

Tuesday, August 1, 2023

**ROLL CALL:**

Mayor/Chairman/President:

Erik Lutz

Mayor Pro Tempore/Vice Chairman/Vice President:

Andrew C. Lara

Councilmembers/Directors/Commissioners:

Gustavo V. Camacho

John R. Garcia

Dr. Monica Sanchez

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)

**Special Meeting 6:00 p.m.**  
**Parks and Recreation Community Room**

6767 Passons Boulevard

Next Resolution No. 7293

Next Ordinance No. 1173

Next Agreement No. 23-2218

**Successor Agency to PRRA**

Next Resolution No. SA-23-27

Next Ordinance No. SA-01

Next Agreement No. S23-006

**Housing Assistance Agency**

Next Resolution No. HA-107

Next Ordinance No. HA-16

**Water Authority**

Next Resolution No. 23-36

Next Ordinance No. 23-01

Next Agreement No. 23-71

**Public Financing Authority**

Next Resolution No. PFA-23-13

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**IF YOU PLAN TO SPEAK DURING PUBLIC COMMENT VIA ZOOM PLEASE JOIN IN 30 MINUTES PRIOR TO THE START OF THE MEETING @ 6:00 p.m.**

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

**ZOOM INFORMATION BELOW:**

[https://us06web.zoom.us/meeting/register/tZlof-CvrT0iGdUE1ALRYeE8xmw7Y5PaO\\_u1](https://us06web.zoom.us/meeting/register/tZlof-CvrT0iGdUE1ALRYeE8xmw7Y5PaO_u1)

**PLEASE TURN OFF OR SILENCE CELL PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING**

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

\*Commissioners receive a \$30.00 stipend per each meeting held and attended.

**PUBLIC HEARING(S):**

City Council:

1. **Public Hearing – Zone Reclassification No. 328, Zone Code Amendment No. 190 and Addendum to a Mitigated Negative Declaration.** (1300)
  - a) Open public hearing
  - b) Memo from City Manager
  - c) Written Communications
  - d) Oral Communications
  - e) Close public hearing
  - f) **Recommendation:**
    1. Approve a resolution and introduce an ordinance approving Zone Reclassification No. 328 to apply an R-40 Overlay Zone to the housing element sites;
    2. Approve a resolution and introduce an ordinance approving Zone Code Amendment No. 190; and
    3. Approve an Addendum to the Mitigated Negative Declaration.

Ordinance No. \_\_\_\_\_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO APPLY AN R-40 OVERLAY TO THE HOUSING ELEMENT SITES AS DESCRIBED IN ATTACHMENT “A” ATTACHED HERETO AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 328 AND APPROVE AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SIXTH CYCLE 2021-2029 HOUSING ELEMENT

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 ADDING CHAPTER 18.09 ESTABLISHING THE R-40 OVERLAY ZONE AS HEREIN REFERRED TO AS ZONE CODE AMENDMENT NO. 190

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION NO. 328 TO APPLY AN R-40 OVERLAY TO THE HOUSING ELEMENT SITES AND APPROVE AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SIXTH CYCLE 2021-2029 HOUSING ELEMENT DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 328

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN ORDINANCE FOR AMENDMENTS TO TITLE 18 ZONING OF THE PICO RIVERA MUNICIPAL CODE FOR CONSISTENCY WITH THE SIXTH CYCLE HOUSING ELEMENT DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 190

**PUBLIC COMMENTS:**

**IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.**

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

**CONSENT CALENDAR ITEMS:**

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

**CONSENT CALENDAR:**

City Council:

**2. Minutes:**

- City Council special meeting July 7, 2023.

**Recommendation:** Approve

**3. 2<sup>nd</sup> Warrant Register of the 2023-2024 Fiscal Year. (700)**

Check Numbers: 292165-292331

Special Check Numbers: 12302

**Recommendation:** Approve

**4. Establishing a Compensation Fee for the Veterans Commissioners. (300)**

**Recommendation:**

1. Approve a resolution establishing a compensation fee for the Veterans Commission.

Resolution No. \_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING COMPENSATION FOR MEMBERS OF THE VETERANS COMMISSION

**5. Approve a Resolution Ratifying the Investment Policy for the City of Pico Rivera for Fiscal Year 2023-2024 (700)**

**Recommendation:**

1. Approve a resolution ratifying the Investment Policy for the City of Pico Rivera for fiscal year (FY) 2023-24 to include Placement Service Funds as permissible investments for the City;

2. Authorize staff to establish an Insured Cash Sweep (ICS) account with the Commercial Bank of California to optimize the City's investment portfolio; and
3. Authorize staff to transfer \$10 million from the Local Agency Investment Fund account to the newly established ICS account.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RATIFYING THE INVESTMENT POLICY FOR FISCAL YEAR 2023-24

**6. Amendment No. 4 to Agreement No. 20-1932 with JAS Pacific for Building and Safety Services. (500)**

**Recommendation:**

1. Approve Amendment No. 4 to Agreement No. 20-1932 with JAS Pacific, increasing the contract amount for an additional amount of \$516,000, for a total not-to-exceed contract amount of \$1,126,000, in a form approved by the City Attorney.

Agreement No. 20-1932-4

**7. Telegraph Road Bridge Over the Rio Hondo Channel – Approval of Maintenance Agreement Between the Cities of Downey, Commerce and Pico Rivera. (500)**

**Recommendation:**

1. Approve a joint Bridge Maintenance Agreement for the Telegraph Road Bridge over the Rio Hondo Channel with the cities of Downey and Commerce; and
2. Authorize the Mayor to execute an agreement in a form approved by the City Attorney.

**8. Resurfacing Overlay and Reconstruction Project (CIP No. 50048) – Approve Contract Change Order No. 1. (500)**

**Recommendation:**

1. Approve Contract Change Order No. 1 for changes to the contract plans and specifications for the Resurfacing Overlay and Reconstruction Project, CIP No. 50048, in the amount of \$188,471.61 for a total not-to-exceed construction contract amount of \$9,003,616.61;
2. Authorize the City Manager or his designee to issue CCO. No. 1 for the project; and
3. Approve increasing Task Order to PPM Group for additional construction management and inspection services for the project in the amount of \$104,842.50, for a total not-to-exceed amount of \$237,682.50.

**9. Citywide Traffic Signal Upgrades (CIP No. 21348), Federal Project No. HSIPL-5351 (037) – Notice of Completion. (500)**

**Recommendation:**

1. Accept the work completed for the Citywide Traffic Signal Upgrades Project, HSIPL-5351 (037) (CIP No. 21348), constructed by California Professional



- Engineering, Inc. and authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder;
2. Approve contract change orders in the total amount of \$102,655 for additional work performed on the project and authorize the City Manager or his designee to execute contract change orders; and
  3. Authorize the City Manager to release the retention and all other monies due in accordance with the statutory waiting period upon recordation of the Notice of Completion.
- 10. Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041); and Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL -5351(042) – Reject Bids. (500)**  
**Recommendation:**
1. Reject all bids for the Pico Rivera – Major Corridors Median and Parkway Beautification Project No. 50075, CL-5351(041); and Rosemead Boulevard Median and Parkway Beautification Project No. 50076, CCL-5351(042); and
  2. Authorize the City Clerk to re-advertise the Notice Inviting Bids.
- 11. Fourth Quarter Treasurer's Report and the Monthly Investment Transaction Report as of June 30, 2023 – Fiscal Year 2022-2023. (700)**  
**Recommendation:**
1. Receive and file the Treasurer's Report for the quarter ending June 30, 2023, which represents balances and activities for the fourth quarter (April through June) of the 2022-23 fiscal year; and
  2. Receive and file the Treasurer's Monthly Investment Transaction Report as of June 30, 2023.
- 12. Cancellation of the August 8, 2023 and August 22, 2023 City Council Regular Meetings. (100)**  
**Recommendation:**
1. Approve the cancellation of the August 8, 2023 and August 22, 2023 City Council Regular meetings; and
  2. Direct the Jr. Deputy City Clerk to post a Notice of Cancellation for both meetings by August 2, 2023.

Successor Agency:

- 13. Minutes:**
- Successor Agency to the Pico Rivera Redevelopment Agency regular meeting April 11, 2023
- Recommendation:** Receive and file
- 14. Approve a Resolution Ratifying the Investment Policy for the Successor Agency for Fiscal Year 2023-2024. (700)**  
**Recommendation:**
1. Approve a resolution ratifying the Investment Policy for the Successor Agency for fiscal year (FY) 2023-24 to include Placement Service Funds as permissible investments for the Successor Agency;

2. Authorize staff to establish an Insured Cash Sweep (ICS) account with the Commercial Bank of California to optimize the City's investment portfolio; and
3. Authorize staff to transfer \$10 million from the Local Agency Investment Fund account to the newly established ICS account.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2023-24

## **CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION**

### **REGULAR AGENDA:**

- 15. Approve the Pico Rivera Innovative Municipal Energy (PRIME) Power Choice Solar and Battery Residential Program. (1100)**

**Recommendation:**

1. Approve the Pico Rivera Innovative Municipal Energy (PRIME) Power Choice Solar and Battery Program; and
2. Authorize the City Manger to negotiate and execute all contracts related to the PRIME Power Choice Solar and Battery Residential Program through a partnership with Participate Energy, LLC and Tesla Energy Operations, Inc., in a form approved by the City Attorney.

## **CITY MANAGER/STAFF REPORTS**

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

### **CLOSED SESSION:**

**a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8  
Property: APN 6383-001-025 and 6383-001-026  
Agency Negotiator Parties: Steve Carmona, City Manager  
Negotiating Parties: Berenice Constant  
Under Negotiation: Price and Terms

**b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of initiation of litigation in one matter

**c. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6  
Agency Designated Representative: City Manager Carmona, Assistant City Manager Garcia, and Human Resources Director Shirinian

Employee Organization: Service Employees International Union Local 721 Part-Time

**ADJOURNMENT:**

**AFFIDAVIT OF POSTING**

I, Cynthia Ayala, Jr. Deputy City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website [www.pico-rivera.org](http://www.pico-rivera.org), Parks and Recreation Office, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 31<sup>st</sup>, day of July 2023.

Dated this 31<sup>st</sup>, day of July 2023.



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Cynthia Ayala  
Jr. Deputy City Clerk

**SB343 NOTICE**

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the City's website.



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** August 1, 2023

**Subject:** PUBLIC HEARING – ZONE RECLASSIFICATION NO. 328, ZONE CODE AMENDMENT NO.190 AND ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

**Recommendation:**

1. Approve a resolution and introduce an ordinance approving Zone Reclassification No. 328 to apply an R-40 Overlay Zone to the housing element sites;
2. Approve a resolution and introduce an ordinance approving Zone Code Amendment No. 190; and
3. Approve an Addendum to the Mitigated Negative Declaration.

**Fiscal Impact:**

There is no fiscal impact to the General Fund.

**Background:**

Since 1969, Housing Elements have been required components of local general plans in California. This is because the state legislature recognizes that ensuring housing for all Californians is crucial on a statewide level. A Housing Element is a comprehensive report that analyzes the housing needs of a community across all income levels. It also outlines strategies to effectively address and meet those housing needs.

In March 2021, the Southern California Association of Governments (SCAG) adopted its 6th cycle of the Regional Housing Needs Allocation (RHNA) plan, which covers the planning period from October 2021 through October 2029. In the 6th cycle, SCAG received a request for 1,341,827 housing units, which were then distributed among all 197 jurisdictions within.

The plan allocated the following housing unit types for the City of Pico Rivera:

<b>Housing Needs for 2021-2029</b>		
<b>Income Category (% of County AMI)</b>	<b>Number of Units</b>	<b>Percent</b>
Very Low (31 to 50%)	299	29.1%
Low (51 to 80%)	146	14.3%
Moderate (81% to 120%)	149	14.6%
Above Moderate (Over 120%)	430	42.0%
<b>Total</b>	<b>1,024</b>	<b>100.0%</b>

On September 27, 2022, the City Council adopted the 6th Cycle Housing Element for the City of Pico Rivera with goals, policies, and programs that will ensure the City meets the RHNA allocation plan. Additionally, it has been identified that there are 69 parcels within the City that are suitable and zoned for development according to the allocation plan (Attachment A). The proposed Zone Reclassification No. 328 will apply an R-40 overlay zone (density up to 40 dwelling units per acre) to the 69 parcels thereby increasing their currently permissible density and allow for the potential development of the allocation plan consisting of 1,024 housing units as noted above.

To address the housing shortage, recent State legislation, including Senate Bill (SB) 35 and SB 330, requires residential projects to be reviewed against objective standards. Objective standards include a broad set of standards used by an agency to regulate development, including “objective zoning standards,” “objective subdivision standards,” and “objective design review standards.” Objective standards are the only basis a local agency may use to deny or reduce the density of certain eligible residential projects. Zone Code Amendment No. 190 establishes a basis for objective design standards for the City to utilize in reviewing residential development proposals.

**Discussion:**

*R-40 Overlay Zone*

The proposed R-40 Overlay Zone will be applied to 69 parcels whose current zoning classification range from Residential to Industrial. The R-40 Overlay Zone will not change the existing underlying zoning but will provide a higher density allowance of up to 40 units per acre for development proposals that include an affordable housing component. Those development proposals that include an affordable housing component will also be able to take advantage of a streamlined ministerial application process. This means that these applications will be reviewed by City staff only and forgo a discretionary Planning Commission review through a typical Conditional Use Permit application. The streamlined application process, however, will be subject to objective design standards.

Objective Design Standards

Senate Bill (SB) 35 went into effect on January 1, 2018, and it requires cities and counties where housing production has not matched the Housing Element targets to use a streamlined, ministerial review process for qualifying multifamily residential projects. Ministerial review is based on compliance with set, objective standards and cannot involve subjective judgment and or discretionary approval. Qualifying projects are also not subject to environmental review under the California Environmental Quality Act.

Senate Bill (SB) 330 went into effect on January 1, 2020 (subsequently extended), and it provides that a qualifying housing development project is only subject to the ordinances, policies, and standards adopted and in effect when a “preliminary application” is submitted, which occurs at the outset of the entitlements process. Development impact fees, charges, or other monetary exactions are also vested at that same time. In addition, it also prohibits agencies from holding more than five hearings/public meetings concerning residential projects and prohibits adoption zoning or General Plan policies that lessen the intensity of housing.

Objective design standards are intended to make the requirements that apply to certain eligible residential projects more predictable and easier to interpret for all stakeholders, including decision makers, staff, applicants, and members of the public. The purpose of objective design standards is for applicants to know beforehand what requirements apply to a proposed development and for the applicant to be able to design a project that meets those requirements before submittal. Objective design standards are defined in Government Code Sections 65913.4 and 66300(a)(7) as standards that:

*“involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal.”*

Objective design standards may include portions of general plans, specific plans, zoning codes, overlay zones, subdivision requirements, and landscaping and other land development regulations.

The proposed objective design standards are in keeping with State allowances and will allow the City to effectively guide residential development and address items such as site design, building mass, articulation, lighting, open space, and similar design characteristics.

Planning Commission Recommendation

On June 5, 2023, the Planning Commission held a public hearing and recommended that the City Council approve Zone Reclassification No. 328, Zone Code Amendment No. 190 and an Addendum to a Mitigated Negative Declaration.

## **Environmental Analysis:**

In consultation with the City, Rincon Consultants, Inc. prepared a Mitigated Negative Declaration Addendum to the previously adopted Housing Element IS-MND. Pursuant to the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15164, a Lead Agency shall prepare an Addendum to an EIR or IS-MND if some changes or additions are necessary that will not have significant new impacts or substantially increase previously identified significant impacts. Specifically, the CEQA Guidelines state:

- The lead agency or responsible agency shall prepare an addendum to a previously certified EIR or adopted negative declaration if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred (Section 15164(a));
- An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration (Section 15164(c));
- The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project (Section 15164(d)); and
- A brief explanation of the decision not to prepare a subsequent EIR or negative declaration pursuant to Section 15162 should be included in an addendum to an EIR or negative declaration, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence (Section 15164(e)).

In compliance with applicable requirements of the California Environmental Quality Act of 1970 (as amended) and the CEQA Guidelines, an Addendum to the previously adopted 2021-2029 Housing Element MND has been produced.

According to Section 15164 of the CEQA Guidelines, an addendum to a previously certified EIR or Negative Declaration is the appropriate environmental document in instances when "only minor technical changes or additions are necessary" and when the new information does not involve new significant environmental effects beyond those identified in the previous MND.

## **Conclusion:**

Staff recommends that the City Council approve the enclosed resolutions approving Zone Reclassification No. 328, Zone Code Amendment No. 190, introduce the first readings of ordinances, and approve an Addendum to a Mitigated Negative Declaration.



Steve Carmona

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
PUBLIC HEARING – ZONE RECLASSIFICATION NO. 328, ZONE CODE AMENDMENT  
NO. 190 AND ADDENDUM TO A MITIGATED NEGATIVE DECLARATION  
Page 5 of 5

SC:AB:EF:jj

- Enclosures:
- 1) Resolution – Zone Reclassification No. 328/Attachment A and B
  - 2) Ordinance – Zone Reclassification No. 328/Attachment A and B
  - 3) Resolution – Zone Code Amendment No. 190
  - 4) Ordinance – Zone Code Amendment No. 190



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION NO. 328 TO APPLY AN R-40 OVERLAY TO THE HOUSING ELEMENT SITES AND APPROVE AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SIXTH CYCLE 2021-2029 HOUSING ELEMENT DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 328**

**WHEREAS**, existing Zoning Code, Ordinance No. 534, was adopted on April 1, 1975; and

**WHEREAS**, the City Council desires to comply with State requirements for the sixth cycle 2021-2029 Housing Element to meet community needs and objectives; and

**WHEREAS**, the Southern California Association of Governments' Regional Housing Needs Assessment (RHNA) requires the City to plan for the development of 1,024 units; and

**WHEREAS**, per Section 18.62.190 of the Pico Rivera Municipal Code the Community and Economic Development Director wishes to initiate the zoning reclassification; and

**WHEREAS**, the City must amend the zone classification to sixty-nine (69) parcels identified in Attachment "A" that are part of the RHNA to allow the development of affordable housing opportunities through a newly created R-40 Overlay Zone; and

**WHEREAS**, the newly created R-40 Overlay Zone would increase the existing density from 30 units per acre on subject sites to 40 units per acre; and

**WHEREAS**, the new R-40 Overlay Zone would not replace the existing General Plan Land Use Designation or the underlying zoning classification for the existing selected parcels; and

**WHEREAS**, on September 27, 2022, the City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring Program in connection with the Sixth Cycle Housing Element and related land use updates; and

**WHEREAS**, in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15164, the lead agency finds that no new effects could occur and no new mitigation measures would be required compared to what was outlined in the previously adopted Mitigated Negative Declaration (MND). An addendum, included as Attachment "B", has been prepared in accordance with relevant provisions of CEQA of 1970 (as amended) and the CEQA Guidelines; and

**WHEREAS**, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter and recommended approval of Zone Reclassification No. 328 at a legally noticed public hearing held on June 5, 2023; and

**WHEREAS**, public notices were mailed to all property owners of the sixty-nine (69) parcels on June 29, 2023 announcing the date of the City Council meeting; and

**WHEREAS**, a public notice was published in Los Cerritos Newspaper on June 30, 2023, announcing the date of the City Council public hearing; and

**WHEREAS**, the City Council conducted a public hearing on the matter of Zone Reclassification No. 328 at a legally noticed public hearing on August 1, 2023; and

**WHEREAS**, the City Council has carefully considered all pertinent testimony and the Agenda Report.

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

**SECTION 1.** The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this resolution.

**SECTION 2.** The City Council finds as follows:

1. With respect to the provisions of the California Environmental Quality Act (CEQA).
  - a. A Mitigated Negative Declaration (MND) Addendum was prepared in accordance with Section 15164 of CEQA Guidelines, which based on substantial evidence set forth in the record, including but not limited to the Addendum, the City Council finds, that an addendum to the MND is the appropriate document for disclosing the minor changes and additions that are necessary to assess the potential environmental impacts of the Project. The City Council finds, that none of the conditions under Section 15162(a)(1)-(3) of the CEQA Guidelines requiring subsequent environmental review have occurred.

**SECTION 3.** The City Council hereby FINDS that the approval of said Zone Reclassification No. 328 will not be detrimental to the health, safety and welfare of the general public and will not have a significant effect on the environment pursuant to Section 15164.

**SECTION 4.** Pursuant to Chapter 18.62, Article III of the Pico Rivera Municipal Code, the City Council of the City of Pico Rivera hereby approves an Ordinance to apply the R-40 Overlay zone classification to sixty-nine (69) parcels identified in Attachment "A" made part hereof and further designated as Zone Reclassification No. 328.

**SECTION 5.** Further, this resolution with staff report with attachments and the recommended Ordinance in this matter shall constitute a report of the Planning Commission to the City Council.

