life activity, it may be useful in appropriate cases to consider, as compared to most people in the general population, the conditions under which the individual performs the major life activity; the manner in which the individual performs the major life activity; or the duration of time it takes the individual to perform the major life activity, or for which the individual can perform the major life activity.

(ii) Consideration of facts such as condition, manner, or duration may include, among other things, consideration of the difficulty, effort or time required to perform a major life activity; pain experienced when performing a major life activity; the length of time a major life activity can be performed; or the way an impairment affects the operation of a major bodily function. In addition, the non-ameliorative effects of mitigating measures, such as negative side effects of medication or burdens associated with following a particular treatment regimen, may be considered when determining whether an individual’s impairment substantially limits a major life activity.

(iii) In determining whether an individual has a disability under the “actual disability” or “record of” prongs of the definition of “disability,” the focus is on how a major life activity is substantially limited, and not on what outcomes an individual can achieve. For example, someone with a learning disability may achieve a high level of academic success, but may nevertheless be substantially limited in one or more major life activities, including, but not limited to, reading, writing, speaking, or learning because of the additional time or effort he or she must spend to read, write, speak, or learn compared to most people in the general population.

(iv) Given the rules of construction set forth in this section, it may often be unnecessary to conduct an analysis involving most or all of the facts related to condition, manner, or duration. This is particularly true with respect to impairments such as those described in paragraph (d)(2)(iii) of this section, which by their inherent nature should be easily found to impose a substantial limitation on a major life activity, and for which the individualized assessment should be particularly simple and straightforward.

(4) Mitigating measures include, but are not limited to:

(i) Medication, medical supplies, equipment, appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics including limbs and devices,
hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility
devices, and oxygen therapy equipment and supplies;

(ii) Use of assistive technology;

(iii) Reasonable modifications or auxiliary aids or services as defined in this regulation;

(iv) Learned behavioral or adaptive neurological modifications; or

(v) Psychotherapy, behavioral therapy, or physical therapy.

(e) Has a record of such an impairment.

(1) An individual has a record of such an impairment if the individual has a
history of, or has been misclassified as having, a mental or physical impairment
that substantially limits one or more major life activities.

(2) Broad construction. Whether an individual has a record of an impairment
that substantially limited a major life activity shall be construed broadly to the
maximum extent permitted by the ADA and should not demand extensive
analysis. An individual will be considered to fall within this prong of the
definition of “disability” if the individual has a history of an impairment that
substantially limited one or more major life activities when compared to most
people in the general population, or was misclassified as having had such an
impairment. In determining whether an impairment substantially limited a major
life activity, the principles articulated in paragraph (d)(1) of this section apply.

(3) Reasonable modification. An individual with a
record of a substantially
limiting impairment may be entitled to a reasonable modification if needed and
related to the past disability.

(f) Is regarded as having such an impairment. The following principles apply under the
“regarded” as prong of the definition of “disability” (paragraph (a)(1)(iii) of this section):

(1) Except as set forth in paragraph (f)(2) of this section, an individual is
“regarded as having such an impairment” if the individual is subjected to a
prohibited action because of an actual or perceived physical or mental
impairment, whether or not that impairment substantially limits, or is perceived
to substantially limit, a major life activity, even if the public entity asserts, or may
or does ultimately establish, a defense to the action prohibited by the ADA.

(2) An individual is not “regarded as having such an impairment” if the public
entity demonstrates that the impairment is, objectively, both “transitory” and
“minor.” A public entity may not defeat “regarded as” coverage of an individual
simply by demonstrating that it subjectively believed the impairment was
transitory and minor; rather, the public entity must demonstrate that the
impairment is (in the case of an actual impairment) or would be (in the case of a perceived impairment), objectively, both “transitory” and “minor.” For purposes of this section, “transitory” is defined as lasting or expected to last six months or less.

(3) Establishing that an individual is “regarded as having such an impairment” does not, by itself, establish liability. Liability is established under title II of the ADA only when an individual proves that a public entity discriminated on the basis of disability within the meaning of title II of the ADA, 42 U.S.C. 12131–12134.

(g) Exclusions. The term “disability” does not include—

(1) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, or other sexual behavior disorders;

(2) Compulsive gambling, kleptomania, or pyromania; or

(3) Psychoactive substance use disorders resulting from current illegal use of drugs.

§§ 35.109—35.129 [Reserved]

Subpart B—General Requirements

§ 35.130 General prohibitions against discrimination

• (a) No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

• (b) (1) A public entity, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, on the basis of disability—

   ▪ (i) Deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, or service;

   ▪ (ii) Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

   ▪ (iii) Provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording
equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;

• (iv) Provide different or separate aids, benefits, or services to individuals with disabilities or to any class of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others;

• (v) Aid or perpetuate discrimination against a qualified individual with a disability by providing significant assistance to an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the public entity’s program;

• (vi) Deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;

• (vii) Otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or service.

o (2) A public entity may not deny a qualified individual with a disability the opportunity to participate in services, programs, or activities that are not separate or different, despite the existence of permissibly separate or different programs or activities.

o (3) A public entity may not, directly or through contractual or other arrangements, utilize criteria or methods of administration—

• (i) That have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability;

• (ii) That have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the public entity’s program with respect to individuals with disabilities; or

• (iii) That perpetuate the discrimination of another public entity if both public entities are subject to common administrative control or are agencies of the same State.

o (4) A public entity may not, in determining the site or location of a facility, make selections—
(i) That have the effect of excluding individuals with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination; or

(ii) That have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the service, program, or activity with respect to individuals with disabilities.

(5) A public entity, in the selection of procurement contractors, may not use criteria that subject qualified individuals with disabilities to discrimination on the basis of disability.

(6) A public entity may not administer a licensing or certification program in a manner that subjects qualified individuals with disabilities to discrimination on the basis of disability, nor may a public entity establish requirements for the programs or activities of licensees or certified entities that subject qualified individuals with disabilities to discrimination on the basis of disability. The programs or activities of entities that are licensed or certified by a public entity are not, themselves, covered by this part.

(7) (i) A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

(ii) A public entity is not required to provide a reasonable modification to an individual who meets the definition of “disability” solely under the “regarded as” prong of the definition of disability at § 35.108(a)(1)(iii).

(8) A public entity shall not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any service, program, or activity, unless such criteria can be shown to be necessary for the provision of the service, program, or activity being offered.

(c) Nothing in this part prohibits a public entity from providing benefits, services, or advantages to individuals with disabilities, or to a particular class of individuals with disabilities beyond those required by this part.

(d) A public entity shall administer services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

(e)
(1) Nothing in this part shall be construed to require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit provided under the ADA or this part which such individual chooses not to accept.

(2) Nothing in the Act or this part authorizes the representative or guardian of an individual with a disability to decline food, water, medical treatment, or medical services for that individual.

(f) A public entity may not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the costs of measures, such as the provision of auxiliary aids or program accessibility, that are required to provide that individual or group with the nondiscriminatory treatment required by the Act or this part.

(g) A public entity shall not exclude or otherwise deny equal services, programs, or activities to an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association.

(h) A public entity may impose legitimate safety requirements necessary for the safe operation of its services, programs, or activities. However, the public entity must ensure that its safety requirements are based on actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities.
• (i) Nothing in this part shall provide the basis for a claim that an individual without a disability was subject to discrimination because of a lack of disability, including a claim that an individual with a disability was granted a reasonable modification that was denied to an individual without a disability.

§ 35.131 Illegal use of drugs

• (a) General.
  ○ (1) Except as provided in paragraph (b) of this section, this part does not prohibit discrimination against an individual based on that individual's current illegal use of drugs.
  ○ (2) A public entity shall not discriminate on the basis of illegal use of drugs against an individual who is not engaging in current illegal use of drugs and who—
    ▪ (i) Has successfully completed a supervised drug rehabilitation program or has otherwise been rehabilitated successfully;
    ▪ (ii) Is participating in a supervised rehabilitation program; or
    ▪ (iii) Is erroneously regarded as engaging in such use.

• (b) Health and drug rehabilitation services.
  ○ (1) A public entity shall not deny health services, or services provided in connection with drug rehabilitation, to an individual on the basis of that individual's current illegal use of drugs, if the individual is otherwise entitled to such services.
  ○ (2) A drug rehabilitation or treatment program may deny participation to individuals who engage in illegal use of drugs while they are in the program.

• (c) Drug testing.
  ○ (1) This part does not prohibit a public entity from adopting or administering reasonable policies or procedures, including but not limited to drug testing, designed to ensure that an individual who formerly engaged in the illegal use of drugs is not now engaging in current illegal use of drugs.
  ○ (2) Nothing in paragraph (c) of this section shall be construed to encourage, prohibit, restrict, or authorize the conduct of testing for the illegal use of drugs.

§ 35.132 Smoking
This part does not preclude the prohibition of, or the imposition of restrictions on, smoking in transportation covered by this part.

§ 35.133 Maintenance of accessible features

- (a) A public entity shall maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities by the Act or this part.
- (b) This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
• (c) If the 2010 Standards reduce the technical requirements or the number of required accessible elements below the number required by the 1991 Standards, the technical requirements or the number of accessible elements in a facility subject to this part may be reduced in accordance with the requirements of the 2010 Standards.

§ 35.134 Retaliation or coercion

• (a) No private or public entity shall discriminate against any individual because that individual has opposed any act or practice made unlawful by this part, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act or this part.

• (b) No private or public entity shall coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act or this part.

§ 35.135 Personal devices and services

This part does not require a public entity to provide to individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices, such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting, or dressing.

§ 35.136 Service animals

• (a) General. Generally, a public entity shall modify its policies, practices, or procedures to permit the use of a service animal by an individual with a disability.

• (b) Exceptions. A public entity may ask an individual with a disability to remove a service animal from the premises if—
  o (1) The animal is out of control and the animal's handler does not take effective action to control it; or
  o (2) The animal is not housebroken.

• (c) If an animal is properly excluded. If a public entity properly excludes a service animal under § 35.136(b), it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

• (d) Animal under handler's control. A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the
service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

- (e) **Care or supervision.** A public entity is not responsible for the care or supervision of a service animal.

- (f) **Inquiries.** A public entity shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. A public entity may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A public entity shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, a public entity may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

- (g) **Access to areas of a public entity.** Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

- (h) **Surcharges.** A public entity shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If a public entity normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

- (i) **Miniature horses.**
  
  o (1) **Reasonable modifications.** A public entity shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability.

  o (2) **Assessment factors.** In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a specific facility, a public entity shall consider—
    
    - (i) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
    
    - (ii) Whether the handler has sufficient control of the miniature horse;
    
    - (iii) Whether the miniature horse is housebroken; and
(iv) Whether the miniature horse’s presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

(3) Other requirements. Paragraphs 35.136 (c) through (h) of this section, which apply to service animals, shall also apply to miniature horses.

§ 35.137 Mobility devices.

(a) Use of wheelchairs and manually-powered mobility aids. A public entity shall permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

(b) Use of other power-driven mobility devices. A public entity shall make reasonable modifications in its policies, practices, or procedures to permit the use of other power-driven mobility devices by individuals with mobility disabilities, unless the public entity can demonstrate that the class of other power-driven mobility devices cannot be operated in accordance with legitimate safety requirements that the public entity has adopted pursuant to § 35.130(h).

(2) Assessment factors. In determining whether a particular other power-driven mobility device can be allowed in a specific facility as a reasonable modification under paragraph (b)(1) of this section, a public entity shall consider—

(i) The type, size, weight, dimensions, and speed of the device;

(ii) The facility’s volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);

(iii) The facility’s design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);

(iv) Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and

(v) Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or
poses a conflict with Federal land management laws and regulations.

- (c)
  - (1) Inquiry about disability. A public entity shall not ask an individual using a wheelchair or other power-driven mobility device questions about the nature and extent of the individual's disability.
  - (2) Inquiry into use of other power-driven mobility device. A public entity may ask a person using an other power-driven mobility device to provide a credible assurance that the mobility device is required because of the person's disability. A public entity that permits the use of an other power-driven mobility device by an individual with a mobility disability shall accept the presentation of a valid, State-issued, disability parking placard or card, or other State-issued proof of disability as a credible assurance that the use of the other power-driven mobility device is for the individual's mobility disability. In lieu of a valid, State-issued disability parking placard or card, or State-issued proof of disability, a public entity shall accept as a credible assurance a verbal representation, not contradicted by observable fact, that the other power-driven mobility device is being used for a mobility disability. A "valid" disability placard or card is one that is presented by the individual to whom it was issued and is otherwise in compliance with the State of issuance’s requirements for disability placards or cards.

§ 35.138 Ticketing

- (a)
  - (1) For the purposes of this section, "accessible seating" is defined as wheelchair spaces and companion seats that comply with sections 221 and 802 of the 2010 Standards along with any other seats required to be offered for sale to the individual with a disability pursuant to paragraph (d) of this section.
  - (2) Ticket sales. A public entity that sells tickets for a single event or series of events shall modify its policies, practices, or procedures to ensure that individuals with disabilities have an equal opportunity to purchase tickets for accessible seating—
    - (i) During the same hours;
    - (ii) During the same stages of ticket sales, including, but not limited to, pre-sales, promotions, lotteries, wait-lists, and general sales;
    - (iii) Through the same methods of distribution;
▪ (iv) In the same types and numbers of ticketing sales outlets, including telephone service, in-person ticket sales at the facility, or third-party ticketing services, as other patrons; and

▪ (v) Under the same terms and conditions as other tickets sold for the same event or series of events.

• (b) Identification of available accessible seating. A public entity that sells or distributes tickets for a single event or series of events shall, upon inquiry—

  o (1) Inform individuals with disabilities, their companions, and third parties purchasing tickets for accessible seating on behalf of individuals with disabilities of the locations of all unsold or otherwise available accessible seating for any ticketed event or events at the facility;

  o (2) Identify and describe the features of available accessible seating in enough detail to reasonably permit an individual with a disability to assess independently whether a given accessible seating location meets his or her accessibility needs; and

  o (3) Provide materials, such as seating maps, plans, brochures, pricing charts, or other information, that identify accessible seating and information relevant thereto with the same text or visual representations as other seats, if such materials are provided to the general public.

• (c) Ticket prices. The price of tickets for accessible seating for a single event or series of events shall not be set higher than the price for other tickets in the same seating section for the same event or series of events. Tickets for accessible seating must be made available at all price levels for every event or series of events. If tickets for accessible seating at a particular price level are not available because of inaccessible features, then the percentage of tickets for accessible seating that should have been available at that price level (determined by the ratio of the total number of tickets at that price level to the total number of tickets in the assembly area) shall be offered for purchase, at that price level, in a nearby or similar accessible location.

• (d) Purchasing multiple tickets.

  o (1) General. For each ticket for a wheelchair space purchased by an individual with a disability or a third-party purchasing such a ticket at his or her request, a public entity shall make available for purchase three additional tickets for seats in the same row that are contiguous with the wheelchair space, provided that at the time of purchase there are three such seats available. A public entity is not required to provide more than three contiguous seats for each wheelchair space. Such seats may include wheelchair spaces.
(2) **Insufficient additional contiguous seats available.** If patrons are allowed to purchase at least four tickets, and there are fewer than three such additional contiguous seat tickets available for purchase, a public entity shall offer the next highest number of such seat tickets available for purchase and shall make up the difference by offering tickets for sale for seats that are as close as possible to the accessible seats.

(3) **Sales limited to less than four tickets.** If a public entity limits sales of tickets to fewer than four seats per patron, then the public entity is only obligated to offer as many seats to patrons with disabilities, including the ticket for the wheelchair space, as it would offer to patrons without disabilities.

(4) **Maximum number of tickets patrons may purchase exceeds four.** If patrons are allowed to purchase more than four tickets, a public entity shall allow patrons with disabilities to purchase up to the same number of tickets, including the ticket for the wheelchair space.

(5) **Group sales.** If a group includes one or more individuals who need to use accessible seating because of a mobility disability or because their disability requires the use of the accessible features that are provided in accessible seating, the group shall be placed in a seating area with accessible seating so that, if possible, the group can sit together. If it is necessary to divide the group, it should be divided so that the individuals in the group who use wheelchairs are not isolated from their group.

(e) **Hold-and-release of tickets for accessible seating.**

(1) **Tickets for accessible seating may be released for sale in certain limited circumstances.** A public entity may release unsold tickets for accessible seating for sale to individuals without disabilities for their own use for a single event or series of events only under the following circumstances—

- (i) When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold;
- (ii) When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or
- (iii) When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category.

(2) **No requirement to release accessible tickets.** Nothing in this paragraph requires a facility to release tickets for accessible seating to individuals without disabilities for their own use.
(3) **Release of series-of-events tickets on a series-of-events basis.**

- (i) **Series-of-events tickets sell-out when no ownership rights are attached.** When series-of-events tickets are sold out and a public entity releases and sells accessible seating to individuals without disabilities for a series of events, the public entity shall establish a process that prevents the automatic reassignment of the accessible seating to such ticket holders for future seasons, future years, or future series so that individuals with disabilities who require the features of accessible seating and who become newly eligible to purchase tickets when these series-of-events tickets are available for purchase have an opportunity to do so.

- (ii) **Series-of-events tickets when ownership rights are attached.** When series-of-events tickets with an ownership right in accessible seating areas are forfeited or otherwise returned to a public entity, the public entity shall make reasonable modifications in its policies, practices, or procedures to afford individuals with mobility disabilities or individuals with disabilities that require the features of accessible seating an opportunity to purchase such tickets in accessible seating areas.

- (f) **Ticket transfer.** Individuals with disabilities who hold tickets for accessible seating shall be permitted to transfer tickets to third parties under the same terms and conditions and to the same extent as other spectators holding the same type of tickets, whether they are for a single event or series of events.
• (g) *Secondary ticket market.*
  
  o (1) A public entity shall modify its policies, practices, or procedures to ensure that an individual with a disability may use a ticket acquired in the secondary ticket market under the same terms and conditions as other individuals who hold a ticket acquired in the secondary ticket market for the same event or series of events.

  o (2) If an individual with a disability acquires a ticket or series of tickets to an inaccessible seat through the secondary market, a public entity shall make reasonable modifications to its policies, practices, or procedures to allow the individual to exchange his ticket for one to an accessible seat in a comparable location if accessible seating is vacant at the time the individual presents the ticket to the public entity.

• (h) *Prevention of fraud in purchase of tickets for accessible seating.* A public entity may not require proof of disability, including, for example, a doctor's note, before selling tickets for accessible seating.

  o (1) *Single-event tickets.* For the sale of single-event tickets, it is permissible to inquire whether the individual purchasing the tickets for accessible seating has a mobility disability or a disability that requires the use of the accessible features that are provided in accessible seating, or is purchasing the tickets for an individual who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.

  o (2) *Series-of-events tickets.* For series-of-events tickets, it is permissible to ask the individual purchasing the tickets for accessible seating to attest in writing that the accessible seating is for a person who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.

  o (3) *Investigation of fraud.* A public entity may investigate the potential misuse of accessible seating where there is good cause to believe that such seating has been purchased fraudulently.

§ 35.139 Direct threat.

• (a) This part does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others.

• (b) In determining whether an individual poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.
Subpart C—Employment

§ 35.140 Employment discrimination prohibited

- (a) No qualified individual with a disability shall, on the basis of disability, be subjected to discrimination in employment under any service, program, or activity conducted by a public entity.
• (b)
  
  (1) For purposes of this part, the requirements of title I of the Act, as
established by the regulations of the Equal Employment Opportunity
Commission in 29 CFR part 1630, apply to employment in any service,
program, or activity conducted by a public entity if that public entity is
also subject to the jurisdiction of title I.

  (2) For the purposes of this part, the requirements of section 504 of the
Rehabilitation Act of 1973, as established by the regulations of the
Department of Justice in 28 CFR part 41, as those requirements
pertain to employment, apply to employment in any service, program,
or activity conducted by a public entity if that public entity is not also
subject to the jurisdiction of title I.

§§ 35.141—35.148 [Reserved]

Subpart D—Program Accessibility

§ 35.149 Discrimination prohibited.

Except as otherwise provided in § 35.150, no qualified individual with a disability shall,
because a public entity's facilities are inaccessible to or unusable by individuals with
disabilities, be excluded from participation in, or be denied the benefits of the services,
programs, or activities of a public entity, or be subjected to discrimination by any public entity.

§ 35.150 Existing facilities

• (a) General. A public entity shall operate each service, program, or activity so that
the service, program, or activity, when viewed in its entirety, is readily accessible
to and usable by individuals with disabilities. This paragraph does not—

  (1) Necessarily require a public entity to make each of its existing
facilities accessible to and usable by individuals with disabilities;

  (2) Require a public entity to take any action that would threaten or
destroy the historic significance of an historic property; or

  (3) Require a public entity to take any action that it can demonstrate
would result in a fundamental alteration in the nature of a service,
program, or activity or in undue financial and administrative burdens. In
those circumstances where personnel of the public entity believe that
the proposed action would fundamentally alter the service, program, or
activity or would result in undue financial and administrative burdens, a
public entity has the burden of proving that compliance with §35.150(a)
of this part would result in such alteration or burdens. The decision that
compliance would result in such alteration or burdens must be made
by the head of a public entity or his or her designee after considering
all resources available for use in the funding and operation of the
service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.
• (b) Methods.

  o (1) General. A public entity may comply with the requirements of this section through such means as redesign or acquisition of equipment, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities, use of accessible rolling stock or other conveyances, or any other methods that result in making its services, programs, or activities readily accessible to and usable by individuals with disabilities. A public entity is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section. A public entity, in making alterations to existing buildings, shall meet the accessibility requirements of § 35.151. In choosing among available methods for meeting the requirements of this section, a public entity shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.

  o (2)

    • (i) Safe harbor. Elements that have not been altered in existing facilities on or after March 15, 2012, and that comply with the corresponding technical and scoping specifications for those elements in either the 1991 Standards or in the Uniform Federal Accessibility Standards (UFAS), Appendix A to 41 CFR part 101–19.6 (July 1, 2002 ed.), 49 FR 31528, app. A (Aug. 7, 1984) are not required to be modified in order to comply with the requirements set forth in the 2010 Standards.

    • (ii) The safe harbor provided in § 35.150(b)(2)(i) does not apply to those elements in existing facilities that are subject to supplemental requirements (i.e., elements for which there are neither technical nor scoping specifications in the 1991 Standards). Elements in the 2010 Standards not eligible for the element-by-element safe harbor are identified as follows—

      • (A) Residential facilities dwelling units, sections 233 and 809.

      • (B) Amusement rides, sections 234 and 1002; 206.2.9; 216.12.

      • (C) Recreational boating facilities, sections 235 and 1003; 206.2.10.

      • (D) Exercise machines and equipment, sections 236 and 1004; 206.2.13.
▪ (E) **Fishing piers and platforms**, sections 237 and 1005; 206.2.14.

▪ (F) **Golf facilities**, sections 238 and 1006; 206.2.15.

▪ (G) **Miniature golf facilities**, sections 239 and 1007; 206.2.16.

▪ (H) **Play areas**, sections 240 and 1008; 206.2.17.

▪ (I) **Saunas and steam rooms**, sections 241 and 612.

▪ (J) **Swimming pools, wading pools, and spas**, sections 242 and 1009.

▪ (K) **Shooting facilities with firing positions**, sections 243 and 1010.

▪ (L) **Miscellaneous.**
  - (1) **Team or player seating**, section 221.2.1.4.
  - (2) **Accessible route to bowling lanes**, section 206.2.11.
  - (3) **Accessible route in court sports facilities**, section 206.2.12.

  o (3) **Historic preservation programs.** In meeting the requirements of § 35.150(a) in historic preservation programs, a public entity shall give priority to methods that provide physical access to individuals with disabilities. In cases where a physical alteration to an historic property is not required because of paragraph (a)(2) or (a)(3) of this section, alternative methods of achieving program accessibility include—
    - (i) Using audio-visual materials and devices to depict those portions of an historic property that cannot otherwise be made accessible;
    - (ii) Assigning persons to guide individuals with handicaps into or through portions of historic properties that cannot otherwise be made accessible; or
    - (iii) Adopting other innovative methods.

  o (4) **Swimming pools, wading pools, and spas.** The requirements set forth in sections 242 and 1009 of the 2010 Standards shall not apply until January 31, 2013, if a public entity chooses to make structural changes to existing swimming pools, wading pools, or spas built before
March 15, 2012, for the sole purpose of complying with the program accessibility requirements set forth in this section.

- (c) **Time period for compliance.** Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible.

- (d) **Transition plan.**
  
  1. In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.
  
  2. If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.
(3) The plan shall, at a minimum—

- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;

- (ii) Describe in detail the methods that will be used to make the facilities accessible;

- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and

- (iv) Indicate the official responsible for implementation of the plan.

(4) If a public entity has already complied with the transition plan requirement of a Federal agency regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this paragraph (d) shall apply only to those policies and practices that were not included in the previous transition plan.

§ 35.151 New construction and alterations

- (a) Design and construction.

  (1) Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.

  (2) Exception for structural impracticability.

    (i) Full compliance with the requirements of this section is not required where a public entity can demonstrate that it is structurally impracticable to meet the requirements. Full compliance will be considered structurally impracticable only in those rare circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features.

    (ii) If full compliance with this section would be structurally impracticable, compliance with this section is required to the extent that it is not structurally impracticable. In that case, any portion of the facility that can be made accessible shall be made accessible to the extent that it is not structurally impracticable.
(iii) If providing accessibility in conformance with this section to individuals with certain disabilities (e.g., those who use wheelchairs) would be structurally impracticable, accessibility shall nonetheless be ensured to persons with other types of disabilities, (e.g., those who use crutches or who have sight, hearing, or mental impairments) in accordance with this section.

• (b) Alterations.
  o (1) Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
  o (2) The path of travel requirements of § 35.151(b)(4) shall apply only to alterations undertaken solely for purposes other than to meet the program accessibility requirements of § 35.150.
  o (3)
    ▪ (i) Alterations to historic properties shall comply, to the maximum extent feasible, with the provisions applicable to historic properties in the design standards specified in § 35.151(c).
    ▪ (ii) If it is not feasible to provide physical access to an historic property in a manner that will not threaten or destroy the historic significance of the building or facility, alternative methods of access shall be provided pursuant to the requirements of § 35.150.
  o (4) Path of travel. An alteration that affects or could affect the usability of or access to an area of a facility that contains a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area and the restrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless the cost and scope of such alterations is disproportionate to the cost of the overall alteration.
    ▪ (i) Primary function. A “primary function” is a major activity for which the facility is intended. Areas that contain a primary function include, but are not limited to, the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out.
- (A) Mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, and corridors are not areas containing a primary function. Restrooms are not areas containing a primary function unless the provision of restrooms is a primary purpose of the area, *e.g.*, in highway rest stops.

- (B) For the purposes of this section, alterations to windows, hardware, controls, electrical outlets, and signage shall not be deemed to be alterations that affect the usability of or access to an area containing a primary function.

(ii) A “path of travel” includes a continuous, unobstructed way of pedestrian passage by means of which the altered area may be approached, entered, and exited, and which connects the altered area with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility.

- (A) An accessible path of travel may consist of walks and sidewalks, curb ramps and other interior or exterior pedestrian ramps; clear floor paths through lobbies, corridors, rooms, and other improved areas; parking access aisles; elevators and lifts; or a combination of these elements.

- (B) For the purposes of this section, the term “path of travel” also includes the restrooms, telephones, and drinking fountains serving the altered area.

- (C) **Safe harbor.** If a public entity has constructed or altered required elements of a path of travel in accordance with the specifications in either the 1991 Standards or the Uniform Federal Accessibility Standards before March 15, 2012, the public entity is not required to retrofit such elements to reflect incremental changes in the 2010 Standards solely because of an alteration to a primary function area served by that path of travel.

(iii) **Disproportionality.**

- (A) Alterations made to provide an accessible path of travel to the altered area will be deemed
disproportionate to the overall alteration when the cost exceeds 20% of the cost of the alteration to the primary function area.

▪ (B) Costs that may be counted as expenditures required to provide an accessible path of travel may include:

  ▪ (1) Costs associated with providing an accessible entrance and an accessible route to the altered area, for example, the cost of widening doorways or installing ramps;

  ▪ (2) Costs associated with making restrooms accessible, such as installing grab bars, enlarging toilet stalls, insulating pipes, or installing accessible faucet controls;

  ▪ (3) Costs associated with providing accessible telephones, such as relocating the telephone to an accessible height, installing amplification devices, or installing a text telephone (TTY); and

  ▪ (4) Costs associated with relocating an inaccessible drinking fountain.

▪ (iv) Duty to provide accessible features in the event of disproportionality.

  ▪ (A) When the cost of alterations necessary to make the path of travel to the altered area fully accessible is disproportionate to the cost of the overall alteration, the path of travel shall be made accessible to the extent that it can be made accessible without incurring disproportionate costs.

  ▪ (B) In choosing which accessible elements to provide, priority should be given to those elements that will provide the greatest access, in the following order—

    ▪ (1) An accessible entrance;

    ▪ (2) An accessible route to the altered area;
▪ (3) At least one accessible restroom for each sex or a single unisex restroom;
▪ (4) Accessible telephones;
▪ (5) Accessible drinking fountains; and
▪ (6) When possible, additional accessible elements such as parking, storage, and alarms.

▪ (v) Series of smaller alterations.
  ▪ (A) The obligation to provide an accessible path of travel may not be evaded by performing a series of small alterations to the area served by a single path of travel if those alterations could have been performed as a single undertaking.
  ▪ (B)
    ▪ (1) If an area containing a primary function has been altered without providing an accessible path of travel to that area, and subsequent alterations of that area, or a different area on the same path of travel, are undertaken within three years of the original alteration, the total cost of alterations to the primary function areas on that path of travel during the preceding three-year period shall be considered in determining whether the cost of making that path of travel accessible is disproportionate.
    ▪ (2) Only alterations undertaken on or after March 15, 2011, shall be considered in determining if the cost of providing an accessible path of travel is disproportionate to the overall cost of the alterations.

▪ (c) Accessibility standards and compliance date.
  ▪ (1) If physical construction or alterations commence after July 26, 1992, but prior to September 15, 2010, then new construction and alterations subject to this section must comply with either the UFAS or
the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

- (2) If physical construction or alterations commence on or after September 15, 2010, and before March 15, 2012, then new construction and alterations subject to this section may comply with one of the following: the 2010 Standards, UFAS, or the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

- (3) If physical construction or alterations commence on or after March 15, 2012, then new construction and alterations subject to this section shall comply with the 2010 Standards.

- (4) For the purposes of this section, ceremonial groundbreaking or razing of structures prior to site preparation do not commence physical construction or alterations.

- (5) **Noncomplying new construction and alterations.**
  - (i) Newly constructed or altered facilities or elements covered by §§ 35.151(a) or (b) that were constructed or altered before March 15, 2012, and that do not comply with the 1991 Standards or with UFAS shall before March 15, 2012, be made accessible in accordance with either the 1991 Standards, UFAS, or the 2010 Standards.
  
  - (ii) Newly constructed or altered facilities or elements covered by §§ 35.151(a) or (b) that were constructed or altered before March 15, 2012 and that do not comply with the 1991 Standards or with UFAS shall, on or after March 15, 2012, be made accessible in accordance with the 2010 Standards.
Appendix to § 35.151(c)

<table>
<thead>
<tr>
<th>Compliance Date for New Construction or Alterations</th>
<th>Applicable Standards</th>
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<tr>
<td>Before September 15, 2010</td>
<td>1991 Standards or UFAS</td>
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<tr>
<td>On or after September 15, 2010, and before March 15, 2012</td>
<td>1991 Standards, UFAS, or 2010 Standards</td>
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<tr>
<td>On or after March 15, 2012</td>
<td>2010 Standards</td>
</tr>
</tbody>
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- (d) **Scope of coverage.** The 1991 Standards and the 2010 Standards apply to fixed or built-in elements of buildings, structures, site improvements, and pedestrian routes or vehicular ways located on a site. Unless specifically stated otherwise, the advisory notes, appendix notes, and figures contained in the 1991 Standards and the 2010 Standards explain or illustrate the requirements of the rule; they do not establish enforceable requirements.

- (e) **Social service center establishments.** Group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units that are subject to this section shall comply with the provisions of the 2010 Standards applicable to residential facilities, including, but not limited to, the provisions in sections 233 and 809.
  - (1) In sleeping rooms with more than 25 beds covered by this section, a minimum of 5% of the beds shall have clear floor space complying with section 806.2.3 of the 2010 Standards.
  - (2) Facilities with more than 50 beds covered by this section that provide common use bathing facilities, shall provide at least one roll-in shower with a seat that complies with the relevant provisions of section 608 of the 2010 Standards. Transfer-type showers are not permitted in lieu of a roll-in shower with a seat, and the exceptions in sections 608.3 and 608.4 for residential dwelling units are not permitted. When separate shower facilities are provided for men and for women, at least one roll-in shower shall be provided for each group.

- (f) **Housing at a place of education.** Housing at a place of education that is subject to this section shall comply with the provisions of the 2010 Standards applicable to transient lodging, including, but not limited to, the requirements for transient lodging guest rooms in sections 224 and 806 subject to the following exceptions. For the purposes of the application of this section, the term "sleeping room" is intended to be used interchangeably with the term "guest room" as it is used in the transient lodging standards.
(1) Kitchens within housing units containing accessible sleeping rooms with mobility features (including suites and clustered sleeping rooms) or on floors containing accessible sleeping rooms with mobility features shall provide turning spaces that comply with section 809.2.2 of the 2010 Standards and kitchen work surfaces that comply with section 804.3 of the 2010 Standards.

(2) Multi-bedroom housing units containing accessible sleeping rooms with mobility features shall have an accessible route throughout the unit in accordance with section 809.2 of the 2010 Standards.

(3) Apartments or townhouse facilities that are provided by or on behalf of a place of education, which are leased on a year-round basis exclusively to graduate students or faculty, and do not contain any public use or common use areas available for educational programming, are not subject to the transient lodging standards and shall comply with the requirements for residential facilities in sections 233 and 809 of the 2010 Standards.

(g) Assembly areas. Assembly areas subject to this section shall comply with the provisions of the 2010 Standards applicable to assembly areas, including, but not limited to, sections 221 and 802. In addition, assembly areas shall ensure that—

(1) In stadiums, arenas, and grandstands, wheelchair spaces and companion seats are dispersed to all levels that include seating served by an accessible route;

(2) Assembly areas that are required to horizontally disperse wheelchair spaces and companion seats by section 221.2.3.1 of the 2010 Standards and have seating encircling, in whole or in part, a field of play or performance area shall disperse wheelchair spaces and companion seats around that field of play or performance area;

(3) Wheelchair spaces and companion seats are not located on (or obstructed by) temporary platforms or other movable structures, except that when an entire seating section is placed on temporary platforms or other movable structures in an area where fixed seating is not provided, in order to increase seating for an event, wheelchair spaces and companion seats may be placed in that section. When wheelchair spaces and companion seats are not required to accommodate persons eligible for those spaces and seats, individual, removable seats may be placed in those spaces and seats;

(4) Stadium-style movie theaters shall locate wheelchair spaces and companion seats on a riser or cross-aisle in the stadium section that satisfies at least one of the following criteria—

- (i) It is located within the rear 60% of the seats provided in an auditorium; or
- (ii) It is located within the area of an auditorium in which the vertical viewing angles (as measured to the top of the screen) are from the 40th to the 100th percentile of vertical viewing angles for all seats as ranked from the seats in the first row (1st percentile) to seats in the back row (100th percentile).

- (h) **Medical care facilities.** Medical care facilities that are subject to this section shall comply with the provisions of the 2010 Standards applicable to medical care facilities, including, but not limited to, sections 223 and 805. In addition, medical care facilities that do not specialize in the treatment of conditions that affect mobility shall disperse the accessible patient bedrooms required by section 223.2.1 of the 2010 Standards in a manner that is proportionate by type of medical specialty.

- (i) **Curb ramps.**
  - (1) Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.
  - (2) Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways.

- (j) **Facilities with residential dwelling units for sale to individual owners.**
  - (1) Residential dwelling units designed and constructed or altered by public entities that will be offered for sale to individuals shall comply with the requirements for residential facilities in the 2010 Standards including sections 233 and 809.
  - (2) The requirements of paragraph (1) also apply to housing programs that are operated by public entities where design and construction of particular residential dwelling units take place only after a specific buyer has been identified. In such programs, the covered entity must provide the units that comply with the requirements for accessible features to those pre-identified buyers with disabilities who have requested such a unit.

- (k) **Detention and correctional facilities.**
  - (1) New construction of jails, prisons, and other detention and correctional facilities shall comply with the 2010 Standards except that public entities shall provide accessible mobility features complying with section 807.2 of the 2010 Standards for a minimum of 3%, but no fewer than one, of the total number of cells in a facility. Cells with mobility features shall be provided in each classification level.
  - (2) **Alterations to detention and correctional facilities.** Alterations to jails, prisons, and other detention and correctional facilities shall
comply with the 2010 Standards except that public entities shall provide accessible mobility features complying with section 807.2 of the 2010 Standards for a minimum of 3%, but no fewer than one, of the total number of cells being altered until at least 3%, but no fewer than one, of the total number of cells in a facility shall provide mobility features complying with section 807.2. Altered cells with mobility features shall be provided in each classification level. However, when alterations are made to specific cells, detention and correctional facility operators may satisfy their obligation to provide the required number of cells with mobility features by providing the required mobility features in substitute cells (cells other than those where alterations are originally planned), provided that each substitute cell—

- (i) Is located within the same prison site;

- (ii) Is integrated with other cells to the maximum extent feasible;

- (iii) Has, at a minimum, equal physical access as the altered cells to areas used by inmates or detainees for visitation, dining, recreation, educational programs, medical services, work programs, religious services, and participation in other programs that the facility offers to inmates or detainees; and,

- (iv) If it is technically infeasible to locate a substitute cell within the same prison site, a substitute cell must be provided at another prison site within the corrections system.

- (3) With respect to medical and long-term care facilities in jails, prisons, and other detention and correctional facilities, public entities shall apply the 2010 Standards technical and scoping requirements for those facilities irrespective of whether those facilities are licensed.

§ 35.152 Jails, detention and correctional facilities, and community correctional facilities.

- (a) General. This section applies to public entities that are responsible for the operation or management of adult and juvenile justice jails, detention and correctional facilities, and community correctional facilities, either directly or through contractual, licensing, or other arrangements with public or private entities, in whole or in part, including private correctional facilities.

- (b) Discrimination prohibited.

  - (1) Public entities shall ensure that qualified inmates or detainees with disabilities shall not, because a facility is inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be
denied the benefits of, the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

(2) Public entities shall ensure that inmates or detainees with disabilities are housed in the most integrated setting appropriate to the needs of the individuals. Unless it is appropriate to make an exception, a public entity—

- (i) Shall not place inmates or detainees with disabilities in inappropriate security classifications because no accessible cells or beds are available;
- (ii) Shall not place inmates or detainees with disabilities in designated medical areas unless they are actually receiving medical care or treatment;
- (iii) Shall not place inmates or detainees with disabilities in facilities that do not offer the same programs as the facilities where they would otherwise be housed; and
- (iv) Shall not deprive inmates or detainees with disabilities of visitation with family members by placing them in distant facilities where they would not otherwise be housed.

(3) Public entities shall implement reasonable policies, including physical modifications to additional cells in accordance with the 2010 Standards, so as to ensure that each inmate with a disability is housed in a cell with the accessible elements necessary to afford the inmate access to safe, appropriate housing.

§§ 35.153—35.159 [Reserved]

Subpart E—Communications

§ 35.160 General.

- (a)
  - (1) A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.
  - (2) For purposes of this section, “companion” means a family member, friend, or associate of an individual seeking access to a service, program, or activity of a public entity, who, along with such individual, is an appropriate person with whom the public entity should communicate.

- (b)
(1) A public entity shall furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.

(2) The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. In determining what types of auxiliary aids and services are necessary, a public entity shall give primary consideration to the requests of individuals with disabilities. In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.

(c) (1) A public entity shall not require an individual with a disability to bring another individual to interpret for him or her.

(2) A public entity shall not rely on an adult accompanying an individual with a disability to interpret or facilitate communication except—
   - (i) In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or
   - (ii) Where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

(3) A public entity shall not rely on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.

(d) Video remote interpreting (VRI) services. A public entity that chooses to provide qualified interpreters via VRI services shall ensure that it provides—

- (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;

- (2) A sharply delineated image that is large enough to display the interpreter’s face, arms, hands, and fingers, and the participating
individual’s face, arms, hands, and fingers, regardless of his or her body position;
  o (3) A clear, audible transmission of voices; and
  o (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

§ 35.161 Telecommunications.

- (a) Where a public entity communicates by telephone with applicants and beneficiaries, text telephones (TTYs) or equally effective telecommunications systems shall be used to communicate with individuals who are deaf or hard of hearing or have speech impairments.

- (b) When a public entity uses an automated-attendant system, including, but not limited to, voice mail and messaging, or an interactive voice response system, for receiving and directing incoming telephone calls, that system must provide effective real-time communication with individuals using auxiliary aids and services, including TTYs and all forms of FCC-approved telecommunications relay system, including Internet-based relay systems.

- (c) A public entity shall respond to telephone calls from a telecommunications relay service established under title IV of the ADA in the same manner that it responds to other telephone calls.

§ 35.162 Telephone emergency services

Telephone emergency services, including 911 services, shall provide direct access to individuals who use TDD’s and computer modems.

§ 35.163 Information and signage

- (a) A public entity shall ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities.

- (b) A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a facility.

§ 35.164 Duties

This subpart does not require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or
activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with this subpart would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of the public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action required to comply with this subpart would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the public entity.

§§ 35.165—35.169 [Reserved]
Subpart F—Compliance Procedures

§ 35.170 Complaints

- (a) *Who may file.* An individual who believes that he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by a public entity may, by himself or herself or by an authorized representative, file a complaint under this part.

- (b) *Time for filing.* A complaint must be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the designated agency for good cause shown. A complaint is deemed to be filed under this section on the date it is first filed with any Federal agency.

- (c) *Where to file.* An individual may file a complaint with any agency that he or she believes to be the appropriate agency designated under subpart G of this part, or with any agency that provides funding to the public entity that is the subject of the complaint, or with the Department of Justice for referral as provided in §35.171(a)(2).

§ 35.171 Acceptance of complaints

- (a) *Receipt of complaints.*
  - (1)
    - (i) Any Federal agency that receives a complaint of discrimination on the basis of disability by a public entity shall promptly review the complaint to determine whether it has jurisdiction over the complaint under section 504.
    - (ii) If the agency does not have section 504 jurisdiction, it shall promptly determine whether it is the designated agency under subpart G of this part responsible for complaints filed against that public entity.
  - (2)
    - (i) If an agency other than the Department of Justice determines that it does not have section 504 jurisdiction and is not the designated agency, it shall promptly refer the complaint to the appropriate designated agency, the agency that has section 504 jurisdiction, or the Department of Justice, and so notify the complainant.
    - (ii) When the Department of Justice receives a complaint for which it does not have jurisdiction under section 504 and is not the designated agency, it may exercise jurisdiction pursuant to §35.190(e) or refer the complaint to an agency that does have jurisdiction under section 504 or...
to the appropriate agency designated in subpart G of this part or, in the case of an employment complaint that is also subject to title I of the Act, to the Equal Employment Opportunity Commission.

(3)

(i) If the agency that receives a complaint has section 504 jurisdiction, it shall process the complaint according to its procedures for enforcing section 504.

(ii) If the agency that receives a complaint does not have section 504 jurisdiction, but is the designated agency, it shall process the complaint according to the procedures established by this subpart.

(b) Employment complaints.

(1) If a complaint alleges employment discrimination subject to title I of the Act, and the agency has section 504 jurisdiction, the agency shall follow the procedures issued by the Department of Justice and the Equal Employment Opportunity Commission under section 107(b) of the Act.

(2) If a complaint alleges employment discrimination subject to title I of the Act, and the designated agency does not have section 504 jurisdiction, the agency shall refer the complaint to the Equal Employment Opportunity Commission for processing under title I of the Act.

(3) Complaints alleging employment discrimination subject to this part, but not to title I of the Act shall be processed in accordance with the procedures established by this subpart.

(c) Complete complaints.

(1) A designated agency shall accept all complete complaints under this section and shall promptly notify the complainant and the public entity of the receipt and acceptance of the complaint.

(2) If the designated agency receives a complaint that is not complete, it shall notify the complainant and specify the additional information that is needed to make the complaint a complete complaint. If the complainant fails to complete the complaint, the designated agency shall close the complaint without prejudice.

§ 35.172 Investigations and compliance reviews.

(a) The designated agency shall investigate complaints for which it is responsible under § 35.171.
• (b) The designated agency may conduct compliance reviews of public entities in order to ascertain whether there has been a failure to comply with the nondiscrimination requirements of this part.

• (c) Where appropriate, the designated agency shall attempt informal resolution of any matter being investigated under this section, and, if resolution is not achieved and a violation is found, issue to the public entity and the complainant, if any, a Letter of Findings that shall include—
  o (1) Findings of fact and conclusions of law;
  o (2) A description of a remedy for each violation found (including compensatory damages where appropriate); and
  o (3) Notice of the rights and procedures available under paragraph (d) of this section and §§ 35.173 and 35.174.

• (d) At any time, the complainant may file a private suit pursuant to section 203 of the Act, 42 U.S.C. 12133, whether or not the designated agency finds a violation.

§ 35.173 Voluntary compliance agreements

• (a) When the designated agency issues a noncompliance Letter of Findings, the designated agency shall—
  o (1) Notify the Assistant Attorney General by forwarding a copy of the Letter of Findings to the Assistant Attorney General; and
  o (2) Initiate negotiations with the public entity to secure compliance by voluntary means.

• (b) Where the designated agency is able to secure voluntary compliance, the voluntary compliance agreement shall—
  o (1) Be in writing and signed by the parties;
  o (2) Address each cited violation;
  o (3) Specify the corrective or remedial action to be taken, within a stated period of time, to come into compliance;
  o (4) Provide assurance that discrimination will not recur; and
  o (5) Provide for enforcement by the Attorney General.

§ 35.174 Referral.

If the public entity declines to enter into voluntary compliance negotiations or if negotiations are unsuccessful, the designated agency shall refer the matter to the Attorney General with a recommendation for appropriate action.
§ 35.175 Attorney's fees.

In any action or administrative proceeding commenced pursuant to the Act or this part, the court or agency, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee, including litigation expenses, and costs, and the United States shall be liable for the foregoing the same as a private individual.

§ 35.176 Alternative means of dispute resolution.

Where appropriate and to the extent authorized by law, the use of alternative means of dispute resolution, including settlement negotiations, conciliation, facilitation, mediation, factfinding, minitrials, and arbitration, is encouraged to resolve disputes arising under the Act and this part.

§ 35.177 Effect of unavailability of technical assistance.

A public entity shall not be excused from compliance with the requirements of this part because of any failure to receive technical assistance, including any failure in the development or dissemination of any technical assistance manual authorized by the Act.

§ 35.178 State immunity.

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in Federal or State court of competent jurisdiction for a violation of this Act. In any action against a State for a violation of the requirements of this Act, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

§§ 35.179—35.189 [Reserved]
Subpart G—Designated Agencies

§ 35.190 Designated Agencies.

- (a) The Assistant Attorney General shall coordinate the compliance activities of Federal agencies with respect to State and local government components, and shall provide policy guidance and interpretations to designated agencies to ensure the consistent and effective implementation of the requirements of this part.

- (b) The Federal agencies listed in paragraph (b)(1)-(8) of this section shall have responsibility for the implementation of subpart F of this part for components of State and local governments that exercise responsibilities, regulate, or administer services, programs, or activities in the following functional areas.
  
  - (1) Department of Agriculture: All programs, services, and regulatory activities relating to farming and the raising of livestock, including extension services.
  
  - (2) Department of Education: All programs, services, and regulatory activities relating to the operation of elementary and secondary education systems and institutions, institutions of higher education and vocational education (other than schools of medicine, dentistry, nursing, and other health-related schools), and libraries.
  
  - (3) Department of Health and Human Services: All programs, services, and regulatory activities relating to the provision of health care and social services, including schools of medicine, dentistry, nursing, and other health-related schools, the operation of health care and social service providers and institutions, including "grass-roots" and community services organizations and programs, and preschool and daycare programs.
  
  - (4) Department of Housing and Urban Development: All programs, services, and regulatory activities relating to state and local public housing, and housing assistance and referral.
  
  - (5) Department of Interior: All programs, services, and regulatory activities relating to lands and natural resources, including parks and recreation, water and waste management, environmental protection, energy, historic and cultural preservation, and museums.
  
  - (6) Department of Justice: All programs, services, and regulatory activities relating to law enforcement, public safety, and the administration of justice, including courts and correctional institutions; commerce and industry, including general economic development, banking and finance, consumer protection, insurance, and small business; planning, development, and regulation (unless assigned to other designated agencies); state and local government support services (e.g., audit, personnel, comptroller, administrative services);
all other government functions not assigned to other designated agencies.

o (7) Department of Labor: All programs, services, and regulatory activities relating to labor and the work force.

o (8) Department of Transportation: All programs, services, and regulatory activities relating to transportation, including highways, public transportation, traffic management (non-law enforcement), automobile licensing and inspection, and driver licensing.

• (c) Responsibility for the implementation of subpart F of this part for components of State or local governments that exercise responsibilities, regulate, or administer services, programs, or activities relating to functions not assigned to specific designated agencies by paragraph (b) of this section may be assigned to other specific agencies by the Department of Justice.

• (d) If two or more agencies have apparent responsibility over a complaint, the Assistant Attorney General shall determine which one of the agencies shall be the designated agency for purposes of that complaint.

• (e) When the Department receives a complaint directed to the Attorney General alleging a violation of this part that may fall within the jurisdiction of a designated agency or another Federal agency that may have jurisdiction under section 504, the Department may exercise its discretion to retain the complaint for investigation under this part.

§§ 35.191—35.999 [Reserved]
Appendix B. California Government Code 12926
California Government Code 12926

(i) “Medical condition” means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer.

(2) Genetic characteristics. For purposes of this section, “genetic characteristics” means either of the following:

(A) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or that person’s offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(B) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or that person’s offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

(j) “Mental disability” includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) “Limits” shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) “Major life activities” shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).

“Mental disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.
(k) “Military and veteran status” means a member or veteran of the United States Armed Forces, United States Armed Forces Reserve, the United States National Guard, and the California National Guard.

(l) “On the bases enumerated in this part” means or refers to discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

(m) “Physical disability” includes, but is not limited to, all of the following:

1. Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

   A. Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

   B. Limits a major life activity. For purposes of this section:

      i. “Limits” shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

      ii. A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

      iii. “Major life activities” shall be broadly construed and includes physical, mental, and social activities and working.

2. Any other health impairment not described in paragraph (1) that requires special education or related services.

3. Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

4. Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

5. Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

6. “Physical disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(n) Notwithstanding subdivisions (j) and (m), if the definition of “disability” used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by
reference into, and shall prevail over conflicting provisions of, the definitions in subdivisions (j) and (m).
Appendix C. California Government Code 11135
California Government Code 11135

GOVERNMENT CODE – GOV

1.1.1.1 TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980]
   (Title 2 enacted by Stats. 1943, Ch. 134.)

1.1.1.2 DIVISION 3. EXECUTIVE DEPARTMENT [11000 - 15986]
   (Division 3 added by Stats. 1945, Ch. 111.)

1.1.1.3 PART 1. STATE DEPARTMENTS AND AGENCIES [11000 - 11898]
   (Part 1 added by Stats. 1945, Ch. 111.)

1.1.1.4 CHAPTER 1. State Agencies [11000 - 11148.5]
   (Chapter 1 added by Stats. 1945, Ch. 111.)

1.1.1.4.1 ARTICLE 9.5. Discrimination [11135 - 11139.8]
   (Article 9.5 added by Stats. 1977, Ch. 972.)

1.1.1.4.1.1 11135.
   (a) No person in the State of California shall, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state. Notwithstanding Section 11000, this section applies to the California State University.

   (b) With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

   (c) The protected bases referenced in this section have the same meanings as those terms are defined in Section 12926.

   (d) The protected bases used in this section include a perception that a person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.
(Amended by Stats. 2016, Ch. 870, Sec. 4. (SB 1442) Effective January 1, 2017.)
Appendix D. California Government Code 4450
California Government Code 4450

1.1.1.5 GOVERNMENT CODE – GOV

1.1.1.6 TITLE 1. GENERAL [100 - 7914]

(Title 1 enacted by Stats. 1943, Ch. 134.)

1.1.1.7 DIVISION 5. PUBLIC WORK AND PUBLIC PURCHASES [4000 - 4563]

(Division 5 enacted by Stats. 1943, Ch. 134.)

1.1.1.7.1 CHAPTER 7. Access to Public Buildings by Physically Handicapped Persons [4450 - 4461]

(Chapter 7 added by Stats. 1968, Ch. 261.)

1.1.1.7.1.1 4450.

(a) It is the purpose of this chapter to ensure that all buildings, structures, sidewalks, curbs, and related facilities, constructed in this state by the use of state, county, or municipal funds, or the funds of any political subdivision of the state shall be accessible to and usable by persons with disabilities.

(b) The State Architect shall develop and submit proposed building standards to the California Building Standards Commission for approval and adoption pursuant to Chapter 4 (commencing with Section 18935) of Part 2.5 of Division 13 of the Health and Safety Code and shall develop other regulations for making buildings, structures, sidewalks, curbs, and related facilities accessible to and usable by persons with disabilities. The regulations and building standards relating to access for persons with disabilities shall be consistent with the standards for buildings and structures that are contained in pertinent provisions of the latest edition of the selected model code, as adopted by the California Building Standards Commission, and these regulations and building standards shall contain additional requirements relating to buildings, structures, sidewalks, curbs, and other related facilities the State Architect determines are necessary to assure access and usability for persons with disabilities. In developing and revising these additional requirements, the State Architect shall consult with the Department of Rehabilitation, the League of California Cities, the California State Association of Counties, and at least one private organization representing and comprised of persons with disabilities.

(c) In no case shall the State Architect’s regulations and building standards prescribe a lesser standard of accessibility or usability than provided by theAccessibility Guidelines prepared by the federal Access Board as adopted by the United States Department of Justice to implement the Americans with Disabilities Act of 1990 (Public Law 101-336).

(d) On or before December 31, 2010, the Division of the State Architect shall prepare and submit to the United States Department of Justice for certification proposed amendments to Part 2 of Title 24 of the California Code of
Regulations that would ensure California’s building standards for disability access in commercial occupancies are consistent with the federal regulations cited in subdivision (c).

(Amended by Stats. 2008, Ch. 549, Sec. 5. Effective January 1, 2009.)
Appendix E. City of Pico Rivera Notice of ADA Compliance
City of Pico Rivera
ADA Notice Dissemination Plan

Title II of the ADA, 28 CFR 35.106 requires that the City of Pico Rivera produce and disseminate a notice of their ADA compliance.

The notice should be written clearly without undue complication. It should discuss what ADA requirements the entity is held to, the name of the ADA Coordinator, and provide current contact information enabling an individual to contact the ADA Coordinator. The notice should cover areas regarding:

- Employment;
- Effective Communication;
- Making reasonable modification to policies and programs;
- An explanation of the non-surcharge requirement concerning the provision of auxiliary aides and services; and
- Information regarding the grievance process.

In considering how to disseminate this document, the City should identify the impacted parties who would have an interest in the notice. The notice dissemination plan should address the frequency of notice dissemination. Methods of dissemination may include:

- The City’s website;
- Local Newspaper(s);
- City Publications;
- Posters on City facilities;
- Inclusion of notice for special activities;
- Within transportation systems provided by the City;
- Within Disability Advisory Council meetings and materials; and
- Other forms in which impacted stakeholders might be present.

Not all of the above notice dissemination methodologies may be necessary to effectively disseminate the notice. It is recommended that the City have a Notice Dissemination Plan that is well thought out to ensure full notice is provided City-wide at appropriate intervals.
City of Pico Rivera
Notice of Compliance under ADA & California State Law

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990, the Americans with Disabilities Amendments Act of 2008, the Fair Employment & Housing Act (FEHA), California Government Code Section 11135 and other applicable codes, the City of Pico Rivera does not discriminate against individuals on the basis of disability in its services, programs or activities.

**Employment:** The City of Pico Rivera does not discriminate on the basis of disability in its hiring or employment practices and will comply with the Fair Employment and Housing Act, as well as Title I of the ADA, including the regulations promulgated by the U.S. Equal Employment Opportunity Commission (EEOC), including the requirement to provide reasonable accommodations.

**Effective Communication:** The City of Pico Rivera will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities, including sign language interpreters, documents in Braille, and other alternate formats to ensure information and communication is accessible to people who have speech, hearing, vision, or cognitive impairments so they can participate equally in the programs, services and activities.

**Modification to Policies and Procedures:** The City of Pico Rivera will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to participate in all of its programs, services and activities. For example, individuals with service animals behaving within applicable standards are welcome in offices and City facilities, even when pets are generally prohibited.

Anyone who requires auxiliary aides and services for effective communication, or a modification of policies or procedures to participate in a program, service or activity in the City of Pico Rivera, should communicate with the responsible Department contact as soon as possible, but no later than 48 hours before the scheduled event.

Neither the ADA, nor State law requires the City of Pico Rivera to take action that would fundamentally alter the nature of its programs, activities or services, or impose an undue financial or administrative burden. Complaints that a program, activity or service of the City of Pico Rivera are not accessible should be directed to the **ADA Coordinator, Luisa Najera, 6615 Passons Boulevard, Pico Rivera CA 90660, 562-801-4396 (voice), or 711, (California Relay), lnajera@pico-rivera.org**
The City of Pico Rivera will not place a surcharge on a particular individual with a disability or a group of individuals with disabilities to cover the cost of providing auxiliary aids and services or making a reasonable modification to a policy to create access.
Appendix F. ADA Grievance Procedure for the City of Pico Rivera
Grievance Procedure Under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (“ADA”), the Americans with Disabilities Amendments Act (ADAAA) and California State law. It may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by the City of Pico Rivera. The City’s Disability Discrimination Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination, such as name, address, phone number of the complainant, and location, date and a description of the problem(s). The City’s Grievance Procedure form is available online at www.pico-rivera.org or at the City of Pico Rivera located at City Hall, 6615 Passons Boulevard, Pico Rivera CA 90660. Alternative means of filing a complaint, such as personal interviews or a tape recording the complaint, are available to persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation to:

Luisa Najera  
Citywide ADA Coordinator  
6615 Passons Boulevard  
Pico Rivera CA 90660  
TEL 562-801-4396  
lnajera@pico-rivera.org  
California Relay, 711

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review, the ADA Coordinator will respond in writing and, where appropriate, in a format accessible to the complainant. The response will explain the City’s position on the issue and offer options for substantive resolution of the complaint.

If the response by ADA Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager.

After receiving the appeal, the City Manager or his/her designee will review the appeal and the ADA Coordinator findings. Within a reasonable period, after a review, the City Manager or his/her designee will respond in writing and, where appropriate in a format that is accessible to the complainant, with a final resolution to the complaint.
All written complaints received by Luisa Najera or his/her designee, appeals to the City Manager or his/her designee, and responses from these two offices, will be retained by the City for at least three years.
Appendix G. Roster of City of Pico Rivera Staff Who Contributed to the Report
City Clerk’s Office

Anna Jerome – City Clerk

Community and Economic Development

Julia Gonzalez – Deputy Director

Finance / Human Resources / Risk Management / Information Technology

Luisa Najera - Senior Analyst / Designated ADA Coordinator
Paul Gandara - IT Technician
Carlos Carrazco - Finance Director

Parks and Recreation / Media & Communications

Sonya Patterson – Interim Director
Kaili Torres – Senior Analyst
Natalie Glassman – Analyst
Rudy Alvarado
Gabriel Castorena
Gabriel Daigle
Marco Monterosso
Robert Morena
Barbara Wade
Efrain Lee

Public Safety

Jodi Hutak – Operations Lieutenant of Pico Rivera Sheriff’s Station
Public Works / Engineering

Nadia Carrasco – Assistant Engineer
Kenneth Guerrero – Associate Engineer
Appendix H. Resources
Federal Resources

The United States Department of Justice

Scope of services:
Technical assistance
Enforcement
Mediation
Regulations
Certification of state and local building codes

US Department of Justice
950 Pennsylvania Ave. NW.
Civil Rights Division
Disability Rights Section – NYA
Washington, DC 20530

202-307-0663
800-514-0301, Technical Assistance Voice
800-513-0383 (TTY)
ADA.gov

Equal Employment Opportunity Commission

Scope of services Employment
Technical assistance
Enforcement
Training
Regulations
Mediation

800-669-4000
800-669-6820(TTY)
eeo.gov
United States Access Board

Scope of services:
Creation of guidelines and standards
Training
Enforcement of the ABA
Research

United States Access Board
1331 F St. NW., Suite 1000
Washington DC, 20004-1111

800-272-0008, voice
800-872-2253 (TTY)
Info@access-board.gov
https://www.access-board.gov/

Jobs Accommodation Network (JAN)

Scope of services accommodation related
Consultation
Technical assistance
Training

Mailing address:
Job Accommodation Network
PO Box 6080
Morgantown, WV 26506-6080

800-526-7234, Voice
800-ADA-work, Voice
877781-9403, TTY
Askjan.org
California State Resources

The Department of Fair Employment and Housing

Scope of services:
Training
Mediation
Enforcement

2218 Kaiden Drive, Suite 100
Elk Grove, CA 95758

800-884-1684, Voice
800-700-2320 (TTY)
DFEH.ca.gov

California Department of Rehabilitation, (Disability Services Section)

Scope of services:
Training
Technical assistance

721 Capital Mall
Sacramento, CA 95814

Voice: 1-916-558-5755
TTY: 1-844-729-2800
https://www.dor.ca.gov/Home/DisabilityAccessServices

California Commission on Disability Access

Scope of services:
Technical assistance

400 R St., Suite 310
Sacramento CA 95811

916-319-9974
711, California Relay
ccda.ca.gov
Appendix I. Implementation Plan

Note: Requestors and reviewers may require the plan to be readily available in accessible format(s) other than the current excel format table (i.e. Word, PDF, font size). Jensen Hughes suggests that options are provided within a reasonable timeframe.
Appendix J. Self-Evaluation Questionnaires

Note: Requestors and reviewers may require the plan to be readily available in accessible format(s) other than the current excel format table (i.e. Word, PDF, font size). Jensen Hughes suggests that options are provided within a reasonable timeframe.
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1.0 Acknowledgments

The Jensen Hughes team wishes to acknowledge and thank the various staff of the City of Pico Rivera for their participation and contribution to the development of the ADA Transition Plan. Their involvement in providing relevant documentation and files were critical during the report process which allowed our team to perform the necessary evaluation of their existing facilities and infrastructure.

2.0 Introduction and Purpose of the ADA

The Americans with Disabilities Act (ADA) is a civil rights act that was signed into law by President George H.W. Bush on July 26, 1990. During this signing ceremony, President Bush called for the shameful wall of exclusion to fall. The intent of the ADA is to remove physical or policy related accessibility barriers to ensure persons with disabilities have access to the full range of elements and participation within American life.

The ADA requires that local governments, including the City of Pico Rivera, take certain affirmative steps to ensure appropriate access for qualified persons with disabilities is in place. This Transition Plan has been created to ensure that persons with disabilities are able to access the programs, services and activities provided by the City of Pico Rivera.

This effort is engaged in by the City as an ongoing effort to ensure disability civil rights are in place and continuous improvement is realized. To facilitate this process, the City of Pico Rivera retained the services of Jensen Hughes. Jensen Hughes brings disability civil rights expertise to the project to ensure a thorough review is accomplished. The project includes an analysis of the internal evaluation and review of City functions and operations. The results of which are reported in the ADA Self-Evaluation Plan report. In addition, City facilities and public rights-of-way were evaluated. The results of this effort are reported in this document, the ADA Transition Plan Report.
3.0 Overview of the City of Pico Rivera

Pico Rivera is a thriving community that offers opportunities to all who live, work and relax in the City. Situated on the eastern edge of the Los Angeles basin and the southern edge of the area known as the San Gabriel Valley, Pico Rivera is approximately 13 miles southeast of downtown Los Angeles.

Formed through the merging of two historic communities, Pico and Rivera, the City was officially incorporated in January 1958 as the 61st City in Los Angeles County. Originally an agricultural area, the community evolved into a residential and industrial area following the end of World War II.

Pico Rivera is governed by a Council-Manager form of government. The voters of Pico Rivera elect a 5-member City Council, which in turn appoints a City Manager to carry out its policies and serve as the administrative head of the City organization. As the City’s Chief Administrator, the City Manager is responsible for overseeing City employees who implement all of the City’s programs, services and projects, with the exception of police, fire and library services, which are provided through contracts with the County of Los Angeles.

Within the City’s nine square miles, more than 120 acres are devoted to recreational uses, including just under 100 acres of local parks. (Find out more information about City Parks and Other Recreational Facilities at http://www.pico-rivera.org/depts/parks/default.asp).

A variety of regional entertainment and sporting venues, along with beach and mountain areas, are located within easy driving distance. The local housing stock, seventy percent of which is owner-occupied, has been expanded in recent years with the addition of several newer housing developments.
Elementary and high school students in the community are served by the El Rancho Unified School District and Montebello Unified School District, with a number of universities and colleges in Los Angeles and Orange Counties providing a range of opportunities for higher education.

Industrial and commercial uses continue to be attracted to Pico Rivera, thanks in large part to the easy access provided by three freeways, major railroads, and the close proximity of world-class port and airport facilities. Since its incorporation more than 50 years ago, the City has embraced progress while honoring its heritage. As the community looks forward to the next 50 years, several recent and pending projects will help ensure Pico Rivera continues to be a great place to live, work and play. Within the past 10 years the City has completed projects such as the Passons Boulevard railroad underpass project, the new Pico Rivera Library on Mines Avenue, and the completion of the Parks Renovation Project, which provided much-needed improvement and expansion of City parks and recreational facilities throughout the community.

Source: Website of the City of Pico Rivera (http://www.pico-rivera.org/about/)

### 4.0 Overview of the ADA Mandates Impacting the City of Pico Rivera

As a local government, the City of Pico Rivera must comply with the Federal regulation noted below:

**28 CFR 35.130 General prohibitions against discrimination**

- (a) No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

To ensure that appropriate access is in place certain evaluations and policy statements are mandated, the City must:
- Conduct a self-evaluation to review all programs services and activities, 28 CFR 35.105;
- Produce and disseminate an ADA notice of compliance, 28 CFR 35.106;
- Appoint an employee responsible for coordinating ADA activities, 28 CFR 35.107;
- Have in place an ADA grievance system, 28 CFR 35.107; and
- Develop an ADA transition plan, reviewing the built environment and detailing how and when access barriers will be mitigated, 28 CFR 35.150(d).

5.0 Impact of California State Law

When implementing the federal requirements of the ADA, it is critical that a comparison to state law be conducted to ensure that the law that provides the greatest access for persons with disabilities is being applied. 28 CFR 35.103 regulates that the ADA will yield to a stronger local law.

There are two instances where California State law has a material impact on the local government’s implementation of ADA:

1. California Government Code 12926 contains a broader definition of disability then that provided by the ADA. Summarizing the definition of disability under California law one should consider the following:

   If a person has a physical or mental impairment that limits a major life activity, has a history of a physical or mental impairment that limits a major life activity, or is regarded as having a physical or mental impairment that limits a major life activity, that person is covered by California State law. Physical and mental disabilities can include, but are not limited to, chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder, multiple sclerosis, and heart disease. Additionally, if a person has received services within a special education program, is a cancer survivor, or has a genetic characteristic that may eventually manifest itself into a disability, they are covered.

   It is important to note that when examining whether a person has a disability that impacts the major life activity, one must consider the disability in the unmitigated status. Often, persons with disabilities mitigate the limitation of the disability through the use of medication, devices, or even personal habits. These forms of mitigation are not appropriate to consider when determining the definition of disability. Thus, one would look at how an individual with diabetes would function without her/his insulin.

   Major life activities are very broad in nature. No exhaustive list exists to define them. Hearing, seeing, walking, learning, reproduction concentrating, breathing, working, etc. are all among common major life activities.
The ADA definition of disability uses the term “substantially limits” in the first prong. It does not specify coverage of cancer survivors, persons who have received services from special-education programs, or persons who have a genetic characteristic that may someday develop into a disability.

2. California Government Code 11135 incorporates ADA requirements, and that, if the laws of state and local governments prescribe stronger protections and prohibitions, the programs and activities shall be subject to the stronger protections and prohibitions.

6.0 Defining a Qualified Persons with a Disability

Frequently one may encounter the term “Qualified Person with a Disability”. To meet the standard of being a qualified person with a disability, an individual must be a person with a disability as defined above. Additionally, they must qualify to receive the programs, services, or activities in question.

For example, if a person has a qualifying disability and has purchased a ticket from the City to attend a performance sponsored by the City; that person is a qualified person with a disability. If the same individual did not have the required ticket for the performance that individual would not be qualified to attend. As such, the unqualified person with a disability would not have standing to request accommodation for the manner in which the performance was offered.

7.0 The Methodology and Scope of the ADA Transition Plan

7.1 METHODOLOGY

The goal of the Transition Plan is to survey and analyze the City’s existing facilities and infrastructure which include elements serving the public rights-of-way in order to meet the specific requirements of 28 CFR 35.150(d) which includes the following:

(i) Identify physical obstacles in the public entity’s facilities that limit the accessibility of its programs or activities to individuals with disabilities;

(ii) Describe in detail the methods that will be used to make the facilities accessible;

(iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and

(iv) Indicate the official responsible for implementation of the plan.

The City’s accessibility features were evaluated specifically against the federal code requirements of Title II of the ADA (2010 ADAS) and State code requirements of Chapter 11B of the 2016 and 2019 California Building Code (CBC).
The emphasis of the survey is to identify non-compliant barriers, provide solutions with associated cost estimates for remediation and provide recommendations for prioritizing remediations.

7.2 SCOPE OF THE PROJECT AND SURVEY PLAN

Meetings between Jensen Hughes and City management took place to define the scope of the project and identify the City’s existing facilities and infrastructure which include elements serving the public rights-of-way. Readily available plans of existing facilities and list of streets were provided to Jensen Hughes in preparation of the field surveys. The data collected from the surveys became a basis for the ADA Transition Plan found in Appendix I (Access Compliance Survey Reports).

7.3 SURVEY CATEGORIES

Access Compliance Survey Reports are separated into the below categories.

City properties and facilities:
+ Buildings / Facilities / Parks

Public Rights-of-Way:
+ Curb ramps
+ Pedestrian signals
+ Sidewalks
+ Transit stops

The Access Compliance Survey Reports (ACSR) will assist the City in prioritizing barrier remediation and anticipating future costs for such remediation by providing a structure and plan to bring the City up to ADA compliance through a yearly allocation of funds to perform upgrades and/or barrier mitigation projects, starting with projects that remediate identified accessibility barriers with the most exposure to the public and their employees, while working through the minor issues over time.

8.0 Access Compliance Survey Reports (ACSR)

8.1 PUBLIC RIGHTS-OF-WAY

8.1.1 Report Information

The surveys conducted in the field of the public rights-of-way included the approximate number of 1,756 curb ramps/islands, 334 pedestrian signals, 63 transit stops, and 64 miles of sidewalk along main streets within City boundaries and directly adjacent to City facilities.

Where an accessibility barrier was identified, the following information was collected about the barrier and its proposed remediation and compiled as part of an Access Compliance Survey Report (ACSR):
1. Locational information including street intersection and orientation
2. Description of the applicable standard that is being opposed
3. As-built description/measurement of the barrier
4. Proposed solution/remediation method of the barrier
5. Relevant 2010 ADAS and 2016 and/or 2019 CBC code references
6. Cost estimate information including: Quantity, Units, Unit Cost, and Total Cost
7. Photo of the barrier at the time of the assessment

The above information, as well as additional information, will be maintained on an ACSR database and/or excel spreadsheet which will be GIS compatible and maintained by the City. The plan will be used in efforts to record, monitor, and track projects for remediating ADA challenges.

8.2 FACILITIES

8.2.1 Report Information

The facilities included approximately 22 identified buildings, parks, and parking lots that were surveyed as a part of the ACSR effort. Areas and site features surveyed for each facility include:

+ Accessible routes from site arrival points to building entrances
+ Building entrances and exits
+ Interior and exterior circulation, including accessible routes, and corridors
+ Public-use and common-use areas, such as restrooms, staff breakrooms, lobbies, etc.
+ Assembly spaces, such as meeting rooms, and event spaces
+ Outdoor activity areas, such as athletic fields, pools, and playgrounds
+ Employee work areas

These surveys may not include a full review of buildings where the City does not own or have responsibility for such as the Sheriff’s Department, or the Pico Rivera and Rivera Libraries. These buildings are owned and operated under the jurisdiction of Los Angeles County. The City’s joint agreement of use with the County is to provide regular maintenance of only the exterior grounds of the sites. Lastly, these assessments will not include a full review of areas that are general exceptions under the ADA including: construction sites, raised areas, limited access spaces, machinery spaces, and single occupant structures.
9.0 Public Outreach and Participation

9.1 METHOD

To encourage public participation and involvement with the City’s ADA Self-Evaluation and Transition Plan development process, two public video teleconference meetings were held on August 26, 2020. To maximize outreach and encourage participation, the City was encouraged to reach out to various local organizations and non-profits groups and also posted the below notices in the City’s Summer 2020 edition of its newsletter: The Pico Rivera PROFILE. In addition, notices were provided on the City’s social media pages leading up to the meeting date on the following dates: August 19th, 22nd, and the 25th of 2020. The public outreach notifications and meetings were provided in both English and Spanish, and the public outreach meetings also included interpreters providing translation in both American Sign Language (ASL) and Mexican Sign Language (MSL).
The City of Pico Rivera invites our residents to join us in presenting our significant and long-term commitment to improving the accessibility needs of our community during a Virtual Public Meeting on Wednesday, August 25. The Meeting will be presented in English from 5:00 to 6:00 p.m., and in Spanish from 6:00 to 7:00 p.m. For more information, call 562.801.4421.
9.2 RESULTS

9.2.1 Presenting Staff and Support
The public outreach meetings occurred via teleconference call on August 26, 2020 with the English version at 5:00 to 6:00 p.m. and in Spanish from 6:00 to 7:00 p.m.

Presenters and City representatives included the following:

- Presenter-English/Spanish: Monica Heredia, Director of Public Works, City of Pico Rivera
- Presenter-English: Kelly Hang, Senior Accessibility Consultant, Jensen Hughes
- Presenter-English: Michael Paravagna, Senior Policy Specialist, Jensen Hughes
- Presenter-Spanish: Isaac Martinez, Senior Consultant, Jensen Hughes
- Vanessa Ibarra, Deputy City Attorney, City of Pico Rivera
- Luisa Najera, Senior Analyst / ADA Coordinator, City of Pico Rivera
- Omid Vaziri, Senior Engineer, City of Pico Rivera
- Jasper Kirsch, Senior Accessibility Consultant, Jensen Hughes
- ASL Interpreter: American Language Services (Crystal)
- ASL Interpreter (Spanish): American Language Services (Bradley Knoell)

9.2.2 Attendee Participation
Number of public attendees: 4

Attendee (English): F. Sanchez
Caller had concerns regarding hazardous conditions his father has experienced due to non-existent sidewalk, flooding, and vehicular speeding around the location of Bequette Ave & Bermudez St.

City Response: City will investigate concerns in this area along with reviewing the nearly completed Water, Sewer, and Storm Drain Master Plan and will follow up with Mr. Sanchez.

Attendee (English): F. Sanchez
Concern regarding a water leak around the location of Bequette Ave & Bermudez St. The City Services emergency phone number went to a 1800 number for a doctor’s office and had to call the police department.

City Response: City will investigate this issue and correct.

Attendee (Spanish): Diego
Concern regarding small size of bus stop benches?

City Response: City is required to comply with certain requirements relating to accessibility requirements and will investigate the described issues.

Attendee (Spanish): Diego
Question relating to not being able to see the presentation since he called in using his phone.

City Response: The presentation will be available to share with the public on the City website.

Note: Request for information may require the document and plan to be readily available in accessible format(s) (i.e. 12-point font size). Jensen Hughes suggests that options are provided to requestors within a reasonable timeframe.

10.0 Instructions for Updating the Transition Report

It is not possible to accurately predict program changes within the City, the development of ADA case law, or the content of revised regulations, which are yet unpublished. Despite this, the City has an ongoing responsibility to remain compliant with disability civil rights mandates.

To facilitate this process this Transition Plan report is designed to accommodate revisions as conditions change. Thus, the City of Pico Rivera, can make changes as needed and maintain a current Transition Plan. This document can serve as a tool to ensure compliance, evidence of the City’s good faith effort, and a historic document to record the actions taken by the City of Pico Rivera to appropriately serve the growing population of persons with disabilities living in the community.

To make the necessary amendments as changes occur, the ADA Coordinator can merely place an addendum in the narrative and can also be made to the Transition Plan within the database which was provided in an excel spreadsheet and/or GIS file. From that point, action to implement changes can be structured, documented, and tracked.

11.0 ADA Transition Plan

Contained in this report is the Access Compliance Survey Reports inventorying deficient items that were identified during the survey of the City’s facilities and infrastructure which include elements serving the public rights-of-way. This plan is intended to be used to track the various mitigation items that have been identified within the Transition Plan process. The ADA Coordinator can use this document to assign departments or individuals the task of implementing the plan to mitigate items, establish completion dates, proposed completion dates, and make notes about the status of the work being addressed. Should the need arise, this document can demonstrate the good faith effort being made by the City to address disability civil rights issues.

It’s very important to note that each time an entry to the excel spreadsheet and/or GIS file is made, the mitigation information is updated to reflect the current status and ongoing effort of the City’s commitment in providing a more accessible and inclusive environment.
Submitted by,

JENSEN HUGHES

Prepared by:

Kelly Hang, CASp, ICC, Assoc. AIA
Senior Consultant

Michael Paravagna
Senior Policy Specialist

Reviewed by:

Jasper S. Kirsch, CASp, ICC, Assoc. AIA
Senior Accessibility Consultant

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11.1 Subpart A—General

11.1.1 § 35.101 Purpose and broad coverage.


(b) Broad coverage. The primary purpose of the ADA Amendments Act is to make it easier for people with disabilities to obtain protection under the ADA. Consistent with the ADA Amendments Act’s purpose of reinstating a broad scope of protection under the ADA, the definition of “disability” in this part shall be construed broadly in favor of expansive coverage to the maximum extent permitted by the terms of the ADA. The primary object of attention in cases brought under the ADA should be whether entities covered under the ADA have complied with their obligations and whether discrimination has occurred, not whether the individual meets the definition of disability. The question of whether an individual meets the definition of disability under this part should not demand extensive analysis.

11.1.1 § 35.102 Application.

• (a) Except as provided in paragraph (b) of this section, this part applies to all services, programs, and activities provided or made available by public entities.

• (b) To the extent that public transportation services, programs, and activities of public entities are covered by subtitle B of title II of the ADA, they are not subject to the requirements of this part.

§ 35.103 Relationship to other laws.
• (a) Rule of interpretation. Except as otherwise provided in this part, this part shall not be construed to apply a lesser standard than the standards applied under title V of the Rehabilitation Act of 1973 or the regulations issued by Federal agencies pursuant to that title.

• (b) Other laws. This part does not invalidate or limit the remedies, rights, and procedures of any other Federal laws, or State or local laws (including State common law) that provide greater or equal protection for the rights of individuals with disabilities or individuals associated with them.

§ 35.104 Definitions.

For purposes of this part, the term—


2010 Standards means the 2010 ADA Standards for Accessible Design, which consist of the 2004 ADAAG and the requirements contained in § 35.151.


Assistant Attorney General means the Assistant Attorney General, Civil Rights Division, United States Department of Justice.

Auxiliary aids and services includes—

• (1) Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;

• (2) Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic
and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;

- (3) Acquisition or modification of equipment or devices; and
- (4) Other similar services and actions.

**Complete complaint** means a written statement that contains the complainant's name and address and describes the public entity's alleged discriminatory action in sufficient detail to inform the agency of the nature and date of the alleged violation of this part. It shall be signed by the complainant or by someone authorized to do so on his or her behalf. Complaints filed on behalf of classes or third parties shall describe or identify (by name, if possible) the alleged victims of discrimination.

**Current illegal use of drugs** means illegal use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is current or that continuing use is a real and ongoing problem.

**Designated agency** means the Federal agency designated under subpart G of this part to oversee compliance activities under this part for particular components of State and local governments.

**Direct threat** means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services as provided in § 35.139.

**Disability.** The definition of disability can be found at § 35.108.

**Drug** means a controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812).

**Existing facility** means a facility in existence on any given date, without regard to whether the facility may also be considered newly constructed or altered under this part.

**Facility** means all or any portion of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property, including the site where the building, property, structure, or equipment is located.

**Historic preservation programs** means programs conducted by a public entity that have preservation of historic properties as a primary purpose.

**Historic properties** means those properties that are listed or eligible for listing in the National Register of Historic Places or properties designated as historic under State or local law.
Housing at a place of education means housing operated by or on behalf of an elementary, secondary, undergraduate, or postgraduate school, or other place of education, including dormitories, suites, apartments, or other places of residence.

Illegal use of drugs means the use of one or more drugs, the possession or distribution of which is unlawful under the Controlled Substances Act (21 U.S.C. 812). The term illegal use of drugs does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law.

Individual with a disability means a person who has a disability. The term individual with a disability does not include an individual who is currently engaging in the illegal use of drugs, when the public entity acts on the basis of such use.

Other power-driven mobility device means any mobility device powered by batteries, fuel, or other engines—whether or not designed primarily for use by individuals with mobility disabilities—that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDS), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of this section. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207(c)(2).

Public entity means—

- (1) Any State or local government;
- (2) Any department, agency, special purpose district, or other instrumentality of a State or States or local government; and
- (3) The National Railroad Passenger Corporation, and any commuter authority (as defined in section 103(8) of the Rail Passenger Service Act).

Qualified individual with a disability means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

Qualified interpreter means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators.

Qualified reader means a person who is able to read effectively, accurately, and impartially using any necessary specialized vocabulary.

Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

State means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Mariana Islands.

Video remote interpreting (VRI) service means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in § 35.160(d).

Wheelchair means a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor locomotion. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207 (c)(2).

§ 35.105 Self-evaluation.

- (a) A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.

- (b) A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.
• (c) A public entity that employs 50 or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:
  o (1) A list of the interested persons consulted;
  o (2) A description of areas examined and any problems identified; and
  o (3) A description of any modifications made.

• (d) If a public entity has already complied with the self-evaluation requirement of a regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this section shall apply only to those policies and practices that were not included in the previous self-evaluation.

§ 35.106 Notice

A public entity shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this part and its applicability to the services, programs, or activities of the public entity, and make such information available to them in such manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Act and this part.

§ 35.107 Designation of responsible employee and adoption of grievance procedures

• (a) Designation of responsible employee. A public entity that employs 50 or more persons shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under this part, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part. The public entity shall make available to all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph.

• (b) Complaint procedure. A public entity that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part.

§ 35.108 Definition of disability

(a)

(1) Disability means, with respect to an individual:

   (i) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;

   (ii) A record of such an impairment; or
(iii) Being regarded as having such an impairment as described in paragraph (f) of this section.

(2) Rules of construction.

(i) The definition of “disability” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA.

(ii) An individual may establish coverage under any one or more of the three prongs of the definition of “disability” in paragraph (a)(1) of this section, the “actual disability” prong in paragraph (a)(1)(i) of this section, the “record of” prong in paragraph (a)(1)(ii) of this section, or the “regarded as” prong in paragraph (a)(1)(iii) of this section.

(iii) Where an individual is not challenging a public entity’s failure to provide reasonable modifications under § 35.130(b)(7), it is generally unnecessary to proceed under the “actual disability” or “record of” prongs, which require a showing of an impairment that substantially limits a major life activity or a record of such an impairment. In these cases, the evaluation of coverage can be made solely under the “regarded as” prong of the definition of disability, which does not require a showing of an impairment that substantially limits a major life activity or a record of such an impairment. An individual may choose, however, to proceed under the “actual disability” or “record of” prong regardless of whether the individual is challenging a public entity’s failure to provide reasonable modifications.

(b)

(1) Physical or mental impairment means:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; or

(ii) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.

(2) Physical or mental impairment includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

(3) Physical or mental impairment does not include homosexuality or bisexuality.
(c)  

(1) Major life activities include, but are not limited to:  

   (i) Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, interacting with others, and working; and  

   (ii) The operation of a major bodily function, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems. The operation of a major bodily function includes the operation of an individual organ within a body system.  

(2) Rules of construction.  

   (i) In determining whether an impairment substantially limits a major life activity, the term major shall not be interpreted strictly to create a demanding standard.  

   (ii) Whether an activity is a major life activity is not determined by reference to whether it is of central importance to daily life.  

(d) Substantially limits.  

(1) Rules of construction. The following rules of construction apply when determining whether an impairment substantially limits an individual in a major life activity.  

   (i) The term “substantially limits” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. “Substantially limits” is not meant to be a demanding standard.  

   (ii) The primary object of attention in cases brought under title II of the ADA should be whether public entities have complied with their obligations and whether discrimination has occurred, not the extent to which an individual’s impairment substantially limits a major life activity. Accordingly, the threshold issue of whether an impairment substantially limits a major life activity should not demand extensive analysis.  

   (iii) An impairment that substantially limits one major life activity does not need to limit other major life activities in order to be considered a substantially limiting impairment.  

   (iv) An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.
(v) An impairment is a disability within the meaning of this part if it substantially limits the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment does not need to prevent, or significantly or severely restrict, the individual from performing a major life activity in order to be considered substantially limiting. Nonetheless, not every impairment will constitute a disability within the meaning of this section.

(vi) The determination of whether an impairment substantially limits a major life activity requires an individualized assessment. However, in making this assessment, the term “substantially limits” shall be interpreted and applied to require a degree of functional limitation that is lower than the standard for substantially limits applied prior to the ADA Amendments Act.

(vii) The comparison of an individual’s performance of a major life activity to the performance of the same major life activity by most people in the general population usually will not require scientific, medical, or statistical evidence. Nothing in this paragraph (d)(1) is intended, however, to prohibit or limit the presentation of scientific, medical, or statistical evidence in making such a comparison where appropriate.

(viii) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures. However, the ameliorative effects of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity. Ordinary eyeglasses or contact lenses are lenses that are intended to fully correct visual acuity or to eliminate refractive error.

(ix) The six-month “transitory” part of the “transitory and minor” exception in paragraph (f)(2) of this section does not apply to the “actual disability” or “record of” prongs of the definition of “disability.” The effects of an impairment lasting or expected to last less than six months can be substantially limiting within the meaning of this section for establishing an actual disability or a record of a disability.

(2) Predictable assessments.

(i) The principles set forth in the rules of construction in this section are intended to provide for more generous coverage and application of the ADA's prohibition on discrimination through a framework that is predictable, consistent, and workable for all individuals and entities with rights and responsibilities under the ADA.

(ii) Applying these principles, the individualized assessment of some types of impairments will, in virtually all cases, result in a determination of coverage under paragraph (a)(1)(i) of this section (the “actual disability” prong) or paragraph (a)(1)(ii) of this section (the “record of” prong). Given their inherent nature, these types of impairments will, as a factual matter, virtually always be found to impose a substantial limitation on a major life activity. Therefore, with respect to these types of
impairments, the necessary individualized assessment should be particularly simple and straightforward.

(iii) For example, applying these principles it should easily be concluded that the types of impairments set forth in paragraphs (d)(2)(iii)(A) through (K) of this section will, at a minimum, substantially limit the major life activities indicated. The types of impairments described in this paragraph may substantially limit additional major life activities (including major bodily functions) not explicitly listed in paragraphs (d)(2)(iii)(A) through (K).

(A) Deafness substantially limits hearing;

(B) Blindness substantially limits seeing;

(C) Intellectual disability substantially limits brain function;

(D) Partially or completely missing limbs or mobility impairments requiring the use of a wheelchair substantially limit musculoskeletal function;

(E) Autism substantially limits brain function;

(F) Cancer substantially limits normal cell growth;

(G) Cerebral palsy substantially limits brain function;

(H) Diabetes substantially limits endocrine function;

(I) Epilepsy, muscular dystrophy, and multiple sclerosis each substantially limits neurological function;

(J) Human Immunodeficiency Virus (HIV) infection substantially limits immune function; and

(K) Major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia each substantially limits brain function.

(3) Condition, manner, or duration.

(i) At all times taking into account the principles set forth in the rules of construction, in determining whether an individual is substantially limited in a major life activity, it may be useful in appropriate cases to consider, as compared to most people in the general population, the conditions under which the individual performs the major life activity; the manner in which the individual performs the major life activity; or the duration of time it takes the individual to perform the major life activity, or for which the individual can perform the major life activity.
(ii) Consideration of facts such as condition, manner, or duration may include, among other things, consideration of the difficulty, effort or time required to perform a major life activity; pain experienced when performing a major life activity; the length of time a major life activity can be performed; or the way an impairment affects the operation of a major bodily function. In addition, the non-ameliorative effects of mitigating measures, such as negative side effects of medication or burdens associated with following a particular treatment regimen, may be considered when determining whether an individual’s impairment substantially limits a major life activity.

(iii) In determining whether an individual has a disability under the “actual disability” or “record of” prongs of the definition of “disability,” the focus is on how a major life activity is substantially limited, and not on what outcomes an individual can achieve. For example, someone with a learning disability may achieve a high level of academic success, but may nevertheless be substantially limited in one or more major life activities, including, but not limited to, reading, writing, speaking, or learning because of the additional time or effort he or she must spend to read, write, speak, or learn compared to most people in the general population.

(iv) Given the rules of construction set forth in this section, it may often be unnecessary to conduct an analysis involving most or all of the facts related to condition, manner, or duration. This is particularly true with respect to impairments such as those described in paragraph (d)(2)(iii) of this section, which by their inherent nature should be easily found to impose a substantial limitation on a major life activity, and for which the individualized assessment should be particularly simple and straightforward.

(4) Mitigating measures include, but are not limited to:

(i) Medication, medical supplies, equipment, appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, and oxygen therapy equipment and supplies;

(ii) Use of assistive technology;

(iii) Reasonable modifications or auxiliary aids or services as defined in this regulation;

(iv) Learned behavioral or adaptive neurological modifications; or

(v) Psychotherapy, behavioral therapy, or physical therapy.

(e) Has a record of such an impairment.
(1) An individual has a record of such an impairment if the individual has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(2) Broad construction. Whether an individual has a record of an impairment that substantially limited a major life activity shall be construed broadly to the maximum extent permitted by the ADA and should not demand extensive analysis. An individual will be considered to fall within this prong of the definition of “disability” if the individual has a history of an impairment that substantially limited one or more major life activities when compared to most people in the general population, or was misclassified as having had such an impairment. In determining whether an impairment substantially limited a major life activity, the principles articulated in paragraph (d)(1) of this section apply.

(3) Reasonable modification. An individual with a record of a substantially limiting impairment may be entitled to a reasonable modification if needed and related to the past disability.

(f) Is regarded as having such an impairment. The following principles apply under the “regarded” as prong of the definition of “disability” (paragraph (a)(1)(iii) of this section):

(1) Except as set forth in paragraph (f)(2) of this section, an individual is “regarded as having such an impairment” if the individual is subjected to a prohibited action because of an actual or perceived physical or mental impairment, whether or not that impairment substantially limits, or is perceived to substantially limit, a major life activity, even if the public entity asserts, or may or does ultimately establish, a defense to the action prohibited by the ADA.

(2) An individual is not “regarded as having such an impairment” if the public entity demonstrates that the impairment is, objectively, both “transitory” and “minor.” A public entity may not defeat “regarded as” coverage of an individual simply by demonstrating that it subjectively believed the impairment was transitory and minor; rather, the public entity must demonstrate that the impairment is (in the case of an actual impairment) or would be (in the case of a perceived impairment), objectively, both “transitory” and “minor.” For purposes of this section, “transitory” is defined as lasting or expected to last six months or less.

(3) Establishing that an individual is “regarded as having such an impairment” does not, by itself, establish liability. Liability is established under title II of the ADA only when an individual proves that a public entity discriminated on the basis of disability within the meaning of title II of the ADA, 42 U.S.C. 12131–12134.

(g) Exclusions. The term “disability” does not include—
(1) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, or other sexual behavior disorders;

(2) Compulsive gambling, kleptomania, or pyromania; or

(3) Psychoactive substance use disorders resulting from current illegal use of drugs.

§§ 35.109—35.129 [Reserved]

Subpart B—General Requirements

§ 35.130 General prohibitions against discrimination

• (a) No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

• (b)

  (1) A public entity, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, on the basis of disability—

  • (i) Deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, or service;

  • (ii) Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

  • (iii) Provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;

  • (iv) Provide different or separate aids, benefits, or services to individuals with disabilities or to any class of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others;

  • (v) Aid or perpetuate discrimination against a qualified individual with a disability by providing significant assistance to an agency, organization, or person that
discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the public entity's program;

▪ (vi) Deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
▪ (vii) Otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or service.

(2) A public entity may not deny a qualified individual with a disability the opportunity to participate in services, programs, or activities that are not separate or different, despite the existence of permissibly separate or different programs or activities.

(3) A public entity may not, directly or through contractual or other arrangements, utilize criteria or methods of administration—

▪ (i) That have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability;
▪ (ii) That have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the public entity's program with respect to individuals with disabilities; or
▪ (iii) That perpetuate the discrimination of another public entity if both public entities are subject to common administrative control or are agencies of the same State.

(4) A public entity may not, in determining the site or location of a facility, make selections—

▪ (i) That have the effect of excluding individuals with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination; or
▪ (ii) That have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the service, program, or activity with respect to individuals with disabilities.

(5) A public entity, in the selection of procurement contractors, may not use criteria that subject qualified individuals with disabilities to discrimination on the basis of disability.

(6) A public entity may not administer a licensing or certification program in a manner that subjects qualified individuals with disabilities to discrimination on the basis of disability, nor may a public entity
establish requirements for the programs or activities of licensees or certified entities that subject qualified individuals with disabilities to discrimination on the basis of disability. The programs or activities of entities that are licensed or certified by a public entity are not, themselves, covered by this part.

(7)

• (i) A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

• (ii) A public entity is not required to provide a reasonable modification to an individual who meets the definition of “disability” solely under the “regarded as” prong of the definition of disability at § 35.108(a)(1)(iii).

(8) A public entity shall not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any service, program, or activity, unless such criteria can be shown to be necessary for the provision of the service, program, or activity being offered.

(c) Nothing in this part prohibits a public entity from providing benefits, services, or advantages to individuals with disabilities, or to a particular class of individuals with disabilities beyond those required by this part.

(d) A public entity shall administer services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

(e)

• (1) Nothing in this part shall be construed to require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit provided under the ADA or this part which such individual chooses not to accept.

• (2) Nothing in the Act or this part authorizes the representative or guardian of an individual with a disability to decline food, water, medical treatment, or medical services for that individual.

(f) A public entity may not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the costs of measures, such as the provision of auxiliary aids or program accessibility, that are required to provide that individual or group with the nondiscriminatory treatment required by the Act or this part.
• (g) A public entity shall not exclude or otherwise deny equal services, programs, or activities to an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association.

• (h) A public entity may impose legitimate safety requirements necessary for the safe operation of its services, programs, or activities. However, the public entity must ensure that its safety requirements are based on actual risks, not on mere speculation, stereotypes, or generalizations about individuals with disabilities.

• (i) Nothing in this part shall provide the basis for a claim that an individual without a disability was subject to discrimination because of a lack of disability, including a claim that an individual with a disability was granted a reasonable modification that was denied to an individual without a disability.

§ 35.131 Illegal use of drugs

• (a) General.

  o (1) Except as provided in paragraph (b) of this section, this part does not prohibit discrimination against an individual based on that individual’s current illegal use of drugs.

  o (2) A public entity shall not discriminate on the basis of illegal use of drugs against an individual who is not engaging in current illegal use of drugs and who—

    ▪ (i) Has successfully completed a supervised drug rehabilitation program or has otherwise been rehabilitated successfully;

    ▪ (ii) Is participating in a supervised rehabilitation program; or

    ▪ (iii) Is erroneously regarded as engaging in such use.

• (b) Health and drug rehabilitation services.

  o (1) A public entity shall not deny health services, or services provided in connection with drug rehabilitation, to an individual on the basis of that individual's current illegal use of drugs, if the individual is otherwise entitled to such services.

  o (2) A drug rehabilitation or treatment program may deny participation to individuals who engage in illegal use of drugs while they are in the program.

• (c) Drug testing.

  o (1) This part does not prohibit a public entity from adopting or administering reasonable policies or procedures, including but not limited to drug testing, designed to ensure that an individual who
formerly engaged in the illegal use of drugs is not now engaging in current illegal use of drugs.

- (2) Nothing in paragraph (c) of this section shall be construed to encourage, prohibit, restrict, or authorize the conduct of testing for the illegal use of drugs.

§ 35.132 Smoking

This part does not preclude the prohibition of, or the imposition of restrictions on, smoking in transportation covered by this part.

§ 35.133 Maintenance of accessible features

- (a) A public entity shall maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities by the Act or this part.
- (b) This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
- (c) If the 2010 Standards reduce the technical requirements or the number of required accessible elements below the number required by the 1991 Standards, the technical requirements or the number of accessible elements in a facility subject to this part may be reduced in accordance with the requirements of the 2010 Standards.

§ 35.134 Retaliation or coercion

- (a) No private or public entity shall discriminate against any individual because that individual has opposed any act or practice made unlawful by this part, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act or this part.
- (b) No private or public entity shall coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act or this part.

§ 35.135 Personal devices and services

This part does not require a public entity to provide to individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices, such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting, or dressing.

§ 35.136 Service animals
• (a) **General.** Generally, a public entity shall modify its policies, practices, or procedures to permit the use of a service animal by an individual with a disability.

• (b) **Exceptions.** A public entity may ask an individual with a disability to remove a service animal from the premises if—
  - (1) The animal is out of control and the animal's handler does not take effective action to control it; or
  - (2) The animal is not housebroken.

• (c) **If an animal is properly excluded.** If a public entity properly excludes a service animal under § 35.136(b), it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

• (d) **Animal under handler's control.** A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

• (e) **Care or supervision.** A public entity is not responsible for the care or supervision of a service animal.

• (f) **Inquiries.** A public entity shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. A public entity may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A public entity shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, a public entity may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

• (g) **Access to areas of a public entity.** Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

• (h) **Surcharges.** A public entity shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If a public entity normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.
• (i) Miniature horses.
  
  o (1) Reasonable modifications. A public entity shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability.

  o (2) Assessment factors. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a specific facility, a public entity shall consider—
    ▪ (i) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
    ▪ (ii) Whether the handler has sufficient control of the miniature horse;
    ▪ (iii) Whether the miniature horse is housebroken; and
    ▪ (iv) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

  o (3) Other requirements. Paragraphs 35.136 (c) through (h) of this section, which apply to service animals, shall also apply to miniature horses.

§ 35.137 Mobility devices.

• (a) Use of wheelchairs and manually-powered mobility aids. A public entity shall permit individuals with mobility disabilities to use wheelchairs and manually-powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use.

• (b)
  
  o (1) Use of other power-driven mobility devices. A public entity shall make reasonable modifications in its policies, practices, or procedures to permit the use of other power-driven mobility devices by individuals with mobility disabilities, unless the public entity can demonstrate that the class of other power-driven mobility devices cannot be operated in accordance with legitimate safety requirements that the public entity has adopted pursuant to § 35.130(h).

  o (2) Assessment factors. In determining whether a particular other power-driven mobility device can be allowed in a specific facility as a reasonable modification under paragraph (b)(1) of this section, a public entity shall consider—
(i) The type, size, weight, dimensions, and speed of the device;

(ii) The facility's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);

(iii) The facility's design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);

(iv) Whether legitimate safety requirements can be established to permit the safe operation of the other power-driven mobility device in the specific facility; and

(v) Whether the use of the other power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

(c)

(1) Inquiry about disability. A public entity shall not ask an individual using a wheelchair or other power-driven mobility device questions about the nature and extent of the individual's disability.

(2) Inquiry into use of other power-driven mobility device. A public entity may ask a person using an other power-driven mobility device to provide a credible assurance that the mobility device is required because of the person's disability. A public entity that permits the use of an other power-driven mobility device by an individual with a mobility disability shall accept the presentation of a valid, State-issued, disability parking placard or card, or other State-issued proof of disability as a credible assurance that the use of the other power-driven mobility device is for the individual's mobility disability. In lieu of a valid, State-issued disability parking placard or card, or State-issued proof of disability, a public entity shall accept as a credible assurance a verbal representation, not contradicted by observable fact, that the other power-driven mobility device is being used for a mobility disability. A “valid” disability placard or card is one that is presented by the individual to whom it was issued and is otherwise in compliance with the State of issuance's requirements for disability placards or cards.

§ 35.138 Ticketing

(a)
(1) For the purposes of this section, “accessible seating” is defined as wheelchair spaces and companion seats that comply with sections 221 and 802 of the 2010 Standards along with any other seats required to be offered for sale to the individual with a disability pursuant to paragraph (d) of this section.

(2) Ticket sales. A public entity that sells tickets for a single event or series of events shall modify its policies, practices, or procedures to ensure that individuals with disabilities have an equal opportunity to purchase tickets for accessible seating—

- (i) During the same hours;
- (ii) During the same stages of ticket sales, including, but not limited to, pre-sales, promotions, lotteries, wait-lists, and general sales;
- (iii) Through the same methods of distribution;
- (iv) In the same types and numbers of ticketing sales outlets, including telephone service, in-person ticket sales at the facility, or third-party ticketing services, as other patrons; and
- (v) Under the same terms and conditions as other tickets sold for the same event or series of events.

(b) Identification of available accessible seating. A public entity that sells or distributes tickets for a single event or series of events shall, upon inquiry—

- (1) Inform individuals with disabilities, their companions, and third parties purchasing tickets for accessible seating on behalf of individuals with disabilities of the locations of all unsold or otherwise available accessible seating for any ticketed event or events at the facility;
- (2) Identify and describe the features of available accessible seating in enough detail to reasonably permit an individual with a disability to assess independently whether a given accessible seating location meets his or her accessibility needs; and
- (3) Provide materials, such as seating maps, plans, brochures, pricing charts, or other information, that identify accessible seating and information relevant thereto with the same text or visual representations as other seats, if such materials are provided to the general public.

(c) Ticket prices. The price of tickets for accessible seating for a single event or series of events shall not be set higher than the price for other tickets in the same seating section for the same event or series of events. Tickets for accessible seating must be made available at all price levels for every event or series of
events. If tickets for accessible seating at a particular price level are not available because of inaccessible features, then the percentage of tickets for accessible seating that should have been available at that price level (determined by the ratio of the total number of tickets at that price level to the total number of tickets in the assembly area) shall be offered for purchase, at that price level, in a nearby or similar accessible location.

- (d) Purchasing multiple tickets.
  
  o (1) General. For each ticket for a wheelchair space purchased by an individual with a disability or a third-party purchasing such a ticket at his or her request, a public entity shall make available for purchase three additional tickets for seats in the same row that are contiguous with the wheelchair space, provided that at the time of purchase there are three such seats available. A public entity is not required to provide more than three contiguous seats for each wheelchair space. Such seats may include wheelchair spaces.

  o (2) Insufficient additional contiguous seats available. If patrons are allowed to purchase at least four tickets, and there are fewer than three such additional contiguous seat tickets available for purchase, a public entity shall offer the next highest number of such seat tickets available for purchase and shall make up the difference by offering tickets for sale for seats that are as close as possible to the accessible seats.

  o (3) Sales limited to less than four tickets. If a public entity limits sales of tickets to fewer than four seats per patron, then the public entity is only obligated to offer as many seats to patrons with disabilities, including the ticket for the wheelchair space, as it would offer to patrons without disabilities.

  o (4) Maximum number of tickets patrons may purchase exceeds four. If patrons are allowed to purchase more than four tickets, a public entity shall allow patrons with disabilities to purchase up to the same number of tickets, including the ticket for the wheelchair space.

  o (5) Group sales. If a group includes one or more individuals who need to use accessible seating because of a mobility disability or because their disability requires the use of the accessible features that are provided in accessible seating, the group shall be placed in a seating area with accessible seating so that, if possible, the group can sit together. If it is necessary to divide the group, it should be divided so that the individuals in the group who use wheelchairs are not isolated from their group.

- (e) Hold-and-release of tickets for accessible seating.
  
  o (1) Tickets for accessible seating may be released for sale in certain limited circumstances. A public entity may release unsold tickets for
accessible seating for sale to individuals without disabilities for their own use for a single event or series of events only under the following circumstances—

- (i) When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold;
- (ii) When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or
- (iii) When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category.

(2) *No requirement to release accessible tickets.* Nothing in this paragraph requires a facility to release tickets for accessible seating to individuals without disabilities for their own use.

(3) *Release of series-of-events tickets on a series-of-events basis.*

- (i) *Series-of-events tickets sell-out when no ownership rights are attached.* When series-of-events tickets are sold out and a public entity releases and sells accessible seating to individuals without disabilities for a series of events, the public entity shall establish a process that prevents the automatic reassignment of the accessible seating to such ticket holders for future seasons, future years, or future series so that individuals with disabilities who require the features of accessible seating and who become newly eligible to purchase tickets when these series-of-events tickets are available for purchase have an opportunity to do so.

- (ii) *Series-of-events tickets when ownership rights are attached.* When series-of-events tickets with an ownership right in accessible seating areas are forfeited or otherwise returned to a public entity, the public entity shall make reasonable modifications in its policies, practices, or procedures to afford individuals with mobility disabilities or individuals with disabilities that require the features of accessible seating an opportunity to purchase such tickets in accessible seating areas.

(f) *Ticket transfer.* Individuals with disabilities who hold tickets for accessible seating shall be permitted to transfer tickets to third parties under the same terms and conditions and to the same extent as other spectators holding the same type of tickets, whether they are for a single event or series of events.
• (g) **Secondary ticket market.**
  
  o (1) A public entity shall modify its policies, practices, or procedures to ensure that an individual with a disability may use a ticket acquired in the secondary ticket market under the same terms and conditions as other individuals who hold a ticket acquired in the secondary ticket market for the same event or series of events.

  o (2) If an individual with a disability acquires a ticket or series of tickets to an inaccessible seat through the secondary market, a public entity shall make reasonable modifications to its policies, practices, or procedures to allow the individual to exchange his ticket for one to an accessible seat in a comparable location if accessible seating is vacant at the time the individual presents the ticket to the public entity.

• (h) **Prevention of fraud in purchase of tickets for accessible seating.** A public entity may not require proof of disability, including, for example, a doctor's note, before selling tickets for accessible seating.

  o (1) **Single-event tickets.** For the sale of single-event tickets, it is permissible to inquire whether the individual purchasing the tickets for accessible seating has a mobility disability or a disability that requires the use of the accessible features that are provided in accessible seating, or is purchasing the tickets for an individual who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.

  o (2) **Series-of-events tickets.** For series-of-events tickets, it is permissible to ask the individual purchasing the tickets for accessible seating to attest in writing that the accessible seating is for a person who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.

  o (3) **Investigation of fraud.** A public entity may investigate the potential misuse of accessible seating where there is good cause to believe that such seating has been purchased fraudulently.

§ 35.139 **Direct threat.**

• (a) This part does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others.

• (b) In determining whether an individual poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.
Subpart C—Employment

§ 35.140 Employment discrimination prohibited

- (a) No qualified individual with a disability shall, on the basis of disability, be subjected to discrimination in employment under any service, program, or activity conducted by a public entity.

- (b)
  - (1) For purposes of this part, the requirements of title I of the Act, as established by the regulations of the Equal Employment Opportunity Commission in 29 CFR part 1630, apply to employment in any service, program, or activity conducted by a public entity if that public entity is also subject to the jurisdiction of title I.
  
  - (2) For the purposes of this part, the requirements of section 504 of the Rehabilitation Act of 1973, as established by the regulations of the Department of Justice in 28 CFR part 41, as those requirements pertain to employment, apply to employment in any service, program, or activity conducted by a public entity if that public entity is not also subject to the jurisdiction of title I.

§§ 35.141—35.148 [Reserved]

Subpart D—Program Accessibility

§ 35.149 Discrimination prohibited.

Except as otherwise provided in § 35.150, no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

§ 35.150 Existing facilities

- (a) General. A public entity shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This paragraph does not—
  
  - (1) Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
  
  - (2) Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
  
  - (3) Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In
those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

- (b) Methods.
  - (1) General. A public entity may comply with the requirements of this section through such means as redesign or acquisition of equipment, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities, use of accessible rolling stock or other conveyances, or any other methods that result in making its services, programs, or activities readily accessible to and usable by individuals with disabilities. A public entity is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section. A public entity, in making alterations to existing buildings, shall meet the accessibility requirements of § 35.151. In choosing among available methods for meeting the requirements of this section, a public entity shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.
  - (2)
    - (i) Safe harbor. Elements that have not been altered in existing facilities on or after March 15, 2012, and that comply with the corresponding technical and scoping specifications for those elements in either the 1991 Standards or in the Uniform Federal Accessibility Standards (UFAS), Appendix A to 41 CFR part 101–19.6 (July 1, 2002 ed.), 49 FR 31528, app. A (Aug. 7, 1984) are not required to be modified in order to comply with the requirements set forth in the 2010 Standards.
    - (ii) The safe harbor provided in § 35.150(b)(2)(i) does not apply to those elements in existing facilities that are subject to supplemental requirements (i.e., elements for which
there are neither technical nor scoping specifications in the 1991 Standards). Elements in the 2010 Standards not eligible for the element-by-element safe harbor are identified as follows—

- (A) *Residential facilities dwelling units*, sections 233 and 809.
- (B) *Amusement rides*, sections 234 and 1002; 206.2.9; 216.12.
- (C) *Recreational boating facilities*, sections 235 and 1003; 206.2.10.
- (D) *Exercise machines and equipment*, sections 236 and 1004; 206.2.13.
- (E) *Fishing piers and platforms*, sections 237 and 1005; 206.2.14.
- (F) *Golf facilities*, sections 238 and 1006; 206.2.15.
- (G) *Miniature golf facilities*, sections 239 and 1007; 206.2.16.
- (H) *Play areas*, sections 240 and 1008; 206.2.17.
- (I) *Saunas and steam rooms*, sections 241 and 612.
- (J) *Swimming pools, wading pools, and spas*, sections 242 and 1009.
- (K) *Shooting facilities with firing positions*, sections 243 and 1010.
- (L) *Miscellaneous*.
  - (1) *Team or player seating*, section 221.2.1.4.
  - (2) *Accessible route to bowling lanes*, section 206.2.11.
  - (3) *Accessible route in court sports facilities*, section 206.2.12.

- (3) *Historic preservation programs*. In meeting the requirements of §35.150(a) in historic preservation programs, a public entity shall give priority to methods that provide physical access to individuals with disabilities. In cases where a physical alteration to an historic property
is not required because of paragraph (a)(2) or (a)(3) of this section, alternative methods of achieving program accessibility include—

- (i) Using audio-visual materials and devices to depict those portions of an historic property that cannot otherwise be made accessible;

- (ii) Assigning persons to guide individuals with handicaps into or through portions of historic properties that cannot otherwise be made accessible; or

- (iii) Adopting other innovative methods.

(4) Swimming pools, wading pools, and spas. The requirements set forth in sections 242 and 1009 of the 2010 Standards shall not apply until January 31, 2013, if a public entity chooses to make structural changes to existing swimming pools, wading pools, or spas built before March 15, 2012, for the sole purpose of complying with the program accessibility requirements set forth in this section.

(c) Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible.

(d) Transition plan.

(1) In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.

(2) If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.
(3) The plan shall, at a minimum—

- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

(4) If a public entity has already complied with the transition plan requirement of a Federal agency regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this paragraph (d) shall apply only to those policies and practices that were not included in the previous transition plan.

§ 35.151 New construction and alterations

- (a) Design and construction.

(1) Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.

(2) Exception for structural impracticability.

- (i) Full compliance with the requirements of this section is not required where a public entity can demonstrate that it is structurally impracticable to meet the requirements. Full compliance will be considered structurally impracticable only in those rare circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features.

- (ii) If full compliance with this section would be structurally impracticable, compliance with this section is required to the extent that it is not structurally impracticable. In that case, any portion of the facility that can be made accessible shall be made accessible to the extent that it is not structurally impracticable.
(iii) If providing accessibility in conformance with this section to individuals with certain disabilities (e.g., those who use wheelchairs) would be structurally impracticable, accessibility shall nonetheless be ensured to persons with other types of disabilities, (e.g., those who use crutches or who have sight, hearing, or mental impairments) in accordance with this section.

(b) Alterations.

(1) Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.

(2) The path of travel requirements of § 35.151(b)(4) shall apply only to alterations undertaken solely for purposes other than to meet the program accessibility requirements of § 35.150.

(3) Path of travel. An alteration that affects or could affect the usability of or access to an area of a facility that contains a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area and the restrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless the cost and scope of such alterations is disproportionate to the cost of the overall alteration.

(i) Primary function. A “primary function” is a major activity for which the facility is intended. Areas that contain a primary function include, but are not limited to, the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out.
▪ (A) Mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, and corridors are not areas containing a primary function. Restrooms are not areas containing a primary function unless the provision of restrooms is a primary purpose of the area, e.g., in highway rest stops.

▪ (B) For the purposes of this section, alterations to windows, hardware, controls, electrical outlets, and signage shall not be deemed to be alterations that affect the usability of or access to an area containing a primary function.

(ii) A “path of travel” includes a continuous, unobstructed way of pedestrian passage by means of which the altered area may be approached, entered, and exited, and which connects the altered area with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility.

▪ (A) An accessible path of travel may consist of walks and sidewalks, curb ramps and other interior or exterior pedestrian ramps; clear floor paths through lobbies, corridors, rooms, and other improved areas; parking access aisles; elevators and lifts; or a combination of these elements.

▪ (B) For the purposes of this section, the term “path of travel” also includes the restrooms, telephones, and drinking fountains serving the altered area.

▪ (C) Safe harbor. If a public entity has constructed or altered required elements of a path of travel in accordance with the specifications in either the 1991 Standards or the Uniform Federal Accessibility Standards before March 15, 2012, the public entity is not required to retrofit such elements to reflect incremental changes in the 2010 Standards solely because of an alteration to a primary function area served by that path of travel.

(iii) Disproportionality.

▪ (A) Alterations made to provide an accessible path of travel to the altered area will be deemed
disproportionate to the overall alteration when the cost exceeds 20% of the cost of the alteration to the primary function area.