**SECTION 6.** The City Council of the City of Pico Rivera hereby approves Zone Reclassification No. 326 for the following reasons and findings:

- a) That the zone reclassifications proposed include amendments as required by the State Department of Housing and Community Development to meet the Regional Housing Needs Assessment as adopted per the 2021-2029 Housing Element.
- b) The proposed zone reclassification is consistent with the spirit and integrity of the General Plan as the proposed R-40 Overlay Zone adds to the zoning and will not change the existing General Plan Land Use Designation and Zoning Classification for each parcel.
- c) That the zoning reclassifications proposed will provide opportunity and flexibility to property owners to redevelop properties through the R-40 Overlay zone created.

**SECTION 7.** In the event that any portion of this Resolution is deemed invalid or is unenforceable, such provision shall be severable from the remainder and that the remainder of the resolution shall be given full force and effect.

**SECTION 8.** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**APPROVED AND PASSED this 1st day of August 2023.**

\_\_\_\_\_  
Erik Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, Jr. Deputy City Clerk

\_\_\_\_\_  
Arnold M. Glasman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ZONE RECLASSIFICATION NO. 328**  
**ATTACHMENT "A"**

NO.	PARCEL NUMBER	SITE ADDRESS	EXISTING ZONING	EXISTING GENERAL PLAN	EXISTING OVERLAY ZONE	PROPOSED OVERLAY ZONE
1	5272-004-035	8540 BEVERLY BLVD	COMMUNITY COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
2	5272-005-012	8642 BEVERLY BLVD	COMMUNITY COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
3	5272-005-045	8554 BEVERLY BLVD	COMMUNITY COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
4	5272-017-019 <sup>(1)</sup>	4335 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
5	5272-018-900	IBSEN ST	PUBLIC FACILITIES (P-F)	PUBLIC FACILITY (P-F)		R40-OV
6	5272-018-901	IBSEN ST	SINGLE-FAMILY (S-F)	PUBLIC FACILITY (P-F)		R40-OV
7	5272-018-902	8736 IBSEN ST	SINGLE-FAMILY (S-F)	PUBLIC FACILITY (P-F)		R40-OV
8	5272-018-903	8804 IBSEN ST	SINGLE-FAMILY (S-F)	PUBLIC FACILITY (P-F)		R40-OV
9	5272-022-024 <sup>(1)</sup>	8923 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
10	5272-022-025 <sup>(1)</sup>	8957 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
11	5272-023-017 <sup>(1)</sup>	8922 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
12	5272-023-024 <sup>(1)(2)</sup>	8914 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
13	5272-023-027 <sup>(1)</sup>	8924 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
14	5272-023-030 <sup>(2)</sup>	4425 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
15	5272-023-031 <sup>(2)</sup>	4425 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
16	5272-029-011 <sup>(1)</sup>	4525 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
17	5272-030-028 <sup>(2)</sup>	4525 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
18	6368-005-028	7801 ROSEMEAD BLVD	GENERAL-INDUSTRIAL (I-G)	GENERAL-INDUSTRIAL (I)		R40-OV
19	6368-005-042	7925 ROSEMEAD BLVD	GENERAL-INDUSTRIAL (I-G)	GENERAL-INDUSTRIAL (I)		R40-OV
20	6369-002-012	8340 WASHINGTON BLVD	GENERAL-INDUSTRIAL (I-G)	GENERAL-INDUSTRIAL (I)		R40-OV
21	6370-013-014 <sup>(1)</sup>	6605 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
22	6370-013-021 <sup>(1)</sup>	6623 ROSEMEAD BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
23	6370-013-032	6505 ROSEMEAD BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
24	6370-022-025	8605 WASHINGTON BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV

NO.	PARCEL NUMBER	SITE ADDRESS	EXISTING ZONING	EXISTING GENERAL PLAN	EXISTING OVERLAY ZONE	PROPOSED OVERLAY ZONE
25	6370-024-033 <sup>(1)</sup>	8701 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
26	6370-025-009 <sup>(1)</sup>	8737 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
27	6370-027-014 <sup>(1)</sup>	8809 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
28	6370-027-018 <sup>(1)</sup>	8825 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
29	6370-027-021	8913 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
30	6371-001-026 <sup>(1)</sup>	6101 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
31	6371-001-027 <sup>(1)</sup>	6003 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
32	6377-003-032	9100 WHITTIER BLVD	COMMUNITY PLANNED DEVELOPMENT (CPD)	COMMERCIAL (C)		R40-OV
33	6377-003-033	9050 WHITTIER BLVD	COMMUNITY PLANNED DEVELOPMENT (CPD)	COMMERCIAL (C)		R40-OV
34	6377-003-036	5006 ROSEMEAD BLVD	COMMUNITY PLANNED DEVELOPMENT (CPD)	COMMERCIAL (C)		R40-OV
35	6378-017-001 <sup>(1)</sup>	6508 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
36	6378-017-004 <sup>(1)</sup>	6540 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED USE (M-U)	R40-OV
37	6378-019-019 <sup>(1)</sup>	6750 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
38	6378-019-037 <sup>(1)</sup>	9055 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
39	6378-019-052 <sup>(1)</sup>	9033 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
40	6378-019-053 <sup>(1)</sup>	9049 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
41	6378-019-058 <sup>(1)</sup>	6730 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
42	6378-019-071 <sup>(1)</sup>	6722 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
43	6378-019-072 <sup>(1)</sup>	6620 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
44	6378-020-026	9107 WASHINGTON BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
45	6378-029-022 <sup>(2)</sup>	9337 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
46	6378-029-801 <sup>(2)</sup>	9317 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
47	6378-029-802 <sup>(2)</sup>		COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV

NO.	PARCEL NUMBER	SITE ADDRESS	EXISTING ZONING	EXISTING GENERAL PLAN	EXISTING OVERLAY ZONE	PROPOSED OVERLAY ZONE
48	6378-029-900 <sup>(2)</sup>	6767 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
49	6379-034-024 <sup>(2)</sup>	9437 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
50	6379-034-025 <sup>(2)</sup>	6750 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
51	6379-034-026 <sup>(2)</sup>	6758 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
52	6379-034-027 <sup>(2)</sup>	9411 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
53	6381-014-007	7226 ROSEMEAD BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
54	6382-018-029	9011 BERMUDEZ ST	LIGHT-INDUSTRIAL (I-L)	LI - LIGHT INDUSTRIAL		R40-OV
55	6382-021-036 <sup>(2)</sup>	9315 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
56	6382-021-038 <sup>(2)</sup>	9335 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
57	6382-021-040 <sup>(2)</sup>	9311 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
58	6382-021-041 <sup>(2)</sup>	9335 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
59	6383-001-025 <sup>(2)</sup>	9414 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED- USE (M-U)	R40-OV
60	6383-001-026 <sup>(2)</sup>	9414 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED- USE (M-U)	R40-OV
61	8121-025-017	4502 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
62	8121-026-017	4518 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
63	8121-026-020	9001 BEVERLY RD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
64	8122-005-039	4334 SAN GABRIEL RIVER PKWY	INDUSTRIAL PLANNED DEVELOPMENT (IPD)	LI - LIGHT INDUSTRIAL		R40-OV
65	8122-011-027	9612 BEVERLY BLVD	INDUSTRIAL PLANNED DEVELOPMENT (IPD)	LI - LIGHT INDUSTRIAL		R40-OV
66	6368-017-002 <sup>(1)</sup>	8345 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
67	6368-017-003 <sup>(1)</sup>	8359 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
68	6368-017-005 <sup>(1)</sup>	8432 BIRCHBARK AVE	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
69	6368-017-006 <sup>(1)</sup>	8337 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program.

Note 2. An analysis of small sites identified in the City's inventory can be found in Table B-3 of the 6<sup>th</sup> Cycle Housing Element.

ATTACHMENT "B"



## Zone Code Amendments and Zone Reclassification

### Addendum to the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update IS-MND (SCH#2021120397)

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**February 2023**



**RINCON CONSULTANTS, INC.**

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# Zone Code Amendments and Zone Reclassification

Addendum to the Pico Rivera 6<sup>th</sup> Cycle  
Housing Element Update IS-MND  
(SCH#2021120397)

*prepared by*

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**February 2023**



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# 1 Introduction

---

This document is an Addendum to the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update Initial Study – Mitigated Negative Declaration (IS-MND). This Addendum has been prepared in accordance with relevant provisions of the California Environmental Quality Act (CEQA) of 1970 (as amended) and the CEQA Guidelines.

In accordance with Section 15164 of the CEQA Guidelines, a lead agency shall prepare an addendum to an adopted negative declaration as the appropriate environmental document in instances when “only minor changes or additions are necessary” that will not have significant new impacts or substantially increase previously identified significant impacts. Specifically, Section 15164 of the CEQA Guidelines states:

- An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent Environmental Impact Report (EIR) or negative declaration have occurred (Section 15164(b));
- An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration (Section 15164(c));
- The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project (Section 15164(d)); and
- A brief explanation of the decision not to prepare a subsequent EIR or negative declaration pursuant to Section 15162 should be included in an addendum to an EIR or negative declaration, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence (Section 15164(e)).

This Addendum describes the details of the proposed Zone Code Amendments and Zone Reclassification (herein referred to as “proposed Zone Amendments and Reclassification” or “proposed Project”) and compares project impacts to those identified in the final IS-MND adopted by City of Pico Rivera in 2022 for the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update (herein referred to as “approved Housing Element Update”). Specifically, Section 2, *Background*, contains a description of the approved Housing Element Update and proposed Zone Amendments and Reclassification, whereas the analysis in Section 4, *Environmental Checklist and Impacts of the Proposed Project*, demonstrates that the proposed Project would not result in any new significant environmental impacts or any substantial increase in the severity of previously identified significant environmental impacts compared to the approved Housing Element Update. Consequently, this Addendum is the appropriate environmental document for the proposed Zone Amendments and Reclassification under CEQA.

## 2 Background

---

The final IS-MND for the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update (State Clearinghouse [SCH]#2021120397; “approved Housing Element Update”) was adopted in September 2022 and is herein referred to as “2022 IS-MND”. The approved Housing Element Update includes the City’s Housing Policy Plan for the 2021-2029 6<sup>th</sup> Cycle planning period, which in turn includes goals, policies, and programs concerning housing and housing-related services, as well as the City’s approach to addressing its share of the regional housing need. The 2022 IS-MND provides an analysis of the potential environmental impacts resulting from implementation of the Housing Element Update, including the General Plan Amendment for adoption of the Housing Element Update into the City’s General Plan. No other entitlements, including zone code changes, were proposed as part of the Housing Element Update analyzed in the 2022 IS-MND. Information and technical analyses from the 2022 IS-MND are utilized and/or referenced throughout this Addendum.

The City of Pico Rivera now proposes zone code changes in the form of a new overlay zone and objective design standards (“proposed Zone Amendments and Reclassification” or “proposed Project”) to further implement the approved Housing Element Update since adoption of the 2022 IS-MND. This section provides an overview of the previously approved Housing Element Update, the accompanying 2022 IS-MND, and the proposed Zone Amendments and Reclassification to provide context for this Addendum prior to evaluating the potential environmental impacts of the proposed Project.

### 2.1 Previously Approved Housing Element Update

The City approved the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update on September 27, 2022. For the 2021-2029 6<sup>th</sup> Cycle planning period, the Southern California Association of Governments (SCAG) identified a regional housing needs assessment (RHNA) allocation of 1,024 units. To meet the City’s RHNA allocation, the approved Housing Element Update identified 69 candidate housing sites covering 91.7 acres in the city, which were determined by the City to be available to accommodate the City’s RHNA allocation by income level. Figure 1 shows the regional location of the city and shows the location of the 69 candidate sites within the city. Table 1 shows the breakdown of the City’s RHNA by four income categories: very low income, low income, moderate income, and above moderate income.

**Table 1 Pico Rivera 6<sup>th</sup> Cycle Housing Element Update RHNA**

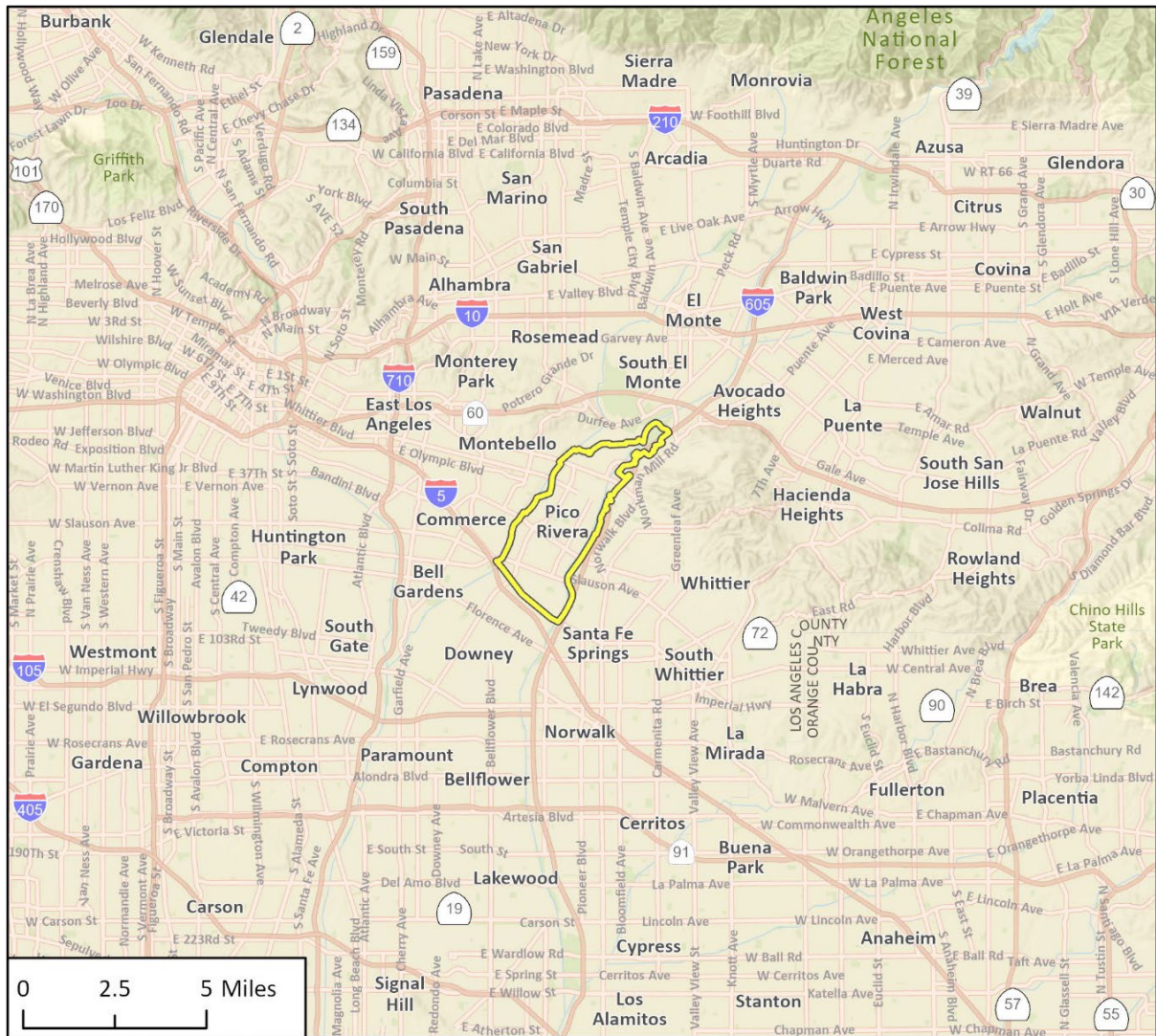
Income Category	Percent of County AMFI	Units	Percent
Very Low	0-50%	299	29%
Low	51-80%	146	14%
Moderate	81-120%	149	15%
Above Moderate	>120%	430	42%
<b>Total</b>	--	<b>1,024</b>	<b>100%</b>

AMFI = Average Median Family Income

Source: Pico Rivera 2021

---

Figure 1 Regional Location Map



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22-13027 EPS HE  
Fig 1 Regional Location

 City of Pico Rivera

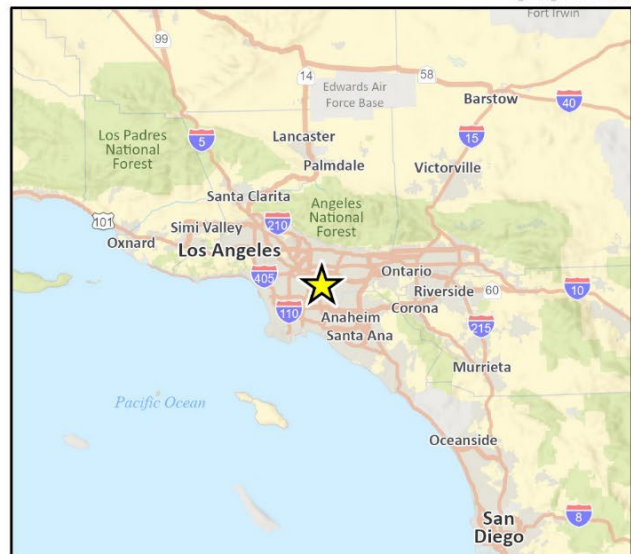
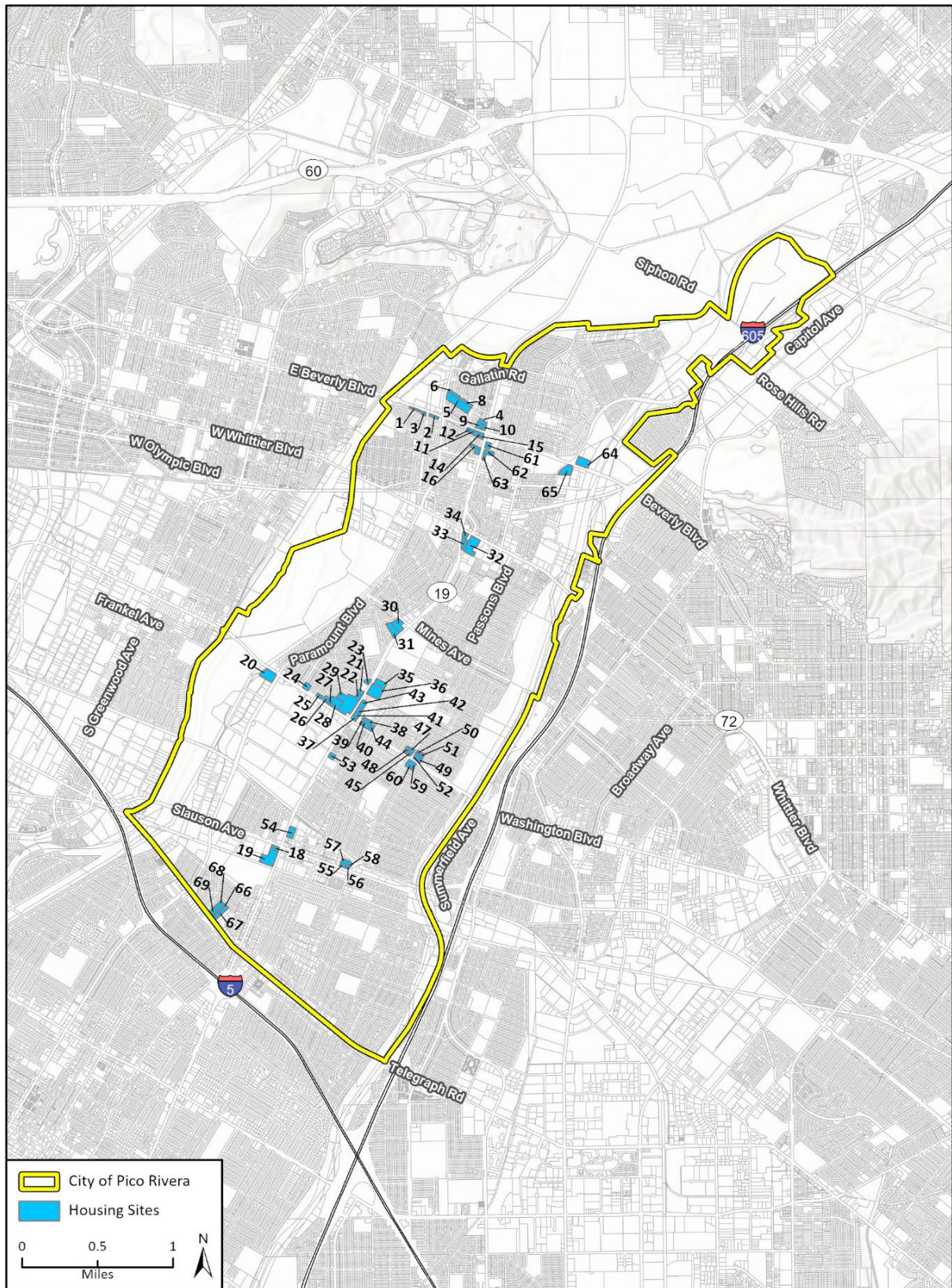




Figure 2 Candidate Housing Sites



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22-13027 EPS HE  
Fig 2 Project Location



As shown in Table 1, the City's RHNA allocation for lower-income housing is 445 housing units, including 299 very-low-income housing units and 146 low-income housing units. The City has identified several sites currently located on non-residentially zoned parcels that could accommodate lower-income housing. The City's General Commercial Zone and Special Commercial Zone allow for development of housing in a mixed-use setting at a density of 20 dwelling units per acre (du/ac). In addition, affordable units can be accommodated through accessory dwelling unit (ADU) development throughout the city. The City's RHNA allocation for moderate-income housing is 579 housing units, including 149 moderate-income housing units and 430 above-moderate-income housing units. The City anticipates growth to meet the moderate- and above-moderate- income need from existing residentially and commercially zoned parcels (that presently permit residential development as a primary use) through the development of new units and through the development of ADUs and junior accessory dwelling units (JADUs) (Pico Rivera 2021).

The approved Housing Element Update does not directly propose new residential or other development on any of the 69 candidate housing sites identified in the Housing Element Update; rather, it demonstrates capacity for future development consistent with State law. Nonetheless, the 2022 IS-MND evaluated potential environmental impacts associated with implementation of the Housing Element Update and identified mitigation measures to reduce significant environmental impacts to a less-than-significant level. The 2022 IS-MND assumed project buildout by 2029 to meet the City's RHNA allocation of 1,024 housing units and analyzed a potential development capacity of 1,332 housing units, which includes a 30 percent buffer atop the original RHNA allocation. The 2022 IS-MND also acknowledges that an additional 400 ADUs are proposed throughout the city (Pico Rivera 2021). The following is a summary of the overall goals identified by the City for the approved Housing Element Update (Pico Rivera 2021):

1. Preservation and Improvement of existing housing stock and neighborhoods;
2. Access to opportunities for affordable housing;
3. Adequate supply and of housing and identification of resources for households with special needs;
4. Identification of adequate sites to meet the existing and future housing needs of the City at all income levels;
5. Evaluation of governmental constraints; and
6. Fair housing opportunities for all segments of the community, regardless of age, race, religion, sex, marital status, sexual orientation, ancestry, national origin, or disability.

## 2.2 Proposed Zone Amendments and Reclassification

The 2022 IS-MND assumed that future housing on the 69 candidate housing sites would be developed to have greater density than assumed in the City's General Plan and SCAG growth projections. To meet the RHNA allocation for the 6<sup>th</sup> Cycle planning period, the proposed Zone Amendments and Reclassification involves the creation of the new R-40 Overlay Zone to apply to the 69 candidate sites, which would allow a density of up to 40 du/ac. The proposed Zone Amendments and Reclassification does not change the number or location of any candidate sites in the city. Furthermore, the R-40 Overlay Zone would be in addition to the existing zoning and would not change the existing underlying zoning. Property owners would still have the ability to exercise the development standards associated with their existing zone. The intent of the R-40 Overlay Zone

**Zone Code Amendments and Zone Reclassification**

is to provide property owners and developers with additional options should they seek to develop affordable housing units. Table 2 shows the breakdown of the sites by income category identified to accommodate the 1,732 housing units, including a potential development capacity of 1,332 housing units from the R-40 Overlay Zone and an additional 400 ADUs in single-family residential areas.

**Table 2 Summary of Sites Inventory**

	Extremely Low/ Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
<b>Sites Available</b>					
R-40 Overlay Zone	239		371	722	1,332
ADU Production	272		8	120	400
<b>Total Units Available</b>	<b>511</b>		<b>379</b>	<b>842</b>	<b>1,732</b>
Unit Surplus	66		230	412	708

Source: Pico Rivera 2021

To incentivize development, the State requires that a streamlined process occur for affordable housing units that were identified in the approved Housing Element Cycle. As such, through the use of the R-40 Overlay Zone, a Conditional Use Permit will not be required for developers wishing to develop affordable housing units within the 69 candidate sites. As part of the proposed Project, the City has also prepared objective design standards which developers would have to meet to utilize the streamlined process per Senate Bill (SB) 35. The objective design standards would be applicable to any by-right residential or mixed-use project qualifying for a streamlined, ministerial approval (no matter its location within the city), and would address items such as (but not limited to) site design, building mass, lighting, and open space.

### **3 Decision Not to Prepare a Subsequent EIR or MND**

---

As outlined in Section 15164(b) of the CEQA Guidelines, a lead agency shall prepare an addendum to an adopted negative declaration if only minor technical changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred.

As discussed in the following impact analysis, the technical changes and additions associated with the proposed Zone Amendments and Reclassification would not introduce new significant environmental impacts beyond those that have already been identified and characterized in the 2022 IS-MND for the approved Housing Element Update. None of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR or MND have occurred or would occur as a result of the proposed Project. Therefore, this Addendum to the adopted 2022 IS-MND for the approved Housing Element Update is consistent with CEQA, and is the appropriate level of environmental documentation to provide under CEQA. This Addendum will be considered by the City of Pico Rivera decision-making body in making a determination on the proposed Zone Amendments and Reclassification.

## 4 Environmental Checklist and Impacts of the Proposed Zone Amendments and Reclassification

---

This Addendum evaluates potential environmental impacts that could result from the proposed Zone Amendments and Reclassification. The existing environmental conditions throughout the city, and within the 69 candidate housing sites, are substantially the same under present conditions as described in the approved Housing Element Update. Nonetheless, the analysis below provides updates where necessary to characterize potential impacts associated with the proposed Project.

Appendix G of the CEQA Guidelines provides a checklist of environmental issues areas that are suggested as the issue areas that should be assessed in CEQA analyses. Consistent with the impacts analyses included in the 2022 IS-MND for the approved Housing Element Update, this Addendum addresses all 20 environmental issue areas included in Appendix G of the CEQA Guidelines, as listed:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. Aesthetics                         | 11. Land Use Planning             |
| 2. Agriculture and Forestry Resources | 12. Mineral Resources             |
| 3. Air Quality                        | 13. Noise                         |
| 4. Biological Resources               | 14. Population and Housing        |
| 5. Cultural Resources                 | 15. Public Services               |
| 6. Energy                             | 16. Recreation                    |
| 7. Geology and Soils                  | 17. Transportation                |
| 8. Greenhouse Gas Emissions           | 18. Tribal Cultural Resources     |
| 9. Hazards and Hazardous Materials    | 19. Utilities and Service Systems |
| 10. Hydrology and Water Quality       | 20. Wildfire                      |

The 2022 IS-MND assumed project buildout by 2029 to meet the City's RHNA allocation of 1,024 housing units and analyzed a potential development capacity of 1,332 housing units, which includes a 30 percent buffer atop the original RHNA allocation. Potential environmental impacts of the proposed Zone Amendments and Reclassification are analyzed to determine whether impacts are consistent with the impact analysis provided in the 2022 IS-MND for the approved Housing Element Update, and whether additional mitigation measures are required to minimize or avoid potential impacts. Where impacts are identified in the following analysis, discussion of existing applicable regulations and identified mitigation measures from the 2022 IS-MND are included as relevant to the avoidance of potential impacts from the proposed Project. As discussed in Section 2.2, *Proposed Zone Amendments and Reclassification*, the City assumed a potential development capacity of 1,332 housing units in the 69 candidate housing sites from the R-40 Overlay Zone and an additional 400 ADUs in single-family residential areas. While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, the analysis in this Addendum evaluates impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the proposed Project.

## 4.1 Aesthetics

As discussed in Section 4.1, *Aesthetics*, of the 2022 IS-MND, aesthetic impacts from implementation of the 2022 approved Housing Element Update would be less than significant with mitigation required. The proposed Project would not result in direct housing construction but would facilitate and provide a policy framework for future housing development throughout the City. The City of Pico Rivera General Plan (General Plan) does not identify any scenic vistas in the City. There are no State- or County-designated scenic highways in or near the City. The Arroyo Seco Historic Parkway Scenic Byway (federal byway) is approximately nine miles northwest of the City's northwestern boundary. Because there are no State- or County-designated scenic highways in or proximate to the City, similar to the approved Housing Element Update, housing development under the proposed Project would not damage scenic resources and there would be no impact associated with scenic vistas and scenic highways.

Future housing development under the approved Housing Element Update would require consistency with General Plan policies and compliance with Pico Rivera Municipal Code (Municipal Code) standards, which would be verified through the City's development review process, and therefore, would not conflict with zoning or regulations governing scenic quality. Further, future housing development would be required to comply with Measure SC AES-1, which requires applicants to provide a lighting and photometric plan demonstrating that there shall not be any light spillage to nearby residential properties. Considering these requirements and the City's standard conditions, future housing development facilitated by the Housing Element Update would not create new sources of substantial light or glare. Therefore, impacts would be less than significant with mitigation incorporated.

Similar to the approved Housing Element Update, the proposed Project would be required to comply with Measure SC AES-1, which requires applicants to provide a lighting and photometric plan demonstrating that there shall not be any light spillage to nearby residential properties, in order to reduce impacts regarding light and glare. Any development resulting from the proposed Zone Amendments and Reclassification would be subject to these detailed design and development standards, similar to the approved Housing Element Update, and thus, the proposed Project would result in no new impacts related to aesthetics or impacts that would be substantially more severe than those discussed in the 2022 IS-MND for the approved Housing Element Update.

**Measure SC AES-1:** The applicant shall provide a lighting and photometric plan demonstrating that there shall not be any light spillage to nearby residential properties.

The proposed Zone Amendments and Reclassification identified up to 1,332 residential units on 69 candidate housing sites throughout the city (refer to Figure 2) and an additional 400 ADUs. Development under the proposed Project would occur in already-developed urban areas, similar to the approved Housing Element Update. The R-40 Zoning Overlay would allow sites to be utilized for higher density low-income projects and increase the density of the sites that utilize the overlay to 40 units per acre. The densities of the candidate housing sites currently range from 25 to 35 units per acre. Implementation of the R-40 Zoning Overlay would increase the density on candidate housing sites by 5 to 15 units per acre, which would likely increase the heights of proposed housing developments. Nonetheless, future housing development under the proposed Project would be subject to the City's development review process and be required to demonstrate consistency with General Plan policies and Municipal Code standards. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the

additional residential units under the proposed Project would not result in a new significant impact affecting the existing aesthetic quality of the urban area as they would be compatible with the primary residences of single-family residential areas and they would comply with City development standards.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

## **4.2 Agriculture and Forestry Resources**

The 2022 approved Housing Element Update area consists of developed urban areas that do not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmlands); agricultural uses; or forest land. Additionally, the approved Housing Element Update area is not under a Williamson Act contract or zoned for agriculture or forestry. No impact on agriculture and forestry resources would occur from implementation of the approved Housing Element Update.

The proposed Zone Amendments and Reclassification do not include any additional candidate housing sites that were not previously evaluated. Similar to the approved Housing Element Update, the proposed Project would not include agriculture or forestry uses and would not introduce non-agriculture or non-forest uses to areas designated/zoned for agriculture or forest land, nor would there be any sites under a Williamson Act contract or zoned for agriculture or forestry in the Plan area. The proposed Project does not change the number or location of any candidate housing sites in the city. Under the proposed Zone Amendments and Reclassification, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing. Similar to the approved Housing Element Update, the proposed Zone Amendments and Reclassification would not result in changes to land use or zoning that could lead to the conversion of agricultural or forested land in the City.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting the existing agricultural or forestry resources provided that they would be built within existing single-family residential areas. As a result, the proposed Project would not introduce new impacts or substantially increased impacts related to agriculture and forestry resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

No Impact (Same as Approved Housing Element Update)

## 4.3 Air Quality

The 2022 IS-MND determined that the approved Housing Element Update would be consistent with the standards and policies set forth in the 2016 Air Quality Management Plan (AQMP) and would not conflict with or obstruct implementation of the AQMP. The 2022 IS-MND also determined future housing development on candidate housing sites, at a minimum, would be required to meet CALGreen and Energy Code (CCR Title 24, Part 6) mandatory energy requirements in effect at the time of the development application. Projects would benefit from the efficiencies associated with these regulations as they relate to building heating, ventilating, and air conditioning mechanical systems, water heating systems, and lighting. Future housing development facilitated by the approved Housing Element Update would not result in a cumulatively considerable net increase of any criteria pollutant for which the South Coast Air Basin (SCAB) is in nonattainment under an applicable federal or State ambient air quality standard. In regard to sensitive receptor exposure to substantial pollutant concentrations, the approved Housing Element Update would not result in direct housing construction but would facilitate future housing development throughout the city consistent with State Housing laws.

Future housing development facilitated by the approved Housing Element Update would be subject to the City's development review process to demonstrate that both daily construction emissions and operations would not exceed South Coast Air Quality Management District's (SCAQMD) significance thresholds for any criteria air pollutant. Future housing development could result in odors generated from vehicles and/or equipment exhaust emissions during construction. Such odors would be temporary and generally would occur at magnitudes that would not affect substantial numbers of people. Therefore, all impacts related to air quality would be less than significant.

While the approved Housing Element Update was not found to have significant and unavoidable air quality impacts, future housing development would be required to follow all standard conditions as well as the following mitigation measures:

- Measure SC AQ-1:** The following measures shall be incorporated to minimize pollutant emissions associated with construction activities:
- Construction activities shall require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) to the extent feasible. Under conditions where it is determined that 2010 model year or newer diesel trucks are not readily available or obtainable for a project, the applicant shall be required to provide this evidence to the City and shall instead use trucks that meet USEPA 2007 model year emissions requirements.
  - All off-road diesel-powered construction equipment greater than 50 horsepower shall meet Tier 4 emission standards, where available. In addition, all stationary construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each equipment unit's certified tier specification, BACT documentation, and

**Zone Code Amendments and Zone Reclassification**

CARB or South Coast AQMD operating permit shall be provided to the City at the time of mobilization of each applicable unit of equipment.

- Measure SC AQ-2:** The applicant shall require by contract specifications that construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.
- Measure SC AQ-3:** The applicant shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site rather than electrical generators powered by internal combustion engines to the extent feasible. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.
- Measure SC AQ-4:** The applicant shall require by contract specifications that all off-road construction equipment engines shall be maintained in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Equipment maintenance records and equipment design specifications data sheets shall be kept onsite during construction for periodic review by the City Inspector. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.
- Measure SC AQ-5:** A project-specific localized emissions analysis shall be prepared that identifies the project's construction emissions using either South Coast AQMD's LST screening tables (for projects that are less than five acres) or dispersion modeling (for projects that exceed five acres in size). Where it is determined that construction emissions would exceed the applicable LSTs or the most stringent applicable federal or state ambient air quality standards, the project shall reduce its daily construction intensity (e.g., reducing the amount of equipment used daily, reducing the amount of soil graded/excavated daily, etc.) and/or use off-road construction equipment outfitted with the most stringent emissions control technology (e.g., equipment meeting Tier 4 emissions standards) such that the project's resulting construction emissions would no longer exceed South Coast AQMD's LSTs or result in pollutant emissions that would cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standards.
- Measure SC AQ-6:** New sensitive land uses shall not be located within 1,000 feet of an existing or proposed distribution center/warehouse facility that generates more than 100 trucks per day, more than 40 trucks with operating TRUs per day, or where TRU unit operations exceed 300 hours per week. Under conditions where the 1,000-foot siting distance cannot be met, a health risk assessment (HRA) shall be conducted to evaluate the health risks to the new sensitive land uses from the TAC emissions generated from the mobile sources associated with the distribution center/warehouse facility. Based on the findings in the HRA, appropriate measures shall be taken, if necessary, to reduce the cancer risk resulting from TAC-exposure from mobile sources to below 10 in one million for the maximally-exposed individual. These measures may include, but are not limited to, implementation of appropriate



Minimum Efficiency Reporting Value (MERV) filters at the new sensitive land use development.

**Measure SC AQ-7:** For all residential projects proposed adjacent to the BNSF and Union Pacific railroads, an air quality study shall be prepared to determine the most effective buffering technique to ensure the exterior living areas are not exposed to substantial pollutant concentrations from the railroad. Appropriate buffering shall be incorporated into the tentative subdivision map or other form of site plan submitted for approval by the City of Pico Rivera.

**Measure SC AQ-8:** All housing sites shall include air filtration systems designed to have a Minimum Efficiency Reporting Value (MERV) of 13 as indicated by the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 52.2. The air handling systems shall be maintained on a regular basis per manufacturers recommendations by a qualified technician employed or contracted by the project proponent. Operation and maintenance of the system shall ensure that it performs at or above the minimum reporting value.

**Measure SC AQ-9:** Any development within the Emergency Shelter zone shall be designed and sealed inoperable windows combined with HVAC systems.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project.

The approved Housing Element Update identifies policies and programs that could be implemented to provide additional capacity for future development of housing units consistent with State Housing Law. The approved Housing Element Update was found to be consistent with the standards and policies set forth in the 2016 AQMP and did not conflict with or obstruct implementation of the AQMP. The proposed Zone Amendments and Reclassification would increase the population to 67,764 residents by 2045 (see Section 14, *Population and Housing*). The current 2022 AQMP is based on the population projections in the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) (Southern California Association of Governments [SCAG] 2020). Population for Pico Rivera in the 2020-2045 RTP/SCS was estimated at 67,400 by 2045 (SCAG 2020). This would constitute a 0.5 percent increase over SCAG's 2045 population projection. In connection with the goals, policies, and programs of the approved Housing Element Update, the proposed Zone Amendments and Reclassification would provide the opportunity for higher-density development with affordable housing units. Individual projects under the proposed Project would be required to comply with applicable federal, State, regional, and local housing laws and policies. Therefore, it is not anticipated that future housing development facilitated by the proposed Zone Amendments and Reclassification would interfere with South Coast AQMD goals for improving air quality in the SCAB or conflict with or obstruct implementation of applicable air quality plans. As such, with respect to conflicting with or obstructing implementation of the applicable air quality plan, the proposed Project would be less than significant which is consistent with the approved Housing Element Update.

Regional and localized construction emissions under the proposed Zone Amendments and Reclassification would be similar in nature to those identified in the approved Housing Element

**Zone Code Amendments and Zone Reclassification**

Update. Construction under the proposed Project would span eight years starting in 2023. As shown in Table 3, the daily construction emissions for each year of construction would be below the SCAQMD thresholds. Implementation of Measures SC AQ-1 through SC AQ-4 from the approved Housing Element Update would also apply to the future housing development under the proposed Project and would further reduce construction emissions. Therefore, due to the level of construction activities, construction emissions are anticipated to remain less than significant, which is consistent with the approved Housing Element Update.

**Table 3 Daily Construction Emissions per Year**

Emissions Source	Estimated Emissions (lbs/day)					
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
2023	4.0	39.8	36.9	0.1	21.7	11.8
2024	7.0	34.4	111.0	0.1	18.5	5.1
2025	6.7	22.5	103.0	0.1	18.4	4.7
2026	5.8	21.1	96.6	0.1	18.3	4.7
2027	18.8	21.5	107.0	0.1	21.5	5.4
2028	18.5	20.6	101.0	0.1	21.5	5.4
2029	18.3	19.4	95.6	0.1	21.5	5.3
2030	18.0	18.3	90.7	0.1	21.5	5.3
<b>SCAQMD Thresholds</b>	75	100	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

See Appendix A for CalEEMod results. Note: Totals have been rounded. Construction emissions were pulled from Table 2.2 *Construction Emissions by Year, Unmitigated*. Daily, Summer (Max) are included as a conservative measure of the proposed Zone Amendments and Reclassification’s predicted emissions.

Source: SCAQMD 2019

Operational emissions from the proposed Zone Amendments and Reclassification would vary from the approved Housing Element Update due to the change in the type of land use anticipated in the proposed Project and associated zoning code amendments. Therefore, the proposed Project’s operational emissions were modeled in California Emissions Estimator Model (CalEEMod) (included as Appendix A) consistent with the methodology of the SCAQMD.<sup>1</sup> As shown in Table 4, the net emissions would be below the SCAQMD’s regulatory thresholds for criteria pollutants.

<sup>1</sup> Specific single-family residential sites are not identified for buildout of the additional 400 ADUs; however, they would be in single-family residential areas throughout the city. Based on zoning and development standards in Sections 18.40.040 and 18.42.040 of the Municipal Code, ADUs have a floor area not exceeding 1,200 square feet in a single-family residential zone. Therefore, for the purposes of the CalEEMod referenced in technical portions of this Addendum, this analysis assumes that the 400 ADUs would have a total floor area of 480,000 square feet and would be built on 12 acres (480,000 square feet = 12 acres). Furthermore, the 1,332 housing units from the R-40 Overlay Zone would be built upon 91.7 acres consistent with the acreage of the 69 candidate sites. The floor area associated with the 1,332 units was based on the CalEEMod default value, which assumed a floor area of 1,278,720 square feet (Appendix A).