- (B) Costs that may be counted as expenditures required to provide an accessible path of travel may include:
  
  ▪ (1) Costs associated with providing an accessible entrance and an accessible route to the altered area, for example, the cost of widening doorways or installing ramps;
  
  ▪ (2) Costs associated with making restrooms accessible, such as installing grab bars, enlarging toilet stalls, insulating pipes, or installing accessible faucet controls;
  
  ▪ (3) Costs associated with providing accessible telephones, such as relocating the telephone to an accessible height, installing amplification devices, or installing a text telephone (TTY); and
  
  ▪ (4) Costs associated with relocating an inaccessible drinking fountain.

- (iv) **Duty to provide accessible features in the event of disproportionality.**

  - (A) When the cost of alterations necessary to make the path of travel to the altered area fully accessible is disproportionate to the cost of the overall alteration, the path of travel shall be made accessible to the extent that it can be made accessible without incurring disproportionate costs.

  - (B) In choosing which accessible elements to provide, priority should be given to those elements that will provide the greatest access, in the following order—
  
  ▪ (1) An accessible entrance;
  
  ▪ (2) An accessible route to the altered area;
▪ (3) At least one accessible restroom for each sex or a single unisex restroom;
▪ (4) Accessible telephones;
▪ (5) Accessible drinking fountains; and
▪ (6) When possible, additional accessible elements such as parking, storage, and alarms.

▪ (v) Series of smaller alterations.
  ▪ (A) The obligation to provide an accessible path of travel may not be evaded by performing a series of small alterations to the area served by a single path of travel if those alterations could have been performed as a single undertaking.
  ▪ (B)
    ▪ (1) If an area containing a primary function has been altered without providing an accessible path of travel to that area, and subsequent alterations of that area, or a different area on the same path of travel, are undertaken within three years of the original alteration, the total cost of alterations to the primary function areas on that path of travel during the preceding three-year period shall be considered in determining whether the cost of making that path of travel accessible is disproportionate.
    ▪ (2) Only alterations undertaken on or after March 15, 2011, shall be considered in determining if the cost of providing an accessible path of travel is disproportionate to the overall cost of the alterations.

▪ (c) Accessibility standards and compliance date.
  ▪ (1) If physical construction or alterations commence after July 26, 1992, but prior to September 15, 2010, then new construction and alterations subject to this section must comply with either the UFAS or
the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

(2) If physical construction or alterations commence on or after September 15, 2010, and before March 15, 2012, then new construction and alterations subject to this section may comply with one of the following: the 2010 Standards, UFAS, or the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

(3) If physical construction or alterations commence on or after March 15, 2012, then new construction and alterations subject to this section shall comply with the 2010 Standards.

(4) For the purposes of this section, ceremonial groundbreaking or razing of structures prior to site preparation do not commence physical construction or alterations.

(5) **Noncomplying new construction and alterations.**

- (i) Newly constructed or altered facilities or elements covered by §§ 35.151(a) or (b) that were constructed or altered before March 15, 2012, and that do not comply with the 1991 Standards or with UFAS shall before March 15, 2012, be made accessible in accordance with either the 1991 Standards, UFAS, or the 2010 Standards.

- (ii) Newly constructed or altered facilities or elements covered by §§ 35.151(a) or (b) that were constructed or altered before March 15, 2012 and that do not comply with the 1991 Standards or with UFAS shall, on or after March 15, 2012, be made accessible in accordance with the 2010 Standards.
Appendix to § 35.151(c)

<table>
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<th>Compliance Date for New Construction or Alterations</th>
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<td>On or after March 15, 2012</td>
<td>2010 Standards</td>
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- (d) **Scope of coverage.** The 1991 Standards and the 2010 Standards apply to fixed or built-in elements of buildings, structures, site improvements, and pedestrian routes or vehicular ways located on a site. Unless specifically stated otherwise, the advisory notes, appendix notes, and figures contained in the 1991 Standards and the 2010 Standards explain or illustrate the requirements of the rule; they do not establish enforceable requirements.

- (e) **Social service center establishments.** Group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units that are subject to this section shall comply with the provisions of the 2010 Standards applicable to residential facilities, including, but not limited to, the provisions in sections 233 and 809.

  - (1) In sleeping rooms with more than 25 beds covered by this section, a minimum of 5% of the beds shall have clear floor space complying with section 806.2.3 of the 2010 Standards.

  - (2) Facilities with more than 50 beds covered by this section that provide common use bathing facilities, shall provide at least one roll-in shower with a seat that complies with the relevant provisions of section 608 of the 2010 Standards. Transfer-type showers are not permitted in lieu of a roll-in shower with a seat, and the exceptions in sections 608.3 and 608.4 for residential dwelling units are not permitted. When separate shower facilities are provided for men and for women, at least one roll-in shower shall be provided for each group.

- (f) **Housing at a place of education.** Housing at a place of education that is subject to this section shall comply with the provisions of the 2010 Standards applicable to transient lodging, including, but not limited to, the requirements for transient lodging guest rooms in sections 224 and 806 subject to the following exceptions. For the purposes of the application of this section, the term "sleeping room" is intended to be used interchangeably with the term "guest room" as it is used in the transient lodging standards.
(1) Kitchens within housing units containing accessible sleeping rooms with mobility features (including suites and clustered sleeping rooms) or on floors containing accessible sleeping rooms with mobility features shall provide turning spaces that comply with section 809.2.2 of the 2010 Standards and kitchen work surfaces that comply with section 804.3 of the 2010 Standards.

(2) Multi-bedroom housing units containing accessible sleeping rooms with mobility features shall have an accessible route throughout the unit in accordance with section 809.2 of the 2010 Standards.

(3) Apartments or townhouse facilities that are provided by or on behalf of a place of education, which are leased on a year-round basis exclusively to graduate students or faculty, and do not contain any public use or common use areas available for educational programming, are not subject to the transient lodging standards and shall comply with the requirements for residential facilities in sections 233 and 809 of the 2010 Standards.

(g) Assembly areas. Assembly areas subject to this section shall comply with the provisions of the 2010 Standards applicable to assembly areas, including, but not limited to, sections 221 and 802. In addition, assembly areas shall ensure that—

(1) In stadiums, arenas, and grandstands, wheelchair spaces and companion seats are dispersed to all levels that include seating served by an accessible route;

(2) Assembly areas that are required to horizontally disperse wheelchair spaces and companion seats by section 221.2.3.1 of the 2010 Standards and have seating encircling, in whole or in part, a field of play or performance area shall disperse wheelchair spaces and companion seats around that field of play or performance area;

(3) Wheelchair spaces and companion seats are not located on (or obstructed by) temporary platforms or other movable structures, except that when an entire seating section is placed on temporary platforms or other movable structures in an area where fixed seating is not provided, in order to increase seating for an event, wheelchair spaces and companion seats may be placed in that section. When wheelchair spaces and companion seats are not required to accommodate persons eligible for those spaces and seats, individual, removable seats may be placed in those spaces and seats;

(4) Stadium-style movie theaters shall locate wheelchair spaces and companion seats on a riser or cross-aisle in the stadium section that satisfies at least one of the following criteria—

(i) It is located within the rear 60% of the seats provided in an auditorium; or
• (ii) It is located within the area of an auditorium in which the vertical viewing angles (as measured to the top of the screen) are from the 40th to the 100th percentile of vertical viewing angles for all seats as ranked from the seats in the first row (1st percentile) to seats in the back row (100th percentile).

• (h) Medical care facilities. Medical care facilities that are subject to this section shall comply with the provisions of the 2010 Standards applicable to medical care facilities, including, but not limited to, sections 223 and 805. In addition, medical care facilities that do not specialize in the treatment of conditions that affect mobility shall disperse the accessible patient bedrooms required by section 223.2.1 of the 2010 Standards in a manner that is proportionate by type of medical specialty.

• (i) Curb ramps.
  o (1) Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.
  o (2) Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways.

• (j) Facilities with residential dwelling units for sale to individual owners.
  o (1) Residential dwelling units designed and constructed or altered by public entities that will be offered for sale to individuals shall comply with the requirements for residential facilities in the 2010 Standards including sections 233 and 809.
  o (2) The requirements of paragraph (1) also apply to housing programs that are operated by public entities where design and construction of particular residential dwelling units take place only after a specific buyer has been identified. In such programs, the covered entity must provide the units that comply with the requirements for accessible features to those pre-identified buyers with disabilities who have requested such a unit.

• (k) Detention and correctional facilities.
  o (1) New construction of jails, prisons, and other detention and correctional facilities shall comply with the 2010 Standards except that public entities shall provide accessible mobility features complying with section 807.2 of the 2010 Standards for a minimum of 3%, but no fewer than one, of the total number of cells in a facility. Cells with mobility features shall be provided in each classification level.
  o (2) Alterations to detention and correctional facilities. Alterations to jails, prisons, and other detention and correctional facilities shall
comply with the 2010 Standards except that public entities shall provide accessible mobility features complying with section 807.2 of the 2010 Standards for a minimum of 3%, but no fewer than one, of the total number of cells being altered until at least 3%, but no fewer than one, of the total number of cells in a facility shall provide mobility features complying with section 807.2. Altered cells with mobility features shall be provided in each classification level. However, when alterations are made to specific cells, detention and correctional facility operators may satisfy their obligation to provide the required number of cells with mobility features by providing the required mobility features in substitute cells (cells other than those where alterations are originally planned), provided that each substitute cell—

- (i) Is located within the same prison site;
- (ii) Is integrated with other cells to the maximum extent feasible;
- (iii) Has, at a minimum, equal physical access as the altered cells to areas used by inmates or detainees for visitation, dining, recreation, educational programs, medical services, work programs, religious services, and participation in other programs that the facility offers to inmates or detainees; and,
- (iv) If it is technically infeasible to locate a substitute cell within the same prison site, a substitute cell must be provided at another prison site within the corrections system.

(3) With respect to medical and long-term care facilities in jails, prisons, and other detention and correctional facilities, public entities shall apply the 2010 Standards technical and scoping requirements for those facilities irrespective of whether those facilities are licensed.

§ 35.152 Jails, detention and correctional facilities, and community correctional facilities.

- (a) General. This section applies to public entities that are responsible for the operation or management of adult and juvenile justice jails, detention and correctional facilities, and community correctional facilities, either directly or through contractual, licensing, or other arrangements with public or private entities, in whole or in part, including private correctional facilities.

- (b) Discrimination prohibited.

  (1) Public entities shall ensure that qualified inmates or detainees with disabilities shall not, because a facility is inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be
denied the benefits of, the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.

(2) Public entities shall ensure that inmates or detainees with disabilities are housed in the most integrated setting appropriate to the needs of the individuals. Unless it is appropriate to make an exception, a public entity—

- (i) Shall not place inmates or detainees with disabilities in inappropriate security classifications because no accessible cells or beds are available;
- (ii) Shall not place inmates or detainees with disabilities in designated medical areas unless they are actually receiving medical care or treatment;
- (iii) Shall not place inmates or detainees with disabilities in facilities that do not offer the same programs as the facilities where they would otherwise be housed; and
- (iv) Shall not deprive inmates or detainees with disabilities of visitation with family members by placing them in distant facilities where they would not otherwise be housed.

(3) Public entities shall implement reasonable policies, including physical modifications to additional cells in accordance with the 2010 Standards, so as to ensure that each inmate with a disability is housed in a cell with the accessible elements necessary to afford the inmate access to safe, appropriate housing.

§§ 35.153—35.159 [Reserved]

Subpart E—Communications

§ 35.160 General.

(a) A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.

(b) For purposes of this section, “companion” means a family member, friend, or associate of an individual seeking access to a service, program, or activity of a public entity, who, along with such individual, is an appropriate person with whom the public entity should communicate.
o (1) A public entity shall furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.

o (2) The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. In determining what types of auxiliary aids and services are necessary, a public entity shall give primary consideration to the requests of individuals with disabilities. In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.

• (c)

o (1) A public entity shall not require an individual with a disability to bring another individual to interpret for him or her.

o (2) A public entity shall not rely on an adult accompanying an individual with a disability to interpret or facilitate communication except—

- (i) In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or

- (ii) Where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

o (3) A public entity shall not rely on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.

• (d) **Video remote interpreting (VRI) services.** A public entity that chooses to provide qualified interpreters via VRI services shall ensure that it provides—

o (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;

o (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating
individual's face, arms, hands, and fingers, regardless of his or her body position;

- (3) A clear, audible transmission of voices; and

- (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

§ 35.161 Telecommunications.

- (a) Where a public entity communicates by telephone with applicants and beneficiaries, text telephones (TTYs) or equally effective telecommunications systems shall be used to communicate with individuals who are deaf or hard of hearing or have speech impairments.

- (b) When a public entity uses an automated-attendant system, including, but not limited to, voice mail and messaging, or an interactive voice response system, for receiving and directing incoming telephone calls, that system must provide effective real-time communication with individuals using auxiliary aids and services, including TTYs and all forms of FCC-approved telecommunications relay system, including Internet-based relay systems.

- (c) A public entity shall respond to telephone calls from a telecommunications relay service established under title IV of the ADA in the same manner that it responds to other telephone calls.

§ 35.162 Telephone emergency services

Telephone emergency services, including 911 services, shall provide direct access to individuals who use TDD’s and computer modems.

§ 35.163 Information and signage

- (a) A public entity shall ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities.

- (b) A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a facility.

§ 35.164 Duties

This subpart does not require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or
activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with this subpart would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of the public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action required to comply with this subpart would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the public entity.

§§ 35.165—35.169 [Reserved]

Subpart F—Compliance Procedures

§ 35.170 Complaints

- (a) Who may file. An individual who believes that he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by a public entity may, by himself or herself or by an authorized representative, file a complaint under this part.

- (b) Time for filing. A complaint must be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the designated agency for good cause shown. A complaint is deemed to be filed under this section on the date it is first filed with any Federal agency.

- (c) Where to file. An individual may file a complaint with any agency that he or she believes to be the appropriate agency designated under subpart G of this part, or with any agency that provides funding to the public entity that is the subject of the complaint, or with the Department of Justice for referral as provided in §35.171(a)(2).

§ 35.171 Acceptance of complaints

- (a) Receipt of complaints.
  
  o (1)
   
   - (i) Any Federal agency that receives a complaint of discrimination on the basis of disability by a public entity shall promptly review the complaint to determine whether it has jurisdiction over the complaint under section 504.

   - (ii) If the agency does not have section 504 jurisdiction, it shall promptly determine whether it is the designated agency under subpart G of this part responsible for complaints filed against that public entity.
(b) Employment complaints.

- (1) If a complaint alleges employment discrimination subject to title I of the Act, and the agency has section 504 jurisdiction, the agency shall follow the procedures issued by the Department of Justice and the Equal Employment Opportunity Commission under section 107(b) of the Act.

- (2) If a complaint alleges employment discrimination subject to title I of the Act, and the designated agency does not have section 504 jurisdiction, the agency shall refer the complaint to the Equal Employment Opportunity Commission for processing under title I of the Act.

- (3) Complaints alleging employment discrimination subject to this part, but not to title I of the Act shall be processed in accordance with the procedures established by this subpart.
o (1) A designated agency shall accept all complete complaints under this section and shall promptly notify the complainant and the public entity of the receipt and acceptance of the complaint.

o (2) If the designated agency receives a complaint that is not complete, it shall notify the complainant and specify the additional information that is needed to make the complaint a complete complaint. If the complainant fails to complete the complaint, the designated agency shall close the complaint without prejudice.

§ 35.172 Investigations and compliance reviews.

- (a) The designated agency shall investigate complaints for which it is responsible under § 35.171.

- (b) The designated agency may conduct compliance reviews of public entities in order to ascertain whether there has been a failure to comply with the nondiscrimination requirements of this part.

- (c) Where appropriate, the designated agency shall attempt informal resolution of any matter being investigated under this section, and, if resolution is not achieved and a violation is found, issue to the public entity and the complainant, if any, a Letter of Findings that shall include—
  o (1) Findings of fact and conclusions of law;
  o (2) A description of a remedy for each violation found (including compensatory damages where appropriate); and
  o (3) Notice of the rights and procedures available under paragraph (d) of this section and §§ 35.173 and 35.174.

- (d) At any time, the complainant may file a private suit pursuant to section 203 of the Act, 42 U.S.C. 12133, whether or not the designated agency finds a violation.

§ 35.173 Voluntary compliance agreements

- (a) When the designated agency issues a noncompliance Letter of Findings, the designated agency shall—
  o (1) Notify the Assistant Attorney General by forwarding a copy of the Letter of Findings to the Assistant Attorney General; and
  o (2) Initiate negotiations with the public entity to secure compliance by voluntary means.

- (b) Where the designated agency is able to secure voluntary compliance, the voluntary compliance agreement shall—
  o (1) Be in writing and signed by the parties;
  o (2) Address each cited violation;
(3) Specify the corrective or remedial action to be taken, within a stated period of time, to come into compliance;

(4) Provide assurance that discrimination will not recur; and

(5) Provide for enforcement by the Attorney General.

§ 35.174 Referral.

If the public entity declines to enter into voluntary compliance negotiations or if negotiations are unsuccessful, the designated agency shall refer the matter to the Attorney General with a recommendation for appropriate action.

§ 35.175 Attorney’s fees.

In any action or administrative proceeding commenced pursuant to the Act or this part, the court or agency, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney’s fee, including litigation expenses, and costs, and the United States shall be liable for the foregoing the same as a private individual.

§ 35.176 Alternative means of dispute resolution.

Where appropriate and to the extent authorized by law, the use of alternative means of dispute resolution, including settlement negotiations, conciliation, facilitation, mediation, factfinding, minitrials, and arbitration, is encouraged to resolve disputes arising under the Act and this part.

§ 35.177 Effect of unavailability of technical assistance.

A public entity shall not be excused from compliance with the requirements of this part because of any failure to receive technical assistance, including any failure in the development or dissemination of any technical assistance manual authorized by the Act.

§ 35.178 State immunity.

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in Federal or State court of competent jurisdiction for a violation of this Act. In any action against a State for a violation of the requirements of this Act, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

§§ 35.179—35.189 [Reserved]
Subpart G—Designated Agencies

§ 35.190 Designated Agencies.

- (a) The Assistant Attorney General shall coordinate the compliance activities of Federal agencies with respect to State and local government components, and shall provide policy guidance and interpretations to designated agencies to ensure the consistent and effective implementation of the requirements of this part.

- (b) The Federal agencies listed in paragraph (b)(1)-(8) of this section shall have responsibility for the implementation of subpart F of this part for components of State and local governments that exercise responsibilities, regulate, or administer services, programs, or activities in the following functional areas.
  
  o (1) Department of Agriculture: All programs, services, and regulatory activities relating to farming and the raising of livestock, including extension services.
  
  o (2) Department of Education: All programs, services, and regulatory activities relating to the operation of elementary and secondary education systems and institutions, institutions of higher education and vocational education (other than schools of medicine, dentistry, nursing, and other health-related schools), and libraries.
  
  o (3) Department of Health and Human Services: All programs, services, and regulatory activities relating to the provision of health care and social services, including schools of medicine, dentistry, nursing, and other health-related schools, the operation of health care and social service providers and institutions, including "grass-roots" and community services organizations and programs, and preschool and daycare programs.
  
  o (4) Department of Housing and Urban Development: All programs, services, and regulatory activities relating to state and local public housing, and housing assistance and referral.
  
  o (5) Department of Interior: All programs, services, and regulatory activities relating to lands and natural resources, including parks and recreation, water and waste management, environmental protection, energy, historic and cultural preservation, and museums.
  
  o (6) Department of Justice: All programs, services, and regulatory activities relating to law enforcement, public safety, and the administration of justice, including courts and correctional institutions; commerce and industry, including general economic development, banking and finance, consumer protection, insurance, and small business; planning, development, and regulation (unless assigned to other designated agencies); state and local government support services (e.g., audit, personnel, comptroller, administrative services);
all other government functions not assigned to other designated agencies.

- (7) **Department of Labor**: All programs, services, and regulatory activities relating to labor and the work force.

- (8) **Department of Transportation**: All programs, services, and regulatory activities relating to transportation, including highways, public transportation, traffic management (non-law enforcement), automobile licensing and inspection, and driver licensing.

- (c) Responsibility for the implementation of subpart F of this part for components of State or local governments that exercise responsibilities, regulate, or administer services, programs, or activities relating to functions not assigned to specific designated agencies by paragraph (b) of this section may be assigned to other specific agencies by the Department of Justice.

- (d) If two or more agencies have apparent responsibility over a complaint, the Assistant Attorney General shall determine which one of the agencies shall be the designated agency for purposes of that complaint.

- (e) When the Department receives a complaint directed to the Attorney General alleging a violation of this part that may fall within the jurisdiction of a designated agency or another Federal agency that may have jurisdiction under section 504, the Department may exercise its discretion to retain the complaint for investigation under this part.

§§ 35.191—35.999 [Reserved]
Appendix B. California Government Code 12926
California Government Code 12926

(i) “Medical condition” means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer.

(2) Genetic characteristics. For purposes of this section, “genetic characteristics” means either of the following:

(A) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or that person’s offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(B) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or that person’s offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

(j) “Mental disability” includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) “Limits” shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) “Major life activities” shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).

“Mental disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.
(k) “Military and veteran status” means a member or veteran of the United States Armed Forces, United States Armed Forces Reserve, the United States National Guard, and the California National Guard.

(l) “On the bases enumerated in this part” means or refers to discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

(m) “Physical disability” includes, but is not limited to, all of the following:

1. Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:
   
   (A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.
   
   (B) Limits a major life activity. For purposes of this section:
   
   (i) “Limits” shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

   (ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

   (iii) “Major life activities” shall be broadly construed and includes physical, mental, and social activities and working.

2. Any other health impairment not described in paragraph (1) that requires special education or related services.

3. Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

4. Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

5. Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

6. “Physical disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(n) Notwithstanding subdivisions (j) and (m), if the definition of “disability” used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by
reference into, and shall prevail over conflicting provisions of, the definitions in subdivisions (j) and (m).
Appendix C. *California Government Code 11135*
California Government Code 11135

GOVERNMENT CODE – GOV

1.1.1.1 TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980]
   (Title 2 enacted by Stats. 1943, Ch. 134.)

1.1.1.2 DIVISION 3. EXECUTIVE DEPARTMENT [11000 - 15986]
   (Division 3 added by Stats. 1945, Ch. 111.)

1.1.1.3 PART 1. STATE DEPARTMENTS AND AGENCIES [11000 - 11898]
   (Part 1 added by Stats. 1945, Ch. 111.)

1.1.1.4 CHAPTER 1. State Agencies [11000 - 11148.5]
   (Chapter 1 added by Stats. 1945, Ch. 111.)

1.1.1.4.1 ARTICLE 9.5. Discrimination [11135 - 11139.8]
   (Article 9.5 added by Stats. 1977, Ch. 972.)

(a) No person in the State of California shall, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state. Notwithstanding Section 11000, this section applies to the California State University.

(b) With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

(c) The protected bases referenced in this section have the same meanings as those terms are defined in Section 12926.

(d) The protected bases used in this section include a perception that a person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.
(Amended by Stats. 2016, Ch. 870, Sec. 4. (SB 1442) Effective January 1, 2017.)
Appendix D. *California Government Code 4450*
California Government Code 4450

1.1.1.5 GOVERNMENT CODE – GOV

1.1.1.6 TITLE 1. GENERAL [100 - 7914]

(Title 1 enacted by Stats. 1943, Ch. 134.)

1.1.1.7 DIVISION 5. PUBLIC WORK AND PUBLIC PURCHASES [4000 - 4563]

(Division 5 enacted by Stats. 1943, Ch. 134.)

1.1.1.7.1 CHAPTER 7. Access to Public Buildings by Physically Handicapped Persons [4450 - 4461]

(Chapter 7 added by Stats. 1968, Ch. 261.)

1.1.1.7.1.1 4450.

(a) It is the purpose of this chapter to ensure that all buildings, structures, sidewalks, curbs, and related facilities, constructed in this state by the use of state, county, or municipal funds, or the funds of any political subdivision of the state shall be accessible to and usable by persons with disabilities.

(b) The State Architect shall develop and submit proposed building standards to the California Building Standards Commission for approval and adoption pursuant to Chapter 4 (commencing with Section 18935) of Part 2.5 of Division 13 of the Health and Safety Code and shall develop other regulations for making buildings, structures, sidewalks, curbs, and related facilities accessible to and usable by persons with disabilities. The regulations and building standards relating to access for persons with disabilities shall be consistent with the standards for buildings and structures that are contained in pertinent provisions of the latest edition of the selected model code, as adopted by the California Building Standards Commission, and these regulations and building standards shall contain additional requirements relating to buildings, structures, sidewalks, curbs, and other related facilities the State Architect determines are necessary to assure access and usability for persons with disabilities. In developing and revising these additional requirements, the State Architect shall consult with the Department of Rehabilitation, the League of California Cities, the California State Association of Counties, and at least one private organization representing and comprised of persons with disabilities.

(c) In no case shall the State Architect’s regulations and building standards prescribe a lesser standard of accessibility or usability than provided by the Accessibility Guidelines prepared by the federal Access Board as adopted by the United States Department of Justice to implement the Americans with Disabilities Act of 1990 (Public Law 101-336).

(d) On or before December 31, 2010, the Division of the State Architect shall prepare and submit to the United States Department of Justice for certification proposed amendments to Part 2 of Title 24 of the California Code of
Regulations that would ensure California’s building standards for disability access in commercial occupancies are consistent with the federal regulations cited in subdivision (c).

(Amended by Stats. 2008, Ch. 549, Sec. 5. Effective January 1, 2009.)
Appendix E. City of Pico Rivera Notice of ADA Compliance
City of Pico Rivera
ADA Notice Dissemination Plan

Title II of the ADA, 28 CFR 35.106 requires that the City of Pico Rivera produce and disseminate a notice of their ADA compliance.

The notice should be written clearly without undue complication. It should discuss what ADA requirements the entity is held to, the name of the ADA Coordinator, and provide current contact information enabling an individual to contact the ADA Coordinator. The notice should cover areas regarding:

- Employment;
- Effective Communication;
- Making reasonable modification to policies and programs;
- An explanation of the non-surcharge requirement concerning the provision of auxiliary aides and services; and
- Information regarding the grievance process.

In considering how to disseminate this document, the City should identify the impacted parties who would have an interest in the notice. The notice dissemination plan should address the frequency of notice dissemination. Methods of dissemination may include:

- The City’s website;
- Local Newspaper(s);
- City Publications;
- Posters on City facilities;
- Inclusion of notice for special activities;
- Within transportation systems provided by the City;
- Within Disability Advisory Council meetings and materials; and
- Other forms in which impacted stakeholders might be present.

Not all of the above notice dissemination methodologies may be necessary to effectively disseminate the notice. It is recommended that the City have a Notice Dissemination Plan that is well thought out to ensure full notice is provided City-wide at appropriate intervals.
City of Pico Rivera

Notice of Compliance under ADA & California State Law

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990, the Americans with Disabilities Amendments Act of 2008, the Fair Employment & Housing Act (FEHA), California Government Code Section 11135 and other applicable codes, the City of Pico Rivera does not discriminate against individuals on the basis of disability in its services, programs or activities.

**Employment:** The City of Pico Rivera does not discriminate on the basis of disability in its hiring or employment practices and will comply with the Fair Employment and Housing Act, as well as Title I of the ADA, including the regulations promulgated by the U.S. Equal Employment Opportunity Commission (EEOC), including the requirement to provide reasonable accommodations.

**Effective Communication:** The City of Pico Rivera will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities, including sign language interpreters, documents in Braille, and other alternate formats to ensure information and communication is accessible to people who have speech, hearing, vision, or cognitive impairments so they can participate equally in the programs, services and activities.

**Modification to Policies and Procedures:** The City of Pico Rivera will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to participate in all of its programs, services and activities. For example, individuals with service animals behaving within applicable standards are welcome in offices and City facilities, even when pets are generally prohibited.

Anyone who requires auxiliary aides and services for effective communication, or a modification of policies or procedures to participate in a program, service or activity in the City of Pico Rivera, should communicate with the responsible Department contact as soon as possible, but no later than 48 hours before the scheduled event.

Neither the ADA, nor State law requires the City of Pico Rivera to take action that would fundamentally alter the nature of its programs, activities or services, or impose an undue financial or administrative burden. Complaints that a program, activity or service of the City of Pico Rivera are not accessible should be directed to the **ADA Coordinator, Luisa Najera, 6615 Passons Boulevard, Pico Rivera CA 90660, 562-801-4396 (voice), or 711, (California Relay), lnajera@pico-rivera.org**
The City of Pico Rivera will not place a surcharge on a particular individual with a disability or a group of individuals with disabilities to cover the cost of providing auxiliary aids and services or making a reasonable modification to a policy to create access.
Appendix F. ADA Grievance Procedure for the City of Pico Rivera
Grievance Procedure Under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. It may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by the City of Pico Rivera. The City's Disability Discrimination Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination, such as name, address, phone number of the complainant, and location, date and a description of the problem(s). The City's Grievance Procedure form is available online at www.pico-rivera.org or at the City of Pico Rivera located at City Hall, 6615 Passons Boulevard, Pico Rivera CA 90660. Alternative means of filing a complaint, such as personal interviews or a tape recording the complaint, are available to persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation to:

Luisa Najera
Citywide ADA Coordinator
6615 Passons Boulevard
Pico Rivera CA 90660
TEL 562-801-4396
lnajera@pico-rivera.org
California Relay, 711

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will schedule a meeting with the complainant to discuss the complaint and possible resolutions. After an investigation and review, the ADA Coordinator will respond in writing and, where appropriate, in a format accessible to the complainant. The response will explain the City’s position on the issue and offer options for substantive resolution of the complaint. If the response by ADA Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager.

After receiving the appeal, the City Manager or his/her designee will review the appeal and the ADA Coordinator findings. Within a reasonable period, after a review, the City Manager or his/her designee will respond in writing and, where appropriate in a format that is accessible to the complainant, with a final resolution to the complaint.
All written complaints received by Luisa Najera or his/her designee, appeals to the City Manager or his/her designee, and responses from these two offices, will be retained by the City for at least three years.
Appendix G. Roster of City of Pico Rivera Staff Who Contributed to the Report
City Manager's Office

Katherine Fuentes – Assistant City Manager

City Clerk's Office

Anna Jerome – City Clerk

Community and Economic Development

Julia Gonzalez – Deputy Director

Finance / Human Resources / Risk Management / Information Technology

Luisa Najera - Senior Analyst
Paul Gandara - IT Technician

Parks and Recreation / Media & Communications

Sonya Patterson – Interim Director
Kaili Torres – Senior Analyst

Public Works / Engineering

Luis Osuna – Assistant City Engineer
Monica Heredia - Deputy Director/City Engineer
Carlos Del Toro – Public Works Supervisor
Appendix H. Resources
Federal Resources

The United States Department of Justice

Scope of services:
Technical assistance
Enforcement
Mediation
Regulations
Certification of state and local building codes

US Department of Justice
950 Pennsylvania Ave. NW.
Civil Rights Division
Disability Rights Section – NYA
Washington, DC 20530

202-307-0663
800-514-0301, Technical Assistance Voice
800-513-0383 (TTY)
ADA.gov

Equal Employment Opportunity Commission

Scope of services Employment
Technical assistance
Enforcement
Training
Regulations
Mediation

800-669-4000
800-669-6820 (TTY)
eeoc.gov
United States Access Board

Scope of services:
Creation of guidelines and standards
Training
Enforcement of the ABA
Research

United States Access Board
1331 F St. NW., Suite 1000
Washington DC, 20004-1111

800-272-0008, voice
800-872-2253 (TTY)
Info@access-board.gov
https://www.access-board.gov/

Jobs Accommodation Network (JAN)

Scope of services accommodation related
Consultation
Technical assistance
Training

Mailing address:
Job Accommodation Network
PO Box 6080
Morgantown, WV 26506-6080

800-526-7234, Voice
800-ADA-work, Voice
877781-9403, TTY
Askjan.org
California State Resources

The Department of Fair Employment and Housing

Scope of services:
Training
Mediation
Enforcement

2218 Kaiden Drive, Suite 100
Elk Grove, CA 95758

800-884-1684, Voice
800-700-2320 (TTY)
DFEH.ca.gov

California Department of Rehabilitation, (Disability Services Section)

Scope of services:
Training
Technical assistance

721 Capital Mall
Sacramento, CA 95814

Voice: 1-916-558-5755
TTY: 1-844-729-2800
https://www.dor.ca.gov/Home/DisabilityAccessServices

California Commission on Disability Access

Scope of services:
Technical assistance

400 R St., Suite 310
Sacramento CA 95811

916-319-9974
711, California Relay
ccda.ca.gov
Appendix I. Access Compliance Survey Reports

The Access Compliance Survey Reports are available for review upon request.

Note: Request for information may require the plan to be readily available in accessible format(s) other than the current editable excel format (i.e. Word, PDF, font size). Jensen Hughes suggests that options are provided to requestors within a reasonable timeframe.
NOTICE OF PUBLIC HEARING
BY THE CITY OF PICO RIVERA
REGARDING THE
AMERICAN WITH DISABILITIES ACT SELF EVALUATION AND TRANSITION PLAN

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Pico Rivera City Council to consider the adoption of and accept public comments on its draft American with Disabilities Act (ADA) Self Evaluation and Transition Plan, which was prepared by Jensen Hughes Consultants for the City of Pico Rivera, evaluating city programs and services as well as physical barriers to those with disabilities. This ADA Self Evaluation and Transition Plan was developed in compliance with the Federal ADA Act and with applicable sections of the Government Code of the State of California.

The information for the public hearing is as follows:

WHEN: April 26, 2022
TIME: 6:00 pm
WHERE: City Hall Council Chambers
6615 Passons Boulevard
Pico Rivera, CA 90660
TELEPHONE: (562) 801-4389

PERSONS INTERESTED IN THIS MATTER may correspond with the City Clerk’s Office by using the email address provided below. If you challenge the consideration of adoption of the proposed plan in court, you may be limited to raising only those issues you or someone else raised at the public hearing by correspondence email that was sent to the City Clerk’s Office prior to the public hearing. Copies of all relevant material are available for inspection upon request in the Office of the City Clerk in the City of Pico Rivera, City Hall at 6615 Passons Boulevard, Pico Rivera, California.

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom’s Executive Order N-25-20 and N-29-20. City Council meetings can be attended in person or viewed live on CTV3 and the City’s Website at www.pico-rivera.org. If you wish to submit a public comment on this matter, you may do so in advance by sending an email to the City Clerk’s Office at publiccomments@pico-rivera.org prior to 4:00 p.m. on the day of the meeting. Please provide your name and reference the subject matter “ADA Self Evaluation and Transition Plan.”

In compliance with the Americans with Disability Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Anna M. Jerome at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special request must be made in a reasonable amount of time in order that accommodations can be arranged.

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In compliance with the Americans with Disability Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please contact Anna M. Jerome at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special request must be made in a reasonable amount of time in order that accommodations can be arranged.

Published at Los Cerritos Community News 4/15/22
Tuesday, April 12, 2022

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

Mayor/President Dr. Sanchez called the regular meeting to order at 6:03 p.m. on behalf of the City Council and Water Authority.

PRESENT: Camacho, Elias, Lara, Lutz, Sanchez
ABSENT: None

INVOCATION: Delivered by Councilmember Lara

PLEDGE OF ALLEGIANCE: Led by Eagle Scout Anthony Franco

SPECIAL PRESENTATION(S):

- Certificate of Recognition presented to Eagle Scout Anthony Franco

PUBLIC COMMENTS:

Lauren Talbott, Pico Rivera Library Manager:
- Addressed the City Council regarding the Library’s upcoming events and activities.

The following speakers addressed the City Council regarding public parking concerns on Durfee Avenue and the north side of Pico Rivera:
- Rachel Duran
- Lorraine McGhghy
- Martin Morones, American Legion Post 341 Commander

Jose Sanchez:
- Addressed the City Council regarding the thumping, vibration and jolting on Rosemead Boulevard due to a trench repair.

In regard to Mr. Sanchez’ public comment, Public Works Interim Director Rodrigue stated that the permanent repair to the trench on Rosemead Boulevard is expected to begin in two weeks once the current project with SiFi Network is complete.

Mayor Dr. Sanchez asked staff to look into the Durfee Avenue corridor uses to assist in the parking concerns addressed by the speakers.

CONSENT CALENDAR ITEMS:
City Council:

1. **Minutes:**
   - Approved City Council meeting of March 22, 2022

2. **Approved 16th Warrant Register of the 2021-2022 Fiscal Year.**
   - Check Numbers: 289122-289132; 289133-289179; 289180-289228; 289229-289279
   - Special Check Numbers: None

3. **Approve a Five-Year General Services Agreement with Los Angeles County.**
   - Approved Resolution No. 7164 ratifying a five-year General Services Agreement (GSA) with Los Angeles County.

   Resolution No. 7164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR A FIVE-YEAR PERIOD

   Agreement No. 22-2079

4. **Approve Amendment No. 2 and Amendment 3 to Contractual Services Agreement No. 19-1876 with Tanko Lighting, Inc.**
   - Approved Amendment No. 2 to Contractual Services Agreement No. 19-1876 with Tanko Lighting, Inc. increasing the contract amount by $70,000;
   - Approved Amendment No. 3 and Exhibit B to Contractual Services Agreement No. 19-1876 with Tanko Lighting, Inc. for 3 years in the amount of $180,000 per year for Ongoing Operation and Maintenance services for the City’s streetlight system; and
   - Authorized the City Manager to execute Amendments No. 2 and 3.

   Agreement No. 19-1876-2 and 19-1876-3

5. **Fiscal Year 2020-21 General Fund Year-End Surplus Allocation.**
   - Approved a Budget Adjustment allocating the fiscal year (FY) 2020-21 General Fund operating surplus of $8,025,393.

6. **Approve an Increase in the Fiscal Year 2021-22 Purchase Order with Fiesta Taxi Incorporated for Paratransit Services in the Amount of $40,000.**
   - Item was pulled from the Agenda.

Water Authority:
7. **Minutes:**
   - Approved Water Authority meeting of March 8, 2022

8. **PFAS Treatment Systems – Plants 1, 2 and Well 5 Project (CIP No. 50042) – Award Construction.**

   1. Approved the plans and specifications for the PFAS Treatment Systems – Plants 1, 2 and Well 5 Project, CIP No. 50042;
   2. Awarded a construction contract for a not-to-exceed amount of $4,696,351.00 to Metro Builders & Engineers Group Ltd. (Metro Builders) for the PFAS Treatment Systems – Plants 1, 2 and Well 5 Project CIP No. 50042; and authorized the Executive Director to execute the contract agreement in a form approved by the City Attorney;
   3. Authorized the Public Works Director to process change orders, as needed, in an amount not-to-exceed $469,635.00 (approximately 10% of the total contract amount) for construction contingency; and
   4. Approved the Notice of Exemption (NOE) for the subject project and authorized the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA).

   Agreement No. 22-60

   Motion by Councilmember/Commissioner Camacho, seconded by Mayor Pro Tem/Vice President Lutz to approve Consent Calendar Item Nos. 1, 2, 3, 4, 5, 7, and 8. Motion carries by the following roll call vote:

   **AYES:** Camacho, Elias, Lara, Lutz, Sanchez
   **NOES:** None

   **CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION:** None

   **REGULAR AGENDA:**

   City Council:

   9. **Review and Approve a Resolution Defining Certain Policies Addressing and Clarifying Various Aspects and Functions of the City of Pico Rivera’s City Council Practices and City Operations.**

   City Attorney Alvarez-Glasman provided a brief summary of the sections and whereas’ outlined in the proposed resolution.

   Motion by Councilmember Elias, seconded by Councilmember Lara to approve Resolution No. 7165 with the changes recommended at the March 22, 2022 City Council meeting. Motion carries by the following roll call vote:
Resolution No. 7165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DEFINING CERTAIN POLICIES ADDRESSING AND CLARIFYING VARIOUS ASPECTS AND FUNCTIONS OF THE CITY OF PICO RIVERA’S CITY COUNCIL PRACTICES AND CITY OPERATIONS

AYES: Camacho, Elias, Lara, Lutz, Sanchez
NOES: None

CITY MANAGER/STAFF REPORTS:

City Manager Carmona stated that the City was awarded $5.8 Million in grant funds from the Water Replenishment District (WRD) for PFAS and showed a video highlighting the Pico Park Roldan Futsal Pitch Grand Opening event.

Office of Sustainability Manager McGee gave a brief PRIME Marketing Update presentation that included marketing outreach by the City, joint program marketing, the OHMConnect Co-Marketing Campaign and available rebate programs.

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Lara reported that the South East Water Coalition has cancelled April meetings due to lack of business, requested for staff to begin coordinating the Youth Men’s Conference and requested to agendize an item for discussion regarding Voting Districts for a future meeting, seconded by Councilmember Elias.

Councilmember Camacho commented on the Secretary of Education, Dr. Miguel Cardona’s visit to Pico Rivera and the El Rancho Unified School District, the Citywide parking concerns and restrictions, and the upcoming Electronic Waste event hosted by the Pico Rivera Chamber of Commerce at Pico Park. He acknowledged the successful Re-Grand Opening of the Whittier Narrows Park, and the Youth Woman Empowerment Conference.

Councilmember Elias commented on the parking issues on Telegraph Road and suggested the creation of an Ad Hoc Committee to address citywide parking concerns. He asked staff to look into a children’s center in collaboration with Hope Community Church, suggested utilizing American Rescue Plan Act funds for road improvements for Sports Arena Drive and requested status on the Veterans Resource Center. In regard to the Veterans Resource Center, City Manager Carmona stated that center locations are being sought.

Mayor Dr. Sanchez directed staff to proceed with the advertisement seeking commissioners for the Veterans and Sister City Commission and created a Parking Ad Hoc Committee appointing Councilmember’s Camacho and Elias. She asked that a Go-Getters Memorial presentation be presented at a future meeting.
Mayor and City Council highlighted the following successful City events: Easter Eggstravaganza, Roldan Futsal Pitch Grand Opening and Pico Rivera Go-Getters Opening Day.

Recessed to Closed Session at 7:11 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:33 p.m.

ALL CITY COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION(S):

City Council:

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8
   Property: APN 6374-017-028
   Agency Negotiator Parties: Steve Carmona, City Manager
   Negotiating Parties: Pamela A. Manookian
   Under Negotiation: Price and terms

   City Attorney Alvarez-Glasman stated that City Council discussed the item, that no final action was taken and that there was nothing further to report.

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8
   Property: APN 6377-007-270
   Agency Negotiator Parties: Steve Carmona, City Manager
   Negotiating Parties: City of Montebello
   Under Negotiation: Price and terms

   City Attorney Alvarez-Glasman noted that he recused himself from discussion. He stated that City Council discussed the item, that no final action was taken and that there was nothing further to report.

c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8
   Property: Baybar Road adjacent to 3900 Baybar Road
   Agency Negotiator Parties: Steve Carmona, City Manager
   Negotiating Parties: Centerpoint Properties Trust
   Under Negotiation: Price and terms

   City Attorney Alvarez-Glasman stated that City Council discussed the item, that no final action was taken and that there was nothing further to report.
d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Pursuant to Government Code Section 54957.6
   Name of Case: C.Manor v. City of Pico Rivera
   Case No. 22 STCV07717

City Attorney Alvarez-Glasman stated that City Council received a briefing, that no final action was taken and that there was nothing further to report.

e. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6
   Agency Designated Representative: City Manager Steve Carmona, Human Resources Director Ryan Hudson and Interim Assistant City Manager/Administrative Services Director Angelina Garcia
   Employee Organizations: Service Employees International Union Local 721 Full-time, Part-time and Directors Units, and Confidential Employees Association

City Attorney Alvarez-Glasman stated that City Council received a briefing, that no final action was taken and that there was nothing further to report.

f. PUBLIC EMPLOYEE EVALUATION
   Pursuant to Government Code Section 549567(b)(1)
   Title: City Manager

City Attorney Alvarez-Glasman stated that City Council received a briefing, that no final action was taken and that there was nothing further to report.

ADJOURNMENT:

Mayor/President Dr. Sanchez adjourned the City Council meeting at 8:35 p.m. There being no objection it was so ordered.

AYES: Camacho, Elias, Lara, Lutz, Sanchez
NOES: None

_______________________________
Dr. Monica Sanchez, Mayor/President

ATTEST:

_______________________________
Anna M. Jerome, City Clerk/Authority Secretary
I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council/Water Authority regular meeting dated April 12, 2022 and approved by the City Council/Water Authority on April 26, 2022.

________________________________
Anna M. Jerome, City Clerk/Authority Secretary
A Regular Meeting of the Parks and Recreation Commission was held in the Parks and Recreation Community Room, 6767 Passons Boulevard, Pico Rivera, California. Chair Jacob Rodriguez called the meeting to order at 6:03 p.m.

PRESENT: Chair Jacob Rodriguez, Vice-Chair Gloria Aguirre, and Commissioner McEachren

ABSENT: Commissioner Rocio Estrada Santos and Commissioner John Contreras

PLEDGE OF ALLEGIANCE: Led by Vice-Chair Aguirre

PUBLIC COMMENT: No public comment

AGENDA ITEMS:

1. MINUTES:
   - Parks and Recreation Commission Meeting of October 14, 2021
     Recommendation: Approve

A motion was made by Vice-Chair Aguirre, seconded by Chair Rodriguez, and carried on to roll call vote to approve the minutes of October 14, 2021.

2. NEW BUSINESS:
   a) Commission Reorganization

Parks and Recreation Director Pamela Yugar thanked Chair Rodriguez for his service and leadership as Chairperson and she really enjoyed working with him. She thanked the Chair, Vice-Chair, and the commissioners for all their accomplishments during the 2021 year.

Director Yugar stated that in the past the Board had made a consensus to follow past practice and appoint the Chairperson and the Vice-Chairperson in agreement with the Mayor and Mayor Pro Tem in Office.

Director Yugar asked Vice-Chair Aguirre if she would accept the position of Chairperson and she responded yes. Chair Rodriguez nominated Vice-Chair Aguirre as Chairperson and seconded by Commissioner McEachren and carried on to roll call vote to appoint Vice-Chair Aguirre as Chairperson.

Former Chair Rodriguez nominated Commissioner McEachren as Vice-Chair and seconded by former Vice-Chair Aguirre and carried on to call vote to appoint Commissioner McEachren as Vice-Chairperson.

Commissioner Rodriguez thanked the Board for allowing him to serve as Chair and he looks forward to another notable year.
Director Yugar informed the newly appointed Chair Aguirre that when the City Council meetings open up again she is welcomed to attend those meetings once a month and that it would be a good experience.

Commissioner Rodriguez stated that it’s good to attend as a delegate representing the Parks and Recreation Department.

Director Yugar congratulated newly appointed Vice-Chair McEachren and said she is looking forward to a really good year.

At this point of the meeting Chair Aguirre took over to lead the meeting.

b) Park Deputy Update – Crimes and Arrests

Deputy Karla Sepulveda reported they have been mainly citing for open containers and they are working on the graffiti problem at all the parks with their special problems team. Rivera has been targeted with gang activity and tagging. Pico Park’s activity is not gang related but they believe the Car Clubs that meet may be the cause. The special problems team is working on a solution for all park issues. She introduced Deputy Leonel Gomez and Deputy Jonathan Rhoads as the new Homeless Outreach deputies.

Director Yugar asked if the deputies would be available to help February 23rd 5:30-11:30 p.m. with the homeless count.

Deputy Rhoads responded if they can they will and asked for more information via email.

Senior Manager Torres said she spoke to Captain Hutak in regards to having Deputy Rhoads and Deputy Gomez attend a staff meeting so that they can be introduced.

Director Yugar asked for the deputies work schedule so that they can schedule a staff meeting during their working hours.

Deputy Rhoades responded the best time is midweek in the morning.

Chair Aguirre asked the commissioners if they had any questions for the deputies.

Vice-Chair McEachren asked what type of arrests or problems are being made at Smith Park, what time should people leave the parks, and what time should any noise shut down. He added that at Streamland Park there has been loud live music and drumming. He lives close by and hears it until 10:00 p.m.

Deputy Sepulveda responded the arrests at Smith are mainly for open containers. As for the noise complaint they have not received any. She also added that the people should leave once the lights go out. She also said to please call when the noise is happening.

Vice-Chair McEachren asked about the Skate Park issues.

Deputy Sepulveda said that it seems to be getting better. The special problems team and the bike deputies have helped with the skate park issues. There is also more parent presence at the
playground area which has helped.

Commissioner Rodriguez asked since the roll out of cameras at Rio Hondo Park, how has the situation changed.

Deputy Sepulveda responded since it is known that there are cameras at the park the situation has gotten better. As for the Skate Park, she believes better lighting is necessary because it is so dark. Lights at the Skate Park would make it harder to hide illegal activity.

Director Yugar added that part-time staff is also checking the Skate Park more consistently.

Vice-Chair McEachren thanked the deputies for everything they do for our community.

c) Measure A Land Acquisition Grant

Senior Manager Torres reported this one million dollar grant is offered through Los Angeles County to acquire the bus depot that is located on Jackson and Passons that is owned by the City of Montebello. They are in the process of selling the land and we would purchase it to develop a passive park that would have a small trail, restrooms, and parking for bicycles. This grant money is to purchase the land only and later we will work on finding funds to develop it.

Vice-Chair McEachren asked if this would include the car wash next to the bus depot.

Senior Manager Torres responded no. The only land for sale is the bus depot.

Chair Aguirre asked if we are up against anyone else for the bidding of this land.

Senior Manager Torres responded no. They have already signed the letter that we are the first in line to purchase the land.

Commissioner Rodriguez asked when we might hear if we will get the grant.

Senior Manager Torres said maybe March and hopefully before June.

Senior Manager Torres added that we also applied for another grant, The Outdoor Equity Grants Program and this is offered through the state of California. This is funding to increase the ability of residents in lower income urban and rural communities to participate in outdoor experiences at state parks and other public lands. This grant is geared to improve the health and wellness by connecting underserved communities to natural areas. We are branding it the Rio Hondo Nature Program and we are targeting the teens. The programs will teach our youth about the environment and take them to places like nature centers, Safari Park in San Diego, Catalina, and aquariums. It would include a mentorship portion in careers in environmental sciences and connecting them with people in these careers. If we get this grant it would give us $480,000 a year for four years. It looks good for us and we are very hopeful.

Commissioner Rodriguez said he has a college friend that is working on his PhD in civil and environmental engineering and he will ask him if he would be interested in participating in the mentorship program.

Commissioner McEachren asked if there was any news about the Smith Park and Rio Hondo Park grants.
Director Yugar responded that we didn’t get it. The Smith application had one deficit. The families in the area’s income was not low enough. As for Rio Hondo’s application it was a perfect application. This just didn’t make sense to us but if there is another round for this grant, we will try again.

Vice-Chair McEachren asked if Bob Archuleta was involved.

Director Yugar said he might have been but we don’t know. We only know that this process is not allowed to get political.

d) Rio Hondo Park Playground Renovation Update

Senior Manager Torres reported that the playground will be opening within the next two weeks. There will be a ribbon cutting ceremony on Wednesday, February 23rd at 4:00 p.m. and she informed the commission that would be receiving an invitation to attend. The Teen Club took on a small project at the park. They will be repainting the strips that run along the side of the playground and this will kept up and repainted annually. This was headed by the Teen Center’s Recreation Leader IV Rosa Aguilar.

e) Mini-Pitch Update

Director Yugar announced the Mini-Pitch will be installed this week. She invited the commissioners to stop by Pico Park and take a look. She said it’s really beginning to look like a sports center. Director Yugar reported that the Roldan family will be attending the opening March 17th and an In-N-Out truck will be on site with free burgers for the first 200 in attendance. The ribbon cutting begins at 5:00 p.m. and there will be activities from 5:00 – 7:00 p.m. Also the Roldan brothers will host a tournament that afternoon. Director Yugar said she noticed a beautiful wall that faces the Mini-Pitch and thought it would be a good idea to add a mural and contacted the muralist who did the Brujeria container and she agreed to painting a sports mural on that wall. She added that our hope is that the community will understand and respect the artwork and not mess with the wall. She asked the commissioners to please attend the grand opening on St. Patrick’s Day, March 17th at 5:00 p.m.

Vice-Chair McEachren asked about the color scheme for the Mini-Pitch.

Director Yugar responded the colors chosen will mimic the El Rancho colors which was approved by City Council.

Chair Aguirre reported that the El Rancho soccer team won league and asked if the El Rancho soccer team be invited to the grand opening.

Commissioner Rodriguez said that it was a great idea to invite them.

Vice-Chair McEachren and Chair Aguirre asked who paid for the Mini-Pitch, who will maintain it, and how the maintenance will be paid.

Director Yugar explained that the City paid 100% for the Mini-Pitch. Also a partnership was created with Xtratime, Christian Roldan’s sports agent, and they will pay an annual fee to the City that will cover the maintenance. The fee is to use the Roldan family’s name for the soccer field.
Chair Aguirre asked what the total cost was for the Mini-Pitch.
Director Yugar answered that the total cost was $230,000.00.
Vice-Chair McEachren asked if the City will be adding more soccer fields.
Director Yugar responded at this time we are not. But City Council is in Ad Hoc discussions with ERUSD board members to add more Mini-Pitch fields in partnerships and to start off they are looking at Ruben Salazar High School.
Chair Aguirre asked who will monitor and oversee the Mini-pitch.
Director Yugar said that Supervisor, Efrain Lee, from Pico Park and Special Events would oversee the Mini-Pitch and Deanna Diaz who manages the City’s futsol program will run the programming.

3. OLD BUSINESS:
   a) None

4. ORGANIZATION RECOGNITION REVIEW:
   a) None

5. DEPARTMENTAL REPORT:
   a) Director’s Report

Director Yugar asked the commissioners for their help. She reported that the Golf Course still remains open and she is asking for their help in getting the word out.

Senior Manager Torres updated the commissioners about the Golf Course remaining open. In about September the Par 4 Golf Course was sized down to a Par 3. The slightly easier Par 3 has become more popular with the senior community so the Golf Course has seen an increase in senior participants but there has been a decrease in overall participants. The partial closure has affected the driving range. At some point the hope is that the driving range will fully reopen for a period of time until the full closure in spring 2023. At this time the City is working on new marketing to promote that the Golf Course remains open.

Director Yugar informed the commissioners that for the past year she has been working on providing part-time staff opportunities to move up within the City. One part-time staff is Lisa Muñoz from Rio Hondo Park who is helping her create a mural project for all the utility boxes. At the next commission meeting she will present this project for ideas and opinions from commission.

   b) Recreation Upcoming Activities

Director Yugar and Senior Manager Torres reviewed the events for the months of January and February.
Senior Manager Torres also added that in March the City will be hosting Arbor Day and volunteers will be planting trees at Pio Pico Park.

6. COMMISSIONER REPORTS – Park Facility Issues

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<tr>
<th>Park Facility</th>
<th>Commissioner</th>
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<tbody>
<tr>
<td>Senior Center</td>
<td>Vice Chair Aguirre</td>
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<td>Pico Park</td>
<td>Commissioner Estrada-Santos</td>
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<tr>
<td>Rio Hondo Park</td>
<td>Vice Chair Aguirre</td>
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<td>Streamland Park</td>
<td>Chair Rodriguez</td>
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<td>Smith Park</td>
<td>Commissioner MeEachren</td>
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<td>Rivera Park</td>
<td>Commissioner Contreras</td>
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<td>Youth Center</td>
<td>Chair Rodriguez</td>
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<tr>
<td>Golf Course</td>
<td>Commissioner Contreras</td>
</tr>
</tbody>
</table>
Senior Center - Vice Chair Aguirre reported that she volunteered at the Senior Valentine’s Day drive-thru at the Senior Center earlier and it was an amazing experience. She added that the seniors told her that the Downey’s Senior Center is open with no restrictions and asked when the Pico Rivera Senior Center will reopen. But they were very appreciative of happy to have this event.

Director Yugar informed the commission that they are looking to fully reopen the Senior Center April 1st. This is still tentative due to some activities that will be coming down the pipe. She said they just want to keep them safe.

Pico Park – Commissioner Estrada-Santos was absent.

Director Yugar said the Pico Park exterior restrooms will be closed for two weeks prior to the grand opening of the Mini-Pitch. They will receive some TLC so they are ready for the opening. Porta-pottys will be available during this time. She added that the restrooms by the baseball fields and the concession stand will be demolished due to homeless using them and destroying them.

Vice-Chair McEachren reported that he was out at Pico Park one day and had to call the sheriffs because there were homeless people drinking and smoking marijuana.

Rio Hondo Park - Vice Chair Aguirre reported that she saw the fenced playground and is looking forward to the ribbon cutting.

Streamland Park - Chair Rodriguez said there is nothing to report.

Smith Park- Commissioner McEachren asked about a PA system update.

Senior Manager Torres reported they found a vendor, Nevco, which is looking to identify the problems and provide an estimate for repairs. The goal is to have this repair completed within the next two months.

Chair Aguirre informed the commission that the handball courts at Smith Park do not have trash cans and always have trash on the floor. She said there are people who bring bags and pick up the trash off the floor.

Director Yugar assured the commissioners that City staff are picking up the trash and that trash cans at the handball courts are necessary to help this problem. They will notify Public Works.

Rivera Park – Commissioner Contreras was absent

Youth Center – Commissioner Rodriguez reported the Teen Club and Teen Center staff hosted a Thanksgiving event and it was great. Commissioner Santos also attended. He added that everyone said what they are thankful for and it was a special moment.

Director Yugar informed the commissioners that we did receive funds for the Teen Center and it just got budgeted.

Golf Course – Commissioner Contreras was absent.
Vice-Chair McEachren said that due to traffic issues at Pico Park he is requesting Pico Park parking issues be added to the agenda for the March meeting. Vice-Chair McEachren made a motion to add Pico Park parking issues, seconded by Commissioner Rodriguez, and carried on to roll call vote to approve the item be added to the March 10, 2022 commission meeting.

Director Yugar received an email during the meeting that our application for the Measure A Land Acquisition grant was selected and we will be receiving $1 million dollars.

Vice-Chair McEachren made a motion to discuss lights and cameras at the Skate Park, seconded by Chair Aguirre, and carried on to roll call vote to approve the item to be added to the March 10, 2022 commission meeting.

7. CITY COUNCIL MEETING ATTENDANCE REMINDER

- No scheduled attendance at this time

ADJOURNMENT:

Next regularly scheduled meeting is March 10, 2022.

A motion to adjourn was made by Chair Aguirre, seconded by Commissioner Rodriguez. The Parks and Recreation Commission Meeting was adjourned at 7:03 p.m. by Chair Aguirre.

________________________________________
Gloria Aguirre, Chair
Parks and Recreation Commission

________________________________________
Pamela Yugar,
Director of Parks and Recreation
A Special Meeting of the Planning Commission was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Gomez called the meeting to order at 6:01 p.m. on behalf of the Planning Commission.

PRESENT: Chair Gomez, Vice Chair Estrada, Celiz (via phone), Elisaldez (via phone), Villalobos

ABSENT: None

STAFF PRESENT:
Michael Garcia, Director of Community & Economic Development
Julia Gonzalez, Deputy Director of Community & Economic Development, Recording Secretary
Hector Hernandez, Planner
Susan Hernandez, Assistant Planner

PLEDGE OF ALLEGIANCE: Led by Vice Chairperson Estrada.

PUBLIC HEARING(S):

1. PUBLIC HEARING – CONDITIONAL USE PERMIT NO. 744 AN APPLICATION TO CONSTRUCT THREE (3) DUPLEXES ON THREE (3) PARCELS AT 4121 AND 4129 ROSEMEAD BOULEVARD (ASSESSOR’S IDENTIFICATION NUMBERS 527-015-005, 5272-015-006 AND 5272-015-026) IN THE GENERAL COMMERCIAL (C-G) ZONED DISTRICT AND THE MIXED-USE (M-U) OVERLAY ZONE

Director of Community & Economic Development Michael Garcia stepped in for Assistant Planner Susan Hernandez and provided a PowerPoint presentation regarding the application to construct three (3) duplexes within the General Commercial zone that has a mixed use overlay zone that allows for residential development. The aerial and street views of the property, the proposed housing development elevations, detailed maps of the location, setbacks for the building improvements, number of garage parking spaces (2 per unit), architectural features of the proposed two-story duplexes, the Categorical Exemption for the environmental review (Class 32-In-Fill-Development) were presented, potential traffic trips generated by the project and a detail of the conditions of approval were presented.

Chairperson Gomez asked the commissioners on the phone whether they had any questions. There were no questions from the commissioners on the phone.

Vice Chairperson Estrada asked about the parking garage and about guest parking.
Director Garcia mentioned that parking garages and the driveways that accommodate two (2) parking spaces for each unit are accessed from the alley and guest parking could be from on-street spaces along Rosemead or on the driveways for each unit.

Chairperson Gomez opened the public hearing.

**PUBLIC COMMENTS:** Director Garcia stated that there were no written public comments.

The applicant gave a brief update on his experience in construction.

Vice Chair Estrada motioned to approve the project. Vice Chairperson Celiz second the motion. On a roll call vote, the motion passed unanimously.

**AYES:** Gomez, Estrada, Celiz, Elisaldez, Villalobos

**NOES:** None

**ABSENT:** None

1. **PUBLIC HEARING – CONDITIONAL USE PERMIT MODIFICATION NO. 737 AN APPLICATION TO PERMIT CONSTRUCTION AND OPERATION OF TWO RETAIL BUILDINGS REFERRED TO AS BUILDING 1 AND BUILDING 2, TOTALLING 53,961 SQUARE FEET OF FLOOR AREA LOCATED AT 9036 BEVERLY BOULEVARD (ASSESSOR IDENTIFICATION NO. 8121-025-023)**

Planner Hernandez provided a PowerPoint presentation regarding the application to construct two (2) retail buildings within the Commercial Planned Development zone. The aerial and street views of the property as it currently exists, the proposed street views and simulated aerial videos of the multi-level retail development project with detail on the elevations from all surrounding streets and properties, detailed maps of the location, setbacks for the building improvements, number of parking spaces, architectural features of the proposed garage, the features designed into the eastern side of the three (3) levels of parking were described to limit any visibility into the adjacent residential on the east of the proposed retail project, the Initial Study and Mitigated Negative Declaration prepared for the environmental review were presented, potential traffic trips generated by the project and a detail of the conditions of approval were presented.

Chairperson Gomez asked the commissioners on the phone whether they had any questions. There were no questions from the commissioners on the phone.

Vice Chairperson Estrada asked about potential uses that might occupy the retail spaces, and Director Garcia mentioned that Crunch Fitness, Starbucks, and Grocery Outlet have been in discussions with the property owners.

Chairperson Gomez opens the public hearing.

**PUBLIC COMMENTS:** Director Garcia there were no written public comments.

Chairperson Gomez MOTIONED to close the public comments.
Vice Chair Elisaldez motioned to approve the project. Vice Chairperson Celiz seconds the motion. Roll call is taken. Motion passes unanimously.

AYES: Gomez, Estrada, Celiz, Elisaldez, Villalobos
NOES: None
ABSENT: None

CONSENT CALENDAR ITEMS: There were none.

PUBLIC COMMENTS ON NON-AGENDA ITEMS: There were no public comments.

PLANNING COMMISSION REPORTS:

- City Council meetings of November 24, 2020 and December 8, 2020 – Director Garcia provided a brief update.

NEW BUSINESS: None.

OLD BUSINESS: None.

ADJOURNMENT:

Chairperson Gomez adjourned the Planning Commission meeting at 7:15 p.m. There being no objection, it was so ordered.

Minutes were approved at the Planning Commission Meeting of April 4, 2022.

______________________________
John R. Garcia, Chairperson

ATTEST:

I hereby certify that the foregoing is a true and correct report of the proceedings of the Planning Commission Special Meeting dated December 14, 2020, and approved by the Planning Commission on April 4, 2022.

______________________________
Dena Y. Lamarque, Recording Secretary, Planning Commission
A Regular Meeting of the Planning Commission was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Gomez called the meeting to order at 6:02 p.m. on behalf of the Planning Commission.

**PRESENT:**  Gomez, Celiz (via phone), Elisaldez (via phone), Estrada,
**ABSENT:**  Villalobos (requested to be excused)

A Motion was made by Commissioner Estrada and seconded by Chairperson Gomez to excuse Commissioner Villalobos from the meeting. The motion passed unanimously.

**STAFF PRESENT:**

Julia Gonzalez, Deputy Director of Community & Economic Development
Luis Rodriguez, Principal Planner of Community & Economic Development
Consultant – Nick Chen of Kimley Horn

**PLEDGE OF ALLEGIANCE:**  Led by Commissioner Edgar Estrada

**SPECIAL PRESENTATION/STUDY SESSION – SIXTH HOUSING ELEMENT:**

- Deputy Director Julia Gonzalez introduced the City’s consultant, Kimley Horn and specifically Nick Chen who is the lead for the preparation of the 6th Cycle Housing Element, which covers the planning period from 2021-2029. She stated that the housing element which is part of the general plan that we have to report to the state to meet housing requirements from the state.

- Kimley Horn discussed the outline for the presentation on the Housing Element update and explained that a Housing Element is one of many elements included in the City’s General Plan that must be updated every eight (8) years. Kimley Horn outlined what the focus of a Housing Element is and the importance of planning for new housing within the 8-year planning cycle. The requirements for the Housing Element being certified by the State Department of Housing and Community Development (HCD), the features of a Housing Element and the benefits of planning for future housing development within the City through the Housing Element update.

- Kimley Horn explained the role of the Southern California Association of Governments (SCAG) in conducting a Regional Housing Needs Assessment (RHNA) for each City within the six (6) counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) for the SCAG region in order to meet the State’s goals for planned housing within the SCAG region. The City has an obligation to create the planning for 3,939 units within the City that are broken down within household income categories of very-low,
low, moderate and above moderate levels. The distinction was made that the City needs to “plan” for 3,939 units that could be developed within residentially zoned properties; not that all of the 3,939 units needed to be built within the 8-year planning cycle. It was mentioned that City staff worked in concert with Kimley Horn would be submitting a formal appeal of the 3,939 RHNA allocation. the schedule for the housing element and the proposed community workshops, community surveys, the plan to have a draft available for public review in the Spring of 2021, and the potential timeline in Spring of 2021 for a City Council Study Session in order to complete the Housing Element Update and submit to the State HCD during the summer of 2021. The outreach effort will focus on informing the public and soliciting input on proposed changes to zoning).

- Deputy Director Gonzalez discussed that a formal appeal was submitted and that the Mayors of the County of Orange submitted a letter contesting the RHNA allocations. A lot of cities are not appealing because there are many constraints by SCAG and had little success with their appeals. A lot of cities in the gateway cog cities are mobilizing to prepare a letter to the SCAG regional council to get a movement going. A lot of cities are not going to meet the RHNA and the fear is that this would cause approvals by right and those projects would not come to the PC but would be approved at the counter based on certain criteria.

- Chair Gomez asked how many units from the approximately 1,400 RHNA units from the previous planning cycle were built and Deputy Chair mentioned that approximately 100 units were developed by private developers within the City.

- Chair Gomez asked if sites were identified for zoning of housing in the last Housing Element planning cycle and Deputy Director explained that mixed use overlay zones were created so that property owners did not feel they were losing their zoning rights and the importance of maintaining the City’s commercial base. Nick Chen mentioned the commercially zoned areas were also important.

- Vice Chair Celiz asked if available areas or vacant land for development were identified, and Deputy Director Gonzalez responded that there were not a lot of vacant areas. However the City will continue to research underutilized properties for adding housing to zoning within the City.

- Commissioner Estrada asked about the appeal, the 8-year cycle, and identified a few areas where housing was built during the previous cycle. Nick Chen mentioned that accessory dwelling units would also count toward the City’s RHNA.

- Deputy Director Gonzalez discussed the website Urbanize LA identifies mixed use, height, density, and style of housing being built in the County, so that the Planning Commissioner can consider what type of housing they could envision for the City in the future. It was also discussed that proposals for
higher density housing is being proposed and the old El Rodeo site represents a proposal for higher density housing.

• Vice-Chair Celiz asked if the RHNA units would be apartments for rent or for sale and Nick Chen mentioned that the state does not have a preference for either type of housing.

• Principal Planner Luis Rodriguez mentioned that a lot of the focus for development would be in corridors and specifically within the Washington Boulevard Transit Oriented Development Specific Plan Area.

• Chair Gomez mentioned that the RHNA is a lot to accomplish within the eight (8) years.

PUBLIC COMMENTS: No written public comments.

CONSENT CALENDAR ITEMS: None

PUBLIC COMMENTS ON NON-AGENDA ITEMS: There were no public comments.

PLANNING COMMISSION REPORTS:

• Deputy Director Gonzalez provided a brief update of the City Council meeting held Tuesday, November 10, 2020. Commissioner Estrada mentioned he could be available to attend the upcoming City Council meeting.

NEW BUSINESS: None

OLD BUSINESS: None

ADJOURNMENT:

Chairperson Gomez adjourned the Planning Commission meeting at 6:46 p.m. There being no objection, it was so ordered.

Minutes were approved at the Planning Commission of April 4, 2022.

John R. Garcia, Chairperson

ATTEST:

I hereby certify that the foregoing is a true and correct report of the proceedings of the Planning Commission Regular Meeting dated November 16, 2020, and approved by the Planning Commission on April 4, 2022.

Dena Y. Lamarque, Recording Secretary, Planning Commission
A Regular Meeting of the Planning Commission was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Gomez called the meeting to order at 6:03 p.m. on behalf of the Planning Commission.

PRESENT: Gomez, Celiz (via phone), Elisaldez (via phone), Estrada, Villalobos
ABSENT: None

STAFF PRESENT:
Michael Garcia, Director of Community & Economic Development
Julia Gonzalez, Deputy Director of Community & Economic Development
Hector Hernandez, Planner
John Lam, Assistant City Attorney

PLEDGE OF ALLEGIANCE: Led by Chairperson Paul Gomez

COMMISSION REORGANIZATION: Motion was made by Commissioner Elisaldez to continue with Paul Gomez as Chairperson and Esther Celiz as Vice-Chairperson. The motion was seconded by Commissioner Estrada. Motion passed unanimously on the following vote:

AYES: Gomez, Celiz, Elisaldez, Estrada, Villalobos
NOES: None
ABSENT: None

SPECIAL PRESENTATIONS:

- Assistant City Attorney John Lam provided a presentation on The Ralph M. Brown Act, Robert’s Rules of Order, Role of the Planning Commissioner and Conflicts of Interest.

- Director Garcia provided an update on current planning projects including the Planning and Building Divisions, housing construction, emergency services, the Housing Element, Washington Boulevard Specific Plan, Washington Boulevard Gold Line, and SB 2 Grant.

PUBLIC HEARING(S):

1. PUBLIC HEARING – Conditional Use Permit Modification No. 623.1 an application to modify an existing Type 41 alcohol license (On-Sale Beer & Wine) to a type 47 alcohol license (On-Sale General) for Buffalo Wild Wings restaurant located at 8800 Washington Boulevard in the Specific Plan (SP-400) zoned District.
Planner Hernandez provided a report on the Conditional Use Permit (CUP) modification, an application to change from a Type 41 Beer and Wine on sale beer & wine, to a Type 47 General license which includes liquor. He stated that the old Zen Buffet restaurant would be demolished and replaced with a 5,928 square-foot restaurant. The hours of operation would be daily from 8 a.m. to 2 a.m. to accommodate the offset hours of east coast and international sporting events. Per the Department of Alcohol Beverage control, the census tract may accommodate seven licenses and there are currently four licenses. The number of the licenses would remain the same as the applicant is only requesting a change from beer and wine to general sales which includes liquor. The applicant is also proposing to include an alarm system and cameras in the interior and exterior of the restaurant. Staff reached out to the Sheriff’s Department and confirmed that there were no issues with the modification of the license. Staff also mailed out 371 notices to residents or businesses within 300 feet of the subject site and to-date we have not received any comments. Several conditions of approval were included as part of the Conditional Use permit including that all cameras are in working order and video is to be made available to City staff and the Sheriff upon request, and that the gross sales do not exceed the gross sales of food. That the planning commission reserve the right to initiate a CUP modification application to review with the applicant’s compliance with the conditions.

Commissioner Estrada asked for clarification in regards to condition of approval numbers 9 and 10, regarding to the placement of the ride share placards.

Planner Hernandez responded that the placard was pertaining to signs required by the applicant regarding how patrons were to call a ride share service from the restaurant.

Commissioner Estrada suggested that if possible, signage of ride share patrons to drop them in the Town Center and not on Washington Boulevard. Planner Hernandez stated that this was a good point. Commissioner Estrada asked if the applicant would consider collaborating with Brewjeria the new brewery on Durfee Avenue.

Commissioner Celiz asked about whether the restaurant would have a security system in place. Planner Hernandez responded that there are alarm and security cameras. He deferred the question to the applicant.

Commissioner Elisaldez asked about parking whether there was additional parking since the restaurant was larger. Planner Hernandez stated that the parking was negligible and would not impact the overall parking.

Chairperson Gomez opened the public hearing.

Brett Engstrum, the representative for Buffalo Wild Wings spoke about the restaurant and mentioned that his wife's family is from Pico Rivera and thought this development was special for Pico Rivera. Buffalo Wild Wings have over 100 Type 47 licenses in California, and they have an alcohol awareness training for all of their staff. The location would be a corporate-owned store and they would accordingly have high standards for food service, personnel and in general how the restaurant operates. Mr. Engstrum agreed with Commissioner Estrada’s recommendation about ensuring that ride share services does not drop off patrons on Washington Boulevard and thought it was a great idea to partner with the local brewery, Brewjeria. He stated that they have
an extensive security camera system. Their location in Pasadena is very popular and packed, and during events such as the Super Bowl they bring in extra personnel. They try to avoid security guards because they want to keep the family friendly atmosphere. Parking on the property is sufficient for the restaurant, and he believes that many people go to the restaurant via ride share services.

Commissioner Elisaldez asked about employing Pico Rivera residents. Mr. Engstrum, stated that they are planning a 2022 opening and will reach out to people from the neighborhood because they prefer employees from the area to avoid tardiness and have employees familiar with the City.

**PUBLIC COMMENTS:** Planner Hernandez confirmed that there were no written public comments.

Commissioner Gomez closed the public hearing.

Commissioner Elisaldez made a motion to approve staff recommendation. Commissioner Celiz seconded motion. Motion passed unanimously by roll call vote.

**AYES:** Gomez, Celiz, Elisaldez, Estrada, Villalobos

**NOES:** None

**ABSENT:** None

**CONSENT CALENDAR ITEMS:** None

**PUBLIC COMMENTS ON NON-AGENDA ITEMS:** There were no public comments.

**PLANNING COMMISSION REPORTS:**

- City Council meeting of Tuesday, September 22, 2020 – Director Garcia provided a brief update.
- Commissioner Villalobos to attend the City Council meeting scheduled for Tuesday, October 13, 2020.

**NEW BUSINESS:** None

**OLD BUSINESS:** None

**ADJOURNMENT:**

Chairperson Gomez adjourned the Planning Commission meeting at 6:50 p.m. There being no objection, it was so ordered.

Minutes were approved at the Planning Commission meeting of April 4, 2022.

John R. Garcia, Chairperson
ATTEST:

I hereby certify that the foregoing is a true and correct report of the proceedings of the Planning Commission Regular Meeting dated October 5, 2020, and approved by the Planning Commission on April 4, 2022.

Dena Y. Lamarque, Recording Secretary, Planning Commission
A Regular Meeting of the Planning Commission was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Edgar Estrada called the meeting to order at 6:00 p.m.

PRESENT: Estrada, Celiz, V. Martinez, A. Martinez
ABSENT: Villalobos

STAFF PRESENT:
Mike Garcia, Director of Community & Economic Development
Julia Gonzalez, Deputy Director of Community & Economic Development

PLEDGE OF ALLEGIANCE: Led by Commissioner Celiz.

SPECIAL PRESENTATION - PICO RIVERA PARKING ANALYSIS UPDATE

Director Garcia introduced Steffen Turoff, Director of Planning and Daniel Garcia, Planner with Walker Consulting, the consultants that prepared the parking analysis. Mr. Turoff and Mr. Garcia both presented a PowerPoint presentation to the Planning Commission. The parking analysis was conducted in two phases. Phase I analyzed specific areas throughout the City that were believed to have a parking problem and Phase II analyzed the existing parking requirements for several land uses and provided recommendations to staff on how to address parking concerns. Mr. Garcia stated that the study began in 2019 pre-pandemic so the study was not skewed and has accurate counts. There is a general threshold used in the parking industry of 85% for parking congestion. After an area reaches 85%, then the area is believed to have a parking problem. The findings determined that most parking problems are localized, so adopting solutions citywide would not be advisable. Most of the congestion was found in multi-family zones during peak hours. In the Jardin area there are smaller lots, and people prefer to park on the street. The residents practice reserving parking spaces for family members as well. Not all of the off-street parking was utilized. While the streets were full the carports were empty. The Village Walk and similar commercial center parking was adequate.

The residential parking permit program was assessed and was found to be working. It was found that there was an availability of parking in parking districts. Requiring more parking across the City is generally not the solution and can have unintended consequences. The consultants recommended that the City consider operational solutions. For instance, Smith Park and Rio Hondo Park can rent the parking lot from the nearby schools.

The consultants reviewed and revised the City’s minimum parking requirements and made recommendations to update the ratios. They looked at forty new land uses and provided updated ratios.
Commissioner Celiz asked what time of day the parking observations were made by the consultants.

Mr. Turoff advised that they conducted assessments during the peak hours for each of the categories. For instance, for residential uses they went out between 10 p.m. to 1p.m. For parks the observed on the weekends mid-day and during the week.

Commissioner Aric Martinez asked if the consultants saw a transition of peak hours during the pandemic since people were mostly working from home.

Mr. Garcia advised that they did not go back to assess the parking peaks during the pandemic; however, region-wide they did see that during the pandemic the peak hours during the night also happened during the day. Retail and restaurant demand was less.

Commissioner Estrada asked if the Planning Commission could provide recommendations to the City Council.

Director Garcia stated yes.

Chairperson Estrada wanted to know more about incentivizing the use of off-street parking. He asked how City staff can help residents make it a habit.

Mr. Garcia said they looked at what the City is doing well. The inoperable vehicle program and residential permit parking district is working well and they recommend some minor tweaks. They recommended the Pasadena model. They stated that people do not want to park in their garage when it's easier to park on the street.

Commissioner Estrada asked how many district there were.

Director Garcia stated that there were five parking districts. He said that under the City’s program there are no limits to the number of parking permits that can be purchased.

Commissioner Estrada asked if the staff can tailor specific guidelines for different districts of the City.

Director Garcia stated that in the Jardin area people were not interested in the parking permit program. He liked the 24 hour parking permit restrictions in other cities. He said the City could also lengthen the parking time for street sweeping. The City can also add parking delineators so people do not park in limited spaces.

Commissioner Celiz requested that staff adopt an ordinance that would prohibit people from being allowed to park on the wings of a driveway apron as it blocks residents from getting out of their driveway.

Chairperson Estrada liked the marked stalls and new parking districts. He liked the permit parking program to be democratic and allow residents to determine what goes in their neighborhood. He asked if there was a form for people to petition for a parking district.
Director Garcia stated the City could develop a petition form that could be utilized by the residents.

Chairperson Estrada said not all people would agree to a parking permit program. He stated that if a neighborhood is over the 85% capacity then this should trigger other measures to be applied. He said in those cases the Planning Commission or City Council should intervene. Fees for a second parking permit should be higher to incentivize people to use their garages. He was also concerned with the future project at the former El Rodeo site and parking spillage.

Director Garcia summarized that the Planning Commission wants City staff to develop a petition form that could be found online, delineate parking spaces, increase parking fees for second permits and add trigger points after the 85% capacity.

Chairperson Estrada also said staff should work with the school district for shared parking options. He would also like staff to have events to help neighborhoods clean out their garages. These events should be well marketed to the community via the Profile and social media. There should be a dedicated web page on how to petition for a parking district and updates on the study. He suggested making available nonprofit organizations that would accept donated junk cars.

Commissioner V. Martinez asked if there are guidelines to petition for a blue curb for ADA disabled residents.

Director Garcia said the City does not have a program for ADA parking. He stated that if the Planning Commission directed, staff can begin to conduct a research.

Commissioner V Martinez asked if staff would recommend.

Director Garcia said he had mixed feelings about ADA parking. There are pros and cons.

Chairperson Estrada concluded the presentation.

**PUBLIC HEARING(S): None**

**CONSENT CALENDAR ITEMS:** None

**PUBLIC COMMENTS ON NON-AGENDA ITEMS:** There were no public comments.

- **MINUTES:** None

**PLANNING COMMISSION REPORTS:**

- **City Council meeting Update** – Director Garcia provided a summary.

**NEW BUSINESS:** None

**OLD BUSINESS:** None
ADJOURNMENT:

Chairperson Estrada adjourned the Planning Commission meeting at 7:15 p.m. There being no objection, it was so ordered.

Minutes were approved at the Planning Commission meeting of April 4, 2022.

John R. Garcia, Chairperson

ATTEST:

I hereby certify that the foregoing is a true and correct report of the proceedings of the Planning Commission Regular Meeting dated Monday, September 20, 2021, and approved by the Planning Commission on April 4, 2022.

Dena Y. Lamarque, Recording Secretary, Planning Commission
A Regular Meeting of the Planning Commission was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Edgar Estrada called the meeting to order at 6:00 p.m. on behalf of the Planning Commission.

PRESENT: Estrada, V. Martinez, A. Martinez
ABSENT: Villalobos, Celiz

STAFF PRESENT:
Mike Garcia, Director of Community & Economic Development Department
Julia Gonzalez, Deputy Director of Community & Economic Development Department
Hector Hernandez, Planner of Community & Economic Development Department

PLEDGE OF ALLEGIANCE: Led by Commissioner A. Martinez.

SPECIAL PRESENTATION/STUDY SESSION: - SIXTH CYCLE HOUSING ELEMENT UPDATE:

Director Garcia introduced Nick Chen of Kimley Horn (the City’s Housing Element consultant) to the Commission for a presentation of the 6th Cycle Housing Element. The outline and focus of the Housing Element was presented to the Commission and the income levels for the planning of the 1,024 units of the Regional Housing Needs Assessment for the City was discussed. Mr. Chen discussed the manner in which the mixed use housing overlay was included on the existing 2014 mixed use housing overlay on properties along major commercial corridors in the previous housing element planning cycle (the 5th Cycle Housing Element); and that additional properties were included to the overlay. Next steps for presenting the Housing Element to the State Housing and Community Development Department for their review and final review and approval before the Commission and City Council in late Fall and early Winter 2021.

Commissioner V. Martinez asked about the zoning on the proposed housing project at the old El Rodeo site (the Mercury). Director Garcia stated that zoning allowed for residential because this Commercial General zone was included in the mixed use overlay area from 2014 and allowed for housing (either apartments or condominiums).

Commissioner V. Martinez asked about any interest from the City to explore density bonus on properties within the City and Director Garcia explained that an affordable housing developer is considering using the density bonus provisions of the law to create increased density on a property owned by the County of Los Angeles on Slauson Avenue known as the Bug House because it was used by the County Vector Control for pesticides.

Chair Estrada asked about the garage conversion proposal from City Council and Director Garcia stated that this item was tabled at the August 10th Council meeting. In preparing for this item the Building and Safety, Code Enforcement and Planning Division staff
looked at this from a public safety point of view to modify our municipal code to allow residents to convert garages for uses such as a game room, personal gym, den, etc. Staff was concerned about having building and safety staff signing off on garages that were not constructed for occupancy and instead were constructed only to store a vehicle. Director Garcia explained that approximately 77% of the housing in the City was constructed prior to 1970 with garages built of simple 2x4 framing that were not structurally built for seismic resistance, ventilation for occupancy and other features to allow for use by residents.

**CONSENT CALENDAR ITEMS:** None

**PUBLIC COMMENTS ON NON-AGENDA ITEMS:** None

1. **MINUTES:** None

**PLANNING COMMISSION REPORTS:**

- City Council meetings of since the previous Planning Commission May 17, 2021 – Director Garcia provided a summary that City Council discussed the issuance of Pension Obligation Bonds, a refunding Bond Issuance of the former Redevelopment Agency outstanding bonds for the Successor Agency to capitalize on current low interest rates, Council approved an amendment of the Community Development Block Grant Annual Plan to accept additional revenue, and that the City Council was presented three (3) different options for City Hall and Council Chambers social distancing due to increasing rates of the Delta Variant of COVID.

**NEW BUSINESS:** Chair Estrada asked about graffiti issues at the old Signature Athletic location at Rosemead and Burke and expressed an interest in continued outdoor dining and where this might work within the City on a long-term basis.

**OLD BUSINESS:** None

**ADJOURNMENT:**

Chairperson Estrada adjourned the Planning Commission meeting at 6:53 p.m. There being no objection, it was so ordered.

The Minutes were approved at the Planning Commission Meeting of April 4, 2022.

John R. Garcia, Chairperson
ATTEST:

I hereby certify that the foregoing is a true and correct report of the proceedings of the Planning Commission Regular Meeting dated August 16, 2021, and approved by the Planning Commission on April 4, 2022.

Dena Y. Lamarque, Recording Secretary, Planning Commission
A Regular Meeting of the Planning Commission was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Edgar Estrada called the meeting to order at 6:00 p.m. on behalf of the Planning Commission.

PRESENT: Estrada, Villalobos, Celiz, V. Martinez (by telephone), A. Martinez

ABSENT: None

STAFF PRESENT:
Mike Garcia, Director of Community & Economic Development
Julia Gonzalez, Deputy Director of Community & Economic Development
Hector Hernandez, City Planner, Community and Economic Development Department

PLEDGE OF ALLEGIANCE: Led by Commissioner Celiz.

PUBLIC HEARING(S):

1. PUBLIC HEARING – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PICO RIVERA TO REVOKE CONDITIONAL USE PERMIT NO. 623.1 GRANTED TO BUFFALO WILD WINGS RESTAURANT FOR A TYPE 47 ALCOHOL LICENSE (ON-SALE GENERAL) LOCATED AT 8800 WASHINGTON BOULEVARD IN THE SPECIFIC PLAN 400 (SP-40) ZONED DISTRICT.

Planner Hernandez provided a PowerPoint presentation regarding the revocation of the Type 47 Alcohol License for Buffalo Wild Wings.

Planner Hernandez clarified that the Public Notice should have reflected Type 47 (On-Sale General) and not Type 47 (Beer and Wine).

On October 12, 2020 the Planning Commission approved Conditional Use Permit (CUP) No. 623.1 for a Type 47 (On-Sale General). A representative for Buffalo Wild Wings signed an affidavit agreeing to all conditions of approval. Planner Hernandez stated that there has not been contact with City staff regarding the construction of Buffalo Wild Wings since May of 2020. Construction Plans have expired and an extension has not been filed. Section 18.56.110 of the Pico Rivera Municipal Code states that all conditions must be fully complied with or the CUP 623.1 is null and void. On January 3, 2021 after 90 days of non-compliance the Conditional Use Permit is void. Planner Hernandez believed the intent to bring their restaurant to our City was derailed due to the impacts of Covid-19. He stated that he believed this was due to the impacts of Covid-19. Planner Hernandez recommended that the resolution be rescinded.
Chairperson Estrada asked if there were any public comments.

Planner Hernandez stated that no responses or comments were received.

Chairperson Estrada asked how staff communicated with the vendor.

Planner Hernandez stated he made contact through the representatives from Buffalo Wild Wings through Liquour.com. He also tried to reach the representative through the architectural firm that submitted plans. Buffalo Wild Wings did not communicate with or respond to the City.

Chairperson Estrada said the City completed its due diligence to reach out to Buffalo Wild Wings.

Chairperson Estrada MOTIONED to close the public hearing.

Motion was made and seconded, and passed unanimously.

Commissioner V. Martinez made a MOTION to APPROVE a recommendation to the City Council to rescind Conditional Use Permit 623.1. The motion was seconded by Commissioner Celiz.

Motion carried with the following votes:

**AYES:** Estrada, Villalobos, V. Martinez, A. Martinez, Celiz
**NOES:** None.
**ABSENT:** None.

**CONSENT CALENDAR ITEMS:** There were none.

**PUBLIC COMMENTS ON NON-AGENDA ITEMS:** There were no public comments.

1. **MINUTES:**
   - NONE

**PLANNING COMMISSION REPORTS:**

- City Council meeting Update – Director Garcia provided a summary.

**NEW BUSINESS:** None.

**OLD BUSINESS:** None.

**ADJOURNMENT:**

Chairperson Estrada adjourned the Planning Commission meeting at 6:35 p.m. There being no objection, it was so ordered.
Minutes were approved at the Planning Commission meeting of April 4, 2022.

John R. Garcia, Chairperson

ATTEST:

I hereby certify that the foregoing is a true and correct report of the proceedings of the Planning Commission Regular Meeting dated April 19, 2021, and approved by the Planning Commission on April 4, 2022.

Dena Y. Lamarque, Recording Secretary, Planning Commission
**17th WARRANT REGISTER OF THE 2021 - 2022 FISCAL YEAR**

**MEETING DATE:** 04/26/22

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CBC GenOpe CBC General Operating Totals:

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Checks: 6

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| Departmental Supplies - WOMEN'S EMPOWERMENT CONFERENCE BANNER | | 1.0000 | Each | 60.00 | 60.00 | |
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| 100.80.8102-52200 (General Fund.Parks And Recreation.Special Events-Departmental Supplies) | | | | | | 60.00 |
| Sales Tax - WOMEN'S EMPOWERMENT CONFERENCE BANNER | | 1.0000 | Each | 6.15 | 6.15 | |
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| 100.80.8102-52200 (General Fund.Parks And Recreation.Special Events-Departmental Supplies) | | | | | | 6.15 |
| Invoice Items | | 2 |

| Vendor | 2003 - American Marker | 9987-22 | PICO RIVERA PROMOTIONAL ITEMS/BAGS FOR SPECIAL EVENTS | Paid by Check #289289 | 03/24/2022 | 04/07/2022 | 04/07/2022 | 03/28/2022 | 04/07/2022 | 1,091.48 |
| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number |
| Advertising & Publication - PICO RIVERA PROMOTIONAL ITEMS/BAGS FOR SPECIAL EVENTS | | 1.0000 | Each | 990.00 | 990.00 | |
| G/L Account | Project | Amount |
| 100.80.8230-52300 (General Fund.Parks And Recreation.Marketing & Promotions-Advertising & Publications) | | | | | | 990.00 |
| Sales Tax - PICO RIVERA PROMOTIONAL ITEMS/BAGS FOR SPECIAL EVENTS | | 1.0000 | Each | 101.48 | 101.48 | |
| G/L Account | Project | Amount |
| 100.80.8230-52300 (General Fund.Parks And Recreation.Marketing & Promotions-Advertising & Publications) | | | | | | 101.48 |
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**P.O. Number** | **Item Description** | **Quantity** | **U/M** | **Amount/Unit** | **Total Amount** | **Vendor Catalog Part Number** | **Contract Number** |
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<tbody>
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<td>Each</td>
<td>861.3900</td>
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**G/L Account** | **Project** | **Amount** |
|----------------|-----------|-----------|

**Invoice Items** | **1** |

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<tr>
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<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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</thead>
<tbody>
<tr>
<td>CL68379</td>
<td>FUEL FOR CITY VEHICLES 02/21-02/28</td>
<td>Paid by EFT #9702</td>
<td>02/28/2022</td>
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<td>04/04/2022</td>
<td>04/07/2022</td>
<td>4,412.33</td>
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**P.O. Number** | **Item Description** | **Quantity** | **U/M** | **Amount/Unit** | **Total Amount** | **Vendor Catalog Part Number** | **Contract Number** |
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<tbody>
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**G/L Account** | **Project** | **Amount** |
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<tbody>
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**Invoice Items** | **1** |

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<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tbody>
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<td>04/07/2022</td>
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**P.O. Number** | **Item Description** | **Quantity** | **U/M** | **Amount/Unit** | **Total Amount** | **Vendor Catalog Part Number** | **Contract Number** |
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<tbody>
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<td>Fuel - FUEL FOR CITY VEHICLES WATER DIVISION 02/21-02/28</td>
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</table>

**G/L Account** | **Project** | **Amount** |
|----------------|-----------|-----------|

**Invoice Items** | **1** |

**Vendor 345 - Cosby Oil Company Totals** | **Invoices** | **4** | **$9,822.34** |

**Vendor 136 - CPACINC.COM**

**Vendor 136-C PACINC.COM**

**Vendor 330 - Granicus, Inc.**
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<th>Status</th>
<th>Held Reason</th>
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<td>150090</td>
<td>CONTINUED CIVICA HOSTING</td>
<td>Paid by EFT #9703</td>
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<td>04/07/2022</td>
<td>03/30/2022</td>
<td>04/07/2022</td>
<td>2,353.00</td>
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P.O. Number | Item Description                                      | Quantity | U/M  | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number |
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<td>4/1/22-6/30/22</td>
<td>Software - CONTINUED CIVICA HOSTING</td>
<td>1.0000</td>
<td>Each</td>
<td>2,353.0000</td>
<td>2,353.00</td>
<td>100.20.6040-52800 (General Fund.Finance.Information Systems-Software)</td>
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G/L Account | Project       | Amount      |                                   |             |               |                          |                |
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<tr>
<td>100.20.6040-52800 (General Fund.Finance.Information Systems-Software)</td>
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Invoice Items | 1 |

Vendor | 330 - Granicus, Inc. Totals | Invoices | 1 | $2,353.00 |

Vendor | 648 - Great West Deferred Compensation | Invoices | 1 | $250.00 |

Vendor | 913 - I Copy, Inc (ibe digital) | Invoices | 1 | $18.19 |

Vendor | 648 - Great West Deferred Compensation | Totals | Invoices | 1 | $250.00 |

Vendor | 913 - I Copy, Inc (ibe digital) | Totals | Invoices | 1 | $18.19 |

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<th>Due Date</th>
<th>G/L Date</th>
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<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tr>
<td>57258</td>
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<td>57260</td>
<td>CHARTER BUS FOR SPRING CAMP FIELD TRIP TO SANTA ANA ZOO 3/25/22</td>
<td>Paid by Check #289294</td>
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### Vendor 779 - Inland Empire Stages, LTD

- **Vendor**: 779 - Inland Empire Stages, LTD
- **Invoice Items**: 1
- **Total Invoice**: $2,360.76
- **G/L Account**: 205.80.8410-54500 (Proposition A.Parks And Recreation.Proposition A- Contracted Services)

### Vendor 181 - LA County Sheriffs Department

- **Vendor**: 181 - LA County Sheriffs Department
- **Invoice Items**: 1
- **Total Invoice**: $10,884.06
- **G/L Account**: 205.15.1500-54500 (Proposition A.Law Enforcement.Law Enforcement Administration-Contracted Services)

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Run by April Zamora on 04/07/2022 12:07:44 PM
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<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
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<tbody>
<tr>
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<td>PHONE ON HOLD MUSIC PARK &amp; REC 4/1/22-4/30/22</td>
<td>Paid by Check #289296</td>
<td>04/01/2022</td>
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<td>158.95</td>
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<tr>
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<td>G/L Account 100.80.8000-54500 (General Fund.Parks And Recreation.Parks &amp; Rec Administration-Contracted Services)</td>
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<td>Sales Tax - PHONE ON HOLD MUSIC PARK &amp; REC 4/1/22-4/30/22</td>
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Vendor 1975 - MyRec.com

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<th>G/L Date</th>
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<tbody>
<tr>
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<td>04/07/2022</td>
<td>3,345.00</td>
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<td>Contracted Services - MYREC SYSTEM ANNUAL REGISTRATION SOFTWARE FEE, 10/1/21-9/30/22</td>
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<td>G/L Account 100.80.8000-54500 (General Fund.Parks And Recreation.Parks &amp; Rec Administration-Contracted Services)</td>
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Vendor 1976 - Napa Auto Parts

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<th>Payment Date</th>
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<tbody>
<tr>
<td>120375</td>
<td>MECHANIC SHOP SUPPLIES</td>
<td>Paid by Check #289298</td>
<td>01/13/2022</td>
<td>04/07/2022</td>
<td>04/07/2022</td>
<td>03/24/2022</td>
<td>04/07/2022</td>
<td>485.69</td>
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<tr>
<td></td>
<td>Automotive-Parts &amp; Supplies - Automobile Supplies For City Fleet</td>
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<tr>
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<td>G/L Account 100.40.4033-53100 (General Fund.Public Works.Fleet Maintenance-Automobile Supplies )</td>
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Invoice Items 1

Invoice Items 2

Invoice Items 1

Invoice Items 1

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Report By Vendor - Invoice Detail Listing

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100.40.4033-53100 (General Fund.Public Works.Fleet Maintenance-Automobile Supplies )

| Invoice Items | 1 |

Vendor 74 - NASA Services Inc

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G/L Account 100-21200 (General Fund-Due To Rubbish Company)

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Vendor 74 - NASA Services Inc Totals

| Invoices | 6 |

$929.37

Vendor 392 - PGI-Pacific Graphics, Inc.

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G/L Account 100.80.8230-52400 (General Fund.Parks And Recreation.Marketing & Promotions-Print Duplicate & Photocopying)

| Invoice Items | 1 |

Vendor 392 - PGI-Pacific Graphics, Inc. Totals

| Invoices | 1 |

$5,782.88

Vendor 2050 - PPM GROUP INC

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G/L Account 202.70.7300-54500 (SB1- Traffic Congestion Relief.Capital Improvement Projects.Capital Improvement Projects-Contracted Services)

CIP.50041 (Capital Improvement Program, Rosemead Blvd. Road Rehab. (North of Whittier Blvd))

| Invoice Items | 1 |

Vendor 2050 - PPM GROUP INC Totals

| Invoices | 1 |

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**Vendor 420 - Robert Klein Printers**

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Run by April Zamora on 04/07/2022 12:07:44 PM
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# AP Warrant Register 4-7-2022

**Payment Date Range 04/07/22 - 04/07/22**

**Report By Vendor - Invoice**

**Detail Listing**

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**Vendor 86 - The Sauce Creative Services**

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**G/L Account**
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- 100.20.6040-52800 (General Fund.Finance.Information Systems-Software)
- 207.70.7300-54500 (Measure R.Capital Improvement Projects.Capital Improvement Projects-Contracted Services)
- CIP.50038 (Capital Improvement Program, Annual Sidewalk Replacement FY 19-20)
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Grand Totals | Invoices | 49 | 463,222.61 |
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**Vendor Totals**

- **7 - Advanced Printing**
  - Total Invoices: 1
  - Total Invoice Net Amount: $1,885.28

- **429 - 1st Jon Inc**
  - Total Invoices: 1
  - Total Invoice Net Amount: $2,050.36

- **54 - A & D Transportation, L.P.**
  - Total Invoices: 1
  - Total Invoice Net Amount: $401.50

Run by April Zamora on 04/14/2022 02:45:52 PM
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**Vendor Totals**

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G/L Account: 550.70.7340-54500 (Water Authority.Capital Improvement Projects.Water Authority-Contracted Services)

Invoice Items

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**Vendor 2252 - LUCIA ROSARIO ALCARAZ 824874**

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**P.O. Number 2021-00000427**

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G/L Account: 100.00.0000-46601 (General Fund.Non-Departmental Revenue.Non-Departmental Revenue-Parks and Rec - Trips & Tours)

Invoice Items

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**Vendor 2003 - American Marker 9992-22**

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G/L Account: 100.80.8230-52300 (General Fund.Parks And Recreation.Marketing & Promotions-Advertising & Publications)

Sales Tax - CITY SEAL LAPEL PIN AND PAPER WEIGHT | 1.0000 | Each | 201.9300 | 201.93 |

G/L Account: 100.80.8230-52300 (General Fund.Parks And Recreation.Marketing & Promotions-Advertising & Publications)

Invoice Items

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Run by April Zamora on 04/14/2022 02:45:52 PM
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Vendor 694 - Aramark

Vendor 2003 - American Marker Totals Invoices 4

Run by April Zamora on 04/14/2022 02:45:52 PM
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Run by April Zamora on 04/14/2022 02:45:52 PM
### Invoice 199512502
- **Description:** MEDIA EQUIPMENT FOR REMOTE & STUDIO SHOOTS FOR PUBLIC SERV
- **Status:** Paid by Check #289315
- **Invoice Number:** 199512502
- **Invoice Date:** 02/23/2022
- **Due Date:** 04/14/2022
- **G/L Date:** 03/31/2022
- **Received Date:** 04/12/2022
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $4,819.98

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### Invoice 199720530
- **Description:** MEDIA EQUIPMENT FOR REMOTE & STUDIO SHOOTS FOR PUBLIC SERV
- **Status:** Paid by Check #289315
- **Invoice Number:** 199720530
- **Invoice Date:** 03/01/2022
- **Due Date:** 04/14/2022
- **G/L Date:** 03/31/2022
- **Received Date:** 04/12/2022
- **Payment Date:** 04/14/2322
- **Invoice Net Amount:** $1,249.34

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### Vendor 1070 - B&H Photo Video
- **Invoices:** 2
- **Invoice Total:** $6,069.32

### Vendor 363 - Bishop Company
- **P.O. Number:** INV-729726
- **Description:** TOOLS FOR STREET DIVISION
- **Status:** Paid by Check #289316
- **Invoice Number:** INV-729726
- **Invoice Date:** 03/14/2022
- **Due Date:** 04/14/2022
- **G/L Date:** 03/31/2022
- **Received Date:** 04/06/2022
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $319.70

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#### INV-731659
- **Vendor:** TOOLS FOR STREET DIVISION
- **Status:** Paid by Check #289316
- **Invoice Number:** INV-731659
- **Invoice Description:** TOOLS FOR STREET DIVISION
- **Invoice Date:** 03/21/2022
- **Due Date:** 04/14/2022
- **G/L Date:** 03/31/2022
- **Received Date:** 04/06/2022
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- **Invoice Net Amount:** $374.70

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- **Vendor:** TOOLS FOR STREET DIVISION
- **Status:** Paid by Check #289316
- **Invoice Number:** INV-735021
- **Invoice Description:** TOOLS FOR STREET DIVISION
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- **Vendor 1590 - BKF Engineers Total:** $978.78
- **Vendor 1429 - BMG Money, Inc Total:** $7,850.34
- **Vendor 1429 - BMG Money, Inc:**
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  - **Invoice Description:** EMPLOYEE DEDUCTION FOR P/E
  - **Invoice Date:** 04/14/2022
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Vendor 2253 - CECILIA CHAVEZ

Vendor 15 - Century Rooter & Jetting Service, Inc

Vendor 2185 - Cableguys Corporation

Vendor 1429 - BMG Money, Inc

Run by April Zamora on 04/14/2022 02:45:52 PM
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Vendor 117 - CINTAS CORP.

Vendor 2253 - CECILIA CHAVEZ Totals Invoices 1 $19.00
### Invoice Details

**Vendor:** 2218 - Connection- Publics Sectors Solutions

#### Invoice 1
- **Invoice Number:** 72572933
- **Invoice Description:** Reach iPad Cases
- **Status:** Paid by Check #289322
- **Invoice Date:** 03/14/2022
- **Due Date:** 04/14/2022
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- **Received Date:** 04/06/2022
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $26,564.47

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- **G/L Account:** 690.80.8105-54100 (REACH Grants.Parks And Recreation.REACH-Special Departmental Expenses)
- **Project:** Departmental Expenses
- **Amount:** 24,095.39

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- **Project:** Departmental Expenses
- **Amount:** 19.08

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- **G/L Account:** 690.80.8105-54100 (REACH Grants.Parks And Recreation.REACH-Special Departmental Expenses)
- **Project:** Departmental Expenses
- **Amount:** 2,450.00

#### Invoice 2
- **Invoice Number:** 72573041
- **Invoice Description:** Reach iPad Cases
- **Status:** Paid by Check #289322
- **Invoice Date:** 03/15/2022
- **Due Date:** 04/14/2022
- **G/L Date:** 03/31/2022
- **Received Date:** 04/06/2022
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $1,502.46

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- **Project:** Departmental Expenses
- **Amount:** 1,363.89

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- **G/L Account:** 690.80.8105-54100 (REACH Grants.Parks And Recreation.REACH-Special Departmental Expenses)
- **Project:** Sales Tax
- **Amount:** 138.57

#### Invoice 3
- **Invoice Number:** 72577871
- **Invoice Description:** Reach iPad Cases
- **Status:** Paid by Check #289322
- **Invoice Date:** 03/16/2022
- **Due Date:** 04/14/2022
- **G/L Date:** 03/31/2022
- **Received Date:** 04/06/2022
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $194.32

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- **Project:** Departmental Expenses
- **Amount:** 176.25

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- **Project:** Sales Tax
- **Amount:** 18.07

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**Vendor:** 2218 - Connection- Publics Sectors Solutions

**Totals:**
- Invoices: 3
- Invoice Net Amount: $28,261.25
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G/L Account | Project | Amount
560.16.1600-54300 (PRIME - CCA.Enterprise Functions.Enterprise Ops Administration-Telephone) | | 199.00 |

Vendor 1331 - Corporate Image Marketing, Inc Totals
Invoices 1
$199.00

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100.30.3020-54500 (General Fund.Community & Economic Development.Economic Development-Contracted Services) | | 1,251.38 |

Vendor 874 - COSTAR REALTY INFORMATION, INC. Totals
Invoices 1
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G/L Account | Project | Amount
100.20.6040-52800 (General Fund.Finance.Information Systems-Software) | | 10,155.96 |

Vendor 136 - CPACINC.COM Totals
Invoices 1
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Vendor 663 - Dangelo Co
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Vendor 1746 - Esther Celiz

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Vendor 1746 - Esther Celiz

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Vendor 1746 - Esther Celiz

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Vendor 1746 - Esther Celiz

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**Vendor 600 - Fidelity Security Life Insurance/EyeMed**

165215110  | VISION SERVICES FOR APRIL 2022 | Paid by Check #289330 | 04/14/2022  | 04/14/2022  | 04/14/2022  | 04/14/2022  | 04/14/2022  | 3,036.22 |

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**Payroll - 03/03/2022 Benefit EyeMed Vision Care**

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**Payroll - 03/17/2022 Benefit EyeMed Vision Care**

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## Invoice Details

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- **Invoice Number:** 165215110
- **Invoice Description:** VISION SERVICES FOR APRIL 2022
- **Status:** Paid by Check #289330
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $3,036.22

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- **Vendor:** 2255 - Flashy Booth
- **Invoice Number:** 7458
- **Invoice Description:** PHOTO BOOTH SVC FOR SENIOR CENTER EVENT 4/13/22
- **Status:** Paid by Check #289331
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $552.00

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### Invoice 1751
- **Vendor:** 1751 - JOHN R. GARCIA
- **Invoice Number:** 1751
- **Invoice Description:** PHOTO BOOTH SVC FOR SENIOR CENTER EVENT 4/13/22
- **Status:** Paid by Check #289331
- **Payment Date:** 04/14/2022
- **Invoice Net Amount:** $552.00

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Vendor 419 - Garvey Equipment Company

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Vendor 961 - Grainger

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**Invoice Number**: 0450838
**Invoice Description**: MONTHLY INITIAL MOVE IN FEE - MARCH 2022
**Status**: Paid by EFT #9729
**Invoice Date**: 03/31/2022
**Due Date**: 04/14/2022
**G/L Date**: 03/31/2022
**Received Date**: 04/07/2022
**Payment Date**: 04/14/2022
**Invoice Net Amount**: 6.64

#### P.O. Number: 2022-00000083
**Item Description**: Contracted Services - FY 21-22 Monthly file storage & shredding service
**G/L Account**: 100.12.1200-54500 (General Fund.City Clerk.City Clerk Administration- Contracted Services)

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**P.O. Number**: 2022-00000083
**Item Description**: Contracted Services - FY 21-22 Monthly file storage & shredding service
**G/L Account**: 100.12.1200-54500 (General Fund.City Clerk.City Clerk Administration- Contracted Services)

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**Vendor Number**: 32741396-001
**Invoice Description**: BOOM LIFT RENTAL FOR RIO HONDO PARK HARNESS INSTALL
**Status**: Paid by Check #289334
**Invoice Date**: 03/18/2022
**Due Date**: 04/14/2022
**G/L Date**: 03/31/2022
**Received Date**: 04/06/2022
**Payment Date**: 04/14/2022
**Invoice Net Amount**: 1,093.15

#### P.O. Number: 2022-00000083
**Item Description**: Rental Equipment - BOOM LIFT RENTAL FOR RIO HONDO PARK HARNESS INSTALL
**G/L Account**: 100.40.4032-53301 (General Fund.Public Works.Park Maintenance-Equipment Rental)

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**Vendor Number**: SIN012742
**Invoice Description**: CONTRACT SVCS-SALES TAX OCTOBER-DECEMBER 2021
**Status**: Paid by Check #289367
**Invoice Date**: 11/22/2021
**Due Date**: 04/14/2022
**G/L Date**: 03/31/2022
**Received Date**: 04/14/2022
**Payment Date**: 04/14/2022
**Invoice Net Amount**: 27,930.74

#### P.O. Number: 2022-000000163
**Item Description**: Professional Services - Audit Services Sales Tax
**G/L Account**: 100.20.2015-54400 (General Fund.Finance.Budget & Research-Professional Services)
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Vendor 569 - Hosepower USA

69094887-00 MAINTENANCE SUPPLIES FOR BACKHOE REPAIR | Paid by Check #289335 | 02/23/2022 | 04/14/2022 | 03/31/2022 | 04/06/2022 | 04/14/2022 | 233.42 | |
| | | | | | | |
| 2022-00000163 | Equipment Maintenance & Repairs - MAINTENANCE SUPPLIES FOR BACKHOE REPAIR | | Quantity | 1.0000 | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number |
| | | | | Each | 211.7200 | 211.72 | | | |
| | | | G/L Account | 100.40.4033-53300 (General Fund.Public Works.Fleet Maintenance-Equipment Maintenance & Repairs) | | Project | Amount | 211.72 | |
| | | | Sales Tax - MAINTENANCE SUPPLIES FOR BACKHOE REPAIR | | | | | | |
| | | | | | | G/L Account | 100.40.4033-53300 (General Fund.Public Works.Fleet Maintenance-Equipment Maintenance & Repairs) | | Project | Amount | 21.70 | |
| | | | Invoice Items | 2 | | | | | |
| | | | Vendor 569 - Hosepower USA | Totals | Invoices | 1 | $233.42 | |

Vendor 1722 - Ice Star Refrigeration, LLC

8348 SERVICE TO COOLER FOR GOLF COURSE | Paid by Check #289336 | 03/03/2022 | 04/14/2022 | 03/31/2022 | 04/06/2022 | 04/14/2022 | 190.00 | |
| | | | | | | |
| | | | | | | Small Tools & Equipment - SERVICE TO COOLER FOR GOLF COURSE | | Quantity | 1.0000 | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number |
| | | | | Each | 190.0000 | 190.00 | | | |
| | | | G/L Account | 570.16.1620-53500 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Small Tools & Equipment) | | Project | Amount | 190.00 | |
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<tbody>
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<td>2022-00000245</td>
<td>Contracted Services - Sewer Maintenance</td>
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G/L Account: 100.40.4050-54500 (General Fund.Public Works.Sewer Maintenance-Contracted Services)

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<td>2079 - Jason Sperling DBA People Speak, LLC</td>
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<td>CITY HALL WEBSITE APPLICATION AND MODULES FOR APRIL 2022</td>
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<td>2022-00000111</td>
<td>Professional Services - Virtual City Hall Website application and modules</td>
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<td>STREET SIGNS</td>
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<td>Signage - Street Signs</td>
<td>100.40.4030-54650 (General Fund.Public Works.Street Maintenance-Signage)</td>
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<th>Amount/Unit</th>
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<tbody>
<tr>
<td>1</td>
<td>1703 - Joe Espinosa</td>
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<td>CITY HALL WEBSITE APPLICATION AND MODULES FOR APRIL 2022</td>
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<td>04/01/2022</td>
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<td>Professional Services - Virtual City Hall Website application and modules</td>
<td>250.80.8230-54400 (Cable/PEG Support.Parks And Recreation.Marketing &amp; Promotions-Professional Services)</td>
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<td>Paid by EFT #9731</td>
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<td>100.40.4030-54650 (General Fund.Public Works.Street Maintenance-Signage)</td>
<td>105.01</td>
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# AP Warrant Register 4-14-2022

## Payment Date Range
04/14/22 - 04/14/22

**Report By Vendor - Invoice Detail Listing**

### Vendor: **428 - Johnstone Supply**

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>SENOIR CENTER BAND PERFORMANCE-MEET &amp; MINGLE EVENT</td>
<td>Paid by Check #289339</td>
<td>04/07/2022</td>
<td>04/14/2022</td>
<td>04/14/2022</td>
<td>04/07/2022</td>
<td>04/14/2022</td>
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**P.O. Number**

<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
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</tr>
</thead>
<tbody>
<tr>
<td>SENIOR CITIZEN COMMITTEE-SENIOR CENTER BAND PERFORMANCE-MEET &amp; MINGLE EVENT</td>
<td>1.0000</td>
<td>Each</td>
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<td>1,665.00</td>
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**G/L Account**

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount</th>
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<tbody>
<tr>
<td>100.80.8220-55280 (General Fund.Parks And Recreation.Senior Services-Senior Citizen Committee)</td>
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**Invoice Items**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Net Amount</th>
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<tbody>
<tr>
<td>1703 - Joe Espinosa</td>
<td>$1,665.00</td>
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### Vendor: **428 - Johnstone Supply**

<table>
<thead>
<tr>
<th>Invoice Number</th>
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<th>Invoice Date</th>
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<th>G/L Date</th>
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<tbody>
<tr>
<td>5087957</td>
<td>MAINTENANCE SUPPLIES FOR PICO PARK HVAC</td>
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<td>03/23/2022</td>
<td>04/14/2022</td>
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**P.O. Number**

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**G/L Account**

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<tr>
<td>100.40.4031-53400 (General Fund.Public Works.Facilities Maintenance-Building &amp; Grounds Maintenance)</td>
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<td>Sales Tax - MAINTENANCE SUPPLIES FOR PICO PARK HVAC</td>
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**G/L Account**

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**Invoice Items**

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<tr>
<td>2403</td>
<td>USED OIL RECYCLE PROGRAM SERVICES MARCH 2022</td>
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**G/L Account**

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**Invoice Items**

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### Vendor: **1947 - L. A. Pressure Supply LLC**

Run by April Zamora on 04/14/2022 02:45:52 PM
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<td>100.15.1500-54500 (General Fund.Law Enforcement.Law Enforcement Administration-Contracted Services)</td>
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Vendor 2029 - Vanessa Vivian Martinez Totals

Invoices 1

$100.00

Vendor 1697 - Minuteman Press

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Vendor 1697 - Minuteman Press Totals

Invoices 1

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Vendor 1075 - Nationwide Cost Recovery Services, LLC

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Vendor 1075 - Nationwide Cost Recovery Services, LLC Totals

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Vendor 1398 - Nationwide Retirement Solutions
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**P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number**

- **G/L Account | Project | Amount**
  - 100-20821 (General Fund-PT Retirement Liability) | 1,501.78 |
  - 550-20821 (Water Authority-PT Retirement Liability) | 66.15 |
  - 690-20821 (Reach Grants-PT Retirement Liability) | 998.40 |

- **G/L Account | Project | Amount**
  - 100-20821 (General Fund-PT Retirement Liability) | 1,501.78 |
  - 550-20821 (Water Authority-PT Retirement Liability) | 66.15 |
  - 690-20821 (Reach Grants-PT Retirement Liability) | 998.40 |

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**P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number**

- **G/L Account | Project | Amount**
  - 100-20824 (General Fund-Post Employment Health Plan Liability) | 391.91 |
  - 550-20824 (Water Authority-Post Employment Health Plan Liability) | 31.39 |
  - 560-20824 (PRIME - CCA-Post Employment Health Plan Liability) | 11.10 |
  - 570-20824 (Golf Course-Post Employment Health Plan Liability) | 3.70 |
  - 851-20824 (Successor - Debt Service-Post Employment Health Plan Liability) | 8.89 |
  - 590-20824 (Sports Arena Complex-Post Employment Health Plan Liability) | 12.93 |

- **G/L Account | Project | Amount**
  - 100-20824 (General Fund-Post Employment Health Plan Liability) | 391.91 |
  - 550-20824 (Water Authority-Post Employment Health Plan Liability) | 31.39 |
  - 560-20824 (PRIME - CCA-Post Employment Health Plan Liability) | 11.13 |
  - 570-20824 (Golf Course-Post Employment Health Plan Liability) | 3.69 |
  - 851-20824 (Successor - Debt Service-Post Employment Health Plan Liability) | 8.88 |
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Vendor 1899 - NVS, Inc

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Vendor 1677 - Nutrien AG Solutions, Inc Totals

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Vendor 1899 - NVS, Inc

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**Vendor 2226 - Ruth Villalobos & Associates, Inc.**

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<td></td>
<td>590.11.1110-54400 (Sports Arena Complex.Administration.City Manager-Professional Services)</td>
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**Vendor 2059 - S & R Air Conditioning and Heating, Inc.**

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**Vendor 2226 - Ruth Villalobos & Associates, Inc. Totals**

**Vendor 2059 - S & R Air Conditioning and Heating, Inc. Totals**

Run by April Zamora on 04/14/2022 02:45:52 PM
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Vendor 2059 - S & R Air Conditioning and Heating, Inc Totals Invoices 3 $3,589.89
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<th>Invoice Net Amount</th>
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<td>253</td>
<td>EXPENSE REIMBURSEMENT</td>
<td>Paid by EFT #9738</td>
<td>MARCH 2022</td>
<td>04/01/2022</td>
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<td>03/31/2022</td>
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<td>570.16.1620-54500 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Contracted Services)</td>
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<td>2022-00000067</td>
<td>Departmental Supplies - Supplies- office/ food /etc</td>
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<td>2022-00000067</td>
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<td>2022-00000067</td>
<td>Management Fees - FY21-22 Management fees &amp; estimated reimb request Golf Course</td>
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<td>2022-00000067</td>
<td>Permits - Fees - Licenses - Permit and license fees and sales tax payment</td>
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<td>570.16.1620-56300 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Pro Shop Merchandise)</td>
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<td>2022-00000067</td>
<td>Supplies/Chemicals - Maintenance supplies/ chemicals</td>
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253-A EXPENSE REIMBURSEMENT MARCH 2022

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<th>Total Amount</th>
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Run by April Zamora on 04/14/2022 02:45:52 PM
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<tr>
<td>253-A</td>
<td>EXPENSE REIMBURSEMENT MARCH 2022</td>
<td>Held by EFT #9738</td>
<td>570.16.1620-55300 (Golf Course.Enterprise Functions.Pico Rivera Golf Course-Food and Beverage)</td>
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<td>1552-S &amp; S LaBarge Golf Inc</td>
<td>1552-S &amp; S LaBarge Golf Inc</td>
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Vendor 159 - San Gabriel Valley Water Co Totals

Vendor 152 - S & S LaBarge Golf Inc Totals

Vendor 159 - San Gabriel Valley Water Co Totals

Vendor 266 - SEIU Local 721

Payroll - 04/14/2022 Deduction SEIU P&R-Hourly Dues

Payroll - 04/14/2022 Deduction SEIU-Directors

Payroll - 04/14/2022 Deduction SEIU-FT Rank & File

G/L Account

Project

Amount
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<td>Contract Number</td>
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<tr>
<td>230-20812</td>
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<td>202-20812</td>
<td>(SB1- Traffic Congestion Relief-Union Dues Liab)</td>
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<td>11.90</td>
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<td>100-20812</td>
<td>(General Fund-Union Dues Liab)</td>
<td>1.0000</td>
<td>Each</td>
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Vendor 692 - SEIU Local 721-COPE

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<td>100-20826</td>
<td>(General Fund-Seiu P.A.C. Contributions)</td>
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<td>Each</td>
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<td>62.00</td>
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<tr>
<td>550-20826</td>
<td>(Water Authority-Seiu P.A.C. Contributions)</td>
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<td>(Reach Grants-Seiu P.A.C. Contributions)</td>
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Vendor 1999 - Shoeteria, Inc.