**Table 4 Daily Operational Emissions**

Emissions Source	Estimated Emissions (lbs/day)					
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area	50.8	31.0	111.0	0.2	2.5	2.5
Energy	0.3	5.4	2.3	<0.1	0.4	0.4
Mobile	0.1	<0.1	0.6	<0.005	0.1	<0.1
<b>Project Total</b>	<b>51.1</b>	<b>36.4</b>	<b>114.0</b>	<b>0.2</b>	<b>3.0</b>	<b>2.9</b>
SCAQMD Thresholds	55	55	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

See Appendix A for CalEEMod results. Note: Totals may not add up due to rounding. Operational emissions were pulled from Table 2.5 *Operations Emissions by Sector, Unmitigated*. Daily, Summer (Max) are included as a conservative measure of the proposed Zone Amendment and Reclassification’s predicted emissions.

Source: SCAQMD 2019

Construction and operational impacts with respect to toxic air contaminants (TAC) would not substantially increase compared to those identified in the approved Housing Element Update since the nature of the development would not change under the proposed Zone Amendment and Reclassification. Construction impacts were determined to be less than significant under the approved Housing Element Update and, while activities are anticipated to increase under the proposed Project, construction impacts to health risk are anticipated to remain less than significant. Due to the nature of the proposed land uses, the proposed Project is not anticipated to result in non-permitted emission sources and, consistent with the approved Housing Element Update, would not represent a risk to existing sensitive receptors from operational activities. Additionally, Measures SC AQ-1 through SC AQ-9 from the approved Housing Element Update would be implemented under the proposed Zone Amendment and Reclassification and would reduce potential exposure of new sensitive receptors to existing TAC sources. Therefore, these mitigation measures would also reduce potential impacts to new sensitive receptors under the proposed Project to less than significant levels.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting the existing air quality. With respect to construction impacts, construction under the proposed Zone Amendment and Reclassification would be consistent with those impacts identified in the approved Housing Element Update; therefore, as with the approved Housing Element Update, the proposed Project is not anticipated to exceed regulatory thresholds for criteria pollutants and therefore would be less than significant. With respect to operational impacts, the proposed Zone Amendment and Reclassification would be consistent with the AQMP and would not exceed the regulatory thresholds. Therefore, consistent with the approved Housing Element Update, the proposed Zone Amendment and Reclassification would be less than significant.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## 4.4 Biological Resources

Given that the approved Housing Element Update area is a highly disturbed, urban environment, the 2022 IS-MND determined that biological impacts would be less than significant. However, mitigation measures for future housing development will be required due to the City's proximity to three major open space areas, and the potential impacts on candidate, sensitive, or special status wildlife or plant species through direct or indirect disturbance or elimination of essential habitat. All future housing developments facilitated by the Housing Element Update would also be required to incorporate measures for protecting biological resources from construction-related activities such as vegetation removal and degradation to plant and wildlife habitat.

The approved Housing Element Update would not result in direct housing construction but would facilitate future housing development throughout the City. There are no candidate housing sites proposed within the Whittier Narrows Recreation Area. The nearest candidate housing site is #64, which is about 1.7 miles south of the Whittier Narrows Recreation Area. All future housing development facilitated by the Housing Element Update would be required to demonstrate compliance with federal, State, and local requirements aimed at protecting biological resources. Additionally, all future housing development facilitated by the Housing Element Update would be required to comply with measures for avoiding and minimizing construction and operations impacts to riparian habitat or other sensitive vegetation communities. The 2022 IS-MND determined that future housing development where the City has determined a potential for impacts to a wildlife corridor, would be required to prepare a site-specific general biological resources survey on sites that contain the presence of any sensitive biological resources. If vegetation clearing would occur during the bird breeding season (February 1 to July 15 for raptors and January 15 to August 31 for other birds), direct impacts to nesting birds could occur. Following compliance with the established regulatory framework, as well identified measures, future housing development would mitigate potential impacts to a less than significant level.

The City regulates roadside and parkway trees to protect biological resources. According to General Plan Environmental Resources Policy 8.6-4, Tree Preservation, the City shall preserve significant native and heritage trees and reduce the loss of these trees through mitigation and replanting programs, when feasible. All future housing development would be subject to the City's development review process and requirements to demonstrate compliance with General Plan policies and Municipal Code regulations related to the removal or installation of public trees. The City of Pico Rivera is not located within the boundaries of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

**Measure SC BIO-1:** Applications for future housing development facilitated by the Housing Element Update, where the City has determined a potential for impacts to special-status wildlife and plants species, shall be required to comply with the following mitigation framework:

Prior to the issuance of any permit for future development consistent with the Housing Element Update, a site-specific general biological resources survey shall be conducted on sites that contain the presence of any sensitive biological resources, including any sensitive plant or wildlife species. A

biological resources report shall be submitted to the City to document the results of the biological resources survey. The report shall include (1) the methods used to determine the presence of sensitive biological resources; (2) vegetation mapping of all vegetation communities and/or land cover types; (3) the locations of any sensitive plant or wildlife species; (4) an evaluation of the potential for occurrence of any listed, rare, and narrow endemic species; and (5) an evaluation of the significance of any potential direct or indirect impacts from the proposed project. If

potentially significant impacts to sensitive biological resources are identified, future project-level grading and site plans shall incorporate project design features required by the applicant to minimize direct impacts on sensitive biological resources to the extent feasible, and the report shall also recommend appropriate mitigation to be implemented by the applicant to reduce the impacts to below a level of significance.

**Measure SC BIO-2:** Applications for future housing development facilitated by the Housing Element Update, where the City has determined a potential for impacts to protected wetlands or other waters of the U.S. and State, shall be required to comply with the following mitigation framework: Prior to issuance of a permit for grading or vegetation removal, future housing development of candidate housing sites wherein the City has determined the potential for impacts to sensitive biological resources, shall be required to prepare a site specific biological resources survey. The limits of any riparian habitats on-site under the sole jurisdiction of CDFW shall be delineated, as well as any special aquatic sites (excluding vernal pools) that may not meet Federal jurisdictional criteria but are regulated by Coastal Commission and the RWQCB.

**Measure SC BIO-3:** Housing development activities facilitated by the Housing Element Update shall avoid the bird breeding season (typically January through July for raptors and February through August for other avian species), if feasible. If breeding season avoidance is not feasible, the applicant shall be responsible for a qualified biologist to conduct a pre-construction nesting bird survey prior to the commencement of any ground disturbing activities to determine the presence/absence, location, and status of any active nests on or adjacent to the survey area. The extent of the survey buffer area surrounding each site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the Migratory Bird Treaty Act and the California Fish and Game Code and minimize the potential for project delay, nesting bird surveys shall be performed by the qualified biologist prior to project commencement. In the event that active nests are discovered, a suitable buffer (distance to be determined by the biologist or overriding agencies) shall be established around such active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest(s) is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest).

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this

**Zone Code Amendments and Zone Reclassification**

analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Given that the Project area would remain the same for the proposed Zone Amendment and Reclassification, the proposed Project may have an impact on candidate, sensitive, or special status wildlife or plant species through direct or indirect disturbance or elimination of essential habitat. All future housing developments facilitated by the proposed Zone Amendment and Reclassification would also be required to incorporate measures from the approved Housing Element Update for protecting biological resources from construction-related activities such as vegetation removal and degradation to plant and wildlife habitat.

Similar to the approved Housing Element Update, there are no candidate housing sites proposed within the Whittier Narrows Recreation Area. The nearest candidate housing site is #64, which is about 1.7 miles south of the Whittier Narrows Recreation Area. Where the City has determined a potential for impacts to a wildlife corridor, would be required to prepare a site-specific general biological resources survey on sites that contain the presence of any sensitive biological resources. future housing development where the City has determined a potential for impacts to a wildlife corridor, would be required to prepare a site-specific general biological resources survey on sites that contain the presence of any sensitive biological resources. If vegetation clearing would occur during the bird breeding season (February 1 to July 15 for raptors and January 15 to August 31 for other birds), direct impacts to nesting birds could occur. Thus, the proposed Zone Amendment and Reclassification would incorporate the measures from the approved Housing Element Update to reduce impacts to sensitive biological resources to a less than significant level.

The proposed Zone Amendment and Reclassification would also be required to comply with the City's General Plan Policy 8.6-4, Tree Preservation, in order to reduce the loss of trees through mitigation and replanting programs where feasible. Similar to the approved Housing Element Update, the proposed Project is not within the boundaries of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. All future housing development facilitated by the proposed Project would be required to demonstrate compliance with federal, State, and local requirements aimed at protecting biological resources. Following compliance with the established regulatory framework, as well identified measures, future housing development would mitigate potential impacts to a less than significant level.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting biological resources. The proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to biological resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

## 4.5 Cultural Resources

The 2022 IS-MND identified 13 buildings and sites with the potential for historical significance. One of the 13 sites, the La Mano building located at 9235 Whittier Boulevard, is on the California Register of Historical Resources. None of the other sites are currently listed on federal, State, or local registers. None of the candidate housing sites are located on the 13 identified, potentially historically significant sites. Nonetheless, future development on candidate housing sites could impact unidentified historical resources; therefore, projects would be required to comply with the established regulatory framework and apply Mitigation Measure SC CR-1 to preclude or mitigate impacts to historical resources.

The 2022 IS-MND determined that future housing development could disturb and potentially destroy subsurface prehistoric/historic archaeological resources or human remains through ground disturbances. All future housing development facilitated by the approved Housing Element Update on candidate housing sites would be subject to the City's development review process and be required to adhere to all federal, State, and local requirements for avoiding impacts to archeological resources, including General Plan Policies 3.12-3 and 8.7-4, which require consultation with appropriate organizations and individuals to minimize potential impacts to historic and cultural resources and cultural resource surveys for all applicable projects. Mitigation Measures SC CR-2 and SC CR-3 may also be required by City staff. Future housing projects would be required to comply with the established regulatory framework and implement the mitigation program under the 2022 IS-MND to reduce impacts to a less than significant level.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

**Measure SC CR-1:** Applications for future development facilitated by the Housing Element Update, where the City has determined a potential for impacts to historic resources, shall be required to comply with the following mitigation framework: For any building/structures in excess of 50 years of age having its original structural integrity intact, the applicant shall retain a qualified professional historian to determine whether the affected building/structure is historically significant. The evaluation of historic architectural resources shall be based on criteria such as age, location, context, association with an important person or event, uniqueness, or structural integrity, as indicated in State CEQA Guidelines Section 15064.5. A historical resource report shall be submitted by the applicant to the City and shall include the methods used to determine the presence or absence of historical resources, identify potential impacts from the proposed project, evaluate the significance of any historical resources identified, and measures to avoid or mitigate significant impacts.

**Measure SC CR-2:** Applications for future development consistent with the Housing Element Update, where the City has determined a potential for impacts to archeological resources, shall be required to comply with the following mitigation framework: Prior to the issuance of any permit for future development located on a previously undisturbed site, the applicant shall retain a qualified archaeologist to conduct an archaeological survey to evaluate the presence of cultural resources and the need for project impact mitigation by preservation, relocation, or other methods. An archaeological resource report shall be submitted by the applicant to the City and shall

include the methods used to determine the presence or absence of archaeological resources, identify potential impacts from the proposed project, and evaluate the significance of any archaeological resources identified. If there are potentially significant impacts to an identified archaeological/cultural resource, the report shall also recommend appropriate mitigation required by the applicant to reduce impacts to below a level of significance.

**Measure SC CR-3:** If currently unknown resources are discovered during grading or demolition, such activity shall be halted or diverted away from the affected area of the project site, until a qualified archaeologist can examine the archaeological resources to determine their significance. If the find(s) are determined to be significant, the archaeologist shall provide recommendations regarding the collection, documentation, and disposition of the archaeological resources and shall provide recommendations on whether the remainder of the site that has not yet been disturbed should be monitored

The 2022 IS-MND analyzes the buildout of 1,332 units over 69 candidate housing sites but does not analyze the buildout of an additional 400 ADUs. The proposed Zone Amendment and Reclassification does not change the number or location of any housing opportunity sites in the city. The proposed Project would accommodate up to 1,732 total future residential units which includes a 30 percent buffer and 400 ADUs. Under the proposed Zone Amendment and Reclassification, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing. Similar to the approved Housing Element Update area, the area for the proposed Project includes previously disturbed, urbanized developments. One of the 69 candidate housing sites is currently vacant, while the remaining 68 candidate housing sites contain existing development.

Similar to the approved Housing Element Update, none of the candidate housing sites under the proposed Project are located on the 13 identified, potentially historically significant sites. The likelihood of encountering archeological resources is greatest on undeveloped sites that have been minimally disturbed in the past (e.g., undeveloped parcels, vacant lots, and lots containing undeveloped areas), while previously disturbed sites are generally considered to have a lower potential for archeological resources since previous construction activities may have already removed or disturbed soil that may have contained resources. Notwithstanding, future housing development could disturb and potentially destroy subsurface prehistoric/historic archaeological resources through ground disturbances. For this reason, development projects under the proposed Zone Amendment and Reclassification would be required to comply with the established regulatory framework and implement Mitigation Measure SC CR-2.

There are no known burial sites or cemeteries in the City. Therefore, it is not anticipated that human remains would be present in the City outside formal cemeteries. However, human remains could be disturbed as a result of future development facilitated by the Housing Element Update. If human remains are found, those remains would require proper treatment in accordance with applicable laws, including State of California Health and Safety Code (HSC) Sections 7050.5 through 7055 and PRC Section 5097.98 and Section 5097.99. HSC Sections 7050.5 through 7055 describe the general provisions for treatment of human remains. In addition, development under the proposed Project would be required to comply with the established regulatory framework and implement Mitigation Measure SC CR-3, as needed, in order to reduce impacts to cultural resources.



Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting cultural resources. Overall, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to historic and archaeological resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### Effects and Mitigation Measures

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### Conclusion

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## 4.6 Energy

The 2022 IS-MND determined that it is expected that construction fuel consumption associated under the Housing Element Update would not be any more inefficient, wasteful, or unnecessary than other similar projects of this nature. Future development facilitated by the approved Housing Element Update would consume energy during operations through building electricity, water, and natural gas usage, as well as fuel usage from on-road vehicles. Future housing development must also comply with Mitigation Measure SC ENE-1, which requires the integration of energy conservation practices into new development projects, and all other applicable energy efficiency policies, such as CALGreen and the most current Building Energy Efficiency Standards. Therefore, implementation of the approved Housing Element Update would result in a less than significant impact on transportation-related energy uses and would not result in a wasteful, inefficient, or unnecessary consumption of energy resources.

Future housing developments would be reviewed for consistency with City policies related to renewable energy and energy efficiency, and with all Federal and State energy regulations, such as the California Energy Code Building Energy Efficiency Standards (CCR Title 24, Part 6), the CALGreen Code (CCR Title 24, Part 11), and Senate Bill (SB) 743 transportation-related impact analysis requirements. Future housing development would also be required to comply with Mitigation Measure SC ENE-2, which requires the applicant to comply with all requirements of Southern California Edison and to obtain all required permits. Therefore, compliance with the existing regulatory setting and City requirements would reduce impacts to a less than significant level.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

- Measure SC ENE-1:** Applicant to incorporate energy conservation practices into the project. These may include:
- i. Use of energy efficient or gas air conditioning systems and appliances.
  - ii. Low wattage or LED lighting, long-life bulbs, sensors to automatically turn off/on outdoor lighting, lights with dimmers, etc.
  - iii. Adequate insulation.
  - iv. Clean-burning or energy-efficient water heaters.

**Zone Code Amendments and Zone Reclassification**

- v. Solar energy, if feasible.

**Measure SC ENE-2:** The applicant shall comply with all requirements of Southern California Edison and obtain all required permits.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. The City of Pico Rivera receives electricity from Pico Rivera Innovative Municipal Energy (PRIME) through Southern California Edison (SCE). In 2021, the most recent year with available data, SCE's electricity generation and distribution infrastructure delivered approximately 29,735 giga-watt hours (GWh) of electricity to its residential customers (California Energy Commission [CEC] 2021a). The proposed Zone Amendment and Reclassification would result in approximately 6.4 GWh per year with respect to electricity (Appendix A). The proposed Project would utilize approximately 0.02 percent of SCE's total supply. In addition, similar to the approved Housing Element Update, the proposed Project would implement Mitigation Measures SC ENE-1 and ENE-2.

Natural gas is provided to the City by Southern California Gas Company (SoCalGas). In 2020, a total of approximately 2,261 million therms of natural gas were consumed by SoCalGas' residential customers (CEC 2021b). The proposed Project would result in approximately 229,275 therms of natural gas consumption per year. Development facilitated by the proposed Zone Amendment and Reclassification would utilize approximately 0.01 percent of SoCalGas supplies.

Similar to the approved Housing Element Update, all future housing development facilitated by the proposed Project would be subject to the City's development review process and required to adhere to all federal, State, and local requirements for energy efficiency. This includes SB 32's Scoping Plan that requires a 50 percent reduction in petroleum use in vehicles; SCAG's 2020-2045 RTP/SCS, which calls for the support of land use and transportation planning strategies that reduce energy use and GHG emissions, the latest Title 24 standards, and applicable goals and policies under the City's General Plan. In addition, the design and materials for future developments would be subject to compliance with the most current Building Energy Efficiency Standards. Prior to issuance of a building permit, the City would review and verify that the individual project plans demonstrate compliance with the current version of the Building and Energy Efficiency Standards. Individual projects would also be required adhere to the provisions of CALGreen, which establishes planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. Upon compliance with all applicable standards and requirements, along with implementation of Mitigation Measures SC ENE-1 and ENE-2, future housing development under the proposed Project would result in a less than significant impact on transportation-related energy uses and would not result in a wasteful, inefficient, or unnecessary consumption of energy resources.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting energy. Potential energy impacts would be less than significant and would be consistent with the 2022 IS-MND and approved Housing Element Update.

## Effects and Mitigation Measures

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

## Conclusion

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## 4.7 Geology and Soils

The 2022 IS-MND determined that implementation of the Housing Element Update would not result in impacts relating to rupture of a known earthquake fault, liquefaction, landslides, and soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems, and would result in less-than-significant impacts relating to seismic ground shaking, unstable soils, and expansive soils (Section 4.7, *Geology and Soils*, of the 2022 IS-MND). There are no known earthquake faults that traverse the City. In addition, all development facilitated under the Housing Element Update would be subject to the City's development review process and adherence to all federal, State, and local requirements for avoiding and minimizing seismic-related impacts.

The 2022 IS-MND determined that while the potential for differential settlement, landslides, and seiches exist within the City, given soil, topographic and other conditions, their likelihood, and potential severity are generally limited. All future housing development facilitated by the Housing Element Update would be subject to the City's development review process and be required to adhere to all local, State, and federal requirements for avoiding and minimizing seismic-related impacts. In addition, future housing development facilitated by the Housing Element Update would not create substantial risks to life or property associated with unstable and expansive soils.

Regarding septic tanks, housing developed through the approved Housing Element Update would be in areas currently served by the City's sanitary sewer system and would not use septic tanks or other alternative wastewater disposal systems. Regarding paleontological resources, General Plan Environmental Resources Element Policy 8.7-4 requires that new development necessitating discretionary approval that could potentially impact paleontological resources to conduct a resource survey to ensure that potential sites are identified for avoidance or special treatment. Therefore, the overall impacts associated with geology and soils under the approved Housing Element Update were determined to be less than significant and mitigation would not be required.

There are no known earthquake faults that traverse the City. In addition, all development facilitated under the proposed Project would be subject to the City's development review process and adherence to all federal, State, and local requirements for avoiding and minimizing seismic-related impacts. Similar to the approved Housing Element Update, adherence with statewide National Pollutant Discharge Elimination System (NPDES) Construction General Permit construction requirements would ensure erosion would not occur onsite through implementation of erosion and sediment control best management practices (BMP) during construction of individual projects under the proposed Project. Therefore, impacts regarding seismicity and soil erosion would be less than significant. Similarly, given the same number and location of candidate housing sites as the approved Housing Element Update, potential impacts associated with septic tanks and paleontological resources under the proposed Project would be less than significant.

All future housing development facilitated by the proposed Zone Amendment and Reclassification would be subject to the City's development review process, and adherence to all federal, State, and

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local requirements for avoiding and minimizing impacts concerning soil erosion or loss of topsoil, including the City’s Grading and Excavation Code (Municipal Code Section 15.08.220), which establishes minimum requirements for grading, excavating and filling of land, and provides for the issuance of permits. Construction-related erosion would be addressed through compliance with the NPDES program, which requires implementation of a Storm Water Pollution Prevention Plan (SWPPP) and BMPs intended to reduce soil erosion. Impacts would remain less than significant.

All future housing development facilitated by the proposed Zone Amendment and Reclassification would be subject to the City’s development review process, and adherence to all federal, State, and local requirements, including the City’s Building Code (Municipal Code Chapter 15.08), and the City’s Grading and Excavation Code (Municipal Code Section 15.08.220), which require sets of plans and specifications, a Soils Engineering Report, and an Engineering Geology Report before issuance of grading permits (Municipal Code Section 15.08.220). Therefore, future housing development would not create substantial adverse risks to life or property associated with liquefaction and impacts would be less than significant.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting geology and soils. As a result, development of the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to geology, soils, and seismicity, and would be consistent with the impact analysis provided in the 2022 IS-MND.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

**4.8 Greenhouse Gas Emissions**

The 2022 IS-MND determined that future housing development facilitated by the approved Housing Element Update would have a less than significant impact on GHG emissions. The approved Housing Element Update does not include the rezoning of any parcels. Thus, future growth and development facilitated by the approved Housing Element Update would have been accounted for in the General Plan EIR and SCAG RTP. The approved Housing Element Update, and future development facilitated by the Housing Element Update, would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Impacts would be less than significant.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project.

SCAG’s RTP/SCS includes a commitment to reduce emissions from transportation sources by promoting compact and infill development to comply with SB 375. Consistent with the approved Housing Element Update, the proposed Zone Amendment and Reclassification would implement many of the SCAG policies related to high-density, infill development that are focused on public

transit opportunities, and would involve the revitalization of an already developed urban area with infill development that would make use of the existing circulation and utility infrastructure. The proposed Project would also introduce high density residential uses, thus creating a mixed-use environment in which residents would benefit from nearby shopping and employment opportunities. Future development would be within walking distance of the varying modes of public transportation, which would encourage the use of public transportation and reduce GHG emissions.

Similar to the approved Housing Element Update, the proposed Zone Amendment and Reclassification is consistent with the General Plan. The proposed Project would amend some General Plan land uses and zoning designations of parcels to implement the approved Housing Element Update. As a result, the City would coordinate with SCAG to adjust the City’s households forecast in future updates to the RTP/SCS. Overall, the proposed Project would not result in a conflict with the General Plan because it is generally consistent with the goals and policies of the General Plan that aim at enhancing Pico Rivera by introducing mixed uses and creating a pedestrian-friendly environment.

There are numerous State plans, policies, and regulations adopted for the purpose of reducing GHG emissions. The principal State plan and policy is AB 32, the California Global Warming Solutions Act of 2006, as well as SB 32. The quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020 and the goal of SB 32 is to reduce GHG emissions to 40 percent below 1990 levels by 2030. The 2022 Scoping Plan Update identifies plans and regulations and strategies that are to be implemented at the State and project level that will reduce GHG emissions consistent with State policies. The proposed Zone Amendments and Reclassification would be required to include all mandatory green building measures for new developments under the CALGreen Code. Therefore, the proposed Project would be consistent with the Scoping Plan measures through incorporation of these stricter building and appliance standards. The proposed Project’s GHG emission were also quantitatively analyzed and are provided in this analysis for informational purposes.

Amortized over a 30-year period pursuant to SCAQMD guidance, construction associated with the project would generate approximately 648 MT CO<sub>2e</sub> per year. As shown in Table 5, annual average operational GHG emissions for the proposed Project would be approximately 4,477 MTCO<sub>2e</sub>.

**Table 5 Annual Emissions**

Emissions Source	Project Emissions
<b>Construction</b>	648.4
<b>Operational</b>	
Area	464.0
Energy	2,688.0
Mobile	27.6
Waste	501.0
Water	146.0
Refrigeration	2.1
<b>Total Proposed Project</b>	<b>4,477.1</b>

See Appendix A for CalEEMod results.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project

would not result in a new significant impact affecting GHGs. As a result, implementation of the proposed Zone Amendment and Reclassification would not generate GHG emissions that would be significant, and impacts would be consistent with the approved Housing Element Update.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.9 Hazards and Hazardous Materials**

The 2022 IS-MND determined that hazards and hazardous materials impacts from implementation of the approved Housing Element Update would be less than significant with mitigation incorporated. It was determined that impacts associated with the transport, use, or disposal of hazardous materials would be less than significant following compliance with the established regulatory framework. Potential impacts involving the accidental discovery of unknown wastes or suspect materials during construction would also be less than significant following compliance with the established regulatory framework. If a project is located within 0.25 miles of an existing or proposed school, adherence to California Hazardous Waste Control Law, California Health and Safety Code, and Resource Conservation and Recovery Act (RCRA) regulations would reduce potential impacts associated with the accidental release of hazardous materials.

Given the scope and location of the future housing development facilitated by the Housing Element Update, potential impacts associated with impairment or conflicts with implementation of emergency response plans would be less than significant. In addition, it was determined that there would be no impact to airports as there are no airports in Pico Rivera, and there would be no impacts in regard to exposure to wildfire resulting in a significant risk of loss, injury or death as the approved Housing Element Update area is fully urbanized, not adjacent to any wildland, and is located in a Non-Very High Fire Hazard Severity Zone.

However, the 2022 IS-MND discloses that the DTSC Envirostor database and State Water Resources Control Board Geo Tracker database identified 13 regulated facilities and 76 regulated facilities in the City, respectively. Future housing development facilitated by the approved Housing Element Update could occur near identified regulated facilities. Therefore, Mitigation Measure SC HAZ-1 was identified to ensure that any potential discovery of unknown wastes or suspect materials during construction that are believed to involve hazardous waste or materials are properly handled to reduce any hazards to the public or the environment. Upon implementation of this measure, potential impacts were found to be mitigated to a less than significant level.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing project:

**Measure SC HAZ-1:** If the Applicant or Applicant’s contractor discovers unknown wastes or suspect materials during construction that are believed to involve hazardous waste or materials, the applicant or applicant’s contractor shall:

1. Immediately cease work in the suspected contaminant's vicinity, remove workers and the public from the area, and secure the area.
2. Notify the applicant's Environmental Professional and immediately implement proper remedial activities as recommended.
3. Notify the City Engineer and Planning Division Director and implement measures to further secure the area.
4. The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Small quantities of hazardous materials would be anticipated, including cleaning solvents, fertilizers, pesticides, and other materials used in regular maintenance. On the local level, the Los Angeles County Fire Department routinely provides inspections to ensure the safe storage, management, and disposal of any hazardous materials in accordance with the federal, State, and local regulations. Potential impacts involving the accidental discovery of unknown wastes or suspect materials during construction would be less than significant upon compliance with the established regulatory framework. If a project is located within 0.25 miles of an existing or proposed school, adherence to California Hazardous Waste Control Law, California Health and Safety Code, and Resource Conservation and Recovery Act (RCRA) regulations would reduce potential impacts associated with the accidental release of hazardous materials.

Similar to the approved Housing Element Update, it is not anticipated that implementation of the proposed Zone Amendment and Reclassification would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Future housing development facilitated by the proposed Project would be subject to the City's development review process and compliance with 2019 California Fire Code Chapter 503, Fire Apparatus Access Roads, which specifies how fire access roads are required to be designed for new developments. Impacts to emergency response plans or emergency evacuation plans would be less than significant. In addition, similar to the approved Housing Element Update, the proposed Project is located in a Non-Very High Fire Hazard Severity Zone and would not expose people or structures to significant risk, injury, or death involving wildland fires.

Since all candidate housing sites are the same for the proposed Zone Amendment and Reclassification, future housing development facilitated by the proposed Project could occur near identified regulated facilities. Therefore, the proposed Zone Amendment and Reclassification would be required to incorporate Measure SC HAZ-1 from the 2022 IS-MND in order to reduce any hazards to the public or the environment.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact associated with hazards and hazardous materials. Thus, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to hazards and hazardous materials and would be consistent with the impact analysis provided in the 2022 IS-MND.

## **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

## **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## 4.10 Hydrology and Water Quality

The 2022 IS-MND determined that hydrology and water quality impacts from implementation of the approved Housing Element Update would be less than significant. Construction and operation of future development under the implementation of the approved Housing Element Update could result in discharges of hazardous materials, sediment, and stormwater that could contaminate downstream waters. Compliance with required laws, permits, ordinances, and plans, including but not limited to Low Impact Development (LID) and Construction General Permit requirements would reduce impacts to hydrology and water quality to a less-than-significant level. However, all housing opportunity sites are developed except for one, which would increase impervious surfaces and off-site runoff that would have the potential to degrade surface or groundwater quality. To minimize this impact, future housing development facilitated by the Housing Element Update would be subject to the City's development review process, and requirements to install, implement, and maintain the BMPs identified in Municipal Code Section 16.04.110 and SC HYD-1 including, but not limited to materials storage; inspection, maintenance, and upgrade of BMPs, and the preparation of Standard Urban Stormwater Mitigation Programs (SUSMP). All new development would also be required to comply with existing water quality standards and waste discharge regulations set forth by the State Water Resources Control Board (SWRCB). Future developments facilitated by the Housing Element Update would comply with these regulations and waste discharges would be connected to the public wastewater system.

The 2022 IS-MND found that the following measure shall be implemented as a standard condition/condition of approval for future housing projects:

- Measure SC HYD-1:** The applicant shall implement various Best Management Practices (BMPs) during the construction process in order to control and filter potential stormwater runoff that may accumulate during the project's construction. These construction BMPs shall include the following:
- Runoff, sediment, and construction debris shall not leave the site and enter the storm drain system.
  - Any sediment or other materials which are tracked off-site shall be removed the same day as they are tracked off-site. Where determined necessary by the authorized enforcement officer, a temporary sediment barrier shall be installed.
  - Drainage controls to prevent runoff from leaving the site shall be utilized as needed, depending on the topography of the site and extent of proposed grading. These controls may include but are not limited to the following: the detention ponds, sediment ponds, or infiltration pits; the installation of dikes, filter berms, or ditches; and the installation of down drains, chutes or flumes.



- Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.
- Excavated soil shall be located on the site in a manner that eliminates the possibility of sediments running off-site. Soil piles shall be covered until the soil is either used or removed.
- No runoff from washing construction or other industrial vehicles on site shall be permitted to leave the site or enter the storm drain system.
- The City may, as a condition of granting a construction permit, set reasonable limits on the clearing of vegetation from construction sites, including but not limited to regulating the length of time during which soil may be bare and, in certain sensitive cases, prohibit bare soil.

The 2022 IS-MND analyzes the buildout of 1,332 units over 69 candidate housing sites but does not analyze the buildout of an additional 400 ADUs. The proposed Zone Amendment and Reclassification does not change the number or location of any candidate housing sites in the city. The proposed Project would accommodate up to 1,732 total future residential units which includes a 30 percent buffer and 400 ADUs. Under the proposed Project, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing.

Similar to the approved Housing Element Update, if future developments disturb more than one acre of land surface, they would be required to obtain coverage under the NPDES storm water program. The NPDES Construction General Permit program calls for the implementation of BMPs to reduce or prevent pollutant discharge from these activities to the Maximum Extent Practicable for urban runoff and to meet the Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology standards for construction storm water. Construction activities would be required to comply with a Project-specific SWPPP that identifies erosion-control and sediment-control BMPs that would meet or exceed measures required by the Construction Activity General Permit to control potential construction-related pollutants. Additionally, the proposed Zone Amendment and Reclassification would be subject to the City's development review process, and requirements to install, implement, and maintain the BMPs identified in Municipal Code Chapter 16.04 and Measure SC HYD-1 from the 2022 IS-MND in order to reduce construction and operational impacts to run off.

Implementation of the proposed Zone Amendments and Reclassification would not substantially alter drainage patterns or expose additional residents to flood-related hazards. Future housing development facilitated by the proposed Project would be subject to the City's development review process and adherence to all federal, State, and local requirements for avoiding construction and operations impacts that could substantially alter the existing drainage pattern or alter the course of a stream or river, including the City's Municipal Code and Measure SC HYD-1 from the 2022 IS-MND. Similarly, the proposed Project would be required to comply with the City's Urban Water Management Plan, Municipal Code standards, and SC HYD-1. As a result, future housing development facilitated by the proposed Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting hydrology and water quality. Overall, the

proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to hydrology and flooding and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## **4.11 Land Use Planning**

The 2022 IS-MND determined that the approved Housing Element Update does not include infrastructure improvements that would bisect existing established communities. Out of the 69 candidate housing sites, 68 are developed in urban areas and would be considered in-fill developments. Further, candidate housing sites have been identified throughout the City, rather than concentrated in a single area, and therefore, would not divide an established community. Future housing development facilitated by the approved Housing Element Update would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable to new housing development. As such, the approved Housing Element Update would be consistent with applicable land use and planning policies in the State, regional, and local context as necessary to meet that legislation. Land use impacts were found to be less than significant under the approved Housing Element Update.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project would not divide an established community. The candidate housing sites would remain to be considered as infill development that would be spread throughout the City rather than concentrated in a single area.

The proposed Zone Amendment and Reclassification would not result in direct housing construction but would facilitate future housing development as market conditions allow and at the discretion of the owners. In addition, the proposed Project would provide the option to owners and developers to utilize the R-40 Zoning Overlay to produce low-income housing in higher densities on the candidate housing sites. Future housing development facilitated by the proposed Project would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable to new housing development. As such, the proposed Zone Amendment and Reclassification would be consistent with applicable land use and planning policies in the State, regional, and local context as necessary to meet that legislation.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting land use and planning. The proposed Project

would not introduce new impacts or substantially increased impacts related to land use and planning, and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.12 Mineral Resources**

The area analyzed under the 2022 IS-MND consists of developed urban land. The Surface Mining and Reclamation Act of 1975 (SMARA) requires classification of land into mineral resource zones (MRZs) according to the area's known or inferred mineral potential. The City is not located in an area identified as a locally important mineral resource recovery site. Further, the General Plan does not identify any part of the City as a locally important mineral resource recovery site. Therefore, the approved Housing Element Update would have no impact concerning mineral resources and no mitigation is required.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project would not be implemented in an area identified as a locally important mineral resource recovery site. In addition, the City's General Plan does not identify any part of the City as a locally important mineral resource recovery site.

Although the proposed Project analyzes the additional 400 ADUs in comparison to the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting mineral resources. As a result, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to mineral resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.13 Noise**

The 2022 IS-MND determined that noise and vibration-related impacts from new development under the approved Housing Element Update could be divided into construction impacts and operational impacts (see Section 4.13, *Noise*, of the 2022 IS-MND). New development would comply

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with the City's existing noise standards and daytime construction hours permitted by the City's Municipal Code. Standard Conditions/Conditions of Approval have been identified for construction-related activities, including but not limited to preparation of a Noise Mitigation Plan; identification of a noise disturbance coordinator and provide a hotline number to allow community members to voice any noise complaints resulting from construction activities; and BMPs that applicants must comply with during construction to reduce noise impacts from the construction of housing developments. Future housing development facilitated by the approved Housing Element Update would result in additional housing, people, pets, and automobiles in the City. Noise would be generated by stationary operation-related sources, such as heating, ventilation, and air conditioning (HVAC) units, generators, lawn maintenance equipment, and swimming pool pumps. All future housing development would be subject to the City's development review process, compliance with Municipal Code standards, and adherence to the mitigation measures identified under the 2022 IS-MND (listed below). Therefore, upon compliance with applicable regulations and implementation of the applicable measures, construction and operation noise impacts would be mitigated to a less than significant level.

Similarly, construction facilitated by the approved Housing Element Update could adversely impact buildings located near construction sites depending on soil type, ground strata, and construction characteristics of the receiver buildings. To further lessen the potential vibration-related impacts to historic resources and sensitive uses (i.e., nonengineered timber and masonry buildings), the 2022 IS-MND includes measures related to the location and use of equipment. Alternative installation methods could reduce vibration impacts below the 0.2 inch/second threshold. Residential uses would not be anticipated to generate excessive groundborne vibration. Therefore, impacts related to groundborne vibration from construction or operation of the approved Housing Element Update would be mitigated to a less than significant level.

There would be no impacts regarding airport noise, as the nearest airport to the approved Housing Element Update area is the Long Beach Airport located approximately 15 miles south. The City of Pico Rivera is not within the Airport's influence area and thus, no impact would occur.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

**Measure SC NOI-1:** The City shall consider all future developments to ensure their compliance with Policies 11.1-1 through 11.2-6 in the Noise Element of the General Plan Update and determine if operational noise levels generated by the development would exceed the City's permissible noise standards for transportation and stationary noise sources established in the Noise Element. If City noise standards would be exceeded, design measures shall be taken to ensure that operational noise levels would be reduced to levels that comply with the permissible City noise standards to the extent feasible. These measures may include, but are not limited to, the erection of noise walls, use of landscaping, and/or the design of adequate setback distances for the new developments.

**Measure SC NOI-2:** Concurrent with submittal of a project application at any of the Housing Opportunity locations, the project proponent shall submit a noise study to evaluate existing and projected noise levels that could affect residences within the project sites to assure that exterior and interior noise levels meet City noise standards. If noise standards are exceeded, measures to attenuate noise levels shall be required to attenuate noise to levels that in accordance

with City standards. Noise studies shall be prepared to the satisfaction of the City's Community Development Director.

- Measure SC NOI-3:** All dwelling units shall maintain interior noise levels that do not exceed 45 dBA, when all windows and doors are closed.
- Measure SC NOI-4:** All construction activities shall take place only between the hours of 7:00 a.m. and 7:00 p.m. in compliance with Policies 11.3-1 and 11.3-2 in the Noise Element of the General Plan.
- Measure SC NOI-5:** Applicant shall submit a Noise Mitigation Plan to the Community and Economic Development – Planning Division for review and approval. The Plan shall depict the location of construction equipment storage and maintenance areas, and document methods to be employed to minimize noise impacts on adjacent noise sensitive land uses.
- Measure SC NOI-6:** During the construction phase, the applicant shall designate a noise disturbance coordinator who will be responsible for responding to neighborhood complaints about construction noise by determining the cause of the noise complaints and require implementation of reasonable measures to correct the problem. The noise disturbance coordinator and their responsibilities shall be identified and reflected within the Noise Mitigation Plan. The coordinator's telephone number(s) shall be prominently displayed at construction locations.
- Measure SC NOI-7:** The applicant shall be responsible for providing a hotline number that adjacent residents or businesses may call with concerns or questions regarding construction activities. The hotline number shall be made available 24 hours a day, 7 days a week and shall be answered with a live person. Applicant shall install and maintain a temporary construction sign displaying the hotline number within the project site during the construction phase. A site plan and to-scale elevations of the temporary construction sign shall be submitted to the Community and Economic Development Department – Planning Division for review and approval, prior to installation. The hotline number and its operation details shall be identified and reflected within the Noise Mitigation Plan.
- Measure SC NOI-8:** 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.
- Measure SC NOI-9:** Approval of development permits shall ensure that the operation of jackhammers shall be prohibited within 25 feet of existing residential structures and 20 feet of institutional structures during construction activities associated with any project-specific development, to the extent feasible.
- Measure SC NOI-10:** The City shall require a preconstruction meeting with the City's job inspector(s) and the general contractor or onsite project manager to confirm that noise and vibration mitigation and practices (including construction hours, sound mufflers on equipment, neighborhood notification, posted signs, etc.) are implemented.

- Measure SC NOI-11:** The City shall ensure that stationary construction noise sources be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible. Construction equipment staging and storage areas shall be located as far from nearby residential uses as possible. The City shall ensure that project approvals require that construction activities whose specific location on a construction site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) be conducted as far as possible from the nearest noise-sensitive land uses.
- Measure SC NOI-12:** During the construction phase, prohibit and post signs prohibiting unnecessary idling of internal combustion engines.
- Measure SC NOI-13:** During the construction phase, utilize “quiet” air compressors and other stationary equipment where feasible and available.
- Measure SC NOI-14:** 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.
- Measure SC NOI-15:** Approval of development permits shall ensure that where a new development would be constructed adjacent to an existing historic building, the project developer shall require by contract specifications that a certified structural engineer be retained to submit evidence that the operation of vibration-generating equipment associated with the new development would not result in any structural damage to the adjacent historic building. Contract specifications shall be included in the construction documents for the new development, which shall be reviewed by the City prior to issuance of a construction permit.
- Measure SC NOI-16:** The City shall require that all construction truck traffic be restricted to routes approved by the City of Pico Rivera, which shall avoid residential areas and other sensitive receptors to the extent feasible.
- Measure SC NOI-17:** To avoid impacts to vibration-sensitive structures (i.e., non-engineered timber and masonry buildings) located within a 50-foot radius of pile driving activities, prior to demolition, grading, or building permit approval, the applicant shall provide for the following measures to be specified on the project plans and implemented prior to and during construction:
- Construction equipment that generates high levels of vibration, such as large bulldozers, loaded trucks, and caisson drills, shall be prohibited within 45 feet of residential structures and 35 feet of institutional structures during construction of any project-specific development to the extent feasible. Small, rubber-tired construction equipment shall be used within this area during demolition and/or grading operations to reduce vibration effects, where feasible.