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<td>Total Amount</td>
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<td>Contract Number</td>
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<td>100.40.4031-54930</td>
<td>(General Fund.Public Works.Facilities Maintenance-Safety Programs &amp; Materials)</td>
<td>1.0000</td>
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Vendor 154 - Southland Transit, Inc.

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<th>G/L Date</th>
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<tr>
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</table>

**P.O. Number:** 1934 - Tripepi, Smith and Associates, Inc.

- **Item Description:** Advertising & Publication - JERSEYS FOR MAYOR’S MEXICO TRIP
- **Quantity:** 1.0000
- **U/M:** Each
- **Amount/Unit:** 432.00
- **Total Amount:** 432.00

**G/L Account:** 100.80.8230-52300 (General Fund.Parks And Recreation.Marketing & Promotions-Advertising & Publications)

**Sales Tax - JERSEYS FOR MAYOR’S MEXICO TRIP**

- **Quantity:** 1.0000
- **U/M:** Each
- **Amount/Unit:** 41.04
- **Total Amount:** 41.04

**G/L Account:** 100.80.8230-52300 (General Fund.Parks And Recreation.Marketing & Promotions-Advertising & Publications)

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<th>Invoice Date</th>
<th>Due Date</th>
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<td>COMMUNICATIONS SUPPORT MARCH 2022</td>
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**P.O. Number:** 2022-00000217

- **Item Description:** Contracted Services - Communications support related to City's CIP’s
- **Quantity:** 1.0000
- **U/M:** Each
- **Amount/Unit:** 4,553.75
- **Total Amount:** 4,553.75

**G/L Account:** 305.70.7300-54500 (2018 Series A Cert of Part.Capital Improvement Projects.Capital Improvement Projects-Contracted Services)

**Project:** 50048 ((S) Residential Resurfacing Program - Overlay & Reconstruction)

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<td>045-373298</td>
<td>MAINTENANCE AND TRAINING 2020-115568</td>
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**P.O. Number:** 312 - Tyler Technologies, Inc.

- **Item Description:** Software - MAINTENANCE AND TRAINING 2020-115568
- **Quantity:** 1.0000
- **U/M:** Each
- **Amount/Unit:** 175.00
- **Total Amount:** 175.00

**G/L Account:** 100.20.2000-52800 (General Fund.Finance.Finance Administration-Software)

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<td>MAINTENANCE AND TRAINING 2020-115568</td>
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<td>Paid by EFT #9743</td>
<td>04/08/22</td>
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<td>Payroll - 04/14/2022 Deduction United Way Donations</td>
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<td>Quantity</td>
<td>U/M</td>
<td>Amount/Unit</td>
<td>Total Amount</td>
<td>Vendor Catalog Part Number</td>
<td>Contract Number</td>
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<td>G/L Account</td>
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<td>100-20813 (General Fund-Voluntary Employee Donations)</td>
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<td>20.00</td>
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Vendor 1511 - United Way Of Greater Los Angeles Totals

Invoices 1

$20.00

Vendor 2254 - BEVERLY WALKER

824891

REFUND FOR CANCELED EVENT- CA STRAWBERRY FESTIVAL | Paid by Check #289362 | 03/30/2022 | 04/14/2022 | 03/31/2022 | 04/04/2022 | 04/14/2022 | 41.00 |
| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
|              |                    | 1.0000 | Each | 41.0000 | 41.00 | | | |
| G/L Account | Project | Amount | |
| 100.00.0000-46601 (General Fund.Non-Departmental Revenue.Non-Departmental Revenue-Parks and Rec - Trips & Tours) | | 41.00 | |
| Invoice Items | 1 | | | |

Vendor 2254 - BEVERLY WALKER Totals

Invoices 1

$41.00

Vendor 2055 - Ware Malcomb

730524

PROFESSIONAL SERVICES FOR PR CITY HALL 3/1/22-3/31/22 | Paid by Check #289363 | 04/12/2022 | 04/14/2022 | 03/31/2022 | 04/13/2022 | 04/14/2022 | 8,075.00 |
| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
|              |                    | 1.0000 | Each | 8,075.0000 | 8,075.00 | | | |
| G/L Account | Project | Amount | |
| 280.70.7300-54500 (CDBG- CFDA #14.218.Capital Improvement Projects.Capital Improvement Projects-Contracted Services) | CIP.50035 (Capital Improvement Program, ADA City Hall - Restrooms, Elevators, Entrance Ramps (design)) | 8,075.00 | |
| Invoice Items | 1 | | | |

Vendor 2055 - Ware Malcomb Totals

Invoices 1

$8,075.00

Vendor 1794 - West Coast Arborists, Inc

183540

GRID PRUNING 3/1/22-3/15/22 | Paid by Check #289364 | 03/15/2022 | 04/14/2022 | 03/31/2022 | 04/06/2022 | 04/14/2022 | 33,084.00 |
| P.O. Number | Item Description | Quantity | U/M | Amount/Unit | Total Amount | Vendor Catalog Part Number | Contract Number | |
|              |                    | 1.0000 | Each | 33,084.0000 | 33,084.00 | | | |
| G/L Account | Project | Amount | |
| 100.40.4030-54500 (General Fund.Public Works.Street Maintenance-Contracted Services) | | 33,084.00 | |
| Invoice Items | 1 | | | |
### AP Warrant Register 4-14-2022

#### Payment Date Range 04/14/22 - 04/14/22

**Report By Vendor - Invoice**

**Detail Listing**

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
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<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
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<tbody>
<tr>
<td>183542</td>
<td>TREE &amp; STUMP REMOVALS</td>
<td>Paid by Check #289364</td>
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<td>6,820.00</td>
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**P.O. Number:** 2022-00000182

<table>
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<td>Contracted Services - Contracted Tree Service</td>
<td>1.0000</td>
<td>Each</td>
<td>6,820.0000</td>
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**G/L Account:** 100.40.4030-54500 (General Fund.Public Works.Street Maintenance-Contracted Services)

<table>
<thead>
<tr>
<th>Invoice Items</th>
<th>1</th>
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<table>
<thead>
<tr>
<th>Vendor</th>
<th>1794 - West Coast Arborists, Inc.</th>
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</thead>
<tbody>
<tr>
<td>Vendor</td>
<td><strong>1794 - West Coast Arborists, Inc.</strong></td>
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<table>
<thead>
<tr>
<th>Vendor</th>
<th>Western Dental Services, Inc.</th>
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<tbody>
<tr>
<td>P.O. Number</td>
<td>269983</td>
</tr>
<tr>
<td>Invoice Description</td>
<td>DENTAL SERVICES (DHMO) FOR APRIL 2022</td>
</tr>
<tr>
<td>Paid by Check</td>
<td>#289365</td>
</tr>
<tr>
<td>Invoice Date</td>
<td>04/14/2022</td>
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<tr>
<td>Due Date</td>
<td>04/14/2022</td>
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<tr>
<td>G/L Account</td>
<td>100-20808 (General Fund-Benefits Deduction)</td>
</tr>
<tr>
<td>Payroll - 03/03/2022 Benefit Western Dental Services</td>
<td>1.0000 Each 135.4300 135.43</td>
</tr>
</tbody>
</table>

| G/L Account | 550-20808 (Water Authority-Benefits Deduction) |
| Payroll - 03/17/2022 Benefit Western Dental Services | 1.0000 Each 135.4300 135.43 |

| G/L Account | 230-20808 (Lighting Assessment District-Benefits Deduction) |
| Payroll - 03/17/2022 Benefit Western Dental Services | 1.0000 Each 135.4300 135.43 |

Vendor **175 - Western Dental Services, Inc.**

<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Paid by Check</th>
<th>P.O. Number</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Account</th>
<th>Payroll - 03/03/2022 Benefit Western Dental Services</th>
<th>1.0000 Each 135.4300 135.43</th>
</tr>
</thead>
<tbody>
<tr>
<td>DENTAL SERVICES (DHMO) FOR APRIL 2022</td>
<td>#289365</td>
<td>269983</td>
<td>04/14/2022</td>
<td>04/14/2022</td>
<td>100-20808 (General Fund-Benefits Deduction)</td>
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| G/L Account | 550-20808 (Water Authority-Benefits Deduction) |
| Payroll - 03/17/2022 Benefit Western Dental Services | 1.0000 Each 135.4300 135.43 |

| G/L Account | 230-20808 (Lighting Assessment District-Benefits Deduction) |
| Payroll - 03/17/2022 Benefit Western Dental Services | 1.0000 Each 135.4300 135.43 |

Vendor **175 - Western Dental Services, Inc.**

Run by April Zamora on 04/14/2022 02:45:52 PM
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<thead>
<tr>
<th>Invoice Number</th>
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<tbody>
<tr>
<td>269983</td>
<td>DENTAL SERVICES (DHMO) FOR APRIL 2022</td>
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<td>04/14/2022</td>
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**Invoice Items**

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<th>Quantity</th>
<th>U/M</th>
<th>Amount/Unit</th>
<th>Total Amount</th>
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**G/L Account**

100.90.9000-51900 (General Fund.Non-Departmental.City Wide Non-Departmental-Group Health & Life Ins)

**Vendor**

**354 - Willdan Engineering**

**Vendor 175 - Western Dental Services, Inc.**

**Invoice Items**

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Item Description</th>
<th>Quantity</th>
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<th>Amount/Unit</th>
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<td>00622480</td>
<td>PROF SVCS THROUGH 12/31/21, 8825 WASHINGTON TIA REVIEW</td>
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**G/L Account**

207.40.4010-54500 (Measure R.Public Works.Engineering-Contracted Services)

<table>
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<tr>
<th>Invoice Items</th>
<th>Vendor 175 - Western Dental Services, Inc.</th>
<th>Vendor 354 - Willdan Engineering</th>
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<td>3</td>
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**Invoice Items**

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</thead>
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<td>00622886</td>
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**G/L Account**

207.40.4010-54500 (Measure R.Public Works.Engineering-Contracted Services)

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<tr>
<th>Invoice Items</th>
<th>Vendor 175 - Western Dental Services, Inc.</th>
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**Invoice Items**

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<tr>
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**G/L Account**

207.40.4010-54500 (Measure R.Public Works.Engineering-Contracted Services)

<table>
<thead>
<tr>
<th>Invoice Items</th>
<th>Vendor 175 - Western Dental Services, Inc.</th>
<th>Vendor 354 - Willdan Engineering</th>
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<td>1</td>
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<td>00622888</td>
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<td>NonCIP.29263 (Non Capital Improvement Project, 3900 Baybar Road)</td>
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<thead>
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<th>Vendor</th>
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<tr>
<td>354 - Willdan Engineering</td>
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<td>Grand Totals</td>
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To: Mayor and City Council

From: City Manager

Meeting Date: April 26, 2022

Subject: INITIATIVE NO. 21-0042A1: THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

Recommendation:

1. Approve a resolution opposing Initiative No. 21-0042 A1, the Taxpayer Protection and Accountability Act.

Fiscal Impact:

There is no fiscal impact to the General Fund as a result of this agenda report. If enacted, The Taxpayer Protection and Government Accountability Act would result in reduced local government tax and fee revenues statewide and in the City of Pico Rivera.

Discussion:

The "Tax Fairness, Transparency, and Accountability Act" (AG# 17-0050 A1) was circulated in 2018 in order to qualify on the November 2018 ballot. This project would have severely constrained municipal revenue power. In the end, the measure's supporters removed it from the ballot in June 2018. On January 4, 2022, the California Business Roundtable filed the Taxpayer Protection and Government Accountability Act or AG# 21-0042 A1, and is currently being circulated for signature. To be placed on the ballot, the measure must collect 997,139 valid signatures from California voters. The proposed deadline for submitting signatures to qualify for the November 8, 2022, statewide general election is April 29, 2022, according to the California Secretary of State. Measures must be qualified for the ballot or withdrawn by June 30, 2022.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

At the time of this report, over 100 cities across the state have approved resolutions opposing the Taxpayer Protection and Accountability Act, including the following neighboring cities:
Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

**Fees and Taxes**

Local governments levy a variety of fees and other charges to provide core public services.

Major examples of affected fees and charges are:
- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
- Commercial franchise fees.
- Emergency response fees, such as in connection with DUI.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, and garbage disposal tipping fees.

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, The League of California Cities estimates the amount of local government fee and charge revenue placed at risk is about $1 billion per year, including those adopted since January 1, 2022.

In 2020, voters in California approved 293 local tax and bond measures for cities, counties, special districts, and schools (95 in March and 198 in November).

Based on a historical review of tax measure results, a reasonable estimate of the annualized tax revenues estimated to be approved by voters in 2022 and placed at risk by this initiative is at least $1.5 billion, including $1.0 billion from cities and $500 million from counties and special districts.
Reductions of local government tax revenues have impacts on core services and infrastructure, including fire and emergency response, law enforcement, streets and roads, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention, and mental health services.

Fines and Penalties
Under existing law, cities are required to provide due process before imposing a penalty or fine for a violation of their municipal code:

1. A local agency must adopt administrative procedures that govern imposing fines and penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].
2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [Merco Construction Engineers v. Los Angeles Unified School District (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV].

The initiative converts administratively imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed. This provision puts at risk authority to impose fines and penalties for violations of state and local law.

Background:

The Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions to limit voters’ authority and input, adopt new and stricter rules for raising taxes and fees and make it more difficult to impose fines and penalties for violation of state and local laws.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts.

The measure would significantly negatively impact the City of Pico Rivera operations and core service delivery.

The proposed constitutional initiative is sponsored by the California Business Roundtable. The full text of the proposed constitutional initiative is included as Enclosure 2 of this agenda report.

I. Major Provisions
Fees and Charges
- Except for licensing and other regulatory fees, fees and charges may not exceed the “actual cost” of providing the product or service for which the fee is charged. “Actual cost” is the “minimum amount necessary.” The burden to prove the fee or charge
The burden of proving that the levy, charge or extraction is an exempt charge and not a tax, and that the amount charged does not exceed the actual cost of providing the service or product.

- Sets new standard for fees and charges paid for the use of local and state government property (e.g., franchise fees). These fees and charges are currently allowed to be market-based. Under this initiative, rental and sale of local government property must be "reasonable" (introducing a new legal standard aiming to force below market fee and charge amounts) which must be proved by "clear and convincing evidence." The standard may significantly reduce the amount large companies (e.g., oil, utilities, gas, railroads, garbage/refuse, cable, and other corporations) will pay for the use of local public property.

Taxes:
- Taxes adopted after January 1, 2022, that do not comply with the new rules, are void unless reenacted through the voters.
- Invalidates Upland decision that allows a majority of local voters to pass special taxes. The measure specifies that taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council.
- Expressly prohibits local advisory measures which allow local voters to provide direction on how local tax dollars should be spent.
- Requires voter approval to expand existing taxes (e.g., Utility, Transient Occupancy) to new territory (e.g., annexations) or expanding the base (e.g., new utility service).
- New taxes can only be imposed for a specific time period (does not limit years).
- City charters may not be amended to include a tax or fee.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to the state.

Fines and Penalties:
- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

Other Impacts:
- Under the proposed amendment, no fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

Conclusion:

Staff recommends that the City Council approve the resolution (Enclosure 1) in opposition
of the Taxpayer Protection and Government Accountability Act.

Steve Carmona

SC:JH:jg:smc

Enclosures: 1) Resolution
             2) Full Text of Ballot Initiative
RESOLUTION NO. ____


WHEREAS, an association representing California’s wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2022 statewide ballot;

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent;

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources;

WHEREAS, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods;

WHEREAS, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, utilities, and more.

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

SECTION 1. That the City of Pico Rivera will join the “No” on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

SECTION 2. City Council directs staff to email a copy of this approved resolution to the League of California Cities at BallotMeasures@calcities.org.

SECTION 3. The City Clerk shall attest to the passage of this resolution and it shall there upon be in full force and effect.
RESOLUTION NO. _____
Page 2 of 2

APPROVED AND PASSED this 26th day of April, 2022.

___________________________
Dr. Monica Sanchez, Mayor

ATTEST:

___________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

___________________________
Arnold M. Alvarez-Glasman,
City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:
January 4, 2022

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 – Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 “The Taxpayer Protection and Government Accountability Act.” The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,

Thomas W. Hiltachk
The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in strikeout. Added codified text is denoted by *italics* and *underline.*]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation’s highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California’s combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than $234 billion in new and higher taxes and fees.

(b) Taxes are only part of the reason for California’s rising cost-of-living crisis. Californians pay billions more in hidden “fees” passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local “fees” has more than doubled.

(c) California’s high cost of living not only contributes to the state’s skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California’s population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a “fee,” to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters’ intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—
either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, Cannabis Coalition v. City of Upland, Chamber of Commerce v. Air Resources Board, Schmeer v. Los Angeles County, Johnson v. County of Mendocino, Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission, and Wilde v. City of Dunsmuir.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for “unrestricted general revenue purposes” shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and
(c) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) As used in this section and in Section 9 of Article II, “tax” means every levy, charge, or exaction of any kind imposed by the state law that is not an exempt charge, except the following:

(e) As used in this section, “exempt charge” means only the following:

(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.

(2) A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and
that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) “Actual cost” of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) “Extend” includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) “Impose” means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) “State law” includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. “State law” does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) “Actual cost” of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) “Extend” includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.
(c) "General tax" means any tax imposed for general governmental purposes.

(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article 11 or the initiative power provided by a charter or statute.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) As used in this article, and in Section 9 of Article 11, "tax" means every any levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, except the following:

(j) As used in this section, "exempt charge" means only the following:

(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

(2) A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

(3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(4) A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

(6) A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

(7) An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.
A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).

(d) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(e) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

1. The type and amount or rate of the tax;

2. The duration of the tax; and

3. The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge
as provided in Section 1(i) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (i) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h) (1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, or charge, or surcharge, including a surcharge based on the value of property, shall be assessed by any agency upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.
(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not
declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022
Subject: REVIEW AND APPROVE A RESOLUTION ESTABLISHING THE CITY’S CAPITAL ASSET CAPITALIZATION POLICY

Recommendation:

1. Approve a resolution establishing the City’s Capital Asset Capitalization Policy.

Fiscal Impact:

There is no cost associated with the adoption of this policy.

Background:

The City of Pico Rivera (City) is constantly striving to improve its policies and the services it provides to the public. Hence, the City has drafted a proposed Capital Asset Capitalization Policy to provide a guide for specific policies and procedures in conformity with the Governmental Accounting Standards Board when it comes to maintaining a proper system for recording the value of City’s capital assets, and provide the City with adequate data needed to prioritize capital improvement projects (CIPs), infrastructure additions and related improvements.

The different classes of “capital assets” include, but are not limited to, land, buildings, infrastructure, and improvements other than buildings, equipment, and intangibles. The proposed policy will ensure the City’s value recording procedures are in conformity with industry standard requirements. The City reserves the right to modify, supplement, rescind, or revise any provision of this policy from time to time as it deems necessary or appropriate at its discretion.

Discussion:

The primary objective of the policy is to define eligible costs and establish thresholds for capitalization in conformity with Governmental Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements and Management’s Discussion and Analysis for State and Local Governments, Statement No. 51, Accounting and Financial Reporting for Intangible Capital Assets and Statement No. 87, Leases. The City adopted GASB 34 and 51 in fiscal years (FY) 2001-02 and FY 2009-10; the City is required to
adopt GASB 87 for FY 2021-22.

The City’s Administrative Services Department researched and analyzed the Capital Asset Capitalization policies adopted by various California cities and recommends that the City implement similar policies (attached hereto as Exhibit “A” to Enclosure 1). The proposed policy is comprised of latest statutory requirements and best practices. It is designed to formalize the process of capital asset capitalization and help staff appropriately determine the value of the assets, the costs of capitalization and the useful lives.

The assets include assets purchased or leased from outside vendors and CIPs built by the City for major projects, infrastructure additions, and improvements. Planning is necessary to give adequate consideration to all capital asset needs to achieve City Council and public input on the City's physical development. CIP plans can be evaluated by the City Council to ensure the City’s priorities, infrastructure needs, financial capacity, and impacts that projects could have on the City’s operating budget.

**Conclusion:**

The City Council is being asked to approve a resolution establishing the City's Capital Asset Capitalization Policy. Adopting the Capital Asset Capitalization Policy will help ensure the City stay up-to-date with GASB accounting pronouncements and capitalize asset appropriately. The policy will also require that the needed capital assets and CIPs receive appropriate consideration in the budget process for large expenditures to further the City's vision of a sustainable, equitable and vibrant community to live and work.

Steve Carmona

SC:AG:JG:ep

Enclosure: 1) Resolution/Exhibit A - Capital Asset Capitalization Policy
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING A CAPITAL ASSET CAPITALIZATION POLICY

WHEREAS, as part of the City of Pico Rivera’s (“City”) continuing effort to enhance the City’s fiscal and operational practice, a Capital Asset Capitalization policy (the “Policy”), attached hereto as Exhibit “A”, has been developed and submitted to the City Council for review and approval; and

WHEREAS, the purpose of the Policy is to establish a formal process for capital asset capitalization.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The Policy is hereby adopted establishing the City’s Capital Asset Capitalization Policy (Exhibit “A”) and the City Manager, or his/her designee, is hereby authorized to carry out reasonably necessary actions to implement the Policy citywide.

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

APPROVED AND PASSED this 26th day of April, 2022.

____________________________
Dr. Monica Sanchez, Mayor

ATTEST:

____________________________
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

____________________________
Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:
PURPOSE:

DEFINITION:
According to the GASB, capital assets include but are not limited to land, buildings, improvements, vehicles, machinery, equipment, infrastructure (e.g., roads, bridges, sidewalks, and similar items), and all other tangible or intangible assets used in operations and having initial useful lives extending beyond one reporting period. Capital asset capitalization refers to the process of recording the value of an asset and reducing the value of the item over time through a series of monthly or annual depreciation journal entries.

GENERAL POLICY:
Purchased, leased, donated, or internally developed assets meeting the City’s capitalization definition and threshold will be classified and recorded in the City’s financial records as capital assets. The City capitalizes all land, buildings, improvements, vehicles, machinery, equipment, and leased assets with an estimated useful life or lease term greater than one year and asset values $5,000 or more, leased assets value $25,000 or more, and infrastructure assets costing $50,000 or more1.

MAJOR ASSET CLASSES:

- **Land** – includes land under infrastructure and preparation costs. Costs can include acquisition prices and the cost of initially preparing land for its intended use (basic site improvements, removal, excavation, relocation, reconstruction). Land almost always has an indefinite useful life and is not depreciated.

- **Buildings** – permanent structures. Costs can include the purchase of a new building or the cost of an improvement to an existing building. An entire building can be classified as one asset or be reported as separate capital assets if discrete portions of the building have significantly different useful lives (e.g., the roof may be reported as separate from the building).

- **Infrastructure** – capital assets that are normally stationary in nature and can normally be preserved for a significantly greater number of years than most capital assets. Examples include roads, bridges, tunnels, drainage systems, water and sewer systems, and lighting systems.

- **Improvements other than buildings** – permanent improvements (nonmoveable) other than buildings that add value to land but do not have an indefinite useful life. Examples include fences, retaining walls, parking lots, and landscaping.

- **Equipment** – moveable assets that include all costs to place equipment into service (freight, installation, warranties, and sales tax). Each piece of equipment must meet the minimum

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1 Excluding “COSTS NOT ELIGIBLE FOR CAPITALIZATION”.
capitalization threshold and is not recorded in bulk. Examples include vehicles, furnishings, machinery, servers, and appliances.

- Intangibles – assets that are not physical in nature, including software, easements, water rights, etc.
  - Permanent Easements – intangibles with an indefinite useful life and are not depreciated.
  - Temporary Easements – intangibles without an indefinite useful life and are depreciated. Examples include temporary construction easements.
  - Software – both internally generated and off-the-shelf.
  - Leased Asset – right to use underlying asset.

**CAPITAL ASSET USEFUL LIFE:**

The capital asset useful life is the determining factor for the number of accounting periods over which the asset must be depreciated. The City can determine the useful life of an asset by using historical information or by seeking guidance from other external resources to determine the proper useful life of the asset. Depreciation is recorded on a straight-line basis over the estimated useful life of the asset as follows:

- Buildings and Structures – 40 years
- Improvements other than Buildings – 40 years
- Furniture and Equipment – Up to 25 years
- Infrastructure – Up to 60 years
- Leased Asset – Shorter of useful life or lease term

**COSTS ELIGIBLE FOR CAPITALIZATION:**

Costs should be capitalized only if directly identifiable with a specific asset and only if incurred after the acquisition of the related asset is considered likely to occur. Capital assets should be reported at historical cost, or in the absence of historical cost information, estimated historical cost. Historical costs include the following:

- Costs necessary to place the asset in its intended location (e.g., freight costs, legal costs and title fees).
- Costs necessary to place the asset in its intended condition for use (e.g., surveying fees, demolition costs, transportation costs, installation costs and site preparation charges).
- Costs for additions or improvements (excluding repairs) that either enhance the functionality or extend the expected useful life of the asset (e.g., adding a lane or road).

Donated assets should be reported at fair market value at the date of donation.

Leased asset values should be calculated according to GASB Statement No. 87.
COSTS NOT ELIGIBLE FOR CAPITALIZATION:

- Costs incurred before acquisition that have become probable, such as feasibility or site location studies.
- Costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives.
- Equipment or furnishings purchased in a group but that individually cost less than the capitalization threshold.
- General and administrative costs (overhead).
- Training to operate equipment or computer software.
- Maintenance agreements or software licenses/subscriptions.
- Slurry seal of pavement (considered as maintenance).
- Undergrounding of utilities (e.g., phone, cable, electricity, gas).
- Data conversion costs, if not required for the software to operate in the manner intended (i.e., accounts payable applications are fully able to process payments without historical data).

CAPITAL ASSET REVIEW:

The City relies on a decentralized method to verify the accuracy of capital assets. Departments are responsible for counting and evaluating the condition and functionality of existing capital assets assigned to their department to determine if the asset is still providing the most appropriate method to deliver services.

A physical inventory of the City’s capital assets equipment, including the leased assets, shall be conducted periodically as part of the fiscal year-end financial reporting process. A listing of capital asset equipment will be provided to each department reflecting their respective assets. Only capital assets that have a value greater than the $5,000 minimum threshold should be accounted for in the capital asset review. The listing should be reviewed, signed, and returned to the Administrative Service Department with the following notations along with any supporting documentation:

- Any changes, such as location, sale, trade-in, or disposal of capital asset equipment.
- The equipment serial number if it does not appear correct or missing on the listing.
- Any listed equipment found to be missing during the physical inventory.

Since the City relies on this decentralized method to verify the accuracy of the capital assets, the Administrative Service Department may review a random sample of equipment from selected departments.

ACCOUNTING AND FINANCIAL REPORTING:

- Accounting for Capital Assets in Proprietary Funds – Capital assets acquired for use in proprietary fund operations should be accounted for within the appropriate funds. Depreciation of the capital assets shall be recorded as expenses for those funds.
- Accounting for Capital Assets in Governmental Funds – Capital assets acquired for use in governmental funds shall be reported in the General Fixed Assets Account Group (GFAAG)
instead of the governmental funds. Depreciation of the capital assets shall be calculated and
the accumulated depreciation maintained in the GFAAG for disposition and cost accounting
purposes.

- Capital assets for proprietary funds and governmental funds are reported on the Annual
  Comprehensive Financial Report (ACFR). The annual ACFR is published on the City’s
  website.

- When an asset is no longer being used in operations, voluntarily or involuntarily, the asset
  shall be removed from the City’s financial records and service. The costs of assets sold or
  retired (and related amounts of accumulated depreciation) are eliminated from the accounts
  in the fiscal year of sale or retirement. The resulting gain or loss is included in the operating
  statement of the related fund. For government funds, the sale of capital assets is included in
  the statement of revenues, expenditures, and changes in fund balances as sale proceeds.

TAGGING:

The City tags vehicles and Information Technology (IT) items, such as desktop computers and
laptops, even if an item value is less than the capitalization threshold amount of $5,000. The
Administrative Service Department maintains the tag list, comprising the tag number, location,
person responsible, manufacturer, model and serial number.
To: Mayor and City Council

From: City Manager

Meeting Date: April 26, 2022

Subject: APPROVE A RESOLUTION ACCEPTING A SOLID WASTE HAULING RATE ADJUSTMENT FOR A NEW RESIDENTIAL ORGANICS DIVERSION PROGRAM AS AUTHORIZED BY THE FRANCHISE AGREEMENT WITH NASA

Recommendation:

1. Approve a resolution accepting a solid waste hauling rate adjustment as authorized by Section 2.9.2 “New Diversion Programs” of the franchise agreement between the City of Pico Rivera (City) and NASA Services, Inc. (NASA) for a new residential organics diversion program.

Fiscal Impact:

Approval of this proposed increase to residential refuse rates will result in an additional $3.77 per month or $45.24 per year to residential fees for solid waste collection and disposal services. Furthermore, approval of this proposed rate increase will result in an additional $52,076 to be remitted to the City by NASA annually through the Senate Bill (SB) 1383 Fee. Residential fees are collected through the LA County property tax roll as a direct assessment. The SB 1383 Fee is calculated as 3% of Residential gross receipts and 3% of Commercial gross receipts, increasing 0.5% annually to supplement the costs to implement SB 1383. There is no impact to the general fund revenues.

Background:

On March 13, 2012, in response to a Solid Waste Request for Proposal process, City Council of the City of Pico Rivera (City Council) approved Agreement No. 12-1290 with NASA for the collection of residential and commercial refuse, recyclables, and green waste (Agreement). This Agreement was subsequently amended in 2014 and 2015 to increase the franchise fees paid to the City, extend the term of the Agreement, and replace the required letter of credit with a $500,000 performance bond.

Subsequently, on February 23, 2021, City Council approved Amendment No. 3 of the Solid Waste Franchise Agreement, which granted modifications to services for the compliance of
Senate Bill (SB) 1383. NASA expanded their services to meet the following provisions as required by state law:

- Implement all state-mandated residential and commercial organics programs
- Train businesses on new programs and provide technical assistance annually
- Coordinate food recovery efforts and host annual workshops
- Assist with establishing the City’s recycled content procurement policies and train staff
- Assist with establishing the City’s ordinance to enact enforcement actions for non-compliance with AB 1826 and SB 1383
- Develop and maintain a de minimis waiver system for eligible businesses
- Prepare and submit annual reporting to CalRecycle
- Pay an SB 1383 Fee to the City to support programming, compliance, and enforcement.

SB 1383 was signed into law in September 2016, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California’s economy. SB 1383 establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from 2014 levels by 2020 and a 75% reduction by 2025. It also establishes an additional target where no less than 20% of disposed of edible food is to be recovered for human consumption by 2025.

In addition to the Agreement amendments, there have been several increases to residential and commercial refuse, recyclables, and green waste rates. Over the last nine years, City Council approved two (2) Extraordinary Adjustments for Commercial rates in 2016 and 2019 and one Extraordinary Adjustment to Residential rates in 2019. Extraordinary Adjustments are modifications to refuse rates in the event of extraordinary changes in the cost of providing service under the Agreement, including changes in a direct per ton fee assessed by the disposal site. Extraordinary Adjustments may be requested by NASA no more than once per year and must be approved by City Council.

Commercial rates were adjusted in 2016 due to a substantial increase in fees assessed by the Los Angeles County Sanitation District (LACSD) for solid waste processing and the closure of the Puente Hills Landfill and again adjusted in 2021 for increases in fees assessed by LACSD. However, NASA did not request annual CPI increases for Commercial rates from 2016 to 2020. Since 2016, the cost to dispose of refuse has increased 27% and the cost to dispose of recyclables has increased 217%. In 2019, Residential rates were increased by approximately 38% due to increased fees assessed by LACSD and changes to the recycling industry.

Discussion:
The current mandates are not funded through the state and must be recovered through solid waste rates charged to the City’s residents and businesses. When Amendment No. 3 of Agreement No. 12-1290 was approved by City Council on February 23, 2021, it was anticipated that the amended Agreement would result in a residential rate increase at a later date due to the cost of providing new programs related to SB 1383. At that time, no residential rate changes were proposed except for a new SB 1383 fee to be assessed on both Commercial and Residential gross receipts. Year-over-year rate increases, including the Consumer Price Index (CPI), Extraordinary Adjustments, and SB 1383 Fee since the inception of Agreement No. 1290 are shown in Table 1:

### Table 1: NASA Rate Increases 2012-2023

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Residential (3-cart mixed green/food waste)</th>
<th>% Change</th>
<th>Commercial (Refuse 3 yrd/1x per week)</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$15.50</td>
<td>0.0%</td>
<td>$98.10</td>
<td>0.0%</td>
</tr>
<tr>
<td>2013</td>
<td>$15.50</td>
<td>0.0%</td>
<td>$98.10</td>
<td>0.0%</td>
</tr>
<tr>
<td>2014</td>
<td>$15.50</td>
<td>0.0%</td>
<td>$98.10</td>
<td>0.0%</td>
</tr>
<tr>
<td>2015</td>
<td>$15.73</td>
<td>1.5%</td>
<td>$99.58</td>
<td>1.5%</td>
</tr>
<tr>
<td>2016</td>
<td>$15.73</td>
<td>0.0%</td>
<td>$100.33</td>
<td>0.8%</td>
</tr>
<tr>
<td>2017</td>
<td>$15.73</td>
<td>0.0%</td>
<td>$131.58</td>
<td>31.1%</td>
</tr>
<tr>
<td>2018</td>
<td>$16.30</td>
<td>3.6%</td>
<td>$131.58</td>
<td>0.0%</td>
</tr>
<tr>
<td>2019</td>
<td>$22.50</td>
<td>38.0%</td>
<td>$131.58</td>
<td>0.0%</td>
</tr>
<tr>
<td>2020</td>
<td>$23.17</td>
<td>3.0%</td>
<td>$131.58</td>
<td>0.0%</td>
</tr>
<tr>
<td>2021</td>
<td>$23.17</td>
<td>0.0%</td>
<td>$158.79</td>
<td>20.7%</td>
</tr>
<tr>
<td>2022</td>
<td>$23.75</td>
<td>2.5%</td>
<td>$162.76</td>
<td>2.5%</td>
</tr>
<tr>
<td>2023</td>
<td>$27.75</td>
<td>16.8%</td>
<td>$162.76</td>
<td>0.0%</td>
</tr>
<tr>
<td>Increase Over Contract Life</td>
<td>$12.25</td>
<td>79%</td>
<td>64.66</td>
<td>66%</td>
</tr>
</tbody>
</table>

On March 18, 2022, City Staff received a request from NASA to adjust residential rates to implement a new diversion program as authorized under Section 2.9.2 of Agreement 12-1290. Effective July 1, 2022, NASA will implement a new collection program which will allow residents to throw food scraps and soiled paper comingle with yard trimmings into the existing green cart to be in compliance with SB 1383. This method of collection is preferable over adding a fourth cart dedicated to food waste only due to several considerations:

- Limited space to store additional carts at homes and on the curb on collection days;
- Cost considerations for purchasing additional carts, trucks, adding staff, and other equipment;
- Traffic congestion from additional trucks on the road.
Under the new program, residents will be able to place food waste and food soiled paper inside of a clear plastic bag. The clear plastic bag can then be disposed of in the existing green carts with loosely placed yard trimmings. NASA will provide a comprehensive outreach plan to the City prior to implementation of the program. This will include individual mailers sent to each household, articles placed in the Profile Newsletter, updated website content, and a cart hanger on the carts. Following implementation of the program, NASA will be making spot checks of at least 10% of the carts to monitor for contamination and correct use and will provide direct feedback to residents.

Currently, the cost to process one ton of residential yard trimmings is $65.00. To implement the new program, the cost to process one ton of comingled food waste and yard trimmings will increase to $112.00 or a 72% cost increase per ton. Based on CalRecycle estimates, approximately 26% of Pico Rivera’s waste stream is made up of food waste and compostable paper. Rolling out the comingled green cart collection system which serves to collect food waste and yard trimmings, would shift approximately 5,867 tons from the black refuse cart to the green cart. Collectively, the cost to implement the new program will be approximately $577,440 or $3.77 per month per household resulting in a 16% increase to residential rates. The detailed calculations and financial assumptions are included as Enclosure 3. According to the League of California Cities, it is estimated that in California the average cost increase to households is estimated at $3 to $5 per month.

If approved by City Council, the proposed resolution authorizing an adjustment to residential rate for solid waste collection and disposal services would increase from $23.75 to $27.75 per month. Staff also conducted a regional refuse rate survey to investigate how NASA’s proposed rates compare to neighboring cities. Through analysis of the data, staff found the City of Norwalk had increased its residential rates by approximately 27% (including SB 1383 fees) since 2018. The surrounding cities of Artesia, Bellflower, Cerritos, Downey, Lakewood, Montebello, Paramount, Santa Fe Springs, and Whittier have not implemented SB 1383 fees into their residential rates as of February 2022:

<table>
<thead>
<tr>
<th>City</th>
<th>Hauler</th>
<th>Monthly Rate</th>
<th>% Difference</th>
<th>SB 1383</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pico Rivera (proposed)</td>
<td>NASA</td>
<td>$27.75</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Artesia</td>
<td>CR&amp;R</td>
<td>$22.71</td>
<td>-22%</td>
<td>No</td>
</tr>
<tr>
<td>Bellflower</td>
<td>CR&amp;R</td>
<td>$26.85</td>
<td>-3%</td>
<td>No</td>
</tr>
<tr>
<td>Cerritos</td>
<td>CalMet</td>
<td>$20.42</td>
<td>-36%</td>
<td>No</td>
</tr>
<tr>
<td>Downey</td>
<td>CalMet</td>
<td>$25.67</td>
<td>-8%</td>
<td>No</td>
</tr>
<tr>
<td>Lakewood</td>
<td>EDCO</td>
<td>$24.27</td>
<td>-14%</td>
<td>No</td>
</tr>
<tr>
<td>Montebello</td>
<td>Athens</td>
<td>$26.90</td>
<td>-3%</td>
<td>No</td>
</tr>
<tr>
<td>Norwalk</td>
<td>Athens</td>
<td>$21.35</td>
<td>-30%</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Unlike commercial fees, residential fees are collected through the LA County property tax roll as a direct assessment for an entire 12 months of solid waste services. Per the franchise Agreement, residential rate adjustments are to be made effective July 1st and cannot be applied retroactively. Therefore, NASA’s proposed rate increase will take effect July 1, 2022 upon City Council approval.

**Conclusion:**

NASA will implement the new residential refuse collection program effective July 1, 2022 to allow residents to utilize their existing green cart for the collection of yard trimmings and food waste, without the additional cost of adding a fourth cart. Staff recommends City Council consider approving a resolution (Enclosure 1) adjusting residential rates as authorized by Section 2.9.2 of the Agreement for the New Diversion Programs with an effective date of July 1, 2022.

Approval of the proposed residential adjustment will ensure NASA’s operational costs are met and will support increased participation in residential organics recycling to meet ongoing compliance with SB 1383. No additional changes to the franchise Agreement or to commercial refuse rates are being requested at this time.

Steve Carmona

SC:KM:pg

Enclosures: 1) Resolution
            2) Rate Proposal
            3) Proposed Rate Schedule
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA,
CALIFORNIA, APPROVING A SOLID WASTE HAULING RATE
ADJUSTMENT FOR A NEW RESIDENTIAL ORGANICS DIVERSION
PROGRAM EFFECTIVE JULY 1, 2022

WHEREAS, the City of Pico Rivera entered into a solid waste hauler franchise
agreement (Agreement No. 12-1290) with NASA Services, Inc. (“NASA”) for the provision
of refuse collection and disposal services throughout the City of Pico Rivera (“City”) in 2012
(the “Agreement”); and

WHEREAS, the City Council of the City of Pico Rivera approved amendments to the
Agreement in 2014 (Agreement No. 12-1290-1), 2015 (Agreement No. 12-1290-2) and
2021 (Agreement No. 12-1290-3); and

WHEREAS, among other things, the Agreement sets the rates to be charged to
residential and commercial customers, providing for circumstances under which such rates
may be increased; and

WHEREAS, per the Agreement, a request for rate adjustment shall not be deemed
as action by the City to establish or set rates, but rather the City’s approval is solely
required to verify the accuracy and appropriateness of the requested adjustment; and

WHEREAS, Senate Bill (SB) 1383 requires jurisdictions to automatically provide
organic waste collection to all residents and businesses by January 1, 2022; and

WHEREAS, Section 2.9.2 “New Diversion Programs” of the Agreement, provides a
method by which the City can request NASA to perform additional services or modify the
manner in which it performs existing services; and

WHEREAS, the City requested that NASA modify curb-side residential refuse
collection to include organics recycling in compliance with SB 1383; and

WHEREAS, NASA will allow residents to utilize their existing green cart for the
collection of both food waste and green waste, without adding a fourth cart to meet the
requirements of SB 1383; and

WHEREAS, NASA currently disposes of solid waste at the Puente Hills Materials
Recovery Facility (“PHMRF”), the Municipal Solid and Inert Waste fee charged by the
County Sanitation Districts of the County of Los Angeles is $77.84 per ton; and

WHEREAS, NASA will begin disposing of commingled food and green waste at the
PHMRF beginning July 1, 2022 and will be charged the Food Waste/Green Waste
Program fee of $112.07 per ton as of July 1, 2022 to dispose of mixed food and green
waste; and
WHEREAS, while a request to adjust residential refuse rates was approved by the City Council through Resolution No. 7024 on July 9, 2019, to account for extraordinary disposal cost increases, at that time, the rates were not increased to account for the implementation of SB 1383; and

WHEREAS, its is now therefore necessary to approve a request to adjust rates to implement state-mandated programs for the benefit of the health and safety of the residents of the City.

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

SECTION 1. The preceding recitals are true and correct.

SECTION 2. The adjustment of the new residential refuse and recycling rate is accurate and appropriate. The adjustment of the new residential refuse and recycling rate will be increased by $3.77—for a new total amount of $27.75 per month.

SECTION 3. That Exhibit A represents the updated residential rates schedules and supersedes all other residential rate schedules currently in effect;

SECTION 4. The commercial rates are not impacted by the increase to the residential refuse and recycling rates.

SECTION 5. That the residential rate schedule (Exhibit A) will take effect as of July 1, 2022 through June 30, 2023.

SECTION 6. The City Council hereby declares its intention to allow the County Tax Assessor to collect charges and fees for municipal solid waste collection, recycling and disposal services provided to all record owners within the City for Fiscal Years (FY) 2022-23 through and including FY 2027-28.

SECTION 7. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 26th day of April, 2022.

____________________________
Dr. Monica Sanchez, Mayor
RESOLUTION NO. _____
Page 3 of 3

ATTEST:  

____________________________  _______________________________
Anna M. Jerome, City Clerk   Arnold M. Alvarez-Glasman, City Attorney

APPROVED AS TO FORM:

AYES:  

NOES:  

ABSENT:  

ABSTAIN:
March 16, 2022

Kailin McGee  
CITY OF PICO RIVERA  
6615 Passons Boulevard  
Pico Rivera, CA 90660  

Re: New Diversion Program Adjustment – Residential  

Dear Ms. McGee,  

In accordance with the franchise agreement between the City of Pico Rivera and NASA Services, please find a request for a New Diversion Program Adjustment as authorized under Section 2.9.2. This rate adjustment is for new services provided to residential accounts ONLY to commence July 1, 2022.  

Senate Bill 1383 (SB 1383) was passed in 2016 and went into effect on January 1, 2022. Several new programs and processes must be implemented under SB 1383, including the implementation of a comprehensive organics collection program to all residential, multifamily residential, and commercial accounts. To this end, our contract was amended last year to include a mechanism for NASA Services to implement the required programs.  

Following discussions with the City, which have taken place over several months, it has been decided that for residential accounts, the preferred curbside collection program will allow residents to throw food scraps and food soiled paper commingled with yard trimmings into the green cart. This is preferable over adding a fourth cart due to several considerations, including:  

- The space required to store additional carts at homes  
- The requirement for residents to roll a fourth cart to the curb each week  
- Limit space at the curb to fit a fourth cart on collection days  
- Cost considerations for purchasing additional carts and trucks  
- Traffic congestion from additional trucks on the road.  

The proposed New Diversion Program Adjustment is in addition to the annual CPI adjustment previously requested. The following information supports this request.  

1. **Collection methodology:** The collection method will not change. NASA currently collects a green waste cart for yard trimmings from every residential account. The new program will allow residents to place food scraps and food soiled paper inside a clear plastic bag and then commingled in the green cart with loosely placed yard trimmings. The same collection vehicle and process will be used to collect the green cart as currently in place.  

2. **Equipment:** No changes to trucks, carts, or other equipment used in the existing collection practices.
3. **Labor Requirements:** No changes to the labor/staff used to currently collect.

4. **Types of Containers:** No additional containers or changes to the type of containers used during rollout. Under SB 1383 existing equipment that is usable may be kept in service until 2034. As new equipment is deployed, it must be replaced with carts that contain a lid with comprehensive education. NASA will be ordering new container stock to replace existing stock as requested by one customer at a time.

5. **Materials Collected:** Under the new program, residents will place food waste and food soiled paper (napkins) inside of a clear plastic bag. The clear plastic bags can then be disposed of in the existing green carts with loosely placed yard trimmings.

6. **Outreach and Education:** NASA will provide a comprehensive outreach plan to the city ninety days prior to implementation of the new program. This will include individual mailers sent to each household, articles placed in the Profile, updated website content, and a cart hanger placed on the carts. Additionally, NASA will be making spot checks of at least 10% of the carts to monitor for contamination and correct use and will provide direct feedback to residents.

7. **Program Financial Assumptions:** As noted in the attachment, CalRecycle estimates that 18.5% of the residential waste composition in Pico Rivera is food waste and 7.7% is remainder composite compostable fiber products. This food and food soiled paper waste would move from the black bin to the green bin by being placed in a clear plastic bag and then commingled with loosely placed yard trimmings. The result of this process is that currently clean yard trimming materials which carry a relatively low disposal rate will be assessed a premium rate for processing. The calculations and financial assumptions are as follows:

<table>
<thead>
<tr>
<th>Annual Residential Trash Disposal</th>
<th>Annual Residential YardTrimming Disposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Annual Tons</td>
<td>22,395</td>
</tr>
<tr>
<td>Current Rate to Process</td>
<td>$77.84</td>
</tr>
<tr>
<td>Total Annual Cost</td>
<td>$1,743,226.80</td>
</tr>
<tr>
<td>Total Current Annual Cost</td>
<td>$2,264,201.80</td>
</tr>
<tr>
<td>% of Food &amp; Compostable Paper</td>
<td>26.20%</td>
</tr>
<tr>
<td>Estimated Tons of Food and Compostable Paper</td>
<td>5,867</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Estimated Residential Trash Disposal</th>
<th>New Estimated Annual Residential Yard + Food</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est Annual Tons</td>
<td>16,528</td>
</tr>
<tr>
<td>Rate to Process</td>
<td>$77.84</td>
</tr>
<tr>
<td>Total Annual Cost</td>
<td>$1,286,501.38</td>
</tr>
<tr>
<td>Total Current Annual Cost</td>
<td>$2,842,312.03</td>
</tr>
<tr>
<td>Difference in Annual Disposal Fee</td>
<td>$578,110.23</td>
</tr>
<tr>
<td>Residential Units</td>
<td>12,764</td>
</tr>
<tr>
<td>Annualized additional cost per household</td>
<td>$45.29</td>
</tr>
<tr>
<td>Monthly additional cost per household</td>
<td>$3.77</td>
</tr>
</tbody>
</table>

Current rate = $24.33*

SB 1383 Program Cost = $ 3.77
NEW Rate to NASA = $28.10
City SB 1383 Fee 3.0% = $.84
New Residential Rate on Tax Roll = $28.94

*Current rate includes CPI increase for 22-23 less SB 133 fee of 3%.

Annual residential tax assessment:
  Monthly rate: = $ 28.94
  X 12 months
  Total 2022-23 assessment = $347.28

Should you have any questions, do not hesitate to contact me.

Sincerely,

Arsen Sarkisian
President
Following are effective July 1, 2022

<table>
<thead>
<tr>
<th>Residential Cart Service</th>
<th>Rate/Month*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cart Service - one each refuse, recycling and green waste ONLY cart</td>
<td>$27.75</td>
</tr>
<tr>
<td>Additional Refuse Cart</td>
<td>$10.09</td>
</tr>
<tr>
<td>Additional Recycling Cart</td>
<td>$-</td>
</tr>
<tr>
<td>Additional Green Waste Cart (above two)</td>
<td>$5.98</td>
</tr>
<tr>
<td>Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per year)</td>
<td>$7.47</td>
</tr>
<tr>
<td>Additional Bulky Item pickups (in excess of 10 annual free pickups for Residential Cart Customers, and 1 annual pickup per unit for Residential Bin Customers)</td>
<td>$37.37</td>
</tr>
<tr>
<td>Returned Check (&quot;NSF&quot;) Fee (applicable to all customers)</td>
<td>$37.37</td>
</tr>
<tr>
<td>Credit Card Declined Fee (applicable to all customers)</td>
<td>$37.37</td>
</tr>
</tbody>
</table>

* Including all fees retained by, or paid to, City.
To: Mayor and City Council

From: City Manager

Meeting Date: April 26, 2022

Subject: REVIEW AND APPROVE A RESOLUTION RATIFYING THE CITY’S INVESTMENT POLICY FOR FISCAL YEAR 2022-2023

Recommendation:

1. Review and approve a resolution ratifying the City of Pico Rivera (City) Investment Policy for fiscal year (FY) 2022-23 governing investments for the City and the Successor Agency.

Fiscal Impact:

There is no cost associated with the adoption of this policy.

Background:

The City’s and Successor Agency’s Investment Policy is intended to provide guidelines for the prudent investment of the City's available resources and outline the policies for maximizing the efficiency of the City's cash management process. The ultimate goal of an Investment Policy is to enhance the City's economic status while protecting its pooled cash. In accordance with California Government Code Section 53646(a), an annual rendering of the City’s Investment Policy (Policy) shall be presented to the City Council for consideration at a public meeting. Additionally, the investment policy for the City and Successor Agency states that it will be reviewed at least annually and presented to the City Council for review and approval.

Discussion:

The primary objective of the Policy is to provide a framework of approved securities in which the City can legally invest. The Policy drives the cash, treasury and investment management functions of the City, and serves as a guide for setting and achieving program objectives, defining rules, establishing benchmarks and reducing exposure to risk. It is also important to note that rating agencies pay close attention to a city's investment policy and portfolio in determining its credit rating, which is a key element when seeking financing options for the City.
The Policy is based on State of California Government Code Sections 53600 through 53609 and 53630 through 53686. These laws, as well as guidelines set forth by the Association of Public Treasurers of the United States and Canada, the California Municipal Treasurers Association (CMTA) and the Government Finance Officers Association (GFOA), have aided City staff in policy development. The state laws and established guidelines encompass a broad array of allowable investments and investment standards to suit the different needs of California’s local agencies. The City's Policy is more conservative than what is allowed by state law as it further restricts the percentage of allowable credit investments. The Policy applies to the City's Pooled Investment Portfolio, Bond Proceeds Portfolio and the Special Districts Portfolio. These portfolios encompass all funds under the oversight of the City Treasurer or approved designee.

Currently, the City utilizes the services of Chandler Asset Management, the City's investment adviser, to invest and manage $26 million of the City’s idle cash, which ranges from $50-$53 million. The remaining funds are invested in the Local Agency Investment Fund (LAIF) operated by the State Treasurer.

To ensure the portfolio’s safety, the City only selects investments with the highest credit quality. The Chandler Managed Portfolio is comprised primarily of Treasury Securities and Federal Government-sponsored entity debt, otherwise known as federal agency securities. Federal agency securities, such as Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac), are regarded as among the safest securities in the global market.

Utilizing CMTA guidelines as well as the expertise of Chandler Asset Management, the investment policy is presented in Enclosure 2. State Government Code allows for a limited scope of investments since public funds are being invested, and the overall goal is the preservation of these funds. It is in the City’s best interest to fully avail itself of the investments allowed per Government Code Section 53600, et seq.

The City submitted the attached investment policy to the CMTA after the City Council adopted it on June 22, 2021. It was independently evaluated by three (3) raters and was given a passing score by each rater. The passing score earned the City a “Certified” distinction.

Since then, neither the CMTA nor the California Government Code has updated their best practices recommendations. Chandler Asset Management also reviewed the policy and made no recommendations for any changes as the policy is still in line with best practices to ensure security, maintain liquidity, and seek yield where appropriate. Therefore, the City will keep the same policy, which adheres to CMTA’s best practices and demonstrates to external rating agencies that the City is committed to safeguarding taxpayer dollars and taking full advantage of investments, as allowed per Government Code Section 53600, et seq.
The Administrative Services Department presents the monthly investment transaction report and the quarterly investment report to the City Council in line with the recommendations and requirements set by the CMTA and the State of California. City staff will continue reviewing the investment policy on an annual basis and present the investment transaction report monthly and the Schedule of Investment quarterly to the City Council.

**Conclusion:**

The City Council will consider adopting a resolution (Enclosure 1) ratifying the City’s Investment Policy for FY 2022-23 to help ensure the safety and liquidity of the City’s idle cash. The enclosed Investment Policy conforms to the State of California Government Code Sections 53600 through 53609 and 53630 through 53686. All permitted investment types are also represented within (Enclosure 2).

Steve Carmona

SC:AG:JG:ep

Enclosures:  
1) Resolution  
2) Investment Policy
RESOLUTION NO. ___


WHEREAS, the City of Pico Rivera and the Successor Agency to the Dissolved Redevelopment Agency of the City of Pico Rivera (Successor Agency) have funds not required to satisfy immediate financial obligations; and

WHEREAS, the subject funds should be wisely and prudently invested in approved investment instruments; and

WHEREAS, the City and Successor Agency’s “Investment Policy” (the “Policy”), attached hereto as Enclosure (2) and made part of this Resolution, states it should be reviewed and approved by the City Council at least annually at a public meeting; and

WHEREAS, the City and Successor Agency’s Treasurer/Director of Administrative Services and the City’s outside investment advisor, Chandler Asset Management, have determined that the existing and amended Policy adequately complies with California Government Code Section 53600, et seq., government investment requirements; and

WHEREAS, the Policy was presented and considered by the City and Successor Agency for ratification at a duly noticed public meeting as required under Government Code Section 53646(a).

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

SECTION 1. The Policy is hereby ratified and adopted for FY 2022-23 pursuant to the requirements outlined in Government Code Section 53600, et seq.

SECTION 2. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 26th, day of April, 2022.

Dr. Monica Sanchez, Mayor
ATTEST: _______________________________ APPROVED AS TO FORM: _______________________________

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 
Investment Policy for the City of Pico Rivera and Successor
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1.0 Policy

The purpose of this document is to provide guidelines for the prudent investment of the City and Successor Agency’s idle cash and outline policies for maximizing the efficiency of the City/Successor Agency’s cash management system. The ultimate goal is to ensure security, maintain liquidity, and seek yield where appropriate. This investment policy is in accordance with the provisions in Sections 16429.1 and 53600 through 53684 of the California Government Code. (For the purposes of the remainder of this policy, any reference to “City” is inclusive of the Successor Agency.)

2.0 Scope

Included in the scope of the City’s investment policy are the following major guidelines and practices to be used in achieving the City’s primary investment objectives:

- Investment Authority and Responsibilities
- Eligible Financial Institutions
- Authorized Investments
- Investment Parameters
- Cash Management
- Evaluation of Investment Performance
- Investment Reporting
- Investment Policy Review and Adoption

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Pico Rivera, Pico Rivera Successor Agency (formerly known as the Redevelopment Agency), Pico Rivera Housing Assistance Agency, the Pico Rivera Water Authority, and all other funds and investment activities under the direct authority of the Pico Rivera City Treasurer, except for bond proceeds which are governed by their respective indenture agreements.

Subject to the prior written consent and approval of the City Treasurer and City Manager,
financial assets held and invested by trustees or fiscal agents are excluded from this policy. However, such assets are nevertheless subject to the regulations established by the State of California pertaining to investments by local agencies as well as the related bond indentures.

3.0 Prudence

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

“…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

Investment officers and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Investment officers or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.
4.0 Objective

In accordance with Government Code Section 53600.5, the primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

**Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

**Credit Risk** – is the risk of loss due to the failure of an issuer of a security. The City will minimize credit risk by:

- Limiting investments to the safest types of securities
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

**Market Rate Risk** – is the risk of market fluctuations due to overall changes in the general level of interest rates. The City will minimize the market rate risk by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools

**Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.
(dynamic liquidity). A portion of the portfolio also will be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short term funds.

**Yield**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The City will invest in relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not normally be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

**5.0 Delegation of Authority**

The City Council is responsible for the management of the City’s funds, including the administration of this investment policy. Management responsibility for the cash management of the City’s funds is hereby delegated to the Treasurer.

The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.
The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

6.0 Ethics and Conflicts of Interest

The City adopts the following policy concerning conflicts of interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Officers and employees involved in the investment process shall disclose to the City Clerk any material interest in financial institutions that conduct business with the City of Pico Rivera and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's investment portfolio.

Officers and employees shall not undertake personal investment transactions with the same individual with whom business is conducted on behalf of the City.

If there is an event subject to disclosure that could impair the ability of an officer or employee to make impartial decisions, the officer or employee must notify the City Manager in writing within ten (10) days.
7.0 Authorized Financial Dealers and Institutions

Pursuant to the State Code, Section 53601.5, the City shall transact business only with issuers, banks, savings and loans and registered investment securities dealers. The purchase of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State of California as a broker/dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The Director of Finance will maintain a list of financial institutions authorized to provide investment services to the City, will not give full discretionary authority to external investment managers and will not use external investment managers to purchase or sell securities or manage the City’s portfolio unless specifically approved by the City Council with a contract signed by the Mayor and City Attorney.

8.0 Authorized and Suitable Investments

Investment of City funds is governed by the California Government Code Sections 16429.1 and 53601. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 or five (5) years unless the City Council has granted prior express authority. The percentage limitations shall apply to investments at the time of purchase. This investment policy further restricts the permitted investments to those below:

**State Treasurer Local Agency Investment Fund (LAIF)**

Government Code Section 16429.1: The City may invest up to the maximum amount pursuant to LAIF policy. LAIF is a diversified investment pool administered by the California State Treasurer. Monies invested with LAIF are pooled with State monies in
order to earn the maximum rate of return consistent with safe and prudent treasury management. The City, Housing Authority and Successor Agency have separate accounts, so the combined limit is three times the LAIF Policy maximum.

**Local Government Investment Pools**
Government Code Section 53601(p): The City may invest in a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in 53601 (a) to (q), inclusive. There is no issuer limitation for Local Government Investment Pools.

**US Government and Federal Agency Obligations**
Government Code Sections 53601 (b) and (f): There is no limitation on the maximum of the City’s portfolio that may be invested in U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value. The maximum percent of agency callable securities in the portfolio will be 20%.

**Bankers Acceptances**
Government Code Section 53601 (g): Up to twenty percent (20%) of the City’s portfolio may be invested in Bankers Acceptances which are defined as bills of exchange or time drafts, drawn on and accepted by a commercial bank, which are eligible for purchase by the Federal Reserve System, although no more than 5% of the portfolio may be invested in Bankers Acceptances with any one commercial bank. Additionally, the maturity periods cannot exceed 180 days. Government Code Section 53601(g) allows 40% (30% with one bank).

**Municipal Securities—**
Government Code Section 53601 (C): Up to 30% of the City’s portfolio may be invested in obligations of the City, the State of California and any local agency within in the State
of California. The securities must be “A” rated by one NRSRO. No more than 5% per issuer.

Government Code Section 53601 (D): Up to 30% of the City’s portfolio may be invested in obligations of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. The securities must be “A” rated by one NRSRO. No more than 5% per issuer.

**Commercial Paper**
Government Code Section 53601 (h): A maximum of twenty-five percent (25%) of the City’s portfolio may be invested in highest tier (e.g. A-1, P-1, F-1 or higher) commercial paper as rated by Moody’s, Standard and Poor’s or Fitch rating service. Issuing corporations must be organized and operating in the United States, have $500 million total assets, and have at least an “A” rating (by Moody’s, Standard and Poor’s or Fitch) on debt other than commercial paper. The maturity period cannot exceed 270 days. No more than 5% of the portfolio may be invested in any single issuer.

**Repurchase Agreements**
Government Code Section 53601 (j): Although permitted by State Statute, repurchase agreements and reverse repurchase agreements will not be used without prior City Council approval.

**Certificates of Deposit and Passbook Savings Accounts**
Government Code Section 53601 (i): There is no limit as to the amount of the investment portfolio that may be deposited in passbook savings accounts. Negotiable certificates of deposit are limited to thirty percent (30%) of the City’s monies which may be invested. For Negotiable certificates of deposits greater than the FDIC insured amount, the issuer
must be have short term ratings of “A-1” or long term ratings of “A” by a NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

**Corporate Medium Term Notes**
Government Code Section 53601 (k): A maximum of 30% of the City’s portfolio may be invested in corporate medium term notes. The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

**Asset Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations.**
Government Code Section 53601 (o): A maximum of 20% of the City’s portfolio may be invested in the above mentioned securities from issuers not defined in US Government and Federal Agency Obligations section. The securities must be rated “AA” or better by one NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

**Supranational Securities**
Government Code Section 53601 (q): A maximum of 20% of the City’s portfolio may be invested in Supranational securities. The City can only purchase US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated “AA” or better by one NRSRO. No more than 10% of the portfolio may be invested in any single issuer.
Money Market Funds
Government Code Section 53601 (l): Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec 80a-l et seq.) may be purchased if they meet the requirements of Government Code Section 53601 (l). No more than 20 percent of the total assets of the investments held by a local agency may be invested in mutual funds, and no more than 10 percent in any one mutual fund.

Other Investments
Other investments that are or become legal investments pursuant to State of California Government Code may be purchased only after the specific approval by the City Council.

Prohibited Investments
The City of Pico Rivera shall not invest in any investment instrument/pool/fund unless specifically allowed under the “Investment Types” section of this policy.

The City of Pico Rivera shall comply with Government Code Section 53631.5 which states, “[a] local agency shall not invest any funds pursuant to this article in inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages” and that “[a] local agency shall not invest any funds pursuant to this article in any security that could result in zero interest accrual if held to maturity.” Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.

Legislative Changes
Any State of California legislative action that further restricts allowable maturities, investment types or percentage allocations will be incorporated into the City of Pico Rivera Investment Policy and supersede any and all previous applicable language. If the
City is holding an investment that is subsequently prohibited by a legislative change, the City may hold that investment, if it is deemed prudent by the Investment Officer, until the maturity date to avoid an unnecessary loss.

9.0 Review of Investment Portfolio
The securities held at the City of Pico Rivera must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8.0 Authorized and Suitable Investments subsequent to the date of purchase, The Treasurer shall at least annually review the portfolio to identify those securities that do not comply. The Treasurer shall establish procedures to report to the City of Pico Rivera and its oversight committee, should one exist, major and critical incidences of noncompliance identified through the review of the portfolio.

10.0 Investment Pools/Mutual Funds
As stated, a thorough investigation of an investment pool or mutual fund is required prior to investing and on a continual basis. At a minimum, the following information shall be on file for each pool and/or mutual fund:

1. A description of eligible investment securities, and a written statement of investment policy and objectives;
2. A description of interest calculations, how interest is distributed, and how gains and losses are treated;
3. A description of how these securities are safeguarded (including the settlement process), and how often these securities are priced and the program audited;
4. A description of who may invest in the program, how often, and the size of deposits and withdrawals;
5. A schedule for receiving statements and portfolio listings;
6. Whether reserves, retained earnings, etc. are utilized by the pool/fund;
7. A fee schedule and when and how fees are assessed; and
8. Whether the pool/fund is eligible for bond proceeds and/or will it accept such proceeds.

11.0 Collateralization
California law requires that public funds be collateralized. The depository must secure its public fund accounts by maintaining with the agent of the depository government securities having a market value of at least one hundred ten percent (110%) of the value of the public fund accounts. If a depository uses mortgage-backed securities (i.e., promissory notes secured by first mortgages or first deeds of trust) as collateral for public deposits, the market value of the mortgage-backed securities must be at least one hundred fifty percent (150%) of the value of the public fund accounts.

The collateralization requirement may be waived to the extent that funds are federally insured (currently up to $250,000 per institution). For deposits equivalent to the maximum insured amount, security may also be waived for interest accrued on the deposit provided the interest is computed by the depository on the average daily balance of the deposits, paid monthly and computed on a 360-day basis.

12.0 Safekeeping and Custody
Securities will be held by an independent third-party custodian selected by the City as evidenced by safekeeping receipts in the City’s name and monthly reports from the custodian. All investment transactions shall be conducted on a delivery-versus-payment basis.

13.0 Diversification
The investments shall be diversified by:
The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

- Avoiding investment in securities that have low ratings
- Investing in securities with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LAIF), or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

14.0 Maximum Maturities

In order to minimize the impact of market risk, it is intended that all investments will be held to maturity.

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances.

Investments may be sold prior to maturity for cash flow, appreciation purposes or in order to limit losses; however, no investment shall be made based solely on earnings anticipated from capital gains.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

15.0 Internal Controls

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance
that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and recordkeeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian

16.0 Cash Management

To obtain a reasonable return on public funds, the following cash management practices will be followed:

- Maintain maximum investment of all City funds not required to meet immediate cash flow needs.
- Except for cash in certain restricted and special funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
- Maximize the City’s cash flow through immediate deposit of all receipts, use of direct deposit when available, and appropriate timing of payment to vendors.
• Maximize cash flow information available through the use of only one operating bank account.

17.0 Performance Standards
The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City’s investment risk constraints and cash flow needs.

The investment portfolio shall be structured to optimize the return given the risk constraints and cash flow needs.

Investment performance shall be continually monitored and evaluated by the Investment Officer. Investment performance statistics and activity reports shall be generated on a quarterly basis for presentation to the City Council.

The Investment officer shall monitor and evaluate the portfolio’s performance relative to the chosen market benchmark(s), which will be included in the quarterly investment report. The Investment officer shall select an appropriate, readily available index to use as a market benchmark.

18.0 Reporting
Monthly transaction reports will be submitted by the Treasurer to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607. The City Treasurer shall prepare and submit a quarterly investment report to the City Council. This report will include the following elements relative to the investments held at quarter-end.

1. Face value
2. Security description
3. Coupon rate
4. Maturity date
5. Investment rating
6. Investment type
7. Purchase date
8. Cost of security
9. Purchase yield
10. Estimated market value
11. Amortized premium/discount
12. Statement relating the report to the Statement of Investment Policy
13. Statement of sufficiency of funds to meet the next six months’ obligations

19.0 Investment Policy Adoption

The Statement of Investment Policy shall be submitted annually to the City Council for adoption. The policy shall be reviewed at least annually to ensure its consistency with the overall objectives of the City and its relevance to current law and financial and economic trends. Any modifications made thereto must be approved by the City Council.
20.0 Glossary

**AGENCIES.** Shorthand market terminology for any obligation issued by a government-sponsored entity (GSE), or a federally related institution. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**ASKED.** The price at which a seller offers to sell a security.

**ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**BANKER’S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**BID.** The price at which a buyer offers to buy a security.

**BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.
CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor’s cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser’s agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components (“Stripped” coupons and principal). A derivative
is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

**Discount.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker’s acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**Diversification.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**Duration.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

**Federal Funds Rate.** The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

**Federal Open Market Committee.** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

**Leverage.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**Liquidity.** The speed and ease with which an asset can be converted to cash.

**Local Agency Investment Fund (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer’s Office.

**Local Government Investment Pool.** Investment pools that range from the State Treasurer’s Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

**Make Whole Call.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**Margin.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**Market Risk.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**Market Value.** The price at which a security can be traded.

**Marking to Market.** The process of posting current market values for securities in a portfolio.

**Maturity.** The final date upon which the principal of a security becomes due and payable.

**Medium Term Notes.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or
an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.  

**Modified Duration.** The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio’s or security’s exposure to market risk.  

**Money Market.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker’s acceptances) are issued and traded.  

**Mortgage Pass-Through Securities.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.  

**Municipal Securities.** Securities issued by state and local agencies to finance capital and operating expenses.  

**Mutual Fund.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund’s prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund’s prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.  

**Nationally Recognized Statistical Rating Organization (NRSRO).** A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment’s risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody’s.  

**Negotiable CD.** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).  

**Premium.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.  

**Prepayment Speed.** A measure of how quickly principal is repaid to investors in mortgage securities.  

**Prepayment Window.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.  

**Primary Dealer.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.  

**Prudent Person (Prudent Investor) Rule.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters,
would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**REALIZED YIELD.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

**REGIONAL DEALER.** A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

**REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller’s point of view, the same transaction is a reverse repurchase agreement.

**SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer’s name.

**STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities, or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**TOTAL RATE OF RETURN.** A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

**TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

**TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**VOLATILITY.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.
YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.
APPENDIX 1

INVESTMENT PROCESS

The authorized investment officers as stated in accordance with the City of Pico Rivera Investment Policy, are responsible for administering an investment program which:

- Adheres to the Statement of Investment Policy
- Prioritizes safety and liquidity
- Determines risk and optimizes return
- Provides for a system of due diligence in making investment decisions.

Delivery vs. Payment – all trades of marketable securities will be executed by delivery vs. payment to ensure that securities are deposited in an eligible financial institution prior to the release of City funds.
To: Mayor and City Council

From: City Manager and City Attorney

Meeting Date: April 26, 2022

Subject: ASSEMBLY BILL 361 FINDINGS

Recommendation:

1. Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing; and

2. Take such additional, related, action that may be desirable.

Fiscal Impact:

There is no fiscal impact to the General Fund.

Background:

Recently the Governor signed into law AB 361 which established additional requirements upon local governmental agencies concerning public participation during the COVID -19 pandemic and State of Emergency period. In order to comply with AB 361, on October 26, 2021 the City Council approved a resolution with the appropriate findings.

One of the requirements of AB 361 as found in Government Code Section 54953(e)(3) is if a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without posting or other Brown Act compliance requirements the legislative body/City Council shall every 30 days after approving the initial resolution, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist (i) The state of emergency continues to directly impact the ability of the members to meet safely in person or (ii) State or local
officials continue to impose or recommend measures to promote social distancing.

**Conclusion:**

Based on the foregoing, we recommend that the City Council receive and file the AB 361 report and make the requisite findings by majority vote as described in this report, as required by law every 30 days.

Steve Carmona  
Arnold M. Alvarez-Glasman

SC:AMAG
To:               Mayor and City Council  
From:             City Manager  
Meeting Date:     April 26, 2022  
Subject:          AWARD AGREEMENT FOR DIAL-A-VAN OPERATION AND MAINTENANCE SERVICES  

Recommendation:

1. Award a three-year Agreement beginning on July 1, 2022 to Southland Transit, Inc. for Dial-A-Van (DAV) Operation and Maintenance Services for a total over three years in an amount not-to exceed $1,289,489; and

2. Authorize City Manager to sign and execute the agreement with Southland Transit, Inc.

Fiscal Impact:

The agreement amount of $418,000 from Fund 205 (Prop A Funds), Account #205.80.8410.54500-9123 for FY 2022-23 will be presented to the City Council with the Proposed FY 2022-23 Budget. The remaining contract amount will be budgeted accordingly in subsequent fiscal years. No additional appropriations are needed at this time. There is no impact to the General Fund.

Background:

The City of Pico Rivera (City) has been operating a DAV program since 1999. DAV is a curb-to-curb paratransit service for resident’s ages 55 years and older, and individuals with disabilities. The current program operates five (5) days per week from 8:00 a.m. – 11:00 a.m. and 12:00 p.m. – 4:00 p.m. Transportation is provided within and up to six (6) miles outside the City limits. The service is free for qualified riders. Since 2018 the contract has been on a month-to-month basis; with the following timeline:

- The original DAV Services contract was executed on August 14, 2012, with an expiration date of June 30, 2015. The contract award was to Southland Transit, Inc.
From 2015 – 2017, the City experienced a great deal of transition within administration and transit operation oversight, causing the first extension to the current agreement, Agreement No. 12-1333 Amendment No. 1, to be implemented on July 1, 2017, and was backdated from July 1, 2015 to December 31, 2017.

Agreement No. 12-1333 Amendment No. 2 for Southland Transit, Inc., was extended from January 1, 2018 to June 30, 2018 (6 month extension).

Lastly, on July 1, 2018, the DAV agreement to Southland Transit, Inc., was placed on a month-to-month basis.

Since July 2018, the City has been looking at best ways to manage the Dial A Ride Program. During this time of transition consideration was given as to the best way to provide both DAV and Dial-A-Cab (DAC) Services for the community. There was discussion to bring services in-house. However, for long term cost saving measures, it was determined that best practice would be to continue contracting out each of these services separately. Therefore, staff initiated a Request for Proposal (RFP) for DAV service.

Discussion:

The DAV RFP included goals and objectives geared towards enhancing the current DAV program including an option to extend operating hours Monday – Friday, adding Saturday and Sunday service (a new added bonus for residents), and providing transportation for qualified residents to and from special events.

On August 19, 2021, the DAV RFP was issued and on September 14, 2021 a mandatory pre-proposal conference was conducted for prospective proposers.

On November 15, 2021, three (3) proposals were received by the following vendors:

1. First Transit
2. Southland Transit, Inc
3. On Demand Transportation Solutions

A committee consisting of four (4) Parks and Recreation Department/Transit staff and one (1) Transit consultant reviewed all proposals. As a result, all three (3) written proposals were evaluated. The proposals were scored in the areas of qualifications of contractor and financial stability, qualifications of staff, operations, facility, resources, work plan, and service and cost.
Upon review of the three (3) proposals, only the top two (2) were selected to move forward for interviews and possible selection based on the total percentage score ranking of each proposal. Scores are provided in the matrix below:

<table>
<thead>
<tr>
<th>Proposer</th>
<th>Average Evaluation Percentage Points Awarded out of 100 possible percentage points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southland Transit, Inc.</td>
<td>88%</td>
</tr>
<tr>
<td>First Transit, Inc.</td>
<td>75%</td>
</tr>
<tr>
<td>On Demand Trans. Svcs.</td>
<td>36%</td>
</tr>
</tbody>
</table>

On February 9, 2022, Southland Transit (“Southland Transit”) and First Transit, Inc., were invited to in-person interviews at the City of Pico Rivera’s Parks and Recreation Office. The proposers were asked to give a short presentation of their qualifications and to explain their plan to execute the scope of service requested in the RFP. The evaluation committee also asked appropriate transit related questions of the proposers.

In addition to the interview, on March 2, 2022 members of the evaluation committee visited both vendors’ operations facilities to perform a detailed site visit.

Although both proposed vendors are qualified, Southland Transit received the highest percentage score. Southland Transit has over twenty (20) years of experience operating transit systems throughout Southern California, and over forty (40) years of combined transit personnel experience. Southland Transit’s headquarter is located in the San Gabriel Valley; this will allow vehicles to be accessible to operate the City’s needs.

Staff determined Southland Transit, to be the most responsive and responsible proposer. Staff verified Southland Transit’s references and found their past performance on jobs of similar size and scope of work to be of merit. Southland Transit operates for the cities of Los Angeles Metropolitan Transit Authority, Riverside Transit Agency, City of Baldwin Park, City of Temple City, City of La Puente, and the City of Alhambra.

The enclosed agreement is for three (3) years commencing on July 1, 2022, and contains two, (2) one-year extension at the City’s option, and provides the community with enhanced services and technology. If approved, Southland Transit will be responsible for the operation and dispatch functions including real-time dispatching and GPS tracking, administration, personnel management, vehicle maintenance and repair, and operations data collection reporting; specifically with the National Transit Database (NTD). NTD reporting is imperative to the City to determine the amount of riders within a given year, and provides the City data to support funding.
Southland Transit’s proposal included an operation monitoring console, which will allow the City, transit staff, as well as service provider managers and supervisors to view live statistics for on-time performance (OTP), completed and pending trips, and current alerts. Real-time OTP data for the day’s service provides the percentage of on-time and late trips for any fleet or run(s) and breaks down the late trips by degree of lateness. This will assist in informing residents where their ride is, and to ensure the operators are within the City boundaries for its service.

Additionally, Southland Transit will ensure the City’s vehicles will be secured at their facility with assigned parking spaces. The City recently purchased three (3) new nine-passenger StarCraft Starlite Ford Transit Cutaway ADA Buses to operate in its DAV program.

The proposed DAV program will operate to ensure qualified residents will be assisted in their paratransit needs to get to and from medical appointments, personal excursions, and special events in a timely manner.

Southland Transit’s total combined three (3) years pricing is the also the most cost effective at $1,289,489, compared to First Transit, Inc., at $1,540,364. This is based off of the total annual cost, annual variable cost, annual fixed cost, revenue hours, monthly fixed rate, and rate per revenue hour.

The Notice of Intent to Award for this project was published on April 6, 2022. The anticipated project schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Agreement</td>
<td>April 26, 2022</td>
</tr>
<tr>
<td>Commencement Date</td>
<td>July 1, 2022</td>
</tr>
</tbody>
</table>

Project and agreement oversight will be provided by the City staff responsible for overseeing the Transit Division from the Department of Parks and Recreation. In addition to, they will oversee the transition from the current agreement to the new agreement over the next forty-five (45) days.

Conclusion:

Staff recommends that the City Council consider approving and agreement for Dial-A-Van operation and maintenance with Southland Transit commencing on the first day of July, 2022 and expiring on June 30, 2025 for the City of Pico Rivera’s DAV paratransit program, and authorize City Manager to execute the agreement upon final approval and review by the City Attorney’s office.
Enclosure: 1) Agreement
AGREEMENT NO. ____________

BY AND BETWEEN THE CITY OF PICO RIVERA

AND

SOUTHLAND TRANSIT, INC.

FOR TRANSIT SERVICES

DIAL-A-VAN PROGRAM RFP NO. 202108

1. IDENTIFICATION

This agreement for Transit Services ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation (the "CITY") and Southland Transit, Inc., a California Corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this Agreement.

2.2 WHEREAS, the CITY desires to utilize the services of CONTRACTOR as an independent contractor to render operations for the Dial-A-Ride transit services ("Project") as more fully described herein.

2.3 WHEREAS, the CONTRACTOR warrants to the CITY that has the qualifications, experience and facilities to properly and timely perform the services required under this Agreement.

2.4 WHEREAS, the CITY desires to contract with the CONTRACTOR to perform the services as set for in this Agreement.

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

3. SCOPE OF THE CONTRACTOR’S SERVICES AND WARRANTY

3.1 The CONTRACTOR agrees to provide the services and perform the tasks set forth in the Scope of Work as outlined in Exhibit "A," attached hereto and incorporated herein by this reference, which may be amended from time to time by way of a written directive from the CITY. The parties acknowledge that changes to the scope may increase or decrease the overall contract cost or levels of service. Changes to service levels will not change the unit cost provided within the proposal.
3.2 The CONTRACTOR warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and California employment laws, including but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. The CONTRACTOR shall indemnify and hold harmless the CITY from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against the CITY for, or on account of any liability under the above-mentioned laws, which may be incurred by reasons of the CONTRACTOR’s performance under this Agreement.

4. TERM OF AGREEMENT AND TIME OF PERFORMANCE

4.1 This initial Agreement shall cover a period of three (3) years commencing on the 1st day of July, 2022 (“Effective Date”), and expiring on June 30, 2025 (“Expiration Date”). The CITY reserves the right, at the CITY’S sole discretion, to award two (2), one (1) year extensions upon successful demonstration of exemplary contract performance. The entire contract period will not exceed a five (5) year term and will not extend past June 30, 2027”. The CITY may, with the approval of Pico Rivera City Council (“City Council”), extend the effective termination date of the Agreement, by enacting an amendment to the Agreement that is mutually agreeable to both parties.

4.2 The services to be performed pursuant to this Agreement shall be completed in accordance with the Project schedule (if any) contained in the Scope of Work (Exhibit “A”). The Project schedule may be amended by mutual Agreement of the parties memorialized in an executed writing. Failure to commence work in a timely manner and/or diligent pursuit of work to completion may be grounds for termination of this Agreement.

4.3 Excusable delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties (except that a force majeure shall not excuse the CITY’s obligation to pay.) Such acts shall include, but are not limited to, acts of God, fire, flood, earthquake, pandemic, epidemic, strikes, labor, shortages, labor disputes, material shortages, communications or power grid disruption, compliance with laws or regulations, riots, acts of war, acts of the government, or any other conditions beyond the reasonable control of a Party.

5. CITY AGENT

The City Manager, or his/her designee, for the purposes of this Agreement, is the agent for the CITY. Whenever approval or authorization is required, the CONTRACTOR understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization.

6. COMPENSATION AND BILLING
The CITY shall pay the CONTRACTOR for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Costs of Service’s fee in Exhibit “B”, attached hereto and incorporated by this reference, and cost of services under this Agreement shall not exceed $1,289,489 for the initial three-year (3-year) term; provided such amount may be adjusted should the CITY exercise its right to extend the Agreement, and/or depending on the budget allocated in Prop A funds for paratransit services, and upon further approval by the City Council (“Transit Budget”). To avoid cost overruns and the possibility of expanding General Funds from the CITY, the CITY shall establish a contingency reserve annually determine by the sole discretion of the City Manager. The CONTRACTOR shall attempt to provide services below the budget less the continuing revenue on a monthly-basis. The CONTRACTOR shall submit to the CITY, by no later than the Fifteenth (15th) of each month, its bill for services itemizing the fees and costs incurred during the previous month. The CITY shall pay the CONTRACTOR all uncontested amounts set forth in the CONTRACTOR’s bill within thirty (30) days after it is received. Invoices can be emailed to Analyst, Natalie Glasman at nglasman@pico-rivera.org or mailed to: P.O. Box 1016, 6615 Passons Blvd., Pico Rivera, CA 90660, Attn: Natalie Glasman, the designated Project Manager.

7. **CONFLICT OF INTEREST**

The CONTRACTOR represents that no CITY employee or official has a material financial interest in the CONTRACTOR’s business. During the term of the Agreement and/or as a result of being awarded this Agreement, the CONTRACTOR shall not offer, encourage or accept any financial interest in the CONTRACTOR’s business by any CITY employee or official.

8. **OWNERSHIP OF WRITTEN PRODUCTS**

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

9. **INDEPENDENT CONTRACTOR**

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

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

11. **INDEMNIFICATION**

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

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

11.3 The CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from the CONTRACTOR as a result of the CONTRACTOR’s failure to pay CITY promptly any indemnification arising under this Section 11 and related to CONTRACTOR’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

11.4 The obligations of the CONTRACTOR under this Section 11 will not be limited by the provisions of any workers’ compensation act or similar act. The CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the CITY, its officers, agents, employees and volunteers.

11.5 The CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the CONTRACTOR in the performance of this Agreement. In the event the CONTRACTOR fails to obtain such indemnity obligations from others as required herein, the CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend the CITY, its officers, agents, elected and appointed officials, employees,
affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the CONTRACTOR’s subcontractors or any other person or entity involved by, for, with or on behalf of the CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of the CITY’s choice.

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

11.7 PERS ELIGIBILITY INDEMNITY. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the 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, the 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 the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

12. INSURANCE

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

12.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than TWO MILLION DOLLARS ($2,000,000) per occurrence. If a general
aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury and property damage.

12.1.2 **Business Automobile Liability Insurance:** For all vehicles used in relation to taxi based services (defined as vehicles with a capacity of ten (10) passengers including the driver or less) insuring all owned, non-owned and hired automobiles and blanket contractual liability, coverage with a minimum limit of liability of ONE MILLION DOLLARS ($1,000,000) combined single limit per accident for bodily injury and property damage.

12.1.3 **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit if no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease.

(Not required if CONTRACTOR provides written verification that it has no employees)

12.1.4 **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit no less than ONE MILLION DOLLARS $1,000,000 per occurrence or claim, THREE MILLION ($3,000,000) aggregate.

If the awarded Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. The City shall have no responsibility of liability for such insurance coverage.

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

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

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

12.5 At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement,
12.6 The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONTRACTOR shall provide such proof to CITY at least two weeks prior to the expiration of the coverages.

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

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

12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and the CONTRACTOR’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

12.11 Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of CONTRACTOR’s liability or as full performance of CONTRACTOR’s duties to indemnify, hold harmless and defend under Section 11 of this Agreement.

13. MUTUAL COOPERATION

13.1 The CITY shall provide the CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONTRACTOR’s services under this Agreement.

13.2 In the event any claim or action is brought against the CITY relating to CONTRACTOR’s performance in connection with this Agreement, the CONTRACTOR shall render any reasonable assistance that the CITY may require.

14. RECORDS AND INSPECTIONS
The CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. The CITY shall have the right to access and examine such records, without charge, during normal business hours. The CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

15. **NOTICES**

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

To the CITY:

City of Pico Rivera  
Steve Carmona  
City Manager  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, CA 90660-1016  
Facsimile: (562) 801-4765

To the CONTRACTOR:

Southland Transit, Inc.  
Jason Snow  
Vice President & COO  
Cooperate and Operating Facility:  
3650 Rockwell Avenue  
El Monte, CA 91731  
Facsimile: (626) 258-1329

With a Courtesy Copy to:

Alvarez-Glasman & Colvin  
Arnold M. Alvarez-Glasman  
City Attorney  
13181 Crossroads Parkway North  
Suite 400 - West Tower  
City of Industry, CA 91746  
Facsimile: (562) 692-2244

16. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 3.2, 11 and 13, of this Agreement shall survive the expiration or termination of this Agreement.

17. **TERMINATION**

The CITY shall have the right to terminate this Agreement for any reason on thirty (30) calendar days’ written notice to the CONTRACTOR. The CONTRACTOR shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written
notice to CITY. The effective date of termination shall be upon the date specified in the notice of termination. CONTRACTOR agrees that in the event of such termination, the CITY’s obligation to pay CONTRACTOR shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CITY data, documents, objects, materials or other tangible things shall be returned to the CITY upon the termination or expiration of this Agreement.

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

18. ASSIGNMENT

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

19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

20. CAPTIONS

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

21. **NON-WAIVER**

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

21.2 The CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in the CITY’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the CONTRACTOR.

22. **COURT COSTS**

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

23. **SEVERABILITY**

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

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

25. **ENTIRE AGREEMENT**

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

[SIGNATURES ON THE NEXT PAGE]
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
SOUTHLAND TRANSIT, INC.

____________________________        _________________________________
Steve Carmona, City Manager  Jason Snow, Vice President & COO

Dated: ___________________  Dated: ____________________________

ATTEST:                      APPROVED AS TO FORM:

___________________________ ____________________________________
Anna M. Jerome, City Clerk   Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A

SCOPE OF WORK

SCOPE OF SERVICES

The service shall be the best obtainable utilizing the fleet of vehicles: three (3) nine-passenger Starcraft Starlite Ford Transit Cutaway ADA Bus. The vehicles are already equipped with security cameras, handrails and guards provided by and owned by the City and identified by the City’s unique branding. The price that was quoted and submitted included all items of labor, fuel, materials, tools and any other costs necessary; including vehicle storage, cleaning and maintenance to fully implement the DAV (hereinafter “Dial-A-Van”) System for Senior Citizens and Disabled Persons.

The Contractor shall coordinate, manage, and control all necessary DAV program activities that shall include: providing vehicle operations; vehicle storage, cleaning, and maintenance and operating personnel; providing vehicle operator and other personnel training; ridership data for NTD purposes; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency. The Contractor shall provide a customer service-oriented DAV operation of the highest quality.

The Contractor shall abide by and obey all applicable Federal, State, and City laws and regulations; as well as local air pollution control laws and regulations, including but not limited to the California Air Resources Board and South Coast Air Quality Management District, applicable to the Contractor. The Contractor shall also fully comply with all provisions of the Americans with Disability Act (“ADA”) requirements; and must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Certification of Drug-Free Workplace). The DAV service parameters are further detailed below.

A. Hours of Operation

The contractor shall provide standard operating transportation services seven (7) days a week, Monday through Sunday, with the first pick-up no earlier than 7:00 a.m. and the last pick-up no later than 6:00 p.m., Monday through Friday, and the first pick-up no earlier than 7:00 a.m. and the last pick-up no later than 4:00 p.m. Saturday through Sunday. In addition, the DAV service shall be available for City wide events and special program outside the specified standard operating transportation services that may include after-hours.

At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

All operating hours are subject to change. It is probable that the DAV service shall be adjusted at some future time by the City. Adjustments may include, but are not limited to,
expanding or decreasing service hours.

**B. Service Area**

The Contractor will transport eligible users to and from any location within the City limits, as well as, confirmed satellite points provided by the City. Contractor will also transport DAV program users to a medical appointment at any location within a six-mile (6-mile) radius from Pico Rivera’s City Hall: 6615 Passons Boulevard.

**C. Eligible Users**

“Eligible Users” will be City residents who are at least fifty-five (55) years of age or disabled persons of any age. The term disabled is intended to include all who are unable to use public transit because of illness, injury, or other permanent disability. The Contractor will provide DAV services to all Eligible Users who have been registered.

The Contractor must allow a registered care attendant to travel with an Eligible User, if indicated on the City of Pico Rivera issued identification card. The Contractor must ensure disabled participants who are under 18 years of age are accompanied by an adult.

The Contractor must allow a service animal to travel with persons with disabilities as indicated on the Eligible User’s profile.

**D. Registration and Identification Information**

The City of Pico Rivera will register and certify Eligible Users of the DAV Program (hereinafter “DAV participants” or “participant”).

Although the City conducts registration operations, City of Pico Rivera reserves the right to be able to access and/or share the registration service and software program utilized by the Contractor to note or make any changes to participant’s information such as phone number, address, etc.

**E. Dedicated Telephone Number**

The Contractor will maintain a dedicated telephone number for the exclusive use of the DAV program and all calls answered on the dedicated phone line must be identified as “Pico Rivera Dial-A-Van.”

The Contractor will be responsible for all related phone and fax costs including incoming direct dial phone lines and all other usage costs (long distance charges if applicable) related to the Dial-A-Van program.

**F. Radio Equipment Requirements**

The Contractor will be responsible equipping two-way radios or other advanced communication devices connecting each vehicle used in the DAV service adequate to the amount of airtime necessary for dispatching the DAV vehicles, and to ensure clear communications throughout the service area and satellite points.

**G. Telephone Services Requirements**
The Contractor will have adequate staffing levels to ensure rapid and accurate response to phone calls from users of the DAV service. The customer should not experience busy signals when contacting the telephone reservation line; and incoming calls should rollover to other available trunk lines, as applicable. Staffing must be sufficient to achieve an average initial hold time for calls of no longer than two (2) minutes. Contractor must resolve a minimum of ninety-five percent (95%) of all calls within five (5) minutes.

The Contractor will have trained staff that is knowledgeable and will ensure that bilingual staff and/or translation services are available to provide information regarding the DAV program. Contractor will provide courteous and professional service to all callers. The goal should be to meet or exceed DAV participant’s expectations for good customer service.

H. Reservation Scheduling

The Contractor will accept requests seven (7) days a week, Monday through Friday from 7:00 a.m. – 6:00 p.m., and Saturday and Sunday from 7:00 a.m. – 4:00 p.m. Reservations made for immediate pick-up are subject to availability, and pre-scheduled trips three (3) days before needed reservation. Subscription trips are available for trips to the Pico Rivera Senior Center and ongoing medical treatments only. In addition, the DAV service will be available for City wide events outside the specified standard operating transportation services that may include after-hours or Saturday/Sunday services.

The Contractor will confirm the user as a registered DAV participant. The Contractor must request participant’s name, DAV identification number, the number of passengers in the party, and the pick-up and drop off locations. If exact address is not available for business locations, the business name and cross streets may be accepted. The Contractor will provide participants a reservation confirmation number.

At the time of reservation, the Contractor is required to ask all DAV participants if special accommodations are needed. Non-ambulatory participants must be provided a wheelchair accessible vehicle. Wheelchair accessible vehicles must be made available to non-ambulatory participants within one hour of the requested pick-up time.

The Contractor will provide an estimated pick-up time that may be within thirty (30) minutes of the requested pick-up time. If the Contractor provides an estimated time that significantly differs from the thirty (30) minute requirement, the Contractor will be held responsible for the estimated time provided. For example, if the Contractor promises a DAV participant an estimated pick-up time of ten (10) to fifteen (15) minutes, this “promise” will be considered the new window of time requirement. The Contractor will be considered late if the vehicle arrives outside of the promised window of time.

I. Reservation Cancellation

Contractor will allow participants to cancel reservations up to one (1) hour prior to a scheduled pick-up appointment. Contractor must log all canceled reservations and provide the log to the City’s Transportation Analyst in a monthly report.
J. Fares

Fares for the City of Pico Rivera Dial-A-Van is a free service for City residents who are at least 55 years of age or who are disabled.

K. Complaints and Comments

All customer complaints received by the Contractor must be responded to by the Contractor within three (3) business days of the time the complaint is received. The response will be a written document or form, which specifically addresses the complaint and explains the reason for the events which caused the complaint. A copy of each letter sent by the Contractor responding to complaints, or complaints form, shall be sent to the City’s Analyst within three (3) days.

Copies of all customer comments received and the resolution or disposition of the comments including any action or investigation required for resolution shall be sent to the City’s Parks and Recreation Analyst.

L. Unscheduled Passenger (Flag Downs)

The Contractor will not at any time pick-up any unscheduled passengers who attempt to ‘flag down’ or otherwise request a ride from the vehicle operator without having made an appointment through the established reservation scheduling process.

M. Information and Public Relations

The Contractor will be responsible for producing and maintaining an adequate supply of DAV program informational material. Electronic files must be made available to the City of Pico Rivera in a format that can be posted on the City’s website.

All information or any other material that reflects the City, or the DAV program must be approved by the City’s Parks and Recreation Analyst.

The Contractor shall be required to attend meetings or make presentations as requested by the City’s Parks and Recreation Analyst.

N. Service

The City of Pico Rivera is curb-to-curb for seniors (55+) and person with disabilities of any age living in or traveling within the City of Pico Rivera, or within a six (6) mile radius from Pico Rivera’s City Hall for medical purposes only. Drivers can assist passengers in boarding or exiting the vehicle. If needed, passengers must provide their own escorts if they require more service i.e. assistance from their door to the vehicle; entering facilities; assistance with belongings. Registered escorts ride free of charge.

O. Adjustments to Service

The City reserves the right to adjust its DAV program or DAV services at any time,
and the Contractor expressly acknowledges that it is probable that such services will be adjusted at some future time. Adjustments may include, but are not limited to, expanding or decreasing service hours or days of service, or increasing or decreasing service areas, fares changes, or requiring advance reservations.

The Contractor is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If Contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of terminating the contract.

**P. Service Area**

Transportation is provided within the City of Pico Rivera, and within a six (6) mile radius from Pico Rivera’s City Hall for medical purposes only. Confirmed satellite points will be provided by the City. If additional satellite points need to be added, the City can add at any given time.

**Q. Hours of Operation**

City of Pico Rivera Dial-A-Van operates year-round, seven (7) days per week. In addition, the DAV service shall be available for City wide events outside the specified standard operating transportation services that may include after-hours or Saturday/Sunday services. The City reserves the right to make changes to the operating hours. Within these hours, the contractor will be flexible to schedule the vehicles to best meet the demand for service. A total of three (3) vehicles will be in operation. The contractor will not be able to decrease the number of vehicles operating the DAV service without express written permission from the City.

**CONTRACTOR PROJECT AND STAFFING PLAN**

The Contractor has provided a plan in the that describes in detail the performance and function of all key personnel. An essential component of this plan is a list of positions necessary to support the provision of the service, including project manager, front line supervision, dispatchers/customer service, operations manager, vehicle operators, pertinent maintenance management, and any other key personnel.

The Contractor also provided a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including supervision, dispatching, schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan included a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task.

Since supervision is so critical to the overall efficiency of the DAV program, the Contractor included a detailed plan regarding the duties and responsibilities of the supervisory staff.

The Contractor will be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal. The City of Pico Rivera reserves the right to approve any changes in the proposed personnel duties or hours per
this project.

A. Personnel

At all times during hours of operation, there will be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

The Contractor will not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990.

The Contractor will be solely responsible for payment of all employees’ wages and benefits and sub-contractors’ cost. Without any additional expense to the City, the Contractor will comply with the requirements of employee liability, worker’s compensation, employment insurance and Social Security. The Contractor will hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City will have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor. The City must be notified in writing of new hires or reassignments of project personnel; or hours that deviate from the original proposal. The City reserves the right to approve any changes in the Contractor’s proposed key project staff.

The Contractor will furnish all facilities, equipment, supplies and services required in the operation. Service shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City. The Dial-A-Van Service includes financing from the City’s Proposition A Local Return funds. Therefore, the Contractor shall agree to comply with any conditions required by the City of Pico Rivera or the Los Angeles County Metropolitan Transportation Authority (LACMTA).

i. **Drivers.** All drivers shall hold a California Driver License of the Class required to drive transit vehicles and transport passengers and meet all applicable Federal, State and local requirements.
   a. **DAV service –** Contractor shall describe in the methods of qualifying drivers for a DAV type of service.
   b. **Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.**

ii. **Driver Attire.** Drivers will wear a uniform that is clearly distinguishable by the users. The City will not provide uniforms for the DAV drivers. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved the City of Pico Rivera.

iii. **Data Analyst (or equivalent).** A Data Analyst employed by the Contractor (or equivalent) is required for this project. The Contractor shall ensure that a person proficient in the use of data and preparation of forms, and/or reports
at the highest level of accuracy and reliability is available for this project. The Data Analyst (or equivalent) should have previous experience preparing and submitting National Transit Database (NTD) reports, including Operational Characteristics (e.g., vehicle miles and hours, passenger trips, etc.) and Performance Measures (e.g., service efficiency and service effectiveness). The information generated will be submitted and approved by the City’s designee prior to uploading NTD data. Prior to the COVID-19 pandemic, DAV was averaging 8,000 trips per year.

B. Project Management

The Contractor shall designate a Project Manager, who will oversee the proper operation of the service. At a minimum, the Project Manager shall be a responsible, caring individual with empathy for the disabled and senior citizens who utilize the services. This person must display strong leadership in their approach to problem solving, self-motivated, and a proven manager in transit or DAV operations.

The Project Manager must be competent in all areas of service provision. The designated individual must be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. The Project Manager shall be required to attend regular meetings with City staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities. The City reserves the right to remove the Project Manager, at its discretion, and require that the Contractor replace said individual with another Project Manager who is acceptable to the City. Should Contractor have a need to replace the Project Manager, Contractor shall identify the proposed Project Manager and provide a detailed resume at least thirty (30) days in advance of the replacement date. The City reserves the right to approve any change of the Project Manager for this service.

The Project Manager will provide both front line supervision and management of the project’s accounts and operating records.

1. Project Management shall include but is not limited to the following:
   a. Contractor shall be responsible for collection and submission of acceptable National Transit Database (NTD) data and other pertinent ridership information. The Contractor shall submit monthly and annual NTD based reports to the City of Pico Rivera;
   b. Maintenance of projects accounts;
   c. Preparation of a monthly invoice that will document all charges minus any possible penalties, missed or incomplete service; and
   d. Responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the City within three (3) business days or sooner, if required. (See item J above)
   e. Ensure that drivers are ready and prepared to provide full service for all three (3) vehicle.

2. Front line supervision shall include but is not limited to the following duties:
a. Training and scheduling of all regularly assigned project personnel;
b. Arranging the assignment of quality back-up personnel whenever necessary;
c. Distribution and collection of operating reports;
d. Daily monitoring of ridership; and
e. Supervision of all project staff to ensure that the quality of the services.

VEHICLE OPERATORS

Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid California driver’s license and, if required, maintain any additional certification required by applicable Federal, State, and local regulations. All applicable licenses for all drivers working for the City of Pico Rivera DAV program, Pull Notices and/or certificates pertaining to each Driver must be copied and given to the City for their records.

1. The Contractor shall conduct pre-employment DMV checks of all personnel including independent or sub-contracted employees hired for service, and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver’s licenses of its employees whose job requires them to operate vehicles for this project. This information shall be made available for the review by the City upon request. It is the responsibility of the Contractor that driver’s licenses and appropriate certificates are always current.

2. The Contractor shall require vehicle operators to provide assistance to individuals who require mobility aids such as wheelchairs, walkers, canes etc.; or those individuals who have difficulty boarding or exiting the taxi vehicle. Assistance renders may include, but is not limited to: opening and closing vehicle doors for DAV participants; assistance with securing mobility aids; assistance with positioning the vehicle in a manner that facilitates entering and exiting the vehicle; and assistance with carrying small items (weight not to exceed 20 lbs.).

3. The vehicle operator is not required to endanger their own safety in assisting DAV participants but must be able to perform the basic physical demands of performing the services.

4. Vehicle operators must be able to effectively communicate in English. The use of a secondary language that assists in communicating with DAV participants is desirable.

5. Vehicle operators are expected to maintain a professional standard of appearance and must display the driver’s name or identification number. The Contractor shall provide a copy of their company appearance policy to The City of Pico Rivera for approval. The City reserves the right to add additional requirements if the Contractor’s policies appear inadequate.

TRAINING
The Contractor shall provide a program of driver training in vehicle operation, safety, passenger relations, ADA requirements, and on-time performance. The Contractor shall also provide an on-going safety program to ensure a safe operating environment. Vehicle operators must be trained in all operational procedures relating to the DAV program.

Personnel must be trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment and properly assist and treat individuals with disabilities who use the service in a supportive, empathetic, courteous and respectful way, with appropriate attention to the difference among individuals with disabilities (49 CFR 37.173).

The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics, including but not limited to operation and usage of radios and other vehicle equipment, sensitivity training, working with mobility assisted devices, map reading and knowledge of service area frequent destination and street network. The Contractor shall submit a written training schedule with specific topics and objectives upon request to the City’s Designated Representative. The Contractor may also be required to provide training that may be pertinent to the issue at the time or attend training provided by the City of Pico Rivera.

SERVICE VEHICLES

The Contractor will utilize City owned vehicles identified by the City’s unique branding. All vehicles and vehicle equipment used for the DAV program shall be stored and maintained by the Contractor in a state of good repair and in a condition that is satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance and cleanliness of DAV program vehicles; annual vehicle registration will be the responsibility of the City.

1. Preventive Maintenance Program

All vehicles and vehicle equipment required shall be maintained by the contractor in good repair and in a condition satisfactory to the City. Contractor shall assume all responsibility for the proper maintenance of the vehicles. Proposers shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the Dial-A-Van fleet that meets or exceeds CHP and manufacturer's standards. This program shall include a comprehensive file detailing the history of maintenance and repair work performed on each vehicle. At a minimum, if the option to allow the Proposer to conduct the maintenance occurs, the Contractor will perform preventive maintenance on each vehicle every 3,000 miles or 45 days, whichever occurs first.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended
warranties or credits as a result, for the length of time the warranty is in effect.

2. Cleanliness of Vehicles

The Contractor shall ensure that the vehicles are washed not less than one (1) time per week and the interiors cleaned daily, prior to service. Details to include:

a. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris.

b. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints.

c. Dashboards, wheel wells, rails and ledges shall be kept clean and free of dirt and grease.

d. Seating areas and upholstery shall be vacuumed weekly.

e. Adhere to COVID-19 CDC guidelines in sanitizing and cleaning of transit vehicles.

3. Operating Equipment and Supplies

Contractor shall at its sole cost and expense maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing City of Pico Rivera DAV service.

4. Vehicle Repairs

Contractor shall at no time operate a vehicle in revenue service with visible body damage without consent from City of Pico Rivera, and must notify the City immediately. This includes any vehicle that sustains significant damage from any cause, fault or no fault of Contractor. Upon approval from City of Pico Rivera, Contractor shall repair vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All other damage shall be repaired in a reasonable amount of time. At no time, will City of Pico Rivera be required to repair, replace or maintain any vehicle required for the operation of the DAV service. In the event, a vehicle is not operable and there are appointments in place for that vehicle, contractor must notify patrons and reschedule their appointments if necessary.

5. Vehicle Breakdown

Should a vehicle operated in the is DAV service experience a mechanical failure with passengers on board, a response time of no more than twenty (20) minutes shall be compliant. A road call to a vehicle in service shall generate a written report to City of Pico Rivera to include time of call, number of passengers on board, location and cause of breakdown and the time vehicle was replaced or placed back in service. Contractor shall be responsible for the road call. At no time shall a vehicle be left unattended.
The City reserves the right at any time to inspect, exam or test any vehicle or equipment used in the performance of DAV services in order to ensure compliance with standards established by the City. The Contractor shall submit maintenance records to the Parks and Recreation Analyst upon request.

**COMMUNICATION SYSTEM**

The Contractor shall provide a communication system in each service vehicle that will allow for the timely and efficient dispatching, coordination, and responding to necessary service requests, and communicate effectively regarding DAV services.

The Contractor will also be responsible for the costs of the internet, phone/fax lines, cell phones, any on-bus camera system and all radio communications/equipment related to the DAV usage.

**APPLICABLE CODES AND REGULATIONS**

All vehicles required to be utilized shall be safe for operation on public streets over the term of the agreement, and meet or exceed all applicable codes and laws for operating a public paratransit system on public streets and highways in California. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety standards, if applicable. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. If vehicles are required to be inspected by the California Highway Patrol as it pertains to the California Code of Regulations Title 13, the Parks and Recreation Analyst shall be notified of such inspections. The results of those inspections shall be transmitted to the City immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

If required, the Contractor shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and indicate the plan of action implemented to correct the deficiency. The City reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the Contractor proposes to use or subsequently utilizes which the City deems unacceptable.

**DRUG AND ALCOHOL COMPLIANCE**

The Contractor shall have a drug and alcohol testing program which meets all applicable Federal and State standards and include pre-employment testing, test on incident or accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms.

The Contractor shall comply with the City’s mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A).

**OPERATING PERFORMANCE STANDARDS**
The Contractor will be held responsible for project management according to specified operating procedures. The City of Pico Rivera may establish additional rules that are reasonable for operation of DAV services after consultation with the Contractor. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

The Contractor shall provide service as scheduled or according to any adjusted schedule established by the City, including service modifications required as a result of a declared emergency. The contractor shall strive to maintain on-time performance; however, the Contractor shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, or naturally occurring disasters, if sufficient documentation is provided to the City.

The Contractor shall establish procedures in order to ensure that project management staff are aware of passenger complaints and operational problems. Vehicle operators must report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to the City.

The Contractor shall establish procedures instructing vehicle operators, supervisors, management or other staff members on the proper method for directing passengers to report customer comments to the City. Contractor shall also establish procedures for monitoring of service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, vehicle operator courtesy, etc.

**PERSONNEL PERFORMANCE STANDARDS**

The Contractor shall describe how the performance of the vehicle operators, dispatchers and supervisory personnel will be monitored and evaluated.

Regularly assigned vehicle operators or a fully trained back up must be available and on time, at all times, to ensure consistent and reliable service. All personnel are responsible for knowledge of the DAV program, service boundaries and ADA requirements. DAV program personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

**CONTRACTOR REPORTS**

**A. Billing Reports**

For each trip, the Contractor will invoice the rate per mile plus any additional charges established in the Pricing Form submitted by the Contractor. The Contractor shall submit a hard copy cover invoice to the City of Pico Rivera's Accounts Payable no later than the fifteenth (15) day of the following month for the prior month's DAV services.

The Contractor shall also submit an electronic and hard copy of each Billing Report and
pre-approved supporting documentation to the City of Pico Rivera’s Designated Representative no later than the fifteenth (15) day of the following month of service. Such Billing/Statistical Reports must include ridership by time of day; and drivers’ logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards, and vehicle maintenance reports. The Reports should include the following documents and forms:

1. A monthly invoice for the amount of the DAV services provided during the stated period;

2. A monthly ridership report showing the total number of trips made for which services were provided. Reports that do not correspond with the service provided will not be eligible for payment. In the case of discrepancy with Billing Reports and/or supporting documentation, the Contactee may be required to submit global positioning system (GPS) reports verifying services provided.

The City reserves the right to withhold payment to Contractor, suspend the contract, provide substitute service with all charges in excess of contract rates to be paid by the Contractor, in the event Contractor fails to meet any of the specifications in regards to vehicle maintenance or service quality as described in this document, until such time as the City determines that Contractor has satisfactorily corrected any deficiencies. Such suspension shall be considered for cause, and the Contractor may not claim any liquidated damages against the City for any action or suspension.

B. Management Reports

The Contractor shall maintain and provide reports which will serve as a database to monitor and evaluate productivity of the service and the performance of the contractor. Management reporting consists of collecting data on all major system functions, and analyzing that data to provide system managers with indicators of the efficiency and effectiveness of various system processes and policies. As a part of the management and administration of the DAV Service, the Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (LACMTA) and State and Federal laws and regulations. The Contractor will maintain all required monthly operating data and prepare all reports needed to meet the NTD reporting requirements.

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at the frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are not limited to: monthly statistical reports that include ridership by time of day and drivers’ logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

The City reserves the right to review all of the Contractor’s operational records related to the Dial-A-Van Service.

1. Reservation Log/Ridership Trip Reports

The Contractor shall prepare and submit monthly reports containing information
regarding reservation logs, ridership, mileage and trips for the DAV program in a format approved by the City no later than the fifteenth (15) day of the following month of service.

2. Accident Reports

The Contractor shall submit an accident report to the City within twenty-four (24) hours of each accident. Any major accident involving injuries or significant damage to DAV program vehicles shall be immediately reported to the City. If any service is missed as a result of an accident, a report must also be completed.

3. Passenger Comment/Complaint Report

The Contractor shall submit monthly passenger comment/complaint report to the City in a format approved by the City no later than the fifteenth (15) day of the following month of service.

Any customer comments received by the Contractor shall be submitted on a monthly report including all corrective action taken to address the matter. This report shall be completed by the Contractor regardless of whether the comment (verbal or written) was received directly by the Contractor, or was forwarded to the Contractor via the City. The Contractor is required to respond to the comment within three (3) business days after receipt of the comment.

4. Monitoring Customer Satisfaction

Contractor shall design and apply a Customer Survey instrument that will collect information and measure the degree of customer satisfaction with the services being provided. Contractor is encouraged to use internet or web-based instruments to facilitate customer feedback.

Contractor shall submit a plan and methodology for collecting customer feedback and measuring satisfaction to the City of Pico Rivera for its approval. Results of the survey shall be reported to the City quarterly by an independent firm retained by the contractor for the purpose of tabulating and reporting the results of the customer service survey.

5. On-Time Performance Report/Miss Trip Report

The Contractor is required to monitor and document the on-time performance of the DAV program. A monthly report documenting any trips missed shall be submitted to the City in a format approved by City no later than the fifteenth (15) day of the following month of service.

6. Operating Performance Penalties

The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor’s failure to meet the established standards. Performance penalties applicable thereto, shall include the
following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least three verified customer complaints; or 3) City staff who is knowledgeable of the DAV program requirements. The City reserves the right to modify these performance criteria, as necessary.

a. Missed Trips

A penalty of fifty dollars ($50.00) will be assessed for each missed trip in which a DAV participant is not transported as scheduled.

b. Late Trips

A penalty of twenty-five dollars ($25.00) will be assessed for each late trip in which a DAV participant is not transported within thirty (30) minutes of the requested pick-up time; or when the Contractor establishes a shorter window of time and fails to meet their own standards.

c. Submission of Reports

The Contractor shall submit timely, accurate and completed reports as specified by the City. Failure to do so shall result in performance penalties of twenty-five dollars ($25.00) per day for each day a report is due. Additional penalties may be assessed for failure to submit annual performance reports for regulatory compliance and may be cause for contract termination.

d. Falsify or Non-Submittal of Reports

A penalty of five hundred dollars ($500.00) per occurrence will be assessed for false representation or non-submittal of performance reports and may be cause for contract termination.

e. Heating and Air Conditioning Performance

A penalty of fifty dollars ($100.00) will be assessed per incident and per vehicle will be assessed for non-functioning of vehicle’s heating and air conditioning units.

f. Vehicle Operator/Dispatcher Courtesy

A penalty of one hundred dollars ($100.00) per incident will be assessed for verified discourteous or rude behavior or refusing to comply with DAV program requirements.

g. Failure to Maintain Adequate Staffing Levels

A penalty of one hundred dollars ($500.00) per incident will be assessed for failure to maintain staffing levels necessary to fulfill the requirements of the DAV program. The Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original agreement and that impact the Contractor’s ability to meet established standards as described in
SAFETY AND SECURITY

The Contractor must have an ongoing safety program, including training plan that promotes and rewards safe driving.

The training plan must have a minimum of forty (40) hours of new-hire orientation and driver training in the following areas: vehicle handling and safety; defensive driving techniques; emergency first aid; cardiopulmonary resuscitation; passenger assistance and handling; empathy/sensitivity training, mobility device securement, and customer service training. Drivers must receive this training before assignment to a vehicle or within sixty (60) days of hire. The City also requires ongoing training for office personnel and the Project Manager. This training shall consist of more than just attendance at regularly scheduled safety meetings and corporate management meetings.

The Contractor must ensure that all vehicle operators and DAV participants abide by all Federal, State and City regulations including but not limited to seatbelt usage, mobile communication device usage, operating speed, etc. In addition, the Contractor shall provide a written policy statement in its employee handbook or manual that stresses the important of employee customer service and interaction with patrons (i.e., answering telephone calls promptly, conveying a friendly attitude, and providing a quick response to requests for service or information).

The City’s goal is to not receive any citizen complaints in any given month. Contractor shall provide the name of a person trained and designated as the safety and training coordinator who shall report to the City as requested on safety and training issues and accident statistics as requested.

The primary law enforcement agencies for security and transit-related crimes in contracted service areas are the Los Angeles County Sherriff and other police departments in which the DAV services travel. Local municipal law enforcement agencies will provide police service as necessary and appropriate. The Contractor is responsible for timely and efficient communication with law enforcement agencies, as well as the City.

The City of Pico Rivera’s Park and Recreation Analyst

The City of Pico Rivera Parks and Recreation Analyst or designee will monitor the Contractor’s day-to-day operation to ensure compliance with Scope of Service requirement.
EXHIBIT B
FEE SCHEDULE
### III. Fee Proposal

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**TOTAL COMBINED 3 YEARS COST** $1,289,489

Southland will submit its invoice by the 7th business day following the end of the month. Our invoice will be in a format approved by City staff and will combine the above-referenced fixed fee, along with the calculated total of variable cost as determined by the actual number of revenue hours operated for that month. It is our expectation that any requested corrections be submitted by the City timely, as to not delay payment for services within 30 days of the invoice being submitted.

**SOUTHLAND TRANSPORT, INC.**
To: Mayor and City Council Members

From: City Manager

Meeting Date: April 26, 2022

Subject: APPROVE AN INCREASE IN THE FISCAL YEAR 2021-22 PURCHASE ORDER WITH FIESTA TAXI INCORPORATED FOR PARATRANSIT SERVICES

Recommendation:

1. Approve an increase in the fiscal year (FY) 2021-22 purchase order (PO) with Fiesta Taxi Incorporated (Fiesta Taxi) in an amount of $95,000 to be added to the current PO amount of $49,000 for a new total PO amount of $144,000; and

2. Authorize the City Manager to re-appropriate any unused PO amount in FY 2022-23; and

3. Authorize the City Manager to execute the increased PO.

Fiscal Impact:

The FY 2021-22 Adopted Budget includes $572,000 in appropriations for paratransit services in the Transit Proposition A Fund (Account No. 205.80.8410-54500). These funds are reimbursable and paid for by annual funds received from the Transit Proposition A revenues. There is no impact to the General Fund.

Background:

In September 2012, the Pico Rivera City Council (City Council) approved Agreement No. 12-1318 with Fiesta Taxi to provide Dial-A-Cab (DAC) paratransit service to senior residents aged 55 years and older and individuals with disabilities. The current program operates seven (7) days a week, 24 hours a day. DAC transportation is provided within the City limits and up to six (6) miles outside the City of Pico Rivera (City) limits. The DAC service has a $1.00 co-pay for qualified riders, and riders have a maximum of 20 trips per month.

In June 2016, the City Manager, extended these agreements with a final term ending in August 2018. Subsequently, the then Acting City Manager entered into a month-to-month
agreement with Fiesta Taxi. At this time, the City still utilizing the month-to-month agreement. An RFP for contractual services will be released in the upcoming months in an effort to ensure a new contract is formalized and approved by City Council.

The DAC program averages 530 trips per month, and ridership has been increasing due to the ease of coronavirus (COVID-19) pandemic related restrictions and the City’s reopening facilities. Increasing the current PO by an amount of $95,000 is needed to continue operating the City’s DAC service and meet Pico Rivera residents’ transportation needs.

**Discussion:**

Fiesta Taxi calculates its invoices for the City based on a fee per trip, a cost per mile, and any additional cost for printing new DAC cards for participants. Monthly invoices average $8,400 per month. Due to the anticipated cost to operate the City’s DAC service for the remainder of FY 2021-22, and to cover costs of the first quarter of FY 22-23, an increase of the existing PO of $95,000 is required. At this time, the City’s DAC service is still on a month-to-month contract.

Fiesta Taxi was instrumental in assisting the City with transporting seniors to and from testing and vaccine sites during the height of the COVID-19 pandemic. The City’s DAC service ridership is increasing due to the easing of pandemic-related restrictions, resulting in rising monthly costs. Fiesta Taxi has been a consistent partner with the City for almost ten (10) years, and the DAC program is a complimentary service to the City’s Dial-A-Van (DAV) service. DAC operates seven (7) days a week, 24 hours a day, whereas DAV only operates Monday – Friday from 8:00 a.m. – 4:00 p.m. The DAC service allows more flexibility for riders to ride independently, as opposed to DAV, a shared service.

Pico Rivera Municipal Code 3.20 (Purchasing), it is necessary for City Council to authorize purchases in any amount exceeding $50,000 per vendor. Approval of this additional amount will ensure that paratransit service delivery will continue without disruption.

Steve Carmona

SC:PY:ng

Enclosure: 1) Agreement No. 12-1318-3 (Original Agreement with Amendments 1-3)
AGREEMENT NO. 12-1318
AGREEMENT FOR TRANSIT SERVICES

This Agreement for Transit Services ("Agreement") is made and entered into as of September 1, 2012, by and among the CITY of Pico Rivera (hereinafter referred to as the "CITY"), and Administrative Services Cooperative, Inc. dba Fiesta Taxi (hereinafter collectively referred to as the "CONTRACTOR").

The CITY and the CONTRACTOR agree as follows:

RECITALS

A. WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this agreement.
B. WHEREAS, the CITY desires to contract out for certain services relating to demand response transit services.
C. WHEREAS, the CONTRACTOR warrants to the CITY that it has the qualifications, experience and facilities to properly and timely perform the services required under this Agreement.
D. WHEREAS, the CITY desires to contract with the CONTRACTOR to perform the services as set forth in this Agreement.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1.0 SCOPE OF THE CONTRACTOR’S SERVICES.

The CONTRACTOR agrees to provide the services and perform the tasks set forth in the Scope of Work as outlined in Section 7.0, may be amended from time to time by way of a written directive from the CITY. The parties acknowledge that changes to the scope may increase or decrease the overall contract cost or levels of service. Changes to service levels will not change the unit cost provided within the proposal.

2.0 TERM OF AGREEMENT

This initial Agreement shall cover a period of three (3) years commencing on September 1, 2012 with the option, at the City’s sole discretion, to award two (2) annual extensions upon successful demonstration of exemplary contract performance. The City may, with approval by the Pico Rivera City Council, extend the effective termination date of the Agreement, by enacting an amendment to the Agreement that is mutually agreeable to
both parties. Negotiations for an annual extension may begin three (3) months before
the effective termination date of the Agreement in force and they shall end forty-five
(45) days after the beginning date for an annual extension.

3.0 CITY AGENT
The City Manager, or his/her designee, for the purposes of this Agreement, is the agent
for the CITY. Whenever approval or authorization is required, CONTRACTOR
understands that the City Manager, or his/her designee, has the authority to provide
that approval or authorization.

4.0 COMPENSATION FOR SERVICES
The CITY shall pay the CONTRACTOR for its professional services rendered and costs
incurred pursuant to this Agreement in accordance with the Cost of Service's fee in
Attachment I attached hereto and incorporated herein by this reference. The entire cost
of services under this Agreement shall not exceed the amount budgeted by the City
Council for such transit services in any applicable fiscal year of the City during the life
of this Agreement ("Transit Budget"). To avoid cost overruns and the possibility of
expending General Funds from the City, the City shall establish a contingency reserve
annually determined by the sole discretion of the City Manager. The CONTRACTOR
shall attempt to provide services below the budget less the continuing revenue on a
monthly basis. If the CONTRACTOR believes the monthly service cost will exceed 1/12
the annual budget, then the CONTRACTOR must immediately notify the City and
recommend saving measures.

No additional compensation shall be paid for any other expenses incurred, unless first
approved by the City Manager or his/her designee. Services provided by the
CONTRACTOR in excess of the amount budgeted per year shall be at the
CONTRACTOR’s own expense, without exception. CONTRACTOR shall evaluate costs
monthly and levels of service may be modified with the consent of the CITY to ensure
that annual costs remain within specified limits. All administrative fees and other
expenses (i.e., EZ Transport Card) required to be incurred by the City under this
Agreement shall be included in the Transit Budget.

4.1 Within the limits and restrictions stipulated above, the CITY shall pay for Dial-a-
Taxi services for all verified Dial-a-Taxi trips recorded through the EZ Transport card
system to approved Pico Rivera Dial-a-Taxi customers at rates outlined in Attachment I
AGREEMENT FOR TRANSIT SERVICES
Page 3

Costs of Service Proposal. The CITY shall pay an administration fee equal to fifteen percent (15%) of the total Dial-a-Taxi charges in each month, which amount shall be paid from the Transit Budget. The CITY shall also pay startup and use costs for the EZ Transport card system as specified in the attached CONTRACTOR’s proposal in an amount not to exceed Five Thousand Dollars ($5,000) for staff training, etc. that shall be paid from the Transit Budget. It will be the CONTRACTOR’s responsibility to track, verify, calculate and submit for payment all charges on a monthly basis, which shall be subject to audit by the City at any time.

4.2 The CONTRACTOR shall submit to the CITY, by not later than the Fifteenth (15th) day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The CITY shall pay the CONTRACTOR all uncontested amounts set forth in the CONTRACTOR’s bill within thirty (30) days after it is received.

5.0 CONFLICT OF INTEREST

5.1 The CONTRACTOR represents that no CITY employee or official has a material financial interest in the CONTRACTOR’s business. During the term of this Agreement and/or as a result of being awarded this contract, the CONTRACTOR shall not offer, encourage or accept any financial interest in the CONTRACTOR’s business by any CITY employee or official.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Termination. The CITY may terminate this Agreement, with or without cause, by giving the other party sixty (60) calendar day’s written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, trip records, reports, data, studies, or other documentation prepared by or in the possession of the CONTRACTOR under this Agreement shall be provided to the CITY. If the CITY terminates this Agreement without cause, the CONTRACTOR shall prepare and shall be entitled to receive compensation pursuant to a final bill for transportation services rendered pursuant to this Agreement through the termination date for services.

6.1.2 Notwithstanding the foregoing, the CONTRACTOR shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement, and any payments due under this Agreement may be withheld to off-set anticipated damages.
6.1.3 If the CONTRACTOR breaches this Agreement, the CITY may, at its election, exercise any remedy against the CONTRACTOR available to the CITY under this Agreement, including the assessment of Liquidated Damages as outlined in 7.3.14.3, against the CONTRACTOR and/or termination of the Agreement.

6.2 Non-Assignability. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the express prior written consent of the CITY.

6.3 Non-Discrimination. The CONTRACTOR shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

6.4 Insurance. Fiesta Taxi shall submit to the CITY certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Commercial General Liability Insurance, written on an "occurrence" basis with a minimum limit of liability of FIVE MILLION DOLLARS ($5,000,000) combined single limit per "occurrence" for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, then such aggregate limit shall not be less than FIVE MILLION DOLLARS ($5,000,000) and shall contain a per location aggregate limit.

(c) Business Automobile Liability Insurance, for all vehicles used in relationship to taxi based services (defined as vehicles with a capacity of ten (10) passengers including the driver or less) insuring all owned, non-owned and hired automobiles and blanket contractual liability coverage with a minimum limit of liability of ONE MILLION DOLLARS ($1,000,000) combined single limit per accident for bodily injury and property damage.”

(d) Each such policy of insurance referenced above shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by CITY.
2) Name and list as an additional insured the CITY, its officers and employees.

3) Specify that the policy shall act as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the CITY of such cancellation or material change."

5) Cover the operations of the CONTRACTOR pursuant to the terms of this Agreement and in the case of subcontractors, CONTRACTOR shall cause said subcontractors to provide evidence of insurance in the same amount and to the same extent as required of the CONTRACTOR.

6.5 Indemnification. CONTRACTOR hereby agree to protect, indemnify and hold CITY and its employees, officers, agents and volunteers free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including to employees, officers, agents and volunteers of City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising out of the negligent acts, errors or omissions by CONTRACTOR in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way CONTRACTOR's liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONTRACTOR's negligent performance hereunder.

6.6 Compliance with Applicable Law. The CONTRACTOR and the CITY shall comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

6.7 Independent Contractor. This Agreement is by and between the CITY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the CITY and the CONTRACTOR.
6.7.1. The CONTRACTOR shall be an independent CONTRACTOR, and shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over the conduct of the CONTRACTOR, or any of the CONTRACTOR’s employees, except as herein set forth, and the CONTRACTOR expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the CITY, it being distinctly understood that the CONTRACTOR is and shall at all times remain to the CITY a wholly independent CONTRACTOR and the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

(e) CONTRACTOR warrants that prior to executing this Agreement that they have consulted with an attorney, or have knowingly and voluntarily chosen not to seek such consultation regarding this Agreement.
6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties hereto.

6.11 Corrections. In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY's review of the CONTRACTOR's report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONTRACTOR.

6.12 Files. All files of the CONTRACTOR pertaining to the CITY shall be and remain the property of the CITY. The CONTRACTOR will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.13 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.14 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
6.15 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.16 Attorneys' Fees. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

6.16.1 DISPUTE RESOLUTION THROUGH MEDIATION AND BINDING ARBITRATION; WAIVER OF BENCH AND JURY TRIAL RIGHTS: In the event of a dispute arising out of, or in any way relating to, this Agreement, the parties shall attempt to informally resolve the matter. If the matter cannot be resolved informally, the CONTRACTOR and CITY agree that the dispute will be submitted exclusively to final and binding arbitration before the Judicial Arbitration and Mediation Service ("JAMS"), unless the parties agree in writing to a different arbitration method or forum. The parties agree that the arbitrator selected must be a retired judge or justice. The parties expressly agree to waive any and all rights to a bench or jury trial, and that judicial recourse shall be limited to seeking provisional remedies (i.e., temporary restraining orders and/or preliminary injunctions), and to petitions seeking to compel arbitration of disputes.

6.17 Entire Agreement. This Agreement constitutes the whole agreement between the CITY and the CONTRACTOR, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the CITY and the CONTRACTOR.
6.18 NOTICES:

TO CITY:                        TO CONTRACTOR:

Ronald Bates                  Marco A. Soto
City Manager                  Vice President of Marketing
City of Pico Rivera          Administrative Services
6615 Passons Blvd.            Cooperative, Inc., (ASC)
Pico Rivera, CA 90660         dba: Fiesta Taxi
Phone: 562-801-4379           2129 West Rosecrans Ave.
Fax: 562-801-4765             Gardena, CA 90249
                               Phone: 310-851-5050

6.19 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 SCOPE OF WORK

7.1 Demand-Response System (Dial-A-Taxi) specific requirements are as follows:

7.2 Provide transportation to eligible residents - The operator must provide trips for both same-day service as well as trips scheduled one (1) or more days in advance. Persons will be encouraged to call for service a day in advance. All trips for users of the Dial-A-Taxi program must be scheduled in advance using the reservation system. "Flag-downs" or requests for service directly between drivers are not allowed. CONTRACTOR bears the sole risk of providing services to any resident who is not an existing and valid holder of an EZ transport card, and the CITY shall have no duty to pay for trips not documented through the use of EZ transport cards used by valid holders.

7.2.1 Eligible users for Dial-A-Taxi are only the City's senior and disabled population. For the purposes of this program, "Seniors" are defined as Pico Rivera residents that are age 55 years or older. Eligible users must be registered with the CITY of Pico Rivera Senior Center. The CITY will provide eligible users with an EZ Transport Card as a condition for providing transport services.

7.2.2 Hours of Service - Demand-response service shall available the following hours and days:
Monday - Friday  7:00AM to 7:00 PM  
Saturday       8:00AM to 5:00PM  
Sunday         8:00AM to 5:00PM  

CITY may, at its sole discretion, reduce the hours of service upon ten (10) calendar day’s written notice to the CONTRACTOR.

7.2.3 Cost of Service – Meter rates shall remain at the levels stipulated in the attached CONTRACTOR’s Proposal (Attachment II) for the term of the Agreement. Annually, the CONTRACTOR may request an increase in these rates for the coming annual term up to a maximum of those meter rates allowed by the County of Los Angeles. Such increases are subject to approval by the CITY in the CITY’s sole discretion.

7.2.4 This Agreement has been awarded based upon the CONTRACTOR’s cost estimates for the overall service and based upon the CITY’s initial limit of ten (10) trips per passenger per month. Notwithstanding, in no event shall the City be liable to the CONTRACTOR for a claim for any additional trips without the proper authorization by the City. Notwithstanding, in no event shall the CONTRACTOR invoice the City for more than the actual trip cost of any individual trip.

7.2.5 Service Area – The Dial-a-Taxi program will provide service within the boundaries of the City of Pico Rivera. Additionally, trips will be provided for medical purposes to the following locations:

Beverly Community Hospital
Whittier Presbyterian Intercommunity Hospital and private medical facilities within two blocks.
Downey Regional Hospital and private medical facilities within two blocks.
Kaiser Permanente, Downey
DaVita Inc. Dialysis Center, Santa Fe Springs
DaVita Inc. Dialysis Center, Montebello
DaVita Downey Dialysis Center
DaVita Downey Landing Dialysis Center
Rancho Los Amigos,
Additional locations may be approved in writing by the City Manager or his/her designee to meet changing transit needs.
7.2.6 Shared Rides - Shared rides, in which more than one passenger is picked up, are encouraged. Companions accompanying an eligible EZTransport card holder and sharing the same pick up point and destination as the EZ Transport card holder shall not be charged a fee. Likewise the CONTRACTOR shall not bill the CITY for that companion’s ride. In the event an EZTransport cardholder shares a ride with another EZTransport card holder, the CITY shall be billed for only one rider during that trip where more than one cardholder or companion is in the vehicle. Dial-A-Taxi trips may not be shared with non-Dial-A-Taxi trips.

7.2.7 Passenger Packages – Passengers traveling from shopping (grocery or otherwise) shall be allowed up to five (5) packages per trip. Drivers are not required to assist passengers with packages. CITY is not responsible for any lost or damaged packages.

7.2.8 Vehicles – Vehicles will be provided by the CONTRACTOR. If not new, vehicles should be in a condition so that they do not exceed the Federal Transit Administration (FTA) approved useful life in terms of miles during the initial term of this Agreement. The CITY reserves the right to inspect and accept or reject the proposed vehicles. All vehicles shall be fully equipped Fiesta Taxi taxicabs, painted with Fiesta Taxi’s logo and trade dress, and shall be either (a) full-size sedans, minivans and full-size vans with a seating capacity of not less than 5 passengers, or (b) minivans modified for wheel chair accessibility, compliant with all Americans with Disabilities Act (“ADA”) regulations, and equipped with a ramp and not less than two wheelchair tie downs.

7.2.9 As part of this Agreement, the CONTRACTOR shall be acquiring and maintaining two dedicated ADA accessible vans to provide service within the designated service area. Two wheelchair-accessible minivans shall be prioritized at all times, first to serving non-ambulatory Pico Rivera program participants, second to ambulatory Pico Rivera program participants, third to non-ambulatory Pico Rivera taxi customers, and then fourth, in periods where there is no demand for these services, to other customers. Each vehicle shall also be equipped with the following:

- Two-way radios.
- Two wheelchair tie downs.
- Wheelchair lift.
- Two-way radios.

7.3 General Operating Standards (Dial-A-Taxi)
7.3.1 The CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include: operating the services, vehicle maintenance and management personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

7.3.2 The CONTRACTOR shall not enter into agreement with any other party for use of equipment or personnel involved in the provision of this service without the approval of the CITY.

7.3.3 The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees, and any of its subcontractors, as such performance was described by the proposal dated 4/17/12 (as attached and incorporated herein) and any other reasonable performance standard that may be established by the CITY from time to time.

The CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits, and all subcontractors' costs. Without any additional expense to the CITY, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The CONTRACTOR shall hold the CITY harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or any claims asserted by any subcontractor arising from or in any way related to services rendered in connection with this Agreement.

7.3.4 Training and performance standards for all personnel shall be in compliance with those standards and practices outlined in the attached CONTRACTOR's proposal. The CITY may, at its discretion, require additional training practices or standards for the CONTRACTOR's personnel if it is found that the proposed practices are not achieving the CITY's expectations.

7.3.5 CITY shall have the right to demand removal from the program, for reasonable cause, any personnel furnished by the CONTRACTOR. The CITY must be notified promptly of new hires or reassignments of program personnel or sub-contractors.
7.3.6 Vehicle Operators

7.3.6.1 Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. All taxi operators must have a valid City of Pico Rivera Taxicab Driver’s Permit including criminal background check and a valid California Class C Driver’s License. All vehicle operators must meet the minimum standards listed below. CONTRACTOR shall comply with the hiring standards listed in their proposal including their background check policies and procedures:

- Not have been convicted of any felony or of a misdemeanor involving dishonesty, theft, vandalism, violence or moral turpitude. Background checks must include submittal of fingerprints to the Department of Justice.
- Not have been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five (5) years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- Not be addicted to the use of alcohol or controlled substances.
- Not be subject to outstanding warrants for arrest.
- Able to read, write and speak English. Bilingual skills in Spanish are highly desirable.
- Thorough knowledge of the service area street network.
- Sensitivity to passengers’ needs, including assisting passengers, upon their request.
- Able to handle complaints and problems as required.

7.3.6.2 Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the City of Pico Rivera, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act.

7.3.6.3 Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securement systems, as well as, other equipment which they may be expected to use in the dial-a-taxi services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.
7.3.6.4 While performing their duties, vehicle operators must maintain a clean and neat appearance. Operators shall wear name tags clearly displaying their names while performing their duties.

7.3.6.5 The CONTRACTOR shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired or contracted for service and shall join the California DMV Pull Notice Program, whereby the CONTRACTOR shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the CITY's service. CONTRACTOR shall notify the CITY of the results of these checks and whatever corrective actions taken, if any.

7.3.7 Maintenance Staff - CONTRACTOR shall supply a sufficient number of properly qualified personnel to maintain and service all CONTRACTOR-provided equipment used for the CITY's service. CONTRACTOR shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. CONTRACTOR shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment.

7.3.8 Dispatching and Service Information Personnel - CONTRACTOR shall have capable and courteous personnel who are responsible for taking Dial-a-Taxi requests and responding to telephone inquiries regarding transportation services. At least one bilingual (Spanish) dispatcher will be available during normal service hours with the ability to transfer calls to this dispatcher as needed.

7.3.9 Vehicles/Equipment

7.3.9.1 All vehicles shall meet the requirements as established in the appropriate sections of this Agreement for the various services provided. Designated vehicles must satisfy ADA requirements.

7.3.9.2 CONTRACTOR will ensure that an ADA accessible vehicle will be dispatched to all calls that require ADA accessibility. All vehicles shall be in good condition and may be up to two years old.

7.3.9.3 All vehicles and vehicle equipment required by this Agreement shall be maintained by the CONTRACTOR in good repair and in a condition satisfactory to the CITY. CONTRACTOR shall assume all responsibility for the proper maintenance of the
vehicles. It shall be the expressed responsibility of the CONTRACTOR to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

7.3.9.4 A preventative maintenance program must be established prior to beginning client services to ensure adequate safety of CONTRACTOR's vehicles. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles.

7.3.9.5 Inspection of each vehicle shall be completed after its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems (if applicable), wheelchair lifts and exit doors are in proper operating condition.

7.3.10 Applicable Codes and Regulations

7.3.10.1 All vehicles used for Pico Rivera services shall be safe for operation on public streets and meet all the appropriate requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the Federal Vehicle Safety Standards and the California Code of Regulation, Title 13. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations.

7.3.10.2 The CONTRACTOR shall participate in and comply with the DMV Pull Notice Program.

7.3.10.3 CONTRACTOR shall pay for all applicable license fees for drivers, other personnel and vehicles.

7.3.10.4 Each Taxi, at minimum, must be inspected annually by an ASE certified mechanic or other facility as approved by the CITY. The CITY may also inspect the vehicles. The CITY shall be notified of inspections performed by a governmental agency other than the CITY which meet or exceed the criteria for inspection established by the CITY. The results of those inspections shall be transmitted to the CITY.
7.3.11 Vehicle Maintenance

7.3.11.1 The CONTRACTOR shall provide and maintain appropriate vehicle storage and maintenance facilities for the garaging and servicing of the vehicles and vehicle equipment. Such facilities will be subject to inspection by the CITY.

7.3.11.2 At all times, the CONTRACTOR shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The CONTRACTOR shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

7.3.11.3 Recognizing that the safety of the passengers is paramount, the CONTRACTOR’s maintenance staff shall not:

1. Install mismatched tires.
2. Perform partial brake relines without determining the cause of abnormal or premature wear.
3. Allow tires to wear more than 3/32 tread depth.
4. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction.
5. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections.
6. Allow any reported wear item to go un-repaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

7.3.11.4 The CONTRACTOR, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

7.3.11.5 Vehicles must be kept clean including exterior washing at least once weekly and after every rain, with the vehicle interiors swept or vacuumed daily to remove all dirt and debris. All graffiti must be removed each day so that no vehicle leaves the storage facility with any graffiti. Etching on windows must be removed and replaced as soon as practical but no later than one month.
7.3.11.6 CONTRACTOR shall maintain an individual file vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.

7.3.11.7 The CONTRACTOR shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time from the moment a trouble call is received until a substitute vehicle arrives will be no more than 20 minutes.

7.3.11.8 The CONTRACTOR shall install a two-way radio communications system for the dial-a-taxi vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the CONTRACTOR's choice.

7.3.11.9 The CONTRACTOR shall notify the CITY of all accidents related to Pico Rivera EZ Transport Card passenger, both by telephone (within one hour) and in writing (by the close of the next business day).

7.3.12 Operational Emergencies

7.3.12.1 The CONTRACTOR shall be responsible for the enforcement of policies with regard to operational emergencies. The CITY may revise or establish additional policies. CONTRACTOR shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions - Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the CITY to the CONTRACTOR's supervisor. CONTRACTOR, in turn, shall immediately notify the CITY of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures - CONTRACTOR shall require the vehicle operators to report any in-service vehicle failure to the CONTRACTOR's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. CONTRACTOR, if necessary, shall send a mechanic to the location in order to
take corrective measures and/or supervise the towing of the vehicle. CONTRACTOR shall report any in-service vehicle failures to the CITY immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure - CONTRACTOR shall be responsible for the proper operation and maintenance of all wheelchair lifts. CONTRACTOR shall require vehicle operators to report all in-service lift failures to the CONTRACTOR's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. CONTRACTOR shall report all in-service lift failures to the CITY no later than the start of the next service day.

4. Medical Assistance to Passengers - CONTRACTOR's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the CONTRACTOR's supervisor by radio of the situation and location of the vehicle, and the supervisor shall notify the County Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the CITY no later than the start of the next service day.

5. Accidents - CONTRACTOR shall require all vehicle operators to report any accident or incident involving the vehicle to the CONTRACTOR's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to CITY by telephone immediately. Both the operator and supervisor will complete an accident report approved by CITY with copy to the CITY no later than the start of the next service day. The CONTRACTOR shall submit all accident-related reports to the DMV as required.

7.3.13 Management - The CONTRACTOR shall be responsible for program management according to specified operating procedures. The CITY may establish additional requirements which are reasonable for operation of this service after consultation with the CONTRACTOR. Further, the CONTRACTOR shall work closely
with CITY staff in scheduling and management of resources to ensure the most cost effective operation while maintain customer service performance standards.

7.3.14 Operating Performance Standards and Penalties - The CONTRACTOR shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public. To ensure that the CONTRACTOR'S operation meets all requirements of the CITY, the CITY will set performance standards for its services. CONTRACTOR and the CITY shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by CONTRACTOR with the concurrence and final decision by the CITY. Should it be found that the CONTRACTOR's performance has contributed to CONTRACTOR's failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by the CITY to correct deficiencies in performance. Should deficiencies persist, the CITY may assess liquidated damages as outlined in 7.3.14.3. All liquidated damages assessed against the CONTRACTOR will be deducted from the monthly invoices by the same amount. The CITY's Transit Manager shall maintain the right to assess liquidated damages against the CONTRACTOR, as set forth herein, based on the CONTRACTOR's failure to meet the established standards. Circumstances beyond the control of the CONTRACTOR, causing the CONTRACTOR to fail to comply with the stated performance requirement, will be considered as just cause on the part of the CITY not to assess liquidated damages against the CONTRACTOR.

7.3.14.1 Complaints – All complaints, whether received by the CITY or CONTRACTOR, shall be responded to by the CONTRACTOR within one week of the CONTRACTOR'S receipt of the complaint, either written or verbal. The response shall be in writing and shall specifically address the complaint and explain the reason for the events which precipitated the complaint. A copy of each letter sent by the CONTRACTOR responding to the complaints shall be sent to the City of Pico Rivera.

The CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as part of program administration by collecting and sharing as much pertinent information regarding the complaint and the circumstances surrounding the complaint. The CONTRACTOR shall provide the CITY with appropriate documentation and justification on all complaints that CONTRACTOR feels are unwarranted or that have extenuating circumstances. The CITY shall determine appropriate actions to be taken as a result of complaints with the cooperation of the CONTRACTOR.
7.3.14.2 Customer service is very important in building ridership and support for this service. Service should be provided as scheduled or according to any adjusted schedule established by the CITY, including route modifications required as a result of special events or a declared emergency. CONTRACTOR shall not be held responsible for the failure to provide on time service due to weather, unavoidable vehicle malfunctions, and/or naturally occurring disasters.

7.3.14.3 Notwithstanding the above caveat, the CITY may impose liquidated damages on the following basis:

a. All service complaints including, but not limited to; missed pick ups, late pick ups (more than twenty-five (25) minutes past the scheduled pick up time), inappropriate advertising or graffiti, and rude behavior (including asking for or demanding tips), whether written or verbal, shall be reported to the City. If the CITY receives five (5) or more verified service complaints during any calendar month, the CITY may assess One Thousand Dollars ($1,000) in liquidated damages to be deducted from the next month’s invoice. In the event of such assessment, the CITY must notify the CONTRACTOR in writing of their intent to assess such penalty.

b. A missed pick up is defined as failure to pick up a client even though the client has requested service and the CONTRACTOR has agreed to provide service at a mutually agreed upon time and place. The City will allow the CONTRACTOR to miss no more than two (2) pick ups in any calendar month. The CITY may assess Two Hundred Fifty Dollars ($250) in liquidated damages for every missed pickup in excess of two (2) in any calendar month to be deducted from the next month’s invoice. In the event of such assessment, the CITY must notify the CONTRACTOR in writing of their intent to assess such penalty.

b. The CONTRACTOR shall maintain satisfactory inspection records throughout the life of the contract. The CITY reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the CONTRACTOR, any vehicle the CONTRACTOR utilizes which the CITY deems unacceptable. In the event any revenue vehicle is rejected permanently by the CITY as a result of the vehicle's conditions, CONTRACTOR shall replace the vehicle with one that is acceptable to the CITY within thirty (30) days. CONTRACTOR shall be responsible for liquidated damages of Five Hundred Dollars ($500) per day for each day replacement vehicle is not in service due to inadequate vehicles available.
c. If any regulatory agency or funding source penalizes the CITY for late, incomplete or inaccurate data which was the CONTRACTOR’s responsibility to collect and/or provide to the CITY, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the CITY.

7.3.15 CONTRACTOR must have sufficient telephone lines to handle the additional calls from Pico Rivera residents. CONTRACTOR shall provide a Customer Service telephone line which shall be a toll-free call from anywhere within the CITY of Pico Rivera, to provide information and take Dial-A-Taxi service requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. CONTRACTOR shall log then forward all comments and complaints to the CITY on a mutually agreed upon complaint form. CONTRACTOR shall respond to comment/complaint the next working day with a description of any follow-up action taken or anticipated. CONTRACTOR must have a facsimile machine compatible with the CITY’s and email capabilities.

7.3.16 Fare Collection and Accountability

7.3.16.1 The City shall collect all taxi fares through the sales of passenger trips with the provided EZ Transport Card. Each verified trip shall result in a deduction from the client’s EZ Transport Card account. The CITY reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The CONTRACTOR shall ensure that all drivers are aware of and adhere to the fare structure.

7.3.16.2 The CITY may request and require the CONTRACTOR’s assistance in applying for grants and funding opportunities to support or improve this service program. Unless otherwise stipulated or required by the granting agency, all funds received from grants received, National Transit Database (NTD) subsidy and other sources for the purpose of supporting or supplementing this program become property of the CITY, who, at its sole discretion, shall determine how best to use those funds.

7.3.17 Program Operational Records - Records and reports should be consistent with all National Transit Database (NTD) requirements, as well as all other reporting required by the Los Angeles County Metropolitan Transportation Authority (Metro). In addition, the CITY of Pico Rivera may be required to provide statistical information in order to comply with other grant and legislative requirements. The CITY will use the information requested in this section to monitor and evaluate the productivity of the
service. Information must be submitted to the CITY according to the reporting schedule to be established by the CITY. All reports shall be submitted to the CITY in a format approved by the CITY. The CONTRACTOR must prepare and submit to the CITY, with appropriate back-up, no later than the tenth calendar day of each month, a summary report of operations for the service which will include at least:

- Passenger pick-up and drop-off times and locations for the Dial-a-Taxi service.
- Operational problems, accidents, incidents and passenger complaints and any actions taken regarding these events. Passenger complaints related to safety or serious operational deficiencies shall be reported by phone to the CITY no later than the next working day following CONTRACTOR’s receipt of the complaint.

7.3.18 Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The CONTRACTOR shall cooperate with the CITY to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

7.3.19 CITY Access to Records - The CITY, or any of its duly authorized representatives, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the CONTRACTOR which pertains to the contract. Said original books, documents, papers and records must be retained by the CONTRACTOR in the Southern California Region for three (3) years following final payment under the contract.

7.3.20 Marketing/Public Outreach

7.3.20.1 The CITY shall be responsible for public relations as well as the production of marketing and other promotional materials.

7.3.20.2 CONTRACTOR must refer all media requests to the CITY and may not provide any information without prior approval by the CITY.

7.3.20.3 CONTRACTOR shall cause drivers and supervisors to cooperate and comply with reasonable requests by the CITY to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The CITY may also request the CONTRACTOR’s personnel to collect data from passengers by handing out survey forms.
7.3.20.4 To prevent any real or perceived potential conflict of interest, an abuse or otherwise improper use of the Dial-A-Taxi Program, and/or the submission of inaccurate invoices by the CONTRACTOR to the CITY, CONTRACTOR shall not provide monetary compensation or other benefits and incentives to its employees or subcontractors, directly or indirectly, to encourage ridership of persons who are not otherwise eligible and authorized participants for the Dial-A-Taxi program.

7.3.21 Operating During a Declared Emergency

7.3.21.1 Upon declaration of any emergency by the CITY Manager or his designated representative, the CONTRACTOR may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the CONTRACTOR shall make available all program vehicles to the CITY, report to a designated CITY parking area immediately and deploy vehicles in a manner described by the Director of Public Works or his designee as part of the CITY's Emergency Response Plan.

7.3.21.2 The CITY shall be obligated to compensate the CONTRACTOR for services which significantly exceeds the normal expense of operating the service during such period of declared emergency. The CONTRACTOR shall be required to document and maintain all emergency-related services as requested by the CITY and provide these documents to the CITY at the declared conclusion of the emergency.
AGREEMENT FOR TRANSIT SERVICES
Page 24

This Agreement is executed on this 1st day of September, 2012, at Pico Rivera, California, and effective as of September 1, 2012.

CONTRACTOR

By
Title: Vice President of Operations
Fiesta Taxi Cooperative:

CITY
CITY OF PICO RIVERA:

By
Bob J. Archeleta, Mayor

APPROVED AS TO FORM:

DANIO KING
DEPUTY CITY ATTORNEY

Arnold Alvarez-Glasman, City Attorney

ATTEST:

Anna M. Jerome, Deputy City Clerk
Attachment I

_Pico Rivera Dial-A-Taxi Cost of Service Proposal_

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Flag Drop – Per Trip</td>
<td>$2.65</td>
</tr>
<tr>
<td>2</td>
<td>Cost per mile</td>
<td>$2.45</td>
</tr>
<tr>
<td>3</td>
<td>Administrative Cost: Overhead % of net charges charged.</td>
<td>15%</td>
</tr>
<tr>
<td>4</td>
<td>MJM Innovations set-up fee &amp; Transaction fee</td>
<td>$5,000</td>
</tr>
</tbody>
</table>
Attachment II

City of Pico Rivera

Transit Services Contract Cost Estimate

Cab Service Based on Mileage

<table>
<thead>
<tr>
<th>Fiesta Taxi</th>
<th>Cost for 1 Mile</th>
<th>Cost for 3.2 Mile Trip</th>
<th>Cost for 3.6 Mile Trip</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Flag Drop:</strong> $2.65</td>
<td>Mileage Cost = 1 x $2.45 = $2.45</td>
<td>(MC) x 3.2 = $7.84</td>
<td>(MC) x 3.6 = $8.82</td>
</tr>
<tr>
<td><strong>Cost Per Mile:</strong> $2.45</td>
<td>(FD) $2.65 + (MC) $2.45 = $5.10</td>
<td>(FD) $2.65 + (MC) $7.84 = $10.49</td>
<td>(FD) $2.65 + (MC) $8.82 = $11.47</td>
</tr>
<tr>
<td><strong>Admin:</strong> 15%</td>
<td>(FD) $2.65 + (MC) $2.45 + ADMN $5.10 x 15% = 0.76 + (Trans.) .50 = $6.36</td>
<td>(MC + FD) $10.49 + (ADMN) 1.57 + (Trans.) .50 = $12.56</td>
<td>(MC + FD) 11.47 + (ADMN) 1.72 + (Trans.) .50 = $13.69</td>
</tr>
<tr>
<td><strong>MJM Transaction Fee:</strong> .50</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To: Mayor and City Council

From: City Manager

Meeting Date: June 26, 2012

Subject: SELECTION OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF CITY DEMAND RESPONSE (DIAL-A-RIDE) TRANSIT SYSTEM

Recommendation:

The Transportation Ad Hoc Committee (Camacho & Tercero) and City staff recommend approving a professional services agreement for City Dial-A-Van services with Southland Transit Inc. (STI) and for City Dial-A-Cab services with Express Transit Services (ETS).

Fiscal Impact:

All of the City’s public transportation services are funded through Proposition A funds. Prop A funds are budgeted at $593,000 for FY 2012-13.

Discussion:

The City provides Dial-A-Ride transit services to seniors (50+) and individuals with disabilities within the City and to approved medical facilities outside the City. The City has contracted with STI since March 2000 to provide these services. Although these services continue to meet the critical needs of the senior population, the cost per passenger has substantially increased over the years with only a limited number of seniors actually benefiting from the service.

In December 2011 staff developed an RFP for Demand Response (Dial-A-Van and Fixed-Route) and Dial-A-Cab service, which was reviewed by the Transportation Ad-Hoc Committee (Salcido and Rapisarda) prior to circulation.
Staff received four proposals for the operation and maintenance of the City’s Demand Response transit services and two for Dial-A-Cab service. Interviews were held on May 9, 2012. A panel consisting of the City Finance Director, the City Management Analyst and the Transit Manager for Montebello Bus Lines were selected to conduct the interviews. Staff interviewed the following contractors:

**Dial-A-Van/Fixed Route Service**
- Southland Transit Inc.
- Empire Transit
- Parking Company of America
- First Transit

**Dial-Cab Service**
- Fiesta Taxi
- Express Transit Service

After the interviews, staff created a matrix (Attachment "A") of qualified providers and presented the finding to the City Council Transportation Ad Hoc Committee for consideration.

As a result of these interviews, the panel recommended to the Transportation Ad Hoc Committee that STI provide demand response services for the City’s Dial-A-Van service and ETS provide Dial-A-Cab Services.

STI at $45.48 per service hour was the lowest responsible bidder for the Dial-A-Van service and would be able to continue uninterrupted operations to our community. If approved, the modified Dial-A-Van program will result in replacing (5) five used service vans with 3 (three) new model vans. By analyzing current service demand, staff also recommends a modification to the service hours (Attachment "B").

ETS at an average cost of $11.28 per trip, also the lowest responsible bidder for Dial-A-Cab service, has demonstrated the ability to provide cost effective cab service to other communities. Before starting a contract with ETS the company will need to demonstrate to the satisfaction of City staff a fully operational card swipe system. Additionally, should ETS not be successful with a card swipe system by August 1, 2012, staff will negotiate a Dial-A-Cab contract with Fiesta Taxi. The selection of a proposed provider will allow the City to improve services to residents and reduce the per passenger trip cost of the Dial-A-Ride program.
The current cost per service hours to operate the Dial-A-Van is approximately $45.48 per service hour, per van. In an effort to contain costs, staff recommends a Dial-A-Taxi service to augment demand response services. Taxi service, as demand response, has proven successful in various cities and provides efficient service at significantly reduced rates. In each of the Cities surveyed, demand for taxi service progressively increases, due to its convenience. To control this demand, staff recommends starting the program at a service level of 10 trips per month per resident with residents contributing $1.50/Trip. An increase in the number of trips may be offered depending on usage and actual costs.

Although contractors were interviewed to provide service to the City proposed fixed-route service, due to current budget constraints, the Transportation Ad Hoc Committee recommends that staff evaluate cost savings to the modified Dial-A-Ride program and reevaluate the fixed-route proposal for potential implementation at the beginning of 2013.

Ronald Bates

RB:RC:sp

Attachments:  Cost Matrix
              Service Hours
Attachment “A”

City of Pico Rivera
Transit Services Contract Cost Comparison
Demand Response

<table>
<thead>
<tr>
<th>Company</th>
<th>Cost Proposal Cost Per Service Hour</th>
<th>*Total Annual Cost</th>
<th>Notable Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southland Transit Office: El Monte</td>
<td>Dial –A-Van: $45.48</td>
<td>$306,985</td>
<td>Use of (3) new transit vans and (1) used spare.</td>
</tr>
<tr>
<td>Empire Transit Office: Bellflower</td>
<td>Dial –A-Van: $51.16</td>
<td>$313,355</td>
<td>Use of (3) new CNG vans and (1) used spare.</td>
</tr>
<tr>
<td>Parking Company of America Office: Downey</td>
<td>Dial –A-Van: $54.29</td>
<td>$366,457</td>
<td>Use of (3) new vans and (1) new spare.</td>
</tr>
<tr>
<td>First Transit Office: Cincinnati, OH</td>
<td>Dial –A-Van: $52.38</td>
<td>$353,565</td>
<td>Use of (3) new vans and (1) new spare.</td>
</tr>
</tbody>
</table>

*Annual cost estimates are based on calculated service hours: Demand Response (6,750)

Cab Service

<table>
<thead>
<tr>
<th>Express Transportation Services</th>
<th>Flag Drop: $2.45  Cost Per Mile: $2.30  Admin: 15%</th>
<th>Cost for 3.2 Mile Trip</th>
<th>No current contract with use of card system. Proposal includes total cost of card swipe system. No transaction fee.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cost for 3.2 Mile Trip: Total Cost: $11.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiesta Taxi</td>
<td>Flag Drop: $2.65  Cost Per Mile: $2.45  Admin: 15%</td>
<td>Cost for 3.2 Mile Trip</td>
<td>One time $5,000 card system upgrade fee. .50 per transaction fee.</td>
</tr>
<tr>
<td></td>
<td>Cost for 3.2 Mile Trip: Total Cost: $12.56</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment “B”

City of Pico Rivera Demand Response

**Dial-A-Van Service**

**Current hours of Service:**

- Monday - Friday: 7:00AM to 6:00PM (3 vans)
- Saturday: 8:00AM to 1:00PM (2 vans)
- Sunday: 8:00AM to 1:00PM (1 van)

**Modified Hours of Service:**

- Monday - Friday: 7:00AM to 11:00 AM, 12:00 PM – 4:00 PM (3 vans)
- Saturday: 8:00AM to 12:00PM (2 vans)
- Sunday: 8:00AM to 12:00PM (1 van)

**Dial-A-Cab Service**

**Proposed Hours of Service:**

- Monday - Friday: 7:00AM to 7:00PM
- Saturday: 8:00AM to 5:00PM
- Sunday: 8:00AM to 5:00PM
City of Pico Rivera
OFFICE OF THE CITY MANAGER
6615 Passons Boulevard · Pico Rivera, California · 90660
(562) 801-4379
Web: www.pico-rivera.org · e-mail: rbobadilla@pico-rivera.org

Agreement No. 12-1318-1

June 14, 2016

Marco A. Soto
Vice President of Marketing Administrative Services Cooperative, Inc.
Fiesta Taxi
2129 West Rosecrans Avenue
Gardena, CA 90249

SUBJECT: EXERCISE TERM EXTENSION LETTER

Dear Mr. Soto:

The City of Pico Rivera and Fiesta Taxi agree to exercise first option of a one (1) year term extension of Agreement No. 12-1318 for transit services, known as Dial-A-Cab, as per the conditions defined in Section 2.0 Term of Agreement. In accordance with Agreement No. 12-1318, Section 3.0 City Agent, as the City Agent on Record, I am authorized and entitled to make, enter and execute this extension option on behalf of the City of Pico Rivera.

By accepting this letter, the parties hereby agree to extend Agreement No. 12-1318 for an additional one (1) year term through June 30, 2017. All terms and conditions of the contract shall remain in full force and effect during the term of the contract extension.

Please contact me at 562.801-4379 or Arlene Salazar, Director of Parks and Recreation at 562.801-4429 should you have any questions. This letter of extension shall be incorporated as part of Agreement No. 12-1318 effective June 14, 2016.

Best regards,

René Bobadilla, P.E.
City Manager

RB:AS:es
AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH SOUTHLAND TRANSIT INC., AGREEMENT NO. 12-1333

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 12-1333 FOR
PROFESSIONAL TRANSPORTATION SERVICES WITH SOUTHLAND TRANSIT, INC.
("Amendment No. 1"), effective as of the date specified in paragraph four hereof, is made
and entered into by and between the CITY OF PICO RIVERA ("CITY"), and SOUTHLAND
TRANSIT, INC., ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR (collectively referred to as the "PARTIES") have
previously executed a certain Agreement for Professional Transportation Services,
Agreement No. 12-1333 ("Agreement") relating to professional transportation
services in the City of Pico Rivera.

B. PARTIES have previously executed a certain Amendment No. 1 to Agreement No.
12-1333 relating to professional transportation services in the City of Pico Rivera.

C. The PARTIES desire to amend said Agreement and Amendment No. 1 as set forth
herein, pursuant to Section 9, Term of Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF TERM OF AGREEMENT.

Section 9. Term of Agreement, Amendment No. 1, is hereby deleted in its entirety
and replaced with the following:

This Agreement shall be effective on July 1, 2018 and shall continue in full force
and effect on a month-to-month basis, unless thirty (30) days written notice of
termination is given by either party to the Agreement.

2. MODIFICATION OF CONTRACTOR'S COMPENSATION.

The compensation to be paid by CITY to CONTRACTOR for the professional
services identified in Section 1. Scope of Work of Agreement, Amendment No. 1,
shall be as follows:

CITY shall pay CONTRACTOR Forty Four Dollars and Thirty-Six Cents ($44.36)
per service hour and a fixed monthly fee of Nineteen Thousand Two-Hundred
Seventy-Nine Dollars and Eighty-Five Cents ($19,279.85).

3. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms
and provisions of the Agreement and Amendment No. 1, between the CITY and
CONTRACTOR, shall remain in full force and effect.

4. EFFECTIVE DATE.

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

[End of Amendment No. 2.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12-1333-2 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

James Enriquez, Acting City Manager

Dated: 7/10/18

"CONTRACTOR"
SOUTHLAND TRANSIT, INC.

Jason Snow, Vice President & COO

Dated: 8/6/18

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney
June 28, 2017

Marco A. Soto  
Vice President of Marketing Administrative Services Cooperative, Inc.  
Fiesta Taxi  
2129 West Rosecrans Avenue  
Gardena, CA 90249

SUBJECT: EXERCISE TERM EXTENSION LETTER

Dear Mr. Soto:

The City of Pico Rivera and Fiesta Taxi agree to exercise the second, and final, option of a one (1) year term Extension of Agreement No. 12-1318 for transit services, known as Dial-A-Cab, as per the conditions defined in Section 2.0 Term of Agreement. In accordance with Agreement No. 12-1318, Section 3.0 City Agent, as the City Agent on Record, I am authorized and entitled to make, enter and execute this extension option on behalf of the City of Pico Rivera.

By accepting this letter, the parties hereby agree to extend Agreement No. 12-1318 for an additional one (1) year term through June 30, 2018. All terms and conditions of the contract shall remain in full force and effect during the term of the contract extension.

Please contact me at 562.801-4379 or Arlene E. Salazar, Director of Parks and Recreation at 562.801-4429 should you have any questions. This letter of extension shall be incorporated as part of Agreement No. 12-1318 effective June 28, 2017.

Best Regards,

[Signature]

René Bobadilla, P.E.  
City Manager

RB:AES:zc
June 29, 2018

Marco A. Soto
Vice President of Marketing and Administrative Services Cooperative, Inc.
Fiesta Taxi
2129 West Rosecrans Avenue
Gardena, CA 90249

SUBJECT: EXERCISE TERM EXTENSION LETTER TO AGREEMENT NO. 12-1318-2

Dear Mr. Soto:

As you are aware, on June 28, 2017, the City Manager informed you the City was approving the second and final extension to your transit services agreement referenced above. In that letter, it reflected a June 30, 2018 termination date. Upon further review, the correct termination date is August 31, 2018. Accordingly, this letter is to inform you that the term of the initial 12-318 agreement and subsequent extension to Fiesta Taxi’s contract (Agreement No. 12-1318-2) with the City runs through August 31, 2018.

By accepting this letter, the parties hereby agree to extend Agreement No. 12-1318-2 till August 31, 2018. All terms and conditions of the contract shall remain in full force and effect during the term of the contract extension.

Please contact me at 562-801-4379 or Arlene Salazar, Director of Parks and Recreation at 562-801-4429 should you have any questions. This letter of extension shall be incorporated as part of Agreement No. 12-1318-2.

Best Regards,

James Enriquez, P.E.
Acting City Manager
Agreement No. 12-1318-3

August 28, 2018

Marco A. Soto
Vice President of Marketing and Administrative Services Cooperative, Inc.
Fiesta Taxi
2129 West Rosecrans Avenue
Gardena, CA 90249

SUBJECT: EXERCISE MONTH-TO-MONTH TERM EXTENSION LETTER

Dear Mr. Soto:

As you are aware, on August 31, 2018, Agreement No. 12-1318-2 regarding the extension to the agreement No. 12-1318 with Fiesta Taxi for Dial-A-Cab is set to expire. However, this letter is to inform you that the City of Pico Rivera is requesting a month-to-month term extension.

By accepting this letter, the parties hereby agree to exercise a month-to-month term for Agreement No. 12-1318 until further notice. All terms and conditions of the contract shall remain in full force and effect during the term of the contract extension.

Please contact me at 562-801-4379 or Arlene Salazar, Director of Parks and Recreation at 562-801-4429 should you have any questions. This letter of extension ("Agreement No. 12-1318-3") shall be incorporated as part of Agreement No. 12-1318, effective September 1, 2018.

Best Regards,

James Enriquez, P.E.
Acting City Manager
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022
Subject: LOCAL ROADWAY SAFETY PLAN LRSPL-5351 (039) (NON-CIP NO. 4700) — AWARD PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

Recommendation:

1. Award a Professional Services Agreement to TJKM Transportation Consultants to provide engineering services for the development of a Local Roadway Safety Plan, LRSPL-5351 (039) (Non-CIP No. 4700) for an amount not-to-exceed $114,795 and authorize the City Manager to execute the Agreement in a form approved by the City Attorney; and

2. Amend the fiscal year (FY) 2021-22 Adopted Budget by appropriating $50,000 from Proposition C Funds fund balance.

Fiscal Impact:

The Adopted Budget for FY 2021-22 includes appropriations from matching funds: $48,000 from Proposition C (Account No. 206.70.7300-54500, Non-CIP No. 4700) and $52,000 from the State Grant fund (Account No. 699.70.7300-54500, Non-CIP No. 4700) for a total project budget of $100,000. An additional $50,000 in Proposition C funds (Account No. 206.70.7300-54500, Non-CIP No. 4700) is needed to cover the full amount of the Professional Services and Public Works Department staff time spent managing the project. The total project budget will be $150,000. There is no impact to the General Fund.

Discussion:

In June 2021, the Public Works Department applied for and was awarded a State grant under the Local Roadway Safety Plan Program (LRSP). The intent of the program is to assist local agencies in performing collision analysis, identifying safety issues on their roadway networks and engage the community to develop a list of systemic countermeasures that will be used to prepare future Highway Safety Improvement Program (HSIP) Federal and/or State grant applications, which is a requirement as part of the grant application.
The LRSP will provide a systemic safety approach that will focus on evaluating the entire roadway network using a defined set of criteria. The plan will study accident history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. Systemic analysis acknowledges that crashes alone are not always sufficient to prioritize countermeasures across a system. This is particularly true for many local streets with low volumes where crash densities tend to be low and there are few high crash locations, and in urban areas where vehicles interact with vulnerable road users (i.e., pedestrians, bicyclists, and motorcycles). In addition, a key component to a LRSP is community engagement and requires participation of City roadway stakeholders, which will include El Rancho Unified School District, Los Angeles County Sherriff and Fire Departments as well as the general public, to identify traffic safety concerns in the community.

The developed LRSP will analyze reported collisions from 2015-2020 in the City. The study will analyze existing timing at signalized intersections, sight visibility issues on all approaches, adequate lighting, vertical and horizontal road alignments, community concerns and recommend traffic calming devices and safety countermeasures to enhance roadway safety that are in alignment with the general public and City stakeholders priorities.

The LRSP will primarily address distracted driving, speeding, aggressive driving, roadway departure, and head-on collisions, including collisions with bicycles and pedestrians.

To develop the LRSP, it is necessary to secure an engineering consultant. On January 20, 2022, a Request for Proposals (RFP) was published on the Planet Bids via the City’s website. Services requested consist of project management, data collection, public outreach, roadway analysis, countermeasure selection and development of a LRSP.

On February 17, 2022, four (4) proposals were received. A technical panel consisting of Public Works and Community Development staff ranked the proposals. The technical panel used qualifications-based selection criteria to rank the consultants. The selection criteria weighed a number of factors such as project manager and team qualifications, experience on similar projects, and understanding of technical issues specific to this project funded with State LRSP funds.

A summary of the rankings is provided below:

<table>
<thead>
<tr>
<th>No.</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TJKM Transportation Consultants</td>
</tr>
<tr>
<td>2</td>
<td>Willdan Engineering</td>
</tr>
<tr>
<td>3</td>
<td>KOA Corporation</td>
</tr>
<tr>
<td>4</td>
<td>Minagar &amp; Associates, Inc.</td>
</tr>
</tbody>
</table>
TJKM Transportation Consultants received the highest ranking from the panel. Engineering services funded with State funds, must follow the consultant selection process stated in Chapter 10 of the Caltrans Local Assistance Procedures Manual. Engineering services must be awarded to the consultant that received the highest ranking in a qualification-based selection process, assuming a reasonable fee is negotiated. The selection of TJKM Transportation Consultants complies with this State requirement. Furthermore, State procedures provide that the agency can negotiate with the highest ranked consultant. Upon the selection of TJKM Transportation Consultants as the highest ranked consultant, staff negotiated a fee of $114,795. Staff believes this is an appropriate fee for the scope of services contemplated.

The total project budget is summarized as follows:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>$114,795</td>
</tr>
<tr>
<td>Project Management and Staff Time</td>
<td>$35,205</td>
</tr>
<tr>
<td><strong>Total Estimated Task Cost</strong></td>
<td>$150,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Category</th>
<th>Estimated Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>LRSP State Funds (Fund 699) FY 21-22</td>
<td>$52,000</td>
</tr>
<tr>
<td>Proposition C (Fund 206) FY 21-22</td>
<td>$48,000</td>
</tr>
<tr>
<td>Additional Proposition C (Fund 206) Appropriation</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT BUDGET:</strong></td>
<td><strong>$150,000</strong></td>
</tr>
</tbody>
</table>

Development and completion of the LRSP is anticipated by February 2023. The completed report will be used for future Federal and State funding applications for traffic safety improvements throughout the City.

**Conclusion:**

Staff recommends an award of a professional services agreement to TJKM Transportation Consultants to provide engineering services for the preparation of a LRSP for an amount not-to-exceed $114,795 and an amendment to the FY 2021-22 Budget of $50,000.

Steve Carmona

SC:TR:KG:II

Enclosure: 1) Professional Services Agreement
AGREEMENT NO. ____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
TJKM TRANSPORTATION CONSULTANTS

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide engineering services to develop a Local Roadway Safety Plan, LRSPL-5351(039), Non-Capital Improvement Project No. 4700.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant’s February 17, 2022 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant’s February 17, 2022 proposal to City attached hereto as Exhibit “B.”

3.3 "Commencement Date": April 26, 2022

3.4 "Expiration Date": June 30, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such
changes mutually agreed upon by the Parties, and any corresponding increase or
decrease in compensation, shall be incorporated by written amendment to this
Agreement. In no event shall the total compensation and costs payable to Consultant
under this Agreement exceed the sum One Hundred Fourteen Thousand Seven Hundred
Ninety-Five Dollars and Sixteen Cents ($114,795.16) unless specifically approved in
advance, in writing, by City.

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

6. COMPENSATION

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

6.2 Consultant shall submit to City an invoice, on a monthly basis or less
frequently, for the services performed pursuant to this Agreement. Each invoice shall
itemize the services rendered during the billing period and the amount due. Within ten
(10) business days of receipt of each invoice, City shall notify Consultant in writing of any
disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of
each invoice, City shall pay all undisputed amounts included on the invoice. City shall
not withhold applicable taxes or other authorized deductions from payments made to
Consultant.

6.3 Payments for any services requested in writing by City and not included in the
Scope of Services shall be made to Consultant by City on a time-and-materials basis
using Consultant’s standard fee schedule. Fees for such additional services shall be paid
within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances,
codes and regulations that in any manner affect those employed by it or in any way affect
the performance of its services pursuant to this Agreement. The Consultant shall at all
times comply with such laws, ordinances, codes and regulations. Without limiting the
generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be
qualified and registered to do business in the State of California pursuant to sections 2105
and 17708.02 of the California Corporations Code. The City, its officers and employees
shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

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

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at
any time represent that it is, or that any of its agents or employees are, in any manner employees of City.  12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City’s business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

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

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost,
expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and
all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City's choice and expert witness fees and consultant fees.

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

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

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

16. INSURANCE

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

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:
16.1.1.1 Premises, operations, and mobile equipment
16.1.1.2 Products and completed operations
16.1.1.3 Broad form property damage (including completed operations)
16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury
16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

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

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

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

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

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

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

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

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

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

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
17. MUTUAL COOPERATION

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

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

18. RECORDS AND INSPECTIONS

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

19. PERMITS AND APPROVALS

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

20. NOTICES

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

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:
Nayan Amin, President
TJKM Transportation Consultants
4305 Hacienda Dr. Suite 550
Pleasanton California, 94588
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1 City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

23. **ASSIGNMENT**

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

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

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

27. **NON-WAIVER**

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

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

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

28. **COURT COSTS AND ATTORNEY FEES**

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

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

30. GOVERNING LAW

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

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

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

33. MANDATORY FISCAL AND FEDERAL PROVISIONS

Consultant acknowledges that the funding associated with the Scope of Services under this agreement requires compliance with the provisions the California Department of Transportation Local Assistance Procedures Manual (“LAPM”). Consultant agrees that it will be responsible for ensuring that all required fiscal and federal requirements under the LAPM, including but not limited to those listed under Exhibit D, which are incorporated here by reference. Should any conflict arise between the requirements of Exhibit E and this Agreement, the provisions of Exhibit D shall control to the minimum extent required to resolve such conflict.

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

“CITY”                                      “CONSULTANT”
CITY OF PICO RIVERA                          TJKM TRANSPORTATION CONSULTANTS

______________________________  ________________________________
Steve Carmona, City Manager                Nayan Amin, President

Dated: ____________________________  Dated: ____________________________

ATTEST:                                   APPROVED AS TO FORM:

______________________________  ________________________________
Anna M. Jerome, City Clerk                Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A
SCOPE OF SERVICES
EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate
payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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.”
12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.
EXHIBIT D
FEDERAL PROVISIONS AND FORMS
Required Fiscal and Federal Provisions

ARTICLE I. CONSULTANT’S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY’s Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with LOCAL AGENCY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE II. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY’s approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “I” of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT’s agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of $114,795.16. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY’s Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to CITY’s Contract Administrator at the following address:

    Steve Carmona, City Manager
    City of Pico Rivera
    PO Box 1016
    6615 Passons Blvd.
    Pico Rivera, California 90660-1016
    Facsimile: (562) 801-4765

I. The total amount payable by CITY including the fixed fee shall not exceed $114,795.16.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE. III TERMINATION

This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE IV. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE V. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT’s Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT’s Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE VI. AUDIT REVIEW PROCEDURES
A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY’S Chief Finance Director.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY’S Finance Director of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. If selected for a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI’s review of the ICR audit work papers created by the CONSULTANT’s independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.
Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE VII. SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT’s obligation to pay its Subconsultants is an independent obligation from the CITY’s obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY’s prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE VIII. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES
A. Prior authorization in writing by CITY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY’s Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE IX. STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation’s Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant’s failure to pay the specified prevailing rate of wages to the Subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day’s work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey
level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE X. CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless
exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the
benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT’s signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XIV. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To
ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT’s responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at the website https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 8% Participation by DBE
CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY’s written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY’s consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY’s bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.
CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT’s request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY’s DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY’s contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   • Name and business address of each 1st-tier subconsultant
   • Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   • Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold $10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.
In the CITY’s reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT’s shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY’s Contract Administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
ARTICLE XV. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XVI. CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’s Contract Administrator.

ARTICLE XVII. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price
or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XVIII. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY’s Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XIX. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XX. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
ARTICLE XXI. OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXII. CLAIMS FILED BY LOCAL AGENCY’s CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY’S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
B. CONSULTANT’s personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this AGREEMENT.

C. Services of CONSULTANT’s personnel in connection with LOCAL AGENCY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY’s operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY’s actions on the same, except to LOCAL AGENCY’s staff, CONSULTANT’s own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY’S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

ARTICLE XXIV. NATIONAL LABOR RELATIONS BOARD CERTIFICATION
In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV. EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.
PROPOSAL FOR

Professional Engineering Services to Develop a Local Roadway Safety Plan

Non-CIP No. 4700
LRSPL-5351(039)

FEBRUARY 17, 2022
February 17, 2022

City of Pico Rivera
Department of Public Works
6615 Passons Boulevard
Pico Rivera, CA 90660

Subject: Proposal for Professional Engineering Services to Develop a Local Roadway Safety Plan, Non-CIP NO. 4700, LRSPL-5351(039)

Dear Selection Committee:

TJKM Transportation Consultants (TJKM) is pleased to submit our Proposal for the Local Roadway Safety Plan for the City of Pico Rivera. We are confident that the TJKM Team will meet the goals and objectives for this project, all while exceeding your expectations within budget and on schedule.

TJKM provides transportation planning, traffic design, traffic operations, traffic safety studies, and multimodal planning and design services throughout California, Florida, and Texas. Founded in 1974, TJKM currently has a staff of 40 employees with key offices in Pleasanton, San Jose, Sacramento, Santa Rosa, Fresno, and Inglewood California; as well as St. Petersburg and Tampa, Florida; and Austin, Texas. Our projects range in size from short-term engagements developing meaningful safe mobility solutions for all for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. TJKM has been involved in more than 8,000 transportation projects, and averages over 240 new projects each year. We have assembled a dedicated team of in-house experts who have the demonstrated capabilities to meet the technical, managerial, and schedule challenges to be encountered on this project.

To meet the specific needs of the City, we are pleased to propose Mr. Cory Peterson as the Project Manager for this contract. Mr. Peterson has six years of experience in transportation planning and Geographic Information Systems work, specializing in Local Roadway Safety Plans, bicycle and pedestrian planning, safety studies, long-range transportation plans and studies, and grant writing/administration. He serves as a Senior Transportation Planner for TJKM. The TJKM Team brings current knowledge and experience to the City and is ready to “hit the ground running”.

Mr. Peterson will be supported by our proposed Principal-In-Charge, Ms. Jariwala and Mr. Mark Doty, Deputy Project Manager. Deputy Project Manager, Mr. Doty is located in our Inglewood office and is an authorized alternate individual to respond to this Request for Proposal and for the City to contact.

Project Understanding

TJKM understands that the City is seeking transportation planning and engineering services to prepare a Local Roadway Safety Plan (LRSP). We understand that the LRSP will be a required document to apply for HSIP funding, starting with Cycle 11 in Spring 2022. Tasks on this project will include a review of the City’s planning documents/upcoming projects, gathering collision data, performing a systemic collision analysis and identifying high-risk roadway networks, selecting emphasis areas, developing a countermeasure toolbox, and creating safety projects with cost estimates and benefit/cost ratios. Our team has completed (or is currently working on), more than 30 LRSPs across California. We are confident that we will be able to perform this project with proficiency, on-time, and within budget.

Statements

TJKM has reviewed the sample agreement for consulting services and is willing to accept the terms and conditions set forth in the agreement.

TJKM’s Proposal is valid for a period of 90 days from the due date.
Contact and Commitment

As President of the firm, I am authorized to bind TJKM to a contract and you have my personal assurance that all the resources necessary to address the City's needs will be made available and ready to perform when the opportunity arises. I can be reached at (925) 463-0611 or via email at namin@tjkmc.com. During the proposal process, please feel free to contact Mr. Peterson via phone at (512) 757-7660 or via email at cpeterson@tjkmc.com. Mr. Doty can be reached at (214) 533-9647 or via email at mfdoty@tjkmc.com. All mail correspondence can be sent to our corporate office at 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588.

Thank you for considering TJKM for this project.

Sincerely,

TJKM Transportation Consultants

[Signature]

Nayan Amin, TE, President
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TJKM Transportation Consultants (TJKM) is pleased to submit our Proposal for Professional Engineering Services to Develop a Local Road Safety Plan for the City of Pico Rivera.

UNDERSTANDING OF SCOPE OF SERVICES

Project Understanding
TJKM understands that the City of Pico Rivera is seeking comprehensive services to develop a LRSP to follow up the City’s 2020 Systemic Safety Analysis Report. We understand that, based on Caltrans Highway Safety Improvement Program (HSIP) guidelines, a LRSP will be required for applying to grants in the Cycle 11 call-for-projects and in future cycles. The overarching goal of a LRSP is to reduce fatal and severe injury traffic collisions. The LRSP will include at a minimum: literature review, safety (collision) analysis, countermeasure toolbox, viable safety projects, and an implementation plan. The LRSP is implemented through a holistic approach incorporating the 5 E’s of traffic safety (Education, Engineering, Enforcement, Equity, and Emergency Medical Services) that will enhance safety for all modes of transportation. A successful LRSP will also identify viable safety projects with reasonable cost estimates and phasing. It will contain a monitoring mechanism to evaluate effectiveness of the plan itself. The following flow chart details our approach to complete the LRSP:

Project Approach
The LRSP will be tailored to the local protocols, needs, issues and will fully comply with Federal and State guidelines and directives. With our extensive experience in successfully delivering safety programs, the TJKM Team has identified the following key highlights:

- **Determining Visions and Goals** - Thorough document review and stakeholder discussions to finalize LRSP vision statement and goals.
- **Analyzing Collision Trend** - Conducting comprehensive and systemic collision analysis, which further helps develop lists of risk factors and define Emphasis Areas.
- **Identifying Countermeasures and Non-Engineering Strategies** - Identifying appropriate countermeasures that are consistent with local and regional planning directions, design guidelines, and fund-eligible; identifying non-engineering strategies that can be engaged by local communities.
- **Engaging and Integrating Stakeholder Input** - The process to foster communication with stakeholders and general public, gathering valuable input/concerns related to road safety; incorporating concerns into 5 E’s strategies such that all concerns are addressed.
- **Prioritizing Actions and Identifying Funding Strategies** - Develop a detailed implementation matrix containing timeline, responsible agencies, required cost, and potential funding opportunities.
Methodology
This section describes the proposed methodologies to be used in different stages of the project.

IDENTIFY HIGH-RISK NETWORK
Collision Data
One of the most critical steps in developing an LRSP is to collect complete and accurate collision data. TJKM will obtain and consolidate the latest five years of collision data from Transportation Injury Mapping System (TIMS), the Statewide Integrated Transportation Records System (SWITRS), and any locally maintained collision databases. These sources will be cross referenced to ensure that all available collision data is captured. In addition, we will, as needed, reference supplemental information from City records, such as complaint database, local police reports if available.

Location Ranking: Equivalent Property Damage Only (EPDO)
TJKM proposes to use the EPDO methodology from the Highway Safety Manual (HSM), to identify and rank the locations from most needing safety improvement to the least.

We will rank all the intersections and roadway segments by collision frequency and EPDO scores, which generally reflect the order of magnitude difference between the societal costs of fatal and severe injury crashes versus non-severe injury crashes. This practice helps our planners and engineers to identify prioritized locations for field review. The goal is to identify high-concentration collision locations and similar intersections/roadways that may not have the same collision history but share similar risk factors.

GIS Coding and Processing
TJKM will identify collisions within 250 feet of an intersection for calculating EPDO scores. For roadway segments, we will employ the Sliding Window Algorithm as per the HSM to partition a city’s roadway system into equal segments (0.3 mile). A 0.3-mile “window” then slides by an increment of 0.1 mile to identify the segments of roadways for safety improvements. GIS coding allows us to mine the collision databases and evaluate complex queries to determine more detailed clues as to when and where the most frequent and severe collisions of a specific type, or involving a particular road user, have occurred. This will help our field staff visit the roadway locations with the highest potential crash risk and observe crash-susceptible conditions in the field where they are likely to occur and investigate the various physical aspects that are contributing to these risks.

SELECT COUNTERMEASURES
HSIP-Eligible Countermeasures
TJKM will focus on finding the ideal balance between collision analyses on a systemic basis and addressing high-concentration collision locations. The engineering countermeasures will be systemically applied, if applicable. We will use our experience in working with other Southern California cities to address safety issues on their streets to find appropriate countermeasures that fit the context. The countermeasures will be categorized by facility type, (i.e., Signalized Intersection, Non-signalized Intersection, and Roadway Segments). The following factors will be considered for prioritizing countermeasures:

- CMF applicability
- Estimates of crash reduction benefits based on EPDO values by collision severity
- Equitably mitigating safety issues for all modes of transportation
- Applicability to multiple locations
- Consistency with City’s standard practices
- Implementation cost
- Right of way requirements
- Federal funding eligibility
- Public acceptance

Countermeasures will then be grouped together to form safety projects. TJKM will work with City staff to develop projects with appropriate Benefit/Cost Ratios (BCR) that can be used to apply for HSIP funding.
METHODOLOGY & WORK PLAN

The scope TJKM proposes builds on and has expanded the scope outlined in the Request for Proposal (RFP) based on our extensive experience developing numerous LRSPs.

TASK 1. PROJECT MANAGEMENT

Subtask 1.1 Kick-Off Meeting

Within a week of notice-to-proceed, TJKM will facilitate a virtual project Kick-off meeting with the City’s Project Manager (PM) and others suggested departmental staff. The purpose of the meeting will be to:

- Discuss and define specific goals of the LRSP with respect to crash reduction
- Discuss and finalize the tasks to perform, timeline, and project milestones
- Discuss critical data needs and data analysis
- Discuss potential list of stakeholders
- Establish a Project Development Team (PDT) of City staff

TJKM will prepare meeting materials including agenda, sign-in sheets, and related handouts, PowerPoint presentations (if necessary), and summarize meeting notes and action items.

Subtask 1.2 Monthly Meetings and Schedule Updates

TJKM expects constant correspondence with City’s PM during the development of the LRSP. We will also facilitate monthly meetings with the City’s PDT to ensure the project is on track and within budget. Meetings will be held via Zoom virtual conferencing. For each meeting, TJKM will prepare an Agenda, updated the schedule, prepare meeting minutes, and action items.

Task 1 Deliverables

✓ Meeting Agendas and Minutes for all meetings (up to nine meetings)
✓ Project schedule and updates

TASK 2. IDENTIFY & ENGAGE STAKEHOLDERS

Subtask 2.1 Stakeholder Meetings

This task includes identifying and meeting with stakeholders whom should be involved in the development of the LRSP.

At the Kick-Off meeting, TJKM will work with City’s PM to obtain a roster of potential stakeholders and begin the recruitment process of the stakeholder group. This could include community residents, businesses, schools, transportation providers, law enforcement, and first responders.

The intent of the meetings and ongoing interactions is to solicit input with regard to transportation safety concerns associated with the 5 E’s. It also ensures the vision of the LRSP aligns across departments and community members.

TJKM proposes to meet with the group twice:

- Virtual Meeting #1: Meet with stakeholders to establish LRSP vision and goals, express traffic safety concerns; report results of collision analysis, and high-risk locations. Depending on COVID-19 pandemic conditions, this meeting could optionally be held in-person.
- Virtual Meeting #2: Provide feedback and input on emphasis areas and the potential countermeasures and prioritize safety projects for implementation. Review and comment on the draft LRSP.

A TJKM staff member (Ana Dominguez) will be present at both meetings to provide Spanish translation as needed.

Subtask 2.2 Community Outreach

Our team understands that the key to a successful LRSP is to ensure that community input informs the subsequent recommendations of the LRSP. We propose to center the community engagement process around a project website with an interactive map input tool. The project website will consist of: 1) project overview; 2) progress update; 3) upcoming events; and 4) interactive map input. We will generate city specific URLs, e.g., Picoriverasafestreets.com.

We will work with City staff to promote the project website on the City’s official website and social media (e.g., Facebook, Instagram, Next Door, and Twitter) pages with graphics and verbiages. The website and all social media posts will be translated into Spanish. We will maintain and frequently update the website with latest project information.
Task 2 Deliverables
✓ Stakeholder meetings (up to two meetings), meeting agendas, and minutes for all meetings
✓ Project website and social media outreach materials (English and Spanish)

**TASK 3. DATA COLLECTION & FIELD REVIEW**

**Subtask 3.1 Document Review**
The purpose of this task is to ensure the LRSP vision and goals are aligned with prior planning efforts and that the potential E’s strategies are consistent with local and regional policies, guidelines, and programs. TJKM will first collect and review documents pertaining to the LRSP, such as the City’s General Plan, any bicycle/pedestrian plans, neighborhood plans SCAG’s Regional Transportation Plan, etc. We will summarize contents and key transportation projects and efforts to address traffic safety of the aforementioned documents in a Technical Memorandum. Based on our firm’s experience, we will ensure the LRSP is developed in consistence with the following documents:

- Caltrans LRSM (4-2020)
- National Association of County Engineers (NACE) - A Template for Local Roadway Safety Plan
- FHWA - Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA - Developing Safety Plans: Annual for Local and Rural Road (2012)
- FHWA - Systemic Safety Project Selection Tool (2013)
- FHWA - Local and Rural Road Safety Program
- California’s Strategic Highway Safety Plan (SHSP)
- Highway Safety Manual
- NACTO, American Association of State Highway and Transportation Officials, California Manual on Uniform Traffic Control Devices (MUTCD)
- California Vehicle Code (CVC)
- California Highway Design Manual (HDM)
- Caltrans Local Assistance Manual and Program Guidelines

**Subtask 3.2 Data Collection**

**Collision Data.** TJKM will obtain the latest five years of collision data from the Transportation Injury Mapping System (TIMS) and the Statewide Integrated Traffic Records System (SWITRS) for crosschecking. We will reference additional supplemental information from the City or LA County Sheriff’s Department, such as additional collision data or a complaint database, if available.

**Volume Data.** We will work closely with City staff to obtain Average Daily Traffic (ADT) volumes, roadway data, and intersection turning movement counts available from City’s recent studies, e.g., Engineering and Traffic Survey, traffic impact studies, etc.

- Multimodal activity, demand, and behavior
- Right of way information, including number of lanes, lane width, median type and width, shoulder type and width (if any)
- Pavement markings and signage
- Horizontal and vertical curvature, super-elevation, delineation or advance warning devices
- Presence of lighting
- Sight Distance
- Intersection traffic control device, including number of signal heads vs. number of lanes, presence of back plates, etc.

**Field Observation.** TJKM will conduct field reconnaissance at high-risk locations for verifying roadway configurations and infrastructure deficiencies and opportunities for improvements. We will identify major risk factors attributed to historical collisions. The following are roadway features that we will record:

**Task 3 Deliverables**
✓ Draft and Final Memorandum summarizing Task 3
✓ GIS shapefiles and Excel sheets of the collision database and high-risk network database
TASK 4. SAFETY ANALYSIS

Subtask 4.1 Systemic Safety Analysis and Trend Analysis
TJKM will conduct a citywide collision analysis with an emphasis on Fatal and Severe Injury (F+SI) collisions. This will be a data-driven process including the following steps:

- **Collision Trend:** Analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type and violation category. We will identify trends that are increasing and which ones are receding and evaluate measures the City has taken thus far to address collision trends, including comparing collision trends with the City’s 2020 Systemic Safety Analysis Report.

- **Collision Profile:** Combining collision factors to identify prominent collision types.

- **Bicycle/Pedestrian Collisions:** We will separately examine bicycle and pedestrian involved collisions to understand the factors leading to these collisions.

We will produce GIS-based mappings, charts, and other visualizations to help inform decision-making. We will summarize the collision analysis and maps in a Technical Memorandum.

Subtask 4.2 Identify High-Risk Network
This is a critical step to identify collision-prone locations throughout the City so that future incidents can be prevented. Primarily, TJKM will identify a high-risk network, which will include a list of the top 10 high-risk intersections and top 10 roadway segments in Pico Rivera.

- **Location Ranking/EPDO:** TJKM proposes to use the Equivalent Property Damage Only (EPDO) methodology from the Highway Safety Manual (HSM), to identify and rank the locations from most needing safety improvement to the least.

- **GIS Coding and Processing:** TJKM will identify collisions within 250 feet of an intersection for calculating EPDO rate as described in the Project Approach. For roadway segments, we will employ the Sliding Window Algorithm as per the HSM to partition the city’s roadway system into equal segments (0.3 mile). A 0.3-mile “window” then slides by an increment of 0.1 mile to identify the segments of roadways for safety improvements.

Task 4 Deliverables
✓ Collision Analysis Memorandum with High Risk Network

TASK 5. COUNTERMEASURES & SOLUTIONS

Subtask 5.1 Emphasis Areas
Based on the collision history analyzed, high-risk network identified, and stakeholder input, TJKM will identify up to 10 emphasis areas. The emphasis areas could include infrastructure deficiencies, collision types, and human factors. Each emphasis area will include a description, objective, target outcome, the potential 5 E’s strategies and performance indicators. The emphasis areas will be developed in consultation with the stakeholder group.

Subtask 5.2 Countermeasure Toolbox
As we determine emphasis areas for enhancing safety for all roadway users in the City, TJKM will build a toolbox of E’s strategies for each of the aforementioned emphasis areas. This toolbox will inform City engineers, other staff, elected officials, and the general public about measures to address traffic safety issues in the City.

TJKM will leverage our expertise in traffic calming, complete streets, active transportation, and traffic operations. We will also consider the safety improvements identified as part of other studies within the City at high-risk locations, and will review the effectiveness of any improvements that have previously been implemented by comparing collision trends.

TJKM will select feasible and HSIP eligible countermeasures based on numerous data attributes, e.g., roadway characteristics, number of lanes, pavement conditions, traffic control types, collision information: collision types/collision locations, and primary collision factors. We will use the FHWA Crash Modification Factor Clearinghouse and other published research papers to evaluate the Crash Reduction Factor and effectiveness of each countermeasure.

Subtask 5.3 Safety Projects, Cost Estimate, and BCR Analysis
Based on previously completed tasks, TJKM will identify viable safety projects (engineering) in accordance with Caltrans LRSM. This will include combinations of HSIP-eligible countermeasures identified in previous tasks. We will first develop detailed cost estimates for the identified projects. At the time, we will submit the first draft of projects for City review. Upon receiving comments, TJKM will finalize the list of projects and conduct a BCR analysis on all the identified projects for
ranking. We will utilize LRSM approved BCR formula, crash costs in 2021 dollars, as well as the HSIP BCR Analyzer for verification purposes. Our design team and planners have extensive experience in preparing safety programs and design plan cost estimates. The team will develop a robust cost estimate sheet per project in construction, design, environmental, mobility, administrative, and with reasonable contingency.

Subtask 5.4 Implementation Plan

The implementation program will phase safety strategies and engineering projects in a five to 10-year span. It will also categorize projects into maintenance versus capital improvements with associated timing and responsible departments, which will inform budgeting of the City’s Capital Improvement Program. It will include a template by which the City can continuously update the LRSP as needs arise and the resources necessary to do so are available. It will recommend the necessary resources to continue to move the City towards a sustained and successful effort in addressing traffic safety. Ultimately, TJKM wishes to leave the City with an implementable plan that assists in meeting traffic safety and Vision Zero goals.

TJKM can assist in writing a Vision Zero policy and its associated goals/performance metrics, if desired by the City. The LRSP overlaps with Vision Zero policy and metrics, and as such could benefit from consolidated efforts. The goals will be structured in a way that provides action items for City staff and help to work towards a goal of zero traffic fatalities in the City of Pico Rivera.

Potential funding sources for each project depend on types of improvements and travel modes. TJKM will develop a matrix of pursuable Federal and State grant fact sheets that instructs City staff with materials and timeline for each funding opportunity.

Task 5 Deliverables
✓ Emphasis Areas Memorandum
✓ Countermeasure Toolbox
✓ Safety Projects Memorandum with cost estimates and benefit/cost ratios
✓ Implementation Program
✓ Vision Zero Policy (if desired)

TASK 6. LOCAL ROADWAY SAFETY PLAN
Subtask 6.1 LRSP Report

Based on the work completed under previous tasks, TJKM will prepare the City of Pico Rivera LRSP report, first in draft format for review by City’s PM and stakeholders and, after receiving comments, a final report. The LRSP report will contain at a minimum the following sections (subject to adjustments):

- Executive Summary
- Introduction, Vision, Goals, and Objectives
- Safety Partners and Community Outreach
- Collision Data, Systemic Safety Analysis, and Results
- Emphasis Areas, Existing Efforts, 5 E Strategies, and Performance Measures
- Countermeasure Toolbox
- Safety Projects, Cost Estimate, and BCR
- Prioritization and Implementation Action Plan
- Monitoring and Ongoing Coordination

We will prepare a PDF version of the report for City staff comment. Once comments are received, we will address them and produce a digital PDF and Word version of the Final Report.

Subtask 6.2 City Council Adoption

As requested, TJKM will be present at a meeting of the Pico Rivera City Council to present the final LRSP for adoption. We will work with City staff to prepare any presentation materials, if necessary.

Task 6 Deliverables
✓ Draft and Final LRSP
✓ Attendance at one City Council meeting
PROJECT MANAGEMENT

The TJKM Project Management plan that will be used on these projects is based on proven management, lessons learned and administrative systems developed to enhance communication among the City of Pico Rivera, the TJKM Project Manager and team members, and other affected agencies. This management approach has been used successfully on numerous projects throughout California. The TJKM Project Management plan has the following elements:

**Work Plan** - It is a TJKM policy to prepare a Work Plan for all projects, large and small. Upon receipt of a Notice-to-Proceed, we will prepare, in consultation with the City and other local jurisdictions, an overall project work plan that includes detailed work elements for each team specialty. A TJKM work plan typically includes definition of the project purpose, task objectives, scope of services, staffing, coordination requirements, deliverables, budget; schedule; and monitoring and reporting procedures.

**Coordination and Communication** - Frequent and effective communication between the City, other local jurisdictions, and the TJKM Team is needed to maintain the project schedule and ensure a quality product. The key to our success is an integrated team approach. Our goal is “no surprises” and a partnership that has common understanding and expectations every step of the way. Mr. Peterson will maintain close communication with the City’s Project Manager by personal contact, telephone, written communications, and meetings. Our project manager strongly believes in the necessity and benefit of scheduled monthly progress meetings. Mr. Peterson, as well as other key team members, will meet with the City’s Project Manager monthly to discuss project issues, status, schedule, budget and invoicing items. This will ensure that our “no surprises” goal is maintained and the City is thoroughly aware of all aspects of the project. The TJKM Team will maintain regular contact with City staff to ensure clear communication on project tasks, products, meetings and schedule. Specifically we will:

- Hold scheduled conference calls to review project status and discuss key issues. During these calls, we will discuss various project deliverables including workshop agendas, workshop summaries, proposed alternatives, preferred alternative, draft plan and final plan documents.
- Participate in additional calls and meet with City staff, as needed at key stages during the planning effort to review key ideas, products, deliverables, project status and overall project direction and budget.
- Manage all aspects of the project to maintain project schedule and budget, maintain continuous liaison with the City and other stakeholders.
- Prepare and submit monthly progress status updates to the City. The reports will include progress of work; status of public involvement; updated project schedule; information/decisions required to maintain schedule and complete deliverables; problems encountered that may affect schedule; budget or work products and anticipated work products for the following month.

**Cost Control** - Control of project costs will be accomplished by monitoring on a task level basis. This detailed task level will roll up into milestone summaries and a project summary. Our cost accounting system is a “live” database that the project manager can access to determine the financial status of the project at any time. Cost control reporting to TJKM’s Project Manager will be implemented through the invoicing process. Progress reports will also be included to relay information on project progress and critical issues.

**Schedule Control** - Establishing a schedule that meets the project objectives is relatively easy. Maintaining this schedule during changing project priorities, unforeseen conditions, public consensus building, etc., is a challenge. The project work scope will be broken down by function and separated into defined tasks. Tasks will be linked logically and will be sufficiently detailed to allow for realistic representation of the project. Project progress will also be monitored by percent complete for each task.
QA/QC Procedures - TJKM’s Design Quality Assurance (QA) Procedures are utilized throughout the life of the Project. Quality Control (QC) starts at the proposal and scope definition stage and continues through the completion of all assignments. To assure that errors, omissions and ambiguities in submittals and drawings are limited to an absolute minimum, the responsibilities for technical review, peer review/coordination checking, and technical audit functions are assigned to the appropriate TJKM Team members. TJKM’s approach integrates the work of our subconsultants into the quality control system through the use of established procedures and our peer review/independent checking capability augmented with technical audits.

QC Program - TJKM’s Quality Control Program provides quality services and products that meet or exceed the expectations of our clients. Quality Control is an integral part of TJKM’s entire professional service process, which is integrated into our work plan, and CADD design and drafting processes. The formal Quality Control Reviews consist of “Constructability Reviews” and “Project Manager and Project Engineer Reviews”. All formal Quality Control Reviews will result in comments recorded on Comment Sheets. TJKM’s established Quality Control Plan ensures that TJKM will receive thorough and accurate design documents and reports that are prepared in formats consistent with local agency and Caltrans guidelines. Our Project Manager has responsibility for implementation of the Quality Control Plan.
Key Personnel
KEY PERSONNEL

Organizational Chart

Our Team Organization Chart illustrates our proven “chain of command” for performance on similar projects. The proposed organization is a fully integrated team under the direction of Ms. Ruta Jariwala, PE, TE, Principal-In-Charge, Mr. Cory Peterson, Project Manager, and Mr. Mark Doty, Deputy Project Manager. Work will be conducted under the direct supervision/direction of our Project Manager, Mr. Peterson and Deputy Project Manager, Mr. Doty. They will be responsible for overall coordination on this contract, maintaining the effectiveness and efficiency of the work, schedule, and ensuring the work products are to the satisfaction of the City and stakeholders. We anticipate working closely with the City staff to ensure understanding of project objectives from start to project completion. Mr. Peterson and Mr. Doty will be responsible for day-to-day coordination and activities and will be the single point of contact. They will be available to the City and stakeholders at a short notice. Our proposed team members will be made available to the City for the duration of the project, and will not be substituted without approval from the City.

Resumes
On the following pages are resumes of our key staff.
Ms. Jariwala has 23 years of professional experience in the areas of traffic safety, traffic operations, transportation planning, freeway and arterial management studies, signal coordination, traffic signal systems, traffic impact studies/EIRs and ITS planning, design and construction oversight. She has extensive experience in macro and microscopic model development and application for analysis of traffic operations for express lane studies as well as multimodal operations, light-rail, bus rapid transit, pedestrian, bicyclists, and traffic safety studies.

Local Roadway Safety Plan, Glendale, CA: Task Lead on team assisting the City to prepare the LRSP. The LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. We will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

Local Road Safety Plan, Culver City, CA: Project Manager responsible for conducting a LRSP for enhancing safety on city roadways for all travel modes. The Team will be customizing effective measures under various E’s, including Engineering, Education, Encouragement, Enforcement, Emerging Technologies, and Evaluation. We will also be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

Local Roadway Safety Plan, Yorba Linda, CA: Task Lead assisting the City of Yorba Linda in preparing their LRSP to identify and address traffic safety issues on Yorba Linda streets. Tasks on this project will include a review of the transportation system, systemic collision analysis, identification of the top 10 high risk intersections and 10 roadway segments, emphasis areas with 4 E’s strategies, a countermeasure toolbox, and safety projects. TJKM will be preparing two HSIP Cycle 11 grant applications on behalf of the City.

Countywide Local Roads Safety Plan, Santa Clara County, CA: Project Manager that will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County’s Cities and Towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

Local Roadway Safety Plan, Napa, CA: Project Manager for the Napa LRSP, which will analyze traffic collisions on the City’s roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

Local Roadway Safety Plan, Kern County, CA: Project Manager responsible for preparing LRSP’s for nine cities in Kern County as one single contract, including the Cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. The scope includes two HSIP application preparations for each City.

Local Roadway Safety Plans, Mendocino County, CA: Project Manager preparing LRSP’s for four local agencies in the County as one single contract, including the Cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. The scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

Local Road Safety Plan, Folsom, CA: Task Lead preparing the LRSP comprised of data- and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the four E’s of traffic safety.

Local Road Safety Plan, Farmersville, CA: Principal-In-Charge. The Team has identified the high-risk intersections and roadway segments for determining the most feasible countermeasures. Some of the next steps include identification of countermeasures, priority safety projects, and emphasis areas.

Local Roadway Safety Plan, Dinuba, CA: Principal-In-Charge for a LRSP, which analyzes traffic collisions on the City’s roadways, develops emphasis areas, recommends countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials.
Mr. Peterson serves as a Senior Transportation Planner for TJKM in the Austin, Texas area. He has eight years of experience in transportation planning and GIS work, specializing in Local Road Safety Plans, bicycle and pedestrian planning, safety studies, long-range transportation plans and studies, and grant writing/administration. Mr. Peterson comes to TJKM from the public sector, where he served nearly two years as a Planning Assistant for the Solano Transportation Authority in the San Francisco Bay Area. Prior to that, he held two GIS internships while in college; one in the private sector and the other with the California Department of Transportation.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Deputy Project Manager for Santa Clara Valley Transportation Authority Countywide LRSP, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County’s Cities and Towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Deputy Project Manager for the Napa LRSP, which will analyze traffic collisions on the City’s roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Williams, CA:** Project Manager for the Williams LRSP, which will analyze traffic collisions on the City’s roadways and recommend solutions. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects.

**Local Road Safety Plan, Solano County, CA:** Project Manager for the Solano County LRSP, which will analyze traffic collisions on the county’s rural roads. Tasks include literature review, systemic safety analysis, and identification of high-risk locations, countermeasure selection, and safety project development. Additional analysis will occur on rural corridors that are used as reliever routes for nearby congested freeways. The project will also include the preparation of HSIP Cycle 11 grant ready materials.

**Local Road Safety Plan, Isleton, CA:** Project Manager for the Isleton LRSP, which will analyze traffic collisions on city streets and State Route 160. Tasks include literature review, systemic safety analysis, and identification of high-risk locations, countermeasure selection, and safety project development. The project will also include the preparation of HSIP Cycle 11 grant ready materials.

**Local Roadway Safety Plan, Dinuba, CA:** Project Manager for a LRSP, which analyzes traffic collisions on the City’s roadways, develops emphasis areas, recommends countermeasures, and develops safety projects. The final report was adopted in September 2021. Project will also include the preparation of HSIP Cycle 11 grant ready materials.

**Systemic Safety Analysis Report and HSIP Cycle 10 Grant Applications, Yuba City, CA:** Project Planner for Yuba City’s SSAR, which analyzed traffic collisions citywide and recommended engineering countermeasures. While the plan was Citywide, it also had a focus on 10 arterials/collectors throughout the City. Tasks included collision analysis, countermeasure selection, and safety projects. At the end of the report’s completion, three HSIP Cycle 10 applications were prepared for the City, all of which were successful.

**Local Roadway Safety Plan, Farmersville, CA:** Project Planner for the development of Farmersville’s LRSP. Tasks include collision data analysis, stakeholder outreach, development of emphasis areas, countermeasure selection, and development of safety projects.
Mr. Doty has over 22 years of experience in both the private and public sector with the majority of that time served as a planner or director for major cities in North Texas.

Mr. Doty is an accomplished senior-level planner and project manager with broad stakeholder, community and government relation expertise, team leadership, strategic development and media outreach experience in the public and private sectors. Among the many initiatives and projects Mark has worked on include; monthly commission and board meetings, stakeholder and other community outreach, parking management, wayfinding signage, impact fee studies, downtown place making, economic development fund review and administration, historic designation, code writing and review.

**Local Road Safety Plan, Pittsburg, CA:** Task Lead assisting the City of Pittsburg in developing a LRSP. The Pittsburg LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation.

**Local Road Safety Plan, San Bruno, CA:** Task Lead assisting the City of San Bruno in developing a LRSP. The San Bruno LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation.

**Local Road Safety Plan, Albany, CA:** Task Lead assisting the City of Albany in developing a LRSP. The Albany LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation.

**Local Road Safety Plan, Kern County, CA:** Task Lead assisting Kern County Council of Governments (COG) in developing a countywide LRSP. The Kern County LRSP encompasses the cities of Bakersfield, Delano, Maricopa, Shafter, Taft, and Wasco and each community will have a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation.

**Old Town and Downtown Parking Study, Eureka, CA:** Project Manager responsible for assisting the City of Eureka on conducting a parking availability and suitability analysis to analyze existing and potential parking capacity in the Old Town and Downtown area, and to provide implementable strategies that balance parking utilization for all users, including residents, business owners, business employees, and visitors. This study contains extensive data collection and analysis in downtown as well as stakeholder outreach meetings. The team is in progress of reviewing Stakeholder feedback from recommendations will be formulated for additional feedback.
Mr. Fakhry has over 35 years of experience in civil and transportation engineering working for public sector. He has worked in different capacities for the City of Santa Ana, County of Orange, City of Santa Clara and City of Mountain View. Before joining TJKM Transportation Consultants, he worked as City Traffic Engineer for City of Mountain View. His experience is in highway design, traffic safety, transportation/traffic studies, signal design, land development reviews, pedestrian and bike improvements and complete street projects. He has worked closely with neighborhood groups, City Council, and Council Committees and Sub-committees. He also served as adjunct professor at San Jose State University for over 17 years.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** QA/QC for Santa Clara Valley Transportation Authority Countywide LRSP, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County’s Cities and Towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** QA/QC for the Napa LRSP, which will analyze traffic collisions on the City’s roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Kern County, CA:** QA/QC. The Team is preparing LRSP’s for nine cities in Kern County as one single contract, including the Cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. The scope includes two HSIP application preparations for each city.

**Local Roadway Safety Plans, Mendocino County, CA:** QA/QC. The Team is preparing LRSP’s for four local agencies in Mendocino County as one single contract, including Cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. The scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Roadway Safety Plan, Glendale, CA:** QA/QC. The Glendale LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Road Safety Plan, Folsom, CA:** QA/QC. The LRSP is comprised of data- and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4 E’s of traffic safety: Education, Engineering, Enforcement, and Emergency Medical Services (EMS).

**Local Road Safety Plan, Culver City, CA:** QA/QC. The Team will be customizing effective measures under various E’s, including Engineering, Education, Encouragement, Enforcement, Emerging Technologies, and Evaluation. Also will be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Road Safety Plan, Antioch, CA:** QA/QC on project to assist the City of Antioch in developing a LRSP. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.
Mr. Patel has 15 years of professional experience in transportation/traffic engineering and design. He has provided support on traffic impact studies, highway operation analysis, signal coordination projects and highway design PS&E packages. Mr. Patel has worked on various electrical design projects, which include street lighting, traffic signal, and intelligent transportation system design plans, as well as the preparation of traffic handling, signage, and striping plans. Mr. Patel has worked with various jurisdictions in the San Francisco Bay Area, Tri-Valley, Central Valley, and Northern California and is very familiar with their different standards and requirements. This knowledge often leads to minimal need for plan check comments during the design phase. He has extensive experience in traffic engineering design, traffic safety, transportation/traffic studies, signal design, pedestrian/bike improvements and complete street projects. For all projects, Mr. Patel has developed project estimates and specifications to accompany the full plan set.

**Local Road Safety Plan, Glendale, CA:** Task Lead. The Glendale LRSP will be a living document including systematic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Road Safety Plan, Culver City, CA:** Task Lead. We will be customizing effective measures under various E’s, including Engineering, Education, Encouragement, Enforcement, Emerging Technologies, and Evaluation. He will also be assisting with the preparation of the HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Roadway Safety Plan, Kern County, CA:** Task Lead assisting in preparing LRSP’s for nine cities in Kern County as one single contract, including Cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. The scope includes two HSIP application preparations for each city.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Task Lead for Santa Clara Valley Transportation Authority Countywide LRSP, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County’s Cities and Towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Task Lead for the Napa LRSP, which will analyze traffic collisions on the City’s roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plans, Mendocino County, CA:** Task Lead assisting in preparing LRSP’s for four local agencies in Mendocino County as one single contract, including Cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. The scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Road Safety Plan, Folsom, CA:** Task Lead on project for assisting the City of Folsom’s LRSP comprised of data and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4 E’s of traffic safety: Education, Engineering, Enforcement, and EMS.

**Local Road Safety Plan, Antioch, CA:** Task Lead. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.

**Local Road Safety Plan, Farmersville, CA:** Task Lead. We have identified the high-risk intersections and roadway segments for determining the most feasible countermeasures. Some of the next steps include identification of countermeasures, priority safety projects, and emphasis areas.
Ms. Gandhi is a Transportation Planner at TJKM with five years of professional experience in the development of various systemic safety studies, transit studies, bike and pedestrian plans, complete street programs, neighborhood traffic calming programs and parking studies. She is also involved in organizing and conducting public outreach events, which were key to the planning projects she was working on.

**Local Road Safety Plan, Culver City, CA:** Transportation Planner. We will be customizing effective measures under various E’s, including Engineering, Education, Encouragement, Enforcement, Emerging Technologies, and Evaluation. Also, will be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Road Safety Plan, Glendale, CA:** Transportation Planner. The LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Roadway Safety Plan, Yorba Linda, CA:** Task Lead assisting the City of Yorba Linda in preparing their LRSP to identify and address traffic safety issues on Yorba Linda streets. Tasks on this project will include a review of the transportation system, systemic collision analysis, identification of the top 10 high risk intersections and 10 roadway segments, emphasis areas with 4 E’s strategies, a countermeasure toolbox, and safety projects. TJKM will be preparing two HSIP Cycle 11 grant applications on behalf of the City.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Task Lead which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County’s Cities and Towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Task Lead for the Napa LRSP, which will analyze traffic collisions on the City’s roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Kern County, CA:** Task Lead assisting in preparing LRSPs for nine cities in Kern County as one single contract, including Cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. The scope includes two HSIP application preparations for each city.

**Local Roadway Safety Plans, Mendocino County, CA:** Task Lead assisting in preparing LRSPs for four local agencies in Mendocino County as one single contract, including Cities of Ukiah, Willis, Fort Bragg, Point Arena, and the unincorporated County area. The scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Road Safety Plan, Antioch, CA:** Task Lead. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.

**Local Road Safety Plan, Farmersville, CA:** Task Lead. We have identified the high-risk intersections and roadway segments for determining the most feasible countermeasures. Some of the next steps include identification of countermeasures, priority safety projects, and emphasis areas.
Statement of Qualifications

KEY STAFF QUALIFICATIONS

Nearly 85 percent of our clients are repeat clients. Prompt service, attention to details, strict adherence to schedule requirements, and commitment to our clients’ goals are among the reasons for this steady client base. Our objective on every assignment is to provide the most cost-effective product that meets the specific needs and criteria of each client within the planned schedule and budget. We encourage the City to contact our references to learn about our performance. We are confident that you will be pleased with what our clients have to say about us.

Due to page limit, we have only included three references for each key staff. Additional references are provided in the Relevant Projects section of this proposal.

<table>
<thead>
<tr>
<th>Name &amp; ProjectRole</th>
<th>Qualifications</th>
<th>Similar Projects</th>
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</thead>
</table>
| Cory Peterson, Project Manager | Safety Studies, Transportation Planning, Complete Streets, Bicycle & Pedestrian  
Local Roadway Safety Plans for the Cities of Albany, Pittsburg, & San Bruno; & County of Kern  

Reference: Santa Clara Valley Transportation Authority (VTA) | Eugene Maeda, Senior Transportation Planner | (408) 952-4298 | Eugene.maeda@vta.org
Reference: City of Millbrae | Andrew Yang, Senior Civil Engineer | (650) 259-2393 | ayang@ci.millbrae.ca.us
Reference: City of Antioch | Junming Li, Principal Engineer | (925) 779-7025 | jli@antiochca.gov
Reference: City of Dinuba | Ismael Hernandez, Public Works Superintendent | (559) 591-5900 | ihernandez@dinuba.ca.gov
Reference: Santa Clara Valley Transportation Authority | Eugene Maeda, Senior Transportation Planner | (408) 952-4298 | Eugene.maeda@vta.org
Reference: City of Yuba City | William Jow, Assistant Engineer | (530) 822-4635 | wjow@yubacity.net
Reference: City of Pittsburg | Nhat Phan, Senior Civil Engineer | (925) 252-4857 | nphan@ci.pittsburg.ca.us
Reference: City of Eureka | Scott Ellsmore, Traffic Project Manager | (707) 441-4181 | sellsmore@ci.eureka.ca.gov
Reference: City of McKinney | Kim Flom, Assistant City Manager | (972) 547-7501 | contact.citymanager@mckinneytexas.org
Reference: City of San Bruno | David Wong, Principal Engineer | (650) 616-7157 | dhwong@sanbruno.ca.gov
Reference: City of South San Francisco | Eunejune Kim, PE, TE, PLS, Public Works Director/Assistant City Engineer | (650) 877-8551 | eunejune.kim@ssf.net
Reference: City of Mountain View | Tim Cheng, PE, TE, Associate Civil Engineer | (650) 903-6511 | Tim.cheng@mountainview.gov
**Commitment**

The proposed key individuals for the TJKM Team are the most qualified professionals in their respective areas of specialization. The majority of our key individuals for this project have a long tenure with the company as demonstrated in their resumes. We can confidently state that our key staff will be fully available for this project from beginning to end. In addition, we have a vast base of highly qualified technical members who will be made fully available to the project as required based on the project needs. The TJKM Team has been carefully crafted to provide the City of Pico Rivera with the full range of expertise. We form an integrated team that can enhance the City’s resources, work in close cooperation with your staff, and deliver a successful LRSP project. Our proposed team members will be made available to the City as needed for the duration of the project, and will not be substituted without approval from the City.
TJKM Overview

TJKM, founded in 1974, is a traffic operations, transportation planning, and traffic engineering firm that provides professional services throughout California, Texas, and Florida with offices in Pleasanton, San Jose, Fresno, Sacramento, and Santa Rosa, CA; St. Petersburg and Austin, TX; and Tampa, FL. For over 47 years, more than 3,500 satisfied clients have entrusted TJKM with their critical work. We serve a full-range of clients, including municipalities, congestion management agencies, metropolitan planning organizations, transportation agencies, private developers, other consulting firms, and attorneys. TJKM has been involved in more than 8,000 transportation projects throughout California, and averages about 240 new projects each year. TJKM’s primary service categories include transportation planning, traffic safety, traffic engineering design (including PS&E), traffic operations, corridor studies, Intelligent Transportation Systems (ITS), and multimodal studies. Our motivation comes from satisfying clients’ objectives and improving communities. TJKM has a strong roster of both public and private sector clients and continually builds upon this base.

Our project managers, engineers, and planners have “hands on” experience and understand the latest requirements, technologies, trends, and standards. Our experience with local agency processes keeps projects moving faster; and expertise from thousands of engagements helps us complete projects on time and within budget to our Client’s satisfaction.

TJKM is a disadvantaged and small business enterprise, DBE #40772 and SBE #38780.

EXPERIENCE OF FIRM

Local Roadway Safety Plans and Systemic Safety Analysis Reports Experience

TJKM has extensive experience in developing safety programs and viable safety projects for small, medium, and large cities and counties across California. TJKM’s team has successfully delivered Systemic Safety Analysis Reports (SSARs) for the Cities of Crescent City, Pittsburg, Yuba City, Concord, Dinuba, and Counties of Del Norte, San Luis Obispo, and Yuba. We have also completed Local Roadway Safety Plans (LRSPs) for the Cities of Folsom, Dinuba, and Farmersville.

Our team is currently conducting LRSPs for the Cities of Culver City, Glendale, Yorba Linda, Antioch, Patterson, San Bruno, Pinole, Isleton, Chowchilla, Williams, Cupertino, Napa, Pittsburg, and the Counties of Solano, Merced, and Tulare. TJKM is also conducting multi-jurisdictional LRSPs in the Counties of Kern, Mendocino, and Santa Clara. Recently, the City of Albany, Town of Danville and the County of Yuba also awarded their LRSPs to TJKM. The map below shows our relevant safety project experience across California.

[Map showing relevant safety project experience across California]
Engineering Design
TJKM has designed numerous pedestrian, bicycle, and vehicular safety improvements that were recommendations from SSAR or LRSP reports. We have designed the projects using the latest Caltrans standard plans and specifications as well as local guidelines. The projects have involved pedestrian crossing improvements, traffic signal modifications, signing and striping improvements, minor civil improvements, landscape and irrigation improvements, and environmental clearance documentation.

In recent years, safety analysis on a systemic basis has become a routine element of our work. In addition, TJKM has successfully delivered numerous safety improvements, many of which include Federal and State Active Transportation Program (ATP), and/or Highway Safety Improvement Program (HSIP) projects. The map below is showing our relevant HSIP projects with locations.

Familiarity with City, County, State, and Federal Procedures and Processes
TJKM has completed numerous projects that have followed State and Federal procedures and processes. Some of these projects included state and federal ATP funds, Congestion Mitigation and Air Quality (CMAQ), HSIP, and Section 130 funding. All of these projects required coordination with Caltrans Local Assistance Program for E-76 permit approval. The level of TJKM’s involvement has varied depending on the client. On some of these projects, TJKM has assisted the local agency with the completion of the Request for Authorization (RFA) to Proceed package to Caltrans Local Assistance for Preliminary Engineering, National Environmental Policy Act (NEPA) clearance, and E-76 permit authorization for construction funds. We are familiar with the processes used to satisfy a variety of funding sources, and will draw upon our background and extensive experience to satisfy all City, County, State and Federal procedures and processes.
Caltrans Experience
Having worked with Caltrans Districts 1, 4, 5, 6, 10, and the headquarters on various traffic design including traffic safety, Plans, Specifications and Estimates (PS&E) projects, traffic operations, and travel demand modeling projects we have developed strong working relationship with Caltrans staff and have unmatched understanding of Caltrans delivery process and design standards. Due to our working relationship, we have opportunity to talk to Caltrans staff proactively about the challenges on the project, which increases our chances of attaining funds. We are also aware of the funding constraints and can assist the County to manage the funds and deliver a successful project.

Grant Writing
Since 2017, we have successfully delivered safety programs/plans for numerous cities and counties. In addition, in 2018, we also assisted local agencies with preparing and submitting HSIP applications with a total grant award of $6.3 million (M) dollars out of $8M total amount applied (78% success rate). This includes Cities of Dinuba ($1.6M), Pittsburg ($1.1M), Concord ($2.4M), and Eureka ($1.2M).
During 2020, we had a growing demand from local agencies requesting us for preparing numerous grant applications. We supported local agencies by preparing the grant applications that included nearly 30 HSIP applications for Contra Costa County, Solano Transportation Authority, City of Folsom, City of Pittsburg, City of Yuba City, City of Culver City, and Active Transportation Program Grant for Cities of Millbrae, Dinuba, East Palo Alto, and more. Through these applications, we were able to help secure over $25M in HSIP funds for our clients, including:

- City of Culver City ($5.0M)
- City of Pittsburg ($3.3M)
- Contra Costa County ($1.1M)
- Solano Transportation Authority ($4.7M)
- City of Folsom ($2.2M)
- City of Yuba City ($2.6M)
- City of East Palo Alto ($1.2M)
- City of Stockton ($721K)
Relevant Experience
RELEVANT EXPERIENCE

Below are recent and relevant projects for which similar services were provided by the TJKM Team.

LOCAL ROADWAY SAFETY PLAN, GLENDALE | 2020-ONGOING | $72K
Reference: Pastor Casanova | City of Glendale | 633 East Broadway, Room 205, Glendale, CA 91206 | (818) 548-3945 | pcasanova@Glendaleca.gov

The Glendale LRSP will be a living document that includes systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E’s strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, TJKM will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

LOCAL ROADWAY SAFETY PLAN, CULVER CITY | 2020-ONGOING | $66K
Reference: Heba El-Guindy | City of Culver City | 9770 Culver Boulevard, Culver City, CA 90230 | (650) 508-6476 | El-GuindyH@samtrans.com (formerly with City of Culver City)

TJKM is assisting the City of Culver City with a LRSP for enhancing safety on city roadways for all travel modes. Wide signalized intersections without protected left-turn phases were identified as one of the emphasis areas for E’s improvements. A Draft Report is currently under review by City staff. TJKM also prepared and submitted three successful HSIP Cycle 10 applications on behalf of the city.

LOCAL ROADWAY SAFETY PLAN, YORBA LINDA | 2021-ONGOING | $63K
Reference: Tony Wang | City of Yorba Linda | 4845 Casa Loma Avenue, Yorba Linda, CA 92886 | (714) 961-7170 | twang@yorbalindaca.gov

TJKM is assisting the City of Yorba Linda in preparing their LRSP to identify and address traffic safety issues on Yorba Linda streets. Tasks on this project will include a review of the transportation system, systemic collision analysis, identification of the top 10 high risk intersections and 10 roadway segments, emphasis areas with 4 E’s strategies, a countermeasure toolbox, and safety projects. TJKM will be preparing two HSIP Cycle 11 grant applications on behalf of the City.

LOCAL ROADWAY SAFETY PLANS, KERN COUNTY | 2021-ONGOING | $562K
Reference: Joseph Stramaglia | Kern Council of Governments | 1401 19th Street, Bakersfield, CA 93301 | (661) 635-2914 | jstramaglia@kerncog.org

TJKM is preparing an LRSP for nine cities in Kern County as one single contract, including Cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Each LRSP under the contract includes a system review, collision analysis, identification of high-risk locations, emphasis areas with 4 E’s strategies, community/stakeholder outreach, countermeasure selection, and safety projects. The scope includes the preparation of two HSIP application for each city.
LOCAL ROADWAY SAFETY PLAN, DINUBA | 2021 | $44K
Reference: Ismael Hernandez | City of Dinuba | 1088 E. Kamm Avenue, Dinuba, CA 93618 | (559) 591-5924 | ihernandez@dinuba.ca.gov

TJKM assisted the City in preparing their LRSP, building upon our previous work with the City on their SSAR. The overarching goals of the LRSP were to identify and analyze traffic safety issues and recommend improvements, foster coordination among stakeholders, and to set the City up for future funding opportunities. Tasks on this project included document review, stakeholder outreach, collision analysis, development of emphasis areas, countermeasure selection, and the development of safety projects. TJKM also prepare HSIP Cycle 11 grant applications for the City, including narratives, exhibits, and cost estimates.