- The applicant shall utilize temporary noise attenuation curtain suitable for pile driving equipment as needed. This noise attenuation device should be installed directly between the equipment and the nearest noise sensitive receptor to the construction site.
- Pile driving within a 50-foot radius of identified vibration-sensitive structures shall utilize alternative installation methods (e.g., pile cushioning, jetting, predrilling, cast-in-place systems, resonance-free vibratory pile drivers) such that vibration velocities from the alternative construction activity would fall below the 0.2 the inch/second threshold. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

**Measure SC NOI-18:** Approval of development permits shall ensure that individual developments minimize noise impacts from mechanical equipment, such as ventilation and air conditioning units, by locating equipment away from receptor areas, installing proper acoustical shielding for the equipment, and incorporating the use of parapets into building design to ensure that noise levels shall not exceed the noise level standards for stationary noise sources in the Noise Element of the General Plan Update.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project would induce construction equipment such as backhoes, excavators, graders, loaders, compactors, cranes, trucks, pavers, pneumatic tools, generator sets, and air compressors. As shown in Table 4.13-1 of the 2022 IS-MND, typical construction equipment can range from 77 to 90 dBA to a person or structure located 50 feet from the noise source. Similar to the approved Housing Element Update, the proposed Zone Amendment and Reclassification would be required to incorporate the mitigation measures, listed above, in order to reduce impacts related to construction noise to a less than significant level. Future housing development facilitated by the proposed Project would result in additional housing, people, pets, and automobiles in the City. Noise would be generated by stationary operation-related sources, such as heating, ventilation, and air conditioning (HVAC) units, generators, lawn maintenance equipment, and swimming pool pumps. The proposed Project would require adherence to the mitigation measures identified under the 2022 IS-MND to reduce operational noise impacts from the Project. In addition, the proposed Zone Amendment and Reclassification would be subject to the City's development review process and compliance with the Municipal Code standards regarding construction and operational noise.

Construction activities associated with future housing development facilitated by the proposed Zone Amendment and Reclassification could result in varying degrees of groundborne vibration impacts from heavy equipment operations, depending on the construction procedure and equipment used. Construction equipment operations would generate vibrations that spread through the ground and diminish in amplitude with distance from the source. The effect on buildings located near a construction site often varies depending on soil type, ground strata, and construction characteristics

of the receiver building(s). The FTA architectural damage criterion for continuous vibrations (i.e., 0.2 inch/second) appears to be conservative even for sustained pile driving. Pile driving levels often exceed 0.2 inch/second at distances of 50 feet, and 0.5 inch/second at 25 feet without any apparent damage to buildings. Types of construction vibration impacts include human annoyance and building damage. As shown in Table 4.13-2 of the 2022 IS-MND, groundborne vibration peak particle velocity from 25 feet away can range from 0.003 inches per second to 0.210 inches per second for typical standard equipment. Similar to the approved Housing Element Update, the proposed Project would include the mitigation measures presented in the 2022 IS-MND to further lessen the potential vibration-related impacts to historic resources and sensitive uses. Residential uses would not be anticipated to generate excessive groundborne vibration. Future housing development facilitated by the proposed Project would not involve railroads or substantial heavy truck operations, and therefore would not result in vibration impacts at surrounding uses.

New development under the proposed Zone Amendment and Reclassification would be exposed to intermittent noise levels from aircraft overflights, similar to buildout under the approved Housing Element Update. However, the proposed Project area is not located within an airport's noise contours and development would not impact air traffic patterns. The nearest airport is Long Beach Airport located approximately 15 miles south of the proposed Project area. Therefore, similar to the approved Housing Element Update, no noise impacts related to exposure of aircraft operations would occur under the proposed Zone Amendment and Reclassification.

Compliance with existing State regulations, approved Housing Element Update mitigation measures, regulations, and policies relating to noise, and requirements included in the City's Municipal Code would collectively reduce noise impacts associated with the proposed Project. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting noise. As a result, development under the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to noise and vibration and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

## **4.14 Population and Housing**

The 2022 IS-MND determined that the project would exceed SCAG's population project of 67,400 by 2045. Future housing development facilitated by the approved Housing Element Update would result in population growth of approximately 4,942 persons. However, SCAG recognized that its growth projections do not constitute a prescriptive pattern for the General Plan or zoning code amendment. Potential exceedances may not be used to impede a jurisdiction's compliance with the 6<sup>th</sup> Cycle RHNA requirements. In addition, future housing development facilitated by the Housing Element Update would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable



to new housing development. As such, the approved Housing Element Update would be consistent with applicable land use and planning policies in the State, regional, and local context as necessary to meet that legislation. Impacts would be less than significant.

The 2022 IS-MND determined that compliance with SB 166 would minimize the potential for future housing displacement. All approved Housing Element Update actions would occur such that there is no net loss of residential unit capacity. Therefore, there would be no impact concerning displacements of substantial numbers of existing people or housing and the construction of replacement housing.

The proposed Zone Amendment and Reclassification does not change the number or location of any housing opportunity sites in the city. The proposed Project would accommodate up to 1,732 total future residential units which includes a 30 percent buffer and 400 ADUs. Under the proposed Project, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing. Similar to the approved Housing Element Update, the proposed Zone Amendment and Reclassification would exceed SCAG's growth projection. The City has a total existing population of 61,338 people. A total of 1,732 units would increase the population of Pico Rivera by 6,426 residents. This would constitute a 0.5 percent increase over SCAG's 2045 population projection of 67,400 residents. Similar to the approved Housing Element Update, the proposed Project would be required to be in compliance with all state housing law. Potential exceedances of the projected population may not be used to impede the City's compliance with the 6<sup>th</sup> Cycle RHNA. Future housing development facilitated by the proposed Project would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable to new housing development.

Similar to the approved Housing Element Update, compliance with SB 166 would minimize potential for future housing displacement. In addition, the R-40 Zoning Overlay aims to increase residential unit capacity. The proposed Project would have no impact concerning the displacement of substantial numbers of existing people or housing and the construction of replacement housing. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting population and housing. As a result, the proposed Zone Amendment and Reclassification would not introduce new or substantially increased impacts related to land use and would be consistent with the impact analysis provided in the approved Housing Element Update IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less Than Significant (Same as Approved Housing Element Update)

## **4.15 Public Services**

The 2022 IS-MND determined that public services impact from implementation of the approved Housing Element Update would be less than significant with no mitigation required (Section 4.15,

*Public Services*). Implementation of the approved Housing Element Update would result in an increase in residential and commercial development, and thus, would increase demand for fire and police protection services and facilities, school facilities, and recreation facilities. However, 68 of all 69 sites are currently developed and are being serviced adequately by existing fire and police services. Housing Element Update implementation would result in intensification of development and/or change of use, or construction on previously vacant sites. However, all candidate housing sites are within urbanized areas, surrounded by development, and served by the Los Angeles County Fire Department (LACFD) and Los Angeles County Sheriff's Department (LASD). Regarding school facilities, future applicants would be subject to school developer fees from the El Rancho Unified School District (ERUSD) and Montebello Unified School District (MUSD). The approved Housing Element Update determined that payment of the developers' fees would provide an adequate financial base to construct and equip new and existing schools, and would be deemed full and complete mitigation of the impacts pursuant to Government Code Section 65995(3)(h).

Impacts related to parks and recreation may be found below in Section 16, *Recreation*. In addition, the 2022 IS-MND determined that future development resulting in population growth would incrementally increase demand for libraries. However, the Los Angeles County Library system has developed a Strategic Plan that identifies goals and objectives including financial management and fundraising strategies to maintain and enhance library facilities to meet future demands. Therefore, increased demand would not be substantial or such that it would warrant construction of a new facility.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Future housing development facilitated by the proposed Zone Amendment and Reclassification and the resulting population growth of approximately 6,426 persons, would increase the use of existing public facilities. Development under the proposed Project would occur on the same candidate housing sites which are currently served by LACFD and LASD, which would place an incrementally higher demand on police and fire services in the city compared to the approved Housing Element Update due to the increase in the projected population, and the potential for developers to utilize the R-40 Zoning Overlay increasing building density. However, all future housing development facilitated by the Housing Element Update would be subject to the City's development review process, and adherence to 2019 California Fire Code and Municipal Code Section 15.44, Fire Code. Compliance with the established regulatory framework would minimize impacts to fire protection services. In addition, future housing development facilitated by the proposed Project would be required to submit a will-serve letter or service questionnaire to the Police Department in conjunction with development applications to ensure that police protection services are available to serve the proposed housing development.

The City is served by the ERUSD and MUSD, which provide public education for grades kindergarten through 6 and grades 7 through 12, respectively. Future housing development facilitated by the proposed Zone Amendment and Reclassification and the resulting population growth of approximately 6,426 persons would incrementally increase the demand for school services. Similar to the approved Housing Element Update, any future housing development facilitated by the Housing Element Update would be required to comply with SB 50 requirements, which allow school districts to collect impact fees from developers of new residential projects to offset the cost of new development pursuant to Government Code Section 665995(3)(h). Similar to the approved Housing

Element Update, the Los Angeles County Library system has developed a Strategic Plan that identifies long-term goals and objectives to maintain and enhance library facilities to meet future demands.

Overall, while the proposed Zone Amendment and Reclassification analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, no new or expanded public service facilities would be required. The proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to public services and would be consistent with the impact analysis provided in the 2022 approved Housing Element Update IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.16 Recreation**

The 2022 IS-MND determined that impacts to recreational facilities from implementation of the approved Housing Element Update would be less than significant with mitigation required (Section 4.16, *Recreation*). As of 2021, the City has a parkland ratio of 1.9 acres per 1,000 residents. General Plan Policy 10.7-1 Parks Master Plan strives to attain a parks standard of three acres per 1,000 people, meaning that the City currently has a deficit of recreational facilities. Future housing development facilitated by the approved Housing Element Update and the resulting population growth of approximately 4,942 persons, which would incrementally increase the use of existing recreational facilities. To avoid the overuse of existing recreational facilities, such that substantial physical deterioration would occur, payment of Park Land Dedication or In-Lieu fees would be required to mitigate potential effects to a less than significant level. The approved Housing Element Update IS-MND also determined that if construction of recreational facilities is warranted, that proposal would be subject to the City's development review process and CEQA evaluation. A less than significant impact would occur regarding the construction and expansion of recreational facilities.

The 2022 IS-MND found that the following measure shall be implemented as standard condition/condition of approval for future housing projects:

**Measure SC REC-1:** The applicant shall in-lieu of dedicating park land pay park fees equal to the value of the land prescribed for dedication in Municipal Code Section 17.36.190 hereof in an amount determined in accordance with the provisions of Section 17.36.230.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Future housing development facilitated by the proposed Zone Amendment and Reclassification and the resulting population growth of

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approximately 6,426 persons, and incrementally increase the use of existing recreational facilities such that substantial physical deterioration could occur or be accelerated, and potentially worsen the city's existing parkland deficit.

To avoid the overuse of existing recreational facilities, such that substantial physical deterioration would occur, future housing developments would be subject to General Plan Policy 10.7-3, New Development, which requires new residential development, which include a subdivision, to dedicate land and/or contribute in-lieu fees at a standard of 3 acres per 1,000 population, and contribute park development fees, to finance acquisition, development, improvement, and maintenance of park and recreational facilities. Municipal Code Chapter 17.36, Article II, Park Land Dedication or In-Lieu Fees identifies that park and recreation impact land dedications and/or fees are applicable as a condition of approval of a final tract map. Payment of fees helps fund the acquisition and development of new or rehabilitating existing park and recreational facilities needed to accommodate demands created by the addition of residential dwelling units. Adherence to mandatory permit requirements and regulations for providing recreation would support the City's goals for providing sufficient recreation opportunities for residents. The proposed Zone Amendment and Reclassification would utilize Measure SC REC-1 to mitigate potential impacts to recreational facilities to a less than significant level.

Future housing development facilitated by the proposed Project and the resulting population growth of approximately 6,426 persons would incrementally increase demand for park and recreation land by approximately 19.28 acres (based on General Plan Healthy Communities Element Policy 10.7-3, New Development). All future housing development facilitated by the proposed Zone Amendment and Reclassification would be subject to the City's development review process and required to demonstrate consistency with General Plan Policy 10.7-3. If future development of recreational facilities is required, that proposal would be subject to the City's development review process and CEQA evaluation to determine whether adverse effects on the environment. Therefore, a less than significant impact would occur regarding the construction or expansion of recreational facilities.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting recreation. As a result, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to parks or recreation and would be consistent with the impact analysis provided in the 2022 IS-MND.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

**4.17 Transportation**

The 2022 IS-MND determined that transportation impacts associated with implementation of the approved Housing Element Update would be less than significant (Section 4.17, *Transportation*, of

the 2022 IS-MND). The approved Housing Element Update does not include any goals, policies, or implementation programs that would conflict with plans or other regulations that address the circulation system, including roadways, transit, bicycle, pedestrian, and equestrian facilities. Future development projects would be reviewed on a case-by-case basis to ensure consistency with applicable regulations that address the circulation system, including regulations related to VMT and emergency access. Future housing development facilitated by the approved Housing Element Update would be required to comply with several General Plan policies which directly aim to reduce VMT. Any traffic demand management (TDM) measures required for mitigation would be required to comply with Los Angeles County's VMT guidelines.

Since future housing development facilitated by the approved Housing Element Update would use existing roadways that are connected and adjacent to the existing transportation network, hazards due to a geometric design feature or incompatible uses are not anticipated. All future housing development on the candidate housing sites with the potential to substantially increase transportation-related hazards would be subject to the City's development review and required to comply with applicable building and fire safety regulations required for the design of new housing and emergency access, as well as all State and local requirements for avoiding construction and operations impacts related to design and incompatible uses. In regard to emergency access, the City has adopted the California Fire Code, which sets standards for road dimension, design, grades, and other fire safety features. More stringent California Building Code standards apply regarding new construction and development of emergency access issues associated with earthquakes, flooding, climate/strong winds, and water shortages. Therefore, compliance with the code requirements would ensure adequate access issues, including emergency access. As a result, implementation of the approved Housing Element Update would result in a less than significant impact.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project does not include any goals, policies, or implementation programs that would conflict with plans or other regulations that address the circulation system, including roadways, transit, bicycle, pedestrian, and equestrian facilities as the proposed Project is meant to work with and be in compliance of the City's General Plan. Future development projects would be reviewed on a case-by-case basis to ensure consistency with applicable regulations that address the circulation system. Future development projects would be reviewed on a case-by-case basis to ensure consistency with applicable regulations that address the circulation system, including regulations related to VMT and emergency access.

The City has adopted the Los Angeles County VMT Thresholds (Fehr and Peers 2020). The Steering Committee recommends that the County define VMT impacts for land use projects and plans based on the Air Resources Board target of 16.8 percent. A 16.8 percent VMT reduction threshold sets a higher standard than the suggested Office of Planning and Research threshold of 15 percent and would allow the County to align with state climate goals (Fehr and Peers 2020). A project would have a significant impact if the VMT rate for the plan would exceed 16.8 percent below the applicable baseline VMT rate.

A VMT Analysis was prepared by Translusions, Inc. for the proposed Zone Amendment and Reclassification (included as Appendix B). The VMT Analysis utilizes the SCAG RTP/SCS model's base year of 2016 and horizon year of 2040. Through discussions with the City, the analysis was

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conducted for the years 2020 and 2040. The analysis used the following thresholds to determine whether the proposed Zone Amendment and Reclassification would result in a significant Project generated VMT:

1. The baseline Project generated VMT per service population (VMT/SP) exceeds the baseline VMT/SP for the City, or
2. The cumulative Project generated VMT /SP exceeds the future year VMT/SP for the City.

Project-generated VMT was determined under the 2040 horizon to account for development under the proposed Project. It was determined that the baseline (2020) plus Project VMT/SP is 10.83 miles while the without Project VMT/SP is 10.88 miles. The Project related VMT/SP is 9.67, which is less than the baseline VMT/SP for the City (see Appendix B for complete results). Therefore, the Project has a less than significant VMT impact under baseline conditions. In regard to projected VMT, the year 2040 plus Project VMT/SP is 11.23 miles while the without Project VMT/SP is 11.30 miles. The Project related VMT/SP is forecasted to be 9.67, which is below the baseline VMT/SP for the City (Appendix B). Therefore, the VMT/SP is estimated to decrease with buildout of the proposed Project thereby resulting in fewer trips (i.e., mobile noise) when compared to buildout under existing land use designations, and VMT impacts would be less than significant. Additionally, a cumulative impact would occur if there would be a net increase in total regional VMT.

The total VMT in the City in the horizon year 2040 without the proposed Zone Amendment and Reclassification would be 2,564,970 (Appendix B). With the proposed Project, the total VMT for the City would be 2,659,363 (Appendix B). Therefore, there would be an increase in total VMT of 94,393 and may be considered significant. However, similar to the approved Housing Element Update, future housing development facilitated by the proposed Project would be required to comply with several General Plan policies which directly aim to reduce VMT. Given that the housing sites of the proposed Project have not changed, all candidate housing sites would still be located in urban and developed areas placing residents closer to employment and commercial areas, further increasing opportunities to reduce VMT and increase the ease of walking, cycling, and use of public transit.

In addition, the zone code amendments and reclassification of the proposed Zone Amendment and Reclassification would be consistent with Measure T-1 (Increase Residential Density) of the California Air Pollution Control Officers Association's (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, and therefore could have a reduction of 0.22 percent for every one percent increase in residential density (CAPCOA 2021). Applying this reduction indicates the proposed Zone Amendments and Reclassification would decrease overall VMT produced by the proposed Project. Cumulative transportation impacts would be reduced to a less than significant level.

Similar to the approved Housing Element Update, future housing projects facilitated by the proposed Zone Amendment and Reclassification would be required to comply with General Plan Circulation Element Policy 5.2-10, Traffic Studies, which requires the preparation of site-specific traffic studies for new development proposals that are determined by the City to have the potential to impact traffic. Future housing development facilitated by the proposed Project would be required to comply with applicable building and fire safety regulations required for the design of new housing and emergency access; and would be required to adhere to all State and local requirements for avoiding construction and operations impacts related to design and incompatible uses. As a result, future housing development facilitated by the proposed Project would not substantially increase hazards due to design features or incompatible uses.

Similar to the approved Housing Element Update, the proposed Project must be in compliance with the California Fire Code and California Building Code regarding new construction and development of emergency access issues associated with earthquakes, flooding, climate/strong winds, and water shortages. Therefore, compliance with the code requirements would ensure adequate access issues, including emergency access. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting transportation. Therefore, the proposed Zone Amendment and Reclassification would not result in new or substantially more severe impacts to transportation, and the proposed Project would therefore be consistent with the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.18 Tribal Cultural Resources**

Chapter 532 Statutes of 2014 (i.e., AB 52) requires that lead agencies evaluate a project's potential impact on "tribal cultural resources." In compliance with PRC Section 21080.3.1(b), the City has provided formal notification to California Native American tribal representatives identified by the California Native American Heritage Commission. Native American groups may have knowledge about cultural resources in the area and may have concerns about adverse effects from development on tribal cultural resources as defined in PRC Section 21074. The City contacted a total of ten (10) tribes and received a response from one, the Gabrieleno Band of Mission Indians – Kizh Nation. While the approved Housing Element Update does not propose any development or ground-disturbing activities such as grading or excavation, it can be assumed that future housing development on the candidate housing sites facilitated by the approved Housing Element Update could directly or indirectly impact undiscovered subsurface tribal cultural resources through such activities. The likelihood of encountering tribal cultural resources is greatest where sites that have been minimally excavated in the past (e.g., undeveloped parcels, vacant lots, and lots containing undeveloped areas). In the likelihood that future housing development would impact tribal resources, compliance with the Measure SC TCR-1 addresses actions associated with tribal resources would mitigate potential impacts.

The 2022 IS-MND found that the following measure shall be implemented as standard condition/condition of approval for future housing projects:

**Measure SC TCR-1** Unanticipated Discovery of Tribal Cultural and Archaeological Resources: Upon discovery of any tribal, cultural, or archaeological resources during ground-disturbing activities, the applicant shall immediately cease such activities in the immediate vicinity. The find will then be assessed by a qualified archeologist retained by the Applicant and a tribal monitor/consultant approved by the consulting tribe. The applicant shall promptly notify the Director of Community and Economic Development to the discovery of resources. If the resources are Native American in origin, the

consulting tribe shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the tribe will request preservation in place or recovery for educational purposes. At the direction of the qualified archaeologist and tribal monitor/consultant, and in coordination with the Community and Economic Development Division, work may continue on other parts of the affected site while evaluation and, if necessary, additional protective measures are completed at the affected portion of the site pursuant to State CEQA Guidelines Section 15064.5 [f]. If a resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource,” time and funding to allow for sufficient implementation of avoidance measures must be made available. The treatment plan established for the resources shall be in accordance with State CEQA Guidelines Section 15064.5(f) for historical resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment upon identification of unique archeological resources (Public Resources Code Section 21083.2(b)). If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. All tribal cultural resources shall be returned to the consulting tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials. Acceptance and curation of the historic archeological materials will be at the discretion of the institution. If no institution accepts the archaeological material, they shall be offered to the consulting tribe or the Pico Rivera History and Heritage Society for educational purposes.