LOCAL ROADWAY SAFETY PLAN, FARMERSVILLE | 2020-2021 | $72K
Reference: Jennifer Gomez | City of Farmersville | 9009 West Visalia Road, Farmersville, CA 93223 | (559) 747-0458 | jgomez@cityoffarmersville-ca.gov

TJKM assisted the City of Farmersville in developing its first LRSP. Our team analyzed five years of collision data on Farmersville streets to determine collision hot spots and identify feasible solutions through the lens of the 4 E's of traffic safety (Education, Engineering, Enforcement, and EMS). Other tasks included convening a group of stakeholders twice, development of emphasis areas, countermeasures, and safety projects. The project also included the preparation of HSIP Cycle 11 grants on behalf of the City. The LRSP was adopted by the Farmersville City Council in August 2021.

VALLEY TRANSPORTATION AUTHORITY COUNTYWIDE LOCAL ROADS SAFETY PLAN, SANTA CLARA COUNTY | 2021-ONGOING | $117K
Reference: Eugene Maeda | Santa Clara Valley Transportation Authority | 3331 N. First Street, San Jose, CA 95134 | (408) 952-4298 | Eugene.maeda@vta.org

TJKM is assisting Santa Clara Valley Transportation Authority (VTA) in preparing a multi-jurisdictional LRSP for the local agencies in Santa Clara County. The purpose is to provide high-level solutions to address traffic safety on a countywide basis, and prepare Santa Clara County’s local agencies to apply for HSIP Cycle 11 funding. Tasks on the project include document review, collision analysis countywide and for each city, systemic countermeasures, and emphasis areas. TJKM will be working with the cities that are already preparing LRSPs and incorporating their findings into the countywide plan to ensure it reflects the needs of all cities within the county.

LOCAL ROADWAY SAFETY PLAN, CUPERTINO | 2021-ONGOING | $86K
Reference: Prashanth Dullu | City of Cupertino | 10300 Torre Avenue, Cupertino, CA 95014 | (408) 777-3190 | prashanthd@cupertino.org

The City of Cupertino’s LRSP is a comprehensive plan that creates a framework to systematically identify and analyze traffic safety-related issues and recommend safety projects and countermeasures. The LRSP aims to reduce fatal and severe injury collisions through a prioritized list of improvements that can enhance safety on local roadways. The LRSP is viewed as a guidance document that will be continuously reviewed and revised to reflect evolving collision trends and community needs and priorities. With the LRSP as a guide, the City would be able to apply for necessary safety funds, such as the HSIP.

LOCAL ROAD SAFETY PLAN, ANTIOCH | 2020-ONGOING | $72K
Reference: Junming Li | City of Antioch | 200 H Street, Antioch, CA 94509 | (925) 779-7025 | jli@antiochca.gov

TJKM is assisting the City of Antioch in developing a LRSP. The project is currently in progress and expected to be complete in late 2021. A key component of this project is public and stakeholder outreach to solicit input with regard to traffic safety concerns residents encounter on a daily basis.
The City of San Bruno initiated the LRSP in 2021 to identify potential traffic safety projects, educational programs, and enforcement measures to reduce fatal and severe injury collisions. The identified traffic safety projects are responsive to the City’s needs and concerns and adhere to Federal and State funding requirements. The LRSP’s objective is to develop a successful safety plan for the City’s local roadways by utilizing the City’s existing collision database. The LRSP also aims to establish a collaborative decision-making process with stakeholders, including the public, and develop countermeasures using the 5 Es of traffic safety: Education, Engineering, Enforcement, Equity, and EMS.

TJKM is assisting the City of Millbrae in preparing its first LRSP. Tasks on the project include document review, systemic safety analysis, identification of high-risk locations, countermeasure selection, emphasis areas with 4 Es strategies, stakeholder outreach, and safety projects. As part of the scope, we will prepare and submit HSIP applications for Cycle 11 on behalf of the City.

TJKM is developing the City of Pinole’s first LRSP aiming at enhancing traffic safety on local roads for all modes of transportation. The project is currently in progress of data collection and reviewing prior and ongoing projects, programs, and policies pertinent to the LRSP.

TJKM is assisting the County of Solano with preparing a LRSP, focusing on the County’s unincorporated rural roadways. Tasks will include document review, stakeholder outreach, systemic safety analysis, selection of rural road countermeasures, and safety projects with cost estimates. The LRSP will also address areas of the county where rural roads are experiencing high volumes of cut-through traffic from nearby congested freeways. The project is in the beginning stages and expected to be complete in early 2022.

TJKM is preparing an LRSP for four local agencies in Mendocino County as one single contract, including Cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Each LRSP under this contract includes system review, collision analysis, identification of high-risk locations, emphasis areas with 4 E’s strategies, countermeasure selection, and safety projects. The scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.
The City of Folsom is a community of approximately 78,000 residents and 34 square miles in the Sacramento Metropolitan Area. TJKM prepared its LRSP comprised of data and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the City. TJKM prepared three successful HSIP Cycle 10 applications as part of the scope.

TJKM assisted the County of San Luis Obispo on the SSAR that aimed at enhancing County roadway safety and identifying projects eligible for the HSIP grant. Primary tasks included collision analysis, collision rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate, and phasing. As part of the agreed scope, we conducted a curve rating analysis on County's pre-identified corridors, totaling 200 miles, for advisory sign update and larger capital improvements such as horizontal alignment.

The City of Williams is a small city located in Colusa County, approximately one hour north of Sacramento on Interstate 5. TJKM is assisting the City in preparing its first Local Road Safety Plan to analyze traffic collisions on City roadways, as well as State Route 20 and the ramps with Interstate 5. The team will be conducting a literature review, analyzing 10 years’ worth of collision data, proposing countermeasures, developing safety projects, and providing an implementation plan. The project also includes one stakeholder meeting. The project is currently in progress.

TJKM is assisting the City of Isleton in preparing their first LRSP. Isleton is a small community located in the heart of the Delta region on the Sacramento River. It experiences a high amount of recreational traffic on State Route 160, which serves as the main thoroughfare in Isleton. Tasks on this project include a review of the transportation system, systemic collision analysis, identification of high-risk locations, emphasis areas development, countermeasure selection (including 4 E’s strategies), and safety project development. It will also include stakeholder/community outreach, as well as a project website with an interactive mapping tool.

TJKM is currently assisting the City of Chowchilla in developing the City’s first LRSP. State Route 233 is a major thoroughfare through its downtown and carries local traffic. Tasks on the project include document review, systemic safety analysis, identification of high-risk locations, countermeasure selection, emphasis areas with 4 E’s strategies, stakeholder outreach, and safety projects. As part of the scope, we will prepare and submit HSIP applications for Cycle 11 on behalf of the City.
TJKM assisted the City in conducting a SSAR, which in addition to analyzing collisions citywide also emphasized 10 of the City’s arterials and collectors. Tasks included collision analysis, identification of high-risk locations, citywide and corridor specific countermeasures, citywide and corridor specific safety projects, and community/stakeholder outreach. In addition to providing a full scope SSAR, TJKM helped the City in prepare three HSIP grant applications for Cycle 10, all of which were successful. The project was completed on an accelerated timeframe to meet the City’s grant deadline.

TJKM conducted a safety analysis to develop the SSAR for the City, which was funded through the statewide Systemic Safety Analysis Report Program (SSARP). SSARP aims to assist local agencies in performing collision analyses, identifying hot spots with safety issues, and developing lists of systemic low-cost countermeasures that can be used to prepare a future HSIP. The Team finalized a list of identified risk factors and safety countermeasures for locations where severe collisions have occurred in the past. Next, TJKM developed safety projects based on the identified countermeasures and prioritized them through benefit-cost analysis. Thirty percent concept drawings were developed for the top three ranked projects and were submitted by the City for HSIP Cycle 9 grant applications.

In addition, TJKM developed a toolkit that documented the correlation between facility characteristics and potential countermeasures so that the City could use it for planning citywide systemic roadway network safety enhancement. Based on the study completed, the City of Pittsburg applied for a HSIP grant and was successful in receiving $1 million in funding.

TJKM conducted a SSAR for the City of Dinuba funded under the statewide SSAR in 2018. In the same year, the City received funding approval for HSIP Cycle 9 with the amount of $1.6M with the support of the SSAR analysis. In addition, TJKM developed a toolkit to document the correlation between facility characteristics and potential countermeasures so that the City can use it for daily city operations. In 2020, TJKM has helped the City secure funding for conducting a LRSP.

TJKM assisted the County of Yuba on the SSAR aimed at enhancing County roadway safety and identifying projects eligible for the HSIP grant. Primary tasks included collision analysis, collision rate calculation, countermeasure selection, capital project development, high-risk corridor identification, project cost estimate, and phasing. As part of the agreed scope, we conducted an inventory and retro reflectivity of the existing warning/regulatory signs and a pavement delineation analysis on the County’s rural corridors of 100 miles. These analyses played a vital role in implementing projects on proactive basis for reducing future occurrence of fatal and severity collisions.
Our proposed team is an experienced team with specific strengths in each of the areas required to deliver this project on schedule and within budget to the satisfaction of the City of Pico Rivera. Our proposed team has a proven record of accomplishment of successful similar projects and is dedicated to providing high-quality products. With our available resources and experience, TJKM is equipped to provide the level of responsiveness required by the City, all while providing professional and quality services. We have developed an individualized approach for each task, combined with an active project management and team-oriented approach will ensure the delivery of timely, high-quality services.

The personnel listed in our organization chart are available to work on the project for the entire duration of the project. Our proposed staff has the availability to accept and complete this key project on schedule and within budget.

TJKM will complete this project in accordance with the schedule shown below.

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Notes: D: Draft, R: County Review, F: Final, M: Meeting
D1 = System Review, Systemic Safety Analysis, & High Risk Locations
D2 - Emphasis Areas, Countermeasure Toolbox, & Safety Projects
D3 - Draft LRSP
FEE PROPOSAL

TJKM truly understands the importance of good project management. We use state-of-the-art technology and software to maintain superior quality control, to control costs, and to maximize the efficiency of resource utilization. Our proposed Project Manager, Mr. Peterson, will utilize a number of project management tools to ensure the budget and schedule compliance, including:

- Internal, Kick-Off Meeting with the project team to review goals of the project, to identify deadlines for deliverables, and to assign tasks for each staff member.
- Weekly meetings to maintain communication with the project team, and to review anticipated hours necessary for completing project work.
- Weekly status reviews of billing system reports to track labor and cost expenditures, ensuring budget compliance.
- Regular monthly reports provided to the City’s PM discussing progress and any outstanding issues or concerns, allowing for an open line of communication.
- Documentation of work performed to date in a status report accompanying each invoice, at City’s request.

Timeliness and quality are essential to maintaining good business relationships and a solid reputation. TJKM is committed to preparing high quality deliverables for our Clients, while maintaining schedule and budget compliance, and to meeting deadlines that will be associated with this contract.

As per the RFP, we have provided our Fee Proposal in a separate, sealed envelope.
CERTIFICATIONS

TJKM has included the requested forms on the following pages.

- Non-Collusion Affidavit
- Consultant’s Acknowledgment of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services
- Certification of Proposal
- Exhibit 10-H Cost Proposal (Sealed Envelope)
- Exhibit 10-K, Consultant Annual Certification of Indirect Costs and Financial Management System
- Exhibit 10-Q, Disclosure of Lobbying Activities
NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.

2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.

3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.

4. All statements contained in the Proposal and related documents are true.

5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.

7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

[Signature]
Signature of Authorized Representative

Nayan Amin
Name of Authorized Representative

President
Title of Authorized Representative
CONSULTANT’S ACKNOWLEDGMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS
FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Qualifications and accepts all conditions and requirements as contained therein.

Consultant:  TJKM Transportation Consultants
             Name (Please Print or Type)

By: [Signature]  Consultant’s Signature

Date: 2-17-2022

This executed form must be submitted with RFP.
CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: TJKM Transportation Consultants

By: [Signature]

(Authorized Signature)

Type Name: Nayan Amin

Title: President

Date: 2-17-2022
accounts;
- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements

Cost Reimbursements on Contracts:
I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:
- Total participation amount $2,710,325__________ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ________.
- Years of consultant’s experience with 48 CFR Part 31 is ________.
- Audit history of the consultant’s current and prior years (if applicable)
  - Cognizant ICR Audit
  - Local Gov’t ICR Audit
  - Caltrans ICR Audit
  - CPA ICR Audit
  - Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Nayan Amin
Signature: ____________________________
Email**: namin@tkcm.com

Title**: President
Date of Certification (mm/dd/yyyy): 2-17-2022
Phone Number**: 925.463.0611

** An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.
Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Page 2 of 2
March 2018
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
   - [ ] contract
   - [ ] grant
   - [ ] cooperative agreement
   - [ ] loan
   - [ ] loan guarantee
   - [ ] loan insurance

2. Status of Federal Action:
   - [ ] a. bid/off er/application
   - [ ] b. initial award
   - [ ] c. post-award

For Material Change Only:
   - year __ quarter _____
   - date of last report ________

3. Report Type:
   - [ ] a. initial
   - [ ] b. material change

4. Name and Address of Reporting Entity
   - [ ] Prime
   - [ ] Subawardee
   - Tier ______, if known
   - Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
   - Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:
   - CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
    (If individual, last name, first name, MI)

11. Individuals Performing Services
    (including address if different from No. 10a
    (If individual, last name, first name, MI)

12. Amount of Payment (check all that apply)
    $ ________ [ ] actual [ ] planned

13. Form of Payment (check all that apply):
    - [ ] a. cash
    - [ ] b. in-kind; specify: nature ______
    - [ ] Value ______

14. Type of Payment (check all that apply)
    - [ ] a. retainer
    - [ ] b. one-time fee
    - [ ] c. commission
    - [ ] d. contingent fee
    - [ ] e. deferred
    - [ ] f. other, specify

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 14:

16. Continuation Sheet(s) attached:  Yes [ ]  No [ ]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ____________________________
Print Name: Nayam Amin
Title: President
Telephone No.: (925) 463-0611  Date: 2-17-2022

Federal Use Only: NOT APPLICABLE

Authorized for Local Reproduction
Standard Form - LII
PICO RIVERA LRSP SCOPE OF WORK

The scope TJKM proposes builds on and has expanded the scope outlined in the Request for Proposal (RFP) based on our extensive experience developing numerous LRSPs.

TASK 1. PROJECT MANAGEMENT

Subtask 1.1 Kick-Off Meeting

Within a week of notice-to-proceed, TJKM will facilitate a virtual project Kick-off meeting with the City’s Project Manager (PM) and others suggested departmental staff. The purpose of the meeting will be to:

- Discuss and define specific goals of the LRSP with respect to crash reduction
- Discuss and finalize the tasks to perform, timeline, and project milestones
- Discuss critical data needs and data analysis
- Discuss potential list of stakeholders
- Establish a Project Development Team (PDT) of City staff

TJKM will prepare meeting materials including agenda, sign-in sheets, and related handouts, PowerPoint presentations (if necessary), and summarize meeting notes and action items.

Subtask 1.2 Monthly Meetings and Schedule Updates

TJKM expects constant correspondence with the City’s PM during the development of the LRSP. We will also facilitate monthly meetings with the City’s PDT to ensure the project is on track and within budget. Meetings will be held via Zoom virtual conferencing. For each meeting, TJKM will prepare an Agenda, updated the schedule, prepare meeting minutes, and action items.

Task 1 Deliverables

✓ Meeting Agendas and Minutes for all meetings (up to nine meetings)
✓ Project schedule and updates

TASK 2. IDENTIFY & ENGAGE STAKEHOLDERS

Subtask 2.1 Stakeholder Meetings

This task includes identifying and meeting with stakeholders whom should be involved in the development of the LRSP. At the Kick-Off Meeting, TJKM will work with the City’s PM to obtain a roster of potential stakeholders and begin the recruitment process of the stakeholder group. This could include community residents, businesses, schools, transportation providers, law enforcement, and first responders.

The intent of the meetings and ongoing interactions is to solicit input with regard to transportation safety concerns associated with the 5 E’s. It also ensures the vision of the LRSP aligns across departments and community members. TJKM proposes to meet with the group twice:

- Virtual Meeting #1: Meet with stakeholders to establish LRSP vision and goals, express traffic safety concerns; report results of collision analysis, and high-risk locations.
- Virtual Meeting #2: Provide feedback and input on emphasis areas and the potential countermeasures and prioritize safety projects for implementation. Review and comment on the draft LRSP.

A TJKM staff member (Ana Dominguez) will be present at both meetings to provide Spanish translation as needed.

Subtask 2.2 Community Outreach

Our team understands that the key to a successful LRSP is to ensure that community input informs the subsequent recommendations of the LRSP. We propose to center the community engagement process around a project website with an interactive map input tool. The project website will consist of: 1) project overview; 2) progress update; 3) upcoming events; and 4) interactive map input. We will generate city specific URLs, e.g., Picoriverasafestreets.com.

We will work with City staff to promote the project website on the City’s official website and social media (e.g., Facebook, Instagram, Next Door, and Twitter) pages with graphics and verbiages. The website and all social media posts will be
translated into Spanish. We will maintain and frequently update the website with latest project information. Toward the end of the project, TJKM will also prepare a short survey to gauge the community's input on proposed improvements. The survey is assumed to be electronic through a service such as Survey Monkey.

Task 2 Deliverables

✓ Stakeholder meetings (up to two meetings), meeting agendas, and minutes for all meetings
✓ Project website and social media outreach materials (English and Spanish)

TASK 3. DATA COLLECTION & FIELD REVIEW

Subtask 3.1 Document Review

The purpose of this task is to ensure the LRSP vision and goals are aligned with prior planning efforts and that the potential E’s strategies are consistent with local and regional policies, guidelines, and programs. TJKM will first collect and review documents pertaining to the LRSP, such as the City’s General Plan, any bicycle/pedestrian plans, neighborhood plans SCAG’s Regional Transportation Plan, etc. We will summarize contents and key transportation projects and efforts to address traffic safety of the aforementioned documents in a Technical Memorandum. Based on our firm’s experience, we will ensure the LRSP is developed in consistence with the following documents:

- Caltrans LRSM (4-2020)
- National Association of County Engineers (NACE) - A Template for Local Roadway Safety Plan
- FHWA - Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA - Systemic Safety Project Selection Tool (2013)
- FHWA - Local and Rural Road Safety Program
- California’s Strategic Highway Safety Plan (SHSP)
- Highway Safety Manual
- NACTO, American Association of State Highway and Transportation Officials, California Manual on Uniform Traffic Control Devices (MUTCD)
- California Vehicle Code (CVC)
- California Highway Design Manual (HDM)
- Caltrans Local Assistance Manual and Program Guidelines

Subtask 3.2 Data Collection

Collision Data. TJKM will obtain the latest five years of collision data from the Transportation Injury Mapping System (TIMS) and the Statewide Integrated Traffic Records System (SWITRS) for crosschecking. We will reference additional supplemental information from the City or LA County Sheriff’s Department, such as additional collision data or a complaint database, if available.

Volume Data. We will work closely with City staff to obtain Average Daily Traffic (ADT) volumes, roadway data, and intersection turning movement counts available from City’s recent studies, e.g., Engineering and Traffic Survey, traffic impact studies, etc.

- Multimodal activity, demand, and behavior
- Right of way information, including number of lanes, lane width, median type and width, shoulder type and width (if any)
- Pavement markings and signage
- Horizontal and vertical curvature, super-elevation, delineation or advance warning devices
- Presence of lighting
- Sight Distance
- Intersection traffic control device, including number of signal heads vs. number of lanes, presence of back plates, etc.
- Intersection skew angle
- Intersection located in or near horizontal curve
- Presence of left-turn or right-turn lanes
- Left-turn phasing
- Allowance of right-turn-on-red
- Overhead versus pedestal mounted signal heads
- Pedestrian crosswalk presence, crossing distance, signal head type
- Posted speed limit or operating speed
- Presence of nearby railroad crossing
- Location and presence of bus stops

Field Observation. TJKM will conduct field reconnaissance at high-risk locations for verifying roadway configurations and infrastructure deficiencies and opportunities for improvements. We will identify major risk factors attributed to historical collisions. The following are roadway features that we will record:
Task 3 Deliverables
- Draft and Final Memorandum summarizing Task 3
- GIS shapefiles and Excel sheets of the collision database and high-risk network database

TASK 4. SAFETY ANALYSIS
Subtask 4.1 Systemic Safety Analysis and Trend Analysis
TJKM will conduct a citywide collision analysis with an emphasis on Fatal and Severe Injury (F+SI) collisions. This will be a data-driven process including the following steps:

- **Collision Trend**: Analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type and violation category. We will identify trends that are increasing and which ones are receding and evaluate measures the City has taken thus far to address collision trends, including comparing collision trends with the City’s 2020 Systemic Safety Analysis Report.

- **Collision Profile**: Combining collision factors to identify prominent collision types.

- **Bicycle/Pedestrian Collisions**: We will separately examine bicycle and pedestrian involved collisions to understand the factors leading to these collisions.

We will produce GIS-based mappings, charts, and other visualizations to help inform decision-making. We will summarize the collision analysis and maps in a Technical Memorandum.

Subtask 4.2 Identify High-Risk Network
This is a critical step to identify collision-prone locations throughout the City so that future incidents can be prevented. Primarily, TJKM will identify a high-risk network, which will include a list of the top 10 high-risk intersections and top 10 roadway segments in Pico Rivera.

- **Location Ranking/EPDO**: TJKM proposes to use the Equivalent Property Damage Only (EPDO) methodology from the Highway Safety Manual (HSM), to identify and rank the locations from most needing safety improvement to the least.

- **GIS Coding and Processing**: TJKM will identify collisions within 250 feet of an intersection for calculating EPDO rate as described in the Project Approach. For roadway segments, we will employ the Sliding Window Algorithm as per the HSM to partition the city’s roadway system into equal segments (0.3 mile). A 0.3-mile “window” then slides by an increment of 0.1 mile to identify the segments of roadways for safety improvements.

Task 4 Deliverables
- Collision Analysis Memorandum with High Risk Network

TASK 5. COUNTERMEASURES & SOLUTIONS
Subtask 5.1 Emphasis Areas
Based on the collision history analyzed, high-risk network identified, and stakeholder input, TJKM will identify up to 10 emphasis areas. The emphasis areas could include infrastructure deficiencies, collision types, and human factors. Each emphasis area will include a description, objective, target outcome, the potential 5 E’s strategies and performance indicators. The emphasis areas will be developed in consultation with the stakeholder group.

Subtask 5.2 Countermeasure Toolbox
As we determine emphasis areas for enhancing safety for all roadway users in the City, TJKM will build a toolbox of E’s strategies for each of the aforementioned emphasis areas. This toolbox will inform City engineers, other staff, elected officials, and the general public about measures to address traffic safety issues in the City.

TJKM will leverage our expertise in traffic calming, complete streets, active transportation, and traffic operations. We will also consider the safety improvements identified as part of other studies within the City at high-risk locations, and will review the effectiveness of any improvements that have previously been implemented by comparing collision trends.

TJKM will select feasible and HSIP eligible countermeasures based on numerous data attributes, e.g., roadway characteristics, number of lanes, pavement conditions, traffic control types, collision information: collision types/collision
locations, and primary collision factors. We will use the FHWA Crash Modification Factor Clearinghouse and other published research papers to evaluate the Crash Reduction Factor and effectiveness of each countermeasure.

Subtask 5.3 Safety Projects, Cost Estimate, and BCR Analysis
Based on previously completed tasks, TJKM will identify viable safety projects (engineering) in accordance with Caltrans LRSM. This will include combinations of HSIP-eligible countermeasures identified in previous tasks. We will first develop detailed cost estimates for the identified projects. At the time, we will submit the first draft of projects for City review. Upon receiving comments, TJKM will finalize the list of projects and conduct a BCR analysis on all the identified projects for ranking. We will utilize LRSM approved BCR formula, crash costs in 2021 dollars, as well as the HSIP BCR Analyzer for verification purposes. Our design team and planners have extensive experience in preparing safety programs and design plan cost estimates. The team will develop a robust cost estimate sheet per project in construction, design, environmental, mobility, administrative, and with reasonable contingency.

Subtask 5.4 Implementation Plan
The implementation program will phase safety strategies and engineering projects in a five to 10-year span. It will also categorize projects into maintenance versus capital improvements with associated timing and responsible departments, which will inform budgeting of the City’s Capital Improvement Program. It will include a template by which the City can continuously update the LRSP as needs arise and the resources necessary to do so are available. It will recommend the necessary resources to continue to move the City towards a sustained and successful effort in addressing traffic safety. Ultimately, TJKM wishes to leave the City with an implementable plan that assists in meeting traffic safety and Vision Zero goals.

TJKM can assist in writing a Vision Zero policy and its associated goals/performance metrics, if desired by the City. The LRSP overlaps with Vision Zero policy and metrics, and as such could benefit from consolidated efforts. The goals will be structured in a way that provides action items for City staff and help to work towards a goal of zero traffic fatalities in the City of Pico Rivera.

Potential funding sources for each project depend on types of improvements and travel modes. TJKM will develop a matrix of pursuable Federal and State grant fact sheets that instructs City staff with materials and timeline for each funding opportunity.

Subtask 5.5 Transportation Subcommittee
TJKM will attend one virtual meeting of the City’s Transportation Subcommittee during the development of Task 5. The purpose will be to solicit feedback from the committee members on proposed emphasis areas and countermeasures, as well as discuss Vision Zero.

Task 5 Deliverables
✓ Emphasis Areas Memorandum
✓ Countermeasure Toolbox
✓ Safety Projects Memorandum with cost estimates and benefit/cost ratios
✓ Implementation Program
✓ Vision Zero Policy (if desired)
✓ Attendance at one virtual Transportation subcommittee meeting

TASK 6. LOCAL ROADWAY SAFETY PLAN

Subtask 6.1 LRSP Report
Based on the work completed under previous tasks, TJKM will prepare the City of Pico Rivera LRSP report, first in draft format for review by City’s PM and stakeholders and, after receiving comments, a final report. The LRSP report will contain at a minimum the following sections (subject to adjustments):

- Executive Summary
- Introduction, Vision, Goals, and Objectives
- Safety Partners and Community Outreach
- Collision Data, Systemic Safety Analysis, and Results
- Countermeasure Toolbox
- Safety Projects, Cost Estimate, and BCR
- Prioritization and Implementation Action Plan
• Emphasis Areas, Existing Efforts, 5 E Strategies, and Performance Measures

We will prepare a PDF version of the report for City staff comment. Once comments are received, we will address them and produce a digital PDF and Word version of the Final Report.

Subtask 6.2 City Council Adoption
As requested, TJKM will be present in-person at a meeting of the Pico Rivera City Council to present the final LRSP for adoption. We will work with City staff to prepare any presentation materials, if necessary.

Subtask 6.3 HSIP Cycle 12 Applications
TJKM will prepare for the City up to two viable HSIP Cycle 12 grant applications. This could include narrative, collision list, collision diagrams, existing/proposed plan (cross-sections, plan views, and 3D renderings or photo simulations), BCR Analyzer, etc.

Task 6 Deliverables
✓ Draft and Final LRSP
✓ Attendance at one in-person City Council meeting
✓ Up to two HSIP Cycle 12 grant applications
City of Pico Rivera

Cost Proposal for Local Roadway Safety Plan
Prepared by TJKM Transportation Consultants

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# EXHIBIT 10-H1 COST PROPOSAL

## COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

**Consultant:** TJKM Transportation Consultants  
**Project No.:** LRSPL-5351(039)  
**Contract No.:**  
**Date:** 4/7/2022

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### LABOR COSTS

- a) Subtotal Direct Labor Costs: $42,607.10
- b) Anticipated Salary Increases (see page 2 for sample): $0.00
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)]: $42,607.10

### INDIRECT COSTS

- d) Fringe Benefits (Rate: 32.71%): $139,367.82
- e) Total Fringe Benefits: $139,367.82
- f) Overhead (Rate: 108.49%): $46,224.43
- g) Overhead [(c)x(f)]: $46,224.43
- h) General and Administrative (Rate: 0.00%): $0.00
- i) Gen & Admin [(c) x (h)]: $0.00
- j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: $60,161.23

### FIXED FEE

- k) TOTAL FIXED PROFIT [(c) x fixed fee 10%]: $10,276.83

### 1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

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<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Mileage Costs</td>
<td>0</td>
<td>Unit(s)</td>
<td>$0.560</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Equipment Rental and Supplies</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Permit Fees</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Plan Sheets</td>
<td></td>
<td></td>
<td>$18.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Test</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

1) TOTAL OTHER DIRECT COSTS: $1,750.00

### m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

- Subconsultant 1: $0.00
- Subconsultant 2: $0.00
- Subconsultant 3: $0.00
- Subconsultant 4: $0.00

m) TOTAL SUBCONSULTANTS' COSTS: $0.00

### n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]: $114,795.16

### TOTAL COST [(c) + (j) + (k) + (n)]: $114,795.16

### NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).
2. All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
3. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
4. Anticipated salary increases calculation (page 2) must accompany.
1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

<table>
<thead>
<tr>
<th>Direct Labor Subtotal per Cost Proposal</th>
<th>Total Hours per Cost Proposal</th>
<th>Avg Hourly Rate</th>
<th>5 Year Contract Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42,607.10</td>
<td>956</td>
<td>$44.57</td>
<td>Year 1 Avg Hourly Rate</td>
</tr>
</tbody>
</table>

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

<table>
<thead>
<tr>
<th>Avg Hourly Rate</th>
<th>Proposed Escalation</th>
<th>Year 1 Average Hourly Rate</th>
<th>Year 2 Average Hourly Rate</th>
<th>Year 3 Average Hourly Rate</th>
<th>Year 4 Average Hourly Rate</th>
<th>Year 5 Average Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$44.57</td>
<td>+ 0%</td>
<td>$44.57</td>
<td>$44.57</td>
<td>$44.57</td>
<td>$44.57</td>
<td>$44.57</td>
</tr>
</tbody>
</table>

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

<table>
<thead>
<tr>
<th>Estimated % Completed Each Year</th>
<th>Total Hours per Cost Proposal</th>
<th>Total Hours per Year</th>
<th>Estimated % Completed Each Year</th>
<th>Total Hours per Cost Proposal</th>
<th>Total Hours per Year</th>
<th>Estimated % Completed Each Year</th>
<th>Total Hours per Cost Proposal</th>
<th>Total Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 100.00%</td>
<td>* 956.0</td>
<td>956.0</td>
<td>Year 2 0.00%</td>
<td>* 956.0</td>
<td>0.0</td>
<td>Year 3 0.00%</td>
<td>* 956.0</td>
<td>0.0</td>
</tr>
<tr>
<td>Year 4 0.00%</td>
<td>* 956.0</td>
<td>956.0</td>
<td>Year 5 0.00%</td>
<td>* 956.0</td>
<td>0.0</td>
<td>Total 100%</td>
<td>* 956.0</td>
<td>956.0</td>
</tr>
</tbody>
</table>

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

<table>
<thead>
<tr>
<th>Avg Hourly Rate (calculated above)</th>
<th>Estimated hours (calculated above)</th>
<th>Cost per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1  $44.57</td>
<td>956</td>
<td>$42,607.10</td>
</tr>
<tr>
<td>Year 2  $44.57</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Year 3  $44.57</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Year 4  $44.57</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Direct Labor Cost with Escalation</td>
<td>$42,607.10</td>
<td></td>
</tr>
<tr>
<td>Direct Labor Subtotal before Escalation</td>
<td>$42,607.10</td>
<td></td>
</tr>
<tr>
<td>Estimated total of Direct Labor Salary Increase</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be approved.
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Nayan Amin  
Title: President

Signature:  
Date of Certification (mm/dd/yyyy): 4/7/2022

Email: namin@tjkm.com  
Phone Number: 925.463.0611

Address: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Traffic Engineering & Transportation Planning
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022
Subject: ANNUAL SIDEWALK IMPROVEMENTS PROJECT (CIP NO. 50038) – NOTICE OF COMPLETION

Recommendation:

1. Accept the work as completed for the Annual Sidewalk Improvements Project, CIP No. 50038 constructed by Vido Samarzich, Inc. and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and

2. Authorize the City Manager to release the retention payment totaling $18,722.87 to Vido Samarzich, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

Fiscal Impact:

Funding for this project in the amount of $432,000 (Measure R Funds - Account No. 207.70.7300.54500-50038) was appropriated as part of the fiscal year (FY) 2021-22 Adopted Budget. The project was completed for a total cost of $413,000. The unused balance in Measure R Funds will be unencumbered and made available to the Measure R Fund balance (Fund 207) for future projects.

Discussion:

The Capital Improvement Program (CIP) includes a budget for hardscape improvements on an annual basis which consist of repairs and replacement of damaged sidewalks, ramps, curb and gutter, tree removals and other miscellaneous related improvements. In addition, in order to address noise and vibration concerns from residents and to provide a safer environment for both pedestrians and motorists within the City’s roadway network, utility trench repairs were completed at 4101 and 6131 Rosemead Boulevard, and along Paramount Boulevard northbound lanes (approximately 240 feet north of Mines Avenue).

On August 10, 2021, the City Council authorized the City Clerk to advertise the Notice Inviting Bids for construction. On August 31, 2021 four (4) bids were received and opened by the City Clerk in a public forum. The bids ranged from $284,006 to $438,237. On September 14, 2021, City Council rejected the lowest non-responsive bid
and subsequently awarded a construction contract to the second lowest bidder, Vido Samarzich, Inc., in the amount of $320,255. A 10% contingency was authorized at the time of project award, which has been utilized to address additional sidewalk, curb and gutter locations in need of repairs. Additional appropriation in the amount of $32,000 was authorized on January 25, 2022 to extend the trench repair limits at two (2) locations. The project was successfully completed on January 31, 2022 in accordance with the specifications and within budget. The final construction contract amount with Vido Samarzich, Inc. is $374,457 which includes a change order due to the adjustment of the final bid quantities and additional repair work (Enclosure 1). The table below summarizes the total project cost and funding:

<table>
<thead>
<tr>
<th>Funding Category</th>
<th>Estimated Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure R- Fund 207 (FY 2021-22)</td>
<td>$432,000</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT BUDGET:</strong></td>
<td><strong>$432,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Administration</td>
<td>$7,318</td>
</tr>
<tr>
<td>Design</td>
<td>$14,610</td>
</tr>
<tr>
<td>Construction</td>
<td>$320,255</td>
</tr>
<tr>
<td>Construction Change Order</td>
<td>$54,202</td>
</tr>
<tr>
<td>Construction Management &amp; Inspection</td>
<td>$16,615</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST:</strong></td>
<td><strong>$413,000</strong></td>
</tr>
</tbody>
</table>

**Conclusion:**

The total cost of the project is $413,000 which includes design, construction, and construction management and inspection services that were provided by the Engineering Division staff. Therefore, staff recommends accepting the project as complete and filing a Notice of Completion with the Los Angeles County Registrar-Recorder’s Office. If no claims are filed within 35 days after recordation, the City will release the 5% retention totaling $18,722.87.

Steve Carmona

SC:TR:NC:Il

Enclosure: 1) Construction Change Order
CITY OF PICO RIVERA
PUBLIC WORKS DEPARTMENT
Capital Projects Division

CONTRACT CHANGE ORDER NO. 1 (FINAL)

PROJECT NAME: Annual Sidewalk Improvements Project

TO: Vido Samarzich, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

<table>
<thead>
<tr>
<th>Description (Detailed Explanation Attached)</th>
<th>Change in Contract Price</th>
<th>Change in Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Adjustment in Final Bid Quantities including additional item:</td>
<td>$54,202.45</td>
<td>35</td>
</tr>
<tr>
<td>1. Additional AC paving at 9312 Reichling Ln</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Additional trenching at 4101 Rosemead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Temporary cold mix at Paramount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Grind and cap at Paramount Blvd &amp; Rosemead Blvd</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Net Change in Contract Price and Work Days $54,202.45 35

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT .................................. $320,255.00
CCO1 ........................................................................ $54,202.45
TOTAL ....................................................................... $374,457.45

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK: ............................................ 10/12/2021
CONTRACT WORKING DAYS: ................................... 40
TIME EXTENSION: CCO 1 (FINAL) ............................ 35
NEW TOTAL WORKING DAYS: .................................. 75
LAST DAY OF WORK: ................................................ 01/31/2022
CHANGE ORDER DETAIL

Change Order No.: 1
Project Name: Annual Sidewalk Improvements Project

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Adjustment in final bid quantities including additional bid Items:

A. **Reason for Change:** Due to the conditions encountered in the field during construction, modifications to the amount of work were made accordingly. These adjustments are reflected in the applicable contract quantities below including the addition of a bid items.

B. **Description of Change:**

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>BID OR CURRENT APPROVED QUANTITY</th>
<th>FINAL QUANTITY</th>
<th>CHANGE</th>
<th>CHANGE IN COST'</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>$30,000</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>LS</td>
<td>$25,000</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Furnish and install project sign</td>
<td>EA</td>
<td>$1,500</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>NPDES Compliance and Best Management Practices</td>
<td>LS</td>
<td>$5,000</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>NOT USED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalk Repairs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Remove tree as instructed by Arborist, including entire stump and roots for future 36&quot; box installation</td>
<td>EA</td>
<td>$1,000</td>
<td>9</td>
<td>9</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Install root barrier per Caltrans Specifications 20-7.02D(8), including additional needed root pruning</td>
<td>LF</td>
<td>$30</td>
<td>445</td>
<td>397 (48)</td>
<td></td>
<td>($1,440)</td>
</tr>
<tr>
<td>8</td>
<td>36&quot; Box Tree, install and maintain/warranty 90-days min.</td>
<td>EA</td>
<td>$3,000</td>
<td>9</td>
<td>8</td>
<td>(1)</td>
<td>($3,000)</td>
</tr>
<tr>
<td>9</td>
<td>Remove and Construct Type 8 Integral Curb and Gutter per COPR Std Plan PRSI- 120A-0, W=24&quot;, H Varies</td>
<td>LF</td>
<td>$80</td>
<td>394</td>
<td>536</td>
<td>142</td>
<td>$11,360</td>
</tr>
<tr>
<td>BID ITEM NO.</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>BID OR CURRENT APPROVED QUANTITY</td>
<td>FINAL QUANTITY</td>
<td>CHANGE</td>
<td>CHANGE IN COST1</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------</td>
<td>------------</td>
<td>---------------------------------</td>
<td>----------------</td>
<td>--------</td>
<td>-----------------</td>
</tr>
<tr>
<td>10</td>
<td>Remove existing sidewalk and construct 4-inch PCC sidewalk complete</td>
<td>SF</td>
<td>$11</td>
<td>2,895</td>
<td>3,300</td>
<td>405</td>
<td>$4,455</td>
</tr>
<tr>
<td>11</td>
<td>Construct ADA PCC curb ramp per SPPWC std. plan No. 111-5 complete with truncated dome</td>
<td>EA</td>
<td>$5,500</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>12</td>
<td>Adjust utility ground box and cover to grade</td>
<td>EA</td>
<td>$400</td>
<td>10</td>
<td>9</td>
<td>(1)</td>
<td>($400)</td>
</tr>
<tr>
<td>13</td>
<td>Remove and Construct Cross Gutter per SPPWC Std Plan 122-2</td>
<td>SF</td>
<td>$16</td>
<td>750</td>
<td>750</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Install root barrier per Caltrans Specifications 20-7.02D(8), including additional needed root pruning</td>
<td>LF</td>
<td>$50</td>
<td>10</td>
<td>10</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Remove and Construct Type 8 Integral Curb and Gutter per COPR Std Plan PRSI- 120A-0, W=24&quot;, H Varies</td>
<td>LF</td>
<td>$75</td>
<td>70</td>
<td>70</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>Remove and Construct 6-Inch Thick AC Pavement</td>
<td>TN</td>
<td>$250</td>
<td>35</td>
<td>40</td>
<td>5</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>17</td>
<td>Adjust Water Valve and Box to Grade</td>
<td>EA</td>
<td>$400</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>Remove existing sidewalk and construct 4-inch PCC sidewalk complete</td>
<td>SF</td>
<td>$12</td>
<td>20</td>
<td>20</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>19</td>
<td>Remove and Construct ADA PCC curb ramp per SPPWC std. plan No. 111-5 complete with truncated dome, per contract plan</td>
<td>EA</td>
<td>$4,500</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>20</td>
<td>Install root barrier per Caltrans Specifications 20-7.02D(8), including additional needed root pruning</td>
<td>LF</td>
<td>$50</td>
<td>20</td>
<td>20</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>21</td>
<td>Remove and Construct Type 8 Integral Curb and Gutter per COPR Std Plan PRSI- 120A-0, W=24&quot;, H Varies</td>
<td>LF</td>
<td>$80</td>
<td>150</td>
<td>150</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>22</td>
<td>Remove and Construct 6-Inch Thick AC Pavement</td>
<td>TN</td>
<td>$250</td>
<td>14</td>
<td>14</td>
<td>0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
## Trench Repairs

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Paramount Boulevard northbound lanes, approx. 240 ft. north of Mines Avenue: Sawcut, Excavate, Backfill and Pave Trench on the per Std Plan (ST-10) PRSI-102-1</td>
</tr>
<tr>
<td>24</td>
<td>Rosemead Boulevard (near 4101) arterial northbound and southbound lanes: Sawcut, Excavate, Backfill and Pave Trench on the per Std Plan (ST-10) PRSI-102-1</td>
</tr>
<tr>
<td>25</td>
<td>Rosemead Boulevard (near 6131) northbound and southbound lanes: Sawcut, Excavate, Backfill and Pave Trench on the per Std Plan (ST-10) PRSI-102-1</td>
</tr>
</tbody>
</table>

## Change Orders

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional AC paving at 9312 Reichling</td>
</tr>
<tr>
<td>2</td>
<td>Additional trenching at 4101 Rosemead Blvd</td>
</tr>
<tr>
<td>3</td>
<td>Temporary cold mix at Paramount</td>
</tr>
<tr>
<td>4</td>
<td>Grind and cap at Paramount Blvd &amp; Rosemead Blvd</td>
</tr>
</tbody>
</table>

### Change in Contract Cost

C. Change in Contract Cost: **$54,202.45**

D. Change in Completion Date: Original first working day was on **10/12/2021**, and Completion day was **12/10/2021**. Revised new completion date is **01/31/22**.
CITY OF PICO RIVERA  
Project No. 50038

The original Contract Price was $320,255.00. Contract Change Order No. 1 increases the Contract Price by $54,202.45. The new Contract Price will be $374,457.45 resulting in an increase of approximately 17% to the original Contract.

The original Contract Time of 40 Working Days has been extended by 35 working days per Change Order No. 1. The last contract Working Day is January 31, 2022.

Ordered:  
For Interim Public Works Director

Date: 3/8/2022

Concurred by:  
Assistant City Engineer

Date: 3/9/22

Concurred by:  
Project Manager

Date: 3/8/2022

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name:  
Vice President

Date: 3/2/22

Title:  
Vice President
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022
Subject: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DIMENSIONS, INC. FOR SUPPORT SERVICES FOR THE PICO RIVERA REGIONAL BIKEWAY BRIDGE PROJECT

Recommendation:

1. Authorize the City Manager to enter into a Professional Services Agreement with Project Dimensions, Inc. for professional project support services for the Pico Rivera Regional Bikeway Bridge Project for an amount not-to-exceed $100,000.

Fiscal Impact:

The total funding for the Pico Rivera Regional Bikeway Project (Project) is $6,923,615. Funding consists of $3,932,000 in Federal Active Transportation Program Cycle 2 Grant Funds (Fund 698), $1,801,615 in State Urban Rivers Grant Funds (Fund 699), $500,000 in Measure M (Fund 208), $500,000 in Measure R (Fund 207) and $190,000 in Transportation Development Act funds (TDA Fund 210). Funds for this agreement are available within the TDA Fund, Measure M and Measure R. No additional appropriations are required. There is no impact to the General Fund as a result of the Project.

Background:

In 2015, the City was awarded a Federal grant under Cycle 2 of the Active Transportation Program (ATP) for this Project in the amount of $3,932,000. The ATP goals are to increase the proportion of trips accomplished by biking and walking in the local community, increase safety and mobility, advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction, and enhance public health.

The City utilized existing ATP funds to apply for and receive a competitive Urban Rivers Grant (URG) in the amount of $1,801,615 from the State Department of Natural Resources to act as the City’s local match for the Project’s construction phase. Funding from the URG and ATP grants will incorporate green infrastructure improvements to the Project to divert, treat, and replenish water resources coming from various forms of storm water and neighborhood runoff, preventing runoff from discharging to the Rio Hondo or San Gabriel rivers, or treating it prior to discharge.
The Project entails a 1.5-mile bicycle access facility that will add a connection (bicycle/pedestrian bridge) over the San Gabriel River. The Project includes a Class IV bike path along Mines Avenue from the Rio Hondo Channel to the San Gabriel River; a new bridge structure located approximately 2,600 feet north of Mines Avenue spanning the San Gabriel River; and Class I and II bike lanes along Dunlap Crossing Road from the San Gabriel River to Norwalk Boulevard.

The alignment will connect an existing publicly accessible bike path on the west side of the San Gabriel River to the San Gabriel River Mid Trail. Additionally, the Project proposes street improvements along Mines Avenue from the Rio Hondo Channel to the San Gabriel River. The proposed improvements on Mines Avenue include but are not limited to pavement reconstruction, installation of bio-swales, reconfiguration of parking lanes, traffic signal modifications at the intersection of Rosemead Boulevard and Mines Avenue, and landscaping improvements. The Project will utilize sustainable native and drought-tolerant plants, shrubs, and trees to limit water usage.

On October 23, 2018, the City Council approved Professional Services Agreement No. 18-1844 with BKF Engineers (BKF) for environmental studies, preparation of plans, specifications, estimates, and construction support services for this project for a fee not-to-exceed $1,157,496.

On March 24, 2020, the City Council approved Amendment No. 1 to Professional Services Agreement No. 18-1844 to modify the environmental documents and revalidate the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Forms for a fee not-to-exceed $82,553. As a result of comments received during community outreach meetings held by City staff and BKF Engineers, modifications to the conceptual design of the Project were made to address concerns from nearby residents, such as parking, emergency vehicle access, and traffic calming measures. Additional modifications included the relocation of the Class IV bike path along Mines Avenue from the center of the roadway to the southern curb and providing access paths from residential homes to parking stalls.

Under the authority of the City Manager, Amendment No. 2 to Professional Services Agreement No. 18-1844 was executed on May 26, 2021 for a contract time extension. The professional services agreement was extended until June 30, 2023.

Throughout July 2021, the City of Pico Rivera hosted three (3) community outreach events to provide project information, receive comments from residents and promote active transportation in the City. Project information booths were assembled at each event. The events were held at the Pico Rivera Golf Course on July 10, 2021, at Smith Park on July 17, 2021, and a ten-mile community bike ride on July 31, 2021, beginning at Smith Park. The City partnered with the Los Angeles County Bicycle Coalition, the Sheriff’s Department, and local representatives at each event.
On August 20, 2021, Amendment No. 3 to Professional Services Agreement No. 18-1844 was executed for right-of-way engineering and utility subsurface investigation to complete design and obtain right-of-way clearance per the Caltrans Local Procedure Manual. Right-of-way engineering services for construction easements, permanent easements and use agreements are required for the pedestrian bridge over the San Gabriel River. Eight (8) parcels were identified as potential conflicts with the proposed project alignment. Staff and BKF Engineers will coordinate with affected parcel owners, which include Southern California Edison and Los Angeles County Flood Control District (LACFCD).

Discussion:

The following are critical deadlines associated with this Project in order to remain on schedule:

- Right-of-Way Clearances and Easements Secured – June 2022
- Design Completion – June 2022
- Authorization to proceed with Construction – October 2022

City Staff and BKF Engineering have been actively advancing the necessary design, environmental, right-of-way clearances and easements as required to proceed with construction of the Project. With the right-of-way clearances and easements deadline approaching, staff and BKF Engineering have determined that additional technical and advocacy expertise is required to secure the required right-of-way clearances and easements from utility providers who operate within the project location.

To address the urgent need for technical advocacy expertise, and secure the required Project location easements, City Staff have identified the Professional Project Support Services provided by Project Dimensions Inc. (PDI) as the best option to secure the necessary right-of-way clearances and easements within 60-90 days based on the current Project design.

PDI is a multidisciplinary management group that specializes in assisting public agencies and municipalities in the development and delivery of capital improvement projects and public works projects. PDI offers a complete range of project management, construction management, and post-construction management services via their experienced in-house staff. Notably, PDI offers robust experience in the entitlement, permitting, design, and approval process and specializes in the management of landscape-oriented projects such as greenbelts, streetscapes, and bikeways. PDI has collectively provided Project and Construction Management services for over 12 million square feet of vertical construction throughout Southern California and has entitled over tens of thousands of acres of land with a combined built-out value of over $10 billion. The cost to enter an agreement with Project Dimensions Inc. will be a monthly retainer of $7,800 per month.
with a success fee of $75,000 should they be able to secure the necessary right-of-way clearances and easements without further altering the Project scope.

**Conclusion:**

Staff recommends that the City Council approve a Professional Services Agreement with Project Dimensions Inc., in an amount not-to-exceed $100,000 for project support services for the Pico Rivera Regional Bikeway Bridge Project. Approval will allow the City to advance delivery of the Project within the current project scope by addressing further project delays and preserving State and Local funding sources awarded for completion of the Project.

Steve Carmona

SC:AG:JH:jgg

Enclosures: 1) Professional Services Agreement/Exhibits A, B, and C  
2) Project Dimensions, Inc. Company Bio
AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
PROJECT DIMENSIONS, INC.

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide specialized services as it relates to securing required easements for the Pico Rivera Bikeway and Bridge Project as well as strategic consulting for the Whittier Corridor Project.

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

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

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s April 19, 2022 proposal to City attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s April 19, 2022 proposal to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: April 27, 2022

3.4 “Expiration Date”: October 27, 2022

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.
5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars and 00/100 Cents ($100,000.00) unless specifically approved in advance, in writing, by City.

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

6. COMPENSATION

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

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be
qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

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

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant’s work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

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

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant’s employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant’s employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant’s employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers’ compensation insurance or any other insurance.

13. CONFIDENTIALITY

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

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall
be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant’s failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.
15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

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

16. INSURANCE

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

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards
16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant’s work under this Agreement.); and Four Million Dollars ($4,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

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

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

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

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

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

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

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

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

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

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

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

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.
18. RECORDS AND INSPECTIONS

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

19. PERMITS AND APPROVALS

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

20. NOTICES

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

If to City:
Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Email: scarmona@pico-rivera.org
With a courtesy copy to:
FinanceDepartment@pico-rivera.org

And a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

If to Consultant:
George Peterson, President
Project Dimensions, Inc.
4 Park Plaza, Suite 700
Irvine, CA 92614
Phone: (949) 476-2246
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

23. **ASSIGNMENT**

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

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

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

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

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

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees and expert witness fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

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

30. GOVERNING LAW

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

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

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

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

“CITY”                                “CONSULTANT”
CITY OF PICO RIVERA                   PROJECT DIMENSIONS, INC.

______________________________ _________________ __________________
Steve Carmona, City Manager           George Peterson, President

APPROVED AS TO FORM:

___________________________ __________________ _________________
Anna M. Jerome, City Clerk           Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A
SCOPE OF SERVICES
Exhibit A
Scope of Services

Project Dimensions, Inc will assist the City of Pico Rivera with the following projects:

➢ Obtain a SCE aerial and ground easement for the proposed Pedestrian/Bicycle Bridge Project (Federal project Number ATPL-5351 (032), CIP number 21280) and or other SCE instruments to allow the current design location to be implemented.

➢ Review and comment on the Whittier Blvd corridor project concepts, alternatives, and provide other strategies as needed for implementation of City of Pico goals and objectives.
Exhibit B
Approved Fee Schedule

Project Dimensions, Inc will be compensated as follows:

➢ Project Dimensions will be paid a lump sum retainer fee of $7800 per month

➢ Project Dimensions will be paid a lump sum success fee of $75,000 upon approval obtained from SCE to use the existing ROW design for the Pico Pedestrian/Bikeway Bridge over the San Gabriel River
EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”) Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to keep accurate
payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day’s work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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.”
12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.
Project Dimensions, Inc.

ENTITLEMENT
PROJECT MANAGEMENT
CONSTRUCTION MANAGEMENT

Assisting Public Agencies in the Development of Parks, Recreation & Capital Improvement Projects
FIRM QUALIFICATIONS

**Project Dimensions, Inc. (PDI)** was founded in 1985 and has been partnering with private and public sector clients for over 3 decades bringing creative, unique delivery solutions to their projects. As an industry leader and Small Business Enterprise (SBE), PDI’s consulting experience and expertise are in the areas of **Entitlement, Project Management, and Construction Management.** PDI is a multidisciplinary management group that specializes in assisting public agencies in the development of Capital Improvement (CIP) and Public Works projects, with a strong emphasis in recreation and park facilities. PDI’s services are provided by our full-time, in-house staff led by senior leadership overseeing the following specialized management teams: Governmental Liaison Team, Public Works Team, Architectural Team, and Parks & Recreation Team.

PDI’s seasoned professionals are experienced in Architecture, Engineering, Landscape Architecture, Estimating and Finance, Scheduling, Sustainability and Construction. PDI provides “On-Call Services” to numerous cities, counties and agencies throughout California, and plays a significant role in the development of their communities by delivering sustainable, cost effective solutions for a broad spectrum of project types. PDI has the resources available to augment agency’s staff with PDI professionals on an “As Needed Basis”, to meet project workload demands.

FIRM EXPERIENCE

PDI offers our clients a complete range of Entitlement, Project Management, Construction Management, and Post-Construction Management Services via our professional staff, including:

- **Entitlement Services** include inter-governmental relations, planning, zoning, resource and environmental studies, CEQA compliance, regulatory agency permits processing and California Coastal Commission (CCC) processing.

- **Project Management Services** include design/consultant selection and management, public outreach, budgeting, estimating, scheduling, phasing, design review, constructability review, value engineering, site logistics, bid packages, contractor pre-qualifications, contractor bidding, and contract award.

- **Construction Management Services** include cost control, on-site construction management, scheduling, document control, information management, safety management, inspection oversight, quality assurance/control and grant funding administration.

- **Post-Construction Services** include site pre-acceptance, punch-lists, turnover item coordination, agency approval documentation, as-built plans, building commissioning, and LEED certification.
PDI’s **Government Liaison Team** has entitled projects through local, state and federal agencies as well as the California Coastal Commission (CCC) and entitled tens of thousands of acres of land with a combined ‘built-out’ value of over $10 Billion. PDI’s staff consists of seasoned professionals that have prior design experience and / or have worked at management levels within local agencies.

PDI’s **Public Works Team** has strong working relationships with agency management and staff members at the federal, state, and local levels. PDI is experienced in coordinating and overseeing the design, approval, and installations for a variety of infrastructure project types that include: Waterway infrastructure (piers, docks, lagoons), Coastal Bluff Restoration, Sewer, Gas, Electrical, Storm Drainage, Water Retention Facilities, Water Treatment Facilities, Street Improvements, Dry Utilities, Power Transmission and Undergrounding.

PDI’s **Architectural Team** has provided Project and Construction Management Services for over 12 million square feet of vertical construction that include visitor serving facilities, recreational facilities, community centers, libraries, lifeguard stations, harbors, marinas, hotels, office, industrial, R & D, manufacturing, storage, restaurants, retail centers, health facilities clubhouses, and restroom and maintenance facilities.

PDI’s **Parks & Recreation Team** specializes in the management of landscape-oriented projects that include regional, community and neighborhood parks, recreation facilities, multi-purpose trails, golf courses, bikeways, streetscapes, monumentation, signage programs, greenbelts, open space preservation, and habitat conservation. PDI’s Parks & Recreation Team utilizes Landscape Architects, Planners, and Engineers with expertise in landscape design, horticulture, xeriscape, and irrigation design, as well as experience in managing the design process, and daily onsite supervision during construction.

PDI’s landscape projects are diverse in size and scope, and often involve the development of lake and stream systems, water retention and filtration systems, bio swales, open space enhancement, habitat conservation, California plant community restoration/establishment, and the preservation of historic sites and buildings.
MANAGEMENT TEAM

PDI is led by a seasoned staff of professionals who bring their diverse expertise to our projects. Our staff works in a collaborative environment to look at a project from various perspectives. PDI's senior leadership and staff are licensed professionals who bring decades of experience in both the design and management for a wide range of project diversity including general civil engineering, public buildings and facilities, marine, water quality, infrastructure, parks & recreation, golf courses, and habitat conservation. The diversity of our staff and their specific expertise within their fields allows PDI the opportunity to select a Project Team whose talents aligns with the projects scope of work.

PDI’s professional staff members, based on the type of projects assigned and the specific work task requirements, will support the Project Manager assigned to a specific project. PDI’s Project Managers are all experienced in overseeing the day-to-day operations during the planning, design, contractor bidding, construction, and turnover phases of a project. PDI’s key Management Team Members include:

➢ **George E. Peterson, President**  
Mr. Peterson is the founder and President of Project Dimensions, Inc. and its DBA Golf Dimensions, both established in 1985, offering entitlement and project management services to both the private and public sectors. Mr. Peterson’s background covers a broad spectrum of experience in the real estate and development industries including commercial, residential, master-planned communities, resort, golf, and large infrastructure projects. Mr. Peterson maintains an active oversight role on all projects and oversees the day-to-day management of the companies.

➢ **Jon Conk, Vice President**  
Mr. Conk has an extensive career of more than 32 years in areas of project management, entitlement, consultant management, agency coordination, redevelopment, land planning, design, and landscape architecture. As a Development / Project Manager for both the public and private sectors, Mr. Conk’s experience includes the development of harbors and recreational facilities, redevelopment projects, mixed-use developments, business and industrial parks, golf courses, resorts, and master planned communities.

As a Vice President of Project Dimensions, Mr. Conk is specialized in overseeing, managing and coordinating the efforts of the multi-disciplinary design teams, environmental consultants, and other specialists involved in various types of development projects. Mr. Conk acts as the interface between the client, the design team, the jurisdictional agencies and community groups. Mr. Conk is a licensed Landscape Architect in the State of California.
Stephen Sandland, Vice President, A.I.A.
Mr. Sandland has more than 35 years of experience in project and construction management. Mr. Sandland has extensive background in entitlement, design, and construction on a variety of building types including government, retail, hospitality, industrial, and commercial offices. During his career, Mr. Sandland has been responsible for providing project management and construction management services including project scoping, scheduling, budgeting, bidding, quality control, and oversight of contractor’s work in the field. Prior to joining Project Dimensions, Inc., Mr. Sandland held Project Management positions with The Irvine Company, Watson Land Company, Fluor Corporation and BSW Architects. He has been responsible for many high-profile projects including the Four Seasons Hotel and the renovation to Fashion Island in Newport Beach, CA, the Discovery Science Center, Anaheim, CA and the headquarters for Cleveland Golf, Huntington Beach, CA.

Robert E. Jones, Senior Project Manager, A.S.L.A., PLA
Mr. Jones has over 30 years of experience in the fields of Landscape Architecture and Project Management. Mr. Jones currently performs development and construction management consulting services for numerous municipalities and agencies throughout California and has extensive experience providing on-site construction management and inspection services for a variety of Capital Improvement projects that range from recreation, transportation, utilities, and public improvement projects. Before joining the company, Mr. Jones held an executive position with a Southern California-based, multi-disciplinary planning, design and landscape architectural firm. His responsibilities ranged from design concept formulation to the management of construction document preparation, project implementation and field services. Mr. Jones is a licensed Landscape Architect in the State of California, and a past Vice-President and Executive Board Member of the Southern California Chapter of ASLA.

Craig Hoffman, Senior Project Manager, APA
Mr. Hoffman has extensive experience in the field of inter-governmental relations, as well as city, and regional planning, including zoning, project implementation processing, and resource and environmental studies. Mr. Hoffman is responsible for management of all entitlement-related documentation, including preparation of CEQA compliance documents, regulatory agency permitting processing coordination, and project implementation monitoring / reporting. Mr. Hoffman is proficient in Project Management and CPM Scheduling. Mr. Hoffman also maintains a comprehensive working knowledge of land management computer applications, public policy analysis, land use planning, and NEPA / CEQA-related project management.

Blair Fickett, Senior Construction Manager, CMI
Mr. Fickett has 20 years of experience performing Construction Management Services for public sector clients. His experience includes project management, construction administration, and inspection coordination services for contracts based on the GREENBOOK, Caltrans and the County of Orange. Mr. Fickett is familiar with the standards and municipal codes related to public improvement design. Mr. Fickett has a thorough understanding of county, state and federal water pollution control regulations. Prior to joining Project Dimensions, Inc., Mr. Fickett held Construction Manager positions with KPRS Construction Services, Koll Construction and Quinn Construction, Inc.
ENTITLEMENT SERVICES

- **Definition of Objectives and Constraints**
  - Conduct the traditional due diligence research of planning and zoning restrictions, geological conditions, and environmental reports to determine conceptual alternatives and financial feasibility.

- **Jurisdictional Assessments**
  - Establish working relationships with municipality and agency staff and other stakeholders to assess feasibility and scheduling options.

- **Plan Evaluation**
  - Conduct comprehensive analysis of existing planning and development plans, implementation and/or development agreements, special conditions of project approval, and mitigation measures to determine project viability.

- **Conceptual Land Use and Development Alternative Preparation**
  - Formulate design options based on identified strategy objectives, stakeholder recommendations, and priorities.

- **Building Assessment**
  - Analyze existing buildings or facilities then make recommendations to increase value through renovation with a focus on sensible “green building” technology.

- **Comprehensive Master Scheduling**
  - Create and update a comprehensive master CPM schedule that identifies the key milestones for the project and the activities necessary to achieve those objectives.

- **Project Phasing Planning**
  - Identify major project components and optimize phasing strategies for achieving development objectives with alternative phasing options to support project milestones.

- **Environmental Documentation Preparation and Processing**
  - Oversee the preparation of all required jurisdictional applications and technical studies, including Environmental Impact Reports, subdivision mapping, development agreements, and negotiation of any special implementation agreements with cities and agencies such as the Department of Fish and Game, Caltrans, and the Corps of Engineers.

- **Realistic Project Financial Analysis**
  - Create accurate proformas, including all hard and soft costs, and cash flow reports to assist decision makers.

PROJECT MANAGEMENT SERVICES

- **Staff Assistance**
  - Provide technical and managerial staff assistance to the City.

- **Design Team Management**
  - Coordinate with and oversee various disciplines necessary to design and entitle the project, including engineering, architecture, landscape architecture, and specialty consultants.

- **Master Project Schedule**
  - Prepare and maintain a master project schedule based on anticipated design and construction schedules, integrate all City and Agency reviews, and coordinate approvals or other actions required by the City Council.
Scope of Services

- **Master Project Budget** - Establish and implement cost estimating, monitoring and control procedures. Provide cost reports to City monthly or more frequently as needed.
- **Document Control** - Maintain relevant records, documents, minutes, funding compliance records, and correspondence.
- **Design Checklist** - Implement a design checklist to establish a systematic process with which to provide a thorough design and constructability review and to communicate plan revisions and comments to design consultants.
- **Project Meetings** - Assist in the organization and scheduling of, attend, and keep minutes of all project-related meetings with City, design team and jurisdictional agencies.
- **Progress Reports** - Prepare and make available project scheduling, design progress updates. Prepare and present monthly progress reports.

**PRE-CONSTRUCTION SERVICES**

- **Due-Diligence** - Provide services that relate to the organization and development of the project prior to the start of construction.
- **Project Meetings** - Attend regular design review meetings.
- **Plan Review** - Provide plan review and at 35%, 65%, and 100% final design completion, with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems.
- **Constructability Review** - Provide constructability and peer review to identify deficiencies and potential errors prior to bidding. Determine appropriateness of plans and specifications for bidding purposes.
- **Value Engineering** - Identify potential cost savings and recommend alternate materials, products and methods for City consideration.
- **Master Project Schedule** - Maintain and update the master project schedule, monitor contractor's progress in achieving milestone dates; review and comment to contractor's weekly schedules.
- **Critical Path Method (CPM) Schedule** - Produce a detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path, and key milestones.
- **Master Project Budget** - Maintain the master project budget including cash flow projections considering project revenues and expenditures based upon traditional project milestones.
- **Preliminary and Detailed Estimates** - Provide continuous review and cost estimates of the ongoing design. Prepare conceptual cost estimates during the final design phase at 35%, 65%, and 100% design completion.


Scope of Services

- **Bidding Strategies** - Consult with City staff to create bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.

- **Project Accounting and Management Systems** - In concert with City staff, develop the project accounting and budget management systems.

- **General Conditions Documents** - Preparation of the General Conditions documents suitable for the selected delivery method. Coordinate this effort with City’s legal counsel and obtain the City mandated approvals prior to publication.

**CONTRACTOR BIDDING**

- **Bidder Solicitation** - Encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and Disabled Veteran Business Enterprise (DVBE) compliance.

- **Bid Documents** - Review plans and specifications, and prepare and issue bid documents, working with City and Architect.

- **Public Advertisements** - Place both the project legal advertisements and any other pre-bid advertisements, working with the City.

- **Contractor Pre-Qualifications** - Provide pre-qualification requirements, conduct contractor outreach, assist with reference checks, report on bidder’s acceptability, and prepare written evaluations and recommendations.

- **Pre-Bid Conferences** - In cooperation with City personnel, conduct pre-bid meetings with potential bidders.

- **Site Review Meetings** - Coordinate site visits for the bidding contractors.

- **Bidding Coordination** - Provide coordination of and, when possible, responses to bidder inquiries.

- **Plan Distribution** - Distribute all plan sets, bid packages, and addenda.

- **Addendum Distribution** - Prepare and distribute addendums as required.

- **Bid Evaluation and Review** - Review and evaluate all bids for responsiveness and certify the construction bid results.

- **Contract Documents** - Prepare contract packages for City review. Distribute and monitor completion of these contract packages.

- **NOAs and NTPs** - Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the City.
CONSTRUCTION MANAGEMENT SERVICES

- **On-Site Construction Management** - Maintain field office, sufficient personnel and equipment for daily onsite monitoring and coordination of construction activities, as an agent of the City. Provide an air-conditioned conference room adequate in size to hold contractor weekly meetings.

- **Conduct Pre-Construction Conference** - Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.

- **Weekly Construction Meetings** - Conduct the weekly meeting with City, Design Team and Contractor. Prepare agendas for meetings and summarize all actions and direction in meeting minutes.

- **Project Communication** - Ensure regular coordination and communication between stakeholders.

- **Permits, Bonds and Insurance** - Assist contractors with obtaining required permits and verifying insurance and bond requirements.

- **CPM Schedule Maintenance** - The City may wish to award the prime contracts in phases. Maintain a detailed and date specific CPM schedule.

- **Budget Control and Maintenance** - Prepare regular, cumulative project budget reports with construction cost and soft cost data.

- **Storm Water Pollution Prevention Plan** - Ensure that responsibility for the Storm Water Pollution Prevention Plan is carried out.

- **Agency Interface** - Provide agency coordination and interface throughout the construction process.

- **Schedule of Values** - Review and reconcile each Contractor’s schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.

- **Monthly Billing Procedures** - Generate a standard billing process and confirm billing information from the Contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the City.

- **Progress Monitoring and Reporting** - Maintain a daily log of construction activities and conditions. Conduct and record weekly jobsite progress meetings and submit work and cost progress reports at least monthly to the City.

- **Quality Control Assurance** - Provide ongoing Quality Assurance and Quality Control (QA/QC) of all construction work at all times, including thorough documentation of findings and results. The MPCM will have primary responsibility for QA/QC on the project.

- **Testing, Inspection and Special Services** - Recommend, coordinate and monitor inspection and lab testing services, site surveys, utilities, geotechnical and other services.
**Scope of Services**

- **Safety Program** - Establish and implement job safety procedures, monitor contractors’ compliance with safety program, maintain safe conditions at the site, respond to deficiencies and hazards, investigate and report on accidents.

- **Project Record Documents** - Coordinate and expedite all activities in connection with the contractors’ obligation to provide “as-built” documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.

- **Document Control** - Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.

- **Shop Drawings & Submittals** - Review and monitor the status of shop drawings and related correspondence.

- **Administration of the Construction Contracts** - Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide onsite management of the project as necessary. Ensure that City requirements regarding collection of certified payrolls and subcontractor and material supplier releases are carried out.

- **Information, Shop Drawings, Samples & Other Submittals** - Log, process and expedite contractor requests for information and submittals. Analyze and evaluate time and cost impacts of suggestions for modifications and make recommendations.

- **Change Order Review** - Establish and implement a change order processing system that provides review of scope, price, and added contract time. Investigate, estimate, negotiate, recommend, and process contract change orders. Prepare and submit to Project Manager change order monitoring and impact reports describing work, cost and progress. The City will make all final decisions on change orders.

- **Contractor Claims** - Evaluate and mitigate all claims for additional cost or time due to any alleged cause.

- **Project Meetings** - Coordinate, attend, and keep minutes of weekly job-site progress meetings with the City, Architect, Inspector, and Contractors.

- **Insurance Certificates** - Monitor Contractors’ insurance certificates for applicable coverage, endorsements, limits, and expiration dates.

- **Contractors Licenses** - Monitor Contractors’ State contractor’s licenses for current active status and expiration dates.

**POST - CONSTRUCTION / TURN-OVER SERVICES**

- **Initial Start-Up, Punch Lists and Building Inspections** - Supervise testing, balancing and start-up of utilities, equipment and operational systems, schedule job walks and building inspections, and assist Architect in preparing and managing punch lists for incomplete or defective work.
Scope of Services

- **Relocation** - Coordinate the arrival and installation of City furnished materials and F&E. Provide coordination schedules for user relocation.

- **User Training** - Schedule and document all City training sessions. Arrange for supplementary information where needed. Arrange for Manufacturers to conduct training for maintenance and operations staff.

- **Punch lists** - In conjunction with the Architect, develop a punch list of defective work. Create a punch list schedule for completion and verify completion of punch list items.

- **Submit As-Builts** - Review contractual requirements for As-Built Documents and create appropriate procedures to ensure the completeness and timeliness of these documents.

- **Project Closeout and Warranties** - Create Operation and Maintenance Manuals. Compile all contractor turnover items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims.

- **Final Lien Releases** - Ensure compliance per requirements in the Construction Documents.

- **Final Project Report and Payment** - Prepare final payment for contractors. Provide a final report that includes: a financial summary of contracting, change orders, construction management, and direct purchase items, construction summary of schedule, final summary of receipts from City staff of all closeout documents and FFE.

- **User Complaints** - Assist with response to initial post-occupancy complaints about missing or malfunctioning equipment or building components.

- **Warranty Verification** - Conduct year-end walk-through immediately prior to warranty period expiring and ensure corrections are completed.
PUBLIC WORKS PROJECTS

The following are selected projects that represent PDI’s experience in managing complex public works and capital improvement projects for cities, counties and agencies throughout southern California.

DANA POINT HARBOR REVITALIZATION

Client: County of Orange, O.C. Dana Point Harbor Department

PDI was the Lead Consultant and Project Manager for the County of Orange, Dana Point Harbor Revitalization Project. This $155 Million renovation project includes new infrastructure; street improvements; a two-level parking structure; the renovation of 2,400 boat slips; a new 5-level dry boat storage building and 110,000 S.F. of retail / restaurant space. PDI has managed the preparation of the EIR and environmental documents; directed the Community Outreach Program to residents, boaters, existing tenants and harbor users; coordinated all entitlements with the County of Orange, City of Dana Point, the California Coastal Commission, U.S. Army Corp of Engineers and U.S. Department of Fish & Game; prepared and processed the Local Coastal Program Amendment; managed the multi-disciplinary design team in the preparation of the construction documents; and prepared and processed the Coastal Development Permits. PDI is responsible for creating the work breakdown structure as well as assembling and maintaining the CPM scheduling during all phases of this complex project.

NEWPORT BEACH LIFEGUARD COMMAND CENTER

Client: City of Newport Beach

PDI was selected to act as the City’s construction representative for the rehabilitation of their Lifeguard Headquarters and Command Center, situated at the base of the iconic Balboa Pier, on the Newport Peninsula. The existing 1960’s era structure had developed seismic issues and the communication systems were becoming obsolete. The existing building required remodeling to accommodate a new, state of the art emergency data and communications system. The facility’s program was intended to house permanent managers, administrative staff and up to forty-five (45) lifeguards. Both private and public restroom / locker facilities were required, for male and female lifeguards and staff members. Additional facilities included meeting rooms, a physical therapy / training room and a multiple vehicle storage area. PDI’s project scope of work included the coordination and preparation of the construction documents for a public bid offering; contractor bid analysis; review of bid cost items; project scheduling; on-site daily interface with the contractor; coordination with City staff; weekly construction meetings and all project documentation.
Case Studies

BOEING AEROSPACE UTILITY RELOCATION
Client: Boeing Realty Corporation
PDI was retained by Boeing Realty Corporation (BRC) to analyze the reuse of nine (9) major facilities located throughout California and Washington State. BRC selected PDI as their Project Manager and Construction Manager for the redevelopment of these massive aerospace facilities. PDI managed the civil engineering design and processed the parcel maps, the street improvement plans and the utility plans through the local and jurisdictional agencies. PDI managed the preparation of the bid documents for the demolition of the existing structures and the mass grading of these sites. PDI was responsible for the contractor bidding and construction oversight of the utilities; streetscapes; public right-of-ways; traffic signals; infrastructure including sewer, water, and storm drains; coordination of the electrical relocations, natural gas, and communications services. Upon completion of the improvements, PDI worked with the local cities and BRC to form Community Facilities Districts.

MALIBU WATER RETENTION & TREATMENT FACILITY
Client: City of Malibu
The Malibu Legacy Park Project is the centerpiece of the City’s $50 million commitment to improving ocean water quality and public health. A multi-benefit project for the environment and the community, Legacy Park addresses critical issues including bacteria reduction in storm water treatment, restoration / development of Riparian and California Native Habitats, and the development of an open space area for passive recreation and environmental education. Called the “Environmental Cleaning Machine”, this 14-acre, $7.3 Million park site is designed to collect / retain runoff water, remove gross solids through natural filtration and recycle water prior to it’s entering the Malibu Creek and infamous ‘Surf Rider Beach’. PDI was selected through the RFP process to be the City’s Construction Manager overseeing the daily activities of the general contractor, coordinating with the design team and documenting all aspects of the project.

SAN JUAN CREEK RE-ALIGNMENT
Client: City of San Juan Capistrano / Tirador LLC
The Ventanas Business Center is a 20-acre site situated directly adjacent to the existing San Juan Creek and within the 100-year flood plain. This commercial / industrial center, comprised of eleven (11) buildings totaling 225,000 S.F., required the construction of over 1,800 linear feet of a new ‘Steel Sheet Piling Wall’ along the creek. PDI provided Project Management Services, Land Use Planning’ design team oversight and processed the project through the City and FEMA.
SILVERROCK INFRASTRUCTURE & STREE IMPROVEMENTS  
Client: City La Quinta  
The 550-acre resort site, once owned by the Ahmanson Family as their “desert ranch” retreat, is located at the base of the Santa Rosa Mountains, and is now the City of La Quinta’s premier destination golf resort. PDI was the City’s lead consultant responsible for the solicitation of the multi-disciplinary design team, oversight of the project programming, preparation of the construction documents and agency permitting for this $80 million four-star resort. This public works project includes infrastructure, utilities, street improvements and the undergrounding of the All-American Canal, in support of the proposed conference center, boutique hotels, two championship golf courses, 40,000 S.F. clubhouse / community center, passive parks and trail systems.

ANAHEIM CITY HALL SEISMIC RETROFITTING  
Client: City of Anaheim, Public Works Department  
PDI, as an ‘on-call’ consultant to the City’s Public Works Department, was selected to oversee the preparation of a seismic study for the existing City Hall Facilities and adjacent parking structure, located in downtown Anaheim. The purpose of the study was to determine if these structures were in conformance with current earthquake and seismic standards. The study identified structural deficiencies and made recommendations for methods for retrofitting the existing structures.

SOUTHERN CALIFORNIA EDISON  
66 KV UNDERGROUNDING  
Client: City of Irvine  
Coordination with Southern California Edison Company and the City of Irvine for the undergrounding of .50 miles of SCE’s 66 Kv Transmission Lines along Sand Canyon Avenue and fronting the 405 Freeway. The undergrounding of the existing overhead transmission lines and the removal of the SCE towers was initiated to accommodate the development of a new medical / office complex strategically located adjacent to the new Hoag Hospital Orthopedic Center.

IONE WATER TREATMENT FACILITY  
Client: City of Ione  
PDI performed an analysis of the operations, function and capacity of the tertiary water treatment facility, owned by the City of Ione, CA. The study identified operations deficiencies and made recommendations for equipment upgrades and operational efficiency. Operation expenses, and equipment depreciation expenditures were forecasted and itemized in a detailed cost analysis.
2.5 M GALLON RECLAIMED RESERVOIR & FORCE MAIN
Client: City Palm Desert
This ‘above ground’ storage facility was constructed with a PVC liner and cover and provides storage for up to 2.5 million gallons of reclaimed water that is available for use by the City owned Desert Willow Golf Resort. This project also included the design and installation of over one (1) mile of reclaimed water force mains installed within the City’s streets as a City Capital Improvement Project, and the development of seven (7) aquifer well sites dedicated to the Coachella Valley Water District (CVWD). PDI was the City’s Prime Consultant managing the efforts of the design team, the plan approval process and the Contractor bidding and construction.

ALL-AMERICAN CANAL UNDERGROUNDING
Client: CVWD, City of La Quinta
PDI provided coordination with Coachella Valley Water District (CVWD) and the City of La Quinta for the Silverrock Resort Phase 2 infrastructure improvements which included the design of a street and utility overcrossing, and the undergrounding of the All-American Canal. The undergrounding was designed as a cast-in-place concrete box culvert to replace the existing above-ground channel.

OCEAN TRAILS GOLF COURSE LANDSLIDE
Client: Ocean Trails, LLC / City of Palos Verdes
PDI orchestrated the forensic investigation into the cause of a catastrophic landslide that destroyed three golf holes along the Pacific Coastline in Palos Verdes, CA. PDI initiated a scientific analysis of the golf course lakes and drainage systems to identify construction defects and plan deviations, that ultimately determined the cause of the land movement and the resulting damage to the golf course and coastline. PDI prepared the CPM schedule and managed all aspects of the forensic investigation in the field including the cataloging and storing of defective materials as evidence, preparation of documents and presentation materials and expert witness testimony during arbitration.

OC PUBLIC WORKS, PARKS & LIBRARIES
Client: County of Orange
PDI provides ‘on-call’ consulting services to these departments within the County of Orange. PDI manages the “complete construction process” from design implementation through General Contractor closeout for a wide range of project types. PDI’s services include design team solicitation; design oversight; architectural, structural and civil plan review and coordination; financial cost projections and final invoice accountability.
### Project Experience

#### INFRASTRUCTURE PROJECTS

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ARCHITECTURE / PUBLIC FACILITIES PROJECTS

The following are selected examples of PDI’s experience in managing architectural and vertical construction projects, including public, commercial, industrial, R&D and institutional projects that were managed under various delivery methods.

**DISCOVERY SCIENCE CENTER – LOS ANGELES**  
**Client: DSC Los Angeles**

PDI was the Owner's Representative for the design and construction of this $9,000,000 science museum. More than 400,000 people visit the facility every year. Work included selective demolition of the site and existing structure and the construction of the new facility totaling almost 50,000 square feet. The work included special plumbing, mechanical and electrical work to accommodate the DSC's program for exhibits and classrooms. The building design also included a lease space for a restaurant. PDI led the design team to create the Construction Documents, managed the bidding process to a select list of firms, negotiated the construction contract, and oversaw the work in the field by the contractor, as well as the installation of the exhibits and the FF&E.

**MUTH INTERPRETIVE CENTER**  
**Client: County of Orange**

The County’s Peter & Mary Muth Interpretive Center is situated in the Upper Newport Bay’s 1,000-acre Nature Preserve and Ecological Reserve. This 10,000 S.F. educational facility was built into the side of the coastal bluffs, minimizing its visual and physical impact to the site. This public facility incorporates a theatre, interactive displays and exhibits, administrative offices and classrooms. The building was designed to achieve a high level of energy savings, efficiency and sustainability. PDI provided project scoping services to address electrical deficiencies effecting interior exhibits and displays, including the preparation of the project budget, schedule and contractor scope of work.

**DESERT WILLOW COMMUNITY CENTER**  
**Client: City of Palm Desert**

The 25,000 S.F. public building is the centerpiece of the City’s 550-Acre, Desert Willow Golf Resort, a public resort developed by the City of Palm Desert to serve its residents. PDI was the City’s prime consultant and initiated the ‘design-build’ competition for this multi-use facility that included dining, meeting/conference facilities, retail space, kitchen/food preparation and pro-shop. PDI was responsible for managing the CPM schedules and detailed budgets, the programming for the design-build competition, evaluation of architectural proposals and chaired the City’s Selection Committee.
OLD ORANGE COUNTY COURTHOUSE  
Client: County of Orange  
As the County’s Project Manager, PDI managed the design, schedules, budgets, and contractor bidding before becoming the on-site Construction Manager during the remodel of the County’s landmark Old County Courthouse. Located in Santa Ana and dedicated in 1901, the 30,000 S.F. stone courthouse building is on the National Register of Historic places, is a State of California Historic Landmark and is southern California’s oldest court building.

LIFEGUARD COMMAND CENTER  
Client: City of Newport Beach  
PDI was selected to act as the City’s construction manager / owner representative for the rehabilitation of the existing lifeguard headquarters and command center situated at the base of the Balboa Pier and located on the Newport Peninsula. PDI’s services included coordination and preparation of construction documents for a public bid offering, contractor bid analysis, review of bid cost items and project schedule, daily interface with the contractor and city staff, and weekly construction progress meetings. This building remodel included state of the art data and communications systems.

LOS ALAMITOS – ROSSMOOR LIBRARY  
Client: County of Orange  
The County’s Los Alamitos – Rossmoor Branch Library is located in the City of Seal Beach. Exterior renovations were required to upgrade the building entry that included a new pervious paving system, colored concrete / flatwork, retaining / seat walls, pedestrian / area lighting, site amenities and ADA compliance. PDI was the County’s project manager providing constructability review, product and materials review and plan review of the construction documents prior to the contractor bidding process.

SANTIAGO OAKS INTERPRETIVE CENTER  
Client: County of Orange  
The 4,800 S.F. Nature Interpretive Center serves as an educational facility and is located within the County’s 1,269-acre Santiago Oaks Regional Park. This native California setting offers hiking, biking and equestrian activities along mountain ridges and the Santiago Creek. The nature center offers year-round activities to park visitors and incorporates exhibits and programs on various natural history topics. PDI managed the design team, contractor bidding, permitting and was the construction manager for the rehabilitation of the building, including new exterior siding, window and flooring system.
Case Studies

HOAG HOSPITAL ORTHOPEDIC CENTER
Client: Hoag Hospital
PDI was secured by Hoag Hospital to provide a third party review and value engineering of the ‘design build’ site plans prepared by the general contractor, Valley Crest Landscape, for the remodeling and renovations to the existing five (5) story facility located in Irvine, CA. The plans included a xeriscape planting palette, sub-surface drip irrigation system, extensive hardscape and site amenities and a sub-surface water collection and re-use system (‘Grey Water System’).

SILVERROCK COMMUNITY CENTER
Client: City of La Quinta
The City of La Quinta’s $30 million, 39,000 S.F. Community Center / Clubhouse facility is the centerpiece of the City owned SilverRock Resort. Designed by renowned architect Robert Altevers & Associates, in a Spanish Hacienda style, the facility utilizes energy efficient design concepts, and was designed to achieve a Silver LEED certification. As the City’s lead consultant, PDI pre-qualified and managed the efforts of the design team; was responsible for managing the project schedule and budget; initiated the entitlement and approval process and coordinated with the multi-jurisdictional agencies.

GARDEN GROVE REGIONAL LIBRARY
Client: County of Orange
PDI, as the County’s on-call consultant, solicited and managed the design, bidding and construction for the renovations to the County’s Regional Library, located in the City of Garden Grove. The retrofitting work that included the installation of a new elevator and HVAC system was completed during hours when the library was closed to the public, resulting in minimal disturbance to the users and facilities operations.

SHADY CREEK MEDICAL CENTER
Client: Shady Canyon LLC
PDI was the Project and Development Manager for this new medical complex consisting of 150,000 S.F. of office space and 7,200 retail uses, within three (3) buildings. PDI’s services included land use planning; entitlement processing through the City of Irvine to obtain a General Plan Amendment; Zone Change and Site Plan Approvals; management of the design team and special study consultants; coordination with SCE for the undergrounding of their 66 Kv transmission lines and preparation of a community outreach program including an information website and homeowner / stakeholder meetings.
ORANGE COUNTY ZOO
Client: County of Orange
The OC Zoo, located in Irvine Regional Park, is situated among 477-acres of wilderness. The zoo is focused on animals and plant materials native to the Southwest United States. As an ‘On-Call’ Consultant to the County, PDI’s responsibilities included overseeing the design team, construction document preparation, contractor bidding and contract negotiations for the renovations to the bear and lion habitat areas. Following the design and approval process, PDI was the on-site Construction Manager overseeing the daily operations of the contractor team and coordinating with the county and zoo staff.

BLACK GOLD COMMUNITY CENTER / CLUBHOUSE
Client: City of Yorba Linda
The centerpiece of the City owned Black Gold Golf Club; this 20,000 S.F. public building is situated on a hillside, overlooking Orange County. The multi-level clubhouse building incorporates a 250-guest banquet / dining facility, kitchen, meeting rooms, conference facilities, elevator, as well as the golf operations and cart storage for the 18 Hole championship golf course.

WOELKE – STOFELL HISTORIC HOUSE
Client: City of Anaheim
The Woelke-Stoffel House is the oldest remaining wood-framed building in Orange County and stands as a symbol of Anaheim’s viticulture and citrus era. One of the last Queen Anne houses in the City, it was built in 1894 for John Woelke, a retired Chicago restaurateur. PDI was the City’s construction manager providing on-site observations and contract administration for this federally funded project. The project included remediation of lead paint, contaminated soils and construction of the City’s Founder’s Park on this historic site.

CLEVELAND GOLF CORPORATE CENTER
Client: Roger Cleveland Golf Company
Development of a 130,000 S.F. corporate headquarters, offices, assembly, warehouse and distribution center for the sports equipment manufacturer in Huntington Beach, CA. PDI, as the lead consultant, created a 24-month critical path schedule and budget to relocate the manufacturer to a new facility with minimal disruption to operations. PDI managed the design team, the entitlement process, contractor selection, and was the on-site Construction Manager during construction. PDI was responsible for coordinating the ‘move in’ of the assembly equipment and owner furnished FF&E items.
## Project Experience

### Public Facilities Projects

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</tbody>
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**Total: 20 Projects**
PARKS & RECREATION

The following are examples of PDI’s experience in managing parks and recreation projects, including neighborhood / community / regional parks, multi-trail systems and habitat conservation. All of these projects were designed to achieve high standards in the use of sustainable and environmental principles and techniques:

**EASTVALE COMMUNITY SPORTS PARK & STADIUM**
Client: Jurupa Community Services District
Eastvale Community Sports Park is the 35-Acre, $15M second phase of the District’s sports complex that incorporates four (4) baseball / softball fields, sports lighting, restroom building, concessions building, parking lot, infrastructure, utilities and SCE undergrounding. The focal point is the ‘stadium’ that encloses two championship artificial turf fields with elevated grandstand seating.

**DAVID CUTINO SPORTS PARK**
Client: City of Seaside, CA
Named for the WWII veteran David Cutino, the City’s David Cutino Sports Park is a 6-Acre, $3.5M renovation to the 50-year old park site where Mr. Cutino began coaching baseball to the local youth. The improvements included three (3) artificial turf soccer fields, a softball field, 30’ high fence, netting and truss backstop system, bleacher system, and lighting. The project also includes a 13,000 square feet multi-skill level skatepark designed by renowned designer Zach Wormhoudt and constructed by California Skateparks, inc..

**MAXWELL PARK, ANAHEIM, CA**
Client: City of Anaheim
Maxwell Park is an 18.5-acre community park that includes lighted sports fields, a branch public library, and rehabilitation center under a land use agreement with the Magnolia School District. The most recent construction phase is a $2,700,000 expansion project within a Southern California Edison easement adding passive activities, a “T” Ball field, parking lot and a restroom / concessions facility.

**STEVE AMBRIZ MEMORIAL SPORTS PARK, ORANGE, CA**
Client: City of Orange
Steve Ambriz Memorial Park is an 8-acre community sports park that includes lighted ball fields, tennis courts, basketball courts, children’s play area, parking lot and a multipurpose community building. PDI initiated a constructability review and also an estimate of probable construction costs for the City. The total value of the work completed was $6,000,00.
Case Studies

Palm Desert Soccer Park, Palm Desert, CA
Client: City of Palm Desert
This 20-acre lighted sports complex includes five (5) soccer / lacrosse fields designed to accommodate club and regional tournament events. Support facilities include parking for 250 vehicles, restrooms / concessions / storage building, tot-lots and gallery seating, all designed within a 100-year storm water retention basin.

Betsy Ross Park, Anaheim, CA
Client: City of Anaheim
Betsy Ross Park is a 10-acre community sports park with lighted baseball and softball fields, a children’s play area, basketball courts, multipurpose recreational building, restrooms and on-site parking, constructed on a site requiring soil remediation and reclamation. Total construction cost was approximately $5,000,000.

Malibu Legacy Park, Malibu, CA
Client: City of Malibu
Designed to function as a water reclamation area, this $7.3M, 14-acre park is located in the heart of the City and offers passive park amenities to a diverse user group. The park offers a multi-use trail, age appropriate play stations, outdoor amphitheater, scenic overlooks and environmental education. The project includes the establishment of five (5) California native plant communities and natural water filtration for storm water prior to entering the Pacific Ocean.

Irvine Aquatic Center / Meadowood Park
Irvine, CA
Client: City of Irvine
Located in the center of the Meadowood Residential Community, the 11-acre sports park site and 1.6-acre aquatic facility offer recreational amenities to the local community. The park includes lighted ball fields, age appropriate play areas, basketball courts, restrooms and picnic shelters. The aquatic center offers a Junior Olympic competition swimming pool, spa, restrooms, showers and locker facilities.

LA Palma Football & Baseball Stadiums
Anaheim, CA
Client: City of Anaheim
Renovations to the existing 6,000-seat football stadium and the 1,200-seat baseball stadium, both located within the City’s La Palma Community Park. These facilities utilize natural grass ball fields with lighting for night use. These stadiums are home to local high school teams and host major club sports.
Case Studies

TRACKS AT BREA – SEGMENT 3 & 6, BREA, CA
Client: City of Brea
The “Tracks at Brea” project includes a trail system that bisects the City, offering connectivity throughout Brea. The remediation of over 36,000 Tons of contaminated soils was required as a result of the 100 years of prior use as a railroad line. The completed project includes multi-surface trails, restroom facilities, tot-lot, parking lot, exercise and stations and a community garden.

ANAHEIM COVES- TRAIL & HABITAT CONSERVATION AREA
Client: City of Anaheim
Anaheim Coves is a 15-acre linear park adjacent to an Orange County Water District aquifer recharge facility that is a wildlife refuge under the jurisdiction of the U.S. Fish and Wildlife Services. The park has 1.5-miles of recreational trails, restroom facilities, wildlife observation areas and an educational signage program. Total construction cost was $6,000,000.

SANTA ANA RIVER TRAIL, RIVERSIDE, CA
Client: County of Riverside
The $16 million extension of the Santa Ana River Trail through the County of Riverside will include a continuous multi-use trail system that extends eastward over 30 miles from Prado Dam, through the cities of Corona, Norco and Eastvale. The project includes an equestrian staging area, scenic overlooks, habitat mitigation, biological resource management, restroom and bridge crossings. PDI was a member of the consultant team selection committee working with the Cities, Districts and County providing consultant proposal review and selection.

DEER CANYON PARK PRESERVE, ANAHEIM, CA
Client: City of Anaheim
The project included the restoration of a native canyon within the City of Anaheim into a 130-acre passive wilderness park. The project scope of work included Coastal Sage Scrub and Riparian habitat mitigation and restoration under the jurisdiction of the U.S. Fish and Wildlife Services, as well as a new Country of Orange trail system, park amenities, parking lot, gated entry, equestrian facilities, solar powered restroom and infrastructure.

ORANGE COUNTY REGIONAL PARKS
Client: County of Orange, OC Parks
PDI, as the County’s on-call consultant, provided PM / CM services for over fifty (50) projects within the County’s Park System. Projects included the retrofitting of existing facilities to meet ADA requirements, historic preservation, restroom facilities upgrades, utility installations, new infrastructure and various park improvements.
### Community Park Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Entitlement</th>
<th>Project Management</th>
<th>Construction Management</th>
<th>Vertical Construction</th>
<th>Recreation Facilities</th>
<th>Open Space / Habitat</th>
<th>ADA Compliance</th>
<th>Environmental</th>
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<td>Tri-City Park Improvements (Office / Restroom)</td>
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<tr>
<td>Yorba Regional Park Improvements (Shelters)</td>
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<td></td>
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## Project Experience

### Regional Park Projects

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<th>Project Description</th>
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<tr>
<td>Also Beach County Park</td>
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<td>County of Orange</td>
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<tr>
<td>Burris Basin Trail &amp; Openspace</td>
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<tr>
<td>Anaheim, CA</td>
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<tr>
<td>Casper’s Wilderness Park</td>
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<td>County of Orange</td>
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<td>Craig Regional Park Headquarters</td>
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<td>Fullerton, CA</td>
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<tr>
<td>Irvine Regional Park (Restroom)</td>
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<tr>
<td>Mile Square Park (Vita-Course)</td>
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<td>Pelanconi Park</td>
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<td>27 AC</td>
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<tr>
<td>Brea Park, CA</td>
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<tr>
<td>Salt Creek Beach County Park (Restrooms)</td>
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<td>5,000 S.F.</td>
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<td>Laguna Beach, CA</td>
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<tr>
<td>Santiago Oaks Nature Center</td>
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<td>3,700 S.F.</td>
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<tr>
<td>Tracks At Brea - Multi-Purpose Trail</td>
<td>$1,720,000</td>
<td>12.6 AC</td>
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<tr>
<td>Tri-City Park Lighting</td>
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<tr>
<td>Anaheim, CA</td>
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<tr>
<td>Yorba Regional Park (Shelters)</td>
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<td>7,200 S.F.</td>
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<td>Yorba Linda, CA</td>
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### Regional / Wilderness / Openspace Parks

<table>
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<tr>
<td>O’Neil Wilderness Park</td>
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<td>Trabuco Canyon, CA</td>
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<tr>
<td>Pelanconi Park</td>
<td>$900,000</td>
<td>27 AC</td>
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<tr>
<td>Ralph B. Clark Regional Park</td>
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<td>50 AC</td>
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<tr>
<td>Brea Park, CA</td>
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<tr>
<td>Salt Creek Beach County Park (Restrooms)</td>
<td>$480,000</td>
<td>5,000 S.F.</td>
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<tr>
<td>Santiago Oaks Nature Center</td>
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<tr>
<td>Tracks At Brea - Multi-Purpose Trail</td>
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<tr>
<td>Tri-City Park Lighting</td>
<td>$400,000</td>
<td>38 AC</td>
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<tr>
<td>Anaheim, CA</td>
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<tr>
<td>Yorba Regional Park (Shelters)</td>
<td>$440,000</td>
<td>7,200 S.F.</td>
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<tr>
<td>Yorba Linda, CA</td>
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</table>
The following are examples of PDI’s experience in collaborating with local agencies and private Non-Profit organizations in the preservation of historical sites, residences and public buildings.

**WOELKE-STOFELL HOUSE, ANAHEIM**
*Client: City of Anaheim*
Located within the City’s Founder’s Park, this two-story home was built in 1894 and today is one of the last Queen Anne houses standing within the City, representing the citrus era in Orange County. Peter Stofell, a successful citrus rancher, purchased the house in 1907, and in 1948 the house was relocated to its present location adjacent to the Mother Colony House, one of Anaheim’s earliest homes built in 1857. The City purchased the house in 2006 with CDBG funds. The house was designated as California State Historical Landmark No. 201 and was added to the National Register of Historic Places in July 2013.

**OLD COUNTY COURTHOUSE, SANTA ANA**
*Client: County of Orange*
In 1893 the newly created County of Orange purchased the land where the Old Courthouse sits from William Spurgeon, the founder of Santa Ana. In 1900 the Board of Supervisors commissioned the design of a courthouse by Los Angeles architect Charles Strange that was to be the most impressive building in the County. The stone building, similar to courthouses throughout the Midwest was formally dedicated in November of 1901 and housed most of the functions of County government. The Old Courthouse remains essentially unchanged today though the courts left the building in 1969 for a new, larger facility. The Old Courthouse was designated a California State Historical Landmark and placed on the National Register of Historic Places in 1983.

**HERITAGE HILL HISTORIC PARK, LAKE FOREST**
*Client: County of Orange*
Heritage Hill Historic Park had its origins in the establishment of the Serrano Adobe in 1863 by the Don Jose Serrano Family as part of a Mexican Land Grant. The Serrano Adobe and adjacent 55.9 acres of land located along the Serrano Creek were donated to the County of Orange in 1974. The 4.1-acre park site includes four fully restored and furnished historic buildings that span the early history of the Saddleback Valley from the Mexican Rancho era to the founding of the town of El Toro. Designated as State Historical Landmark No.199, the site became the County’s first historical park in May 1981 offering a chronological interpretation of the Saddleback area history.
GEORGE KEY RANCH HISTORIC PARK, PLACENTIA
Client: County of Orange
Built in 1898 by George B. Key, the site today includes a two and a half story house, museum, Verse Garden and 1-acre of the original 12-acre orange grove that was planted with Valencia Oranges of San Gabriel Stock. The 2.2-acre park site offers visitors a close look at dry farming and citrus farming equipment used in the late 1800s including a collection of blacksmiths and carpenters tools as well as artifacts relating to the Placentia and north Orange County's history. One of the original Sunkist orange groves in Orange County, the ranch is listed on the National Register of Historic Landmarks and still operates as working citrus ranch.

IRVINE RANCH HISTORIC PARK, IRVINE
Client: County of Orange
Irvine Park was part of the Don Teodosio Mexican grant of Rancho Lomas de Santiago and was first used by the early German colonists who settled Anaheim in 1857 for recreational purposes. Known as the “Picnic Grounds”, the site was nestled among the foothills and included a grove of heritage Oak trees, Sycamore trees and a variety of wildlife. In 1876 James Irvine purchased the site and in 1897, 160-acres were donated to the County of Orange for its first park site, called “Orange County Park”.

FOUNDER'S PARK, ANAHEIM
Client: City of Anaheim
Founder’s Park is located on the western boundary of the original ‘Anaheim Colony’. Founded in 1857, the Colony was comprised of fifty 20-Acre Vineyard Lots, planted with primarily Mission Grapes. By the 1890s citrus groves had replaced the vineyards along with a variety of field crops. The park highlights two historic homes set in a 19th century landscape. The park offers visitors a chance to step back in time to revisit the City’s agricultural history and to understand the vital relationship between water and agricultural prosperity. The Moreton Bay Fig tree imported from Australia and planted prior to 1876 was designated in 2009 as the City’s first Landmark Tree.

LIFEGUARD COMMAND CENTER, NEWPORT BEACH
Client: City of Newport Beach
Strategically located at the base of the historic Newport Beach Pier, the City’s iconic Lifeguard Headquarters facilities is the City’s Command Center overseeing nine miles of oceanfront beaches, and 25 miles of harbor, marina and marine preserve acreage. The Lifeguard Division of the City’s Fire Department serves as many as 100,000 visitors on a given day and over 10 Million visitors per year.
CLIENT LIST

Client List

Public Agencies
- City of Anaheim
- City of Boulder City
- City of Brea
- City of Concord
- City of Desert Hot Springs
- City of Irvine
- City of Corona
- City of Lake Forest
- City of Lake Elsinore
- City of La Quinta
- City of Long Beach
- City of Los Angeles
- City of Malibu
- City of Mission Viejo
- City of Newport Beach
- City of Ontario
- City of Orange
- City of Oxnard
- City of Palm Desert
- City of Rancho Mirage
- City of Reno, NV
- City of San Buenaventura
- City of San Clemente
- City of San Juan Capistrano
- City of Seaside
- City of Thousand Oaks
- City of Tracy
- City of Yorba Linda
- Conejo Recreation & Park District
- County of Mendocino
- County of Orange
- County of Placer
- County of Plumas
- County of Riverside
- County of San Bernardino
- County of San Luis Obispo
- Jurupa Community Services District
- Oxnard Housing Authority
- Oxnard Redevelopment Agency
- Palm Desert Redevelopment Agency
- Sacramento Muni Utility District
- South Coast Water District
- South Orange County Wastewater Authority
- Southern California Edison Co.
- Washoe County / Reno Airport Authority

Schools and Universities
- Cal Poly Pomona
- Capistrano Unified School District
- San Diego State University
- UC Irvine
- UC Riverside

Private Sector Clients
- Arvida-Disney/ Chevron Land
- Bighorn, LLC
- Boeing Corporation
- CalAtlantic Homes
- Capital Pacific Homes
- Catellus Development
- Circle Industrial
- Coastal Community Builders
- Coto De Caza, Ltd.
- ETCO Homes
- Intrawest Resorts
- Irvine Community Builders
- Irvine Hotel Company
- Irvine Industrial Company
- Irvine Retail Company
- Kajima Engr. & Construction
- Kemper Sports Management
- Koll Real Estate Group
- Laurus Corporation
- Lehman Brothers
- Lennar Homes
- Lowe Reserve Corporation
- Makar Properties
- Marriott Corporation
- Pacific Cielo Development
- Quiksilver
- Ritter Park Associates
- ShadowRock Resort, LLC
- So. California Edison Real Estate
- Standard Pacific Homes
- The Baldwin Company
- The Irvine Company
- The Santa Margarita Co.
- The Valencia Company
- Voit Commercial Development
- Walnut Land Company
- Westbrook Partners
- Zephyr Partner
Tuesday, December 14, 2021

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

Meeting was jointly held with the City Council and the Successor Agency to the Pico Rivera Redevelopment Agency. Items appear as listed on the combined agenda for the meeting of December 14, 2021.

Chairman Elias called the meeting to order at 6:04 p.m. on behalf of the Successor Agency.

PRESENT: Camacho, Lara, Lutz, Sanchez, Elias
ABSENT: None

PUBLIC COMMENTS: None

CONSENT CALENDAR:

Successor Agency:

7. Minutes:
   • Approved Successor Agency to the Pico Rivera Redevelopment Agency regular meeting of November 9, 2021

8. Approval of the 2022-23 Recognized Obligation Payment Schedule (ROPS) and Corresponding Administrative Budget.

   1. Approved Resolution No. SA-21-20 of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2022 – June 30, 2023 (ROPS 2022-23) and approving the Successor Agency Administrative Budget for the fiscal year (FY) 2022-23.


Motion by Director Lara, seconded by Director Camacho to approve Consent Calendar Items No. 7 and 8. Motion carries by the following roll call vote:
AYES: Camacho, Lara, Lutz, Sanchez, Elias  
NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None

REGULAR AGENDA: None

CLOSED SESSION(S): None

ADJOURNMENT:

Chairman Elias adjourned the Successor Agency to the Redevelopment Agency meeting at 7:39 p.m. in memory of Eduardo Macias, Roland Stumon Jr. and Vicente Fernandez. There being no objection it was so ordered.

AYES: Camacho, Lara, Lutz, Sanchez, Elias  
NOES: None

________________________________
Dr. Monica Sanchez, Chairman

ATTEST:

Anna M. Jerome, Agency Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Successor Agency regular meeting dated December 14, 2021 and approved by the Successor Agency on April 26, 2022.

Anna M. Jerome, Agency Secretary
To: Chairman and Directors
From: Executive Director
Meeting Date: April 26, 2022
Subject: REVIEW AND APPROVE A RESOLUTION RATIFYING THE CITY’S INVESTMENT POLICY FOR FISCAL YEAR 2022-2023

Recommendation:

1. Review and approve a resolution ratifying the City of Pico Rivera (City) Investment Policy for fiscal year (FY) 2022-23 governing investments for the City and the Successor Agency.

Fiscal Impact:

There is no cost associated with the adoption of this policy.

Background:

The City’s and Successor Agency’s Investment Policy is intended to provide guidelines for the prudent investment of the City's available resources and outline the policies for maximizing the efficiency of the City's cash management process. The ultimate goal of an Investment Policy is to enhance the City's economic status while protecting its pooled cash. In accordance with California Government Code Section 53646(a), an annual rendering of the City’s Investment Policy (Policy) shall be presented to the City Council for consideration at a public meeting. Additionally, the investment policy for the City and Successor Agency states that it will be reviewed at least annually and presented to the City Council for review and approval.

Discussion:

The primary objective of the Policy is to provide a framework of approved securities in which the City can legally invest. The Policy drives the cash, treasury and investment management functions of the City, and serves as a guide for setting and achieving program objectives, defining rules, establishing benchmarks and reducing exposure to risk. It is also important to note that rating agencies pay close attention to a city’s investment policy and portfolio in determining its credit rating, which is a key element when seeking financing options for the City.
The Policy is based on State of California Government Code Sections 53600 through 53609 and 53630 through 53686. These laws, as well as guidelines set forth by the Association of Public Treasurers of the United States and Canada, the California Municipal Treasurers Association (CMTA) and the Government Finance Officers Association (GFOA), have aided City staff in policy development. The state laws and established guidelines encompass a broad array of allowable investments and investment standards to suit the different needs of California's local agencies. The City's Policy is more conservative than what is allowed by state law as it further restricts the percentage of allowable credit investments. The Policy applies to the City's Pooled Investment Portfolio, Bond Proceeds Portfolio and the Special Districts Portfolio. These portfolios encompass all funds under the oversight of the City Treasurer or approved designee.

Currently, the City utilizes the services of Chandler Asset Management, the City's investment adviser, to invest and manage $26 million of the City's idle cash, which ranges from $50-$53 million. The remaining funds are invested in the Local Agency Investment Fund (LAIF) operated by the State Treasurer.

To ensure the portfolio's safety, the City only selects investments with the highest credit quality. The Chandler Managed Portfolio is comprised primarily of Treasury Securities and Federal Government-sponsored entity debt, otherwise known as federal agency securities. Federal agency securities, such as Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac), are regarded as among the safest securities in the global market.

Utilizing CMTA guidelines as well as the expertise of Chandler Asset Management, the investment policy is presented in Enclosure 2. State Government Code allows for a limited scope of investments since public funds are being invested, and the overall goal is the preservation of these funds. It is in the City's best interest to fully avail itself of the investments allowed per Government Code Section 53600, et seq.

The City submitted the attached investment policy to the CMTA after the City Council adopted it on June 22, 2021. It was independently evaluated by three (3) raters and was given a passing score by each rater. The passing score earned the City a “Certified” distinction.

Since then, neither the CMTA nor the California Government Code has updated their best practices recommendations. Chandler Asset Management also reviewed the policy and made no recommendations for any changes as the policy is still in line with best practices to ensure security, maintain liquidity, and seek yield where appropriate. Therefore, the City will keep the same policy, which adheres to CMTA’s best practices and demonstrates to external rating agencies that the City is committed to safeguarding taxpayer dollars and taking full advantage of investments, as allowed per Government
SUCCESSOR AGENCY TO PRRA AGENDA REPORT – MEETING OF APRIL 26, 2022
REVIEW AND APPROVE A RESOLUTION RATIFYING THE CITY’S INVESTMENT POLICY FOR FISCAL YEAR 2022-2023
Page 3 of 3

Code Section 53600, *et seq.*

The Administrative Services Department presents the monthly investment transaction report and the quarterly investment report to the City Council in line with the recommendations and requirements set by the CMTA and the State of California. City staff will continue reviewing the investment policy on an annual basis and present the investment transaction report monthly and the Schedule of Investment quarterly to the City Council.

**Conclusion:**

The City Council will consider adopting a resolution (Enclosure 1) ratifying the City’s Investment Policy for FY 2022-23 to help ensure the safety and liquidity of the City’s idle cash. The enclosed Investment Policy conforms to the State of California Government Code Sections 53600 through 53609 and 53630 through 53686. All permitted investment types are also represented within (Enclosure 2).

Steve Carmona

SC:AG:JG:ep

Enclosures: 1) Resolution  
2) Investment Policy
RESOLUTION NO. ______


WHEREAS, the City of Pico Rivera and the Successor Agency to the Dissolved Redevelopment Agency of the City of Pico Rivera (Successor Agency) have funds not required to satisfy immediate financial obligations; and

WHEREAS, the subject funds should be wisely and prudently invested in approved investment instruments; and

WHEREAS, the City and Successor Agency’s “Investment Policy” (the “Policy”), attached hereto as Enclosure (2) and made part of this Resolution, states it should be reviewed and approved by the City Council at least annually at a public meeting; and

WHEREAS, the City and Successor Agency’s Treasurer/Director of Administrative Services and the City’s outside investment advisor, Chandler Asset Management, have determined that the existing and amended Policy adequately complies with California Government Code Section 53600, et seq., government investment requirements; and

WHEREAS, the Policy was presented and considered by the City and Successor Agency for ratification at a duly noticed public meeting as required under Government Code Section 53646(a).

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

SECTION 1. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 26TH day of April, 2022.

_____________________________ ________________________________
Dr. Monica Sanchez, Chairman

ATTEST: APPROVED AS TO FORM:

Anna M. Jerome, Successor Agency Arnold M. Alvarez-Glasman, Successor Secretary Agency Counsel
AYES:
NOES:
ABSENT:
ABSTAIN:
Investment Policy for the City of Pico Rivera and Successor
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1.0 Policy

The purpose of this document is to provide guidelines for the prudent investment of the City and Successor Agency’s idle cash and outline policies for maximizing the efficiency of the City/Successor Agency’s cash management system. The ultimate goal is to ensure security, maintain liquidity, and seek yield where appropriate. This investment policy is in accordance with the provisions in Sections 16429.1 and 53600 through 53684 of the California Government Code. (For the purposes of the remainder of this policy, any reference to “City” is inclusive of the Successor Agency.)

2.0 Scope

Included in the scope of the City’s investment policy are the following major guidelines and practices to be used in achieving the City’s primary investment objectives:

- Investment Authority and Responsibilities
- Eligible Financial Institutions
- Authorized Investments
- Investment Parameters
- Cash Management
- Evaluation of Investment Performance
- Investment Reporting
- Investment Policy Review and Adoption

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Pico Rivera, Pico Rivera Successor Agency (formerly known as the Redevelopment Agency), Pico Rivera Housing Assistance Agency, the Pico Rivera Water Authority, and all other funds and investment activities under the direct authority of the Pico Rivera City Treasurer, except for bond proceeds which are governed by their respective indenture agreements.

Subject to the prior written consent and approval of the City Treasurer and City Manager,
financial assets held and invested by trustees or fiscal agents are excluded from this policy. However, such assets are nevertheless subject to the regulations established by the State of California pertaining to investments by local agencies as well as the related bond indentures.

3.0 Prudence
Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

“…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

Investment officers and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Investment officers or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.
4.0 Objective
In accordance with Government Code Section 53600.5, the primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

Safety
Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Credit Risk – is the risk of loss due to the failure of an issuer of a security. The City will minimize credit risk by:

- Limiting investments to the safest types of securities
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Market Rate Risk – is the risk of market fluctuations due to overall changes in the general level of interest rates. The City will minimize the market rate risk by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools

Liquidity
The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.
(dynamic liquidity). A portion of the portfolio also will be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short term funds.

**Yield**
The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The City will invest in relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not normally be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

**5.0 Delegation of Authority**
The City Council is responsible for the management of the City’s funds, including the administration of this investment policy. Management responsibility for the cash management of the City’s funds is hereby delegated to the Treasurer. The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.
The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City’s investment portfolio in a manner consistent with the City’s objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City’s overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio’s return and the cash flow requirements of the City.

6.0 Ethics and Conflicts of Interest

The City adopts the following policy concerning conflicts of interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Officers and employees involved in the investment process shall disclose to the City Clerk any material interest in financial institutions that conduct business with the City of Pico Rivera and they shall further disclose any personal financial/investment positions that could be related to the performance of the City’s investment portfolio.

Officers and employees shall not undertake personal investment transactions with the same individual with whom business is conducted on behalf of the City.

If there is an event subject to disclosure that could impair the ability of an officer or employee to make impartial decisions, the officer or employee must notify the City Manager in writing within ten (10) days.
7.0 Authorized Financial Dealers and Institutions
Pursuant to the State Code, Section 53601.5, the City shall transact business only with issuers, banks, savings and loans and registered investment securities dealers. The purchase of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State of California as a broker/dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The Director of Finance will maintain a list of financial institutions authorized to provide investment services to the City, will not give full discretionary authority to external investment managers and will not use external investment managers to purchase or sell securities or manage the City’s portfolio unless specifically approved by the City Council with a contract signed by the Mayor and City Attorney.

8.0 Authorized and Suitable Investments
Investment of City funds is governed by the California Government Code Sections 16429.1 and 53601. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 or five (5) years unless the City Council has granted prior express authority. The percentage limitations shall apply to investments at the time of purchase. This investment policy further restricts the permitted investments to those below:

**State Treasurer Local Agency Investment Fund (LAIF)**
Government Code Section 16429.1: The City may invest up to the maximum amount pursuant to LAIF policy. LAIF is a diversified investment pool administered by the California State Treasurer. Monies invested with LAIF are pooled with State monies in
order to earn the maximum rate of return consistent with safe and prudent treasury management. The City, Housing Authority and Successor Agency have separate accounts, so the combined limit is three times the LAIF Policy maximum.

**Local Government Investment Pools**
Government Code Section 53601(p): The City may invest in a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in 53601 (a) to (q), inclusive. There is no issuer limitation for Local Government Investment Pools.

**US Government and Federal Agency Obligations**
Government Code Sections 53601 (b) and (f): There is no limitation on the maximum of the City’s portfolio that may be invested in U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value. The maximum percent of agency callable securities in the portfolio will be 20%.

**Bankers Acceptances**
Government Code Section 53601 (g): Up to twenty percent (20%) of the City’s portfolio may be invested in Bankers Acceptances which are defined as bills of exchange or time drafts, drawn on and accepted by a commercial bank, which are eligible for purchase by the Federal Reserve System, although no more than 5% of the portfolio may be invested in Bankers Acceptances with any one commercial bank. Additionally, the maturity periods cannot exceed 180 days. Government Code Section 53601(g) allows 40% (30% with one bank).

**Municipal Securities**
Government Code Section 53601 (C): Up to 30% of the City’s portfolio may be invested in obligations of the City, the State of California and any local agency within in the State
of California. The securities must be “A” rated by one NRSRO. No more than 5% per issuer.