While the candidate housing sites would remain the same as those in the approved Housing Element Update, the proposed Zone Amendment and Reclassification may still have an impact on tribal cultural resources. Development of the proposed Project would require the incorporation of Measure SC CUL-1 (noted above) from the approved Housing Element Update. In addition, all future housing development facilitated by the Housing Element Update would be subject to the City’s development review process and would be required to comply with federal, State, and local requirements for the protection of tribal cultural resources. This includes compliance with CEQA Section 21074 and the City’s Environmental Resources Element, Goal 8.7, which aims to preserve important historical, archaeological, and paleontological resources that contribute to the City’s identity and character. Compliance with this mitigation measure would ensure that impacts to tribal cultural resources would be less than significant.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting tribal cultural resources. Therefore, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to tribal cultural resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.



## Conclusion

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

### 4.19 Utilities and Service Systems

The 2022 IS-MND determined that utilities and service systems impacts from implementation of the approved Housing Element Update would be less than significant with mitigation required (Section 4.19, *Utilities and Service Systems*, of the 2022 IS-MND). Pico Rivera is served by the City of Pico Rivera Water Authority (PRWA), Pico Water District (PWD) and San Gabriel Valley Water Company (SGVWD). All candidate housing sites are located in the services area of either PRWA, PWD or SGVWD. In addition, all but one candidate housing site is currently developed with existing water infrastructure. The approved Housing Element Update is not anticipated to require or result in the relocation or construction of new or expanded water facilities that could cause significant environmental effects. The City of Pico Rivera's Sewer Division is responsible for the collection of wastewater in the City and delivery to the trunk sewer mains of the Los Angeles County Sanitation Districts (LACSD). The forecasted population growth induced by the approved Housing Element Update is 4,942 persons. Additionally, the City's forecast population including future housing development facilitated by the approved Housing Element Update of approximately 69,642 persons would be 542 persons greater than SCAG's forecast population of 69,100 persons by 2040. However, this difference in persons is less than one percent of SCAG's forecast population by 2040 and would not be large enough of a change to significantly impact existing wastewater facilities.

The 2022 IS-MND also determined that project implementation would not require construction or relocation of new or expanded storm drainage facilities as the majority of the candidate housing sites are currently developed and surface flows are directed towards the City's existing facilities. Additionally, development facilitated by the proposed Project would be compliant with all applicable City policies regarding storm drainage such as Municipal Code Chapter 16.04 and the City's Urban Greening Plan. Similarly, the approved Housing Element Update would have a less than significant impact on electrical power, natural gas, and telecommunication facilities as the approved Housing Element Update would be required to be consistent with the City's various programs aimed at ensuring adequate supplies and service infrastructure.

Future housing development would be required to comply with Measure SC UTI-1, which mandates the incorporation of water conservation practices, designs, and technology into proposed structures. Future development satisfying certain criteria would be required to prepare a Water Supply Assessment (WSA) in order to verify sufficient water supply is available to meet the development's water demand. Future housing development would be required to submit specific development plans to the City, PRWA, PWD and/or SGVWD substantiating that adequate water supplies would be available. Future housing development would also be subject to development review and required to comply with requirements related to wastewater treatment during construction and operations, including the City's Sanitary Sewers and Industrial Waste Ordinance (Municipal Code Section 13.28.010) and the Construction General Permit. The City levies connection fees for new or expanded sewer connections, including those to new development. These connection fees help fund the costs associated with providing wastewater facility capacity to both new users requiring new connections, as well as existing users requiring additional capacity. Compliance with the City's regulations regarding the provision of sewer services would ensure the City has capacity to accommodate development of the approved Housing Element Update.

**Zone Code Amendments and Zone Reclassification**

The approved Housing Element Update determined that future housing development would be subject to the City’s development review process and be required to adhere to all federal, State, and local requirements for solid waste reduction and recycling. Considering these requirements, the approved Housing Element Update’s implementation would not generate solid waste in excess of State or local standards, or in excess of local infrastructure’s capacity. In addition, the approved Housing Element Update would have no impact on regulations regarding solid waste, as development facilitated by the approved Housing Element Update would comply with all applicable policies regarding solid waste such as the CalGreen Code, AB 939, and SB 341.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

- Measure SC UTI-1**      Applicant shall include water conservation practices, designs, and technology into the proposed structures. These shall include low-flow showerheads, faucets, appliances, and toilets.
- Measure SC UTI-2**      The City shall not approve development beyond anticipated 2025 growth projections until securing additional water supplies or demonstrating in the UWMPs or project-specific Water Supply Assessment that water supply amounts are available to meet existing and project water demand.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Future housing development facilitated by the proposed Project and the resulting population growth of approximately 6,426 persons, and incrementally increase the use of existing utilities.

Similar to the approved Housing Element Update, all candidate housing sites under the proposed Zone Amendments and Reclassification are located in the services area of either PRWA or PWD. In addition, all but one candidate housing site is currently developed with existing water infrastructure. The proposed Project is not anticipated to require or result in the relocation or construction of new or expanded water facilities that could cause significant environmental effects. In addition, implementation of the proposed Project would not require construction or relocation of new or expanded storm drainage facilities as the majority of the candidate housing sites are currently developed and surface flows are directed towards the City’s existing facilities. Similar to the approved Housing Element Update, the proposed Project would have a less than significant impact on electrical power, natural gas, and telecommunication facilities as the Project would be required to be consistent with the City’s various programs aimed at ensuring adequate supplies and service infrastructure.

The proposed Zone Amendments and Reclassification is anticipated to require of approximately 198 acre-feet (AF) of water per year (Appendix A). According to the PWD 2020 Urban Water Management Plan (UWMP), and as shown in Table 6 through Table 8 below, PWD would have adequate water supplies through 2045 in normal, single dry year, and multiple dry year conditions (PWD 2021).

**Table 6 Normal Year Supply and Demand Comparison (AF)**

	2025	2030	2035	2040	2045
Supply Totals	2,931	2,961	2,990	3,021	3,051

Demand Totals	2,931	2,961	2,990	3,021	3,051
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: Pico Rivera 2021

**Table 7 Single Dry Year Supply and Demand Comparison (AF)**

	2025	2030	2035	2040	2045
Supply Totals	2,930	2,959	2,989	3,020	3,050
Demand Totals	2,930	2,959	2,989	3,020	3,050
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: Pico Rivera 2021

**Table 8 Multiple Dry Years Supply and Demand Comparison (AF)**

		2025	2030	2035	2040	2045
<b>First Year</b>	Supply Total	3,279	3,312	3,345	3,379	3,413
	Demand Totals	3,279	3,312	3,345	3,379	3,413
	Difference	0	0	0	0	0
<b>Second Year</b>	Supply Total	3,275	3,309	3,342	3,376	3,410
	Demand Totals	3,275	3,309	3,342	3,376	3,410
	Difference	0	0	0	0	0
<b>Third Year</b>	Supply Total	3,379	3,414	3,448	3,483	3,518
	Demand Totals	3,379	3,414	3,448	3,483	3,518
	Difference	0	0	0	0	0
<b>Fourth Year</b>	Supply Total	3,260	3,293	3,326	3,360	3,394
	Demand Totals	3,260	3,293	3,326	3,360	3,394
	Difference	0	0	0	0	0
<b>Fifth Year</b>	Supply Total	2,848	2,877	2,906	2,936	2,965
	Demand Totals	2,848	2,877	2,906	2,936	2,965
	Difference	0	0	0	0	0

Source: Pico Rivera 2021

PWD has reduced its reliance on imported water supplies, through the Water Replenishment District of Southern California’s (WRD) replacement of imported water with recycled water for groundwater replenishment purposes. WRD primary water supply is collected from the Central Basin. In each drought cycle the Central Basin has been managed to maintain water levels. Therefore, based on historical and on-going management practices, PWD will be able to rely on the Central Basin for adequate supply over the next 25 years under single dry years and a five consecutive year drought periods. In addition, the proposed Zone Amendments and Reclassification would incorporate Measures SC UTI-1 and UTI-2 to ensure that water would be used efficiently, and that development facilitated by the Project would not have a significant impact on supplies. Impacts to water supply and reliability would be less than significant.

**Zone Code Amendments and Zone Reclassification**

Wastewater creation is conservatively assumed to be 100 percent of total water consumption. Thus, it can be anticipated that the proposed Zone Amendments and Reclassification would result in approximately 64,558,222 gallons (or 198 AF) of wastewater per year, or 176,872 gallons of wastewater per day. Similar to the approved Housing Element Update, wastewater from the proposed Project would be collected locally and delivered to the regional trunk lines, and wastewater flows south toward LASCD's Los Coyotes Water Reclamation Plant in the City of Cerritos. Los Coyotes Water Reclamation Plant currently provides primary, secondary, and tertiary treatment for a design capacity of 37.5 million gallons of wastewater per day. The proposed Zone Amendments and Reclassification would utilize approximately 0.5 percent of the Los Coyotes Water Reclamation Plant current daily capacity. Future housing development under the proposed Project would be subject to development review and would be required to comply with requirements related to wastewater treatment during construction and operations, including the City's Sanitary Sewers and Industrial Waste Ordinance (Municipal Code Section 13.28.010) and the Construction General Permit. The City levies connection fees for new or expanded sewer connections, including those to new development (Municipal Code Sections 13.16.120 and 13.16.140). These connection fees help fund the costs associated with providing wastewater facility capacity to both new users requiring new connections, as well as existing users requiring additional capacity. Considering these requirements, and the available capacity previously discussed, no new expansions of infrastructure facilities are required, and no direct physical impact on the environment would occur. Therefore, impacts would be less than significant.

Solid waste generated within the City is collected by NASA Services Inc. The residential, commercial, and industrial services include curbside collection of waste, commingled recyclables, and green waste. Pico Rivera has a number of waste diversion programs in place to minimize the need for landfill disposal of solid wastes, including a Demolition and Recycling ordinance in compliance with AB 939. The proposed Project would generate approximately 433 tons of water per year (Appendix A). It is anticipated that solid waste from future housing development would be disposed of at the closest landfills: Savage Canyon Landfill, Scholl Canyon Landfill, and the Azusa Land Reclamation Company Landfill. The Savage Canyon Landfill is permitted to receive 350 tons per day and has a remaining capacity of approximately four million tons. The Scholl Canyon Landfill is permitted to receive 3,400 tons per day and has a remaining capacity of approximately four million tons. The Azusa Land Reclamation Company Landfill is permitted to receive 8,000 tons per day and has a remaining capacity of approximately 59 million tons (County of Los Angeles Public Works 2019). All solid waste facilities have adequate remaining capacity to accommodate development facilitated by the proposed Zone Amendments and Reclassification. Impacts would be less than significant.

Regulations specifically applicable to the proposed Project include the California Integrated Waste Management Act of 1989 (AB 939), Section 4.408 of the CalGreen Code, and SB 341, which requires multi-family residential development and commercial uses to implement recycling programs. The Integrated Waste Management Act, which requires every city and county in the State to prepare a Source Reduction and Recycling Element (SRRE) to its Solid Waste Management Plan, identifies how each jurisdiction will meet the State's mandatory waste diversion goal of 50 percent by and after the year 2000. The diversion goal has been increased to 75 percent by 2020 by SB 341. The 2019 CalGreen Code Section 4.408 requires preparation of a Construction Waste Management Plan that outlines ways in which the contractor would recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition debris. As previously noted, the Project would not result in direct housing construction but would facilitate future housing development. During the construction phase of future housing development, projects would comply with the CalGreen Code through the recycling and reuse of at least 65 percent of the nonhazardous

construction and demolition debris from the Project site. No conflict with statutes and regulations related to solid waste would occur.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting utilities and service systems. As a result, the proposed Zone Amendments and Reclassification would not introduce new impacts or substantially increased impacts related to utilities and other service systems and would be consistent with the impact analysis provided in the 2022 IS-MND for the approved Housing Element. Impacts would be less than significant.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## **4.20 Wildfire**

The approved 2022 IS-MND determined that the approved Housing Element Update would have no impact to any emergency response or evacuation plans, would not exacerbate wildfire risks, and would not expose people or structures to significant risk of flooding or landslides. According to CalFire Fire Hazard Severity Zone Map for Los Angeles County, the City is in a Non-Very High Fire Hazard Severity Zone (Non-VHFHSZ) within a local responsibility area (LRA). No candidate housing sites are near a fire hazard severity zone. There would be no impact to wildfire and mitigation would not be required.

Similar to the area of the approved Housing Element Update, the area for the proposed Zone Amendments and Reclassification includes urbanized development with residential uses. All 69 candidate housing sites would remain the same as in the approved Housing Element Update. The City is in a Non-VHFHSZ within a LRA. No candidate housing sites are near a fire hazard severity zone. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact regarding wildfire. Therefore, the proposed Project would not introduce new impacts or substantially increased impacts related to wildfire and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

No Impact (Same as Approved Housing Element Update)

## 5 Conclusion

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As discussed in detail in Section 4, *Environmental Checklist and Impacts of the Proposed Project*, potential impacts associated with the proposed Zone Amendments and Reclassification are consistent with potential impacts characterized and mitigated for in the 2022 IS-MND for the approved Housing Element Update. Substantive revisions to the 2022 IS-MND are not necessary because no new significant impacts or impacts of substantially greater severity than previously described would occur as a result of the proposed Project. Therefore, the following determinations have been found to be applicable:

- No further evaluation of environmental impacts is required for the proposed Project;
- No subsequent EIR or MND is necessary per Section 15162 of the CEQA Guidelines; and
- This Addendum is the appropriate level of environmental analysis and documentation for the proposed Project in accordance with Section 15164 of the CEQA Guidelines.

Pursuant to Section 15164(c) of the CEQA Guidelines, this Addendum will be included in the public record for the approved Housing Element Update. Documents related to this Addendum will be available at the City of Pico Rivera located at 6615 Passons Boulevard, Pico Rivera, California 90660.

## 6 References and Preparers

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### 6.1 References

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### 6.2 List of Preparers

This Addendum was prepared by Rincon Consultants, Inc. under contract to the City of Pico Rivera. Persons and firms involved in data gathering, analysis, project management, and quality control include:

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# Appendix A

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CalEEMod Results

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# Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report

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# 1. Basic Project Information

## 1.1. Basic Project Information

Data Field	Value
Project Name	Pico Rivera Zone Code Amendments and Zone Reclassification Project
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	1.80
Precipitation (days)	18.2
Location	Pico Rivera, CA, USA
County	Los Angeles-South Coast
City	Pico Rivera
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	4803
EDFZ	7
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas

## 1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Apartments Mid Rise	1,332	Dwelling Unit	91.7	1,278,720	0.00	0.00	4,942	—
Apartments Low Rise	400	Dwelling Unit	12.0	480,000	0.00	0.00	1,484	—

### 1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

## 2. Emissions Summary

### 2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	8.12	18.8	39.8	111	0.07	1.81	21.1	21.7	1.66	10.2	11.8	—	28,078	28,078	1.18	1.51	85.7	28,635
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	8.06	18.7	37.4	96.2	0.07	1.59	21.1	21.5	1.47	5.02	5.39	—	27,048	27,048	1.10	1.51	2.22	27,516
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.50	13.3	21.0	69.3	0.05	0.92	15.0	15.2	0.85	3.55	3.81	—	19,518	19,518	0.78	1.08	24.5	19,874
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.00	2.43	3.84	12.6	0.01	0.17	2.73	2.78	0.15	0.65	0.69	—	3,231	3,231	0.13	0.18	4.05	3,290

### 2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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2023	4.80	4.03	39.8	36.9	0.06	1.81	19.9	21.7	1.66	10.2	11.8	—	6,887	6,887	0.28	0.06	1.22	6,914
2024	8.12	6.98	34.4	111	0.07	1.45	17.9	18.5	1.33	4.26	5.05	—	25,978	25,978	1.07	1.43	85.7	26,518
2025	7.73	6.65	22.5	103	0.07	0.52	17.9	18.4	0.44	4.26	4.70	—	25,514	25,514	1.07	1.43	79.2	26,048
2026	6.88	5.84	21.1	96.6	0.07	0.46	17.9	18.3	0.39	4.26	4.65	—	25,065	25,065	1.04	1.43	72.8	25,592
2027	7.76	18.8	21.5	107	0.07	0.40	21.1	21.5	0.37	5.02	5.39	—	28,078	28,078	1.18	1.51	76.7	28,635
2028	7.51	18.5	20.6	101	0.07	0.36	21.1	21.5	0.33	5.02	5.35	—	27,590	27,590	0.50	1.51	69.7	28,122
2029	7.27	18.3	19.4	95.6	0.07	0.33	21.1	21.5	0.31	5.02	5.33	—	27,111	27,111	0.49	1.51	63.0	27,636
2030	6.38	18.0	18.3	90.7	0.07	0.31	21.1	21.5	0.29	5.02	5.31	—	26,642	26,642	0.49	1.47	56.8	27,148
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	4.54	3.81	37.4	32.8	0.06	1.59	9.47	11.1	1.47	3.72	5.18	—	6,872	6,872	0.28	0.06	0.03	6,898
2024	8.06	6.89	34.4	96.2	0.07	1.45	17.9	18.5	1.33	4.26	5.05	—	25,061	25,061	1.10	1.46	2.22	25,526
2025	7.67	6.59	23.4	89.9	0.07	0.52	17.9	18.4	0.44	4.26	4.70	—	24,618	24,618	1.10	1.46	2.05	25,083
2026	6.87	5.80	21.9	84.8	0.07	0.46	17.9	18.3	0.39	4.26	4.65	—	24,190	24,190	1.07	1.43	1.89	24,646
2027	7.69	18.7	23.0	93.2	0.07	0.40	21.1	21.5	0.37	5.02	5.39	—	27,048	27,048	0.61	1.51	1.99	27,516
2028	7.47	18.4	21.6	88.7	0.07	0.36	21.1	21.5	0.33	5.02	5.35	—	26,581	26,581	0.53	1.51	1.80	27,046
2029	6.59	18.2	20.3	83.5	0.07	0.33	21.1	21.5	0.31	5.02	5.33	—	26,121	26,121	0.53	1.51	1.63	26,586
2030	6.31	17.9	19.2	79.1	0.07	0.31	21.1	21.5	0.29	5.02	5.31	—	25,669	25,669	0.49	1.47	1.47	26,120
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	2.58	2.17	21.0	18.9	0.03	0.92	5.08	6.00	0.85	2.37	3.22	—	3,184	3,184	0.13	0.03	0.28	3,197
2024	4.85	4.13	20.5	55.3	0.05	0.62	10.7	11.3	0.58	2.89	3.47	—	13,688	13,688	0.59	0.71	17.7	13,932
2025	5.46	4.69	17.1	66.8	0.05	0.37	12.6	13.0	0.31	3.00	3.32	—	17,756	17,756	0.78	1.02	24.5	18,106
2026	4.89	4.13	16.0	62.9	0.05	0.33	12.6	13.0	0.28	3.00	3.28	—	17,446	17,446	0.76	1.02	22.5	17,793
2027	5.50	13.3	16.5	69.3	0.05	0.28	14.9	15.2	0.26	3.54	3.81	—	19,518	19,518	0.43	1.08	23.6	19,874
2028	5.33	13.2	15.5	65.8	0.05	0.26	15.0	15.2	0.24	3.55	3.79	—	19,233	19,233	0.38	1.08	21.6	19,586
2029	4.68	13.0	14.5	62.0	0.05	0.24	14.9	15.2	0.22	3.54	3.76	—	18,848	18,848	0.38	1.08	19.5	19,197
2030	1.50	3.86	5.75	19.7	0.02	0.13	4.25	4.38	0.12	1.01	1.13	—	5,705	5,705	0.12	0.30	4.96	5,802