Government Code Section 53601 (D): Up to 30% of the City’s portfolio may be invested in obligations of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. The securities must be “A” rated by one NRSRO. No more than 5% per issuer.

**Commercial Paper**

Government Code Section 53601 (h): A maximum of twenty-five percent (25%) of the City’s portfolio may be invested in highest tier (e.g. A-1, P-1, F-1 or higher) commercial paper as rated by Moody’s, Standard and Poor’s or Fitch rating service. Issuing corporations must be organized and operating in the United States, have $500 million total assets, and have at least an “A” rating (by Moody’s, Standard and Poor’s or Fitch) on debt other than commercial paper. The maturity period cannot exceed 270 days. No more than 5% of the portfolio may be invested in any single issuer.

**Repurchase Agreements**

Government Code Section 53601 (j): Although permitted by State Statute, repurchase agreements and reverse repurchase agreements will not be used without prior City Council approval.

**Certificates of Deposit and Passbook Savings Accounts**

Government Code Section 53601 (i): There is no limit as to the amount of the investment portfolio that may be deposited in passbook savings accounts. Negotiable certificates of deposit are limited to thirty percent (30%) of the City’s monies which may be invested. For Negotiable certificates of deposits greater than the FDIC insured amount, the issuer
must be have short term ratings of “A-1” or long term ratings of “A” by a NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

**Corporate Medium Term Notes**
Government Code Section 53601 (k): A maximum of 30% of the City’s portfolio may be invested in corporate medium term notes. The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

**Asset Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations.**
Government Code Section 53601 (o): A maximum of 20% of the City’s portfolio may be invested in the above mentioned securities from issuers not defined in US Government and Federal Agency Obligations section. The securities must be rated “AA” or better by one NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

**Supranational Securities**
Government Code Section 53601 (q): A maximum of 20% of the City’s portfolio may be invested in Supranational securities. The City can only purchase US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated “AA” or better by one NRSRO. No more than 10% of the portfolio may be invested in any single issuer.
Money Market Funds
Government Code Section 53601 (l): Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec 80a-l et seq.) may be purchased if they meet the requirements of Government Code Section 53601 (l). No more than 20 percent of the total assets of the investments held by a local agency may be invested in mutual funds, and no more than 10 percent in any one mutual fund.

Other Investments
Other investments that are or become legal investments pursuant to State of California Government Code may be purchased only after the specific approval by the City Council.

Prohibited Investments
The City of Pico Rivera shall not invest in any investment instrument/pool/fund unless specifically allowed under the “Investment Types” section of this policy.

The City of Pico Rivera shall comply with Government Code Section 53631.5 which states, “[a] local agency shall not invest any funds pursuant to this article in inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages” and that “[a] local agency shall not invest any funds pursuant to this article in any security that could result in zero interest accrual if held to maturity.” Under a provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.

Legislative Changes
Any State of California legislative action that further restricts allowable maturities, investment types or percentage allocations will be incorporated into the City of Pico Rivera Investment Policy and supersede any and all previous applicable language. If the
City is holding an investment that is subsequently prohibited by a legislative change, the City may hold that investment, if it is deemed prudent by the Investment Officer, until the maturity date to avoid an unnecessary loss.

9.0 Review of Investment Portfolio
The securities held at the City of Pico Rivera must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8.0 Authorized and Suitable Investments subsequent to the date of purchase, The Treasurer shall at least annually review the portfolio to identify those securities that do not comply. The Treasurer shall establish procedures to report to the City of Pico Rivera and to its oversight committee, should one exist, major and critical incidences of noncompliance identified through the review of the portfolio.

10.0 Investment Pools/Mutual Funds
As stated, a thorough investigation of an investment pool or mutual fund is required prior to investing and on a continual basis. At a minimum, the following information shall be on file for each pool and/or mutual fund:

1. A description of eligible investment securities, and a written statement of investment policy and objectives;
2. A description of interest calculations, how interest is distributed, and how gains and losses are treated;
3. A description of how these securities are safeguarded (including the settlement process), and how often these securities are priced and the program audited;
4. A description of who may invest in the program, how often, and the size of deposits and withdrawals;
5. A schedule for receiving statements and portfolio listings;
6. Whether reserves, retained earnings, etc. are utilized by the pool/fund;
7. A fee schedule and when and how fees are assessed; and
8. Whether the pool/fund is eligible for bond proceeds and/or will it accept such proceeds.

11.0 Collateralization
California law requires that public funds be collateralized. The depository must secure its public fund accounts by maintaining with the agent of the depository government securities having a market value of at least one hundred ten percent (110%) of the value of the public fund accounts. If a depository uses mortgage-backed securities (i.e., promissory notes secured by first mortgages or first deeds of trust) as collateral for public deposits, the market value of the mortgage-backed securities must be at least one hundred fifty percent (150%) of the value of the public fund accounts.

The collateralization requirement may be waived to the extent that funds are federally insured (currently up to $250,000 per institution). For deposits equivalent to the maximum insured amount, security may also be waived for interest accrued on the deposit provided the interest is computed by the depository on the average daily balance of the deposits, paid monthly and computed on a 360-day basis.

12.0 Safekeeping and Custody
Securities will be held by an independent third-party custodian selected by the City as evidenced by safekeeping receipts in the City’s name and monthly reports from the custodian. All investment transactions shall be conducted on a delivery-versus-payment basis.

13.0 Diversification
The investments shall be diversified by:
• The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
• Avoiding investment in securities that have low ratings
• Investing in securities with varying maturities, and
• Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LAIF), or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

14.0 Maximum Maturities
In order to minimize the impact of market risk, it is intended that all investments will be held to maturity.

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances.

Investments may be sold prior to maturity for cash flow, appreciation purposes or in order to limit losses; however, no investment shall be made based solely on earnings anticipated from capital gains.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

15.0 Internal Controls
The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance
that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and recordkeeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian

16.0 Cash Management
To obtain a reasonable return on public funds, the following cash management practices will be followed:

- Maintain maximum investment of all City funds not required to meet immediate cash flow needs.
- Except for cash in certain restricted and special funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
- Maximize the City’s cash flow through immediate deposit of all receipts, use of direct deposit when available, and appropriate timing of payment to vendors.
Maximize cash flow information available through the use of only one operating bank account.

17.0 Performance Standards
The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City’s investment risk constraints and cash flow needs.

The investment portfolio shall be structured to optimize the return given the risk constraints and cash flow needs.

Investment performance shall be continually monitored and evaluated by the Investment Officer. Investment performance statistics and activity reports shall be generated on a quarterly basis for presentation to the City Council.

The Investment officer shall monitor and evaluate the portfolio’s performance relative to the chosen market benchmark(s), which will be included in the quarterly investment report. The Investment officer shall select an appropriate, readily available index to use as a market benchmark.

18.0 Reporting
Monthly transaction reports will be submitted by the Treasurer to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607. The City Treasurer shall prepare and submit a quarterly investment report to the City Council. This report will include the following elements relative to the investments held at quarter-end.

1. Face value
2. Security description
3. Coupon rate
4. Maturity date

5. Investment rating

6. Investment type

7. Purchase date

8. Cost of security

9. Purchase yield

10. Estimated market value

11. Amortized premium/discount

12. Statement relating the report to the Statement of Investment Policy

13. Statement of sufficiency of funds to meet the next six months’ obligations

19.0 Investment Policy Adoption

The Statement of Investment Policy shall be submitted annually to the City Council for adoption. The policy shall be reviewed at least annually to ensure its consistency with the overall objectives of the City and its relevance to current law and financial and economic trends. Any modifications made thereto must be approved by the City Council.
20.0 Glossary

**AGENCIES.** Shorthand market terminology for any obligation issued by a government-sponsored entity (GSE), or a federally related institution. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**ASKED.** The price at which a seller offers to sell a security.

**ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**BANKER’S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**BID.** The price at which a buyer offers to buy a security.

**BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.
CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor’s cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser’s agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components (“Stripped” coupons and principal). A derivative
is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

**Discount.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**Diversification.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**Duration.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

**Federal Funds Rate.** The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

**Federal Open Market Committee.** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

**Leverage.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**Liquidity.** The speed and ease with which an asset can be converted to cash.

**Local Agency Investment Fund (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

**Local Government Investment Pool.** Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

**Make Whole Call.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**Margin.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**Market Risk.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**Market Value.** The price at which a security can be traded.

**Marking to Market.** The process of posting current market values for securities in a portfolio.

**Maturity.** The final date upon which the principal of a security becomes due and payable.

**Medium Term Notes.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or
an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**Modified Duration.** The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio’s or security’s exposure to market risk.

**Money Market.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker’s acceptances) are issued and traded.

**Mortgage Pass-Through Securities.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**Municipal Securities.** Securities issued by state and local agencies to finance capital and operating expenses.

**Mutual Fund.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund’s prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund’s prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**Nationally Recognized Statistical Rating Organization (NRSRO).** A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment’s risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody’s.

**Negotiable CD.** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

**Premium.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.

**Prepayment Speed.** A measure of how quickly principal is repaid to investors in mortgage securities.

**Prepayment Window.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

**Primary Dealer.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

**Prudent Person (Prudent Investor) Rule.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters,
would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**REALIZED YIELD.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

**REGIONAL DEALER.** A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

**REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller’s point of view, the same transaction is a reverse repurchase agreement.

**SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer’s name.

**STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities, or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**TOTAL RATE OF RETURN.** A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

**TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

**TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**VOLATILITY.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.
YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.
APPENDIX 1

INVESTMENT PROCESS

The authorized investment officers as stated in accordance with the City of Pico Rivera Investment Policy, are responsible for administering an investment program which:

- Adheres to the Statement of Investment Policy
- Prioritizes safety and liquidity
- Determines risk and optimizes return
- Provides for a system of due diligence in making investment decisions.

Delivery vs. Payment – all trades of marketable securities will be executed by delivery vs. payment to ensure that securities are deposited in an eligible financial institution prior to the release of City funds.
A Regular Meeting of the Water Authority was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Meeting was jointly held with the City Council and Water Authority. Items appear as listed on the combined agenda for the meeting of April 12, 2022.

Authority President Dr. Sanchez called the meeting to order at 6:03 p.m.

PRESENT: Camacho, Elias, Lara, Lutz, Sanchez
ABSENT: None

PUBLIC COMMENTS: None

PUBLIC HEARING: None

CONSENT CALENDAR:

Water Authority:

7. Minutes:
   • Approved Water Authority meeting of March 8, 2022

8. PFAS Treatment Systems – Plants 1, 2 and Well 5 Project (CIP No. 50042) – Award Construction.

   1. Approved the plans and specifications for the PFAS Treatment Systems – Plants 1, 2 and Well 5 Project, CIP No. 50042;
   2. Awarded a construction contract for a not-to-exceed amount of $4,696,351.00 to Metro Builders & Engineers Group Ltd. (Metro Builders) for the PFAS Treatment Systems – Plants 1, 2 and Well 5 Project CIP No. 50042; and authorized the Executive Director to execute the contract agreement in a form approved by the City Attorney;
   3. Authorized the Public Works Director to process change orders, as needed, in an amount not-to-exceed $469,635.00 (approximately 10% of the total contract amount) for construction contingency; and
   4. Approved the Notice of Exemption (NOE) for the subject project and authorized the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA).

Agreement No. 22-60

Motion by Commissioner Camacho, seconded by Vice President Lutz to approve Consent Calendar Item Nos. 7 and 8. Motion carries by the following roll call vote:
AYES: Camacho, Elias, Lara, Lutz, Sanchez  
NOES: None  

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None  

REGULAR AGENDA: None  

ADJOURNMENT:  

President Dr. Sanchez adjourned the Water Authority meeting at 8:35 p.m. There being no objection it was so ordered.  

AYES: Camacho, Elias, Lara, Lutz, Sanchez  
ABSENT: None  

_______________________________  
Dr. Monica Sanchez, President  

ATTEST:  

Anna M. Jerome, Authority Secretary  

I hereby certify that the foregoing is a true and correct report of the proceedings of the Water Authority regular meeting dated April 12, 2022 and received and filed by the Water Authority on April 26, 2022.  

_______________________________  
Anna M. Jerome, Authority Secretary
To: President and Commissioners
From: Executive Director
Meeting Date: April 26, 2022
Subject: PFAS TREATMENT SYSTEMS - PLANTS 1, 2 AND WELL 5 PROJECT (CIP NO. 50042) – WRD GRANT PFAS REMEDIATION PROGRAM PARTICIPATION AGREEMENT

Recommendation:

1. Authorize the Executive Director to execute the Water Replenishment District of Southern California (WRD) PFAS Remediation Program Participation Agreement for the PFAS Treatment Systems - Plants 1, 2 and Well 5 Project, CIP No. 50042 (Project) for reimbursement in the amount of $5,853,000, in a form approved by the City Attorney, and all other documents necessary to fulfill the duties and obligations under the grant;

2. Adopt Financial Capability Resolution (Resolution) certifying that Pico Rivera Water Authority has adequate financial reserves and ability to cover any and all costs in excess of the WRD grant funding for the Project; and

3. Approve receipt and appropriation of WRD reimbursements totaling $5,853,000 to the Water Authority Fund Account No. 699.70.7340.54500-CIP50042.

Fiscal Impact:

PRWA's PFAS remediation project is included in the fiscal year (FY) 2021-22 Budget. Appropriations in the amount of $14,000,000 are available for the project, which includes $9,800,000 from the Water Fund (Fund 550) and $4,200,000 (Fund 699) anticipated from WRD grant funding. This action provides for $5,853,000 (Fund 699) in WRD grant funding for a new total available funding of $15,653,000. No additional funding is required at this time. There is no impact to the General Fund.

Background:

On May 23, 2019, the Pico Rivera Water Authority (PRWA) was required to monitor perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS), two (2) compounds within the per- and polyfluoroalkyl substances (PFAS) family of chemicals, by the State Water Resources Control Board (SWRCB) and the Department of Drinking
Water (DDW). The results showed that the levels for PFOS and PFOA had exceeded the notification levels set for PFOS at 13 parts per trillion (ppt) and PFOA at 14 ppt. On August 27, 2019, PRWA Commissioners were notified of California Health and Safety Code Section 116455 regarding the exceedance of the notification level (NL) for PFOS/PFOA and the detection levels in the groundwater supply. PRWA has continued to comply with SWRCB and DDW regulations including consumer notification of water quality in the Annual Consumer Confidence Report (CCR) and the required monitoring of each well.

In February 2020, DDW established a new NL of 5.1 ppt and 6.5 ppt for PFOA and PFOS, respectively. It has also established new Response Level (RL) of 10 ppt and 40 ppt for PFOA and PFOS, respectively as well as providing a tentative schedule to regulate PFOA and PFOS by establishing a maximum contaminate level (MCL’s) by winter of 2023.

On May 5, 2020, the SWRCB issued a General Order to monitor PRWA wells beginning in the third quarter of 2020. The SWRCB recommends the removal of wells from service, if the well exceeds the new NL of 5.1 ppt and 6.5 ppt for PFOA and PFOS, respectively. Additionally, the PRWA may be required to remove a well from service if the RL is 10 ppt and 40 ppt for PFOA and PFOS, respectively.

Discussion:

PRWA Staff have been working with the Water Replenishment District of Southern California (WRD) in application of a grant to partially fund the costs of designing and constructing improvements to PRWA’s water producing facilities for the removal of PFAS in drinking water wells that have concentrations above their respective Response Levels or Maximum Contaminant Levels.

On April 7, 2022, the WRD Board awarded the Pico Rivera Water Authority a grant in the amount of $5,853,000, approximately 54.5% of the eligible costs for the project, (treatment at Plant No. 1, Plant No. 2 and Well No. 5), of $10,737,673. In accordance with the WRD Funding Support Program, grant funding will be disbursed in the form of monthly reimbursements during construction.

In order to capitalize on potential additional grant funding, PFAS treatment of PRWA facilities has been split into two phases. The first phase, Phase I, (described above) and the second phase, Phase II, consisting of treatment at Plant No. 3. Phase II is anticipated to be in construction within 24 months, allowing time for application and potential award of future grant(s).

Project Schedule
The schedule for Phase I of the Project Construction is as follow:
Award Construction .................. April 12, 2022
Project Budget

The total estimated project costs and available funding for Phase I of the Project is summarized as follows:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I and II Design</td>
<td>$ 1,333,294</td>
</tr>
<tr>
<td>Phase I and II Pre-procured Equipment and Materials</td>
<td>$ 6,061,905</td>
</tr>
<tr>
<td>Phase I Construction</td>
<td>$ 4,696,351</td>
</tr>
<tr>
<td>Phase I Contingency (10%)</td>
<td>$ 469,635</td>
</tr>
<tr>
<td>Phase I Construction Management and Inspection</td>
<td>$ 280,705</td>
</tr>
<tr>
<td>Phase I Project Management</td>
<td>$ 50,000</td>
</tr>
<tr>
<td><strong>Total Estimated Project Cost</strong></td>
<td><strong>$12,891,890</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Authority (Fund 550)</td>
<td>$ 9,800,000</td>
</tr>
<tr>
<td>WRD Grant</td>
<td>$ 5,853,000</td>
</tr>
<tr>
<td><strong>Total Project Funding</strong></td>
<td><strong>$15,653,000</strong></td>
</tr>
</tbody>
</table>

Any remaining funding will be applied to the Phase II construction project.

Conclusion:

Staff has thoroughly reviewed the WRD PFAS Remediation Program Participation Agreement and Financial Capability Resolution for the PFAS treatment system improvements at Plant No. 1, Plant No. 2 and Well No. 5 and recommends approval of and adoption of the Financial Capability Resolution, which will allow WRD to reimburse PRWA monthly, for a total amount not-to-exceed $5,853,000.

Steve Carmona

SC:TR:GE:Il

Enclosures: 1) WRD PFAS Remediation Program Participation Grant Agreement
2) Financial Capability Resolution
This PFAS REMEDIATION PROGRAM PARTICIPATION AGREEMENT (the “Agreement”) is made and entered into this 7th day of April, 2022, (“Effective Date”) by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, a California Special District organized and existing pursuant to the Water Replenishment District Act, California Water Code Section 60000 et. seq. (“WRD”), and City of Pico Rivera ("Pumper"). WRD and Pumper are each a “Party” and collectively “Parties” to this Agreement.

A. WRD manages the West Coast and Central Groundwater Basins (“Basins”) in Los Angeles County in order to support a variety of beneficial uses. Much of the potable water supply currently used within WRD’s 420-square mile service area (“district”) is pumped groundwater. The Water Replenishment District Act (“WRD Act”) in the California Water Code authorizes WRD in Section 60220 et. seq. to take actions for the purpose of protecting and preserving the groundwater supplies within the district for beneficial use, a district may take any action, within the district, including but not limited to, capital expenditures to protect and preserve groundwater supplies.

B. A group of man-made substances known as per- and polyfluoroalkyl substances (“PFAS”), which include perfluorooctanoic acid (“PFOA”), perfluorooctane sulfonate (“PFOS”), and perfluorobutane sulfonic acid (“PFBS”), have been used in numerous consumer and industrial products since the 1940s.

C. Pumpers are governmental agencies (or a regulated public utility) that operate public water systems for the purpose of delivering potable water. They obtain water supply by pumping groundwater from Water Producing Facilities within the Basins.

D. The State of California, specifically the State Water Resources Control Board (“SWRCB”) Division of Drinking Water (“DDW”), has established Response Levels (“RL”) of 10 parts per trillion (“ppt”) for PFOA, 40 ppt for PFOS, and 5,000 ppt for PFBS. Assembly Bill 756, codified at Health and Safety Code Section 116378, and effective January 1, 2020, requires that community water systems, including Pumpers, either notify their customers of PFAS detections exceeding RLs or remove from service drinking water sources with PFAS exceeding...
On August 27, 2020, the SWRCB issued orders (General Order 2020-003-DDW) to many water producers, including Pumpers, requiring that the producers test the water they provide for PFAS.

E. In July 2021, the State of California Office of Environmental Health Hazard Assessment established Public Health Goals (“PHGs”) of 0.007 ppt for PFOA and 1 ppt for PFOS. PHGs are the first step in the regulatory process leading to DDW setting enforceable Maximum Contaminant Levels (“MCLs”).

F. PFAS compounds create a unique groundwater contamination issue that impacts many Pumpers. Without any action, PFAS impacted groundwater may migrate, affecting other Water Producing Facilities and larger portions of the Basins.

G. The Parties desire that the Basins continue to provide a groundwater supply of suitable quality to allow for the continuation of all existing and potential beneficial uses, and that complies with all State and Federal standards and relevant advisory levels. Quick and effective actions by WRD, in concert with Pumpers, are needed to remove, treat and control PFAS down to established regulatory limits while also removing them to prevent their contamination of other portions of the Basins.

H. The Parties recognize the necessity and commit to a high level of coordination to expeditiously design, construct, and operate PFAS treatment systems (“Treatment Systems”) to remove PFAS from the Basins where PFAS is detected in Water Producing Facilities.

I. Treatment of water containing PFAS helps mitigate the spread of contamination in the Basins and provides for the use of groundwater which serves as the most reliable and cost-efficient source of water, further decreasing our dependence on water imported from Northern California and the Colorado River.

J. As a result of DDW issuing RLs for PFOA, PFOS, and PFBS, potential issuance of new RLs for other PFAS, and anticipated State or Federal MCLs for PFAS, Pumpers have lost, or are anticipated to lose upon finalization of the MCLs for one or more PFAS, pumping capacity in one or more Water Producing Facilities due to the presence of PFAS. Given the magnitude of the PFAS problem within the Basins, and WRD’s desire to improve and protect the quality of the groundwater supplies within the district so that groundwater from the Basins may be beneficially used, WRD has developed, and is implementing through this Agreement and other actions, a new program that will allow WRD to assist Pumpers in treating groundwater containing PFAS by funding, contracting, and cooperating with Pumpers to develop and construct wellhead Treatment Systems such that water quality within the WRD service area will be improved (“Program”), and

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2 DDW’s February 2020 guidance directs community water systems to test for PFAS using EPA Method 537.1 and notes that DDW defines PFAS “as those analytes included in EPA Method 537.1.”
such that Pumpers can continue to beneficially use groundwater from the Basins after the treatment for drinking water purposes.

K. WRD has the authority under California Water Code Section 60224 “for the purpose of protecting and preserving the groundwater supplies within the district for beneficial uses, a district may take any action, within the district, including, but not limited to, capital expenditures and legal action, within the district, including, but not limited to, capital expenditures and legal actions, which in the discretion of the board is necessary or desirable to accomplish any of the following: (a) Prevent contaminants from entering the groundwater supplies of the district, whether or not the treat is immediate; (b) Remove contaminants from the groundwater supplies of the district; (c) Determine the existence, extent, and location of contaminants in, or which may enter, the groundwater supplies of the district; (d) Determine Persons, whether natural persons or public entities, responsible for those contaminants; (e) Perform or obtain engineering, hydrologic, and scientific studies for any of the foregoing purposes.” WRD hereby takes the actions contemplated in this Agreement pursuant to the authority conferred by the referenced section and its powers as provided by the WRD Act.

L. WRD has determined that certain portions of the Basins in the vicinity of Pumpers’ Water Producing Facilities are polluted by PFAS, and that entering into this Agreement with Pumpers will encourage beneficial use of groundwater polluted by PFAS that would otherwise not be used while improving the quality of water supplies within the district.

M. WRD and Pumper mutually desire to enter into this Agreement pursuant to the WRD Act to document the Program responsibilities of the Parties in the construction and operation of PFAS Treatment Systems, systems that the Parties will use to treat or remove PFAS, thereby improving the quality of groundwater supplies within the district.

N. This Program Agreement sets forth the terms and general requirements for participation in the WRD PFAS Remediation Program and the terms and basis for the Program.

The Parties therefore agree as follows:

1. The Recitals above are deemed true and correct and are hereby incorporated in this Agreement as though fully set forth herein. The Parties agree that the actions that will be taken pursuant to this Agreement are reasonable and necessary to accomplish the goals and objectives of the WRD Act.
2. PURPOSE.

2.1 Facilitation of Basins-Wide Treatment. WRD and Pumper intend to facilitate treatment of the Basins groundwater which has been impacted by the detection of PFAS. WRD will coordinate and fund planning and treatment efforts pursuant to the terms of this Agreement.

2.2 PFAS Compounds and Reopener. The Parties recognize the necessity of and commit to a high level of coordination, to expeditiously design, construct and operate PFAS Treatment Systems to remove PFAS from the Basins where PFAS is detected in a Pumper’s (existing or anticipated) Water Producing Facilities that exceed an applicable RL or MCL. The Parties acknowledge that additional compounds within the PFAS family may become regulated during the term of this Agreement.

3. PROGRAM.

3.1 Participation Options.

WRD through this Program awards participant Pumpers the option of participating in one of two program options, as designated in the Specific Project Details attached hereto as Exhibit A:

1. Funding Support Program: WRD to provide funding only, based on the agreed upon project, either in an agreed upon lump sum at project completion and close out or through the issuance of progress payments in accordance with an agreed upon capital expenditure timeline. Pumper shall be reimbursed for pre-approved Treatment System design and construction (“Pumper-Built”).

2. Turnkey Program: WRD to provide planning, design, building and management of the construction of Treatment Systems through project completion. WRD shall fund all costs up to the support limit the Pumper is awarded through the Program. Pumper is responsible for paying any and all costs for the project that exceeds the amount awarded through the Program (“WRD-Built”).

3.2 Program Funding:

Program funding for either of the two program options identified above shall be governed by the funding limit calculation described below and the provisions set forth in Exhibit
A. In the event that the specifics contained in Exhibit A are inconsistent with the provisions of this Agreement, the specifics in Exhibit A shall control.

1. Funding shall be based on the most recent three (3) full water year average of pumping (July 1 to June 30) (“Water Year”) from the affected well site as reported to Watermaster. In the event that the subject well has been shut down due to PFAS, the funding shall be based on a two-year average of pumping reported to Watermaster from the affected well site, utilizing the most recent two years of operation. For any new well that does not have a full Water Year of historical production, WRD and the Pumper who owns the new well shall meet and confer to determine the appropriate level of production for such well that will be considered in determining funding to be provided under this Agreement.

2. Funding shall be based on the following formula:
   \[ \text{Pumping average (as reported to Watermaster)} \times 1,000 \text{ per acre foot} = \text{Funding Amount}. \]
   At the sole discretion of WRD, the funding amount may be decreased or increased if additional funding is available, as detailed in Exhibit A.

3. All funding under this Program shall be subject to a five million dollar ($5,000,000) limit per Pumper.

4. Pumpers shall be responsible for any and all operations and maintenance costs and any costs not specifically provided for in the Program. This Program is for capital costs only for PFAS Treatment Systems.

3.3 Conditions for Funding Applicable to both Program Options:

1. Provision of licensed engineers condition assessment as to the condition of the well and the associated distribution system, and viability for operation through the requirements of this Program. A condition assessment will be completed prior to the completion of system design.

2. Requirements as set forth in this Agreement and the specific requirements of the Program option selected.

3. The governing body of Pumper shall adopt a Financial Capability Resolution (“Resolution”) that certifies that Pumper has adequate financial reserves and ability to cover any and all costs in excess of the WRD funding identified in Section 3.2 of this Agreement. A template
for the Resolution shall be provided to Pumper by WRD. The adopted Resolution shall be a stand-alone resolution with language that may not be altered from the language provided in the template. No reimbursements shall be made to Pumper until the adopted Resolution is submitted to WRD.

4. Pumper shall submit to WRD a completed PFAS Funding Application (“Application”) that is signed and dated prior to executing this Agreement. WRD shall utilize the completed Application to initiate the review process. Pumper shall ensure that their Application contains accurate and complete information in order to avoid delays in processing their funding request.

4. TURNKEY PROGRAM (“WRD-BUILT”).

4.1 Funding. WRD shall fund the reasonable cost to design and construct the Treatment System subject to program funding limitations in Section 3.2, except for costs as described in Section 4.3. WRD, at 30% design, will evaluate cost and project viability in conjunction with Pumper’s ability to cover costs in excess of program funding. Pumper shall demonstrate the ability to fund all costs in excess of program funding identified in Section 3.2.

4.2 CEQA/NEPA. In connection with the proposed Treatment System for impacted wells, the Parties agree that the Pumper shall act as lead agency for CEQA/NEPA compliance. All aspects of CEQA/NEPA compliance shall be borne by the Pumper.

4.3 Property Acquisition, Entitlements.

A. Land and Rights of Way. Each Pumper shall secure at its expense any land and/or right of way necessary to construct the Treatment System.

B. Entitlements. Each Pumper shall obtain at its expense all land use entitlements and permitting necessary to construct the Treatment System.

C. Property Conditions for WRD-Built Treatment System. If Pumper chooses a WRD-Built Treatment System, then WRD will have no obligation to design or construct the Treatment System until Pumper has demonstrated it has obtained lands and land use entitlements sufficient to permit construction of the Treatment System.

4.4 WRD-Built Facilities. The provisions of this Section 4.4 apply to PFAS treatment facilities that Pumper elects to have WRD design and build.
A. Design. WRD will consult with and seek input from Pumper on the design and construction of the Treatment System. Pumper shall support and assist WRD in hiring design consultants and designing the Treatment System, but WRD will have reasonable authority and discretion to determine the Treatment System final design. If Pumper desires to construct additions or enhancements to the Treatment System beyond what WRD determines as appropriate for this Program, Pumper shall be responsible for any and all costs for this portion of the project. The level of treatment selected by WRD must allow Pumper to treat regulated PFAS to comply with RLs or MCLs, unless special circumstances dictate an alternative approach.

B. Property Rights. Pumper shall provide WRD with temporary property rights over any site necessary for construction, staging, and laydown for the Treatment System Project. These temporary property rights will be in the form of a license, temporary construction easement, or other property right sufficient to provide for WRD’s control of the site during construction.

C. Advertising and Award of Construction Contracts. WRD shall advertise, where required by the WRD Act, and award construction contracts for construction of the Treatment System. Pumper shall support and assist WRD in these efforts and shall expeditiously provide, at no cost to WRD, any documents necessary for procurement and construction.

D. Administration and Inspection. WRD will administer the necessary contracts to construct the Treatment System, including reviewing and responding to contractor requests for information or requests for clarification, reviewing and approving shop drawings, and filing a Notice of Completion. WRD shall provide all construction and inspection for the Treatment System.

E. Transfer of Treatment System. Upon filing the Notice of Completion for the Treatment System, WRD will transfer the constructed and operating Treatment System to Pumper with an appropriate legal instrument and a quitclaim of any property rights obtained under Section 4.4. WRD shall provide Pumper with copies of all applicable Operation and Maintenance (“O&M”) manuals and record drawings for the Treatment System in WRD’s possession. WRD shall also transfer to Pumper any manufacturer’s warranties on equipment included in the Treatment System.

F. Upon Pumper’s receipt of the legal instrument and quitclaim of property rights, Pumper shall be solely responsible for ensuring the proper operation, maintenance, and repair of the Treatment System.

G. Warranty, Post-Construction Remedies. WRD will assist with any construction defect claims not attributable to the negligence or willful misconduct of Pumper for one year after the date of filing of the Treatment System Notice of Completion. The Parties will
also, to the extent they deem prudent, jointly pursue any statutory construction defect remedies against third-party designers and contractors.

H. DDW Permit Assistance. WRD will support and assist Pumper with technical information in modifying Pumper’s DDW operating permit to account for and authorize the new Treatment System as part of Pumper’s public water system. Pumper will be solely responsible for any and all DDW permit compliance.

5. FUNDING SUPPORT PROGRAM ("PUMPER-BUILT").

The provisions of this Section 5 apply to PFAS treatment facilities that Pumper elects to design and build with program funding identified in Section 3.

5.1 As a requirement of funding under the Funding Support Program, the Pumper must have a designated licensed professional engineer responsible for all project management and program oversight (aside from any design engineer retained for this Project).

5.2 WRD Acceptance of Design. Pumper shall hire their own licensed engineers, designers, consultants, contractors and prepare and submit to WRD for acceptance of a condition assessment and conceptual design with all applicable analysis and basis for the Treatment System. WRD shall review and provide acceptance of Program compliant designs in writing within thirty (30) days. All designs to the extent possible should be scalable in a manner to address compliance with future requirements. Once conceptual design for Pumper’s proposed Treatment System is approved by WRD, Pumper will coordinate with WRD in the planning and final design of the Treatment System. Pumper shall then prepare and submit the final design to WRD for approval. WRD shall participate in Pumper’s project meetings as necessary to obtain WRD’s final approval of the Treatment System in an expeditious manner so as not to delay Pumper’s design and construction of the Treatment System. WRD shall review and approve the final design, if deemed reasonable and effective, in writing, within thirty (30) days. WRD shall have the right to place reasonable conditions on the final design approval.

5.3 Construction. Upon WRD’s approval for the final design, Pumper shall advertise, award, and ensure timely completion of all necessary contracts to construct the Treatment System in accordance with all applicable laws and procurement regulations. Pumper shall notify WRD upon the award of the construction contract and upon recording the Notice of Completion. Pumper shall hire a construction manager for the Project and said construction manager shall share information and reports with WRD upon request. If Pumper has a certified construction manager on staff, Pumper may utilize said staff member after providing WRD with proof of certification.
5.4 Pumper shall contract directly with all entities required to build their own system. WRD will not provide any assistance other than the funding identified in Section 3. Usage of the funding shall be limited to capital costs only. Any funds used for non-capital costs shall be refunded to WRD and shall be subject to cost recovery actions by WRD with the Pumper responsible for any and all costs borne by WRD in such action.

5.5 Funding. WRD shall provide funding in the form of reimbursement to Pumper at either completion of the project or in the form of monthly reimbursements. If Pumper desires monthly reimbursements, then Pumper must submit billings to WRD each month for eligible expenses with backup documentation. Review and payment of the submission shall be conditioned on the receipt of documentation to the satisfaction of WRD evidencing the work completed and payment by Pumper to the vendor for the reimbursement sought. WRD shall withhold a five percent (5%) retention on each payment made and shall release said retention within sixty (60) days of completion of construction and demonstration of successful operations and compliance and satisfaction of any and all WRD requests and compliance with the terms of this Agreement and the terms of any other program documents. Project retention shall not apply when the Pumper has selected one lump sum reimbursement at completion of the project.

6. PROGRAM OPERATIONS & MAINTENANCE OBLIGATIONS.

6.1 Twenty (20)-Year Term.

A. Pumper shall maintain groundwater production to meet the Annual Pumping Requirement as specified in Exhibit A for a minimum period of twenty (20) years following the filing of the Notice of Completion.

B. Pumper shall operate, maintain, and repair the Treatment System(s) for the earlier of:

(1) Twenty (20) years following the filing of the Notice of Completion; or

(2) Until water produced from the impacted wells meets, without treatment, RLRs or MCLs for PFAS.

6.2 Operating Standards.

A. WRD recognizes that in the normal course of operating a water system, the Treatment System and impacted wells may need to be turned off for routine maintenance, seasonal demands, emergencies, accommodating in-lieu imported water deliveries, and major repairs. Each Pumper agrees to operate the Treatment System in a manner consistent with industry
standards and take actions in the same manner as a reasonably prudent water system operator, with the understanding that the Treatment System funded by WRD is intended to be regularly used for daily treatment of groundwater as long as PFAS exceeds an RL or MCL in the Basins in the vicinity of the well. The Parties understand and agree that Treatment Systems constructed or funded by WRD are not intended to be used as “stand by” Treatment Systems.

B. All Treatment Systems constructed or funded by WRD must operate and produce the pumping volumes as identified in Item 4 in Exhibit A, “Annual Pumping Requirement”. For the purposes of determining compliance with the Annual Pumping Requirement, a rolling average of the most recent three (3) full water years since initiation of PFAS treatment shall be used.

C. By August 31st of each year, Pumper shall file an annual report with WRD on compliance and operations of the Treatment System(s) and impacted well(s), including at a minimum, the amounts of water produced and treated, groundwater production to meet the Annual Pumping Requirement, and quantity of PFAS removed from the water produced in the prior Water Year. This annual report shall be submitted to WRD for the entire period of the 20-year term as discussed in Section 6.1.

D. If a Treatment System does not produce the Annual Pumping Requirement, as identified in Exhibit A, Pumper must make a presentation to the WRD Budget Advisory Committee (BAC) and Technical Advisory Committee (TAC) explaining the circumstances that have led to the failure to produce the Annual Pumping Requirement and describing a plan to reach compliance in the shortest time frame possible, or to adjust the Annual Pumping Requirement and the terms of this Agreement based on applicable circumstances.

E. If Pumper is unable to achieve the requisite pumping required (under production) subject to any actions and adjustments made pursuant to section 6.2(D), then Pumper shall reimburse WRD for its funding pursuant to the terms of this agreement within two (2) years as of the date the pumping default first occurred. The amount of reimbursement shall be calculated in accordance with Footnote 3.

6.3 Compliance, Permits, Testing, Reporting. Pumper shall obtain and comply with any and all regulatory permits, permissions, or approvals necessary to operate and maintain the Treatment System. Pumper shall operate and maintain the Treatment System in accordance with state and federal regulatory requirements, prevailing industry standards, required maintenance practices, and equipment manufacturer recommendations and requirements. Pumper shall perform required water quality testing and reporting to verify the successful operation of the Treatment System to comply with regulatory requirements. A failure to maintain compliance shall result in a default of the operations requirements outlined in this section. Pumper shall also provide operational reporting as requested by WRD. Annually, within forty-five (45) days of the close of the fiscal year, Pumper shall provide the quantity of water pumped, treated, and served, and the
levels of PFAS removed and entering the product water stream. Product water quality shall meet all regulatory and permitting requirements.

7. **FINANCIAL.**

7.1 **Capital Costs—Payment and Reimbursement.**

A. **Prior Cost Reimbursement for Qualifying Work Completed Prior to Funding.** WRD will pay as up-front costs all planning, design, construction, and start-up costs as described above, except for the costs for property rights, land use entitlements, additions, permits, Pumper staff time, other project enhancements, or as otherwise described in this Agreement up to the identified funding level. All requests for payment of up-front costs shall be deducted from the funding amount identified in Section 3.2. Pumper shall be responsible for any and all costs and fees in excess of the identified funding amount in Section 3.2.

B. **Pumper-Built Facilities—Reimbursement.** WRD shall reimburse Pumper for reasonable professional services as determined by WRD in its sole discretion for the planning, design, construction, and start-up of Treatment System on the agreed upon payment basis. WRD shall pay reimbursements subject to retention to the Pumper within thirty (30) days of receiving adequate documentation from the Pumper in compliance with Section 5.5. Pumper shall maintain all records, backup, and project information until project completion and close out, pursuant to the terms of this Agreement.

1. **Authorized expenses** include, but may not be limited to:
   (a) Planning costs, (b) design costs, and (c) construction costs inclusive of start-up and commissioning.

2. **Unauthorized expenses** not eligible for reimbursement shall include:
   (a) Pumper’s staff time; (b) direct or indirect overhead type expenses for staff; (c) costs not primarily attributable to Treatment System design and construction, and (d) any and all costs related to O&M or existing systems, deferred maintenance, or existing site conditions.

C. **Submission Requirements.** All reimbursement submissions shall be in the manner identified and requested by WRD, with all backup and documentation requested and specified by WRD.
7.2 Grants.

A. WRD Sought. WRD may seek federal, state, or other grant funding to offset costs of the PFAS program contemplated by this Agreement. Each Pumper shall support and assist WRD, as requested by WRD, to obtain any grants that may be used by WRD to fund construction. Grant funds received by WRD will be used to fund WRD’s costs of planning, design, and construction of Treatment Systems, unless otherwise required by the terms of that grant. Pumper agrees to comply with any and all conditions imposed by any funding sources secured by WRD, including but not limited to Federal and WIFIA.

B. Pumper Support to WRD-Sought Grants. Each Pumper shall support and assist WRD in preparing any annual reports or documents necessary for WRD to comply with grants received for the PFAS Program. Subject to the requirements of this Section, no provisions in this Agreement will prevent a Pumper from applying for grants or loans from any source.

C. Pumper-Sought Funding. All Pumpers are encouraged to seek third-party funding for Treatment System-related expenses. If Pumper receives any grants or other third-party funding beyond Pumper’s contribution to the total project cost, the Pumper shall utilize these funds to reimburse WRD for its contribution to the project.

7.3 Records Retention, Audit. The Parties shall keep and maintain all records, accounts, and reports relating to this Agreement for a period of at least ten (10) years after the date of a final judgment or final settlement resolving any and all litigation related to PFAS cost recovery initiated per Agreement. The Parties will have access to these records at any time during normal business hours upon ten (10) calendar days’ notice. At its cost, any Party may audit the books, records and accounts of the Party relating to its performance of this Agreement, and the audited Party shall provide reasonable cooperation to the auditing Party in this regard.

8. RISK ALLOCATION.

8.1 Insurance.

A. Construction Activities. In the hiring of consultants and contractors to design and build the Treatment System, the hiring or contracting Party will have the other Party (WRD, if Pumper-Built, or the designing/building Pumper, if WRD-Built) included as an additional indemnitee and additional insured on the same basis and with the same limits in all contracts. The hiring Party will use the higher of the two Parties’ standard limits for the purpose of coverage requirements. For example, in connection with a WRD-Built Treatment System, WRD shall have Pumper named as an additional indemnitee and an additional insured in all consulting and construction contracts related to the Pumper’s Treatment System. In connection with a Pumper-Built Treatment System, Pumper shall have WRD named as an additional
indemnitee and an additional insured in all consulting and construction contracts. The hiring or contracting Party shall provide the other Party with proof of insurance, including additional insured endorsements.

B. Parties’ Coverage. Each Pumper shall take out and maintain in effect at all times during the term of this Agreement comprehensive general liability insurance in an amount not less than $2 million per occurrence, for bodily injury, death and property damage associated with the operation and maintenance of the Treatment Facilities and impacted wells, naming WRD as an additional insured under such policy. An endorsement evidencing this insurance coverage shall be furnished to WRD prior to WRD or Pumper commencing construction on a Treatment System. The cost of insurance shall not be a reimbursable cost of the project.

8.2 Indemnity.

A. By Pumper:

(1) Each Pumper shall defend, indemnify and hold WRD harmless from and against any and all actions, suits, claims, demands, judgments, attorney’s fees, costs, damages to person or property, losses, penalties, obligations, expenses or liabilities (collectively, “Claims”) that may be asserted or claimed by any third party arising out of the negligent or reckless performance or implementation of this Agreement by Pumper except for Claims arising out of or relating to the design or construction of a Treatment System where WRD designed or constructed the Treatment System.

(2) Pumper shall indemnify, defend, and hold WRD harmless from any liability, or regulatory enforcement attributable, in whole or in part, to Pumper’s failure to properly operate and maintain the Treatment System and impacted wells.

B. By WRD:

(1) WRD shall defend, indemnify, and hold Pumper harmless from and against any and all Claims that may be asserted or claimed by any third party arising out of the negligence or reckless performance or implementation of this Agreement by WRD.

8.3 Release and Hold Harmless.

A. Pumper’s Release of WRD.

(1) Pumper hereby releases WRD, its officers, directors, employees, agents, and representatives, from any and all liability, known or unknown, arising out of, or otherwise attributable to the discovery and/or presence of PFAS in source water from the Basins, Pumper’s Water Producing Facilities, and Pumper’s potable or non-potable water system before,
during, or after treatment. Such release shall include, but is not limited to, claims or litigation initiated by third parties against Pumper or WRD, and any other legal, administrative, or regulatory actions associated with WRD’s performance of its obligations under this Agreement.

B. No Admission of Liability. Nothing contained herein shall be deemed an admission of liability by any Party to this Agreement.

8.4 PFAS Litigation.

A. WRD has commenced litigation against responsible parties, including chemical manufacturers of PFAS, in order to recover costs from persons responsible for placing PFAS into the stream of commerce and/or the environment where it could make its way into the Basins (“Damages”). Pumper shall support, coordinate, assist, and comply with all reasonable WRD requests regarding WRD’s cost recovery litigation related to pursuit of Damages associated with PFAS.

B. Pumper shall not assert claims against WRD in any litigation related to PFAS, or otherwise knowingly take positions that could result in WRD or other Pumpers incurring liability related to PFAS as a result of the position asserted by the Pumper in the Separate Litigation.

C. The Parties hereby agree that any monies provided by WRD to Pumper pursuant to this Agreement shall be reimbursed (without interest) to the WRD from any monetary recovery for PFAS Impacted Well(s) received by Pumper as a result of any litigation. The reimbursement shall be paid to WRD from any such recovery whether via judgment or settlement and it shall be reimbursed from Pumper’s net monetary recovery from said litigation. To the extent that the Pumper’s net monetary recovery does not exceed the monies provided by WRD as contemplated by Section 3.2 of this Agreement, Pumper shall proportionately reimburse WRD from its settlement or judgment for PFAS Impacted Well(s). The purpose of this provision is to ensure that under no circumstance shall Pumper owe WRD any reimbursement greater than any net monies that it receives as the result of a judgment or settlement arising from its pending litigation as defined herein. In addition, should Pumper fail to monetarily recover from the pending litigation for any reason, then Pumper shall not owe any reimbursement to WRD for monies paid to Pumper as part of this Agreement.

9. EXPIRATION AND TERMINATION.

This Agreement expires twenty (20) years from the filing of the Notice of Completion. Pumper may terminate this Agreement upon providing ninety (90) days written notice to WRD. However, if Pumper terminates this Agreement prior to the date of expiration, Pumper shall reimburse WRD for all of WRD’s unrecovered costs in constructing the Treatment
System using the methodology described in Footnote 3, plus any other reasonable expenses incurred by WRD as a result of the early termination.

10. NOTICE.

Any notice, instrument, payment, or document required to be given or delivered under this Agreement shall be given or delivered by personal delivery or by depositing the same in a United States Mail depository, first class postage prepaid, and addressed to the appropriate Party. Notice under this Agreement may also be provided to such other address as any Party may direct in writing to the other. Service of any instrument or document given by mail will be deemed complete upon receipt if delivered personally, or forty-eight (48) hours after deposit of such instrument or document in a United States mail depository, first class postage prepaid, and addressed as set forth above.

11. MISCELLANEOUS.

11.1 Further Assurances. The Parties shall execute and deliver any documents and cooperate in performing any acts necessary to further the intent of this Agreement.

11.2 Time is of the Essence. Time is of the essence in performing all obligations under this Agreement.

11.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which is an original. All signatures taken together will be considered as one and the same agreement.

11.4 Force Majeure. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by riots, fire, flood, earthquakes, power outages, or terrorism.

11.5 Dispute Resolution. Any dispute arising from or relating to this Agreement shall be submitted to final binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The Parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The arbitrator will have no power to rewrite any of the terms of this Agreement. The Parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both Parties agree to having

3 The reimbursement shall be based on the following formula: [Annual Pumping Requirement (subject to any adjustment pursuant to Section 6.2) x 20-year term) – total water produced by Pumper pursuant to the terms of this Agreement] x $1,000.00 per acre foot (or the final funding amount per acre foot as specified in Exhibit A).
the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

11.6 **Successors and Assigns.** All of the terms, conditions, and provisions of this Agreement inure to the benefit of and will be binding upon WRD, Pumper, and their respective successors and assigns.

11.7 **No Implied Waivers.** If any term, condition, or provision of this Agreement is breached by either Party and thereafter waived by the other Party, that waiver will be limited to the specific breach so waived, and will not be deemed either to be a continual waiver or to waive any other breach under this Agreement.

11.8 **No Obligation to Third Parties.** The approval, execution, and performance of this Agreement does not confer any rights upon any person or entity other than WRD and Pumpers. There are no third-party beneficiaries to this Agreement. Pumper’s obligations under this Agreement are to WRD only, unless otherwise specifically stated herein (e.g., requirement to release or provide notice to other Pumpers).

11.9 **Nature of Relationship.** This Agreement does not create, and will not be construed or deemed to create any agency, partnership, joint venture, landlord-tenant, or other relationship between WRD and any Pumper except as specified in this Agreement.

11.10 **Integration, Construction and Amendment.** This Agreement represents the entire understanding of WRD and Pumper as to the design and construction of PFAS treatment facilities for the impacted wells. No prior oral or written understanding will be of any force or effect with respect to those matters covered by this Agreement. This Agreement will be construed as if drafted by both WRD and Pumper.

11.11 **Modification, Variance, and Most Favored Nation Provisions.** Unless specifically authorized herein, this Agreement may not be modified, altered, or amended unless in writing signed by authorized representatives of both WRD and all Pumpers, except that WRD and any individual Pumper may enter into a Pumper-specific “Variance” that will be applicable only with respect to WRD and that specific Pumper. Except for where site-specific circumstances require unique considerations, WRD shall interpret and administer this Agreement in a similar manner with each Pumper. At least thirty (30) days prior to approving any proposed Variance, WRD will provide written notice of the proposed Variance to the other Pumpers and provide each with an opportunity to opt into the same terms of that Variance. Upon approval of any Variance, WRD shall provide a fully executed version of the Variance to each Pumper that has opted in under the Variance.
11.12 **Severability.** Each provision of this Agreement is severable from the whole. If any provision of this Agreement is found contrary to law, the remainder of this Agreement will continue in full force.

11.13 **Authority.**

A. Pumper hereby agrees that funding provided by WRD per this Agreement is in furtherance of WRD’s purpose of treating/purifying water in the Basins to facilitate beneficial use of locally produced groundwater in order to increase production of groundwater containing PFAS from the Basins—to levels typical prior to setting of RLs for PFAS, and that Pumper’s production of water from the Basins is in lieu of Pumper taking water from an alternative non-tributary source, thereby furthering WRD’s efforts to remove or eliminate PFAS contaminants from the Basins.

B. By entering into this Agreement, each Party represents that it, and to the best of its understanding the other Parties to this Agreement, have proper legal authority to enter into this Agreement and to fund the work described herein. Each person executing this Agreement on behalf of a Party warrants that they are: (1) duly authorized to execute and deliver this Agreement on behalf of that Party, (2) by executing this Agreement, that Party is formally bound to the provisions of this Agreement, and (3) entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. No individual signing this Agreement shall have individual liability under this Agreement. As a condition of entering this Agreement, all Parties expressly waive any future challenge to the legal authority of the other Parties to enter into this Agreement, or to the authority of any other Party to fund the programs described in this Agreement.

11.14 **Construction and Amendment.** The terms of this Agreement will be construed in accordance with the plain meaning of the language used and will not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and will not be construed to limit or extend the meaning of the terms, covenants, and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing.

11.15 **No Admissions.** Nothing in this Agreement may be deemed an admission.

11.16 **Effective Date and Binding Effect.** The date WRD executes this Agreement shall be the Effective Date of this Agreement. Each Party executing the Agreement thereafter shall be bound by, and benefit from, the terms of this Agreement on the date that Party executes the Agreement, notwithstanding that other Parties have not yet executed the Agreement. No Party shall be bound by this Agreement until such Party has executed this Agreement, nor shall any Party that has executed this Agreement owe any contractual duty to any Party that has not yet executed.
this Agreement until such other Party executes this Agreement. The timelines referenced in Section 6.1 of this Agreement shall begin to run on the date a Pumper executes this Agreement if such date is after the Effective Date.

11.17 Electronic Signatures. Any Party may execute this Agreement using an “electronic signature,” as that term is defined in California Civil Code Section 1633.2, or a “digital signature,” as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. Nothing in this Agreement requires any Party to use or accept the submission of any subsequent or related document containing an electronic or digital signature where written notice is otherwise required by this Agreement.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first written above.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

_________________________                      _______________________
Signature                          Signature
John D.S. Allen                  Vera Robles DeWitt
Print Name                         Print Name
President, Board of Directors    Secretary, Board of Directors
Title                              Title

CITY OF PICO RIVERA (“PUMPER”)

_________________________
Signature

_________________________
Print Name

_________________________
Title

Approved As To Form
LEAL TREJO APC

Attorneys for the Water Replenishment
District of Southern California
EXHIBIT A
SPECIFIC PROJECT DETAILS

1. PROJECT DELIVERY METHOD
   Pumper has elected to participate in the Funding Support Program.

2. PROJECT DESCRIPTION
   The “Project” shall consist of the design and construction of three separate treatment systems
   (ion exchange [IX]) for the removal of per- and polyfluoroalkyl substances (PFAS) from the
   Pumper’s productions wells, specifically Wells W1, W2, W3, W4, and W5 (“Impacted
   Wells”). The Project has been initiated and is expected to be completed by April 2023.
   Pumper has provided further details regarding the Project in the Funding Application,
   attached hereto as Exhibit B to this Agreement.

3. FUNDING AMOUNT
   Based on the required submissions under the Program, WRD has authorized funding to the
   Pumper in the amount not to exceed five million eight hundred fifty-three thousand dollars
   ($5,853,000), as shown as the Summary of Project Costs attached hereto as Exhibit C to this
   Agreement. This funding amount equates to $1,700 per acre feet of annual average pumping
   from the PFAS-impacted wells proposed for treatment. Based on the costs shown in Exhibit
   C, the “Reasonably Expected Maximum Principal Cost” has been determined to be ten
   million seven hundred thirty-seven thousand six hundred seventy-three dollars
   ($10,737,673).

4. ANNUAL PUMPING REQUIREMENT
   Based on the required submissions under the Program, the Annual Pumping Requirement in
   accordance with Section 6 of this Agreement shall be 4,324 acre feet per year (requisite
   pumping amount) of groundwater production in the entire distribution system. For the
   purposes of determining compliance with the Annual Pumping Requirement, a rolling
   average of the most recent three (3) full water years since initiation of PFAS treatment shall
   be used.

5. REIMBURSEMENT
   In accordance with the Funding Support Program, Pumper has selected funding in the form
   of monthly reimbursements. Monthly reimbursements shall be equivalent to the proportion
   or percentage of Funding Amount to the Reasonably Expected Maximum Principal Cost, as
   shown by the formula below. This percentage is calculated to be 54.5%. The five percent
   (5%) retention shall not be applied.

   Monthly Reimbursement = Progress Payment Requested x (WRD Funding Amount / Reasonably Expected Maximum Principal Project Cost)
6. OTHER

In satisfaction of other PFAS Remediation Program requirements not discussed above, Pumper shall provide a signed verification letter acknowledging compliance with the intent of these requirements. The letter must be in a form acceptable to WRD prior to receiving any funding under this Agreement. No reimbursements shall be released to Pumper until this signed verification letter is received by WRD.
EXHIBIT B
PFAS FUNDING APPLICATION
(COMPLETED AND SUBMITTED BY PUMPER)
WRD PFAS Remediation Program

FUNDING APPLICATION - Section 1

APPLICANTS: Please complete all cells highlighted in yellow.

Applicant Information

<table>
<thead>
<tr>
<th>Agency/Authority</th>
<th>Name</th>
<th>Address</th>
<th>City, State ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fico Rivers Water Authority (City of Pico Rivera)</td>
<td>6615 Passons Blvd</td>
<td>Pico Rivera, CA 90660</td>
<td></td>
</tr>
</tbody>
</table>

Date: 5/27/2021  
Applicant Name: Adrian Rodriguez  
Phone: 562-801-4462  
Email: adrian.rodriguez@pico-rivera.org

Summary of Proposed Treatment System(s) and Funding

There are two types of WRD funding available for production wells that have been impacted with PFAS:

F: Funding-Only: WRD shall provide grant funding to pumpers so they can construct treatment systems

T = Turnkey: WRD shall design and construct treatment systems for the pumper

Total number of PFAS treatment systems requested for funding from WRD: 3

### Proposed Treatment System(s)

<table>
<thead>
<tr>
<th>No.</th>
<th>Proposed Treatment System Name/ID</th>
<th>Location of Treatment System (street address, city, zip)</th>
<th>Identify the Wells That Will Be Treated by Each Treatment System (gpm)</th>
<th>Proposed Flow Rate of Treatment System (gpm)</th>
<th>Type of WRD PFAS Funding Requested (F or T)</th>
<th>Total Project Cost</th>
<th>Total Amount of WRD PFAS Program Funding Requested</th>
<th>Total Amount of Funding from Other Sources (e.g., grants, etc.)</th>
<th>Describe Status or Completion of Project</th>
<th>Project Start Date</th>
<th>Project Completion Date</th>
<th>Name of Project Mgr (must be licensed Professional Engineer)</th>
<th>Phone and Email of Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Pico Rivera ID-1910042</td>
<td>8739 Colfano Rd Pico Rivera, CA 90660</td>
<td>25/12W-13A015 25/12W-12A055</td>
<td>4000</td>
<td>F</td>
<td>$4,958,747.84</td>
<td>$4,958,747.84</td>
<td>$0.00</td>
<td>90% Design</td>
<td>1-Dec-20</td>
<td>30-Apr-23</td>
<td>Jacob's Engineering Cindy Yeager</td>
<td>(510) 289-1750 <a href="mailto:cindy.yeager@jacob.com">cindy.yeager@jacob.com</a></td>
</tr>
<tr>
<td>2</td>
<td>City of Pico Rivera ID-1910042</td>
<td>8316 Washington Blvd Pico Rivera, CA 90660</td>
<td>25/12W-23A045 25/12W-23A085</td>
<td>4000</td>
<td>F</td>
<td>$4,433,619.87</td>
<td>$4,433,619.87</td>
<td>$0.00</td>
<td>90% Design</td>
<td>1-Dec-20</td>
<td>30-Apr-23</td>
<td>Jacob's Engineering Cindy Yeager</td>
<td>(510) 289-1750 <a href="mailto:cindy.yeager@jacob.com">cindy.yeager@jacob.com</a></td>
</tr>
<tr>
<td>3</td>
<td>City of Pico Rivera ID-1910042</td>
<td>8305 Slauson Ave Pico Rivera, CA 90660</td>
<td>25/12W-26A075</td>
<td>1500</td>
<td>F</td>
<td>$1,345,305.29</td>
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<td>90% Design</td>
<td>1-Dec-20</td>
<td>30-Apr-23</td>
<td>Jacob's Engineering Cindy Yeager</td>
<td>(510) 289-1750 <a href="mailto:cindy.yeager@jacob.com">cindy.yeager@jacob.com</a></td>
</tr>
<tr>
<td>4</td>
<td></td>
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</tr>
</tbody>
</table>

TOTAL: $10,737,673.00  
$10,737,673.00

Applicant Acknowledgement and Signature

I hereby certify that I am an authorized representative of the Applicant, and that I am authorized by the Applicant to execute this PFAS Funding Application. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, construction, acquisition and/or improvement of the proposed treatment system(s), and am acting for and on behalf of the Applicant in executing this Application. I certify that I am familiar with the proposed treatment system(s) and that all information contained herein is true, correct, and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these responses or attached documentation. I understand that the foregoing information and attached documentation will be relied upon by WRD and their representatives.

Authorized Representative Signature: Steve Carmona, City Manager  
Print Name and Title  
Date: 2/22/20
# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 2

**APPLICANTS:** Please complete all cells highlighted in yellow.

### Existing Well, Pump, and Site Information

Total number of wells requiring funding from WRD for PFAS treatment: 5

Please complete the summary table below regarding the wells requiring funding for PFAS treatment.

<table>
<thead>
<tr>
<th>#</th>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Common Well Name/ID</td>
<td>Well No.1</td>
<td>Well No. 2</td>
<td>Well No. 3</td>
<td>Well No. 4</td>
<td>Well No. 5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2</td>
<td>State Well ID</td>
<td>2S/12W-12A01S</td>
<td>2S/12W-12A05S</td>
<td>2S/12W-23B04S</td>
<td>2S/12W-23B08S</td>
<td>2S/12W-26D07S</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>WRD Well ID (if known)</td>
<td>200053</td>
<td>200054</td>
<td>200088</td>
<td>200089</td>
<td>200099</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Total Well Depth (feet)</td>
<td>300</td>
<td>360</td>
<td>586</td>
<td>600</td>
<td>611</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Screen Interval (feet)</td>
<td>176'-284'</td>
<td>174'-314'</td>
<td>288'-566'</td>
<td>281'-572'</td>
<td>234'-598'</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>6</td>
<td>No. of Perforated Intervals</td>
<td>4</td>
<td>4</td>
<td>6</td>
<td>6</td>
<td>8</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>7</td>
<td>Year Installed</td>
<td>1950</td>
<td>1956</td>
<td>1955</td>
<td>1960</td>
<td>1970</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>8</td>
<td>Well Diameter (inches)</td>
<td>18</td>
<td>18</td>
<td>20</td>
<td>20</td>
<td>18</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>9</td>
<td>Well Log Available? (Y or N)</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Has the well ever been rehabilitated? (Y or N)</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>11</td>
<td>If so, how many well rehabs have been conducted?</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>3</td>
<td>2</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>12</td>
<td>Date of most recent well rehab, if applicable. Please submit all well maintenance records.</td>
<td>2019</td>
<td>2016</td>
<td>NA</td>
<td>2021</td>
<td>2018</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>#</td>
<td>No.:</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
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<tr>
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<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>1</td>
<td>Common Well Name/ID</td>
<td>Well No.1</td>
<td>Well No. 2</td>
<td>Well No. 3</td>
<td>Well No. 4</td>
<td>Well No. 5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>13</td>
<td>Is the well sanding? (Y or N)</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>14</td>
<td>Describe condition of well and casing</td>
<td>Good</td>
<td>Good</td>
<td>Poor</td>
<td>Large hole in casing at 560ft</td>
<td>Good/Fair small holes in casing at 580ft</td>
<td>Good</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Is the well currently operating / pumping? (Y or N)</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>16</td>
<td>If no, when was the well last pumped?</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Has the well ever been shut down for any extended periods? (Y or N)</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>18</td>
<td>Provide dates and reason(s) for the well shutdown(s) (NA if not applicable)</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Describe condition of pump(s). Please submit all historical pump maintenance records.</td>
<td>Good</td>
<td>Good</td>
<td>NA</td>
<td>Good</td>
<td>Good</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
**WRD PFAS Remediation Program**  
**FUNDING APPLICATION - Section 2**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Existing Well, Pump, and Site Information**

Total number of wells requiring funding from WRD for PFAS treatment: 5

Please complete the summary table below regarding the wells requiring funding for PFAS treatment.

<table>
<thead>
<tr>
<th>#</th>
<th>No.:</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<th>7</th>
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<td>Well No. 3</td>
<td>Well No. 4</td>
<td>Well No. 5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>20</td>
<td>Describe current disinfection method, including chemical systems</td>
<td>Calcium Hypochlorite 65%</td>
<td>Calcium Hypochlorite 65%</td>
<td>Calcium Hypochlorite 65%</td>
<td>Calcium Hypochlorite 65%</td>
<td>Calcium Hypochlorite 65%</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>21</td>
<td>Is there an existing treatment system? (Y or N)</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>22</td>
<td>If yes, describe what is currently being treated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>23</td>
<td>Describe the current control system, i.e. SCADA, VFDs, etc.</td>
<td>SCADA, Soft Start</td>
<td>SCADA, VFD</td>
<td>SCADA, Soft Start</td>
<td>SCADA, VFD</td>
<td>SCADA, VFD</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>24</td>
<td>Have there been any site modifications (civil, electrical, mechanical) since the well was installed? (Y or N) If yes, describe.</td>
<td>Yes, Plant No. 1 Electrical Panel Replacement, Electrical wiring for Well No. 1</td>
<td>Yes, Plant No. 1 Electrical Panel Replacement</td>
<td>Yes, Plant No. 2 Electrical Panel Replacement</td>
<td>Yes, Plant No. 2 Electrical Panel Replacement</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
**WRD PFAS Remediation Program**  
**FUNDING APPLICATION - Section 2**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Existing Well, Pump, and Site Information**

Total number of wells requiring funding from WRD for PFAS treatment: **5**

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<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>25</td>
<td>Is or will the well be pilot tested for the proposed PFAS treatment system? (Y or N)</td>
<td>N</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>26</td>
<td>If yes, describe the pilot testing</td>
<td>NA</td>
<td>RSSCT Testing</td>
<td>NA</td>
<td>RSSCT Testing</td>
<td>RSSCT Testing</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>27</td>
<td>Describe other key considerations regarding the well, pump(s), control system, chemical system, site, etc.. (NA if there is no further information)</td>
<td>Well No. 1 Scheduled for Summer 2021 for Motor and Pump Upgrade</td>
<td>NA</td>
<td>Well No. 3 Scheduled for Summer 2021 Well Rehabilitation and Motor Upgrade</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
### Water Quality Information

Describe the historical water quality in the table below.

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>No. 1</th>
<th>No. 2</th>
<th>No. 3</th>
<th>No. 4</th>
<th>No. 5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PFOA (ng/L)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RL = 10 ppt or ng/L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>Min.</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>10</td>
<td>13</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Max.</td>
<td>11</td>
<td>9</td>
<td>10</td>
<td>16</td>
<td>15</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td></td>
<td>Avg.</td>
<td>9.2</td>
<td>8.25</td>
<td>5</td>
<td>12.33</td>
<td>14</td>
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<tr>
<td>2020</td>
<td>Min.</td>
<td>6.7</td>
<td>11</td>
<td>11</td>
<td>12</td>
<td>13</td>
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<td>NA</td>
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</tr>
<tr>
<td></td>
<td>Max.</td>
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<td>17</td>
<td>17</td>
<td>18</td>
<td>20</td>
<td>NA</td>
<td>NA</td>
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<td>NA</td>
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<tr>
<td></td>
<td>Avg.</td>
<td>7.65</td>
<td>13.25</td>
<td>13.25</td>
<td>15</td>
<td>16.5</td>
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<tr>
<td>2021</td>
<td>Min.</td>
<td>6.1</td>
<td>9.6</td>
<td>9.9</td>
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<tr>
<td></td>
<td>Max.</td>
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<td>10</td>
<td>11</td>
<td>13</td>
<td>14</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td></td>
<td>Avg.</td>
<td>6.5</td>
<td>9.8</td>
<td>10.45</td>
<td>12.5</td>
<td>14</td>
<td>NA</td>
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<td>NA</td>
<td>NA</td>
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<td><strong>PFOS (ng/L)</strong></td>
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<td></td>
</tr>
<tr>
<td>RL = 40 ppt or ng/L</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>Min.</td>
<td>30</td>
<td>30</td>
<td>20</td>
<td>21</td>
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<td>NA</td>
<td>NA</td>
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<td>NA</td>
</tr>
<tr>
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<td>Max.</td>
<td>45</td>
<td>46</td>
<td>24</td>
<td>34</td>
<td>21</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Avg.</td>
<td>38</td>
<td>41.25</td>
<td>22</td>
<td>28</td>
<td>20.5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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</tr>
<tr>
<td>2020</td>
<td>Min.</td>
<td>30</td>
<td>37</td>
<td>21</td>
<td>28</td>
<td>25</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Max.</td>
<td>39</td>
<td>53</td>
<td>31</td>
<td>35</td>
<td>29</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Avg.</td>
<td>34</td>
<td>41.75</td>
<td>25.25</td>
<td>32</td>
<td>27.25</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2021</td>
<td>Min.</td>
<td>33</td>
<td>37</td>
<td>20</td>
<td>26</td>
<td>20</td>
<td>NA</td>
<td>NA</td>
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<td>NA</td>
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<tr>
<td></td>
<td>Max.</td>
<td>33</td>
<td>40</td>
<td>20</td>
<td>28</td>
<td>21</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Avg.</td>
<td>33</td>
<td>38.5</td>
<td>20</td>
<td>27</td>
<td>20.5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2019</td>
<td>Min.</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Max.</td>
<td>14</td>
<td>11</td>
<td>5.3</td>
<td>9.4</td>
<td>ND</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Avg.</td>
<td>8.025</td>
<td>4.5</td>
<td>2.65</td>
<td>4.56</td>
<td>ND</td>
<td>NA</td>
<td>NA</td>
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</tr>
</tbody>
</table>
### Water Quality Information

Describe the historical water quality in the table below.

<table>
<thead>
<tr>
<th>No.</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Common Well Name/ID</strong></td>
<td>Well No. 1</td>
<td>Well No.2</td>
<td>Well No.3</td>
<td>Well No.4</td>
<td>Well No.5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td><strong>PFBS (ug/L)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RL = 5 ug/L or ppb</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2020</strong></td>
<td>Min.</td>
<td>7.9</td>
<td>8.4</td>
<td>5.9</td>
<td>6.3</td>
<td>6.1</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Max.</td>
<td>9.5</td>
<td>9.6</td>
<td>8.4</td>
<td>8.2</td>
<td>9.5</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td></td>
<td>Avg.</td>
<td>8.3</td>
<td>8.925</td>
<td>6.9</td>
<td>7.4</td>
<td>7.75</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td><strong>2021</strong></td>
<td>Min.</td>
<td>8.4</td>
<td>8.8</td>
<td>6.1</td>
<td>6.1</td>
<td>6.9</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Max.</td>
<td>8.7</td>
<td>8.8</td>
<td>6.2</td>
<td>6.5</td>
<td>7.1</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Avg.</td>
<td>8.55</td>
<td>8.8</td>
<td>6.15</td>
<td>6.3</td>
<td>7</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Identify other contaminants of concern (NA if not applicable)</strong></td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

**NOTES:**

- PFOA = Perfluorooctanoic Acid
- PFOS = Perfluorooctanesulfonic Acid
- PFBS = Perfluorobutane Sulfonic Acid
- ng/L = nanograms per liter
- ug/L = micrograms per liter
- ppt = parts per trillion
- ppb = parts per billion

Will the proposed PFAS treatment system be addressing other contaminants of concern? (Y or N)

- N

Describe other key considerations regarding water quality. (NA if there is no further information)

- NA

Page 3-2
Well Production Information

Describe the historical and current production information. Please note that the Fiscal Year period is from July 1 - June 30.

### Fiscal Year 2019 - 2020 (AF per month)

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>Well No. 6</th>
<th>Well No. 11</th>
<th>Well No. 12</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min.</td>
<td>1161.00</td>
<td>954.00</td>
<td>1779.00</td>
<td>877.00</td>
<td>707.00</td>
<td>NA</td>
<td>1217.00</td>
<td>743.00</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Max.</td>
<td>1197.00</td>
<td>1213.00</td>
<td>2092.00</td>
<td>1111.00</td>
<td>1169.00</td>
<td>NA</td>
<td>1363.00</td>
<td>1063.00</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Avg.</td>
<td>1132.29</td>
<td>1118.38</td>
<td>1951.17</td>
<td>1087.92</td>
<td>957.00</td>
<td>NA</td>
<td>1279.17</td>
<td>997.63</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

### Fiscal Year 2020 - 2021 (AF per month)

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>Well No. 6</th>
<th>Well No. 11</th>
<th>Well No. 12</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min.</td>
<td>4.94</td>
<td>115.43</td>
<td>1.03</td>
<td>2.55</td>
<td>0.07</td>
<td>NA</td>
<td>2.27</td>
<td>24.32</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Max.</td>
<td>15.19</td>
<td>186.09</td>
<td>16.09</td>
<td>52.54</td>
<td>NA</td>
<td>15.93</td>
<td>118.72</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Avg.</td>
<td>10.09</td>
<td>149.12</td>
<td>6.04</td>
<td>16.17</td>
<td>NA</td>
<td>5.34</td>
<td>75.19</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

### Fiscal Year 2017 - 2018 (AF per month)

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>Well No. 6</th>
<th>Well No. 11</th>
<th>Well No. 12</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min.</td>
<td>1.86</td>
<td>89.4</td>
<td>0.03</td>
<td>0</td>
<td>NA</td>
<td>1.17</td>
<td>20.64</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Max.</td>
<td>146.13</td>
<td>171.18</td>
<td>8.07</td>
<td>64.41</td>
<td>NA</td>
<td>6.10</td>
<td>100.16</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>Avg.</td>
<td>14.44</td>
<td>145.06</td>
<td>4.75</td>
<td>23.41</td>
<td>NA</td>
<td>2.97</td>
<td>58.40</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

### Fiscal Year 2019 - 2020 (AF per month)

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>Well No. 6</th>
<th>Well No. 11</th>
<th>Well No. 12</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min.</td>
<td>2.7</td>
<td>9.34</td>
<td>2.7</td>
<td>77.13</td>
<td>0.07</td>
<td>NA</td>
<td>1.38</td>
<td>0.38</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Max.</td>
<td>14.17</td>
<td>104.03</td>
<td>164.41</td>
<td>44.4</td>
<td>NA</td>
<td>12.13</td>
<td>101.30</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>Avg.</td>
<td>6.92</td>
<td>67.01</td>
<td>4.89</td>
<td>124.83</td>
<td>NA</td>
<td>5.84</td>
<td>50.97</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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</tbody>
</table>

### Fiscal Year 2020 - 2021 (AF per month)

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>Well No. 6</th>
<th>Well No. 11</th>
<th>Well No. 12</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min.</td>
<td>58.65</td>
<td>804.16</td>
<td>58.65</td>
<td>1497.96</td>
<td>248.74</td>
<td>NA</td>
<td>70.11</td>
<td>611.63</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>Max.</td>
<td>134.93</td>
<td>142.55</td>
<td>7.58</td>
<td>145.05</td>
<td>121.51</td>
<td>NA</td>
<td>8.52</td>
<td>136.95</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Avg.</td>
<td>34.94</td>
<td>112.31</td>
<td>4.29</td>
<td>91.35</td>
<td>55.46</td>
<td>NA</td>
<td>4.70</td>
<td>66.07</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

### Total

<table>
<thead>
<tr>
<th>Common Well Name/ID</th>
<th>Well No. 1</th>
<th>Well No. 2</th>
<th>Well No. 3</th>
<th>Well No. 4</th>
<th>Well No. 5</th>
<th>Well No. 6</th>
<th>Well No. 11</th>
<th>Well No. 12</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min.</td>
<td>839.09</td>
<td>1347.70</td>
<td>51.48</td>
<td>1096.22</td>
<td>665.54</td>
<td>4.70</td>
<td>56.41</td>
<td>792.86</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Max.</td>
<td>839.09</td>
<td>1347.70</td>
<td>51.48</td>
<td>1096.22</td>
<td>665.54</td>
<td>4.70</td>
<td>56.41</td>
<td>792.86</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Avg.</td>
<td>839.09</td>
<td>1347.70</td>
<td>51.48</td>
<td>1096.22</td>
<td>665.54</td>
<td>4.70</td>
<td>56.41</td>
<td>792.86</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
## Well Production Information

Describe the historical and current production information. Please note that the Fiscal Year period is from July 1 - June 30.

<table>
<thead>
<tr>
<th>No.:</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Common Well Name/ID</td>
<td>Well No. 1</td>
<td>Well No. 2</td>
<td>Well No. 3</td>
<td>Well No. 4</td>
<td>Well No. 5</td>
<td>Well No. 6</td>
<td>Well No. 11</td>
<td>Well No. 12</td>
<td>NA</td>
</tr>
<tr>
<td>Has well production been reduced recently? (Y or N)</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>If yes, provide reason(s) for reduced pumping</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Is the well expected to be pumped at the same flow rate once the PFAS treatment system is constructed and operating? (Y or N)</td>
<td>No, The well will be rehabilitated to maximize flow with existing equipment and production will alternate between wells</td>
<td>No, The well will be rehabilitated to maximize flow with existing equipment and production will alternate between wells</td>
<td>No, The well will be rehabilitated to maximize flow with existing equipment and production will alternate between wells</td>
<td>No, Production will alternate between wells</td>
<td>Yes, Single well plant.</td>
<td>No, The untreated production will be suspended. The balance of historical production of this well will be accommodated for in the system by the increase in capacities of Wells 1 - 5.</td>
<td>No, The untreated production will be suspended. The balance of historical production of this well will be accommodated for in the system by the increase in capacities of Wells 1 - 5.</td>
<td>No, The untreated production will be suspended. The balance of historical production of this well will be accommodated for in the system by the increase in capacities of Wells 1 - 5.</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Describe other key considerations regarding well production. (NA if there is no further information)</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

### NOTES:
- gpm = gallons per minute
- AF = acre feet
### Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

<table>
<thead>
<tr>
<th>#</th>
<th>Treatment System (TS) No.:</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposed PFAS Treatment System (TS) Name/ID</td>
<td>Plant No. 1 Gallatin Rd</td>
<td>Plant No. 2 Washington Blvd</td>
<td>Well No. 5 Slauson Ave</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2</td>
<td>Identify the Wells That Will be Treated by Each Treatment System</td>
<td>Well No. 1 and Well No. 2</td>
<td>Well No. 3 and Well No. 4</td>
<td>Well No. 5</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Type of Treatment System (GAC or IX)</td>
<td>IX</td>
<td>IX</td>
<td>IX</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Anticipated flow rate of the treatment system (gpm)</td>
<td>Min 500gpm - Max 4,000gpm</td>
<td>Min 500gpm - Max 4,000gpm</td>
<td>Min 500gpm - Max 1500 gpm</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Will the proposed treatment system be addressing other contaminants in addition to PFAS? (Y or N) If yes, identify the contaminants.</td>
<td>PFAS, PFOA</td>
<td>PFAS, PFOA</td>
<td>PFAS, PFOA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>6</td>
<td>Is there an existing treatment system at the proposed project site? (Y or N) If yes, describe.</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>7</td>
<td>If applicable, does the proposed project include upgrades or modifications to any existing treatment systems? (NA or Y or N) If yes, describe.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>8</td>
<td>Does the proposed project include upgrades or modifications to the disinfection system? (Y or N) If yes, describe.</td>
<td>Yes, one chlorinator system will be used and one system will be removed. New pipeline and electrical will be installed for disinfection system to operate</td>
<td>Yes, one chlorinator system will be used and one system will be removed. New pipeline and electrical will be installed for disinfection system to operate</td>
<td>Yes, New pipeline and electrical will be installed for disinfection system to operate</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>9</td>
<td>Does the proposed project include upgrades or modifications to the well(s)? (Y or N) If yes, describe.</td>
<td>N</td>
<td>Yes, Well No 3 well head base raising per AWWA standards</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
# Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

<table>
<thead>
<tr>
<th>#</th>
<th>Treatment System (TS) No.:</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposed PFAS Treatment System (TS) Name/ID</td>
<td>Plant No. 1 Gallatin Rd</td>
<td>Plant No. 2 Washington Blvd</td>
<td>Well No. 5 Slauson Ave</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Does the proposed project include upgrades or modifications to the pump(s)? (Y or N) If yes, describe.</td>
<td>Yes, Well No. 1 will increase motor to 150hp, new bowl assembly, shaft, column and discharge head to maximize flow for production. New electrical installed to carry full load.</td>
<td>Yes, Well No. 3 will increase motor to 250hp motor, new bowl assembly, shaft, column and discharge head to maximize flow. New electrical wiring will also be installed to carry full load.</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Does the proposed project include upgrades or modifications to the control system? (Y or N) If yes, describe.</td>
<td>Yes, SCADA modifications for operating valves, flow rates, motor controls and meter reading</td>
<td>Yes, SCADA modifications for operating valves, flow rates, motor controls and meter reading</td>
<td>Yes, SCADA modifications for operating valves, flow rates, motor controls and meter reading</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>12</td>
<td>Does the proposed project include upgrades or modifications to the chemical or disinfection system? (Y or N) If yes, describe.</td>
<td>Yes, one chlorinator system will be used and one system will be removed. New pipeline and electrical will be installed for disinfection system to operate</td>
<td>Yes, one chlorinator system will be used and one system will be removed. New pipeline and electrical will be installed for disinfection system to operate</td>
<td>Yes, New pipeline and electrical will be installed for disinfection system to operate</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>13</td>
<td>Will the proposed project include other major facility or site modifications (e.g. demolition, piping, electrical, mechanical) not identified above? (Y or N) If yes, describe all major tasks.</td>
<td>Yes, Pipeline modifications for distribution system and treatment facility</td>
<td>Yes, Pipeline modifications for distribution system and treatment facility</td>
<td>Yes, Pipeline modifications for distribution system and treatment facility</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>14</td>
<td>Has a Preliminary Design or Basis of Design Report been prepared? (Y or N) If so, please submit to WRD.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Has a licensed design engineer been retained or assigned yet? (Y or N) If no, what is the anticipated date the design engineer will be retained?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
## Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

<table>
<thead>
<tr>
<th>#</th>
<th>Treatment System Name/ID</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposed PFAS Treatment System (TS) Name/ID</td>
<td>Plant No. 1 Gallatin Rd</td>
<td>Plant No. 2 Washington Blvd</td>
<td>Well No. 5 Slauson Ave</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>16</td>
<td>If available, provide name of design engineering firm</td>
<td>Jacob's Engineering</td>
<td>Jacob's Engineering</td>
<td>Jacob's Engineering</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Provide name of DDW Engineer that will approve or permit the proposed PFAS treatment system</td>
<td>Dmitriy Ginzburg, P.E. District Engineer SWRCB, Division of Drinking Water</td>
<td>Dmitriy Ginzburg, P.E. District Engineer SWRCB, Division of Drinking Water</td>
<td>Dmitriy Ginzburg, P.E. District Engineer SWRCB, Division of Drinking Water</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>18</td>
<td>Have you begun discussions with DDW for permitting the proposed PFAS treatment system? (Y or N) If no, provide date of when discussions will commence.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Has a construction contractor been retained yet? (Y or N) If no, what is the anticipated date the contractor will be retained?</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>20</td>
<td>If available, provide name of construction firm</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>21</td>
<td>Have the treatment vessels been ordered yet? (Y or N) If no, what is the anticipated date the vessels will be ordered?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>22</td>
<td>If available, provide name of vessel supplier</td>
<td>AqueoUS Vets</td>
<td>AqueoUS Vets</td>
<td>AqueoUS Vets</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
## Summary of Proposed PFAS Treatment Systems

Provide a general description of the PFAS treatment system(s) required, including major project elements. The phrase "project" refers to each of the treatment systems.

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<th>Treatment System (TS) No.</th>
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<th>5</th>
</tr>
</thead>
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<tr>
<td>1</td>
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<td>Plant No. 1 Gallatin Rd</td>
<td>Plant No. 2 Washington Blvd</td>
<td>Well No. 5 Slauson Ave</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>23</td>
<td>Has a construction mgmt firm been retained yet? (Y or N) If no, provide anticipated date of when the construction mgmt firm will be retained?</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>24</td>
<td>If available, provide name of construction mgmt firm</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>25</td>
<td>Provide miscellaneous information regarding each Treatment System project (NA if there is no further information). For Turnkey Projects, applicant may insert the major tasks required for their treatment system.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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</table>
## Summary of Proposed Project Schedules

<table>
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<th>Treatment System (TS) No.:</th>
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<td>Plant No. 1 Gallatin Rd</td>
<td>Plant No. 2 Washington Blvd</td>
<td>Well No. 5 Slauson Ave</td>
<td>NA</td>
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</tr>
<tr>
<td>2</td>
<td>Project start date</td>
<td>December 2020</td>
<td>December 2020</td>
<td>December 2020</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>3</td>
<td>If project has commenced, describe current status</td>
<td>Design</td>
<td>Design</td>
<td>Design</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>4</td>
<td>% Completion with Conditions Assessment</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>5</td>
<td>Start Date for Conditions Assessment</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>6</td>
<td>Completion Date for Conditions Assessment</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>7</td>
<td>% Completion with Conceptual Design</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>8</td>
<td>Start Date for Conceptual Design</td>
<td>December 2020</td>
<td>December 2020</td>
<td>December 2020</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>9</td>
<td>Completion Date for Conceptual Design</td>
<td>February 2021</td>
<td>February 2021</td>
<td>February 2021</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>% Completion with Design</td>
<td>90%</td>
<td>90%</td>
<td>90%</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>11</td>
<td>Start Date for Design</td>
<td>April 2021</td>
<td>April 2021</td>
<td>April 2021</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>12</td>
<td>Completion Date for 100% Design</td>
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<td>December 2021</td>
<td>December 2021</td>
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<tr>
<td>13</td>
<td>% Completion with Pilot Testing</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>14</td>
<td>Start Date for Pilot Testing</td>
<td>January 2021</td>
<td>January 2021</td>
<td>January 2021</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Completion Date for Pilot Testing</td>
<td>June 2021</td>
<td>June 2021</td>
<td>June 2021</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>16</td>
<td>% Completion with obtaining DDW Permit</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>17</td>
<td>Anticipated Date for DDW Permit for the PFAS treatment system</td>
<td>January 2022</td>
<td>January 2022</td>
<td>January 2022</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>18</td>
<td>% Completion with Construction</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>19</td>
<td>Start Date for Construction</td>
<td>February 2022</td>
<td>February 2022</td>
<td>September 2022</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>20</td>
<td>Completion Date for Construction</td>
<td>September 2022</td>
<td>August 2022</td>
<td>April 2023</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Note: APPLICANTS: Please complete all cells highlighted in yellow.
### Summary of Proposed Project Schedules

<table>
<thead>
<tr>
<th>#</th>
<th>Treatment System (TS) No.:</th>
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<td>Plant No. 1 Gallatin Rd</td>
<td>Plant No. 2 Washington Blvd</td>
<td>Well No. 5 Slauson Ave</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>21</td>
<td>Have the treatment vessels been ordered yet? (Y or N) If no, when will the vessels be ordered?</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>22</td>
<td>Delivery Date for Treatment Vessels</td>
<td>May 2022</td>
<td>May 2022</td>
<td>October 2022</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>23</td>
<td>Start Date for PFAS Treatment System Commissioning and Testing</td>
<td>August 2022</td>
<td>July 2022</td>
<td>December 2022</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>24</td>
<td>Date for PFAS Treatment System Startup and Operations</td>
<td>September 2022</td>
<td>August 2022</td>
<td>January 2023</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>25</td>
<td>Project Completion Date</td>
<td>April 2023</td>
<td>April 2023</td>
<td>April 2023</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
Notes to Applicant: Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Requested (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #1</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Reimbursable Cost</td>
<td>Non-Reimbursable Cost</td>
<td></td>
</tr>
<tr>
<td>I. PLANNING AND DESIGN</td>
<td>$522,845.20</td>
<td>$522,845.20</td>
<td>Subtotal</td>
</tr>
<tr>
<td>A. Planning (i.e. condition assessment, feasibility, etc.)</td>
<td>$7,167.60</td>
<td>$7,167.60</td>
<td>Subtotal</td>
</tr>
<tr>
<td>1. PFAS Treatment Study</td>
<td>$7,167.60</td>
<td>7,167.60</td>
<td>Final PFAS Treatment Study Report dated July 22, 2020 by IMEG Corporation</td>
</tr>
<tr>
<td>2.</td>
<td>$</td>
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<tr>
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<td>10.</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</td>
<td>$</td>
<td>$</td>
<td>Subtotal</td>
</tr>
<tr>
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<td>7.</td>
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<tr>
<td>C. Final Design</td>
<td>$515,677.60</td>
<td>515,677.60</td>
<td>Subtotal</td>
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<td>$</td>
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</table>
### FUNDING APPLICATION - Section 7A

APPLICANTS: Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYSTEM (TS) #1 - Provide TS Name/ID:**

| Plant No. 1 Gallatin Rd |

Notes to Applicant: Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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<tbody>
<tr>
<td></td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
</tr>
<tr>
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<td>D. Permits</td>
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<td>$</td>
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<td>$</td>
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<tr>
<td>E. Bid Phase Services</td>
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<td>C. Well and Pump Modifications</td>
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<td>D. Treatment Equipment (includes procurement of vessels &amp; media)</td>
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<td>3 Ion exchange resin (initial fill)</td>
<td>$ 748,343.14</td>
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Notes to Applicant: Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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<th>TREATMENT SYSTEM (TS) #1</th>
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**FUNDING APPLICATION - Section 7A**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYSTEM (TS) #1 - Provide TS Name/ID:**

<table>
<thead>
<tr>
<th>TS Project Task</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)</th>
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<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
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<td>IV. PROJECT CLOSEOUT AND OTHER MISC. TASKS</td>
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### Summary of Costs for TREATMENT SYSTEM (TS) #1

| Plant No. 1 Gallatin Rd |

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the proposed PFAS treatment system. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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<th>DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)</th>
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<td>$2,574,070.61</td>
<td>$4,958,747.84</td>
<td>$4,958,747.84</td>
<td>$4,958,747.84</td>
<td><strong>TOTAL</strong></td>
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**What frequency of reimbursement will you be seeking?**

- Yes [ ]
- Monthly [ ]
- One-time lump sum at end of the project [ ]

**Will you be seeking or receiving other grant funding besides the WRD PFAS Program?** If so, please describe below and include the amount of reimbursement.
### Summary of Costs for Treatment System (TS) #2

#### Provide TS Name/ID:
- Plant No. 2 Washington Blvd

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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<th>Amount Requested (Reimbursement by WRD)</th>
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<td>$522,845.20</td>
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# WRD PFAS Remediation Program

## FUNDING APPLICATION - Section 7B

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYSTEM (TS) #2 - Provide TS Name/ID:**

Plant No. 2 Washington Blvd

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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## Summary of Costs for TREATMENT SYSTEM (TS) #2 - Provide TS Name/ID:

| Plant No. 2 Washington Blvd | | |

### Notes to Applicant:
Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete “Total at TS Project Completion” category. Any reimbursable costs that are in the “Spent to Date” category must include documentation; identify the supporting documentation described in the “Description” column.

### TREATMENT SYSTEM (TS) #2

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<td>10. Exterior Improvements</td>
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### APPLICANTS:
Please complete all cells highlighted in yellow.
## Summary of Costs for TREATMENT SYSTEM (TS) #2 - Provide TS Name/ID:

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Request (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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Page 7B-4
### Treatment System (TS) #2

#### Summary of Costs for Treatment System (TS) #2

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#### III. Engineering Services During Construction

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#### IV. Construction Management

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## FUNDING APPLICATION - Section 7B

### APPLICANTS: Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYSTEM (TS) #2**

Provide TS Name/ID: Plant No. 2 Washington Blvd

### Notes to Applicant:

Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete “Total at TS Project Completion - Amount Request (Reimbursement by WRD)” for all applicable categories. All costs that are not reimbursable should be applied to the “Non-Reimbursable” columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the “Spent to Date” category must include documentation; identify the supporting documentation described in the “Description” column.

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**TOTAL**

$2,397,229.91 | $2,397,229.91 | $4,433,619.87 | $4,433,619.87 |

What frequency of reimbursement will you be seeking? [ ] Yes [ ] Monthly [ ] One-time lump sum at end of the project

Will you be seeking or receiving other grant funding besides the WRD PFAS Program? If so, please describe below and include the amount of reimbursement.
## Summary of Costs for TREATMENT SYSTEM (TS) #3

<table>
<thead>
<tr>
<th>TS Project Task</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK</th>
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<tbody>
<tr>
<td></td>
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<td>Non-Reimbursable Cost</td>
<td>Amount Requested (Reimbursement by WRD)</td>
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<td>I. PLANNING AND DESIGN</td>
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<td>A. Planning (i.e. condition assessment, feasibility, etc.)</td>
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<td>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</td>
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</table>
**FUNDING APPLICATION - Section 7C**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYSTEM (TS) #3 - Provide TS Name/ID:**

Well No. 5 Slauson Ave

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete “Total at TS Project Completion - Amount Request (Reimbursement by WRD)” for all applicable categories. All costs that are not reimbursable should be applied to the “Non-Reimbursable” columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the “Spent to Date” category must include documentation; identify the supporting documentation described in the “Description” column.

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<th>TREATMENT SYSTEM (TS) #4</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK (including identification of the Supporting Documentation that will be provided to WRD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS Project Task</td>
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<td>Amount Requested (Reimbursement by WRD)</td>
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### WRD PFAS Remediation Program

**FUNDING APPLICATION - Section 7C**

**APPLICANTS:** Please complete all cells highlighted in yellow.

**Summary of Costs for TREATMENT SYSTEM (TS) #3 - Provide TS Name/ID:**

<table>
<thead>
<tr>
<th>TS Project Task</th>
<th>Amount Requested (Reimbursement by WRD)</th>
<th>Non-Reimbursable Cost</th>
<th>Amount Requested (Reimbursement by WRD)</th>
<th>Non-Reimbursable Cost</th>
<th>DESCRIPTION OF TS PROJECT TASK (including identification of the Supporting Documentation that will be provided to WRD)</th>
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<td><strong>D. Treatment Equipment (includes procurement of vessels &amp; media)</strong></td>
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<td>$ 643,290.93</td>
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<td>Subtotal</td>
</tr>
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</table>

Notes to Applicant: Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion" amount required (Reimbursement by WRD) for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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**FUNDING APPLICATION - Section 7C**

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<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #4</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
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<tbody>
<tr>
<td></td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
</tr>
<tr>
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<td>$354,118.25 $</td>
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<tr>
<td>1 Ion Exchange Vessels</td>
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<td>E. Storage Modifications</td>
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<td>G. Other Construction Tasks</td>
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</table>

Page 7C-4
### Summary of Costs for TREATMENT SYSTEM (TS) #3

Provide TS Name/ID: Well No. 5 Slauson Ave

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete "Total at TS Project Completion - Amount Requested (Reimbursement by WRD)" for all applicable categories. All costs that are not reimbursable should be applied to the "Non-Reimbursable" columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the "Spent to Date" category must include documentation; identify the supporting documentation described in the "Description" column.

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<th>TREATMENT SYSTEM (TS) #4</th>
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<tbody>
<tr>
<td>TS Project Task</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
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<td>10</td>
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<td>IV. CONSTRUCTION MANAGEMENT</td>
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<tr>
<td>IV. STARTUP AND COMMISSIONING</td>
<td>$ $ - $ - $</td>
<td>- $ - $</td>
<td>11,616.00 $ - $</td>
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<tr>
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<td>Startup</td>
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<tr>
<td>8</td>
<td>$ $ - $ - $</td>
<td>- $ - $</td>
<td>- $ - $</td>
</tr>
</tbody>
</table>
## Well No. Slauson Ave

**Notes to Applicant:** Please be very specific and list your TS project tasks under the appropriate category. Not all categories may apply to your TS project. At a minimum, applicant must complete “Total at TS Project Completion - Amount Request (Reimbursement by WRD)” for all applicable categories. All costs that are not reimbursable should be applied to the “Non-Reimbursable” columns. Non-reimbursable costs include any site improvements not directly related to the PFAS treatment. Any reimbursable costs that are in the “Spent to Date” category must include documentation; identify the supporting documentation described in the “Description” column.

### Summary of Costs for TREATMENT SYSTEM (TS) #3 - Provide TS Name/ID:

**TS Project Task** | **Amount Requested (Reimbursement by WRD)** | **Non-Reimbursable Cost** | **Amount Requested (Reimbursement by WRD)** | **Non-Reimbursable Cost** | **DESCRIPTION OF TS PROJECT TASK**
--- | --- | --- | --- | --- | ---
9 | $ - | $ - | $ - | $ - | (including Identification of the Supporting Documentation that will be provided to WRD)
10 | $ - | $ - | $ - | $ - | Subtotal

### IV. PROJECT CLOSEOUT AND OTHER MISC. TASKS

| TS Project Task | Amount Requested (Reimbursement by WRD) | Non-Reimbursable Cost | Amount Requested (Reimbursement by WRD) | Non-Reimbursable Cost | DESCRIPTION OF TS PROJECT TASK |
--- | --- | --- | --- | --- | ---|
1 | $ - | $ - | $ - | $ - | 
2 | $ - | $ - | $ - | $ - | 
3 | $ - | $ - | $ - | $ - | 
4 | $ - | $ - | $ - | $ - | 
5 | $ - | $ - | $ - | $ - | 
6 | $ - | $ - | $ - | $ - | 
7 | $ - | $ - | $ - | $ - | 
8 | $ - | $ - | $ - | $ - | 
9 | $ - | $ - | $ - | $ - | 
10 | $ - | $ - | $ - | $ - | Subtotal

**TOTAL** | $ 894,643.29 | $ - | $ 1,345,305.29 | $ - | 

**What frequency of reimbursement will you be seeking?**

- **Yes**
- **Monthly**
- **One-time lump sum at end of the project**

**Will you be seeking or receiving other grant funding besides the WRD PFAS Program?** If so, please describe below and include the amount of reimbursement.
<table>
<thead>
<tr>
<th>Treatment System (TS)</th>
<th>Pumper Requested Amount</th>
<th>Amount Qualified for Funding</th>
<th>Amount Not Qualified for Funding</th>
<th>WRD Recommended Funding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS1: Plant No. 1 Gallatin Rd - Wells W1 &amp; W2</td>
<td>$4,958,747.84</td>
<td>$4,817,964.61</td>
<td>$(140,783.23)</td>
<td>$2,938,958.00</td>
</tr>
<tr>
<td>TS2: Plant No. 2 Washington Blvd - Wells W3 &amp; W4</td>
<td>$4,433,619.87</td>
<td>$4,322,091.91</td>
<td>$(111,527.96)</td>
<td>$2,074,604.00</td>
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<tr>
<td>TS3: Well W5 Slauson Ave</td>
<td>$1,345,305.29</td>
<td>$1,345,305.29</td>
<td>$0.00</td>
<td>$838,574.00</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$10,737,673.00</strong></td>
<td><strong>$10,485,361.81</strong></td>
<td><strong>(252,311.19)</strong></td>
<td><strong>$5,853,000 (rounded)</strong></td>
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</table>

See next pages for detailed costs regarding each of the proposed PFAS treatment systems.
## SUMMARY OF PFAS REMEDIATION PROJECT COSTS
City of Pico Rivera - Plant No. 1 Gallatin Rd (Wells W1 & W2)

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #1 (Wells 1 &amp; 2)</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK (including identification of the Supporting Documentation that will be provided to WRD)</th>
<th>Qualified for WRD PFAS Funding (Fundable)</th>
<th>Not Fundable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLANNING AND DESIGN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Planning (i.e. condition assessment, feasibility, etc.)</td>
<td>$ 7,167.60</td>
<td>$ 7,167.60</td>
<td>-</td>
<td>$ 7,167.60</td>
<td>Subtotal</td>
</tr>
<tr>
<td>1. PFAS Treatment Study</td>
<td>$ 7,167.60</td>
<td>$ 7,167.60</td>
<td>-</td>
<td>$ 7,167.60</td>
<td>Subtotal</td>
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<tr>
<td>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td>Subtotal</td>
</tr>
<tr>
<td>C. Final Design</td>
<td>$ 515,677.60</td>
<td>$ 515,677.60</td>
<td>-</td>
<td>$ 515,677.60</td>
<td>Subtotal</td>
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<tr>
<td><strong>CONSTRUCTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Demolition</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>$ 52,264.00</td>
<td>Subtotal</td>
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<tr>
<td>1. Existing Conditions</td>
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<td>B. Site Civil (includes on-site piping)</td>
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<td>-</td>
<td>$ 1,233,206.00</td>
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<tr>
<td>1. Exterior Improvements</td>
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<td>3. Process Pipe</td>
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<td>$ 553,979.00</td>
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<td>C. Well and Pump Modifications</td>
<td>$ 38,745.52</td>
<td>$ 38,745.52</td>
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<td>$ 179,528.75</td>
<td>Subtotal</td>
</tr>
<tr>
<td>1. Professional Services Agreement to Control Automation Design, Inc. to provide custom design, fabrication and design services for SCADA and other PAS related systems</td>
<td>$ 38,745.52</td>
<td>$ 38,745.52</td>
<td>$ -</td>
<td>$ 38,745.52</td>
<td>Subtotal</td>
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<tr>
<td>2. Rehabilitation of Well 1</td>
<td>$ -</td>
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<td>-</td>
<td>$ 140,783.23</td>
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## SUMMARY OF PFAS REMEDIATION PROJECT COSTS
City of Pico Rivera - Plant No. 1 Gallatin Rd (Wells W1 & W2)

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #1 (Wells 1 &amp; 2)</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK</th>
<th>Qualified for WRD PFAS Funding (Fundable)</th>
<th>Not Fundable</th>
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</thead>
<tbody>
<tr>
<td>TS Project Task</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
<td></td>
</tr>
<tr>
<td>D. Treatment Equipment (Includes procurement of vessels &amp; media)</td>
<td>$2,012,479.89</td>
<td>$ -</td>
<td>$2,012,479.89</td>
<td>$ -</td>
<td>Subtotal</td>
</tr>
<tr>
<td>1. Ion Exchange Vessels</td>
<td>$1,062,354.75</td>
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<td>$1,062,354.75</td>
<td>$ -</td>
<td>PSA No. 21-51 with Aqueous Vets, dated March 23, 2021</td>
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<tr>
<td>2. Pre-Filter (Cartridge Filter)</td>
<td>$176,841.00</td>
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<td>$176,841.00</td>
<td>$ -</td>
<td>Amendment No. 1 to PSA No. 21-51 with Aqueous Vets, dated June 8, 2021</td>
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<td>3. Ion exchange resin (initial fill)</td>
<td>$748,343.14</td>
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<td>$748,343.14</td>
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<td>Agreement No. 1 to PSA No. 21-58 with Calgon Carbon Corp, dated August 10, 2021</td>
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<td>4. Butterfly Valves</td>
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<td>Agreement No. 1 to PSA No. 21-59 with Dezurik Inc, dated August 26, 2021</td>
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<td>E. Storage Modifications</td>
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<td>F. Chemical System Modifications</td>
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<td>G. Other Construction Tasks</td>
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<td>3. Instrumentation &amp; Controls</td>
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<td>4. Earthwork</td>
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<td>III. ENGINEERING SERVICES</td>
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<td>$129,630.00</td>
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<tr>
<td>IV. STARTUP AND COMMISSIONING</td>
<td>$ -</td>
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<td>$ -</td>
<td>Subtotal</td>
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<tr>
<td>1. Startup</td>
<td>$ -</td>
<td>$ -</td>
<td>$11,616.00</td>
<td>$ -</td>
<td>Included within Jacobs Basis of Estimate-Updated 9/29/21</td>
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<tr>
<td>IV. PROJECT CLOSEOUT AND OTHER MISC.</td>
<td>$ -</td>
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<td>Subtotal</td>
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<tr>
<td>TOTAL</td>
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<td>$4,958,747.84</td>
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**Plant No. 1 Gallatin Rd (Wells W1 and W2) - Page 2 of 2**
## SUMMARY OF PFAS REMEDIATION PROJECT COSTS

City of Pico Rivera - Plant No. 2 Washington Blvd (Wells W3 & W4)

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #2 (Wells 3 &amp; 4)</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(including Identification of the Supporting Documentation that will be provided to WRD)</td>
</tr>
<tr>
<td>TS Project Task</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
<td>Amount Requested (Reimbursement by WRD)</td>
</tr>
<tr>
<td>I. PLANNING AND DESIGN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Planning (i.e. condition assessment, feasibility, etc.)</td>
<td>$522,845.20</td>
<td>$ -</td>
<td>$522,845.20</td>
</tr>
<tr>
<td>1. PFAS Treatment Study</td>
<td>$7,167.60</td>
<td>$ -</td>
<td>$7,167.60</td>
</tr>
<tr>
<td>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</td>
<td>$7,167.60</td>
<td>$ -</td>
<td>$7,167.60</td>
</tr>
<tr>
<td>C. Final Design</td>
<td>$515,677.60</td>
<td>$ -</td>
<td>$515,677.60</td>
</tr>
<tr>
<td>D. Permits</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>E. Bid Phase Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>F. Other Planning and Design Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>II. CONSTRUCTION</td>
<td>$1,874,384.71</td>
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<td>$3,783,255.67</td>
</tr>
<tr>
<td>A. Demolition</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>1. Demolition of existing piping</td>
<td>$22,809.00</td>
<td>$ -</td>
<td>$22,809.00</td>
</tr>
<tr>
<td>B. Site Civil (includes on-site piping)</td>
<td>$1,092,622.00</td>
<td>$ -</td>
<td>$1,092,622.00</td>
</tr>
<tr>
<td>2. Utilities</td>
<td>$694,727.00</td>
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<td>$694,727.00</td>
</tr>
<tr>
<td>3. Process Pipe</td>
<td>$372,340.00</td>
<td>$ -</td>
<td>$372,340.00</td>
</tr>
<tr>
<td>C. Well and Pump Modifications</td>
<td>$38,745.82</td>
<td>$ -</td>
<td>$150,273.78</td>
</tr>
<tr>
<td>1. Professional Services Agreement to Control Automation Design, Inc. to provide custom design, fabrication and design services for SCADA and other PAS related systems</td>
<td>$38,745.82</td>
<td>$ -</td>
<td>$38,745.82</td>
</tr>
<tr>
<td>2. Rehabilitation of Well 1</td>
<td>$111,527.96</td>
<td>$ -</td>
<td>$111,527.96</td>
</tr>
</tbody>
</table>

Plant No. 2 Washington Blvd (Wells W3 and W4) - Page 1 of 2
### SUMMARY OF PFAS REMEDIATION PROJECT COSTS
City of Pico Rivera - Plant No. 2 Washington Blvd (Wells W3 & W4)

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #2 (Wells 3 &amp; 4)</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)</th>
<th>Qualified for WRD PFAS Funding (Fundable)</th>
<th>Not Fundable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D. Treatment Equipment (includes procurement of vessels &amp; media)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Ion Exchange Vessels</td>
<td>$ 1,835,638.89</td>
<td>$ 2,012,479.89</td>
<td>PSA No. 21-51 with Aqueous Vets, dated March 23, 2021</td>
<td></td>
<td>$ 1,062,354.75</td>
</tr>
<tr>
<td>2. Pre-Filter (Cartridge Filter)</td>
<td>$ -</td>
<td>$ 176,841.00</td>
<td>Amendment No. 1 to PSA No. 21-51 with Aqueous Vets, dated June 8, 2021</td>
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<td>3. Ion exchange resin (initial fill)</td>
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<td>$ 748,343.14</td>
<td>Agreement No. 1 to PSA No. 21-58 with Calgon Carbon Corp, dated August 10, 2021</td>
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<td>4. Butterfly Valves</td>
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<td>$ 24,941.00</td>
<td>Agreement No. 1 to PSA No. 21-59 with Dezurik Inc, dated August 26, 2021</td>
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<td><strong>E. Storage Modifications</strong></td>
<td>$ -</td>
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<td>Subtotal</td>
<td></td>
<td></td>
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<tr>
<td><strong>F. Chemical System Modifications</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>Subtotal</td>
<td></td>
<td></td>
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<tr>
<td><strong>G. Other Construction Tasks</strong></td>
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<td>2. Electrical Work</td>
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<td>3. Instrumentation &amp; Controls</td>
<td>$ -</td>
<td>$ 208,121.00</td>
<td>Subtotal</td>
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<tr>
<td><strong>III. ENGINEERING SERVICES</strong></td>
<td>$ -</td>
<td>$ 115,903.00</td>
<td>Subtotal</td>
<td></td>
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<td>1. Construction Management and Inspection Services</td>
<td>$ -</td>
<td>$ 115,903.00</td>
<td>PO to on-call PSA No. 20-1941 with TRC Engineers; NTP dated November 15, 2021</td>
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<td><strong>IV. CONSTRUCTION MANAGEMENT</strong></td>
<td>$ -</td>
<td>$ 115,903.00</td>
<td>Subtotal</td>
<td></td>
<td>$ 115,903.00</td>
</tr>
<tr>
<td>1. Startup</td>
<td>$ -</td>
<td>$ 11,616.00</td>
<td>Subtotal</td>
<td></td>
<td>$ 11,616.00</td>
</tr>
<tr>
<td><strong>IV. STARTUP AND COMMISSIONING</strong></td>
<td>$ -</td>
<td>$ 11,616.00</td>
<td>Subtotal</td>
<td></td>
<td>$ 11,616.00</td>
</tr>
<tr>
<td>1. Startup</td>
<td>$ -</td>
<td>$ 11,616.00</td>
<td>Subtotal</td>
<td></td>
<td>$ 11,616.00</td>
</tr>
<tr>
<td><strong>IV. PROJECT CLOSEOUT AND OTHER MISC. TASKS</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subtotal</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 2,397,229.91</td>
<td>$ 4,433,619.87</td>
<td>$4,322,091.91</td>
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<td>$111,527.96</td>
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</table>
# SUMMARY OF PFAS REMEDIATION PROJECT COSTS

City of Pico Rivera - Well WS Slauson Ave

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #3 (WellIS)</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK</th>
<th>Qualified for WRD PFAS Funding (Fundable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS Project Task</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
</tr>
<tr>
<td>I. PLANNING AND DESIGN</td>
<td>$261,422.60</td>
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<td>$261,422.60</td>
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<tr>
<td>A. Planning (i.e. condition assessment, feasibility, etc.)</td>
<td>$3,583.80</td>
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<td>$3,583.80</td>
<td>$ -</td>
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<tr>
<td>1 PFAS Treatment Study</td>
<td>$3,583.80</td>
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<td>$3,583.80</td>
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</tr>
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<td>B. Preliminary Design (i.e. geotechnical, surveying, etc.)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>D. Permits</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>E. Bid Phase Services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<td>F. Other Planning and Design Services</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>II. CONSTRUCTION</td>
<td>$633,220.69</td>
<td>$ -</td>
<td>$1,037,094.69</td>
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<tr>
<td>A. Demolition</td>
<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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<tr>
<td>1 Existing Conditions</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<td>B. Site Civil (includes on-site piping)</td>
<td>$ -</td>
<td>$ -</td>
<td>$160,053.00</td>
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<td>1 Exterior Improvements</td>
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<td>$ -</td>
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<td>$ -</td>
</tr>
<tr>
<td>2 Utilities</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>3 Process Pipe</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>C. Well and Pump Modifications</td>
<td>$19,372.76</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>1 Professional Services Agreement to Control Automation Design, Inc. to provide custom design, fabrication and design services for SCADA and other PAS related systems</td>
<td>$19,372.76</td>
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<td>$ -</td>
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<tr>
<td>D. Treatment Equipment (includes procurement of vessels &amp; media)</td>
<td>$613,847.93</td>
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<td>$ -</td>
</tr>
<tr>
<td>1 Ion Exchange Vessels</td>
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<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>2 Pre-Filter (Cartridge Filter)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>3 Ion exchange resin (initial fill)</td>
<td>$249,447.68</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>4 Butterfly Valves</td>
<td>$10,282.00</td>
<td>$ -</td>
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<td>$ -</td>
</tr>
<tr>
<td>E. Storage Modifications</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>F. Chemical System Modifications</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>G. Other Construction Tasks</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>1 Concrete Work</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>2 Electrical Work</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>3 Instrumentation &amp; Controls</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
### SUMMARY OF PFAS REMEDIATION PROJECT COSTS
City of Pico Rivera - Well WS Slauson Ave

<table>
<thead>
<tr>
<th>TREATMENT SYSTEM (TS) #3 (Well5)</th>
<th>SPENT TO DATE</th>
<th>TOTAL AT TS PROJECT COMPLETION</th>
<th>DESCRIPTION OF TS PROJECT TASK (including Identification of the Supporting Documentation that will be provided to WRD)</th>
<th>Qualified for WRD PFAS Funding (Fundable)</th>
<th>Not Fundable</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS Project Task</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
<td>Amount Requested (Reimbursement by WRD)</td>
<td>Non-Reimbursable Cost</td>
<td>Subtotal</td>
</tr>
<tr>
<td>III. ENGINEERING SERVICES</td>
<td>$35,172.00</td>
<td>$0</td>
<td>$0</td>
<td>$35,172.00</td>
<td>$35,172.00</td>
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<tr>
<td>IV. CONSTRUCTION MANAGEMENT</td>
<td>$11,616.00</td>
<td>$0</td>
<td>$0</td>
<td>$11,616.00</td>
<td>$11,616.00</td>
</tr>
</tbody>
</table>

1 Construction Management and Inspection Services

1 Startup

IV. STARTUP AND COMMISSIONING

1 Startup

IV. PROJECT CLOSEOUT AND OTHER MISC. TASKS

TOTAL $894,643.29 $0 $1,345,305.29 $0 $1,345,305.29

PO to on-call PSA No. 20-1941 with TRC Engineers; NTP dated November 15, 2021

$35,172.00

$11,616.00

$1,345,305.29
FINANCIAL CAPABILITY RESOLUTION

WHEREAS, the City of Pico Rivera ("Pumper") desires to finance the costs of designing and constructing and/or reconstructing their Water Producing Facilities, including certain drinking water wells, treatment facilities, pipelines, and other infrastructure ("Project") for the removal of per- and polyfluoroalkyl substances ("PFAS") in drinking water wells that have concentrations above their respective Response Levels or Maximum Contaminant Levels; and

WHEREAS, the Pumper intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the Water Replenishment District of Southern California ("WRD"); and

WHEREAS, the Pumper and WRD have executed a PFAS Remediation Program Participation Agreement ("Agreement") that specifies the details of the Project and Project Funds to be utilized for capital costs associated with the Project; and

WHEREAS, the Pumper shall submit all documents requested by WRD and per the Agreement before WRD can release any Project Funds to the Pumper; and

WHEREAS, WRD shall review the required documents submitted by the Pumper and upon approval, reimburse the Pumper for their Project expenditures in accordance with the Agreement.

NOW, THEREFORE, THE PUMPER DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The total Project Cost is estimated to be $10,737,673 and the Project Funds to be provided by WRD shall not exceed $5,853,000.

2. The Pumper hereby certifies that it has adequate financial reserves and the ability to cover any and all Project expenditures in excess of the Project Funds to ensure proper planning, management, and completion of the Project as described in the Agreement.

3. The Pumper hereby states its intention to pay all Project expenditures prior to the issuance of any reimbursement request to WRD for Project Funds.

4. The Pumper designates Pico Rivera Water Authority as the authorized representative that will carry out the Pumper’s responsibilities under the Agreement, including providing certifications, assurances, and commitments that may be required from the Pumper under WRD’s PFAS Remediation Program and compliance with all applicable state and federal laws.

5. The Pumper agrees to comply with all terms and requirements specified in the Program Agreement and all associated funding documents.

6. This resolution is being adopted no later than 60 days after the date on which the Pumper will expend moneys for Project expenditures that qualify for reimbursement with Project Funds.

7. This resolution is adopted as official intent of the Pumper to comply with all state, federal, and any other regulations relating to any Project Funds received from WRD.

8. To the best of our knowledge, this Pumper is not aware of the previous adoption of official intents by the Pumper that have been made as a matter of course for the purpose of reimbursing Project expenditures.

9. All the recitals in this Resolution are true and correct and this Pumper so finds, determines, and represents.
PASSED, APPROVED AND ADOPTED THIS 26th day of April 2022 by the following vote:

AYES: ____________
NOES: ____________
ABSENT: ____________

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Pico Rivera Water Authority held on April 26, 2022.

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Pumper)
To: Mayor and City Council  
From: City Manager  
Meeting Date: April 26, 2022  
Subject: APPROVE A RESOLUTION APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT, THE FORM OF A CONTINUING DISCLOSURE CERTIFICATE, AND A PENSION FUNDING POLICY, and AMENDING RESOLUTION NO. 7134 ALL IN CONNECTION WITH THE PROPOSED PENSION OBLIGATION BONDS, SERIES 2022

Recommendation:

1. Approve a resolution approving the Preliminary Official Statement, Continuing Disclosure Certificate, and Pension Funding Policy and amending Resolution No. 7134, all in connection with the City of Pico Rivera Pension Obligation Bonds, Series 2022 to refinance of the City of Pico Rivera (City) pension obligations to CalPERS.

Fiscal Impact:

The issuance of the Pension Obligation Bonds (POBs) to refinance approximately 62% of the City’s unfunded actuarial liability (UAL), is estimated to reduce the currently scheduled UAL payments by approximately a total of $7.5 million and achieve a 90% funded ratio post issuance, based on a 20-year POB and interest rates as of April 2022. The City’s UAL is a dynamic liability and will be adjusted in future years based on a variety of factors including CalPERS investment returns and adjustments to actuarial assumptions. All costs of issuance of the Series 2022 POBs will be paid from a portion of the bond proceeds and contingent upon the successful bond issuance.

Background:

CalPERS Plan  
The City provides retirement benefits to its employees by contracting with the California Public Employees’ Retirement System (CalPERS). CalPERS offers a defined benefit plan where retirement benefits are based on a formula. Retirement benefit formulas (e.g. 2.5% at 55) are calculated based on an employee’s years of service credit, age at retirement, and final compensation, which is determined by an employee’s average
salary, excluding overtime, for a defined period of employment. Retirement formulas for employee groups vary based on the date of entering CalPERS membership (Classic or PEPRA if entered into CalPERS after January 1, 2013). The City currently has three (3) benefit levels offered to eligible employees:

- Tier 1 – Employees hired prior to local pension reform action by City Council on June 30, 2002; earn 2.5% of salary for each year employed with the City (based on a three-year average) at the age of 55. The employee contribution rate for Tier 1 is 8.000% of their annual salary;

- Tier 2 – Employees hired after local pension reform, who previously worked for another governmental agency with a reciprocating pension plan; earn 2% of salary for each year employed with the City (based on a three-year average) at the age of 60. The employee contribution rate for Tier 2 is 7.000% of their annual salary;

- Tier 3 – Employees hired after state-wide pension reform effective January 1, 2013; who have not previously worked for another governmental agency with a reciprocating pension plan, or have not worked for such an agency within six (6) months of being hired by the City. These employees earn 2% salary for each year employed with the City (based on a three-year average) at the age of 62. The employee contribution rate for Tier 3 is 6.250% of their annual salary;

The City’s annual pension obligations are comprised of two (2) primary components: 1) Normal Costs and 2) UAL Payments. Normal Costs represent the pension benefits earned by current employees during the fiscal year. The UAL is the annual dollar amount needed to fund past service credit earned for (active or retired) members, as of the current valuation date. The UAL is equal to the difference between the present value of benefits earned to date, less the current market value of the assets. As of the most recent Actuarial Valuation (dated as of June 30, 2020), the City’s UAL was equal to approximately $42.9 million.

For fiscal year (FY) 2020-21, CalPERS reported a 21.3% investment return (well above its 7.0% target or Discount Rate for such fiscal year), which will provide a significant credit to the City’s UAL repayment schedule (a portion of which will be offset by the lowering of the Discount Rate from 7.0% to 6.8%). The City estimates that the City’s UAL will be approximately $31.1 million, as of June 30, 2021, after factoring in the net credit. While this is good news, the City’s UAL remains an important issue to address. Moreover, CalPERS’ FY 2021-22 year-to-date investment return is below its target/Discount Rate, and the City should expect that a new adjustment will be reflected in its Actuarial Valuation as of June 30, 2022.

Authorization to Issue POBs/Validation
On April 13, 2021, the City Council approved the form of a trust agreement and purchase contract, authorizing the issuance of POBs, and authorized judicial validation proceedings relating to the issuance of such bonds.

On September 23, 2021, the Los Angeles County Superior Court of the State of California issued a Default Judgement in Validation Proceedings related to our intent to issue and sell POBs. The Validation Judgment confirms that the City’s Unfunded Liability is an “obligation imposed by law,” which may be refinanced with POBs. As this ruling is final and leaves no question that these bonds can be issued under the Refunding Bond Law cited above, the City can move forward with taking the appropriate steps, including the sale of POBs.

Discussion:

Proposed Pension Obligation Bonds

By issuing POBs to refinance approximately 62% of the City’s UAL, staff estimates that based on current market conditions, the budgetary savings will be approximately $7.5 million. Staff estimates that the City’s UAL will be 90% funded post issuance of the POBs. The POBs are expected to be issued with a term of not-to-exceed 20 years, which is five (5) years shorter than the City’s prepaid CalPERS bases. The true interest cost is projected to be approximately 4.46% as of April 1, 2022. Final borrowing costs and estimated budgetary savings will be determined at the sale of the POBs, currently scheduled for May 2022. Set forth below is a projected analysis for the issuance of POBs.

Interest rates have been volatile in recent months as a result of inflationary pressures resulting from the COVID-19 pandemic and as a result of international events, such as the war in Ukraine. As shown in the chart below, the 10-year and 30-year US Treasury
rates have increased over 1.20% and 0.85%, respectively, since December 2021. In addition, credit spreads have widened, and as a result, the estimated borrowing cost for the City’s proposed POBs is currently at 4.46%, just .04% below the not-to-exceed parameter. Despite the increase in interest rates, the City estimates that a POB issuance would result in budgetary savings of approximately $7.5 million. In order to provide the City flexibility to execute a POB financing under current market conditions, tonight’s item amends the not-to-exceed true interest cost from 4.5% (set forth in Resolution No. 7134) to 5.00%. All other terms of the authorizing resolution, including provisions regarding the final term of the POBs, remain unchanged.

In determining the proposed POB structure, staff and the City’s municipal advisor, Urban Futures Inc. (UFI), conducted rigorous scenario analysis to evaluate risks associated with POBs. One of the risks of a POB issuance is market timing risk, which is the risk of underperformance of CalPERS investments after making a significant one-time payment. Due to the recent turbulence in global financial markets, staff determined it was prudent to refund less than 100% of the UAL, which helps to mitigate market timing risk. By funding 62% of the City’s UAL, the City is able to achieve a 90% funded ratio, which Standard & Poor’s considers “Strong.” In addition, the City is proposing to issue the POBs with a maximum term of 20 years, which is five (5) years less than the CalPERS prepaid bases. The POBs are being structured to maximize overall savings with the goal of achieving fiscal sustainability.

**Pension Policy**
The attached resolution (Enclosure 1), also approves the Pension Funding Policy (Policy) (Enclosure 4). The Policy is intended to support the decision-making process of the City as it applies to the City’s unfunded pension liability, and includes various pension funding strategies, such as the issuance of POBs. The policy contains certain
criteria for the issuance of POBs, which are currently being met for the City's proposed issuance:

- The bonds shall be structured to target a pension funding ratio of not to exceed 100% with the application of bond proceeds.
- The bonds shall not be structured to extend the final maturity date or defer payments.
- The bonds shall be structured with the most flexible prepayment option that can be achieved in the market without interest rate penalty at the time of issuance.
- The bonds shall not finance non-current normal costs; they shall only be used to refinance unfunded pension liabilities.
- The POBs shall result in positive budgetary savings as determined by the City Manager/Administrative Services Director.
- Issuance of POBs requires approval by City Council.

In addition, the policy directs that if the City issues POBs, the City should seek to reinvest all, or a portion of the savings in the Section 115 Trust. The goal of increasing the funding level of the Section 115 Trust will be to maintain budget smoothing and service sustainability in future years.

Documents for City Council Consideration

- **Preliminary Official Statement** - This is the City's document used by the Underwriters to market the bonds for purchase. The City Council and City staff are required by federal securities laws to ensure that the Preliminary Official Statement contains all material information that an investor would need to make a decision whether or not to purchase the Bonds and that the Preliminary Official Statement (with certain permitted exceptions to complete with the final Official Statement), does not omit any facts that would be necessary to make the information presented complete and not misleading.

- **Continuing Disclosure Certificate** - This document outlines the City's requirements to provide certain annual reports to investors and notices of certain listed events in order to allow the Underwriter to comply with federal securities laws.

- **Pension Funding Policy** – The Policy is intended to support the decision-making process of the City Council as it applies to the City's unfunded pension liability and provides funding strategies, guidelines for the issuance of POBs, as well objectives for the reinvestment of savings and use of Section 115 Trust Funds.
Conclusion:

The issuance of POBs, in accordance with the City’s proposed Pension Funding Policy, to refinance approximately 62% of the City’s UAL is estimated to reduce the currently scheduled UAL payments by approximately a total of $7.5 million and achieve a 90% funded ratio post issuance, based on a 20-year POB and interest rates as of April 2022. All costs of issuance of the Series 2022 POBs will be paid from a portion of the bond proceeds and contingent upon the successful bond issuance. Final borrowing costs and estimated budgetary savings will be determined at the sale of the POBs, currently scheduled for May 2022.

Steve Carmona

SC:AG:ep

Enclosures: 1) Resolution
2) Preliminary Official Statement
3) Continuing Disclosure Certificate
4) Pension Funding Policy
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH TAXABLE PENSION OBLIGATION BONDS TO REFINANCE THE CITY’S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM, APPROVING THE FORM OF A CONTINUING DISCLOSURE CERTIFICATE, APPROVING A PENSION FUNDING POLICY, AMENDING RESOLUTION NO. 7134 AND APPROVING ADDITIONAL ACTIONS RELATED THERETO

WHEREAS, the City of Pico Rivera (the “City”) has previously adopted a retirement plan pursuant to the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the “Retirement Law”) and elected to become a contracting member of the California Public Employees’ Retirement System (“PERS”);

WHEREAS, the Retirement Law and the contract (the “PERS Contract”) effective February 1, 1959, between the Board of Administration of PERS and the City Council of the City (the “City Council”) obligates the City: (i) to make contributions to PERS to fund pension benefits for certain City employees; (ii) to amortize the unfunded accrued actuarial liability with respect to such pension benefits; and (iii) to appropriate funds for the foregoing purposes;

WHEREAS, pursuant to Resolution No. 7129 adopted by the City Council on April 27, 2021 (the “Prior Resolution”), the City previously authorized the issuance of its City of Pico Rivera Pension Obligation Bonds, Series 2022 (Federally Taxable) (the “Bonds”) pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the “Bond Law”), in a maximum principal amount not to exceed that required for the purpose of refunding all or a portion of the City’s current obligation to PERS for fiscal year 2021-22, pursuant to the PERS Contract, to pay all or a portion of the unfunded accrued actuarial liability of the City (the “Unfunded Liability”) with respect to pension benefits under the Retirement Law and the PERS Contract, to pay capitalized interest on the Bonds and to pay the costs of issuance of such Bonds, including the underwriter’s discount and any original issue discount on such Bonds;

WHEREAS, pursuant to the Prior Resolution, the City Council also approved the forms of certain legal documents in connection with the issuance of the Bonds, including a Trust Agreement and a Bond Purchase Agreement;

WHEREAS, pursuant to the Prior Resolution, the City Council also authorized the institution of a proceeding for judicial validation of the Bonds and the Trust Agreement in the Superior Court of Los Angeles County, under and pursuant to the
provisions of Sections 860 et seq. of the California Code of Civil Procedure (the “Validation Proceeding”);

WHEREAS, a default judgment was entered in the Validation Proceeding on September 23, 2021, determining that the Bonds and the Trust Agreement will be valid and legal obligations of the City;

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to proceed with the issuance of the Bonds and the sale thereof to the underwriter named in the Bond Purchase Agreement;

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Bonds, the underwriter thereof must have reasonably determined that the City has undertaken in a written agreement or contract for the benefit of the holders of the Bonds to provide disclosure of certain financial information and certain events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the City desires to execute and deliver a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”) in connection with the issuance of the Bonds;

WHEREAS, Rule 15c2-12 also requires that, in order to offer the Bonds for sale to the public, the underwriter must receive a disclosure document with respect to the Bonds and the City;

WHEREAS, in order to cause such requirement to be satisfied, the City has prepared a Preliminary Official Statement (the “Preliminary Official Statement”) in connection with the issuance of the Bonds;

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

WHEREAS, the City Council desires to amend Resolution No. 7134 to provide that the true interest cost of the Bonds shall not exceed 5.00%; and

WHEREAS, the City Council recognizes that issuance of the Bonds is one tactic in a broader strategy to manage the City’s pension costs and, as such, recognizes the benefits of adopting a pension funding policy.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1: The City Council does hereby find and declare that the above recitals are true and correct.

SECTION 2: The City Council hereby reaffirms its approval of the issuance of the Bonds upon the terms and conditions set forth in the Prior Resolution and authorizes staff to proceed with a public sale of the Bonds.

SECTION 3: The form of Preliminary Official Statement presented at this meeting, with such changes, insertions and omissions therein as may be approved by the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City manager or the Director of Finance, and their authorized designees (the “Designated Officers”), is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. Each Designated Officer is hereby authorized to certify on behalf of the City that the Preliminary Official Statement is deemed final as of its date within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). The Designated Officers are each hereby authorized and directed to furnish, or cause to be furnished, to prospective bidders for the Bonds a reasonable number of copies of the Preliminary Official Statements.

SECTION 4: The preparation and delivery of an Official Statement, and its use in connection with the offering and sale of the Bonds, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by a Designated Officer (including changes to reflect the delivery of a municipal bond insurance policy and/or debt service reserve insurance policy for the Bonds, as approved pursuant to the Prior Resolution), such approval to be conclusively evidenced by the execution and delivery thereof. The Designated Officers are each hereby authorized and directed, for and in the name of and on behalf of the City, to execute the final Official Statement and any amendment or supplement thereto for and in the name and on behalf of the City.

SECTION 5: The form of Continuing Disclosure Certificate presented at this meeting is hereby approved, and the Designated Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes, insertions and omissions therein as the Designated Officer executing the same may require or approve, such approval to be conclusively evidenced to the execution and delivery thereof.

SECTION 6: U.S. Bank Trust Company, National Association is hereby appointed to act as Trustee under the Trust Agreement.
SECTION 7: Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) is hereby appointed to act as Underwriter under the Bond Purchase Agreement.

SECTION 8: The Designated Officers are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereby, including, but not limited to, the execution and delivery of any documents required by PERS in order to complete the issuance of the Bonds and the refunding of the Unfunded Liability. All actions heretofore taken by the Designated Officers and by any other officers, employees or agents of the City with respect to the issuance of the Bonds, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

SECTION 9: The City Council hereby approves the Pension Funding Policy presented at this meeting.

SECTION 10: Section 6 of Resolution No. 7134 is hereby amended to provide that the true interest cost of the Bonds shall not exceed 5.00%.

SECTION 11: The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 26th day of April, 2022.

Dr. Monica Sánchez, Mayor

ATTEST:  

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk  
Arnold M. Alvarez-Glasman, City Attorney

AYES:  
NOES:  
ABSENT:  
ABSTAIN:
Preliminary Official Statement Dated _______, 2022

New Issue—Book-Entry Only

Rating: S&P: “______”

(See “Rating” herein)

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, but is exempt from State of California personal income tax. See “Tax Matters.”

$__________*

City of Pico Rivera
Pension Obligation Bonds, Series 2022
(Federally Taxable)

Dated: Date of Delivery

Due: April 1, as shown on the inside front cover

The City of Pico Rivera (the “City”) is issuing its $__________ Pension Obligation Bonds, Series 2022 (Federally Taxable) (the “Bonds”), pursuant to a Trust Agreement, dated as of ________, 2022, by and between the City and U.S. Bank Trust Company, National Association, as trustee, and pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. The Bonds are being issued to: (i) refund a portion of the City’s currently unamortized, unfunded accrued liability (“Unfunded Liability”) to the California Public Employees’ Retirement System (“CalPERS”) for the benefit of the City’s employees, and (ii) pay costs of issuance of the Bonds. See “Plan of Refinancing” herein.

The Bonds will be delivered in fully registered form only, and when delivered will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). See “The Bonds—General” herein. So long as Cede & Co. is the registered owner of the Bonds, references herein to the owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

The interest on the Bonds is payable semiannually on April 1 and October 1 (each an “Interest Payment Date”) of each year, commencing October 1, 2022, through the maturity date of such Bonds. The Bonds will be issued in denominations of $5,000 or any integral multiple thereof. The Bonds will be issued in such principal amounts, and will bear interest at the rates, payable on the dates as shown on the inside front cover of this Official Statement.

The Bonds are subject to optional redemption prior to maturity as described herein. See “The Bonds” herein.

The Obligations of the City Under the Bonds, Including the Obligation to Make All Payments of the Interest on and the Principal of the Bonds When Due or Upon Prior Redemption, Are Absolute and Unconditional, Without Any Right of Set-Off or Counterclaim. The Bonds Do Not Constitute an Obligation of the City for Which the City Is Obligated to Levy or Pledge Any Form of Taxation or For Which the City Has Levied or Pledged Any Form of Taxation. See “Security and Source of Payment for the Bonds.”

This cover page and the inside front cover page contain information for reference only. They are not a summary of this issue. Investors must read the entire Official Statement to obtain information essential in making an informed investment decision.

The Bonds will be offered when, as and if issued, and received by the Underwriter, subject to approval as to their legality by Stradling Carlson Yocca & Rauth, a Professional Corporation, Newport Beach, California, as Bond Counsel to the City. Certain additional matters will be passed upon by Nixon Peabody LLP, as Disclosure Counsel to the City. Certain other legal matters will be passed upon for the City by the City Attorney, for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California and for the Trustee by its counsel. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York, on or about ________, 2022.

Stifel

Dated: __________, 2022

* Preliminary; subject to change.
CITY OF PICO RIVERA
PENSION OBLIGATION BONDS, SERIES 2022
(FEDERALLY TAXABLE)

MATURITY SCHEDULE

Base CUSIP†: __________

<table>
<thead>
<tr>
<th>Maturity (April 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Yield</th>
<th>Price</th>
<th>CUSIP†</th>
</tr>
</thead>
</table>

$____% Term Bonds due April 1, 20__ - Yield ____%; Price _______; CUSIP† ________

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright(c) 2022 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.
CITY OF PICO RIVERA
COUNTY OF LOS ANGELES, CALIFORNIA

CITY COUNCIL
Dr. Monica Sanchez, Mayor
Erik Lutz, Mayor Pro-Tem
Gustavo V. Camacho, Councilmember
Raul Elias, Councilmember
Andrew C. Lara, Councilmember

CITY OFFICIALS
Steve Carmona, City Manager
Angelina Garcia, Assistant City Manager/Director of Administrative Services
Anna M. Jerome, CMC, City Clerk
Alvarez-Glasman & Colvin, City Attorney

MUNICIPAL ADVISOR
Urban Futures, Inc.
Tustin, California

BOND COUNSEL
Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

DISCLOSURE COUNSEL
Nixon Peabody LLP
Los Angeles, California

TRUSTEE
U.S. Bank Trust Company, National Association
Los Angeles, California
No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. The information set forth herein has been obtained from sources which are believed to be current and reliable. This information and the expression of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. Estimates and opinions are included and should not be interpreted as statements of facts. Summaries of documents do not purport to be complete statements of their provisions and such summaries are qualified by references to the entire contents of the summarized documents.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is not to be construed as a contract with the purchasers of any of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. Reference is hereby made to such documents on file with the City for further information in connection therewith. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not reproduced or used, in whole or in part, for any other purpose.

NONE OF THE BONDS HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. NONE OF THE BONDS HAVE BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. Forward-looking statements in this Official Statement are subject to risks and uncertainties. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to those forward-looking statements if or when expectations or events, conditions or circumstances on which such statements are based occur.

The City maintains a website. The information on such website is not part of this Official Statement and is not intended to be relied on by investors with respect to the Bonds unless specifically set forth or incorporated herein.
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OFFICIAL STATEMENT

$________*  
CITY OF PICO RIVERA  
PENSION OBLIGATION BONDS, SERIES 2022  
(FEDERALLY TAXABLE)

INTRODUCTION

This introduction contains only a brief summary of certain of the terms of the Bonds being offered, and a brief description of the Official Statement. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement. References to, and summaries of, provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

General

This Official Statement provides certain information concerning the issuance, sale and delivery of the City of Pico Rivera Pension Obligation Bonds, Series 2022 (Federally Taxable) (the “Bonds”), in the aggregate principal amount of $________*. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Trust Agreement (the “Trust Agreement”), dated as of _________ 1, 2022, by and between the City of Pico Rivera (the “City”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). For definitions of certain words and terms used but not otherwise defined herein, see APPENDIX C—“SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT.”

The City is a member of the California Public Employees’ Retirement System (“CalPERS”), an agent multiple-employer public employee defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California (the “State”), including the City. As such, the City is obligated by the Public Employees’ Retirement Law, constituting Part 3 of Division 5 of Title 2 of the California Government Code (the “Retirement Law”), and the contract between the Board of Administration of CalPERS and the City Council of the City, effective February 1, 1959 (as amended, the “CalPERS Contract”), to make contributions to CalPERS to (a) fund pension benefits for City employees who are members of CalPERS, (b) amortize the unfunded actuarial liability with respect to such pension benefits, and (c) appropriate funds for such purposes. The City participates in a retirement plan (with tiers within the plan) under the CalPERS Contract. The City is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the “Refunding Bond Law”), to issue bonds for the purpose of refunding obligations evidenced by the CalPERS Contract. The Bonds are authorized and issued pursuant to the Trust Agreement and a resolution of issuance adopted by the City Council of the City (the “Council”) on May 25, 2021 (the “Resolution”). The proceeds from the sale of the Bonds (exclusive of costs of issuance) will be used to refund a portion of the City’s obligations to CalPERS evidenced by the retirement plan in which the City participates pursuant to the CalPERS Contract and representing the current unamortized, unfunded

* Preliminary; subject to change.
accrued liability (the “Unfunded Liability”) with respect to certain pension benefits under the Retirement Law.

The obligations of the City under the CalPERS Contract and the Bonds, including the City’s obligation to make all payments of interest and principal when due, are absolute and unconditional, without any right of set-off or counterclaim. The Bonds are not limited as to payment to any special source of funds of the City.

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE PAYMENTS WITH RESPECT TO THE BONDS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Validation

On September 23, 2021, a default judgment (the “Validation Judgment”) was entered by the Superior Court of the State of California for the County of Los Angeles in the case entitled City of Pico Rivera v. All Persons Interested et al., (Case No. 21NWCP00205). The Validation Judgment was entered in connection with an action which was initiated by the City in connection with the issuance of City pension obligation bonds, including the Bonds. See “VALIDATION.”

No Debt Service Reserve Fund

The City will not fund a debt service reserve fund in connection with the issuance of the Bonds.

Continuing Disclosure

The City has covenanted for the benefit of the Holders of the Bonds to provide, or cause to be provided, to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access platform (EMMA) certain annual financial information and operating data and, in a timely manner, notice of certain enumerated events. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) (the “Rule”). See “APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE” for a description of the specific nature of the annual report and notices of enumerated events and a summary description of the terms of the Continuing Disclosure Certificate pursuant to which such reports are to be made. The City and its related entities have entered into previous undertakings to provide continuing disclosure pursuant to the Rule. See “CONTINUING DISCLOSURE” herein.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. The
City is not obligated to issue any updates or revisions to the forward-looking statements if, or when, its expectations, or events, conditions or circumstances on which such statements are based change.

**Miscellaneous**

The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder nor any future use of this Official Statement will, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

Included herein are brief summaries of the Trust Agreement and certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. See APPENDIX C—“SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT” attached hereto. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or Holders of the Bonds. Copies of the documents are on file and available for inspection at the corporate trust office of the Trustee in Los Angeles, California. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as the Trust Agreement. See APPENDIX C—“SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT” attached hereto for definitions of certain words and terms used but not otherwise defined herein.

**THE BONDS**

**General**

The Bonds will be issued in fully registered form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as Securities Depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only, in the denominations hereinafter set forth. Principal, premium, if any, and interest on the Bonds will be payable by the Trustee to DTC, which is obligated in turn to remit such principal and interest to DTC Participants for subsequent disbursement to Beneficial Owners (herein defined) of the Bonds. See APPENDIX F—“BOOK-ENTRY SYSTEM” herein.

The Bonds will be dated the date of delivery, mature on the dates and in the principal amounts and bear interest at the rates set forth on the inside front cover page of this Official Statement. The Bonds will be delivered in denominations equal to $5,000 or any integral multiple thereof. Interest on the Bonds will be payable on each April 1 and October 1, commencing October 1, 2022, by check mailed by first class mail on such interest payment date to such registered holders at the address shown on the registration books maintained by the Trustee; provided, however, that any Holder of at least $1,000,000 in aggregate principal amount of Bonds may be paid interest by wire transfer upon written request submitted to the Trustee prior to the Record Date immediately preceding the applicable Interest Payment Date. “Record Date” means the fifteenth day of each calendar month preceding any Interest Payment Date, regardless of whether such day is a Business Day.

**Optional Redemption of the Bonds**

The Bonds maturing on or after April 1, ______ may be redeemed at the option of the City from any source of funds on any date on or after ________ in whole or in part from such maturities as are
selected by the City at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption, without premium.

**Mandatory Sinking Fund Redemption**

The Bonds maturing April 1, 20__ (the “20__ Term Bonds”) are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium. The 20__ Term Bonds shall be so redeemed on the following dates and in the following amounts:

<table>
<thead>
<tr>
<th>Redemption Date (April 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20__</td>
<td>$__</td>
</tr>
<tr>
<td>20__</td>
<td>___</td>
</tr>
<tr>
<td>20__*</td>
<td>___</td>
</tr>
</tbody>
</table>

* Final maturity.

On or before each March 15 next preceding any mandatory sinking fund redemption date, the Trustee shall proceed to select for redemption pro-rata from all Term Bonds subject to mandatory sinking fund redemption at that time, an aggregate principal amount of such Term Bonds equal to the amount for such year as set forth in the table above and shall call such Term Bonds or portions thereof for redemption and give notice of such redemption in accordance with the Trust Agreement. At the option of the City, to be exercised by delivery of a written certificate to the Trustee on or before each April 1 next preceding any mandatory sinking fund redemption date, it may: (a) deliver to the Trustee for cancellation Term Bonds or portions thereof (in the amount of an Authorized Denomination) of the stated maturity subject to such redemption; or (b) specify a principal amount of such Term Bonds or portions thereof (in the amount of an Authorized Denomination) which prior to said date have been purchased or redeemed and cancelled by the Trustee at the request of the City and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Term Bonds or portion thereof so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount of the Term Bonds so delivered to the Trustee by the City against the obligation of the City on such mandatory sinking fund redemption date.

**Notice of Redemption**

Notice of redemption shall be given by the Trustee, not less than 20 nor more than 60 days prior to the redemption date: (i) in the case of Bonds not registered in the name of a Securities Depository or its nominee, to the respective Holders of the Bonds designated for redemption at their addresses appearing on the registration books of the Trustee; (ii) in the case of Bonds registered in the name of a Securities Depository or its nominee, to such Securities Depository for such Bonds; and (iii) to the Information Services. Notice of redemption to the Holders pursuant to clause (i) above shall be given by mail at their addresses appearing on the registration books of the Trustee, or any other method agreed upon by such Holder and the Trustee. Notice of redemption to the Securities Depositaries pursuant to clause (ii) above and the Information Services pursuant to clause (iii) above shall be given by electronically secure means, or any other method agreed upon by such entities and the Trustee.

Each notice of redemption shall state the Bonds or designated portions thereof to be redeemed, the date of redemption, the place of redemption, the redemption price, the CUSIP number (if any) of the Bonds to be redeemed, the distinctive numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be
redeemed, the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or part. Each such notice shall also state that on said date there will become due and payable on each of the Bonds to be redeemed the redemption price, and redemption premium, if any, thereof, and that from and after such redemption date interest thereon shall cease to accrue.

Failure to give the notices described in the Trust Agreement or any defect therein shall not in any manner affect the redemption of any Bonds. Any notice sent as provided in the Trust Agreement will be conclusively presumed to have been given whether or not actually received by the addressee.

Any notice of redemption may condition redemption of the Bonds on the availability of sufficient funds to effect the redemption, and the City shall have the right to rescind any notice of optional redemption previously sent pursuant to the Trust Agreement. Any such notice of rescission shall be sent in the same manner as the notice of redemption. Neither the City nor the Trustee shall incur any liability, to Bondholder, DTC, or otherwise, as a result of a rescission of a notice of redemption.

Selection of Bonds for Redemption

If less than all of the Bonds are called for redemption, the City will designate the maturities from which the Bonds are to be redeemed. For so long as the Bonds are registered in book entry form and DTC or a successor securities depository is the sole registered owner of such Bonds, if fewer than all of such Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds to be redeemed shall be selected on a pro rata pass through distribution of principal basis in accordance with the operational arrangements of DTC then in effect, and if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, all Bonds to be so redeemed will be selected for redemption in accordance with DTC procedures by lot; provided further that any such redemption must be performed such that all Bonds remaining outstanding will be in authorized denominations.

In connection with any repayment of principal of the Bonds pursuant to the pass through distribution of principal as described above, the Trustee will direct DTC to make a pass-through distribution of principal to the owners of the Bonds. A form of Pro Rata Pass Through Distribution of Principal Notice will be provided to the Trustee that includes a table of factors reflecting the relevant scheduled redemption payments and DTC’s applicable procedures, which are subject to change.

For purposes of calculating pro rata pass-through distributions of principal, “pro rata” means, for any amount of principal or interest to be paid, the application of a fraction to such amounts where: (a) the numerator is equal to the amount due to the owners of the Bonds on a payment date; and (b) the denominator is equal to the total original par amount of the Bonds.

It is the City’s intent that redemption allocations made by DTC with respect to the Bonds be made on a pro rata pass-through distribution of principal basis as described above. However, the City cannot provide any assurance that DTC, DTC’s direct and indirect participants, or any other intermediary will allocate the redemption of such Bonds on such basis.

If the Bonds are not registered in book-entry form and if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the Bonds of such maturity and bearing such interest rate to be redeemed will be selected on a pro rata basis, and the particular Bonds of such maturity and bearing such interest rate to be redeemed will be selected by lot, provided that any such redemption must be performed such that all Bonds remaining outstanding will be in authorized denominations.
Upon surrender of a Bond to be redeemed in part, the Trustee will authenticate for the registered owner a new Bond or Bonds of the same maturity and tenor equal in principal amount to the unredeemed portion of the Bond surrendered.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

Bond Payments

The obligations of the City under the Bonds, including the obligation to make all payments of principal, premium, if any and interest when due, are absolute and unconditional, without any right of set-off or counterclaim.

The Trust Agreement requires that the City no later than three Business Days preceding each Interest Payment Date beginning October 1, 2022, deliver funds to the Trustee for deposit to the Revenue Fund in an aggregate amount equal to the portion of the Annual Debt Service coming due on such Interest Payment Date (less amounts on deposit in the Revenue Fund). No assurance can be given as to the amount and source of money available in the City treasury for such transfer at any particular time. However, the Trust Agreement provides that the City shall punctually pay the interest on and the principal of and premium, if any, to become due on the Bonds.

From time to time, the City may enter into (i) one or more other trust agreements or indentures and/or (ii) one or more supplemental agreements supplementing and/or amending the Trust Agreement, for the purpose of providing for the issuance of Additional Bonds to refund the Bonds or to refund any Unfunded Liability under the CalPERS Contract, any other obligations due to CalPERS, or any bonds issued to refund the Unfunded Liability. Such Additional Bonds may be issued on a parity with the Bonds.

Revenue Fund

The Trust Agreement creates the “City of Pico Rivera 2022 Taxable Pension Obligation Bonds Revenue Fund” (the “Revenue Fund”) and a “Bond Interest Account” and “Bond Principal Account” therein.

All amounts received by the Trustee from the City in respect of interest payments on the Bonds shall be deposited in the Bond Interest Account and shall be disbursed to the applicable Bondholders to pay interest on the Bonds. All amounts held at any time in the Bond Interest Account shall be held for the security and payment of interest on the Bonds pursuant to the Trust Agreement. If at any time funds on deposit in the Bond Interest Account are insufficient to provide for the payment of such interest, the City shall promptly deposit funds to such Account to cure such deficiency. On October 2 of each year beginning in 202__, so long as no Event of Default under the Trust Agreement has occurred and is continuing, if directed by the City, the Trustee shall transfer all amounts on deposit in the Bond Interest Account to the City to be used for any lawful purpose.

All amounts received by the Trustee from the City in respect of principal payments on the Bonds shall be deposited in the Bond Principal Account and all amounts in the Bond Principal Account will be disbursed to pay principal on the Bonds pursuant to the Trust Agreement. If at any time funds on deposit in the Bond Principal Account are insufficient to provide for the payment of such principal, the City shall promptly deposit funds to such Account to cure such deficiency.
The moneys in such Revenue Fund and the accounts therein shall be held by the Trustee in trust and applied as provided in the Trust Agreement and, pending such application, shall be subject to a lien and charge in favor of the Holders of the Bonds issued and Outstanding under the Trust Agreement.

As described above, the City may issue Additional Bonds under the Trust Agreement. In the event the City issues Additional Bonds under the Trust Agreement, amounts on deposit in the Revenue Fund and the accounts therein will secure the Bonds and such Additional Bonds on a parity basis.

**Limited Obligations**

THE BONDS ARE GENERAL OBLIGATIONS OF THE CITY PAYABLE FROM ANY LAWFULLY AVAILABLE FUNDS OF THE CITY AND ARE NOT LIMITED AS TO PAYMENT TO ANY SPECIAL SOURCE OF FUNDS OF THE CITY. THE BONDS DO NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE PAYMENTS WITH RESPECT TO THE BONDS CONSTITUTES AN INDEBTEDNESS OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The City will in each Fiscal Year include in its budget a provision to provide funds in an amount sufficient to pay the principal, premium, if any, and interest on the Bonds coming due in such Fiscal Year, but only to the extent that such amounts exceed the amount of available funds then on deposit in the Revenue Fund, and shall make annual appropriations for all such amounts. If such principal, premium, if any, and interest on the Bonds coming due in any Fiscal Year exceeds the sum of amounts budgeted in respect thereof together with amounts then on deposit in the Revenue Fund, then the City will amend or supplement the budget to provide for such excess amounts.

**PLAN OF REFINANCING**

On September 23, 2021, the Superior Court of the State of California in and for the County of Los Angeles (the “County”) entered a default judgment to the effect, among other things, that (i) the Trust Agreement will be a valid, legal and binding obligation of the City and the approval thereof was in conformity with applicable provisions of law and (ii) the City has the authority under California law to provide for the refunding of its Unfunded Liability and its normal annual contributions for a fiscal year by issuing bonds, including without limitation the Bonds, and applying the proceeds of bonds to the retirement of the its Unfunded Liability and payment of its current year normal annual contributions.

CalPERS has notified the City as to the amount of the Unfunded Liability as of the delivery date of the Bonds, consisting of $__________ with respect to the City’s Miscellaneous Plan. The Bonds are being issued to finance a portion of the total Unfunded Liability as of the delivery date of the Bonds. Upon the issuance of the Bonds, the City will pay $__________ to CalPERS for deposit to the CalPERS Payment Fund. The City projects that upon the refunding a portion of the Unfunded Liability, the funding level of the Miscellaneous Plan will be increased to ______%.

See “CITY FINANCING INFORMATION – Retirement Contributions” for additional information regarding the City’s Miscellaneous Plan and the Council Plan.
ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds are estimated to be applied as set forth below.

**Estimated Sources of Funds**
Principal Amount of Bonds
Total Sources of Funds

**Estimated Uses of Funds**
Funding of the Unfunded Liability\(^{(1)}\)
Costs of Issuance\(^{(2)}\)
Underwriter’s Discount
Total Uses of Funds

\(^{(1)}\) Deposit to CalPERS Payment Fund. See “PLAN OF REFINANCING” herein.
\(^{(2)}\) Includes rating fees, legal fees, printing costs, trustee fees and other costs of issuance deposited in the Costs of Issuance Fund.

ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth the amounts required to be made available for the payment of principal of and interest on the Bonds, assuming no optional redemption occurs prior to maturity.

<table>
<thead>
<tr>
<th>Fiscal Year Ending June 30</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THE CITY

General Information

The City is located approximately 11 miles east of downtown Los Angeles, California. The City was incorporated on January 29, 1958 and is a general law city operating under a council/manager form of government. See APPENDIX B – “ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF PICO RIVERA.”

Government

City Council and Staff. The City operates under a Council/Manager form of government. The City Council is composed of five members elected at large. The Mayor is the presiding officer of the Council and is selected by the members of the City Council to serve a term of one year on a rotational basis. The City Council appoints a City Manager, City Clerk, City Attorney, and all advisory boards and commissions. The City Manager serves as the chief administrative officer of the City.

Steve Carmona, City Manager. With more than 20 years of experience in both the public and private sectors, Mr. Carmona brings a wealth of knowledge and expertise to the community. Since 2016, he has served as the City Manager and Director of Community & Economic Development. Previously, Mr. Carmona served as economic development director for the City of Los Angeles. He was involved in many notable and highly-profiled projects in the greater Los Angeles region. Mr. Carmona has served on numerous Boards, Commissions, and Committees, including the City of Los Angeles Board of Public Works. In this capacity, he delivered projects and programs that enhanced quality of life, economic growth, public health, and the environment. In addition to his public sector experience, Mr. Carmona was also highly involved in creating a business development program for the electrical industry. He played a vital role in crafting policy language that significantly improved the public sector's procurement process. His impact in this sector was instrumental in assisting the LA Building Trades in obtaining Project Labor Agreements for high-profile projects. He earned his degree in Business Administration from California State University, Los Angeles.

Angelina Garcia, Director of Administrative Services/Interim Assistant City Manager. Ms. Garcia has over 22 years of Financial Services experience, including audit of government agencies, not-for-profit organizations, and real estate entities. For the last 15 years, she has held various roles in municipal finance and administration, which include: Fiscal Services Manager, Manager of Budget and Business Planning, Deputy Director of Administrative Services, Director of Administrative Services/Finance, and most recently, serving a dual role as Interim Assistant City Manager/Director of Administrative Services at the City of Pico Rivera. She earned a Bachelor of Science in Business Administration with an emphasis in Accounting from California State University, Long Beach.

Administration. The major municipal departments and agencies of the City administration are: City Manager; City Clerk; City Attorney; Finance; Human Resources; Public Works; Community and Economic Development; and Parks and Recreation. The City operates divisions within these major departments for Redevelopment, Emergency Services, Building and Safety, and Planning. The City contracts with the County of Los Angeles for police and fire protection as well as library services.
Budgetary Process and Administration; General Fund

The City uses the following procedures when establishing the budgetary data reflected in its financial statements:

The City employs a biennial budget process where future revenue and planned expenditures are determined for two fiscal years. The fiscal year of the City begins on the first day of July of each year and ends on the thirtieth day of June the following year. In May of every other year, the City Manager submits to the City Council the proposed budget during a special budget study session. At the conclusion of the special budget study session, the City Council reviews and considers the proposed budget and makes any revisions thereof that it deems advisable and on or before June 30 it adopts the budget with revisions, if any, by the affirmative vote of at least a majority of the total members of the City Council during a public meeting. At any public meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative vote of at least a majority of the total members of the City Council. While the City Manager is authorized to move appropriations from one object to another within each budgetary program/division and within the same fund, provided that the total approved appropriations for a budget program and within the same fund are not exceeded, the City Council must approve any supplements to the budget.

The City Council employs an independent certified public accounting firm which, at such time or times as specified by the City Council, at least annually, at such other times as such firm shall determine, examines the books, records, inventories and reports of all officers and employees who receive, control, handle or disburse public funds and of all such other officers, employees or departments as the City Council may direct.

Revenue and Expenditure Trends

The General Fund City Budget includes programs and services which are provided on a largely Citywide basis. The programs and services are financed primarily by the City’s share of property taxes, sales tax, local taxes, revenues from the State and charges for services provided.

Table 1 below compares the City’s General Fund Budget adopted for Fiscal Years 2019-20 and 2020-21 with the City’s audited actual revenue and expenditures for the same Fiscal Years.
<table>
<thead>
<tr>
<th>Statement of Revenues, Expenditures, and Changes in General Fund Balances Budget And Actual General Fund Balances For Fiscal Years Ended June 30, 2020 and June 30, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Taxes and Assessments</td>
</tr>
<tr>
<td>Licenses and Permits</td>
</tr>
<tr>
<td>Intergovernmental</td>
</tr>
<tr>
<td>Charges for Services</td>
</tr>
<tr>
<td>Fines, Forfeitures and Penalties</td>
</tr>
<tr>
<td>Investment and Rental</td>
</tr>
<tr>
<td>Miscellaneous</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>General Government</td>
</tr>
<tr>
<td>Public Safety</td>
</tr>
<tr>
<td>Public Works</td>
</tr>
<tr>
<td>Parks and Recreation</td>
</tr>
<tr>
<td>Community Development</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</strong></td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
</tr>
<tr>
<td>Transfers In</td>
</tr>
<tr>
<td>Transfers Out</td>
</tr>
<tr>
<td>Total Other Financing Sources (Uses)</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
</tr>
<tr>
<td>Fund Balance – Beginning of Year</td>
</tr>
<tr>
<td><strong>FUND BALANCE – END OF YEAR</strong></td>
</tr>
</tbody>
</table>

Source: City of Pico Rivera.
The following table shows General Fund estimated revenues and General Fund appropriations from the adopted fiscal year 2021-22 and fiscal year 2022-23 City budget, including a mid-year projection conducted on March 8, 2022 with respect to the fiscal year 2021-22 City budget.  [UPDATE 2022-23 BUDGET WHEN UPDATED INFORMATION IS AVAILABLE]

**TABLE 2**  
**General Fund Budget**  
**Revenues and Appropriations**  
**For Fiscal Year Ended June 30, 2022 and Mid-Year Projection**

<table>
<thead>
<tr>
<th></th>
<th>Fiscal Year 2021-22</th>
<th>Fiscal Year 2022-23</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted Budget</td>
<td>Mid-Year Projected</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td>Over/Under Budget</td>
</tr>
<tr>
<td>Taxes and Assessments</td>
<td>38,375,962</td>
<td>40,625,186</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>2,756,064</td>
<td>2,756,064</td>
</tr>
<tr>
<td>Fees, Fines, and Forfeitures</td>
<td>903,229</td>
<td>739,129</td>
</tr>
<tr>
<td>Use of Money</td>
<td>159,310</td>
<td>159,310</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>421,715</td>
<td>421,715</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>2,817,360</td>
<td>2,817,360</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>45,433,640</td>
<td>47,518,764</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Fiscal Year 2022-23</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td>10,829,315</td>
<td>10,807,915</td>
</tr>
<tr>
<td>Public Safety</td>
<td>12,713,448</td>
<td>12,713,448</td>
</tr>
<tr>
<td>Public Works</td>
<td>8,639,457</td>
<td>8,684,457</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>5,593,484</td>
<td>5,608,484</td>
</tr>
<tr>
<td>Community Development</td>
<td>5,737,686</td>
<td>5,757,486</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,920,250</td>
<td>1,920,250</td>
</tr>
<tr>
<td>Principal</td>
<td>955,000</td>
<td>955,000</td>
</tr>
<tr>
<td>Interest</td>
<td>965,250</td>
<td>965,250</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>45,433,640</td>
<td>45,492,040</td>
</tr>
</tbody>
</table>

**Operating Surplus (Deficit)**  
$ - $2,026,724 $2,026,724 $ -

Source: City of Pico Rivera.
The following table sets forth the City’s General Fund balance sheet based upon audited financial statements for Fiscal Years ended June 30, 2017 through June 30, 2021.

**TABLE 3**

**General Fund Balance Sheet**

*For Fiscal Years Ended June 30, 2017 Through June 30, 2021*

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$31,941,681</td>
<td>$31,151,742</td>
<td>$27,701,672</td>
<td>$30,431,892</td>
<td>$38,755,401</td>
</tr>
<tr>
<td>Restricted Cash and Investments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments with Fiscal Agents</td>
<td>-</td>
<td>-</td>
<td>1,061,066</td>
<td>1,087,825</td>
<td>1,372,990</td>
</tr>
<tr>
<td>Receivables:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts</td>
<td>194,790</td>
<td>154,460</td>
<td>343,078</td>
<td>67,296</td>
<td>6,686</td>
</tr>
<tr>
<td>Taxes</td>
<td>4,220,650</td>
<td>3,978,522</td>
<td>4,398,776</td>
<td>4,762,918</td>
<td>5,173,945</td>
</tr>
<tr>
<td>Interest</td>
<td>25,551</td>
<td>78,931</td>
<td>122,019</td>
<td>67,688</td>
<td>17,421</td>
</tr>
<tr>
<td>Due from Other Funds</td>
<td>2,569,834</td>
<td>4,674,542</td>
<td>4,195,286</td>
<td>3,796,927</td>
<td>5,060,182</td>
</tr>
<tr>
<td>Advance to Other Funds</td>
<td>18,260,812</td>
<td>18,260,812</td>
<td>21,056,349</td>
<td>21,298,984</td>
<td>19,470,422</td>
</tr>
<tr>
<td>Prepaid Items</td>
<td>77,178</td>
<td>36,060</td>
<td>74,577</td>
<td>1,910</td>
<td>13,759</td>
</tr>
<tr>
<td>Receivables from Successor Agency</td>
<td>12,922,861</td>
<td>13,041,334</td>
<td>13,201,586</td>
<td>13,293,246</td>
<td>13,313,823</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$70,213,357</td>
<td>$71,376,403</td>
<td>$72,154,409</td>
<td>$74,808,686</td>
<td>$83,184,629</td>
</tr>
<tr>
<td><strong>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LIABILITIES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>$2,789,208</td>
<td>$3,064,866</td>
<td>$1,768,409</td>
<td>$1,951,535</td>
<td>$2,009,833</td>
</tr>
<tr>
<td>Accrued Liabilities</td>
<td>524,596</td>
<td>676,613</td>
<td>446,555</td>
<td>367,607</td>
<td>312,827</td>
</tr>
<tr>
<td>Due to Other Funds</td>
<td>176,000</td>
<td>176,000</td>
<td>176,000</td>
<td>176,000</td>
<td>176,000</td>
</tr>
<tr>
<td>Deposits</td>
<td>940,800</td>
<td>538,651</td>
<td>732,496</td>
<td>796,397</td>
<td>1,046,756</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>4,430,604</td>
<td>4,456,130</td>
<td>3,123,460</td>
<td>3,291,539</td>
<td>3,545,416</td>
</tr>
<tr>
<td><strong>DEFERRED INFLOWS OF RESOURCES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unavailable Revenue</td>
<td>6,048,280</td>
<td>6,166,753</td>
<td>6,575,993</td>
<td>6,419,540</td>
<td>6,439,241</td>
</tr>
<tr>
<td><strong>FUND BALANCES (DEFICITS):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted</td>
<td>-</td>
<td>-</td>
<td>1,061,066</td>
<td>1,087,825</td>
<td>1,372,990</td>
</tr>
<tr>
<td>Committed</td>
<td>9,476,700</td>
<td>9,665,400</td>
<td>10,284,000</td>
<td>10,169,300</td>
<td>20,510,328</td>
</tr>
<tr>
<td>Assigned</td>
<td>14,426,700</td>
<td>13,856,200</td>
<td>14,039,900</td>
<td>13,991,300</td>
<td>13,717,940</td>
</tr>
<tr>
<td>Unassigned</td>
<td>10,621,156</td>
<td>12,063,120</td>
<td>9,067,136</td>
<td>11,676,360</td>
<td>11,242,605</td>
</tr>
<tr>
<td><strong>Total Fund Balances (Deficit)</strong></td>
<td>59,734,473</td>
<td>60,753,520</td>
<td>62,454,956</td>
<td>65,097,607</td>
<td>73,199,972</td>
</tr>
<tr>
<td><strong>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</strong></td>
<td>$70,213,357</td>
<td>$71,376,403</td>
<td>$72,154,409</td>
<td>$74,808,686</td>
<td>$83,184,629</td>
</tr>
</tbody>
</table>

Source: City of Pico Rivera.
The following table sets forth the City’s General Fund revenues, expenditures and changes in fund balances based upon audited financial statements for Fiscal Years 2016-17 through 2020-21.

**TABLE 4**

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For Fiscal Years Ended June 30, 2017 Through June 30, 2021

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes and Assessments</td>
<td>$31,852,855</td>
<td>$32,299,794</td>
<td>$34,528,658</td>
<td>$35,065,105</td>
<td>$37,845,016</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>2,442,190</td>
<td>2,960,639</td>
<td>2,861,711</td>
<td>2,212,910</td>
<td>3,209,557</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>298,576</td>
<td>208,688</td>
<td>286,737</td>
<td>273,933</td>
<td>1,286,381</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>2,018,892</td>
<td>1,470,114</td>
<td>1,467,293</td>
<td>1,322,910</td>
<td>1,055,863</td>
</tr>
<tr>
<td>Fines, Forfeitures and Penalties</td>
<td>898,203</td>
<td>1,002,532</td>
<td>1,109,430</td>
<td>952,095</td>
<td>1,108,568</td>
</tr>
<tr>
<td>Investment and Rental</td>
<td>91,218</td>
<td>322,353</td>
<td>882,362</td>
<td>857,744</td>
<td>452,695</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>304,905</td>
<td>5,324,467</td>
<td>722,989</td>
<td>432,140</td>
<td>277,888</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>37,906,839</td>
<td>43,598,587</td>
<td>41,859,180</td>
<td>41,115,931</td>
<td>45,235,968</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td>11,573,687(1)</td>
<td>12,732,924(2)</td>
<td>7,098,901</td>
<td>8,013,540</td>
<td>7,333,016</td>
</tr>
<tr>
<td>Public Safety</td>
<td>11,358,158</td>
<td>11,851,116</td>
<td>11,971,740</td>
<td>12,433,612</td>
<td>12,286,345</td>
</tr>
<tr>
<td>Public Works</td>
<td>8,626,627</td>
<td>9,989,954</td>
<td>9,366,357</td>
<td>8,868,826</td>
<td>8,179,901</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>4,606,045</td>
<td>5,177,249</td>
<td>5,862,032</td>
<td>5,329,096</td>
<td>4,578,015</td>
</tr>
<tr>
<td>Community Development</td>
<td>2,735,317</td>
<td>3,233,811</td>
<td>3,429,269</td>
<td>4,057,865</td>
<td>3,926,319</td>
</tr>
<tr>
<td>Debt Service:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>980,000</td>
<td>865,000</td>
<td>885,000</td>
<td>900,000</td>
<td>925,000</td>
</tr>
<tr>
<td>Interest and Fiscal Charges</td>
<td>655,944</td>
<td>1,061,150</td>
<td>1,043,650</td>
<td>1,023,450</td>
<td>998,225</td>
</tr>
<tr>
<td>Bond Issuance Costs</td>
<td>520,424</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments to Refunding Escrow Agent</td>
<td>2,368,685</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>43,424,887</td>
<td>44,911,204</td>
<td>39,656,949</td>
<td>40,626,389</td>
<td>38,226,821</td>
</tr>
<tr>
<td><strong>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</strong></td>
<td>(5,518,048)</td>
<td>(1,312,617)</td>
<td>2,202,231</td>
<td>489,542</td>
<td>7,009,147</td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>6,442,764</td>
<td>2,229,692</td>
<td>1,233,262</td>
<td>2,153,109</td>
<td>1,375,868</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(1,655,306)</td>
<td>(506,623)</td>
<td>(2,737,472)</td>
<td>-</td>
<td>(282,650)</td>
</tr>
<tr>
<td>Proceeds from Bond Issuance</td>
<td>30,470,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bond Premium</td>
<td>3,082,378</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Payment to Refunding Escrow Agent</td>
<td>(33,021,008)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources (Uses)</strong></td>
<td>946,628</td>
<td>1,723,069</td>
<td>(1,504,210)</td>
<td>2,153,109</td>
<td>1,093,218</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCES</strong></td>
<td>(4,571,420)</td>
<td>410,452</td>
<td>698,021</td>
<td>2,642,651</td>
<td>8,102,365</td>
</tr>
<tr>
<td>Fund Balances (Deficits – Beginning of Year)</td>
<td>64,305,893</td>
<td>60,343,068</td>
<td>61,756,935</td>
<td>62,454,956</td>
<td>65,097,607</td>
</tr>
<tr>
<td><strong>Fund Balances (Deficits) – END OF YEAR</strong></td>
<td>$ 59,734,473</td>
<td>$ 60,753,520</td>
<td>$ 62,454,956</td>
<td>$ 65,097,607</td>
<td>$ 73,199,972</td>
</tr>
</tbody>
</table>

(1) Includes approximately $4 million funding of an irrevocable trust established for the City’s other post-employment benefits.

(2) Includes purchase of two private properties in connection with a street widening project of approximately $4.1 million and approximately $1 million funding of an irrevocable trust established for the City’s unfunded pension liabilities.

Source: City of Pico Rivera.
The following table shows the source of tax revenues of the General Fund for the past three fiscal years.

<table>
<thead>
<tr>
<th>TABLE 5</th>
<th>General Fund Tax Revenues By Source</th>
<th>% of Total General Fund Taxes 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018-19</td>
<td>2019-20</td>
</tr>
<tr>
<td>Sales and Use Taxes(^{(1)})</td>
<td>$18,403,221</td>
<td>$18,299,271</td>
</tr>
<tr>
<td>Property Taxes</td>
<td>10,646,729</td>
<td>11,132,519</td>
</tr>
<tr>
<td>Franchise Taxes</td>
<td>855,636</td>
<td>880,568</td>
</tr>
<tr>
<td>Utility Users taxes</td>
<td>2,939,221</td>
<td>3,064,500</td>
</tr>
<tr>
<td>Transient Occupancy Tax</td>
<td>461,474</td>
<td>438,232</td>
</tr>
<tr>
<td>Property Transfer Tax</td>
<td>157,377</td>
<td>185,014</td>
</tr>
<tr>
<td>Total General Fund Taxes</td>
<td>$33,463,658</td>
<td>$34,000,104</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Excludes $1,065,000 of sales taxes within the Project Area pledged to the Agency. Sales tax revenues generated by Measure P were $9,266,752, $9,704,706 and 11,319,835 for Fiscal Years 2018-19, 2019-20 and 2020-21, respectively. See “THE CITY – Sales and Uses Taxes.”

Source: City of Pico Rivera.

Financial Statements

All governmental funds are accounted for using the modified accrual basis of accounting. The City’s revenues are recognized when they become measurable and available as net current assets.

Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. The exception to this general rule is principal and interest on general long-term debt, which is recognized when due. Some debts and obligations may be payable from self-supporting enterprises or revenue sources other than property taxation. Special assessment bonds are not included in the tabulation; lease revenue obligations payable from the General Fund or equivalent sources are included.

All proprietary funds are accounted for using the accrual basis for accounting. Revenues are recognized when they are earned, and expenses are recognized when they are incurred. Receivables are recorded and determined at the time of consumption, and unbilled receivables are not recorded. See APPENDIX A - “AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021.”

The audited combined financial statements of the City are available through links obtained at the City’s website at [http://www.pico-rivera.org/](http://www.pico-rivera.org/). The audited combined financial statements of the City are also available upon request. Such request should be directed to the City Clerk’s Office, 6615 Passons Blvd., Pico Rivera, California 90660. The information set forth on such website is not incorporated herein by reference.

Property Taxes

The assessed valuation of property in the City is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are
reported at 100% of the full cash value of the property, as defined in Article XIII A of the California Constitution. (See “RISK FACTORS – Risks Related to Taxation in California” below).

Certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. The table below presents the assessed valuations in the City from Fiscal Years 2016-17 through 2020-21.

**TABLE 6**

Assessed Valuation of Taxable Property
Fiscal Years 2017-18 through 2021-22

<table>
<thead>
<tr>
<th></th>
<th>Residential Property</th>
<th>Commercial Property</th>
<th>Industrial Property</th>
<th>Other Property*</th>
<th>Tax-Exempt Property</th>
<th>Total Taxable Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>3,517,570,969</td>
<td>596,369,740</td>
<td>740,474,135</td>
<td>315,837,843</td>
<td>100,235</td>
<td>5,170,352,922</td>
</tr>
<tr>
<td>2019-20</td>
<td>3,706,643,219</td>
<td>629,479,041</td>
<td>771,749,293</td>
<td>365,146,561</td>
<td>102,238</td>
<td>5,473,120,352</td>
</tr>
<tr>
<td>2020-21</td>
<td>3,895,827,995</td>
<td>639,397,804</td>
<td>823,738,292</td>
<td>382,305,577</td>
<td>104,282</td>
<td>5,741,373,950</td>
</tr>
<tr>
<td>2021-22</td>
<td>4,079,513,033</td>
<td>657,191,391</td>
<td>978,113,682</td>
<td>374,506,281</td>
<td>105,361</td>
<td>6,089,142,748</td>
</tr>
</tbody>
</table>

* Other property includes recreational, institutional, vacant and miscellaneous property.
Source: City of Pico Rivera.

Economic and other factors beyond the City’s control, such as economic recession, deflation of land values, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood or other natural disaster could cause a reduction in the assessed value of taxable property in the City.

Taxes are levied by the County for each Fiscal Year on taxable real and personal property which is situated in the City as of the preceding January 1. Effective July 1, 1983, real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as “secured” or “unsecured.” Property assessed as “secured” is listed accordingly on separate parts of the assessment roll containing State-assessed property and property the taxes on which are a lien on real property sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each Fiscal Year, and if unpaid become delinquent on December 10 and April 10, respectively, subject to a penalty of ten percent. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the Fiscal Year. Such property may thereafter be redeemed by payment of a penalty of 1.5 percent per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County Tax Collector.

Property taxes on the unsecured roll are due as of the January 1 lien date and, in general, become delinquent on August 31, subject to a ten percent penalty. If unsecured taxes are unpaid on October 31, an additional penalty of 1.5 percent attaches to them on the first day of each month until paid. The City has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in
order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Clerk and Recorder’s office in order to obtain a lien on certain property of the taxpayer, and (4) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee.

The City also receives property tax revenues in lieu of Vehicle License Fees (“VLF”). VLF is a state imposed and collected tax on ownership of a registered vehicle. Since the State lowered the VLF rate in the mid-1990s, the State has reimbursed counties and cities for their lost revenue. Before 2004, the reimbursements were made from State general fund revenues. Starting in 2004, the State paid for the lost VLF revenue by redirecting a portion of property taxes originally allocated to the schools to counties and cities, called the VLF swap. Previously, the amounts counties and cities received were based on their populations. Currently, counties’ and cities’ VLF swap amounts increase annually based on growth in the secured assessed value of property within their boundaries.

**No Teeter Plan.** The Los Angeles County Board of Supervisors elected to discontinue the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sales Proceeds (commonly referred to as the “Teeter Plan”) on July 1, 2009. Under the terms of the Teeter Plan, the County had remitted to local agencies the amount of uncollected taxes in exchange for retaining any subsequent delinquent payments, penalties and interest that would have been due to the local agency. As the Teeter Plan has been discontinued, the City’s property tax revenues reflect both reduced property tax revenue from uncollected taxes and increased revenue from the subsequent receipt of delinquent taxes, interest and penalty payments.

The following table sets forth the levies, collections and percent of collections and levies for property taxes (excluding property taxes in lieu of VLF) in the City for the last five Fiscal Years.

**TABLE 7**

<table>
<thead>
<tr>
<th>Fiscal Year Ending June 30</th>
<th>Taxes Levied</th>
<th>Amount Collected in the Fiscal Year of Levy</th>
<th>Percent of Levy</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$2,674,309</td>
<td>$2,638,929</td>
<td>98.68%</td>
</tr>
<tr>
<td>2018</td>
<td>2,840,017</td>
<td>2,798,898</td>
<td>98.55%</td>
</tr>
<tr>
<td>2019</td>
<td>2,955,805</td>
<td>2,914,751</td>
<td>98.61%</td>
</tr>
<tr>
<td>2020</td>
<td>3,169,235</td>
<td>3,055,052</td>
<td>96.40%</td>
</tr>
<tr>
<td>2021</td>
<td>3,322,924</td>
<td>3,261,695</td>
<td>98.16%</td>
</tr>
</tbody>
</table>

Source: City of Pico Rivera.

For a number of years, the State Legislature has shifted property taxes from cities, counties and special districts to the Educational Revenue Augmentation Fund (“ERAF”). In Fiscal Years 1993 and 1994, in response to serious budgetary shortfalls, the State Legislature and administration permanently redirected over $3 billion of property taxes from cities, counties, and special districts to schools and community college districts pursuant to ERAF shifts. The Fiscal Year 2005 State Budget included an additional $1.3 billion shift of property taxes from certain local agencies, including the City, in Fiscal Years 2005 and 2006.

On November 2, 2004, State voters approved Proposition 1A, which amended the State Constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State may not: (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes; (ii) shift property taxes from local governments to schools or
community colleges; (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature; or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in Fiscal Year 2009, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State; and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county.

On July 27, 2009, the Governor signed a revised Fiscal Year 2010 State budget that included an ERAF shift of approximately 8% of 1% ad valorem property tax revenues from certain local agencies, including the City.

Largest Property Taxpayers

The ten largest property taxpayers in the City, as shown on the 2021-22 combined tax roll, are listed below:

<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Assessed Valuation</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Paramount Pico Rivera Industrial LLC</td>
<td>$83,995,603</td>
<td>1.38%</td>
</tr>
<tr>
<td>2. Vestar California XXVI LLC</td>
<td>75,216,953</td>
<td>1.24%</td>
</tr>
<tr>
<td>3. Bcore Mercury Lane Owner LLC</td>
<td>62,000,000</td>
<td>1.02%</td>
</tr>
<tr>
<td>4. Majestic Amb Pico Rivera</td>
<td>48,030,449</td>
<td>0.79%</td>
</tr>
<tr>
<td>5. 8540 Whittier Boulevard Investors LLC</td>
<td>41,400,435</td>
<td>0.68%</td>
</tr>
<tr>
<td>6. Wal Mart Real Estate Business</td>
<td>38,210,384</td>
<td>0.63%</td>
</tr>
<tr>
<td>7. Pico Rivera Holding LVT</td>
<td>37,132,826</td>
<td>0.61%</td>
</tr>
<tr>
<td>8. Pavilion Affordable Housing LP</td>
<td>33,975,375</td>
<td>0.56%</td>
</tr>
<tr>
<td>9. Howards Pico Real Estate LLC</td>
<td>33,230,739</td>
<td>0.55%</td>
</tr>
<tr>
<td>10. RLF I-Pico SPE LLC</td>
<td>33,184,263</td>
<td>0.54%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$453,192,764</strong></td>
<td>7.99%</td>
</tr>
</tbody>
</table>

(1) 2021-22 Local Secured Assessed Valuation: $6,089,729,7480.
Source: City of Pico Rivera.

Sales and Use Taxes

As of July 2, 1990, the City was authorized to receive an amount equal to one percent (1.00%) of taxable sales within its jurisdiction. As of December 17, 1990, by Ordinance No. 1-90 of the former Pico Rivera Redevelopment Agency (as succeeded by the Successor Agency to the Pico Rivera Redevelopment Agency, the “Agency”) and an agreement between the City and the Agency also dated as of December 17, 1990, the Agency elected to receive, with the agreement of the City, sixty-eight percent (68%) of the City’s share of sales tax generated within the Pico Rivera Redevelopment Project Area (the “Project Area”). Those sales taxes allowable to the Agency (the “Agency Portion”) up to $1,065,000 have been committed by the Agency for Agency obligations, which are scheduled to mature on December 1, 2025. Such Agency Portion will be available to the City starting on December 2, 2025.
The Project Area consists of approximately 680 acres, or approximately twelve and seven one hundredths percent (12.07%) of the acreage of the City. For fiscal year 2020-21, businesses within the Project Area reported sales and use taxes of $3,046,522. During the same period, excluding those businesses located within the Project Area, businesses within the City reported sales and use taxes of $6,959,079.

In November 2008, the voters of the City approved Measure P (“Measure P”), which imposes an additional retail transactions and use tax of one percent (1.00%) of taxable sales within the City. Taxes generated by Measure P are required to be distributed to the City’s General Fund and no portion thereof is allocable to the Agency. With Measure P in place, the overall sales and use tax rate effective within the City is 10.0%.

Sales and use taxes are often a volatile source of revenues, fluctuating significantly with changing economic conditions. However, sales and use taxes have been a relatively steady source of revenues for the City in the past five fiscal years; over that period, there has been an overall increase in sales and use taxes. While there have been no attempts to date to rescind the additional taxes imposed by Measure P, there could be future attempts to rescind the tax, in whole or in part, and there can be no assurance that such Measure P taxes will always remain in effect.

The top 25 sales tax producers accounted for 68.95% of the sales tax revenues during Fiscal Year 2020-21.

Utility Users Taxes

The City imposes a utility users tax (Telephone Tax: 5%, Electricity Tax: 4.5%, Gas Tax: 4.5%, Video Users Tax: 5%). The City’s utility users tax was enacted by the City Council on November 1, 1993 and ratified by the voters on November 5, 2002. While there have been no formal attempts to date to rescind the utility users tax, there could be future attempts to rescind the tax, in whole or in part, and there can be no assurance that the utility users tax will always remain in effect.

Certain Outstanding Obligations

Excepting for the City’s obligations under the lease agreement in connection with the Pico Rivera Public Financing Authority Lease Revenue Refunding Bonds, Series 2016, the City has not entered into leases which constitute currently outstanding obligations of the City’s General Fund. See “THE CITY – Sales and Uses Taxes” regarding the share of sales taxes within the Project Area pledged to the Agency.

In order to retain the operations of a certain employer within the City, the City has entered into an economic development subsidy agreement with this employer. Under this agreement, the City is to pay the employer an amount equal to 25% of sales tax revenues generated by the employer up to a sales tax revenue threshold and 55% of sales tax revenues in excess of that threshold, payable on or before July 30 for the previous calendar years for the period from January 1, 2017 through December 31, 2027. In no event will the total payments to the employer exceed $3,280,000 for the term of the agreement. Payment on this agreement is contingent on the employer meeting certain operating covenants and other restrictive covenants. Payments made to this employer for the year ended June 30, 2021, totaled $278,492.

Reserve Policy

In an effort to further secure the City’s long-term financial health, the City Council first adopted comprehensive reserve policies as part of the Fiscal Year 2016-17 budget adoption process. These policies solidified the City's commitment to setting aside funds for economic uncertainty, while expanding the policy to allow for assignments of fund balance for capital projects, equipment replacement, leave accruals, and other expenses.
The policies were further refined and adopted by City Council as part of the Fiscal Year 2020-21 budget process. On July 28, 2020, the City Council adopted revised “risk-based” General Fund and Proprietary Fund Reserve Policies, which increased to the General Fund’s Emergencies/Economic Stabilization Reserve from 25 percent to 50 percent. The revised policy also set certain triggers to allow staff and City Council to reassess budgeted service levels during economic downturns to ensure ongoing economic stability.

The City strives to be well-positioned to weather potential economic downturns, natural disasters or other calamities which might impinge upon operating revenue. The City’s reserves, as governed by the adopted reserve policies, have been classified in an effort to address any number of one-time uses. Future budgets will address these reserves, seeking to further strengthen the City’s economic health by setting aside additional fund balance for anticipated uses (i.e., addressing long-term unfunded liabilities).

**Investment Policy**

Funds held by the City are invested in accordance with the City’s Statement of Investment Policy (the “Investment Policy”) prepared by the Treasurer as authorized by Section 53601 of the Government Code of California.

The City believes that its funds are prudently invested and that the investments therein are scheduled to mature at the times and in the amounts that are necessary to meet the City’s expenditures and other scheduled withdrawals.

The City’s statement of Investment Policy rendered to the City Council by the City Treasurer pursuant to Section 53646 of the California Government Code states that the basic premise underlying the City’s investment philosophy is to minimize credit and market risks while maintaining a competitive yield on its portfolio. Hence, safety of principal is the foremost objective of the City, followed by liquidity and yield. Under provisions of the Investment Policy, the City may invest in time deposits, bankers acceptances, money market funds, U.S. Treasury Bills and notes, governmental agency securities, repurchase agreements, reverse repurchase agreements, commercial paper, medium term notes of corporations operating within the United States rated “A” or better by S&P Global Ratings or by Moody’s Investors Services, and State Local Agency Investment Fund (“LAIF”), which is under the oversight of the State Treasurer.

For additional information concerning the City investments, see APPENDIX A - “AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021.”

**Labor Relations**

The City recognizes two employee organizations, SEIU Local 721 (“SEIU”) and the Mid-Managers, Professionals and Confidential Employees Association (“CEA”), which collectively represent approximately all, full-time, regular City employees in a variety of classifications. SEIU Local 721 represents the City’s part-time employees in a variety of classifications. The City’s Recreation & Education Accelerating Children's Hopes (REACH) program staff is not represented.

The collective bargaining agreements with SEIU Local 721 and CEA were in effect from July 1, 2017 through June 30, 2020, extended to June 30, 2021 and then extended again while the parties negotiate successor collective bargaining agreements. The current extension keeps the Memorandum of Understanding between the parties in full force and effect until either party provides a 30-day notice. The City has not experienced a work stoppage by City Employees in at least the last twenty years.
Pension Plans

The information below does not take into account the refunding of certain of the Unfunded Liability by the Bonds.

The City contributes to the California Public Employees Retirement System (“CalPERS”), an agent multiple-employer public employee defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute. Copies of CalPERS’ annual financial report may be obtained from their executive office: 400 P Street, Sacramento, California 95814.

All qualified permanent and probationary employees are eligible to participate in the City’s CalPERS Miscellaneous Plan. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

The City also has available a supplemental retirement benefit plan for City council members (“Council Plan”) on or after July 1, 2002. This plan is a single-employer defined benefit pension plan administered by Public Agency Retirement Services (“PARS”), who serves as the trustee for the Council Plan. As a result of PEPRA (as defined below) amendments, the City has decided to close this plan to any new council members elected or appointed on or after January 1, 2013.

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Council Plan provides a benefit equal to 4% of final compensation times benefit service, capped at 10 years of service. This plan is a single-employer defined benefit plan. Eligibility for these benefits is defined as reaching age 55 and completing 5 years of continuous City council service. Employees terminating employment with the City after 5 years of service but prior to age 55 will receive a deferred retirement benefit to commence at age 55.

Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS’ annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. City contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contributions requirements are classified as plan member contributions. The Council Plan only requires employer contributions equal to an actuarially determined rate. During the Fiscal Year June 30, 2021, the City contributed $3,510,945 and $7,183 to the Miscellaneous Plan and Council Plan, respectively.
The City’s net pension liability for each plan is measured as the total pension liability, less the pension plan’s fiduciary net position. The net pension liability of the CalPERS plan is measured as of June 30, 2020, using an annual actuarial valuation as of June 30, 2019, rolled forward to June 30, 2020, using standard update procedures. The net pension liability of the Council Plan is measured as of June 30, 2021, using an actuarial valuation date of June 30, 2021.

The changes in the net pension liability for the Miscellaneous Plan are as follows:

<table>
<thead>
<tr>
<th>Increase (Decrease)</th>
<th>Total Pension Liability</th>
<th>Plan Fiduciary Net Position</th>
<th>Net Pension Liability (Asset)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at June 30, 2019 (Measurement Date)</td>
<td>$115,587,812</td>
<td>$76,599,817</td>
<td>$38,987,995</td>
</tr>
<tr>
<td>Changes in the Year:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Cost</td>
<td>1,776,130</td>
<td>-</td>
<td>1,776,130</td>
</tr>
<tr>
<td>Interest on the Total Pension Liability</td>
<td>8,115,666</td>
<td>-</td>
<td>8,115,666</td>
</tr>
<tr>
<td>Differences between Expected and Actual Experience</td>
<td>(96,456)</td>
<td>-</td>
<td>(96,456)</td>
</tr>
<tr>
<td>Net Changes</td>
<td>4,048,124</td>
<td>2,275,824</td>
<td>1,772,300</td>
</tr>
<tr>
<td>Balance at June 30, 2020 (Measurement Date)</td>
<td>$119,635,936</td>
<td>$78,875,641</td>
<td>$40,760,295</td>
</tr>
</tbody>
</table>

The changes in the net pension liability for the Council Plan are as follows:

<table>
<thead>
<tr>
<th>Increase (Decrease)</th>
<th>Total Pension Liability</th>
<th>Plan Fiduciary Net Position</th>
<th>Net Pension Liability (Asset)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at June 30, 2020 (Measurement Date)</td>
<td>$202,033</td>
<td>$165,201</td>
<td>$36,832</td>
</tr>
<tr>
<td>Changes in the Year:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Cost</td>
<td>2,351</td>
<td>-</td>
<td>2,351</td>
</tr>
<tr>
<td>Interest on the Total Pension Liability</td>
<td>12,821</td>
<td>-</td>
<td>12,821</td>
</tr>
<tr>
<td>Differences between Actual and Expected Experience</td>
<td>22,057</td>
<td>-</td>
<td>22,057</td>
</tr>
<tr>
<td>Changes in Economic/Demographic</td>
<td>(2,461)</td>
<td>-</td>
<td>(2,461)</td>
</tr>
<tr>
<td>Changes in Benefit Terms</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contribution - Employer</td>
<td>-</td>
<td>7,183</td>
<td>(7,183)</td>
</tr>
<tr>
<td>Contribution - Employee</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net Investment Income</td>
<td>-</td>
<td>42,720</td>
<td>(42,720)</td>
</tr>
<tr>
<td>Administrative Expenses</td>
<td>-</td>
<td>(925)</td>
<td>925</td>
</tr>
<tr>
<td>Benefit Payments, Including Refunds of Employee Contributions</td>
<td>(14,492)</td>
<td>(14,492)</td>
<td>-</td>
</tr>
<tr>
<td>Net Changes</td>
<td>20,276</td>
<td>34,486</td>
<td>(14,210)</td>
</tr>
<tr>
<td>Balance at June 30, 2021 (Measurement Date)</td>
<td>$222,309</td>
<td>$199,687</td>
<td>$22,622</td>
</tr>
</tbody>
</table>

The discount rate used to measure the total pension liability for CalPERS was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.
On November 15, 2021, CalPERS announced the discount rate, or assumed rate of return, will drop to 6.8%, from its current level of 7.0%, due to a double digit (approximately 21.3%) net return on investments for the 12-month period that ended June 30, 2021. Under the Funding Risk Mitigation Policy approved by the CalPERS Board of Administration in 2015, the double-digit return will trigger a reduction in the discount rate used to calculate employer and PEPRA member contributions. To the extent actual investment returns differ from the assumed rate of return, the actual contribution requirements for fiscal year 2023-24 will differ from the projected contributions.

For additional information, see APPENDIX A – “AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021 – Notes 8 and 9 and Required Supplemental Information.”

California Public Employees’ Pension Reform Act of 2013. The Governor signed the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act” or “PEPRA”) into law on September 12, 2012. The Reform Act affects CalPERS, most substantially as it relates to new employees hired after January 1, 2013 (the “Implementation Date”). For non-safety CalPERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and also increases the eligibility requirement for the maximum age factor of 2.5% to age 67.

The Reform Act also implements certain other changes to CalPERS including the following: (a) all new participants enrolled in CalPERS after the Implementation Date are required to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (b) CalPERS is required to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date, and (c) “pensionable compensation” is capped for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for CalPERS members not participating in social security.

Defined Contribution Pension Plans

The City provides pension benefits for all of its part-time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered by Nationwide Retirement Solutions. All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5% to a retirement plan, and City Council resolved to match the employees’ contributions of 3.75%. The City’s contributions for each employee (and interest earned by the accounts) are fully vested immediately.

For the year ended June 30, 2021, the City’s payroll covered by the plan was $1,245,046. The City made employer contributions of $46,691 (3.75% of current covered payroll), and employees contributed $46,691 (3.75% of current covered payroll).

The City also offers its employees a deferred compensation plan created in accordance with Internal Revenue Code 457. The plan, available to all City employees, permits them to defer a portion of their salaries until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The plan assets are under the participants control and are principally invested in demand deposits and mutual funds and are held in trust for the exclusive benefit of the participants and their beneficiaries. The assets are not the property of the City and, as such, are not subject to the claims of the City’s general creditors. As a result, these assets are not reported in the City’s financial statements.
Other Post-Employment Benefits

The City has established an agent multiple-employer Defined Benefit Postemployment Healthcare Plan (DPHP) that provides postretirement medical benefits to retirees through the California Public Employees Medical and Hospital Care Act (PEMCHA) and managed through the California Employers' Retiree Benefit Trust (CERBT). The plan provides retiree medical benefits to eligible retirees and their eligible dependents. Employees must retire directly from the City under CalPERS. Employees must also meet basic retirement requirements per CalPERS. That is, employees must be at least age 50 and have at least five years of CalPERS service or qualify for a disability retirement.

The benefits received by the retired employees vary based on the date they were hired by the City. For employees hired on or before June 30, 2012, the City pays the full premium for the retiree and his/her dependents. For employees hired after June 30, 2012, the City contributes the PEMCHA minimum. The PEMCHA minimum is updated annually by the CalPERS board. Regardless of hire date, the same benefit continues to the surviving spouse.

The City’s obligation to pay medical costs for retirees relates only to those medical coverage costs provided through CalPERS. The City is not obligated to pay Medicare Part B premiums for those retirees who are age 65 or above and who are enrolled in a supplemental Medicare plan. When the retiree reaches age 65, the Basic Medical Plan is required to be transferred to a supplemental Medicare plan. A separate financial report is not prepared for the plan.

As of the measurement date of June 30, 2020, the following current and former employees were covered by the benefit terms under the plan:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inactive Employees or Beneficiaries</td>
<td></td>
</tr>
<tr>
<td>Currently Receiving Benefits</td>
<td>113</td>
</tr>
<tr>
<td>Inactive Employees or Beneficiaries Entitled to</td>
<td></td>
</tr>
<tr>
<td>but not yet Receiving Benefits</td>
<td>17</td>
</tr>
<tr>
<td>Active Employees</td>
<td>151</td>
</tr>
<tr>
<td>Total</td>
<td>281</td>
</tr>
</tbody>
</table>

The DPHP and its contribution requirements are established by City policy and may be amended by the City Council. The annual contribution is based on the actuarially determined contribution. For the fiscal year ended June 30, 2021, the City’s cash contributions were $1,046,078 in payments to the trust and the estimated implied subsidy was $155,000 and $2,521 administrative expense paid by the city resulting in payments of $1,203,599.

The City’s net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2019, rolled forward to June 30, 2020 using standard update procedure.
The changes in the net OPEB liability are as follows:

<table>
<thead>
<tr>
<th>Increase (Decrease)</th>
<th>Total OPEB Liability</th>
<th>Plan Fiduciary Net Position</th>
<th>Net Pension Liability (Asset)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at June 30, 2019 (Measurement Date)</td>
<td>$26,589,544</td>
<td>$4,764,296</td>
<td>$21,825,248</td>
</tr>
<tr>
<td>Changes in the Year:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Cost</td>
<td>585,937</td>
<td></td>
<td>585,937</td>
</tr>
<tr>
<td>Interest on the Total OPEB Liability</td>
<td>1,790,952</td>
<td></td>
<td>1,790,952</td>
</tr>
<tr>
<td>Differences between Actual and Expected Experience</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Changes in Assumptions</td>
<td>(495,461)</td>
<td></td>
<td>(495,461)</td>
</tr>
<tr>
<td>Changes in Benefit Terms</td>
<td>-</td>
<td>(1,288,526)</td>
<td>(1,288,526)</td>
</tr>
<tr>
<td>Net Investment Income</td>
<td>-</td>
<td>(168,441)</td>
<td>(168,441)</td>
</tr>
<tr>
<td>Administrative Expenses</td>
<td>-</td>
<td>(5,129)</td>
<td>5,129</td>
</tr>
<tr>
<td>Benefit Payments,</td>
<td>(1,285,726)</td>
<td>(1,285,726)</td>
<td>-</td>
</tr>
<tr>
<td>Net Changes</td>
<td>595,702</td>
<td>166,112</td>
<td>429,590</td>
</tr>
<tr>
<td>Balance at June 30, 2020 (Measurement Date)</td>
<td>$27,185,246</td>
<td>$4,930,408</td>
<td>$22,254,838</td>
</tr>
</tbody>
</table>

For the year ended June 30, 2021, the City recognized OPEB expense of $1,607,291. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

<table>
<thead>
<tr>
<th>Deferred Outflows of Resources</th>
<th>Deferred Inflows of Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPEB Contributions Subsequent to Measurement Date</td>
<td>$1,203,599 $ -</td>
</tr>
<tr>
<td>Differences Between Actual and Expected Experience</td>
<td>- (1,444,666)</td>
</tr>
<tr>
<td>Change in Assumptions</td>
<td>- (600,429)</td>
</tr>
<tr>
<td>Net Differences Between Projected and Actual Earnings on Plan Investments</td>
<td>111,495 $ -</td>
</tr>
<tr>
<td>Total</td>
<td>$1,315,094 $(2,045,095)</td>
</tr>
</tbody>
</table>

An amount of $1,203,599 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

<table>
<thead>
<tr>
<th>Year Ending June 30</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$(453,216)</td>
</tr>
<tr>
<td>2023</td>
<td>(447,217)</td>
</tr>
<tr>
<td>2024</td>
<td>(437,014)</td>
</tr>
<tr>
<td>2025</td>
<td>(442,162)</td>
</tr>
<tr>
<td>2026</td>
<td>(115,880)</td>
</tr>
<tr>
<td>Thereafter</td>
<td>(38,111)</td>
</tr>
</tbody>
</table>

At June 30, 2021, the City had no outstanding amount of contributions to the OPEB plan required for the year ended June 30, 2021.

State Budget Information

The following information concerning the State’s budgets has been obtained from publicly available information which the City believes to be reliable; however, the City does not guarantee the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest due with respect to the Bonds is payable from any funds of the State.

In 2008, the State began experiencing the most significant economic downturn and financial pressure since the Great Depression of the 1930s. Despite the recent significant budgetary improvements,
according to the State, there remain a number of major risks and pressures that threaten the State’s financial condition, including the threat of recession, potential changes to federal fiscal policies and large unfunded liabilities now totaling in excess of $200 billion for CalPERS, CalSTRS, the University of California (“UC”) Retirement System and the State’s and UC’s retiree healthcare benefits plans. The State’s revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. There can be no assurances that the State will not face fiscal stress and cash pressures again, or that other changes in the State or national economies will not materially adversely affect the financial condition of the State.

The City cannot predict the extent of any budgetary problems the State will encounter in future fiscal years, and, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the City cannot predict the impact that State budgets will have on the City’s finances and operations or what actions will be taken in the future by the State Legislature and the Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, including the current economic downturn, over which the City has no control. See “RISK FACTORS—Dependence on State for Certain Revenues.”

RISK FACTORS

The following information should be considered by prospective investors, in addition to the other matters set forth in this Official Statement in evaluating the Bonds. However, it does not purport to be a comprehensive or exhaustive discussion of risks or other considerations which may be relevant to an investment in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. There can be no assurance that other risk factors not discussed herein will not become material in the future.

City Obligations

The City has other obligations payable from its General Fund, including but not limited to debt obligations, lease obligations and other obligations related to post-employment retirement benefits as well as other liabilities. The Trust Agreement does not prohibit the County from incurring additional lease and other obligations payable from the City’s General Fund. See “THE CITY—Certain Outstanding Obligations” for further discussion of the City’s obligations.

COVID-19 Pandemic

The City declared a state of emergency due to the COVID-19 pandemic in March 2020. At the time, the economic impact on the City was unknown. Accordingly, the City prepared for a downturn in revenues due to the State mandatory “shelter-at-home” orders. The City did not experience a significant downturn overall, and was able to maintain a consistent revenue base over the last two fiscal years. The City received $736,000 in fiscal relief through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in August of 2020. Additionally, the City was allocated $14,772,455 in American Rescue Plan Act (ARPA) funds that it designated to fund public safety services and water treatment capital improvements.

The actual impact of COVID-19 on the City, its economy and its finances will depend on future events, including future events outside of the control of the City, and actions by the federal government, the State and the County. The City cannot predict the extent or duration of the outbreak or what overall impact it may have on the City’s financial condition or operations. Any financial information, including projections, forecasts and budgets presented herein do not account for all of the potential effects of COVID-19 unless specifically referenced.
Increasing Retirement Related Costs

The City is required to make contributions to CalPERS for City employees. Such obligations are a significant financial obligation of the City and are projected to increase significantly in the future. Actual contribution rates will depend on a variety of factors, including but not limited to actual investment returns, and future changes to benefits or actuarial assumptions. There can be no assurances that actual increases in required contributions will not be higher than the projections. See “THE CITY—Pension Plans.”

Dependence on State for Certain Revenues

A number of the City’s revenues are collected and dispersed by the State (such as sales tax and motor-vehicle license fees) or allocated in accordance with State law (most importantly, property taxes). Therefore, State budget decisions can have an impact on City finances. In the event of a material economic downturn in the State, there can be no assurance that any resulting revenue shortfalls to the State will not reduce revenues to local governments (including the City) or shift financial responsibility for programs to local governments as part of the State’s efforts to address any such related State financial difficulties. See, however, “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 22” herein.

Natural Disasters

The occurrence of an earthquake, fire, flooding or other natural disaster which resulted in significant damage within the City or otherwise significantly impacted the economy of the City could materially adversely affect the financial condition of the City. In addition, the City’s economy could be impacted in the future by potential future increased state or federal regulations.

Earthquakes are considered a threat to the City due to the highly active seismic region in which the City lies and the proximity of fault zones, which could influence the entire southern coastal portion of the State. Although no major earthquake has caused substantial damage to the City, the City is located over the San Andreas Fault.

An earthquake along one of the faults in the vicinity of the City, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such an earthquake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake could easily exceed the resources of the City.

The extent of flooding associated with a 1-percent annual probability of occurrence (the base flood or 100-year flood) is used as the regulatory boundary by many agencies. Also referred to as the special flood hazard area (SFHA), this boundary is a convenient tool for assessing vulnerability and risk in flood-prone communities. The City is in the 0.2-percent-annual-chance risk and not within a 100-year floodplain. The areas outside an SFHA and higher than the elevation of the 0.2-percent-annual chance flood, are labeled Zone C or Zone X.

Hazardous Substances

The discovery of a hazardous substance that limits the beneficial use of taxable property within the City could result in the reduction in the assessed value of property, and therefore property tax revenue available to make debt service on the Bonds. In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-
known and widely applicable of these laws, but State laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the City be affected by a hazardous substance, could be to reduce the marketability and value of such property by the costs of remediying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Hazardous substance liabilities may arise in the future with respect to any of the property in the City as a result of the existence, currently, of a substance that is presently classified as hazardous but which has not been released or the release of which is not presently threatened. Hazardous substance liabilities may also arise in the future as a result of the existence, currently, on a parcel of a substance that is not presently classified as hazardous but which may in the future be so classified. Additionally, such liabilities may arise from the method of handling such a substance.

Cybersecurity

The City relies on computers and technology to conduct its operations. The City and its departments face cyber threats from time to time including, but not limited to, hacking, viruses, malware and other forms of technology attacks. To date, there have been no significant, cyber-attacks on the City’s computers and technologies.

In the last twelve months, the City has implemented multiple control and software systems to mitigate the risk of cyber threats and attacks. While the City is routinely maintaining its technology systems and continuously implementing new information security controls, no assurances can be given that the City’s security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the City’s computer and technology could negatively impact the City’s operations, and the costs related to such attacks could be substantial.

Limitation on Sources of Revenues; Additional Expenditures

There are limitations on the ability of the City to increase revenues payable to the City’s General Fund. The ability of the City to increase taxes is limited by Article XIII A, Article XIII B, Article XIII C, Article XIII D and Proposition 62. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS.” In addition to limitations that have been imposed on the ability of the City to raise revenues, State and federally mandated expenditures by City’s for justice, health and welfare have increased. There can be no assurances that state or federal actions affecting the City will not have a material adverse financial impact on the City.

Limitation on Remedies; Bankruptcy

The enforceability of the rights and remedies of the Holders of the Bonds are subject to a number of limitations, including bankruptcy, moratorium, insolvency or other laws affecting creditor’s rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities in the State of California.

In addition, the rights and remedies of the Holders of the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles that may affect the enforcement of creditors’ rights. The City is a governmental unit and therefore cannot be the subject of an involuntary case under the United States Bankruptcy Code (the “Bankruptcy Code”). However, the City is a municipality and therefore may seek voluntary protection from its creditors pursuant to Chapter
9 of the Bankruptcy Code for purposes of adjusting its debts. Should the City file for bankruptcy, there could be adverse effects on the Holders of the Bonds.

If the City is in bankruptcy, the parties (including the Trustee and the Holders of the Bonds) may be prohibited from taking any action to collect any amount from the City or to enforce any obligation of the City, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the Holders of the Bonds from funds in the Trustee’s possession.

The Bonds are not secured by any property other than the funds that the City has actually deposited with the Trustee. The Bonds are not secured by funds in the City treasury which are allocated for deposit in the Revenue Fund in the City treasury. If the City is in bankruptcy, it may not be obligated to make any further deposits with the Trustee, it may not be obligated to make any further allocations of funds for deposit to the Revenue Fund, and it may not be obligated to turn over to the Trustee any moneys in the City treasury that have been allocated for deposit to the Revenue Fund. As a result, the Bonds would likely be treated as unsecured obligations of the City in the bankruptcy case. Under such circumstances, the Holders of the Bonds could suffer substantial losses.

The City may be able, without the consent and over the objection of the Trustee or the Holders of the Bonds, to alter the priority, interest rate, payment terms, maturity dates, payment sources, covenants, and other terms or provisions of the Trust Agreement and the Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the City that could result in delays or reductions in payments on the Bonds, or result in losses to the Holders of the Bonds. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact a City bankruptcy proceeding has occurred could have an adverse effect on the liquidity and value of the Bonds.

In two situations in the State, holders of pension obligations bonds issued by cities that participate in CalPERS experienced significant losses in their investment in such pension obligation bonds as a result of the cities subsequently seeking voluntary protection from their creditors pursuant to Chapter 9 of the Bankruptcy Code.

**Limited Secondary Market**

As stated herein, investment in the Bonds poses certain economic risks which may not be appropriate for certain investors, and only persons with substantial financial resources who understand the risk of investment in the Bonds should consider such investment. There can be no guarantee that there will be a secondary market for purchase or sale of the Bonds or, if a secondary market exists, that the Bonds can or could be sold for any particular price.

**Changes in Law**

There can be no assurance that the electorate of the State will not at some future time adopt additional initiatives or that the State Legislature will not enact legislation that will amend the laws or the Constitution of the State resulting in a reduction of the general fund revenues of the City and consequently, having an adverse effect on the security for the Bonds.
CONSTITUTIONAL AND STATUTORY LIMITATIONS
ON TAXES AND APPROPRIATIONS

Article XIII A of the California Constitution

On June 6, 1978, California voters approved Proposition 13, adding Article XIII A to the California Constitution. Article XIII A, among other things, affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under ‘full cash value,’ or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data for the area under taxing jurisdiction, or reduced in the event of declining property value caused by substantial damage, destruction or other factors including a general economic downturn. Any reduction in assessed value is temporary and may be adjusted for any given year by the Assessor. The assessed value increases to its pre-reduction level (escalated to the annual inflation rate of no more than two percent) following the year(s) for which the reduction is applied. The amendment further limits the amount of any ad valorem tax on real property to 1% of the full cash value except that additional taxes may be levied to pay (i) debt service on indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition; and (iii) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the school district or community college district, but only if certain accountability measures are included in the proposition.

On June 3, 1986, California voters approved Proposition 46, which added an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Legislation enacted by the State Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the $1 per $100 of taxable value. Tax rates for voter approved bonded indebtedness are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of “base” revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. The City is unable to predict the nature or magnitude of future revenue sources which may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other ad valorem property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII B of the California Constitution

On November 6, 1979, California voters approved Proposition 4, which added Article XIII B to the California Constitution. In June 1990, the voters through their approval of Proposition III amended Article XIII B. Article XIII B of the California Constitution limits the annual appropriations of the State
and any city, county, school district, special district, authority or other political subdivision of the State (e.g., local governments) to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The “base year” for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to a governmental entity, or (ii) for emergencies so long as the appropriations limits for the three years following the emergency are reduced accordingly to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by or for the State, exclusive of certain State subventions for the use and operation of local government, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation of an entity of local government include any authorization to expend during a fiscal year the proceeds of taxes levied by or for that entity and the proceeds of certain State subventions to that entity and refunds of taxes. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues and (iii) certain State subventions received by local governments.

Article XIII B includes a requirement pursuant to which fifty percent (50%) of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount which may be appropriated by the State in compliance with Article XIII B during that fiscal year and the fiscal year immediately following it shall be transferred and allocated, from a fund established for that purpose, pursuant to Article XVI of the State Constitution. In addition, fifty percent (50%) of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount which may be appropriated by the State in compliance with Article XIII B during that fiscal year and the fiscal year immediately following it shall be returned by revising tax rates or fee schedules within the next two subsequent fiscal years. Further, Article XIII B includes a requirement that all revenues received by an entity of government, other than the State, in a fiscal year and in the fiscal year immediately following it that exceed the amount which may be appropriated by that entity in compliance with Article XIII B during that fiscal year and the fiscal year immediately following it shall be returned by revising tax rates or fee schedules within the next two subsequent fiscal years.

As amended in June 1990, the appropriations limit for the City in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the City’s option, either (i) the percentage change in California per capita personal income from the preceding fiscal year, or (ii) the percentage change in the local assessment roll from the preceding fiscal year for the jurisdiction due to the addition of local nonresidential new construction. Pursuant to the Revenue and Taxation Code, the State’s Department of Finance annually transmits to each city and each county an estimate of the percentage change in the population of the city or the county.
Article XIII B permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years.

The City Council adopted the annual appropriation limit for the Fiscal Year 2021-22 of $178,270,467. The limitation applies only to proceeds of taxes (and investment earnings thereon) and therefore does not apply to service fees and charges, fines, and revenue from the sale of property and taxes received from the State and federal governments that are tied to special programs (or investment earnings on the foregoing). In Fiscal Year 2021-22, the funds subject to limitation total $39,286,185 (total general operating budget minus revenues excluding taxes, investment earnings thereon, and debt service).

**Proposition 62**

Proposition 62, which was adopted by the voters at the November 4, 1986 general election, (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity’s legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local government entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes for or the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIII A of the California Constitution, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

On September 28, 1995, the California Supreme Court, in the case of *Santa Clara County Local Transportation Authority v. Guardino*, upheld the constitutionality of Proposition 62. In this case, the court held that a county-wide sales tax of one-half of one percent was a special tax under Section 53722 of the Government Code, and was held invalid without the required two-thirds voter approval. The decision did not address the question of whether or not it should be applied retroactively.

Following the Guardino decision upholding Proposition 62, several actions were filed challenging taxes imposed by public agencies since the adoption of Proposition 62. On June 4, 2001, the California Supreme Court released its decision in one of these cases, *Howard Jarvis Taxpayers Association v. City of La Habra, et al*. In this case, the court held that a public agency’s continued imposition and collection of a tax is an ongoing violation upon which the statute of limitations period begins anew with each collection. The court also held that, unless another statute or constitutional rule provided differently, the statute of limitations for challenges to taxes subject to Proposition 62 is three years. Accordingly, a challenge to a tax subject to Proposition 62 may only be made for those taxes received within three years of the date the action is brought.

The City believes that all taxes currently being collected by it comply with the requirements of Proposition 62.

**Proposition 218**

On November 5, 1996, the California voters approved Proposition 218, a constitutional initiative entitled the “Right to Vote on Taxes Act” (“Proposition 218”). Proposition 218 added Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions limiting the ability of local governments, including the City, to impose and collect both existing and future taxes,
assessments, fees and charges. The City is unable to predict how Proposition 218 will be interpreted and applied by the courts in the future. Proposition 218 could substantially restrict the City’s ability to raise future revenues and could subject certain existing sources of revenue to reduction or repeal, and increase the City’s costs to hold elections, calculate fees and assessments, notify the public and defend its fees and assessments in court. Further, as described below, Proposition 218 provides for broad initiative powers to reduce or repeal local taxes, assessments, fees and charges. However, other than any impact resulting from the exercise of this initiative power, the City does not presently believe that the potential impact on the financial condition of the City as a result of the provisions of Proposition 218 will adversely affect the City’s ability to pay principal of and interest on the Bonds and perform its other obligations as and when due.

Article XIII C requires that all new, extended, or increased local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City require a majority vote of the electorate and taxes for specific purposes, even if deposited in the City’s General Fund, require a two-thirds vote of the electorate. These voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues through General Fund taxes, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure requirements.

Article XIII C also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed. This extension of the initiative power is not limited by the terms of Proposition 218 to local taxes, assessments, fees or charges imposed after November 6, 1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges.

The repeal of local taxes, assessments, fees or charges could be challenged as a violation of the prohibition against impairing contracts under the contract clause of the United States Constitution. Subsequent to the amendment of Article XIII C, the State Legislature approved SB 919 (the “Proposition 218 Omnibus Implementation Act”), which directed that the initiative power provided for in Proposition 218 “shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after November 6, 1998, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights” protected by the United States Constitution. However, no assurance can be given that the voters of the City will not, in the future, approve an initiative which reduces or repeals local taxes, assessments, fees or charges that are or will be deposited into the City’s General Fund. Further, “fees” and “charges” are not defined in Article XIII C or Proposition 218 Omnibus Implementation Act, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIII C as they do in Article XIII D, as described below. Accordingly, the scope of the initiative power under Article XIII C could include all sources of General Fund moneys not received from or imposed by the federal or State government or derived from investment income.

The initiative power granted under Article XIII C, by its terms, applies to all local taxes, assessments, fees and charges and is not limited to local taxes, assessments, fees and charges that are property related. The City is unable to predict whether the courts will interpret the initiative provision to be limited to property related fees and charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative which reduces or repeals local taxes, assessments, fees or charges which are deposited into the City’s General Fund. The City believes that in the event that the initiative power was exercised so that all local taxes, assessments, fees and charges which may be subject to the provisions of Proposition 218 are reduced or substantially reduced, the financial condition of the City, including its General Fund, would be materially adversely affected. As a result, there can be no assurances that the City would be able to pay the principal of and interest on the Bonds as and when due or any of its other obligations payable from the City’s General Fund.
Article XIII D added several requirements that generally made it more difficult for local agencies, such as the City, to levy and maintain “assessments” for municipal services and programs. “Assessment” is defined in Proposition 218 and the Proposition 218 Omnibus Implementation Act (as enacted in Government Code Section 53750) to mean any levy or charge upon real property for a special benefit conferred upon the real property. This includes maintenance assessments imposed in County service areas and in special districts. In most instances, in the event that the City is unable to collect assessment revenues relating to specific programs as a consequence of Proposition 218, the City will curtail such services rather than use amounts in the General Fund to finance such programs. Accordingly, the City anticipates that any impact Article XIII D may have on existing or future taxes, fees, and assessments will not adversely affect the ability of the City to pay the principal of and interest on the Bonds, as and when due. However, no assurance can be given that the City may or will be able to reduce or eliminate such services to avoid new costs for the City General Fund in the event the assessments that presently finance them are reduced or repealed.

Article XIII D also adds several provisions affecting “fees” and “charges” which are defined as “any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency (subdivision (a) of Section 2 of Article XIII D defines an agency as any local government as defined in subdivision (b) of Section 1 of Article XIII C) upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service.” All new fees and charges and, after June 30, 1997, all existing property related fees and charges that are extended, imposed or increased must conform to requirements prohibiting, among other things, fees and charges which (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The City must then hold a hearing upon the proposed imposition or increase of such property-related fee or charge, and if written protests against the proposal are presented by a majority of the owners of the identified parcels, the City may not impose or increase the fee or charge. Moreover, except for fees or charges for sewer, water and refuse collection services, no property related fee or charge may be imposed or increased without majority approval by the property owners subject to the fee or charge or, at the option of the City, two-thirds voter approval by the electorate residing in the affected area. The annual amount of revenues that are received by the City and deposited into its General Fund which may be considered to be property related fees and charges under Article XIII D is not substantial. Accordingly, the City does not presently anticipate that any impact Article XIII D may have on future fees and charges will adversely affect the ability of the City to pay the principal of and interest on the Bonds as and when due. However, no assurance can be given that the City may or will be able to reduce or eliminate such services to avoid new costs for the City’s General Fund in the event the fees and charges that presently finance them are reduced or repealed.

The fees and charges of the City’s enterprise funds, including those which are not property related for purposes of Article XIII D, may be determined to be fees and charges subject to the initiative power as provided in Article XIII C, as described above. In the event that fees and charges cannot be appropriately increased or are reduced pursuant to the exercise of the initiative power, the City may have to choose whether to reduce or eliminate the service financed by such fees or charges or finance such service from its General Fund. Further, no assurance can be given that the City may or will be able to reduce or eliminate such services in the event the fees and charges that presently finance them are reduced or repealed.
Unitary Property

Some amount of property tax revenue of the City is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the City) according to statutory formula generally based on the distribution of taxes in the prior year.

Proposition 22

Proposition 22 ("Proposition 22"), which was approved by California voters in April 2010, prohibits the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services and prohibits fuel tax revenues from being loaned for cash-flow or budget balancing purposes to the State General Fund or any other State fund. Due to the prohibition with respect to State’s ability to take, reallocate, and borrow money raised by local governments for local purposes, Proposition 22 supersedes certain provisions of Proposition 1A of 2004. See “—Proposition 1A” herein. In addition, Proposition 22 generally eliminates the State’s authority to temporarily shift property taxes from cities, counties, and special districts to schools, temporarily increase school and community college district’s share of property tax revenues, prohibits the State from borrowing or redirecting redevelopment property tax revenues or requiring increased pass-through payments thereof, and prohibits the State from reallocating vehicle license fee revenues to pay for State imposed mandates. In addition, Proposition 22 requires a two-thirds vote of each house of the State Legislature and a public hearing process to be conducted in order to change the amount of fuel excise tax revenues shared with cities and counties. The State’s Legislative Analyst’s Office (LAO) states that Proposition 22 will prohibit the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies.

Proposition 22 prohibits the State from borrowing sales taxes or excise taxes on motor vehicle fuels or changing the allocations of those taxes among local government except pursuant to specified procedures involving public notices and hearings. In addition, Proposition 22 requires that the State apply the formula setting forth the allocation of State fuel tax revenues to local agencies revert to the formula in effect on June 30, 2009. The LAO anticipates that Proposition 22 will require the State to adopt alternative actions to address its fiscal and policy objectives, particularly with respect to short-term cash flow need.

Proposition 1A

As part of former Governor Schwarzenegger’s agreement with local jurisdictions, Senate Constitutional Amendment No. 4 was enacted by the Legislature and subsequently approved by the voters as Proposition 1A ("Proposition 1A") at the November 2004 election. Proposition 1A amended the State Constitution to, among other things, reduce the Legislature’s authority over local government revenue sources by placing restrictions on the State’s access to local governments’ property, sales, and vehicle license fee revenues as of November 3, 2004. Beginning with Fiscal Year 2008-09, the State may borrow up to 8 percent of local property tax revenues, but only if the Governor proclaims such action is necessary due to a severe State fiscal hardship and two-thirds of both houses of the Legislature approves the borrowing. The amount borrowed is required to be paid back within three years. The State also will not be able to borrow from local property tax revenues for more than 2 fiscal years within a period of 10 fiscal years. In addition, the State cannot reduce the local sales tax rate or restrict the authority of local governments to impose or change the distribution of the statewide local sales tax.
The 2009-10 State budget included a Proposition 1A diversion of $1.935 billion in local property tax revenues from cities, counties, and special districts to the State to offset State general fund spending, of which the City’s portion was $833,681. Such diverted revenues must be repaid, with interest, no later than June 30, 2013. The City participated in a State-sponsored program financing the Proposition 1A diversion and, accordingly, received its full share of property tax revenues.

**Proposition 26**

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIIC of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity. The City does not believe that Proposition 26 will adversely affect its General Fund revenues.

**Future Initiatives**

Articles XIIIA, XIIIB, XIIIC and XIIIID and Propositions 22 and 26 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. The limitations imposed upon the City by these provisions hinder the City’s ability to raise revenues through taxes or otherwise and may therefore prevent the City from meeting increased expenditure requirements. From time to time, other initiative measures could be adopted, some of which may place further limitations on the ability of the State, the City or local districts to increase revenues or to spend money or which could have other financially adverse effects such as requiring the City to undertake new responsibilities. Such other initiatives could have a material adverse effect on the City’s financial condition.

**TAX MATTERS**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), but is exempt from State of California personal income tax.

With certain exceptions, the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a
constant yield method. The amount of original issue discount deemed received by the Beneficial Owner of a Bond will increase the Beneficial Owner’s basis in the Bond. Beneficial Owners of the Bonds should consult their own tax advisors with respect to taking into account any original issue discount on the Bonds.

The amount by which a Beneficial Owner’s original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which the Beneficial Owner of a Bond may elect to amortize under Section 171 of the Code; such amortizable bond premium reduces the Bond Beneficial Owner’s basis in the applicable Bond (and the amount of taxable interest received with respect to the Bonds), and is deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond Beneficial Owner realizing a taxable gain when a Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Beneficial Owner. The Beneficial Owners of the Bonds that have a basis in the Bonds that is greater than the principal amount of the Bonds should consult their own tax advisors with respect to whether or not they should elect such premium under Section 171 of the Code.

In the event of a legal defeasance of the Bonds, such Bonds might be treated as retired and “reissued” for federal tax purposes as of the date of the defeasance, potentially resulting in recognition of taxable gain or loss to the applicable Beneficial Owner generally equal to the difference between the amount deemed realized from the deemed prepayment and reissuance and the Beneficial Owner’s adjusted tax basis in such Bond.

The tax discussion set forth above is included for general information only and may not be applicable depending upon a Bond Owner’s particular situation. The ownership and disposal of the Bonds and the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR INDEPENDENT TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES RELATING TO THE BONDS AND THE TAXPAYER’S PARTICULAR CIRCUMSTANCES.

A copy of the proposed form of opinion of Bond Counsel with respect to the Bonds is set forth in Appendix D.

VALIDATION

On June 15, 2021, the City, acting pursuant to the provisions of Section 860 et seq. of the California Code of Civil Procedure, filed a complaint in the Superior Court of the State of California in and for the County of Los Angeles seeking judicial validation of the transactions relating to the CalPERS Contract and the Bonds and certain other matters entitled City of Pico Rivera v. All Persons Interested et al. (Case No. 21NWCP00205). On September 23, 2021, the court entered the Validation Judgment to the effect, among other things, (i) the Trust Agreement will be a valid, legal and binding obligation of the City and the approval thereof was in conformity with applicable provisions of law and (ii) the City has the authority under California law to provide for the refunding of its Unfunded Liability by issuing the Bonds and applying the proceeds of the Bonds to the retirement of the its Unfunded Liability. Pursuant to Section 870 of the California Code of Civil Procedure, the last day to timely file a notice of appeal to this judgment was October 23, 2021. On October 24, 2021, the judgment became binding and conclusive in accordance with California law. The City is unaware of any threatened or pending challenge to this judgment. In issuing its approving opinion, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, will rely, among other things, upon the above-described judgment.
CERTAIN LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D hereto. Certain additional matters will be passed upon by Nixon Peabody LLP, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney, for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California and for the Trustee by its counsel. Bond Counsel has not undertaken any responsibility to the owners of the Bonds for the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expresses no opinion relating thereto.

LITIGATION

To the best knowledge of the City there is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the execution and delivery or the issuance of the Bonds, or the execution and delivery of the Trust Agreement, or in any way contesting or affecting the validity of any of the foregoing or any proceedings of the City taken with respect to any of the foregoing.

There are a number of lawsuits and claims pending against the City. In the opinion of the City, such other lawsuits and claims presently pending will not have a material adverse effect on the ability of the City to pay the principal of and interest on the Bonds.

RATING

S&P Global Ratings (“S&P”) has assigned the rating of “_____” to the Bonds. An explanation of the significance and status of such rating may be obtained from S&P. There is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely by any of S&P, if in its judgment, circumstances so warrant. A revision or withdrawal of any rating for the Bonds could have an effect on the market prices and marketability of the Bonds. The City cannot predict the timing or impact of future actions by S&P.

FINANCIAL STATEMENTS OF THE CITY

Included herein as Appendix A are the audited financial statements of the City as of and for the year ended June 30, 2021, together with the report thereon dated December 27, 2021 of CliftonLarsonAllen LLP (the “Auditor”). The Auditor has not undertaken to update the audited financial statements of the City or its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 27, 2021.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City by not later than March 31 of each year commencing with the report for the 2021-22 Fiscal Year (the “Annual Report”) and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (“EMMA”) or any successor assigned by the Municipal Securities Rulemaking Board or Securities and Exchange Commission. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”). The specific nature of the information to be contained in the Annual
Report or the notices of enumerated events by the City is set forth in APPENDIX E—“FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

[SUMMARY OF PRIOR COMPLIANCE TO COME]

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company Incorporated, as Underwriter. The Underwriter has agreed to purchase the Bonds at a purchase price of $__________ (representing the principal amount of the Bonds less an underwriting discount of $__________). The Bond Purchase Agreement with respect to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased. The obligation of the Underwriter to accept delivery of the Bonds is subject to certain conditions contained in such Bond Purchase Agreement.

[The Underwriter has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC (“Vining-Sparks”) for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining-Sparks may purchase Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that Vining-Sparks sells.]

The Bonds are offered for sale at the initial prices stated on the inside cover page of this Official Statement, which may be changed from time to time by the Underwriter. The Bonds may be offered and sold to certain dealers at prices lower than the public offering prices.

MUNICIPAL ADVISOR

The City has retained Urban Futures, Inc., Tustin, California, as Municipal Advisor for the sale of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

MISCELLANEOUS

The foregoing and subsequent summaries or descriptions of provisions of the Bonds and the Trust Agreement and all references to other materials not purporting to be quoted in full, are only brief outlines of some of the provisions thereof. Reference is made to said documents for full and complete statements of the provisions of such documents. The appendices attached hereto are a part of this Official Statement. Copies of the Trust Agreement, in reasonable quantity, may be obtained during the offering period from the Underwriter and thereafter upon request to the principal corporate trust office of the Trustee. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.
The execution and delivery of this Official Statement has been duly authorized by the City. This Official Statement is not to be construed as a contract or an agreement between the City and the purchasers or owners of any of the Bonds.

CITY OF PICO RIVERA

By: ____________________________
    City Manager
APPENDIX A

AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021
This appendix sets forth general economic and demographic information in and about the City of Pico Rivera. The following information concerning the City, County of Los Angeles (the “County”) and the State of California (the “State”) is included only for general background purposes. It is not intended to suggest that the Bonds are payable from any source other than Deposit Amounts.

Location

The City of Pico Rivera (the “City”) is situated approximately 11 miles southeast of downtown Los Angeles, on the eastern edge of the Los Angeles basin, and on the southern edge of the area known as the San Gabriel Valley. The City encompasses approximately 8.8 square miles and is located near major highways — Interstate 605 (San Gabriel Freeway), Interstate 5 (Santa Ana Freeway) and Interstate 60 (Pomona Freeway).

Governmental Services

The City was incorporated in 1958. It is a general law city with a Council-Manager form of municipal government. The voters elect a five-member City Council, which in turn appoints a City Manager to carry out its policies and serve as the administrative head of the city organization. The City Manager oversees all City employees who implement the City’s programs, services, and projects, with the exception of police, fire and library services. Those services are provided through contracts with the County of Los Angeles.

The City currently has a staff of 144 authorized full-time employees and 100 part-time employees which number varies throughout the year.

Public Safety and Welfare. As stated, the City contracts with the County of Los Angeles for police protection. The County provides the City 27 sworn police officers. Also, the City contracts with the Los Angeles County Fire Protection District for fire protection. There are [three] fire stations located in the City, manned by 48 sworn persons.

Public Services. The City provides water service to the majority of its residents. It also operates a transit system including a dial-a-ride bus service and special elderly and disabled transportation services.

Community Services. Other services provided by the City include building permit and inspection, landscape and public infrastructure maintenance, graffiti abatement, street sweeping, traffic signal maintenance and municipal code compliance.

Population

The City is located in Los Angeles County and as of January 1, 2021 had an estimated population of 63,157. Table 1 sets forth total population for the City, the County of Los Angeles (the “County”) and the State of California (the “State”).
# Table 1

City of Pico Rivera, County of Los Angeles and State of California  
Population Estimates as of January 1

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pico Rivera</td>
<td>64,170</td>
<td>64,306</td>
<td>63,390</td>
<td>63,530</td>
<td>63,157</td>
</tr>
<tr>
<td>Los Angeles County</td>
<td>10,231,271</td>
<td>10,254,658</td>
<td>10,184,378</td>
<td>10,135,614</td>
<td>10,044,458</td>
</tr>
<tr>
<td>California</td>
<td>39,500,973</td>
<td>39,740,508</td>
<td>39,695,376</td>
<td>39,648,938</td>
<td>39,466,855</td>
</tr>
</tbody>
</table>

Employment

Table 2 summarizes the labor force, employment and unemployment figures over the period 2017 through 2021 for the City, the County, the State and United States.

<table>
<thead>
<tr>
<th>Year and Area</th>
<th>Labor Force</th>
<th>Employment(1)</th>
<th>Unemployment(2)</th>
<th>Unemployment Rate (%)&lt;sup&gt;(3)&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pico Rivera</td>
<td>30,400</td>
<td>28,800</td>
<td>1,600</td>
<td>5.2</td>
</tr>
<tr>
<td>Los Angeles County</td>
<td>5,088,900</td>
<td>4,843,700</td>
<td>245,200</td>
<td>4.8</td>
</tr>
<tr>
<td>California</td>
<td>19,173,800</td>
<td>18,246,800</td>
<td>927,000</td>
<td>4.8</td>
</tr>
<tr>
<td>United States</td>
<td>160,543,000</td>
<td>153,561,000</td>
<td>6,982,000</td>
<td>4.4</td>
</tr>
<tr>
<td><strong>2018</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pico Rivera</td>
<td>30,400</td>
<td>28,800</td>
<td>1,600</td>
<td>5.2</td>
</tr>
<tr>
<td>Los Angeles County</td>
<td>5,094,300</td>
<td>4,857,300</td>
<td>237,000</td>
<td>4.7</td>
</tr>
<tr>
<td>California</td>
<td>19,263,900</td>
<td>18,442,400</td>
<td>821,500</td>
<td>4.3</td>
</tr>
<tr>
<td>United States</td>
<td>163,124,000</td>
<td>156,810,000</td>
<td>6,314,000</td>
<td>3.9</td>
</tr>
<tr>
<td><strong>2019</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pico Rivera</td>
<td>30,300</td>
<td>28,800</td>
<td>1,500</td>
<td>5.0</td>
</tr>
<tr>
<td>Los Angeles County</td>
<td>5,122,800</td>
<td>4,888,600</td>
<td>234,300</td>
<td>4.6</td>
</tr>
<tr>
<td>California</td>
<td>19,353,700</td>
<td>18,550,500</td>
<td>803,200</td>
<td>4.2</td>
</tr>
<tr>
<td>United States</td>
<td>164,579,000</td>
<td>158,578,000</td>
<td>6,001,000</td>
<td>3.7</td>
</tr>
<tr>
<td><strong>2020</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pico Rivera</td>
<td>29,100</td>
<td>25,300</td>
<td>3,900</td>
<td>13.3</td>
</tr>
<tr>
<td>Los Angeles County</td>
<td>4,921,500</td>
<td>4,291,700</td>
<td>629,800</td>
<td>12.8</td>
</tr>
<tr>
<td>California</td>
<td>18,821,200</td>
<td>16,913,100</td>
<td>1,908,100</td>
<td>10.1</td>
</tr>
<tr>
<td>United States</td>
<td>160,567,000</td>
<td>147,620,000</td>
<td>12,947,000</td>
<td>8.1</td>
</tr>
<tr>
<td><strong>2021</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pico Rivera</td>
<td>29,300</td>
<td>27,600</td>
<td>1,700</td>
<td>5.8</td>
</tr>
<tr>
<td>Los Angeles County</td>
<td>4,980,200</td>
<td>4,701,400</td>
<td>278,800</td>
<td>5.6</td>
</tr>
<tr>
<td>California</td>
<td>19,041,000</td>
<td>18,127,700</td>
<td>913,300</td>
<td>4.8</td>
</tr>
<tr>
<td>United States</td>
<td>161,204,000</td>
<td>152,581,000</td>
<td>8,623,000</td>
<td>5.4</td>
</tr>
</tbody>
</table>

<sup>(1)</sup> Includes persons involved in labor-management trade disputes.

<sup>(2)</sup> Includes all persons without jobs who are actively seeking work.

<sup>(3)</sup> The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

Table 3 represents the Annual Average Labor Force and Industry Employment for the area for the period from 2017 through 2021. These figures are metropolitan-wide statistics and may not necessarily accurately reflect employment trends in the City.

**Table 3**

**Los Angeles-Long Beach-Glendale Metropolitan Division**

**Industry Employment & Labor Force – 2017-2021 by Annual Average**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Farm</strong></td>
<td>5,700</td>
<td>4,600</td>
<td>4,400</td>
<td>4,400</td>
<td>4,600</td>
</tr>
<tr>
<td><strong>Total Nonfarm</strong></td>
<td>4,449,200</td>
<td>4,516,100</td>
<td>4,561,500</td>
<td>4,146,700</td>
<td>4,479,300</td>
</tr>
<tr>
<td><strong>Total Private</strong></td>
<td>3,863,100</td>
<td>3,925,500</td>
<td>3,974,600</td>
<td>3,581,000</td>
<td>3,909,100</td>
</tr>
<tr>
<td><strong>Goods Producing</strong></td>
<td>491,100</td>
<td>490,800</td>
<td>492,500</td>
<td>460,900</td>
<td>469,700</td>
</tr>
<tr>
<td>Natural Resources, Mining and Construction</td>
<td>140,800</td>
<td>148,200</td>
<td>151,800</td>
<td>147,200</td>
<td>155,200</td>
</tr>
<tr>
<td>Construction</td>
<td>138,700</td>
<td>146,300</td>
<td>149,800</td>
<td>145,500</td>
<td>153,600</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>350,400</td>
<td>342,600</td>
<td>340,700</td>
<td>313,800</td>
<td>314,500</td>
</tr>
<tr>
<td>Durable Goods</td>
<td>201,400</td>
<td>199,900</td>
<td>201,500</td>
<td>189,500</td>
<td>185,700</td>
</tr>
<tr>
<td>Nondurable Goods</td>
<td>148,900</td>
<td>142,600</td>
<td>139,200</td>
<td>124,200</td>
<td>128,800</td>
</tr>
<tr>
<td><strong>Service Providing</strong></td>
<td>3,958,100</td>
<td>4,025,300</td>
<td>4,069,000</td>
<td>3,685,800</td>
<td>4,009,600</td>
</tr>
<tr>
<td>Private Service Producing</td>
<td>3,372,000</td>
<td>3,434,700</td>
<td>3,482,100</td>
<td>3,120,100</td>
<td>3,439,400</td>
</tr>
<tr>
<td>Trade, Transportation and Utilities</td>
<td>845,700</td>
<td>851,600</td>
<td>851,400</td>
<td>787,300</td>
<td>857,700</td>
</tr>
<tr>
<td>Wholesale Trade</td>
<td>221,500</td>
<td>223,200</td>
<td>220,500</td>
<td>200,100</td>
<td>205,300</td>
</tr>
<tr>
<td>Retail Trade</td>
<td>426,100</td>
<td>424,800</td>
<td>417,900</td>
<td>378,600</td>
<td>425,000</td>
</tr>
<tr>
<td>Transportation, Warehousing and Utilities</td>
<td>198,200</td>
<td>203,600</td>
<td>213,000</td>
<td>208,600</td>
<td>227,400</td>
</tr>
<tr>
<td>Information</td>
<td>214,900</td>
<td>216,400</td>
<td>217,900</td>
<td>185,800</td>
<td>227,800</td>
</tr>
<tr>
<td>Financial Activities</td>
<td>221,600</td>
<td>223,200</td>
<td>223,500</td>
<td>211,500</td>
<td>211,500</td>
</tr>
<tr>
<td>Professional and Business Services</td>
<td>612,100</td>
<td>630,400</td>
<td>643,900</td>
<td>593,300</td>
<td>660,000</td>
</tr>
<tr>
<td>Educational and Health Services</td>
<td>797,400</td>
<td>817,900</td>
<td>839,900</td>
<td>820,900</td>
<td>862,300</td>
</tr>
<tr>
<td>Leisure and Hospitality</td>
<td>524,600</td>
<td>536,500</td>
<td>547,200</td>
<td>394,400</td>
<td>475,100</td>
</tr>
<tr>
<td>Other Services</td>
<td>155,700</td>
<td>158,800</td>
<td>158,400</td>
<td>127,000</td>
<td>145,000</td>
</tr>
<tr>
<td>Government</td>
<td>586,100</td>
<td>590,600</td>
<td>586,900</td>
<td>565,600</td>
<td>570,200</td>
</tr>
<tr>
<td><strong>Total, All Industries</strong></td>
<td>4,454,900</td>
<td>4,520,700</td>
<td>4,565,800</td>
<td>4,151,000</td>
<td>4,483,900</td>
</tr>
</tbody>
</table>

*Note: The “Total, All Industries” data is not directly comparable to the employment data found herein.*

Principal Employers

Table 4 sets forth the principal employers in the City.

Table 4
City of Pico Rivera
Principal Employers, Fiscal Year Ended June 30, 2021

<table>
<thead>
<tr>
<th>Organization</th>
<th>Employees</th>
<th>Business Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wal-Mart Supercenter</td>
<td>523</td>
<td>Department Store</td>
</tr>
<tr>
<td>Los Angeles Unified School District</td>
<td>347</td>
<td>Government</td>
</tr>
<tr>
<td>Rivera Nursing &amp; Convalescent</td>
<td>279</td>
<td>Healthcare &amp; Hospitals</td>
</tr>
<tr>
<td>Cintas Corp</td>
<td>219</td>
<td>Laundromat &amp; Laundry Services</td>
</tr>
<tr>
<td>Target</td>
<td>193</td>
<td>Department Store</td>
</tr>
<tr>
<td>Feit Electric Company</td>
<td>184</td>
<td>Warehouse for Distribution</td>
</tr>
<tr>
<td>Manning Beef LLC</td>
<td>170</td>
<td>Meat - Miscellaneous</td>
</tr>
<tr>
<td>Bimbo Bakeries</td>
<td>160</td>
<td>Yard Storage Use Only</td>
</tr>
<tr>
<td>American Meat Companies</td>
<td>130</td>
<td>Meat - Wholesale</td>
</tr>
<tr>
<td>Unisource Solutions</td>
<td>122</td>
<td>Wholesale Business</td>
</tr>
</tbody>
</table>

Source: HDL Companies.

Commercial Activity

Trade outlet and retail sales activity are summarized in Tables 5 and 6 based on reports of the California Department of Tax and Fee Administration.

Table 5
City of Pico Rivera
Total Taxable Transactions and Number of Sales Permits, 2016 through 2020
(Transactions in $000s)

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Retail &amp; Food Services Transactions</th>
<th>Retail &amp; Food Services Permits</th>
<th>All Other Transactions</th>
<th>All Other Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>521,972</td>
<td>679</td>
<td>261,012</td>
<td>433</td>
</tr>
<tr>
<td>2017</td>
<td>540,892</td>
<td>669</td>
<td>223,665</td>
<td>433</td>
</tr>
<tr>
<td>2018</td>
<td>586,820</td>
<td>713</td>
<td>270,937</td>
<td>471</td>
</tr>
<tr>
<td>2019</td>
<td>591,371</td>
<td>748</td>
<td>243,079</td>
<td>477</td>
</tr>
<tr>
<td>2020</td>
<td>519,953</td>
<td>849</td>
<td>248,599</td>
<td>532</td>
</tr>
</tbody>
</table>

Source: California Department of Tax and Fee Administration.
## Table 6
City of Pico Rivera
Taxable Retail and Food Services Transactions
2016 through 2020
(Transactions in $000s)

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle &amp; Parts Dealers</td>
<td>9,578</td>
<td>9,369</td>
<td>9,130</td>
<td>9,022</td>
<td>9,594</td>
</tr>
<tr>
<td>Home Furnishings &amp; Appliance Stores</td>
<td>37,283</td>
<td>39,328</td>
<td>45,143</td>
<td>35,250</td>
<td>33,526</td>
</tr>
<tr>
<td>Building Material &amp; Garden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment &amp; Supplies Dealers</td>
<td>66,666</td>
<td>71,199</td>
<td>95,434</td>
<td>92,869</td>
<td>49,870</td>
</tr>
<tr>
<td>Food &amp; Beverage Stores</td>
<td>40,282</td>
<td>42,479</td>
<td>43,418</td>
<td>45,370</td>
<td>11,634</td>
</tr>
<tr>
<td>Gasoline Stations</td>
<td>69,137</td>
<td>70,045</td>
<td>76,270</td>
<td>68,687</td>
<td>45,482</td>
</tr>
<tr>
<td>Clothing &amp; Clothing Accessories Stores</td>
<td>38,343</td>
<td>36,062</td>
<td>33,955</td>
<td>37,332</td>
<td>38,647</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
<td>114,872</td>
<td>117,113</td>
<td>121,646</td>
<td>123,175</td>
<td>135,997</td>
</tr>
<tr>
<td>Food Services &amp; Drinking Places</td>
<td>118,782</td>
<td>125,745</td>
<td>127,346</td>
<td>143,264</td>
<td>124,642</td>
</tr>
<tr>
<td>Other Retail Group</td>
<td>27,029</td>
<td>29,551</td>
<td>34,479</td>
<td>36,403</td>
<td>35,828</td>
</tr>
<tr>
<td>Total Retail and Food Services</td>
<td>521,972</td>
<td>540,892</td>
<td>586,820</td>
<td>591,371</td>
<td>519,953</td>
</tr>
<tr>
<td>All Other Outlets</td>
<td>261,012</td>
<td>223,665</td>
<td>270,937</td>
<td>243,079</td>
<td>248,599</td>
</tr>
<tr>
<td>Total All Outlets</td>
<td>782,983</td>
<td>764,557</td>
<td>857,757</td>
<td>834,450</td>
<td>768,552</td>
</tr>
</tbody>
</table>

*Source: California Department of Tax and Fee Administration.*
### Building Activity

Table 7 summarizes building activity in the City of Pico Rivera since 2017.

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alteration/Additions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Non-Residential</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Commercial</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Industry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other(1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alteration/Additions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family Units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family Units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Includes religious buildings, hospitals and institutional buildings, schools and educational buildings, residential garages, public works and utilities buildings and non-residential alterations and additions.

*Source: Construction Industry Research Board.*

### Utilities

The City receives water service from the Pico Rivera Water Authority ("PRWA"). The PRWA produces 100% of its demand through groundwater. The City's Utility Programs Division oversees the following: Water Compliance, Energy management, Storm Water management, water conservation, sanitary Sewer Management, and oversight of contracted services such as Sanitary Sewer and Storm Drains/Catch Basin maintenances.

### Transportation

The City is located at the juncture of the Santa Ana Freeway (Interstate 5) and the San Gabriel River Freeway (Interstate 605) in the eastern portion of Los Angeles County, approximately 11 miles from downtown Los Angeles, California. The Glenn Anderson Freeway (Interstate 105) provides a direct link between Interstate 605 and the Los Angeles International Airport.
Air cargo and passenger flight services are provided at Los Angeles International Airport, 20 miles west, which is served by all major airlines; Long Beach Airport, 15 miles southwest; and John Wayne Airport in Orange County, a forty-minute drive. All of these airports provide regional services.

Local bus transportation is provided through Montebello Bus Lines and the Metropolitan Transit Authority, including Park-and-Ride service to downtown Los Angeles. There are bus service connections to most surrounding areas. The City also operates a transit system including a bus dial-a-ride service and special elderly and disabled transportation services.

Rail freight service is available from the BNSF Railway (formerly known as the Burlington northern and Santa Fe Railway) and its wholly owned subsidiary Los Angeles Junction Railway which serve the industrial area of the City. Water transportation is available at Long Beach and Los Angeles harbors, one hour west, where the City is also served by each city’s respective port. In addition, truck freight service is available from both local and national trucking companies.

**Education**

The City is served by two public school districts: El Rancho Unified School District and Montebello Unified School District. Additionally, there are also two parochial schools (grades 1-8) and one private school (K-12). Within the City, El Rancho Unified School District has eight elementary schools, three middle schools, one comprehensive high school, one adult school and one continuation high school. Montebello Unified School District has one elementary school located within the City.

Additionally, nearby community colleges and universities that provide higher education include Rio Hondo College, Cerritos College, California State University Los Angeles, Cal State Long Beach, and Cal Poly Pomona.

**Recreation and Culture**

The City’s park system consists of nine parks covering over 120 acres and containing 21 athletic fields, two gymnasiums, and four community centers. Additionally, the Department of Parks & Recreation offers year-round instruction classes, special or season events, sports leagues, workshops, recreational programs and community celebrations for all ages. The City also operates a 9-hole executive golf course that was built in 1968 on the U.S. Army Corps of Engineers land. Lastly, two public libraries that are provided by the Los Angeles County Library System are located within the City.
APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT

The following is a summary of certain definitions and provisions of the Trust Agreement which is not described elsewhere in the Official Statement. This Summary does not purport to be comprehensive and reference should be made to the Trust Agreement for a full and complete statement of its provisions.
APPENDIX D
FORM OF BOND COUNSEL OPINION

Upon the issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

[Date of Delivery]

City Council
City of Pico Rivera
Pico Rivera, California

Re: $_____________ City of Pico Rivera Pension Obligation Bonds, Series 2022 (Federally Taxable)

Ladies and Gentlemen:

We have examined certified copies of proceedings of the City of Pico Rivera (the “City”) relative to the issuance and sale by the City of its Pension Obligation Bonds, Series 2022 (Federally Taxable) in the aggregate principal amount of $[           ] (the “Bonds”), and such other information and documents as we consider necessary to render this opinion.

The Bonds have been issued pursuant to the authority contained in Articles 10 and 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented, and the Trust Agreement, dated as of [   ], 2022 (the “Trust Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). All terms which are not defined herein have the meanings ascribed to those terms in the Trust Agreement.

The Bonds have been issued for the purpose of refunding the City’s obligations to the California Public Employees Retirement System (“CalPERS”) evidenced by the contract between the Board of Administration of CalPERS and the City Council of the City, effective February 1, 1959, as such contract has been amended from time to time, to pay unamortized, unfunded accrued liability with respect to pension benefits under the Public Employees’ Retirement Law, constituting Part 3 of Division 5 of Title 2 of the California Government Code.

In connection with the issuance of Bonds, we have reviewed the Trust Agreement, certificates of the City, the Trustee, and others, opinions of the City Attorney and counsel to the Trustee, and such other documents, opinions and matters to the extent that we deemed necessary to render the opinions which are set forth herein. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the City, the initial purchasers of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The opinions that are expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions, including the default judgment entered on September 23, 2021 by the Superior Court of California, County of Los Angeles, in the action entitled City of Pico Rivera v. All Persons Interested et al., Case No. 21NWCP00205, and cover certain matters that are not
directly addressed by such authorities. The opinions that are expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as to the Bonds terminates as of the date of issuance of the Bonds.

Based upon our examination of all of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

1. The Trust Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, constitutes the valid and binding obligation of the City enforceable in accordance with its terms.

2. The Bonds have been duly authorized and issued by the City and are valid and binding obligations of the City enforceable in accordance with their terms. The Bonds do not constitute a debt of the City, the State of California or any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and do not constitute an obligation for which the City, the State of California or any political subdivision thereof is obligated to levy or pledge any form of taxation or for which the City, the State of California or any political subdivision thereof has levied or pledged any form of taxation.

3. Upon issuance and authentication of the Bonds in accordance with the Trust Agreement, the Bonds will be entitled to the benefits of the Trust Agreement.

4. Interest on the Bonds is exempt from State of California personal income tax.

Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Bonds.

Our opinion is limited to matters governed by the laws of the State of California. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions that are expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Trust Agreement and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State.

By delivering this opinion, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the Bonds or the Trust Agreement, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Trust Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any assets thereunder.
We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the Owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted
APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX F

BOOK-ENTRY SYSTEM

The information in this Appendix F has been provided by DTC for use in securities offering documents, and the City takes no responsibility for the accuracy or completeness thereof. The City cannot give or does give any assurances that DTC, DTC Direct Participants or DTC Indirect Participants will distribute to the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each issue of the Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”), DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated herein.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the
Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Neither the City nor the Trustee will have any responsibility or obligation to such Direct Participants and Indirect Participants or the persons for whom they act as nominees with respect to the Bonds. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Trust Agreement. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments with respect to the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Trustee, on payable dates in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the City or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.
9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). If the City determines not to continue the DTC book-entry only system, or DTC discontinues providing its services with respect to the Bonds and the City does not select another qualified securities depository, the City will deliver physical Bond certificates to the Beneficial Owners. The Bonds may thereafter be transferred upon the books of the Trustee by the registered owners, in person or by authorized attorney, upon surrender of Bonds at the Office of the Trustee in Costa Mesa, California, accompanied by delivery of an executed instrument of transfer in a form approved by the Trustee and upon payment of any charges provided for in the Trust Agreement. Certificated Bonds may be exchanged for Bonds of other authorized denominations of the same aggregate principal amount and maturity at the Office of the Trustee in Costa Mesa, California, upon payment of any charges provided for in the Trust Agreement. No transfer or exchange of Bonds will be made by the Trustee during the period between the record date and the next Interest Payment Date.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS TO ONLY DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

11. The foregoing description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal of and interest and other payments with respect to the Bonds to Direct Participants, Indirect Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in such Bonds and other related transactions by and between DTC, the Direct Participants, the Indirect Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the Direct Participants, the Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the Participants, as the case may be.


12. The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated __________, 2022, is executed and delivered by the City of Pico Rivera (the “City”) in connection with the City’s issuance of its $___________ Pension Obligation Bonds, Series 2022 (Federally Taxable) (the “Bonds”). The Bonds will be issued under the terms of a Trust Agreement, dated as of ________ 1, 2022 (the “Trust Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean [Urban Futures, Inc.] or any successor Dissemination Agent designated in writing by the City and which has filed with the City and the Trustee a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access system located at http://www.emma.msrb.org, as the centralized on-line repository for municipal disclosure documents to be filed with the MSRB pursuant to the Rule, or such other successor repository site as prescribed by the MSRB.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any successor thereto.

“Official Statement” shall mean the final Official Statement, dated __________, 2022, relating to the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2 12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

Section 3. Provisions of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, no later than nine months after the end of the City’s fiscal year, commencing with the report for the 2021-22 fiscal year (which currently would be by March 31 each year based upon the June 30 end of fiscal year), provide to the MSRB, via EMMA, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate
documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than 15 business days prior to the date specified in subsection (a) above for providing the Annual Report to the MSRB, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the first sentence of this subsection (b). If requested by the Dissemination Agent, the City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall in a timely manner send a notice to the MSRB, in such form as prescribed or acceptable to MSRB.

(d) The Dissemination Agent (if other than the City) shall, if and to the extent, the City has provided an Annual Report in final form to the Dissemination Agent for dissemination, file a report with the City certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements prepared for the City for the most recently completed fiscal year. Such audited financial statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, as may be further modified by applicable state law. If such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the audited financial statements customarily used by the City, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update, for the fiscal year ended the June 30 next preceding the date of the Annual Report, of the following tables contained in the Official Statement (to the extent not included in the audited financial statements described in paragraph (a) above):

Table 1 – Statement of Revenues, Expenditures, and Changes in General Fund Balances
Budget And Actual General Fund Balances

Table 3 – General Fund Balance Sheet

Table 4 – General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance

Table 5 – General Fund Tax Revenues By Source
Table 6 – Assessed Valuation of Taxable Property

Table 7 – Property Tax Levies and Collections

Table 8 – Principal Taxpayers

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the City shall provide such further information, if any, as may be necessary to make the specifically required statements, in light of the circumstances under which they are made, not misleading.

Any or all of the items listed above for inclusion in the Annual Report may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been available to the public on EMMA or filed with the SEC. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given to the MSRB, via EMMA, notice of the occurrence of any of the following Listed Events with respect to the Bonds, which notice shall be given in a timely manner, not in excess of ten business days after the occurrence of such Listed Event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Bond owners, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;
(12) Bankruptcy, insolvency, receivership or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(For Listed Event set forth in Section 5(a)(12), the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.)

(For Listed Events listed in Section 5(a)(15) and (16), “financial obligation” has such meaning as set forth in the Rule which, as of the date of this Disclosure Certificate, includes: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii); provided that municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule is not a “financial obligation” for this purpose.)

(b) The Dissemination Agent (if not the City) shall, within one business day after obtaining knowledge of the occurrence of any of the events listed in Section 5(a) (1), (3), (4), (5), (6), (9), (11), (12) or (16), or (8) with respect to tender offers, inform the City of the occurrence of such event. In any case, as soon as reasonably practicable after the occurrence of such event, the City shall, or shall cause the Dissemination Agent to, file in a timely manner, not in excess of ten business days after the occurrence of any such event, a notice of such occurrence with the MSRB, in an electronic format accompanied by identifying information as prescribed by the MSRB.

(c) The Dissemination Agent (if not the City) shall, within one business day after obtaining knowledge of the occurrence of any of the events listed in Section 5(a) (2), (7), (10), (13), (14), (15) or (8) with respect to bond calls, inform the City of the occurrence of such event and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d).
(d) Upon the occurrence of any event specified in Section 5(a) (2), (7), (10), (13), (14), (15) or (8) with respect to bond calls, the City shall as soon as possible, in order to meet the ten business day deadline to file notices required under the Rule and pursuant to the following sentence, determine if such event would be material under applicable Federal securities law. If the City determines that knowledge of the occurrence of such event would be material under applicable Federal securities law, the City shall, or shall cause the Dissemination Agent to, file in a timely manner, not in excess of ten business days after the occurrence of any such event, a notice of such occurrence with the MSRB, in an electronic format accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b); provided, that this requirement shall be deemed satisfied by the filing of a notice of defeasance or full redemption pursuant to Section 5(b).

Section 7. Dissemination Agent. The initial Dissemination Agent shall be [Urban Futures, Inc.] From time to time, the City may appoint a different Dissemination Agency to assist it in carrying out its obligations (or designate itself as the Dissemination Agent) under this Disclosure Certificate. The Dissemination Agent may resign by providing 30 days written notice to the City and the Trustee. The City may replace the Dissemination Agent with or without cause.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver affecting the Bonds either (i) is approved by holders of the affected Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of such Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. For purposes of this paragraph, “impact” has the meaning as that word is used in the letter from the staff of the Securities and Exchange Commission to the National Association of Bond Lawyers dated June 23, 1995.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is
made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the MSRB in the same manner as for a Listed Event under Section 5(b).

No amendment to this Agreement which modifies the duties or rights of the Dissemination Agent shall be made without the prior written consent of the Dissemination Agent.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent (if different than the City) shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Owners, or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any direction from the City or an opinion of nationally recognized bond counsel. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.
IN WITNESS WHEREOF, the City has caused its duly authorized officer to execute and deliver this Certificate on the date first written above.

CITY OF PICO RIVERA

By: ________________________________
    City Manager
POLICY
The Pension Funding Policy (the “Policy”) is intended to support the decision-making process of the City Council as it applies to the City’s unfunded pension liability and should be consistent with the City’s financial goals and policy objectives.

This Policy is intended to work in conjunction with the City’s other adopted financial policies, including the Debt Management Policy and the City’s General Fund Reserve Policies. This Policy does not cover other post-employment benefits, known as OPEB, which principally involves retiree health care benefits and associated liabilities. Nothing in this Policy shall constitute an obligation upon the City, nor an implied contract. The City Council may revoke or amend this Policy by resolution at any time.

PURPOSE
The City’s main objective shall be to reduce its unfunded pension liabilities in the most cost-efficient, fiscally prudent, and sustainable manner possible. As with any fiscally prudent policy, the City recognizes that this Policy should:

- Maintain the City’s sound financial position;
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenditures;
- Protect the City’s creditworthiness;
- Provide guidance in making annual budget decisions;
- Ensure that all pension funding decisions are structured to protect both current and future taxpayers, ratepayers, employees and residents of the City; and
- Ensure that the structure of Pension Obligation Bonds, if authorized and issued, is consistent with the City’s strategic planning goals, objectives, capital improvement program, budget, and/or Debt Management Policy.

BACKGROUND
CalPERS Plan
The City contributes to the California Public Employees Retirement System (“CalPERS”), an agent multiple-employer public employee defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California.

All qualified permanent and probationary employees are eligible to participate in the City’s CalPERS Miscellaneous Plan. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

The City has three different retirement benefit tiers based on date of hire:
- Tier I: 2.5% at 55 for employees hired on or before June 30, 2012
- Tier II: 2.0% at 60 for employees after June 30, 2012
• Tier III: 2.0% at 62 for all new members to CalPERS, as defined by Assembly Bill 340/Public Employees' Pension Reform Act (PEPRA)

Every August, CalPERS completes a new actuarial valuation report, dated as of June 30th, and calculates the City’s Unfunded Accrued Liability (“UAL”) as of the new valuation date. If the value of the funded assets is not equivalent to this new liability amount, the City will incur a new UAL at that point in time. The UAL may increase or decrease from year to year, due to the following factors:

• Changes in actuarial assumptions and experience changes (e.g., changes in the discount rate, changes in demographic experience, etc.);
• Changes in actuarial gains and losses due to asset returns being higher or lower than expected;
• Changes in plan benefits; and/or
• Changes in number of employees participating (Classic/PEPRA), employee pickup of plan contributions, etc.

To meet its pension obligations, the City is statutorily required to make payments to CalPERS on an annual basis, which is comprised of two components: Normal Costs and UAL Payments.

Council Plan
The City also has available a supplemental retirement benefit plan for City council members (“Council Plan”) on or after July 1, 2002. This plan is a single-employer defined benefit pension plan administered by Public Agency Retirement Services (“PARS”), who serves as the trustee for the Council Plan. As a result of PEPRA amendments, the City has decided to close this plan to any new council members elected or appointed on or after January 1, 2013.

The Council Plan provides a benefit equal to 4% of final compensation times benefit service, capped at 10 years of service. This plan is a single-employer defined benefit plan. Eligibility for these benefits is defined as reaching age 55 and completing 5 years of continuous City council service. Employees terminating employment with the City after 5 years of service but prior to age 55 will receive a deferred retirement benefit to commence at age 55.

Section 115 Trust
On October 10, 2017, the City Council approved the establishment of an irrevocable Section 115 Trust with PARS Pension Rate Stabilization Program (“PRSP”) through which the City can pre-fund its pension obligations. The Section 115 Trust allows the City to build its pension reserve while maintaining oversight of investment management and control over the risk tolerance of the portfolio. Monies set aside in this trust can be used to ease budgetary pressures resulting from unanticipated spikes in employer contribution rates. For example, the City can set aside year-end surplus to use in future years when the required contribution is less affordable. The 115 Trust is held by US Bank, with investment strategies being determined by the City. In January of 2018, the City established the trust with an initial $1 million contribution. As of the date of this policy, the current balance in the 115 Trust is $1,329,992.77.
FUNDING GOAL
As of June 30, 2020, the City’s CalPERS pension plan was 65% funded. It shall be the City’s initial goal to strive to fund the CalPERS pension plan at 85% to 90%, with an overall goal to strive to a 100% funding level. The City shall explore the use of funding strategies as outlined below in order to achieve its future funding goals.

FUNDING STRATEGIES
The City will explore, and if financially feasible, pursue the funding strategies identified below to help address its unfunded retirement liabilities. The strategies represent a combination of internal budgeting and policy directives, as well as financing mechanisms. The City should seek to “reinvest” all or a portion of the savings realized from the implementation these strategies.

A. Allocation of Liabilities Across Funds
The City shall continue allocating pension costs across all applicable funds on a percentage of payroll basis. To the extent practicable and legally feasible, the City shall apply the cost of pensions to all applicable user rates, fees and charges associated with enterprise funds/grant programs.

B. Use of Reserves and Allocation of Additional Resources
Due to a variety of factors, such as economic expansion, frugal operations, or changes to various projects and programs, the City may end a fiscal year with a surplus of revenues over expenditures, encumbrances and reserve commitments. Budget surplus funds are those surplus funds that result after closing the City’s accounting records for a fiscal year. On an annual basis, the City Manager will recommend allocations to the City Council on the use of budget surplus funds consistent with the uses identified in the Fund Balance Policy. After deficits, reserve deficiencies and other matters of fiscal concern, the City Manager or his/her designee may recommend that remaining budget surplus funds be used to address long-term pension liabilities. While this policy on the use of reserves and one-time monies is a stated policy goal, individual funding decisions shall be proposed on a case-by-case basis by the City Manager to the City Council.

To the extent that the City has: excess reserves, unspent budget monies at year-end, unspent proceeds from a capital project, and/or one-time revenues, the City shall endeavor to apply a portion of such monies toward its unfunded pension liabilities. The allocation of additional resources shall be made on a case-by-case basis by the City Council, with input from the City Manager after all discretionary fund reserve balances and one-time monies have been reviewed by City staff.

C. Annual Pre-Pay Contribution
For all plans, the City shall annually prepay its UAL payment to ensure it received the ~ 3.0% discount (reduction) to the required payment amount. Prepayment will require City staff to ensure the City has sufficient cash available at the beginning of each fiscal year (July) to make the prepayment in addition to all other expected draws upon city cash accounts.
D. Tax-Exempt Exchange
To the extent the City has pay-go tax-exempt capital projects, the City may consider financing such projects with tax-exempt bonds and using the budgeted pay-go funds to make additional discretionary payments towards the UAL. In this case, the City would then use the budgeted UAL payments to pay debt service on the tax-exempt bonds and realize savings from the differential between the tax-exempt bond borrowing rate and the Discount Rate.

E. Leveraged Refunding
When issuing refunding bonds for savings, the City shall consider applying all or a portion of debt service savings toward paying down the appropriate fund’s share of UAL.

F. Pension Obligation Bonds (POBs)
Pension obligation bonds (POBs) are taxable bonds that state and local governments have issued as part of an overall strategy to fund the unfunded portion of their pension liabilities. The economic benefit of POBs is premised on the assumption that the bond proceeds, when invested with pension assets in higher-yielding asset classes, will be able to achieve a rate of return that is greater than the interest rate owed over the term of the bonds.

The City may opt from time-to-time to use taxable bonds to “refinance” a portion of its unfunded pension liability. There is risk of failing to achieve the targeted rate of return that can burden the City with both the debt service requirements of the taxable bonds and the unfunded pension liabilities that remain unmet because the investment portfolio did not perform as anticipated. To mitigate this risk, the City shall undertake the following measures prior to and during the issuance of pension obligation bonds as part of a comprehensive strategy to address the City’s unfunded liabilities.

GUIDELINES FOR ISSUANCE OF POBs
The City shall adhere to the following general guidelines for issuance of POBs:

- The bonds shall be structured to target a pension funding ratio of not to exceed 100% with the application of bond proceeds.
- The bonds shall not be structured to extend the final maturity date or defer payments.
- The bonds shall be structured with the most flexible prepayment option that can be achieved in the market without interest rate penalty at the time of issuance.
- The bonds shall not finance non-current normal costs; they shall only be used to refinance unfunded pension liabilities.
- The POBs shall result in positive budgetary savings as determined by the City Manager/Finance Director.
- Issuance of POBs requires approval by City Council.

TARGETING STRATEGIES
To maximize interest costs savings, the City shall apply Additional Discretionary Payments (“ADPs”) toward the Amortization Bases with the longest remaining term (maturity). Should the City seek to optimize budgetary (cash flow) impact, it should seek to apply these monies toward the Amortization Bases with the shortest term, and/or retain in a restricted reserve intended to serve as a pension stabilization fund. Specific recommendations regarding how monies shall be applied
toward unfunded pension as well as the Section 115 Trust shall be provided by City staff each year, as part of the mid-year budget update provided to Council.

All pre-funding decisions will require detailed financial analysis to be performed; and shall include proper documentation of the analysis, methodology, and decision-making process.

**REINVESTMENT OF SAVINGS**
Should the City issue POBs, the City will realize a budgetary cash savings in the first year of refinancing its UAL pension debt, as determined by comparing POB debt service payment against the actuarially determined UAL payment made to CalPERS included in the City’s audited ACFR. The City shall endeavor to deposit all or a portion of that budgetary savings amount into the City’s Section 115 Trust to offset any future UAL costs that arise. The City shall direct the deposit into the 115 Trust as part of its mid-year budget update, subject to approval by City Council.

**USE OF SECTION 115 TRUST**
The City shall utilize Section 115 Trust funds to mitigate rising pension costs in future years, in order to maintain budget smoothing and service sustainability. Should UAL payments exceed the level during the fiscal year in which POBs are issued, due to setbacks in funding progress, market returns, or actuarial changes, the City shall have the flexibility to utilize Section 115 Trust funds to pay pension costs. Specific recommendations regarding use of Section 115 Trust funds shall be provided by City staff each year, subject to availability of funds and funding priorities.

**POLICY REVIEW**
Funding a defined benefit pension plan requires a long-term horizon. As such, the City will review this policy at least every two years to determine if changes to this policy are needed to ensure adequate resources are being accumulated.
To: Mayor and City Council
From: City Manager
Meeting Date: April 26, 2022

Recommendation:

1. Receive and file the Treasurer’s Report for the quarter ending March 31, 2022, which represents balances and activities for the third quarter (January through March) of the 2021-22 fiscal year; and


Fiscal Impact:

There is no fiscal impact from this item. On a quarterly basis, Administrative Services Department staff allocates the appropriate interest income to the various funds. This shows as revenues to the respective funds.

Discussion:

The Treasurer's Report (Enclosure 1) provides a synopsis of investment activity for the City of Pico Rivera’s (City) investment portfolio for the fiscal year (FY) 2021-22 third quarter ending March 31, 2022. The report provides information on assets, allocations, average maturities, yields and valuations for each of the three (3) portfolios. A discussion of market conditions is included to give additional perspective to these measurements.

As of March 31, 2022, the City's investment portfolios are in full compliance with the City's Investment Policy, California Government Code Section 53601, and have sufficient cash flow from a combination of liquid and maturing securities, bank deposits and income to meet the City's expenditure requirements. The paragraphs below provide a summary of the investment results from the third quarter.

Total Pooled Cash and Investments during the quarter totaled $86,054,382. This total amount consisted of $6,963,887 in the City’s accounts with its banking partner Commercial Bank of California (CBC), $53,019,980 in the State Treasurer’s Local Agency
Investment Fund (LAIF) and $26,070,515 managed by Chandler Asset Management (Chandler). The City also had $1,817,556 held by various Trustee Accounts, all related to the City’s bond issues (1999 Water Revenue Bonds, etc.).

The total 2018 Certificates of Participation, Series A (COPS) managed by Wilmington Trust reflect an ending balance of $14,305,383.

The Pico Rivera Innovative Municipal Energy (PRIME) accounts, an Enterprise Fund, reflect two (2) primary accounts. The first account, Insured Cash Sweep (ICS) account, receives and records investment income. The ICS account as of March 31, 2022 has an ending balance of $5,927,962. The second account, Public Fund account, receives Electronic Data Interchange (EDI) collection payments and executes vendor payments for the purchase of energy. The Public Fund account as of March 31, 2022 has an ending balance of $1,354,308. The ICS and Public Fund accounts are managed by River City Bank (RCB).

Chandler Asset Management Managed Portfolio

The City entered into a discretionary investment advisory agreement in December 2017, with Chandler, an SEC-registered investment advisor, to manage a portion of the City’s portfolio in a disciplined, active manner that complies with the City’s investment policy and stated objectives of safety, liquidity and yield. After detailed consultation with Chandler’s investment team, the City selected the Limited Maturity investment strategy, benchmarked against the Bank of America Merrill Lynch 1-3 Year US Treasury & Agency Index. The strategy invests in a well-diversified portfolio of high-quality fixed income securities. To maintain compliance with the City’s investment policy, Chandler continues to invest in securities that reflect the guidelines set forth in the City’s Investment Policy, most recently approved on June 22, 2021.

To ensure the safety of the portfolio, investments that hold the highest credit quality are selected. The Chandler Managed Portfolio is comprised primarily of Treasury Securities and Federal Government sponsored entity debt, otherwise known as federal agency securities. Federal agency securities continue to be regarded as among the safest securities in the global market. Two (2) of the government sponsored agencies, Federal National Mortgage Association (Fannie Mae) and Federal Home Loan Mortgage Corporation (Freddie Mac), remain under conservatorship and carry an implicit guarantee by the Federal Government. In addition, both are carefully monitored by the City’s investment manager and Treasurer to ensure the continued safety of the City’s funds.

The Portfolio Holding Report (Table 1) reflects the types of security holdings in the City’s investment fund. The portfolio March 31, 2022 market value represents a total of $26,070,515, a decrease of $568,240 from the December 31, 2021 market value of $26,638,755. At the period ending March 31, 2022, the portfolio held a diverse portfolio by holding nine (9) different security types. The largest security holding consists of Treasury Securities of $10,451,557. These Treasury Securities are one of the highest-quality debt instruments.
The Portfolio Holdings Report also provides the portfolio’s Par values (nominal value of a bond); Book yield (Internal Rate of Return); Book value (value of a security); Market YTM (long-term bond yield); Market value (amount security can be sold on a given market); accrued interest (interest earned); total portfolio (Market value + accrued interest); and finally, Maturity Duration (bond sensitivity of price that may change in interest rates during duration).

<table>
<thead>
<tr>
<th>Security Type</th>
<th>Par Value/Units</th>
<th>Purchase Date/Book Yield</th>
<th>Book Value</th>
<th>Mkt Price/Market YTM</th>
<th>Market Value</th>
<th>Accrued Interest</th>
<th>Total Portfolio</th>
<th>Maturity Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Backed Securities</td>
<td>1,887,733</td>
<td>1,887,866</td>
<td>1,887,866</td>
<td>$1,887,866</td>
<td>1,884,137</td>
<td>$1,884,137</td>
<td>1,884,137</td>
<td>1.14%</td>
</tr>
<tr>
<td>Agency Securities</td>
<td>5,290,000</td>
<td>5,299,919</td>
<td>5,299,919</td>
<td>5,299,919</td>
<td>5,202,860</td>
<td>5,202,860</td>
<td>5,202,860</td>
<td>1.38%</td>
</tr>
<tr>
<td>Commercial Medium Term</td>
<td>1,332,717</td>
<td>1,331,791</td>
<td>1,331,791</td>
<td>1,331,791</td>
<td>1,346,752</td>
<td>1,346,752</td>
<td>1,346,752</td>
<td>0.97%</td>
</tr>
<tr>
<td>Notes</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>0.06%</td>
</tr>
<tr>
<td>Commercial Paper</td>
<td>474,000</td>
<td>479,730</td>
<td>479,730</td>
<td>479,730</td>
<td>469,313</td>
<td>469,313</td>
<td>469,313</td>
<td>0.19%</td>
</tr>
<tr>
<td>Corporate Notes</td>
<td>13,799</td>
<td>13,799</td>
<td>13,799</td>
<td>13,799</td>
<td>13,799</td>
<td>13,799</td>
<td>13,799</td>
<td>0.01%</td>
</tr>
<tr>
<td>Money Market</td>
<td>425,000</td>
<td>425,003</td>
<td>425,003</td>
<td>425,003</td>
<td>424,973</td>
<td>424,973</td>
<td>424,973</td>
<td>0.01%</td>
</tr>
<tr>
<td>Negotiable CD</td>
<td>185,000</td>
<td>185,003</td>
<td>185,003</td>
<td>185,003</td>
<td>185,003</td>
<td>185,003</td>
<td>185,003</td>
<td>0.01%</td>
</tr>
<tr>
<td>Supranational</td>
<td>1,185,000</td>
<td>1,201,885</td>
<td>1,201,885</td>
<td>1,201,885</td>
<td>1,155,155</td>
<td>1,155,155</td>
<td>1,155,155</td>
<td>1.14%</td>
</tr>
<tr>
<td>US Treasury</td>
<td>10,735,000</td>
<td>10,795,340</td>
<td>10,795,340</td>
<td>10,795,340</td>
<td>10,450,101</td>
<td>10,450,101</td>
<td>10,450,101</td>
<td>2.37%</td>
</tr>
<tr>
<td>TOTAL CHANDLER PORTFOLIO</td>
<td>$26,513,269</td>
<td>$26,665,022</td>
<td>$26,665,022</td>
<td>$26,008,650</td>
<td>$61,065</td>
<td>$61,065</td>
<td>$61,065</td>
<td>1.75%</td>
</tr>
</tbody>
</table>

The Investments by Type (Chart 1) reflects the makeup of the portfolio holdings by security type. The portfolio holds 40% in US Treasuries (government treasury bonds, notes, and bills), 20% of total investments in federal agency securities, 18% in medium-term corporate notes, 7% in asset-backed securities, which are collateralized by a pool of assets, and the remainder in money market funds.

The Investment Rating chart (Chart 2) illustrates the portfolios’ investment grade of holdings. This rating provides the City assurance of risk associated with quality of the holdings investment grade. As is demonstrated, in the chart below, 91.6% of the total
portfolio consists of investments rated “A” or higher as of March 31, 2022, a slight decrease of 0.1% from December 31, 2021.

**Chart 2 - Investment Ratings**

- **AA**: 68.2%
- **AAA**: 9.4%
- **A**: 14.0%
- **NR**: 8.4%
- **<A**: 0.0%

The City’s portfolio remains highly rated, liquid, and stable despite the economic uncertainties. The bond market experienced a historic level of volatility during the first quarter as the Russian invasion of Ukraine exacerbated ongoing domestic pricing pressures while the Federal Reserve began tightening monetary policy to address these inflationary challenges. Economic growth moderated from the previous quarter but remained robust, as evidenced by the continued strong level of job creation. During the quarter, bond yields rose sharply in response to the Fed’s normalization of monetary policy, including a 25 basis point increase in the Fed Funds rate and the forward guidance regarding future interest hikes and balance sheet reduction, or “quantitative tightening”.

**Local Agency Investment Funds (LAIF)**

To manage liquidity, the Pico Rivera Pooled Investment Portfolio is invested in LAIF. The LAIF December 31, 2021 market value represents a total of $37,494,731 and the March 31, 2022 market value of $53,019,980. The increase of $15.5 million in balance from last quarter was related to the net transfers of $15.5 million to LAIF in January, February and March. Most of the transfers were attributable to revenues from property tax of $9.0 million, revenues from Redevelopment Property Tax Trust Fund of $2.1 million, revenues from sales tax of $1.7 million and revenue from water bond refund of $1.2 million. The LAIF Quarterly Performance ending March 31, 2022 notes an Apportionment Rate at .32% and a quarterly yield of .29%.
The City participates in the State of California LAIF portfolio program. The program consists of local agencies participating in a large portfolio to invest using the State Treasurer's Office for investments at no additional cost to the taxpayer. The Local Investment Advisory Board (LIAB) provides oversight for LAIF.

LAIF administrative costs are minimal and assessed quarterly. The Government Code states administrative costs are not to exceed 5% of the quarterly earnings of the fund. The characteristics of the LAIF portfolio reflect minimal credit risk with safety in investing of high-quality securities. LAIF funds are protected by statute and are not borrowable.

As Graph 1 below demonstrates, the Chandler Asset Management Performance (CAMP) portfolio has outperformed the LAIF portfolio over the last four (4) years.

Graph 1 – LAIF and CAMP from March 2018 through March 2022

The comparison of LAIF to the CAMP is the difference in investment security types; whereas LAIF takes on a more conservative approach per Investment Policy, LAIF and CAMP follow similar investment guidelines for safety, liquidity and return.

Staff has continuously monitored the City’s investment portfolio and performance on an ongoing basis. As evident by Graph 1 above, the CAMP has outperformed the return experienced from our LAIF portfolio. As staff has demonstrated above, the CAMP is managed within the City’s investment policy guidelines with more favorable returns than LAIF.

Monthly Investment Transaction Report
Per the City’s Investment Policy approved by the City Council on June 22, 2021, the City Treasurer submits a monthly investment transaction report to the City Council within 30
days of the end of the reporting period in accordance with California Government Code Section 53607.

The monthly investment transactions summary updates the City Council on the City’s monthly transactions of the City’s investment portfolio for the month ending March 31, 2022. The statements enclosed include transactions of the City’s investments with Local Agency Investments Funds (LAIF) and Chandler Asset Management (Enclosures 2 and 3).

**Conclusion:**

All investments are maintained in accordance with California Government Code Section 53601 and the City’s investment policy approved by the City Council on June 22, 2021. The City Treasurer (Director of Administrative Services) certifies that the funds are invested to provide sufficient cash flow for a period of six (6) months.

Steve Carmona

SC:AG:JM:ep

Enclosures:  
1) Treasurer’s Report for Third Quarter Ending March 31, 2022  
2) LAIF Statement for the Month Ending March 31, 2022  
3) Chandler Asset Management Transaction Ledger for March 2022
<table>
<thead>
<tr>
<th>TYPE OF INVESTMENT</th>
<th>Interest Rate</th>
<th>Issuer</th>
<th>Reporting Date</th>
<th>Investment Income</th>
<th>Ending Balance</th>
<th>Source of Market Valuation</th>
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<tr>
<td>Local Agency Investment Fund (LAIF)</td>
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<td>3/31/2022</td>
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<td>CBC</td>
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<td>Chandler Investments*</td>
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<td>Chandler Investments</td>
<td>3/31/2022</td>
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<td>26,070,515.00</td>
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**TOTAL CASH & INVESTMENTS: Exclude Water Fund 550**

<table>
<thead>
<tr>
<th>TYPE OF INVESTMENT</th>
<th>Ending Balance</th>
<th>Dividends</th>
<th>Source of Market Valuation</th>
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</thead>
<tbody>
<tr>
<td>Revenue Bonds, 1999 Bond Fund Water Authority</td>
<td>144.13</td>
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<td>Revenue Bonds, 1999 Bond Fund Water Authority</td>
<td>237,645.83</td>
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<td>Revenue Bonds, 1999 Bond Fund Water Authority</td>
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<td>Revenue Bonds, 1999 Water Rate Stabilization</td>
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<tr>
<td><strong>TOTAL CASH &amp; INVESTMENTS:</strong></td>
<td>$1,817,555.62</td>
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<tr>
<td><strong>TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS:</strong></td>
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<table>
<thead>
<tr>
<th>TYPE OF INVESTMENT</th>
<th>Ending Balance</th>
<th>Dividends</th>
<th>Source of Market Valuation</th>
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<tr>
<td>Revenue Bonds, 2021 Tax Allocation Refunding Bonds</td>
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<table>
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<th>ENTERPRISE FUNDS</th>
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<td>River City Bank (PRIME)</td>
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<td>1,354,307.82</td>
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<tr>
<td><strong>TOTAL River City Bank:</strong></td>
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<td>$1,947.04</td>
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* Total-Rate-Return (TRR) 3 month: TRR measuring performance, actual rate of return of an investment or a pool of investments over a given evaluation period. TRR includes interest, capital gains, dividends and distributions realized over a given period of time.

I certify that this investment portfolio is in conformity with the Investment Policy of the City of Pico Rivera. The Investment Program provides sufficient liquidity to meet a minimum of the next six month's estimated expenditures.

Angelina Garcia
Director of Administrative Services, City Treasurer and Interim Assistant City Manager, City of Pico Rivera
CITY OF PICO RIVERA

CITY TREASURER
6615 S. PASSONS BLVD
PICO RIVERA, CA  90660

Account Number: 98-19-653

March 2022 Statement

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<th>Effective Date</th>
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<th>Web Confirm Number</th>
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Account Summary

Total Deposit: 2,500,000.00  Beginning Balance: 50,519,980.19
Total Withdrawal: 0.00  Ending Balance: 53,019,980.19
City of Pico Rivera Portfolio  
Chandler Investment Transactions  
March 2022

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Tran Category</th>
<th>Tran Type</th>
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<th>Quantity</th>
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<tr>
<td>3/31/2022</td>
<td>Other Transactions</td>
<td>US Treasury Note</td>
<td>Interest</td>
<td>US Treasury Note</td>
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**Changes of Market Values and Accrued Interests**

<table>
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<tr>
<th>Transaction Date</th>
<th>Security Description</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Amount</th>
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**Net Investment Transactions**

<table>
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<th>Category</th>
<th>Amount</th>
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<tr>
<td>Beginning Balance</td>
<td>26,376,925.04</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>26,070,514.74</td>
</tr>
</tbody>
</table>

**Ending Balance as of 3/31/2022**

$26,070,514.74
To: Chairman and Directors

From: Executive Director

Meeting Date: April 26, 2022

Subject: APPROVAL OF THE FORGIVENESS OF A DEBT OWING TO THE SUCCESSOR AGENCY FROM SEQUOYAH HOLDINGS, LLC

Recommendation:

1. Approve a resolution of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the forgiveness of a debt owing to the Successor Agency from Sequoyah Holdings, LLC.

Fiscal Impact:

The Successor Agency’s receivables will be reduced by $315,686. It is important to note that the Successor Agency’s receivables may only be used for the payment of approved enforceable obligations or deposited into the Redevelopment Property Tax Trust Fund that is distributed to all taxing entities within the tax rate area. There is no negative impact to the City’s General Fund with the forgiveness of this debt.

Discussion:

The Successor Agency is proposing the full discharge and forgiveness of two (2) consolidated loans (Redevelopment Loans) that were issued by the former City of Pico Rivera Redevelopment Agency (Former Agency) to Sequoyah Holdings, LLC, the owners and operators of the Dal Rae Restaurant (Dal Rae), which were secured via a Deed of Trust on January 11, 2000. The loans were in the amount of $250,000 and $185,000, respectively. The remaining balance of the loans is $315,686 of the initial $435,000 Redevelopment Loans.

The Dal Rae has operated in the City for more than 60 years and is a Los Angeles Landmark that is a known destination restaurant for diners wanting an excellent meeting place between Los Angeles and Orange County. The Restaurant offers direct and indirect economic benefits to residents and businesses in the City. The Former Agency issued the Redevelopment Loans to provide assistance to the property owners and for building upgrades and improvements.
Similar to other fine dining establishments, the Dal Rae experienced significant financial hardships in recent years as a result of the COVID-19 pandemic. Unlike fast casual and drive-through restaurants, the Dal Rae completely closed its operations for many months during the first months of the pandemic as Dal Rae patrons were not interested in To-Go orders. The Dal Rae had steady sales growth in previous years, with year-over-year sales growth of 4.1% and 2.5% respectively in 2018 and 2019, respectively. However, sales decreased by nearly 50% in 2020. Moreover, year-over-year sales decreased by over 29% in each quarter of 2020 with the most significant decreases of over 62% occurring in the 2nd and 4th Quarters. While the Dal Rae did receive federal assistance from the Paycheck Protection Program, the total amount of federal assistance was only a fraction of the revenue lost during the COVID-19 pandemic. As a result, Sequoyah Holdings, LLC is unable to fulfill scheduled debt service payments on the loans.

The Successor Agency is authorized to wind down the Former Agency’s affairs in an expeditious manner, including the administration and enforcement of the loans. Therefore, the full discharge and forgiveness of the loans will help expedite the dissolution of the Former Agency and provide savings to affected taxing entities.

**Conclusion:**

Staff recommends that the Successor Agency approve the resolution approving forgiveness of a debt owing to the Successor Agency from Sequoyah Holdings, LLC.

Steven Carmona

SC:AG:JG:ep:dl

Enclosure: 1) Resolution/Exhibit A
RESOLUTION NO. SA-22-____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY APPROVING THE FORGIVENESS OF A DEBT OWING TO THE SUCCESSOR AGENCY FROM SEQUOYAH HOLDINGS, LLC

WHEREAS, in accord with the provisions of the California Redevelopment Law (Health and Safety Code Section 33000, et seq.), the City Council of the City of Pico Rivera (“City”) previously established the Redevelopment Agency of the City of Pico Rivera, a public body, corporate and politic (“Former Agency”) to carry out the purposes of and exercise the powers granted to community redevelopment agencies; and

WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill ABX1 26 (Chapter 5 Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, “Dissolution Act”), the City adopted Resolution No. 6652 on January 10, 2012, electing to serve as Successor Agency to the Former Agency; and,

WHEREAS, on January 11, 2000, the Former Agency issued two (2) loans to Sequoyah Holdings, LLC, owners of the Dal Rae Restaurant (“Dal Rae”), in the amount of Two Hundred Fifty Thousand Dollars ($250,000) and One Hundred Eighty-Five Thousand Dollars ($185,000), collectively referred to as “Redevelopment Loans”, for the acquisition of the Dal Rae property and exterior refurbishment of the Dal Rae that were secured by a Deed of Trust; and

WHEREAS, the outstanding balance of the loans as of April 26, 2022 is Three Hundred Fifteen Thousand Six Hundred Eighty-Six Dollars ($315,686); and

WHEREAS, the Dal Rae has operated in the City as an upscale dining establishment for more than sixty (“60”) years; and

WHEREAS, the Dal Rae is a Los Angeles landmark that is a known destination restaurant that serves as an excellent meeting place for diners between Los Angeles and Orange County provides economic benefits to residents and businesses; and

WHEREAS, the continued operation of the Dal Rae and exterior refurbishment of the building provides economic benefits to both residents and businesses in the City; and

WHEREAS, the Dal Rae has experienced significant financial hardship in recent years as a result of the COVID-19 pandemic; and

WHEREAS, the Dal Rae is unable to fulfill scheduled debt service payments on the Loans; and

WHEREAS, the Successor Agency is authorized to wind down the Former Agency's affairs, including the administration and enforcement of the Redevelopment Loans; and
RESOLUTION NO. SA-22- _____
Page 2 of 3

WHEREAS, the Successor Agency desires to authorize the full discharge and forgiveness of the Redevelopment Loans in order to expedite the dissolution of the Former Agency providing savings to affected taxing entities; and

WHEREAS, by expediting the dissolution of the Former Agency completing wind down activities, the affected taxing entities will realize earlier administrative cost savings through eliminating or reducing the administrative budget paid to the Successor Agency related to the winding down of the Successor Agency’s affairs, the savings of which are subsequently passed on to affected taxing entities or used to retire other Successor Agency obligations.

NOW, THEREFORE, the Successor Agency to the Pico Rivera Redevelopment Agency does hereby resolve as follows:

SECTION 1. The Recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The Successor Agency approves the forgiveness of the remaining balance of the Loans in the amount of Three Hundred Fifteen Thousand Six Hundred Eighty-Six Dollars ($315,686). Following the approval by the First District Oversight Board and State Department of Finance, the Executive Director of the Successor Agency is authorized to execute such documents and instruments and such other actions that are reasonably necessary to effectuate the intent of this Resolution.

SECTION 3. In accord with Health and Safety Code Section 34180(a), Successor Agency staff is directed to transmit this resolution to the First District Oversight Board and upon the First District Oversight Board’s approval, transmit the resolution to the California State Department of Finance for final approval.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon this approval.

APPROVED AND PASSED this 26th day of April, 2022 by members of the Successor Agency to the Pico Rivera Redevelopment Agency, voting as follows:

____________________________
Dr. Monica Sanchez, Chairman
This Deed of Trust, made this 11th day of January, 2000, between SEQUOYAH HOLDINGS, LLC, a California limited liability company, herein called Trustor, whose address is 9023 E. Washington Blvd., Pico Rivera, CA 90660, (hereinafter referred to as "the Trustor") and PICO RIVERA REDEVELOPMENT AGENCY, herein called Trustee, for value received, accepts, assumes, and agrees to be subject to the terms, covenants, and conditions contained herein, to the following premises, situated in the City of Pico Rivera, County of Los Angeles, State of California, as described in and by reference to the records of the office of the County Recorder of said county:

PARCEL 3, in the City of Pico Rivera, County of Los Angeles, State of California, as shown on Parcel Map No. 2995, filed in Book 40, Page 32, of Parcel Maps, in the office of the County Recorder of said county.

TOGETHER with the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraphs 10 of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Security of the Beneficiary, 1. Performance of each agreement of Trustor incorporated by reference herein or contained herein. 2. Payment of the indebtedness evidenced by this instrument and all interest, charges and expenses of the Trustee, in the principal sum of $183,000, executed by Trustee in favor of Beneficiary or order. 3. Payment of such further sums as the record owner of said property hereafter may borrow from Beneficiary, evidenced by another note or notes, and securing to the same, as evidenced by another note or notes, and securing to the same, as evidenced by another note or notes.

To protect the Security of this Deed of Trust, Trustor agrees to the execution and delivery of this Deed of Trust and to the note secured herein, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County, County of Los Angeles, State of California, as shown on Parcel Map No. 2995, filed in Book 40, Page 32, of Parcel Maps, in the office of the County Recorder of said county.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On January 11, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared MARLY ORA OCHOA,COMM. P, 8185364, NOTARY PUBLIC, CALIFORNIA, LOS ANGELES COUNTY, My Comm. Expires June 23, 2005, and acknowledged a California limited liability company for the purpose of signing the within instrument and acknowledged that the same was executed in the presence of the undersigned, and that the same was executed in the presence of the undersigned, and that the undersigned, a Notary Public, does hereby certify that the same was executed in the presence of the undersigned, a Notary Public.

Said instrument was signed in the presence of the undersigned, a Notary Public, and was acknowledged and is declared to be true and correct.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinafter set forth.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On January 11, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared MARLY ORA OCHOA,COMM. P, 8185364, NOTARY PUBLIC, CALIFORNIA, LOS ANGELES COUNTY, My Comm. Expires June 23, 2005, and acknowledged a California limited liability company for the purpose of signing the within instrument and acknowledged that the same was executed in the presence of the undersigned, and that the same was executed in the presence of the undersigned, and that the undersigned, a Notary Public, does hereby certify that the same was executed in the presence of the undersigned, a Notary Public.
DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Deed

Trustee:

This Deed of Trust has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of all sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties benefited by the terms of said Deed of Trust, the estates now held by you under the same.

MAIL RECONVEYANCE TO:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.
LOAN AGREEMENT AND INSTALLMENT PROMISSORY NOTE SECURED BY DEED OF TRUST

Pico Rivera, California
Date: 1/11/00

For value received, SEQUOYAH HOLDINGS, LLC, a California Limited Liability Company, (hereinafter "Borrower or Undersigned") of 9023 S. Washington Boulevard, City of Pico Rivera, State of California, jointly and severally promise to pay to the order of PICO RIVERA REDEVELOPMENT AGENCY of City of Pico Rivera, (hereinafter "Lender or Holder") County of Los Angeles, State of California, its successors and assigns, at Pico Rivera, California, the sum of One Hundred Eighty Five Thousand Dollars ($185,000.00) with interest on any unpaid balance from the first day of the tenth year following execution of this note at the rate of three (3%) percent per annum and payable in two hundred forty (240) equal successive monthly installments of $1,026.01 in lawful money of the United States of America, commencing on the first day of the month ten years and one month following execution of this note, and continuing on the same day of each and every month thereafter until paid except the final installment shall be the balance due on this note. Payments shall be credited first toward interest then late charges, then other amounts due and then principal.

Pursuant to that LESSEE/OWNER PARTICIPATION AGREEMENT #R98-308, dated January 5, 1999, by and between Borrower and Lender, as subsequently amended and approved by Borrower and Lender, the following terms and provisions shall apply to this LOAN AGREEMENT AND INSTALLMENT PROMISSORY NOTE SECURED BY DEED OF TRUST:

1. The parties acknowledge and agree that Lender has previously loaned to Borrower the sum of Seventy Five Thousand Dollars ($75,000.00) pursuant to the above Lessor/Owner Participation Agreement number R98-308 and Borrower has signed and delivered a written Promissory Note dated January 5, 1999, to Lender along with a Trust Deed securing said Promissory Note which Trust Deed is dated January 5, 1999, and was recorded in the records of Los Angeles County on March 29, 1999, as document No. 990529279.

2. This Loan Agreement and Installment Promissory Note secured by Deed of Trust is intended, and shall be, a novation of the above Promissory Note and Trust Deed. When this Loan Agreement and Installment Promissory Note secured by Deed of Trust and the necessary Deed of Trust have been signed and recorded to the satisfaction of Lender, Lender shall cancel and release to Borrower the previous Promissory Note in the amount of Seventy Five Thousand Dollars ($75,000.00) and Trust Deed securing that Promissory Note dated January 5, 1999, and recorded on March 29, 1999, as document No. 990529279.
3. Borrower shall sign and deliver to Lender a subordinated Trust Deed securing this Loan Agreement and Installment Promissory Note secured by Deed of Trust by the creation of a subordinated Deed of Trust Lien on the property located at 9023 East Washington Boulevard, Pico Rivera, California, which is legally described as:

That portion of Parcel 3, as shown on Parcel Map No. 2995, filed in Book 40, Page 32 of Parcel Maps in the Office of the Los Angeles County Recorder, (hereinafter "the property").

4. Overdue installment; acceleration of maturity. If any installment is not paid when due, the undersigned shall pay collection charges of three (3%) percent per dollar of each overdue installment or the actual costs of collection, whichever is greater. In addition, the entire amount owing and unpaid under this note shall, at the election of holder, become due and payable. Notice of such election is waived.

5. Attorneys' fees. The undersigned shall pay all reasonable attorneys' fees incurred by holder in enforcing any right or remedy under this note.

6. Interest on unpaid amounts. All sums remaining unpaid on the agreed or accelerated date of maturity of the last installment shall thereafter bear interest at the rate of ten (10%) percent per annum.

7. Completion or modification of note. Each of the undersigned authorizes holder to date and complete this note in accordance with the terms of the loan evidenced hereby, to accept additional comakers, to release comakers, to change or extend dates of payment, and to grant indulgences all without or affecting the obligations of any of the undersigned.

8. Waiver of rights by comakers. The undersigned waives (a) presentment, protest, notice of protest and notice of dishonor; (b) the right, if any, to benefit of, or to direct the application of, any security hypothecated to holder until all indebtedness of the undersigned to holder, however arising, shall have been paid; (c) the right to require holder to proceed against the undersigned, or to pursue any other remedy in holders power. Holder may proceed against any of the undersigned directly and independently of any other, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release, or substitution of security, or any impairment or suspension of holder's remedies or rights against any of the undersigned, shall not in any way affect the liability of any of the undersigned. Holder shall, prior to any action of collection of foreclosure, give the undersigned a 30-day notice of any breach or default and shall commence action of collection or foreclosure only in the event the undersigned has failed to cure any breach or default with respect to the payment of money within such 30-day period or if such breach or default is not with respect to the payment of money only in the event the undersigned has failed to commence curing such breach or default within such 30-day period and thereafter fails to diligently pursue curing such breach.
9. If the property, any part of it, or interest in it is sold, or if the trustor agrees to sell, convey, or alienate the property, by operation of law or otherwise, all obligations secured by this instrument, regardless of the maturity dates, at the option of the holder and without demand or notice will immediately become due and payable. Notwithstanding the foregoing, the members of the Borrower may, with notice to holder but without holder's consent, transfer all or any part of the ownership to each other or to trusts or other entities controlled by them or organized for the benefit of their family members which includes, but is not limited to, one or more of a spouse, siblings, children, grandchildren or other family members.

However, the property may be refinanced with the written consent of Lender, which consent shall not be unreasonably withheld, provided that all net proceeds of such refinancing (in excess of the amounts required to satisfy the encumbrances being refinanced), shall be used to satisfy the obligations of this Loan Agreement and Installment Promissory Note secured by Deed of Trust.

10. The Subordinated Trust Deed securing this Note will be junior and subordinate to two (2) Senior Deeds of Trust being $810,000 in favor of Western Security Bank which shall be recorded prior to the Deed of Trust in favor of PRRA and a Deed of Trust in favor of Western Security Bank in the sum of $465,000 which will be recorded after the Deed of Trust in favor of PRRA. If the property is refinanced in accordance with the provisions of the preceding paragraph 9, Lender will subordinate its Deed of Trust pursuant to this Agreement to the new Deed of Trust required by the refinancing. The terms of such subordination agreement shall be subject to the written approval of Lender, which approval shall not be unreasonably withheld.

11. Title Insurance. Borrower shall have provided to Lender an ALTA Lender's extended coverage policy of title insurance with such endorsements as Lender may require, issued by a title insurance company acceptable to Lender and in a form, amount, and content satisfactory to Lender insuring or agreeing to insure Lender's Mortgage or Deed of Trust on the Property is or will be upon recordation a valid lien on the Property free and clear of all defects, liens, encumbrances, and exceptions except those as specifically accepted by Lender in writing.

12. Satisfactory Construction. All work usually done at the stage of construction for which disbursement is requested shall have been done in a good and workmanlike manner and all materials and fixtures usually furnished and installed at that stage of construction shall have been furnished and installed. Borrower shall also have furnished to Lender such proofs as Lender may require to establish the progress of the work, compliance with applicable laws, freedom of the Property from liens, and the basis for the requested disbursement.

13. Certification. Borrower shall have furnished to Lender a certification by an engineer, architect, or other qualified inspector acceptable to Lender that the construction of the Improvements has complied and will continue to comply with all applicable statutes, ordinances, codes, regulations, and similar requirements.
14. **Lien Waivers.** Borrower shall have obtained and attached to each application for an Advance, including the Advance to cover final payment to the General Contractor, executed acknowledgments of payments of all sums due and releases or mechanics and materialmen's liens, satisfactory to Lender, from any party having lien rights, which acknowledgments of payment and releases of liens shall cover all work, labor, equipment, materials done, supplied, performed, or furnished prior to such application for an Advance.

15. **Lack of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement.

**DISBURSEMENT OF LOAN PROCEEDS.** Lender shall loan to Borrower the sum of one hundred eighty five thousand dollars ($185,000) subject to the following provisions relating to the disbursement of funds by Lender.

16. **Application for Advances.** Each application shall be slated on a form approved by Lender, executed by Borrower, and supported by such evidence as Lender shall reasonably require. Borrower shall apply only for disbursement with respect to work actually done by the General Contractor and for materials and equipment actually incorporated into the Project. Each application for an Advance shall be deemed a certification of Borrower that as of the date of such application, all representations and warranties contained in the agreement are true and correct, and that Borrower is in compliance with all of the provisions of this Agreement.

17. **Payments.** At the sole option of Lender, Advances may be paid in the joint names of Borrower and the General Contractor, subcontractor(s), or supplier(s) in payment of sums due under the Construction Contract. At its sole option, Lender may directly pay the General Contractor and any subcontractors or other parties the sums due under the Construction Contract. Borrower appoints Lender as its attorney-in-fact to make such payments. This power shall be deemed to be coupled with an interest, shall be irrevocably, and shall survive an Event of Default under this Agreement.

18. **Final Payment to General Contractor.** Upon completion of the Project and fulfillment of the Construction Contract to the satisfaction of Lender and provided sufficient Loan Funds are available, Lender shall make an Advance to cover the final payment due to the General Contractor upon delivery to Lender of endorsements to the ALTA title insurance policy following the posting of the completion notice, as provided under applicable law. Construction shall not be deemed complete for purposes of final disbursement unless and until Lender shall have received all of the following:

(a) Evidence satisfactory to Lender that all work under the Construction Contract requiring inspection by any governmental authority with jurisdiction has been duly inspected and approved by such authority, that a certificate of occupancy has been issued, and that all
parties performing work have been paid, or will be paid, for such work;

(b) A certification by an engineer, architect, or other qualified inspector acceptable to Lender that the Improvements have been completed, that direct connection has been made to all utilities and that the Project is ready for occupancy; and

C Acceptance of the completed Improvements by Lender and Borrower.

19. Construction Default. If borrower fails in any respect to comply with the provisions of this Agreement or if construction ceases before completion regardless of the reason, Lender, at its option, may refuse to make further Advances, may accelerate the indebtedness under the terms of the Note, and without thereby impairing any of its rights, powers, or privileges, may enter into possession of the construction site and perform or cause to be performed any and all work and labor necessary to complete the improvements.

20. Damage or Destruction. If any of the Property or Improvements is damaged or destroyed by casualty of any nature, within sixty (60) days thereafter Borrower shall restore the Property and Improvements to the condition in which they were before such damage or destruction with funds other than those in the Loan Fund. Lender shall not be obligated to make disbursements under this Agreement until such restoration has been accomplished.

21. Right to Advance Funds. When any event occurs that Lender determines may endanger completion of the Project or the fulfillment of any condition or covenant in this Agreement, Lender may require Borrower to furnish, within ten (10) days after delivery of a written request, adequate security to eliminate, reduce, or indemnify Lender against, such danger. In addition, upon such occurrence, Lender in its sole discretion may advance funds or agree to undertake to advance funds to any party to eliminate, reduce, or indemnify Lender against, such danger or to complete the Project. All sums paid by Lender pursuant to such agreements or undertakings shall be for Borrower's account and shall be without prejudice to Borrower's rights, if any, to receive such funds from the party to whom paid. All sums expended by Lender in the exercise of its option to complete the Project or protect Lender's interests shall be payable to Lender on demand together with interest from the date of the Advance at the rate applicable to the Loan. In addition, any Advance of funds under this Agreement, including without limitation direct disbursements to the General Contractor or other parties in payment of sums due under the Construction Contract, shall be deemed to have been expended by or on behalf of Borrower and to have been secured by Lender's Mortgage or Deed of Trust, if any, on the Property.

22. Limitation of Responsibility. The making of any Advance by Lender shall not constitute or be interpreted as either (a) an approval or acceptance by Lender of the work done through the date of the Advance, or (b) a representation or indemnity by Lender to any party against any deficiency or defect in the work or against any breach of any contract. Inspections and approvals of the Plans and Specifications, the Improvements, the workmanship and materials used in the improvements, and the exercise of any other right of inspection, approval, or inquiry granted to
Lender in this Agreement are acknowledged to be solely for the protection of Lender's interests, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on Lender to any party. Neither Borrower nor any contractor, subcontractor, materialmen, laborer, or any other person shall rely, or have any right to rely, upon Lender's determination of the appropriateness of any Advance. No disbursement or approval by Lender shall constitute a representation by Lender as to the nature of the Project, its construction, or its intended use for Borrower or for any other person, nor shall it constitute an indemnity by Lender to Borrower or to any other person against any deficiency or defects in the Project or against any breach of any contract.

23. **Affirmative Covenants.** Borrower covenants and agrees with Lender that, while this Agreement is in effect, Borrower will:

24. **Litigation.** Promptly inform Lender in writing of (a) all material adverse changes in Borrower's financial condition, and (b) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

25. **Financial Records.** Maintain its books and records in accordance with generally accepted accounting principles, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

26. **Financial Statements.** Furnish Lender with, as soon as available, but in no event later than thirty (30) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, compiled by a certified public accountant satisfactory to Lender. All financial reports required to be provided under this Agreement shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

27. **Additional Information.** Furnish such additional information and statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations as Lender may request from time to time.

28. **Financial Covenants and Ratios.** Comply with the following covenants and ratios: Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

29. **Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance
during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

30. Construction of the Project. Commence construction of the Project no later than January 1, 2000, and cause the Improvements to be constructed and equipped in a diligent and orderly manner in accordance with all applicable laws, ordinances, codes, regulations, and rights of adjoining or concurrent property owners.

31. Loan Proceeds. Use the Loan Funds solely for payment of bills and expenses directly to the Project.

32. Defects. Upon demand of Lender, promptly correct any defect in the Improvements or any departure from the Plans and Specifications not approved by Lender before further work shall be done upon the portion of the improvements affected.

33. Project Claims and Litigation. Promptly inform Lender of (a) all material adverse changes in the financial condition of the General Contractor; (b) any litigation and claims, actual or threatened, affecting the Project or the General Contractor, which could materially affect the successful completion of the Project or the ability of the General Contractor to complete the Project as agreed; and (c) any condition or event which constitutes a breach or default under any of the Related Documents or any contract related to the Project.

34. Payment of Claims and Removal of Liens. (a) Cause all claims for labor done and materials and services furnished in connection with the Improvements to be fully paid and discharged in a timely manner. (b) diligently file or procure the filing of a valid notice of completion of the Improvements, or such comparable document as may be permitted under applicable lien laws, (c) diligently file or procure the filing of a notice of cessation, or such comparable document as may be permitted under applicable lien laws, upon the happening of cessation of labor on the Improvements for a continuous period of thirty (30) days or more, and (d) take all reasonable steps necessary to remove all claims of liens against the Property, the Improvements or any part of the Property or Improvements, or any rights or Interests appurtenant to the Property or Improvements. Upon Lenders request, Borrower shall make such demands or claims upon or against laborers, materialmen, subcontractors, or other persons who have furnished or claim to have furnished labor, services, or materials in connection with the Improvements, which demands or claims shall under the laws of the State of California require diligent assertions of lien claims upon penalty or loss or waiver thereof. Borrower shall within ten (10) days after the filing of any claim of lien that is disputed or contested by Borrower, record or cause the General Contractor for the construction of the Improvements to record in the Office of the LOS ANGELES County Recorder, a surety bond pursuant to California law sufficient to release the claim of lien and, within five (5) days of Lender's demand, make suitable provision by deposit of funds with Lender in an amount satisfactory to Lender or by bond satisfactory to Lender for the possibility that the contest will be unsuccessful. If Borrower fails to remove any
lien on the Property or Improvements or provide a bond or deposit pursuant to this provision, Lender may pay such lien, or may contest the validity of the lien, and Borrower shall pay all costs and expenses of such contest, including Lender's reasonable attorneys' fees.

35. Taxes and Claims. Pay and discharge when due all of Borrower's indebtedness, obligations, and claims that, if unpaid, might become a lien or charge upon the Property or Improvements; provided, however, that Borrower shall not be required to pay and discharge any such indebtedness, obligation, or claim so long as (a) its legality shall be contested in good faith by appropriate proceedings, (b) the indebtedness, obligation, or claim does not become a lien or charge upon the Property or Improvements, and (c) Borrower shall have established on its books adequate reserves with respect to the amount contested in accordance with generally accepted accounting practices. If the indebtedness, obligation, or claim does become a lien or charge upon the Property or Improvements, Borrower shall remove the lien or charge upon the Property or Improvements. Borrower shall remove the lien or charge as provided in the preceding paragraph.

36. Performance. Perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or hereafter existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

37. Additional Assurances. Make, execute, and deliver to Lender such Security Agreements, instruments, documents, and other agreements reasonably necessary to document and secure the Loan and to perfect Lender's Security Interests in the Property and Improvements.

38. Negative Covenants. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (a) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (b) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets, or (c) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (a) Engage in any business activities substantially different than those in which Borrower is presently engaged, (b) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (c) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guarantees. (a) Loan Invest in or advance money or assets, (b) purchase, create or acquire any interest in any other enterprise or entity, or (c) insure any obligation as surety or guarantor other than in the ordinary course of business.
Modification of Contract. Make or permit to be made any modification of the Construction Contract.

Liens. Create or allow to be created any lien or charge upon the Property or the Improvements.

39. The proceeds of this loan shall be used by Lender for the following improvements to the property.

a) General Renovation
b) HVAC
c) Roofing
d) Kitchen and Bar Flooring
e) Decorative Lighting
f) Bar, Casework and Boothwork

Borrower shall provide satisfactory proof to Lender that the above improvements have been satisfactorily completed prior to the release of funds.

Dated this 11th day of January, 2000.

OWNER
SEQUOYAH HOLDINGS, LLC

By: Kevin Smith, Member

By: Lorin Smith, Member

PICO RIVERA REDEVELOPMENT AGENCY:

Dennis Courtemanche, Executive Director
STATE OF CALIFORNIA   )
COUNTY OF Los Angeles  ) ss

On January 11, 2020, before me, Marcy Loera Ochoa, a Notary Public, personally appeared KEVIN SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marcy Loera Ochoa
Notary Public

STATE OF CALIFORNIA   )
COUNTY OF Los Angeles  ) ss

On January 11, 2020, before me, Marcy Loera Ochoa, a Notary Public, personally appeared LORIN SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marcy Loera Ochoa
Notary Public
STATE OF CALIFORNIA )
COUNTY OF Los Angeles ) ss

On January 12, 2009, before me, Marcy Loera Ochoa, a Notary Public, personally appeared DENNIS COURTEMARCHE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Marcy Loera Ochoa

[Notary Public Seal]

LoanAgreement.wpd
**Short Form Deed of Trust and Assignment of Rents (Individual)**

This Deed of Trust, made this 11th day of January, 2000, between

SEQUOYAH HOLDINGS, LLC, a California limited liability company., herein called Trustor, whose address is 9023 E. Washington Blvd., Pico Rivera, CA, 90660, (up)

Ticor Title Insurance Company of California, a California corporation, herein called Trustee, and

PICO RIVERA REDEVELOPMENT AGENCY, herein called Beneficiary.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, THAT PROPERTY IN THE CITY OF PICO RIVERA, LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS:

Parcel 3, in the City of Pico Rivera, County of Los Angeles, State of California, as shown on Parcel Map No. 2995, filed in Book 40, Page 32, of Parcel Maps, in the office of the County Recorder of said county.

SEE ATTACHED EXHIBIT A

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by any promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $2,300,000.00. 3. Payment of such further sums as the record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note or notes, reciting it as so secured.

To Protect the Security of This Deed of Trust, Trustee Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties, October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.

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(wheat provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length, that he will observe and perform said provisions, and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him.
DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed to reconvey, without warranty, any of said lands, the said indebtedness having been fully paid and satisfied by the undersigned.

MAIL RECONVEYANCE TO:

Do not lose or destroy this Deed of Trust or the Note which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

00-0075617
LOAN AGREEMENT AND INSTALLMENT PROMISSORY
NOTE SECURED BY DEED OF TRUST
(THIS NOTE HAS A BALLOON PAYMENT)

Pico Rivera, California
Date: 1/11/90

For value received, SEQUOYAH HOLDINGS, LLC, a California Limited Liability Company, (hereinafter Borrower or Undersigned) of 9023 E. Washington Boulevard, City of Pico Rivera, State of California, jointly and severally promise to pay to the order of PICO RIVERA REDEVELOPMENT AGENCY of City of Pico Rivera, (hereinafter Lender or Holder) County of Los Angeles, State of California, its successors and assigns, at Pico Rivera, California, the sum of Two hundred Fifty Thousand Dollars ($250,000.00) with interest on any unpaid balance from the first day of the twenty-sixth year following execution of this note at the rate of one (1%) percent per annum and payable interest only annually for five years, with the balance of all principal and any interest due on the first day of the month of the Thirtieth year following execution of this Note. All payments in lawful money of the United States of America. Payments shall be credited first toward interest, then late charges, then other amounts due and then principal.

Pursuant to the LESSEE/OWNER PARTICIPATION AGREEMENT #R98-308, dated January 5, 1999, by and between Borrower and Lender, as subsequently amended and approved by Borrower and Lender, the following terms and provisions shall apply to this LOAN AGREEMENT AND INSTALLMENT PROMISSORY NOTE SECURED BY DEED OF TRUST:

1. Borrower shall sign and deliver to Lender a subordinated Trust Deed securing this Loan Agreement and Installment Promissory Note secured by Deed of Trust by the creation of a subordinated Deed of Trust Lien on the property located at 9023 East Washington Boulevard, Pico Rivera, California, which is legally described as:

That portion of Parcel 3, as shown on Parcel Map No. 2995, filed in Book 40, Page 32 of Parcel Maps in the Office of the Los Angeles County Recorder, (hereinafter "the property").

2. Overdue installment; acceleration of maturity. If any installment is not paid when due, the undersigned shall pay collection charges of three (3%) percent per dollar of each overdue installment or the actual costs of collection, whichever is greater. In addition, the entire amount owing and unpaid under this note shall, at the election of holder, become due and payable. Notice of such election is waived.
3. Attorneys' fees. The undersigned shall pay all reasonable attorneys' fees incurred by holder in enforcing any right or remedy under this note.

4. Interest on unpaid amounts. All sums remaining unpaid on the agreed or accelerated date of maturity of the last installment shall thereafter bear interest at the rate of ten (10%) percent per annum.

5. Completion or modification of note. Each of the undersigned authorizes holder to date and complete this note in accordance with the terms of the loan evidenced hereby, to accept additional cosigners, to release cosigners, to change or extend dates of payment, and to grant indulgences all without or affecting the obligations of any of the undersigned.

6. Waiver of rights by cosigners. The undersigned waives (a) presentment, protest, notice of protest and notice of dishonor; (b) the right, if any, to benefit of, or to direct the application of, any security hypothecated to holder until all indebtedness of the undersigned to holder, however arising, shall have been paid; (c) the right to require holder to proceed against the undersigned, or to pursue any other remedy in holders power. Holder may proceed against any of the undersigned directly and independently of any other, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release, or substitution of security, or any impairment or suspension of holder's remedies or rights against any of the undersigned, shall not in any way affect the liability of any of the undersigned. Holder shall, prior to any action of collection of foreclosure, give the undersigned a 30-day notice of any breach or default and shall commence action of collection or foreclosure only in the event the undersigned has failed to cure any breach or default with respect to the payment of money within such 30-day period or if such breach or default is not with respect to the payment of money only in the event the undersigned has failed to commence curing such breach or default within such 30-day period and thereafter fails to diligently pursue curing such breach.

7. If the property, any part of it, or interest in it is sold, conveyed, or alienated the property, by operation of law or otherwise, all obligations secured by this instrument, regardless of the maturity dates, at the option of the holder and without demand or notice will immediately become due and payable. Notwithstanding the foregoing, the members of the Borrower may, with notice to holder but without holder's consent, transfer all or any part of the ownership to each other or to trusts or other entities controlled by them or organized for the benefit of their family members which includes, but is not limited to, one or more of a spouse, siblings, children, grandchildren or other family members.

However, the property may be refinanced with the written consent of Lender, which consent shall not be unreasonably withheld, provided that all net proceeds of such refinancing (in excess of the amounts required to satisfy the encumbrances being refinanced), shall be used to satisfy the obligations of this LOAN AGREEMENT AND INSTALLMENT PROMISSORY NOTE SECURED BY DEED OF TRUST.
8. The Subordinated Trust Deed securing this Note will be junior and subordinate to two (2) Senior Deeds of Trust being $810,000 in favor of Western Security Bank which shall be recorded prior to the Deed of Trust in favor of PBRA and a Deed of Trust in favor of Western Security Bank in the sum of $465,000 which will be recorded after the Deed of Trust in favor of PBRA. If the property is refinanced in accordance with the provisions of the preceding paragraph 7, Lender will subordinate its Deed of Trust pursuant to this Agreement to the new Deed of Trust required by the refinancing. The terms of such subordination agreement shall be subject to the written approval of Lender, which approval shall not be unreasonably withheld.

9. Title Insurance. Borrower shall have provided to Lender an ALTA Leader's extended coverage policy of title insurance with such endorsements as Lender may require, issued by a title insurance company acceptable to Lender and in a form, amount, and content satisfactory to Lender insuring or agreeing to insure Lender's Mortgage or Deed of Trust on the Property is or will be upon recordation a valid lien on the Property free and clear of all defects, liens, encumbrances, and exceptions except those as specifically accepted by Lender in writing.

10. Satisfactory Construction. All work usually done at the stage of construction for which disbursement is requested shall have been done in a good and workmanlike manner and all materials and fixtures usually furnished and installed at that stage of construction shall have been furnished and installed. Borrower shall also have furnished to Lender such proofs as Lender may require to establish the progress of the work, compliance with applicable laws, freedom of the Property from liens, and the basis for the requested disbursement.

11. Certification. Borrower shall have furnished to Lender a certification by an engineer, architect, or other qualified inspector acceptable to Lender that the construction of the Improvements has complied and will continue to comply with all applicable statutes, ordinances, codes, regulations, and similar requirements.

12. Lien Waivers. Borrower shall have obtained and attached to each application for an Advance, including the Advance to cover final payment to the General Contractor, executed acknowledgments of payment of all sums due and releases or mechanic's and materialmen's liens, satisfactory to Lender, from any party having lien rights, which acknowledgments of payment and releases of liens shall cover all work, labor, equipment, materials done, supplied, performed, or furnished prior to such application for an Advance.

13. Lack of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement.

DISBURSEMENT OF LOAN PROCEEDS. Lender shall loan to Borrower the sum of two hundred fifty thousand dollars ($250,000) subject to the following provisions relating to the disbursement of funds by Lender.
14. Application for Advances. Each application shall be stated on a form approved by Lender, executed by Borrower, and supported by such evidence as Lender shall reasonably require. Borrower shall apply only for disbursement with respect to work actually done by the General Contractor and for materials and equipment actually incorporated into the Project. Each application for an Advance shall be deemed a certification of Borrower that as of the date of such application, all representations and warranties contained in the agreement are true and correct, and that Borrower is in compliance with all of the provisions of this Agreement.

15. Payments. At the sole option of Lender, Advances may be paid in the joint names of Borrower and the General Contractor, subcontractor(s), or supplier(s) in payment of sums due under the Construction Contract. At its sole option, Lender may directly pay the General Contractor and any subcontractors or other parties the sums due under the Construction Contract. Borrower appoints Lender as its attorney-in-fact to make such payments. This power shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive an Event of Default under this Agreement.

16. Final Payment to General Contractor. Upon completion of the Project and fulfillment of the Construction Contract to the satisfaction of Lender and provided sufficient Loan Funds are available, Lender shall make an Advance to cover the final payment due to the General Contractor upon delivery to Lender of endorsements to the ALTA title insurance policy following the posting of the completion notice, as provided under applicable law. Construction shall not be deemed complete for purposes of final disbursement unless and until Lender shall have received all of the following:

(a) Evidence satisfactory to Lender that all work under the Construction Contract requiring inspection by any governmental authority with jurisdiction has been duly inspected and approved by such authority, that a certificate of occupancy has been issued, and that all parties performing work have been paid, or will be paid, for such work;

(b) A certification by an engineer, architect, or other qualified inspector acceptable to Lender that the Improvements have been completed, that direct connection has been made to all utilities and that the Project is ready for occupancy; and

© Acceptance of the completed Improvements by Lender and Borrower.

17. Construction Default. If Borrower fails in any respect to comply with the provisions of this Agreement or if construction ceases before completion regardless of the reason, Lender, at its option, may refuse to make further Advances, may accelerate the indebtedness under the terms of the Note, and without thereby impairing any of its rights, powers, or privileges, may enter into possession of the construction site and perform or cause to be performed any and all work and labor necessary to complete the improvements.
18. Damage or Destruction. If any of the Property or Improvements is damaged or destroyed by casualty of any nature, within sixty (60) days thereafter Borrower shall restore the Property and Improvements to the condition in which they were before such damage or destruction with funds other than those in the Loan Fund. Lender shall not be obligated to make disbursements under this Agreement until such restoration has been accomplished.

19. Right to Advance Funds. When any event occurs that Lender determines may endanger completion of the Project or the fulfillment of any condition or covenant in this Agreement, Lender may require Borrower to furnish, within ten (10) days after delivery of a written request, adequate security to eliminate, reduce, or indemnify Lender against, such danger. In addition, upon such occurrence, Lender in its sole discretion may advance funds or agree to undertake to advance funds to any party to eliminate, reduce, or indemnify Lender against, such danger or to complete the Project. All sums paid by Lender pursuant to such agreements or undertakings shall be for Borrower’s account and shall be without prejudice to Borrower’s rights, if any, to receive such funds from the party to whom paid. All sums expended by Lender in the exercise of its option to complete the Project or protect Lender’s interests shall be payable to Lender on demand together with interest from the date of the Advance at the rate applicable to the Loan. In addition, any Advance of funds under this Agreement, including without limitation direct disbursements to the General Contractor or other parties in payment of sums due under the Construction Contract, shall be deemed to have been expended by or on behalf of Borrower and to have been secured by Lender’s Mortgage or Deed of Trust, if any, on the Property.

20. Limitation of Responsibility. The making of any Advance by Lender shall not constitute or be interpreted as either (a) an approval or acceptance by Lender of the work done through the date of the Advance, or (b) a representation or indemnity by Lender to any party against any deficiency or defect in the work or against any breach of any contract. Inspections and approvals of the Plans and Specifications, the Improvements, the workmanship and materials used in the improvements, and the exercise of any other right of inspection, approval, or inquiry granted to Lender in this Agreement are acknowledged to be solely for the protection of Lender’s interests, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on Lender to any party. Neither Borrower nor any contractor, subcontractor, materialsman, laborer, or any other person shall rely, or have any right to rely, upon Lender’s determination of the appropriateness of any Advance. No disbursement or approval by Lender shall constitute a representation by Lender as to the nature of the Project, its construction, or its intended use for Borrower or for any other person, nor shall it constitute an indemnity by Lender to Borrower or to any other person against any deficiency or defects in the Project or against any breach of any contract.

21. Affirmative Covenants. Borrower covenants and agrees with Lender that, while this Agreement is in effect, Borrower will:

22. Litigation. Promptly inform Lender in writing of (a) all material adverse changes in Borrower’s financial condition, and (b) all existing and all threatened litigation, claims, investigations,
23. Financial Records. Maintain its books and records in accordance with generally accepted accounting principles, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

24. Financial Statements. Furnish Lender with, as soon as available, but in no event later than thirty (30) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, compiled by a certified public accountant satisfactory to Lender. All financial reports required to be provided under this Agreement shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

25. Additional Information. Furnish such additional information and statements, lists of assets and liabilities, ageings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations as Lender may request from time to time.

26. Financial Covenants and Ratios. Comply with the following covenants and ratios: Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

27. Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

28. Construction of the Project. Commence construction of the Project no later than January 1, 2000, and cause the Improvements to be constructed and equipped in a diligent and orderly manner in accordance with all applicable laws, ordinances, codes, regulations, and rights of adjoining or concurrent property owners.

29. Loan Proceeds. Use the Loan Funds solely for payment of bills and expenses directly related to the Project.

30. Defects. Upon demand of Lender, promptly correct any defect in the Improvements or any departure from the Plans and Specifications not approved by Lender before further work shall
be done upon the portion of the improvements affected.

31. Project Claims and Litigation. Promptly inform Lender of (a) all material adverse changes in the financial condition of the General Contractor; (b) any litigation and claims, actual or threatened, affecting the Project or the General Contractor, which could materially affect the successful completion of the Project or the ability of the General Contractor to complete the Project as agreed; and (c) any condition or event which constitutes a breach or default under any of the Related Documents or any contract related to the Project.

32. Payment of Claims and Removal of Liens. (a) Cause all claims for labor done and materials and services furnished in connection with the Improvements to be fully paid and discharged in a timely manner. (b) Diligently file or procure the filing of a valid notice of completion of the Improvements, or such comparable document as may be permitted under applicable lien laws, (c) Diligently file or procure the filing of a notice of cessation, or such comparable document as may be permitted under applicable lien laws, upon the happening of cessation of labor on the Improvements for a continuous period of thirty (30) days or more, and (d) take all reasonable steps necessary to remove all claims of liens against the Property, the Improvements or any part of the Property or Improvements, or any rights or interests appurtenant to the Property or Improvements. Upon Lenders request, Borrower shall make such demands or claims upon or against laborers, materialmen, subcontractors, or other persons who have furnished or claim to have furnished labor, services, or materials in connection with the Improvements, which demands or claims shall under the laws of the State of California require diligent assertions of lien claims upon penalty or loss or waiver thereof. Borrower shall within ten (10) days after the filing of any claim of lien that is disputed or contested by Borrower, record or cause the General Contractor for the construction of the Improvements to record in the Office of the LOS ANGELES County Recorder, a surety bond pursuant to California law sufficient to release the claim of lien and, within five (5) days of Lender's demand, make suitable provision by deposit of funds with Lender in an amount satisfactory to Lender or by bond satisfactory to Lender for the possibility that the contest will be unsuccessful. If Borrower fails to remove any lien on the Property or Improvements or provide a bond or deposit pursuant to this provision, Lender may pay such lien, or may contest the validity of the lien, and Borrower shall pay all costs and expenses of such contest, including Lender's reasonable attorneys' fees.

33. Taxes and Claims. Pay and discharge when due all of Borrower's indebtedness, obligations, and claims that, if unpaid, might become a lien or charge upon the Property or Improvements; provided, however, that Borrower shall not be required to pay and discharge any such indebtedness, obligation, or claim so long as (a) its legality shall be contested in good faith by appropriate proceedings, (b) the indebtedness, obligation, or claim does not become a lien or charge upon the Property or Improvements, and (c) Borrower shall have established on its books adequate reserves with respect to the amount contested in accordance with generally accepted accounting practices. If the indebtedness, obligation, or claim does become a lien or charge upon the Property or Improvements, Borrower shall remove the lien or charge upon the Property or Improvements, Borrower shall remove the lien or charge as provided in the preceding paragraph.
34. **Performance.** Perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or hereafter existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

35. **Additional Assurances.** Make, execute, and deliver to Lender such Security Agreements, instruments, documents, and other agreements reasonably necessary to document and secure the Loan and to perfect Lender's Security Interests in the Property and Improvements.

36. **Negative Covenants.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

   **Indebtedness and Liens.** (a) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (b) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets, or (c) sell with recourse any of Borrower's accounts, except to Lender.

   **Continuity of Operations.** (a) Engage in any business activities substantially different than those in which Borrower is presently engaged, (b) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (c) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

   **Loans, Acquisitions and Guarantees.** (a) Loan, invest in or advance money or assets, (b) purchase, create or acquire any interest in any other enterprise or entity, or (c) insure any obligation as surety or guarantor other than in the ordinary course of business.

   **Modification of Contract.** Make or permit to be made any modification of the Construction Contract.

   **Liens.** Create or allow to be created any lien or charge upon the Property or the Improvements.

37. **The proceeds of this loan shall be used by Lender for the following improvements to the property.**

   a) Ice Machines
   b) Additional Electrical and Plumbing
   c) Kitchen Equipment (not included in original proposal)
   d) Walk-In Refrigerator
   e) Flooring
   f) Drywall (walls and ceilings)
g) Dishwashing Area
h) Locker Room and Shelving

Borrower shall provide satisfactory proof to Lender that the above improvements have been satisfactorily completed prior to the release of funds.

Dated this 11th day of January, 2000.

OWNER
SEQUOYAH HOLDINGS, LLC

By: Kevin Smith, Member

Signed 1-11-00
Lorin Smith, Member

PICO RIVERA REDEVELOPMENT AGENCY:

Denise Courtemanche, Executive Director

STATE OF CALIFORNIA  )
COUNTY OF Los Angeles  )

On January 11, 2000, before me, Mary Loera Ochoa, a Notary Public, personally appeared KEVIN SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Loera Ochoa
Notary Public

[Notary Seal]
To: President and Commissioners

From: Executive Director

Meeting Date: April 26, 2022

Subject: AUTHORIZE PURCHASE OF ADVANCE METER INFRASTRUCTURE WITH FERGUSON WATERWORKS

Recommendation:

1. Authorize the purchase of Neptune Advance Water Meter Infrastructure (CIP No. 50072) from Ferguson Waterworks in the amount of $2,729,097, and authorize the Executive Director to execute an agreement in a form approved by the General Counsel; and

2. Amend fiscal year (FY) 2021-22 Adopted Budget by appropriating $2,729,097 in Water Funds (Fund 550) to Account No. 550.70.7300.54500.50072 for the purchase of Advance Meter Infrastructure.

Fiscal Impact:

Amend FY 2021-2022 Budget to appropriate $2,729,097 from Water Authority (Fund 550) fund balance to Account No. 550.70.7300.54500-CIP-50072 for the purchase of Advanced Meter Infrastructure. Funding for this project was planned in the FY 2022-23 Budget; however, this project has been identified as a high priority project for implementation this fiscal year. There is no impact to the General Fund.

Discussion:

In 2018, Pico Rivera Water Authority (PRWA) evaluated the feasibility of implementing Advanced Metering Infrastructure (AMI) technology throughout the City. The study evaluated the operational and financial benefits that the City may receive from switching to advanced metering technology and included the evaluation of metering products from three manufacturers: Neptune Technology Group (Neptune), Mueller Systems and Master Meter. The result of the study recommended PRWA replace the existing metering infrastructure with Neptune AMI technology.

The benefits in upgrading to AMI technology include the ability to perform and transmit meter reads quickly, automatically, accurately and as often as necessary back to City Hall and to the City’s Customer Service Billing software, and the ability to detect abnormal high water consumption which can indicate the presence of leaks at the customer's premises.
Since 2018, PRWA staff has replaced or retrofitted approximately 2,965 outdated water meters with Neptune meters. In order to obtain benefits of an integrated AMI system, approximately 3,154 meter are required to be retrofitted with new registers and 6,337 to be replaced with new meters throughout the City. Procurement of above referenced AMI-ready meters and registers is necessary to move forward with the implementation of this project. In order for the AMI equipment to be compatible with existing water meters, it is recommended for PRWA to install Neptune’s equipment and cloud based management platform accordingly.

On April 4, 2022, staff received and negotiated a bid from Ferguson Waterworks to provide Neptune AMI meters and ancillary equipment for a fee not to exceed $2,729,097. Additional bids were not pursued as Ferguson Waterworks is the sole local distributor of Neptune water meters, meter reading systems, parts, and software solutions. Since Ferguson Waterworks is a sole source provider, as well as to maintain compatibility of existing infrastructure, staff recommends procurement of materials and equipment in accordance with Section 3.20.030 and 3.20.210 of the Pico Rivera Municipal Code.

The total project budget is outlined below:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neptune AMI Equipment (This agenda report)</td>
<td>$2,729,097</td>
</tr>
<tr>
<td>AMI Water Meter Lids (Future Council approval)</td>
<td>$462,000</td>
</tr>
<tr>
<td>Force Account Labor Cost/Project Management (Staff labor costs)</td>
<td>$508,903</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COST:</strong></td>
<td><strong>$3,700,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING CATEGORY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Authority (550 Fund) - FY 2021-22 Requested Budget Appropriation</td>
<td>$2,729,097</td>
</tr>
<tr>
<td>Water Authority (550 Fund) – Future FY 2022-23 Budget Appropriation</td>
<td>$970,903</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT BUDGET:</strong></td>
<td><strong>$3,700,000</strong></td>
</tr>
</tbody>
</table>

Installation of the AMI meters and registers will be accomplished by PRWA staff and the project is anticipated to be completed after 4 months from the date the materials are received.

**Conclusion:**

Staff recommends the purchase of all the equipment necessary to continue implementing the AMI project from Ferguson Waterworks in the amount of $2,729,097 in accordance with Pico Rivera Municipal Code Section 3.20.030 and 3.20.210. The work associated
with this project will reduce unaccounted water, improve billing accuracy, and facilitate meter reading within PRWA system network.

Steve Carmona

SC:TR:KG:AR:II

Enclosure: 1) Ferguson Waterworks Vendor Agreement  
2) Sole Source Provider Letter
This "Agreement" is made on April 26, 2022 by and between the Pico Rivera Water Authority ("PRWA") and Ferguson Waterworks, a California Corporation ("Vendor").

Vendor shall provide ("Goods") in a reasonable and professional manner. Vendor represents that it is able to provide the requested Goods as required by this Agreement.

Services Description: Provide the Goods of the type and quantity specified in Vendor's Proposal, attached hereto as Exhibit B and incorporated herein by this reference. Vendor warrants that all Goods provided under this Agreement are suitable for the purposes in which they are intended and are of a quality consistent with the customary standards of the industry. In the event of any conflict between Vendor's proposal and this Agreement, the provisions of this Agreement shall control.

Term of this Agreement: April 26, 2022 thru June 30, 2023.

Location: 9633 Beverly Rd, Pico Rivera CA 90660

Vendor shall deliver material on the following date: ______________________

This Agreement shall become effective on the date set forth above and shall remain in effect no later than June 30, 2023.

The Parties agree and understand that Vendor is not an employee of PRWA but shall be solely an independent contractor acting under the terms and conditions set forth herein. Vendor reserves the right to determine the assignment of its own employees to the performance of this Agreement. Vendor shall have no power to incur any debt, obligation, or liability on behalf of PRWA or otherwise to act on behalf of PRWA as an agent. Neither PRWA nor any of its officers, employees or agents shall have control over the conduct of Vendor or any of Vendor's employees, except as set forth in this Agreement. Vendor shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of PRWA. Vendor shall be solely responsible for all federal and state income taxes and any other applicable taxes. Vendor shall not be an employee of PRWA for Workers Compensation or any other purposes and shall not receive Unemployment Insurance benefits, Social Security coverage or other employee benefits. Vendor understands and agrees that Vendor shall not be an employee of PRWA as defined in the California Labor Code.

PRWA agrees to pay Vendor an amount not to exceed Two Million Seven Hundred Twenty-Nine Thousand Ninety Six Dollars and Eighty Cents ($2,729,096.80) in accordance with the prices indicated on Exhibit B. Vendor shall not be entitled to any additional reimbursement or payment from PRWA.
PRWA may terminate this Agreement at any time, with or without cause, by giving thirty (30) days prior written notice of such termination to Vendor, and by specifying the effective date thereof. If this Agreement is terminated by PRWA as provided herein, Vendor shall be paid for the goods satisfactorily delivered to PRWA as of the date of termination. In no event shall the amount paid by PRWA exceed the amount which would be paid to Vendor for the full provision of services under this Agreement.

Vendor shall obtain a PRWA business license prior to commencing performance under this Agreement. Vendor shall defend, indemnify, and hold harmless the PRWA, its officials, and every officer, employee and agent of PRWA (collectively "PRWA") from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs), injuries to property or persons (including without limitation, attorneys' fees and costs) arising out of any acts or omissions of Vendor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the PRWA, as determined by judicial decision or by the agreement of the Parties. Vendor shall defend PRWA, with counsel of PRWA's choice, at Vendor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against PRWA. Vendor shall reimburse PRWA for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor or PRWA. All duties of Vendor under this Section shall survive termination of this Agreement.

This Agreement represents the entire integrated agreement between PRWA and Vendor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both PRWA and Vendor.

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the superior or federal district court with geographic jurisdiction over the PRWA.

The terms and provisions of this Agreement shall prevail over any inconsistent, conflicting, or contrary terms or provisions contained in any exhibit to this Agreement.

EXHIBIT A (ADDITIONAL TERMS AND CONDITIONS) IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

This writing constitutes the entire Agreement between PRWA and Vendor and may be amended only by written mutual agreement. THIS CONTRACT MUST BE SIGNED AND RETURNED TO THE PUBLIC WORKS DEPARTMENT OFFICE PRIOR TO THE START
OF THE CONTRACT SERVICE. PAYMENT MAY BE WITHHELD FOR ANY SERVICES 
PERFORMED PRIOR TO THE EXECUTION OF THIS CONTRACT.

PRWA

_____________________________________
Address
City   State   Zip
Telephone

FERGUSON WATERWORKS

______________________________
Vendor Signature           DATE
Its:

______________________________
Address

______________________________
Date

APPROVED AS TO FORM

ARNOLD M. ALVAREZ-GLASMAN

______________________________
General Counsel

_____________________________________
ANNA M. JEROME           DATE
Authority Secretary
EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

Section 1. Insurance.

(a) Vendor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of $1,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Vendor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of $1,000,000 per occurrence combined single limit, covering any vehicle utilized by Vendor in performing the Services required by this Agreement.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. PRWA, its officials, officers, employees, designated volunteers and agents serving as independent contractors in the role of PRWA officials, are to be covered as additional insureds with regard to the following: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor; premises owned, occupied or used by Vendor; or automobiles owned, leased, hired or borrowed by Vendor. The coverage shall contain no limitations on the scope of protection afforded to PRWA, its officials, officers, employees, designated volunteers or agents serving as independent contractors in the role of PRWA officials that are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Vendor's insurance coverage shall be primary insurance as respects PRWA, its officials, officers, employees, designated volunteers, and agents serving as independent contractors in the role of PRWA officials. Any insurance or self-insurance maintained by PRWA, its officers, officials, employees, designated volunteers, or agents serving as independent contractors in the role of PRWA officials shall be excess of Vendor's insurance and shall not contribute with it.

3. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this Agreement shall expressly waive the insurer's right of subrogation against PRWA and its officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of PRWA officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date; the issuing insurer shall mail 30 days’ prior written notice to the PRWA.

6. If insurance coverage is canceled or reduced in coverage or in limits, Vendor shall within two business days of notice from insurer, phone, fax and/or notify the PRWA via certified mail, return receipt requested, of the changes to or cancellation of the policy. The PRWA's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Vendor shall comply with the insurance provisions required by the PRWA's Risk Manager.

   (c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waved in writing by PRWA's Risk Manager.

   (d) Vendor agrees that if it does not keep the aforesaid insurance in full force and effect, PRWA may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, PRWA may take out the necessary insurance and pay, at Vendor's expense, the premium thereon.

   (e) All insurance coverages shall be confirmed by execution of endorsements on forms approved by PRWA. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by PRWA before services commence. As an alternative to PRWA forms, Vendor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

   (f) Any deductibles or self-insured retentions must be declared to and approved by PRWA and shall not exceed $25,000.

   (g) Vendor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.
EXHIBIT B

VENDOR’S PROPOSAL
## Neptune AMI System Quote

### Quotation # Pico Rivera, City of 04042022

**Date:** 4/4/2022

**Ship to:**
Adrian Rodriguez  
Pico Rivera, City of  
9633 Beverly Rd  
Pico Rivera, CA 90660

**Project:** Neptune AMI System Quote  
**AMI Specialists:** Adam Milauskas  
**Valid Until:** 90 Days  
**Terms:** Net Thirty Days

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Product or Service Description</th>
<th>Per Item</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5968</td>
<td>5/8&quot; x 3/4&quot; Neptune T-10 Meter, ProCoder R900i, CF w/6 Antenna</td>
<td>$252.00</td>
<td>$1,503,936.00</td>
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<td>3</td>
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<td>$40,700.00</td>
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<td>4</td>
<td>120</td>
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<td>$628.00</td>
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<td>5</td>
<td>3154</td>
<td>Neptune ProCoder R900i, CF Retrofit Register (Any Size Meter)</td>
<td>$188.00</td>
<td>$592,952.00</td>
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<td>8</td>
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<td>Neptune v4 R900 Gateway w/Cellular Backhaul (Powered)</td>
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<td>$49,200.00</td>
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<td>9</td>
<td>4</td>
<td>Neptune v4 R900 Gateway w/Cellular Backhaul (Solar)</td>
<td>$13,750.00</td>
<td>$55,000.00</td>
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<td>10</td>
<td>8</td>
<td>Neptune Gateway Installations</td>
<td>$10,000.00</td>
<td>$80,000.00</td>
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<td>11</td>
<td>1</td>
<td>NEPTUNE 360 SaaS PLATFORM (AMI) ANNUAL SUBSCRIPTION (13980-205)</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
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</table>

**Sub Total**  
$2,485,598.00

**Taxable Freight**  
$243,498.80

**Estimated Sales Tax**  
10.25%

**Freight**  
$2,483,100.00

**Total Investment**  
$2,729,096.80

***No tax charged for Line Item 10 or 11***
Prices quoted are for this project only and do not include sales or use taxes, if any. Quoted prices are based upon receipt of the total quantity for immediate shipment or shipments within thirty (30) days of a bid opening only, and are offered contingent upon the Buyer's acceptance of Seller's terms and conditions. Seller objects to all terms and conditions. Future shipments subject to price changes. Seller not responsible for delays caused beyond our control. Purchaser's sole warranties, if any, are those provided by the manufacturer. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. All returns are subject to Ferguson and/or Manufacturer's return policy and may be subject to a restocking fee. Complete terms and conditions are available upon request or can be viewed at www.ferguson.com/sales-terms.html
March 2nd, 2022

City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

Re: Neptune Water Meters & Meter Reading Products

Dear Mr. Luis Osuna,

Neptune always strives to be the Most Valued Partner in assisting its Water Utility Partners serve their customers more efficiently through use of Neptune automated AMR/AMI solutions. In doing so, Neptune markets its products and services through Distributors in hardened markets. In California, Ferguson Waterworks is the Sole Distributor of Neptune water meters, meter reading systems, parts, networks, and other value-added services. Ferguson goes beyond normal distribution by being Certified as a Level 1 Distributor by Neptune, which means they invest further dollars in Product Training, Support and Project Management of today’s advanced metering systems. If there are additional questions about Neptune’s Sole Distribution agreement with Ferguson Waterworks, please contact me at: 415-710-2046.

Sincerely,

Andy Bohn; District Manager CA/NV
Neptune Technology Group Inc.
<table>
<thead>
<tr>
<th>COUNCIL MEETING DATE</th>
<th>COUNCIL MEMBER</th>
<th>REQUEST</th>
<th>DETAIL</th>
<th>DIRECTOR(S)</th>
<th>ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action</th>
<th>DISCUSSION ITEM</th>
<th>ACTION ITEM DATE</th>
<th>STATUS: Complete; Pending; On-going; In-Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/23/2021</td>
<td>Lutz</td>
<td>Explore Possible Dog Park</td>
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<td>P. Yugar</td>
<td>Follow-up Meeting</td>
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<td>5/25/2021</td>
<td>City Council</td>
<td>Translate the Profile into Both English &amp; Spanish</td>
<td>Direction provided to explore maintaining 10 editions with full Spanish translation and potential digital only.</td>
<td>P. Yugar</td>
<td>Staff Report</td>
<td>7/13/2021</td>
<td>10/26/21 1/25/22 2/8/22</td>
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<tr>
<td></td>
<td>Lutz/Lara</td>
<td>Research Development of Condos vs. Apartments at the El Rodeo</td>
<td>Staff to provide a report to City Council on the pros and cons</td>
<td>M. Garcia</td>
<td>Memo</td>
<td>✔️</td>
<td></td>
<td>On-going</td>
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<tr>
<td>7/13/2021</td>
<td>Lara/Elias</td>
<td>Term limits</td>
<td>Set 12-year term limits for City Council Members</td>
<td>A. Glasman</td>
<td>Memo to City Council</td>
<td>Nov '22</td>
<td></td>
<td>Pending</td>
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<tr>
<td></td>
<td>Lara/Lutz</td>
<td>Lobbying Ban</td>
<td>Set 10-year policy for banning lobbying contracts to former employees and City officials</td>
<td>A. Glasman</td>
<td>Discussion</td>
<td>8/10/2021</td>
<td></td>
<td>Pending</td>
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<tr>
<td>8/10/2021</td>
<td>Lutz/Lara</td>
<td>Shopping Cart Ordinance</td>
<td>Review ordinance</td>
<td>M. Garcia</td>
<td>Discussion</td>
<td>2/22/2022</td>
<td>8/24/2021</td>
<td>Pending</td>
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<tr>
<td></td>
<td>Elias/Lara</td>
<td>Code of Ethics</td>
<td>Review policy</td>
<td>A. Glasman</td>
<td>Discussion</td>
<td>2/22/2022</td>
<td>10/26/2021</td>
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<tr>
<td>10/26/2021</td>
<td>Sanchez/Lara</td>
<td>Protestors</td>
<td>Develop an ordinance protecting against bullying</td>
<td>A. Glasman</td>
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<tr>
<td>11/9/2021</td>
<td>Elias/Lara</td>
<td>Veteran Resources Center</td>
<td>Establish a Veterans Commission</td>
<td>M. Garcia</td>
<td>Discussion</td>
<td>✔️</td>
<td>12/14/2022</td>
<td>Completed</td>
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</table>
## GOOD OF THE ORDER

<table>
<thead>
<tr>
<th>COUNCIL MEETING DATE</th>
<th>COUNCIL MEMBER</th>
<th>REQUEST</th>
<th>DETAIL</th>
<th>DIRECTOR(S)</th>
<th>ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action</th>
<th>DISCUSSION ITEM</th>
<th>ACTION ITEM DATE</th>
<th>STATUS: Complete; Pending; On-going; In-Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/14/2021</td>
<td>Lutz/Lara</td>
<td>Beautification of City</td>
<td>Ad Hoc Committee to discuss</td>
<td>Good of the Order</td>
<td>Future date</td>
<td>Pending</td>
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<tr>
<td>Camacho/Lara</td>
<td>Rename Street</td>
<td>Suggest changing street name near the Sports Arena to Avenida Vicente Fernandez Road</td>
<td>Ad Hoc Committee</td>
<td>Pending</td>
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<tr>
<td>1/11/2022</td>
<td>Elias/Lara</td>
<td>Voting Materials</td>
<td>Provide outreach material in Spanish to residents</td>
<td>Voting materials are supplied by the County to the City for posting on our social media. Material is provided in both Spanish and English.</td>
<td>In-Progress</td>
<td></td>
<td></td>
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<tr>
<td>1/25/2022</td>
<td>Lara/Elias</td>
<td>City Prosecutor</td>
<td>City Attorney to research if the City can prosecute our own misdemeanor crimes</td>
<td>A. Glasman</td>
<td>Discussion</td>
<td>2/8/2022 2/22/2022</td>
<td>Pending</td>
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<td>Elias/Lara</td>
<td>Rent Control</td>
<td>Home and property protection program</td>
<td>Discussion</td>
<td>Pending</td>
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<td>2/8/2022</td>
<td>Elias/Sanchez</td>
<td>Heros Recognition</td>
<td>Recognize organizations for their work during the pandemic</td>
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<td>2/22/2002</td>
<td>Lara/Camacho</td>
<td>Chairs</td>
<td>Purchase new chairs for Council Chambers</td>
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<tr>
<td>Lutz/Lara</td>
<td>Senior Center</td>
<td>Available office space for Veterans Resource Center</td>
<td>Staff to follow-up and advise on best facility to be utilized</td>
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<td></td>
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<tr>
<td>COUNCIL MEETING DATE</td>
<td>COUNCIL MEMBER</td>
<td>REQUEST</td>
<td>DETAIL</td>
<td>DIRECTOR(S)</td>
<td>ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action</td>
<td>DISCUSSION ITEM</td>
<td>ACTION ITEM DATE</td>
<td>STATUS: Complete; Pending; On-going; In-Progress</td>
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<tr>
<td>3/8/2022</td>
<td>Lutz/Lara</td>
<td>Buyers Incentive</td>
<td>Discount to first responders who purchase homes in Pico Rivera</td>
<td></td>
<td></td>
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<td>✓</td>
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<tr>
<td>4/12/2022</td>
<td>Lara/Elias</td>
<td>Districts</td>
<td>Discuss voting districts within the city</td>
<td>Discussion at a future meeting</td>
<td></td>
<td></td>
<td>✓</td>
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</table>