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	0.47	0.40	3.84	3.45	0.01	0.17	0.93	1.10	0.15	0.43	0.59	—	527	527	0.02	< 0.005	0.05	529
2024	0.89	0.75	3.74	10.1	0.01	0.11	1.95	2.06	0.11	0.53	0.63	—	2,266	2,266	0.10	0.12	2.93	2,307
2025	1.00	0.86	3.12	12.2	0.01	0.07	2.30	2.37	0.06	0.55	0.61	—	2,940	2,940	0.13	0.17	4.05	2,998
2026	0.89	0.75	2.93	11.5	0.01	0.06	2.30	2.36	0.05	0.55	0.60	—	2,888	2,888	0.13	0.17	3.72	2,946
2027	1.00	2.43	3.00	12.6	0.01	0.05	2.72	2.78	0.05	0.65	0.69	—	3,231	3,231	0.07	0.18	3.91	3,290
2028	0.97	2.41	2.82	12.0	0.01	0.05	2.73	2.78	0.04	0.65	0.69	—	3,184	3,184	0.06	0.18	3.57	3,243
2029	0.85	2.37	2.65	11.3	0.01	0.04	2.72	2.77	0.04	0.65	0.69	—	3,120	3,120	0.06	0.18	3.22	3,178
2030	0.27	0.70	1.05	3.60	< 0.005	0.02	0.78	0.80	0.02	0.18	0.21	—	944	944	0.02	0.05	0.82	961

## 2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.2	51.1	36.4	114	0.23	2.90	0.07	2.97	2.91	0.01	2.92	1,003	55,415	56,418	88.9	0.49	12.7	58,800
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.22	42.6	35.5	15.6	0.23	2.87	0.07	2.94	2.87	0.01	2.88	1,003	55,145	56,148	88.9	0.47	12.6	58,523
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	7.11	46.8	8.12	71.2	0.05	0.63	0.07	0.70	0.63	0.01	0.65	1,003	19,783	20,786	88.2	0.42	12.6	23,129
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.30	8.55	1.48	13.0	0.01	0.11	0.01	0.13	0.12	< 0.005	0.12	166	3,275	3,441	14.6	0.07	2.09	3,829

## 2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.07	0.06	0.04	0.59	< 0.005	< 0.005	0.07	0.07	< 0.005	0.01	0.01	—	170	170	0.01	0.01	0.09	172
Area	12.5	50.8	31.0	111	0.20	2.46	—	2.46	2.48	—	2.48	0.00	38,420	38,420	0.73	0.10	—	38,467
Energy	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	16,184	16,184	1.18	0.08	—	16,239
Water	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Waste	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Total	13.2	51.1	36.4	114	0.23	2.90	0.07	2.97	2.91	0.01	2.92	1,003	55,415	56,418	88.9	0.49	12.7	58,800
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.07	0.06	0.04	0.53	< 0.005	< 0.005	0.07	0.07	< 0.005	0.01	0.01	—	163	163	0.01	0.01	< 0.005	165
Area	3.52	42.2	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Energy	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	16,184	16,184	1.18	0.08	—	16,239
Water	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Waste	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Total	4.22	42.6	35.5	15.6	0.23	2.87	0.07	2.94	2.87	0.01	2.88	1,003	55,145	56,148	88.9	0.47	12.6	58,523
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.07	0.06	0.05	0.55	< 0.005	< 0.005	0.07	0.07	< 0.005	0.01	0.01	—	165	165	0.01	0.01	0.04	167
Area	6.41	46.4	2.69	68.4	0.02	0.19	—	0.19	0.20	—	0.20	0.00	2,793	2,793	0.06	0.02	—	2,801
Energy	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	16,184	16,184	1.18	0.08	—	16,239
Water	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883

Waste	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Total	7.11	46.8	8.12	71.2	0.05	0.63	0.07	0.70	0.63	0.01	0.65	1,003	19,783	20,786	88.2	0.42	12.6	23,129
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.01	0.01	0.01	0.10	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.3	27.3	< 0.005	< 0.005	0.01	27.6
Area	1.17	8.48	0.49	12.5	< 0.005	0.03	—	0.03	0.04	—	0.04	0.00	462	462	0.01	< 0.005	—	464
Energy	0.11	0.06	0.98	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	2,679	2,679	0.20	0.01	—	2,688
Water	—	—	—	—	—	—	—	—	—	—	—	22.8	106	129	0.09	0.05	—	146
Waste	—	—	—	—	—	—	—	—	—	—	—	143	0.00	143	14.3	0.00	—	501
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.09	2.09
Total	1.30	8.55	1.48	13.0	0.01	0.11	0.01	0.13	0.12	< 0.005	0.12	166	3,275	3,441	14.6	0.07	2.09	3,829

### 3. Construction Emissions Details

#### 3.1. Demolition (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.39	2.84	27.3	23.5	0.03	1.20	—	1.20	1.10	—	1.10	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	3.39	2.84	27.3	23.5	0.03	1.20	—	1.20	1.10	—	1.10	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.93	0.78	7.49	6.44	0.01	0.33	—	0.33	0.30	—	0.30	—	938	938	0.04	0.01	—	942
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.37	1.17	< 0.005	0.06	—	0.06	0.06	—	0.06	—	155	155	0.01	< 0.005	—	156
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.08	1.23	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	217	217	0.01	0.01	0.92	220
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.09	1.04	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	205	205	0.01	0.01	0.02	208
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00



Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.03	0.30	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	57.1	57.1	< 0.005	< 0.005	0.11	57.8	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.45	9.45	< 0.005	< 0.005	0.02	9.58	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

### 3.3. Site Preparation (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.70	3.95	39.7	35.5	0.05	1.81	—	1.81	1.66	—	1.66	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movement	—	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.77	0.65	6.53	5.83	0.01	0.30	—	0.30	0.27	—	0.27	—	870	870	0.04	0.01	—	873
Dust From Material Movement	—	—	—	—	—	—	3.23	3.23	—	1.66	1.66	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.19	1.06	< 0.005	0.05	—	0.05	0.05	—	0.05	—	144	144	0.01	< 0.005	—	145
Dust From Material Movement	—	—	—	—	—	—	0.59	0.59	—	0.30	0.30	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.10	0.08	0.09	1.43	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	253	253	0.01	0.01	1.07	257
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.02	0.21	0.00	0.00	0.04	0.04	0.00	0.01	0.01	—	39.9	39.9	< 0.005	< 0.005	0.08	40.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.61	6.61	< 0.005	< 0.005	0.01	6.70
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.5. Grading (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.43	3.72	37.3	31.4	0.06	1.59	—	1.59	1.47	—	1.47	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.43	3.72	37.3	31.4	0.06	1.59	—	1.59	1.47	—	1.47	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.82	0.69	6.93	5.84	0.01	0.30	—	0.30	0.27	—	0.27	—	1,227	1,227	0.05	0.01	—	1,231
Dust From Material Movement	—	—	—	—	—	—	1.71	1.71	—	0.68	0.68	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.27	1.07	< 0.005	0.05	—	0.05	0.05	—	0.05	—	203	203	0.01	< 0.005	—	204
Dust From Material Movement	—	—	—	—	—	—	0.31	0.31	—	0.12	0.12	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	0.10	1.63	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	289	289	0.01	0.01	1.22	293
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	0.12	1.39	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	274	274	0.01	0.01	0.03	277
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.27	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	51.6	51.6	< 0.005	< 0.005	0.10	52.3

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.55	8.55	< 0.005	< 0.005	0.02	8.66
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.7. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.19	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.19	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—

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Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.01	0.85	8.25	7.26	0.01	0.35	—	0.35	0.32	—	0.32	—	1,588	1,588	0.06	0.01	—	1,594	
Dust From Material Movement	—	—	—	—	—	—	2.22	2.22	—	0.88	0.88	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.18	0.15	1.51	1.33	< 0.005	0.06	—	0.06	0.06	—	0.06	—	263	263	0.01	< 0.005	—	264	
Dust From Material Movement	—	—	—	—	—	—	0.40	0.40	—	0.16	0.16	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.10	0.09	0.10	1.51	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	282	282	0.01	0.01	1.11	287	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.10	0.09	0.11	1.28	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	268	268	0.01	0.01	0.03	271	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.03	0.32	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	65.4	65.4	< 0.005	< 0.005	0.12	66.3	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.8	10.8	< 0.005	< 0.005	0.02	11.0	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

### 3.9. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.44	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.44	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.68	0.57	5.34	6.24	0.01	0.24	—	0.24	0.22	—	0.22	—	1,140	1,140	0.05	0.01	—	1,144
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.97	1.14	< 0.005	0.04	—	0.04	0.04	—	0.04	—	189	189	0.01	< 0.005	—	189
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	6.21	5.59	5.97	94.1	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	17,608	17,608	0.73	0.59	69.5	17,871
Vendor	0.47	0.18	7.03	3.45	0.04	0.08	1.58	1.67	0.08	0.44	0.52	—	5,973	5,973	0.24	0.82	16.2	6,241
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	6.16	5.51	7.07	79.5	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,688	16,688	0.76	0.62	1.80	16,893
Vendor	0.47	0.18	7.31	3.53	0.04	0.08	1.58	1.67	0.08	0.44	0.52	—	5,976	5,976	0.24	0.82	0.42	6,228
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.92	2.61	3.35	39.8	0.00	0.00	7.66	7.66	0.00	1.79	1.79	—	8,053	8,053	0.36	0.29	14.2	8,164
Vendor	0.22	0.09	3.52	1.66	0.02	0.04	0.75	0.79	0.04	0.21	0.25	—	2,841	2,841	0.12	0.39	3.31	2,964
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.53	0.48	0.61	7.26	0.00	0.00	1.40	1.40	0.00	0.33	0.33	—	1,333	1,333	0.06	0.05	2.36	1,352
Vendor	0.04	0.02	0.64	0.30	< 0.005	0.01	0.14	0.14	0.01	0.04	0.04	—	470	470	0.02	0.06	0.55	491
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00



### 3.11. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.96	0.80	7.46	9.31	0.02	0.31	—	0.31	0.28	—	0.28	—	1,713	1,713	0.07	0.01	—	1,719
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.18	0.15	1.36	1.70	< 0.005	0.06	—	0.06	0.05	—	0.05	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.97	5.35	5.40	86.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	17,242	17,242	0.73	0.59	63.1	17,500
Vendor	0.42	0.17	6.68	3.27	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,874	5,874	0.24	0.82	16.1	6,142
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.91	5.29	5.99	73.6	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,343	16,343	0.76	0.62	1.64	16,548
Vendor	0.42	0.17	6.96	3.30	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,877	5,877	0.24	0.82	0.42	6,129
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.20	3.76	4.62	55.2	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,847	11,847	0.54	0.42	19.5	12,006
Vendor	0.30	0.12	5.00	2.33	0.03	0.06	1.12	1.18	0.03	0.31	0.34	—	4,197	4,197	0.17	0.59	4.98	4,381
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.77	0.69	0.84	10.1	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,961	1,961	0.09	0.07	3.23	1,988
Vendor	0.05	0.02	0.91	0.43	0.01	0.01	0.20	0.22	0.01	0.06	0.06	—	695	695	0.03	0.10	0.82	725
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.13. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.77	7.04	9.26	0.02	0.27	—	0.27	0.25	—	0.25	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.28	1.69	< 0.005	0.05	—	0.05	0.05	—	0.05	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.18	4.59	4.84	80.5	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,896	16,896	0.70	0.59	57.2	17,147
Vendor	0.42	0.17	6.36	3.08	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,772	5,772	0.24	0.82	15.6	6,040
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.18	4.56	5.43	68.7	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,017	16,017	0.73	0.59	1.48	16,213

Vendor	0.41	0.16	6.65	3.15	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,775	5,775	0.24	0.82	0.40	6,027
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.68	3.24	4.22	51.4	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,610	11,610	0.52	0.42	17.7	11,766
Vendor	0.30	0.12	4.78	2.23	0.03	0.06	1.12	1.18	0.03	0.31	0.34	—	4,124	4,124	0.17	0.59	4.81	4,308
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.67	0.59	0.77	9.38	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,922	1,922	0.09	0.07	2.92	1,948
Vendor	0.05	0.02	0.87	0.41	0.01	0.01	0.20	0.22	0.01	0.06	0.06	—	683	683	0.03	0.10	0.80	713
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.15. Building Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.88	0.74	6.71	9.24	0.02	0.24	—	0.24	0.22	—	0.22	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.13	1.22	1.69	< 0.005	0.04	—	0.04	0.04	—	0.04	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.02	4.43	4.30	74.9	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,572	16,572	0.70	0.59	51.6	16,818
Vendor	0.37	0.17	6.09	2.90	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,661	5,661	0.24	0.78	14.8	5,915
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.96	4.34	5.37	63.5	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,711	15,711	0.22	0.59	1.34	15,894
Vendor	0.36	0.16	6.34	2.97	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,664	5,664	0.24	0.78	0.38	5,903
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.54	3.10	3.84	47.6	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,388	11,388	0.16	0.42	15.9	11,534
Vendor	0.27	0.12	4.55	2.10	0.03	0.03	1.12	1.15	0.03	0.31	0.34	—	4,044	4,044	0.17	0.56	4.55	4,220
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.65	0.57	0.70	8.69	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,885	1,885	0.03	0.07	2.63	1,910

Vendor	0.05	0.02	0.83	0.38	0.01	0.01	0.20	0.21	0.01	0.06	0.06	—	670	670	0.03	0.09	0.75	699
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.17. Building Construction (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	0.99	8.92	12.9	0.02	0.30	—	0.30	0.28	—	0.28	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	0.99	8.92	12.9	0.02	0.30	—	0.30	0.28	—	0.28	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.85	0.71	6.39	9.26	0.02	0.22	—	0.22	0.20	—	0.20	—	1,717	1,717	0.07	0.01	—	1,723
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.17	1.69	< 0.005	0.04	—	0.04	0.04	—	0.04	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.85	4.26	4.25	70.3	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,276	16,276	0.16	0.59	46.4	16,502
Vendor	0.37	0.13	5.82	2.80	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,529	5,529	0.20	0.78	14.0	5,779
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.82	4.23	4.84	59.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,431	15,431	0.19	0.59	1.20	15,614
Vendor	0.36	0.12	6.06	2.83	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,532	5,532	0.20	0.78	0.36	5,770
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.44	3.01	3.45	44.8	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,216	11,216	0.14	0.42	14.4	11,360
Vendor	0.26	0.09	4.37	2.00	0.03	0.03	1.12	1.15	0.03	0.31	0.34	—	3,961	3,961	0.14	0.56	4.31	4,136
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.63	0.55	0.63	8.17	0.00	0.00	2.11	2.11	0.00	0.49	0.49	—	1,857	1,857	0.02	0.07	2.38	1,881
Vendor	0.05	0.02	0.80	0.37	0.01	0.01	0.21	0.21	0.01	0.06	0.06	—	656	656	0.02	0.09	0.71	685
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.19. Building Construction (2029) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	1.15	0.97	8.58	12.9	0.02	0.28	—	0.28	0.25	—	0.25	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.15	0.97	8.58	12.9	0.02	0.28	—	0.28	0.25	—	0.25	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.82	0.69	6.13	9.22	0.02	0.20	—	0.20	0.18	—	0.18	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.12	1.68	< 0.005	0.04	—	0.04	0.03	—	0.03	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.69	4.10	3.71	65.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,999	15,999	0.16	0.59	41.5	16,220
Vendor	0.37	0.13	5.53	2.67	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,382	5,382	0.19	0.78	13.2	5,632
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.12	4.04	4.28	55.7	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,170	15,170	0.19	0.59	1.08	15,352



Vendor	0.36	0.12	5.79	2.73	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,386	5,386	0.19	0.78	0.34	5,624
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.93	2.87	3.05	41.7	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,995	10,995	0.14	0.42	12.8	11,138
Vendor	0.26	0.09	4.16	1.93	0.03	0.03	1.12	1.15	0.03	0.31	0.34	—	3,846	3,846	0.14	0.56	4.06	4,019
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.53	0.52	0.56	7.62	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,820	1,820	0.02	0.07	2.12	1,844
Vendor	0.05	0.02	0.76	0.35	0.01	0.01	0.20	0.21	0.01	0.06	0.06	—	637	637	0.02	0.09	0.67	665
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.21. Building Construction (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.39	12.9	0.02	0.26	—	0.26	0.24	—	0.24	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.39	12.9	0.02	0.26	—	0.26	0.24	—	0.24	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.22	0.19	1.68	2.57	< 0.005	0.05	—	0.05	0.05	—	0.05	—	478	478	0.02	< 0.005	—	480
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.31	0.47	< 0.005	0.01	—	0.01	0.01	—	0.01	—	79.2	79.2	< 0.005	< 0.005	—	79.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.01	3.93	3.18	61.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,739	15,739	0.16	0.59	36.9	15,956
Vendor	0.32	0.12	5.30	2.57	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,225	5,225	0.19	0.74	12.4	5,461
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.96	3.88	3.74	52.1	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	14,925	14,925	0.16	0.59	0.96	15,107
Vendor	0.32	0.12	5.55	2.63	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,228	5,228	0.19	0.74	0.32	5,453
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.78	0.77	0.75	10.9	0.00	0.00	3.22	3.22	0.00	0.75	0.75	—	3,023	3,023	0.03	0.12	3.18	3,062
Vendor	0.06	0.02	1.11	0.52	0.01	0.01	0.31	0.32	0.01	0.09	0.09	—	1,043	1,043	0.04	0.15	1.07	1,089
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.14	0.14	2.00	0.00	0.00	0.59	0.59	0.00	0.14	0.14	—	500	500	0.01	0.02	0.53	507

Vendor	0.01	< 0.005	0.20	0.09	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	173	173	0.01	0.02	0.18	180
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.23. Paving (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.77	0.64	6.28	9.90	0.01	0.22	—	0.22	0.20	—	0.20	—	1,511	1,511	0.06	0.01	—	1,516
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.89	2.98	< 0.005	0.07	—	0.07	0.06	—	0.06	—	455	455	0.02	< 0.005	—	457
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.35	0.54	< 0.005	0.01	—	0.01	0.01	—	0.01	—	75.4	75.4	< 0.005	< 0.005	—	75.6
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.04	0.74	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	189	189	< 0.005	0.01	0.44	192
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.20	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	54.9	54.9	< 0.005	< 0.005	0.06	55.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.09	9.09	< 0.005	< 0.005	0.01	9.21
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.25. Architectural Coating (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.11	0.83	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134

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Architectural	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.11	0.83	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.08	0.59	0.80	< 0.005	0.01	—	0.01	0.01	—	0.01	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	—	8.67	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	—	1.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	1.00	0.89	0.86	15.0	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,314	3,314	0.14	0.12	10.3	3,364
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.99	0.87	1.07	12.7	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,142	3,142	0.04	0.12	0.27	3,179
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.71	0.62	0.77	9.53	0.00	0.00	2.30	2.30	0.00	0.54	0.54	—	2,278	2,278	0.03	0.08	3.18	2,307
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.11	0.14	1.74	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	377	377	0.01	0.01	0.53	382
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.27. Architectural Coating (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.81	1.12	< 0.005	0.02	—	0.02	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134

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Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.81	1.12	< 0.005	0.02	—	0.02	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.58	0.80	< 0.005	0.01	—	0.01	0.01	—	0.01	—	95.6	95.6	< 0.005	< 0.005	—	96.0
Architectural Coatings	—	8.70	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.9
Architectural Coatings	—	1.59	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.97	0.85	0.85	14.1	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,255	3,255	0.03	0.12	9.28	3,300
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.96	0.85	0.97	12.0	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,086	3,086	0.04	0.12	0.24	3,123
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.69	0.60	0.69	8.96	0.00	0.00	2.31	2.31	0.00	0.54	0.54	—	2,243	2,243	0.03	0.08	2.88	2,272
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.11	0.13	1.63	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	371	371	< 0.005	0.01	0.48	376
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.29. Architectural Coating (2029) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—



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Off-Road Equipment	0.12	0.10	0.79	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.79	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.07	0.57	0.79	< 0.005	0.01	—	0.01	0.01	—	0.01	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	—	8.67	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.10	0.14	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	—	1.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.94	0.82	0.74	13.2	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,200	3,200	0.03	0.12	8.31	3,244
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.82	0.81	0.86	11.1	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,034	3,034	0.04	0.12	0.22	3,070
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.59	0.57	0.61	8.35	0.00	0.00	2.30	2.30	0.00	0.54	0.54	—	2,199	2,199	0.03	0.08	2.57	2,228
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.10	0.11	1.52	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	364	364	< 0.005	0.01	0.42	369
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.31. Architectural Coating (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.12	0.10	0.78	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.78	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.16	0.23	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	27.4	27.4	< 0.005	< 0.005	—	27.5
Architectural Coatings	—	2.50	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.03	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.54	4.54	< 0.005	< 0.005	—	4.56
Architectural Coatings	—	0.46	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.80	0.79	0.64	12.4	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,148	3,148	0.03	0.12	7.39	3,191
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.79	0.78	0.75	10.4	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	2,985	2,985	0.03	0.12	0.19	3,021
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.16	0.16	0.15	2.25	0.00	0.00	0.66	0.66	0.00	0.16	0.16	—	622	622	0.01	0.02	0.65	630
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.03	0.41	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	103	103	< 0.005	< 0.005	0.11	104
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

## 4. Operations Emissions Details

### 4.1. Mobile Emissions by Land Use

#### 4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

### 4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	7,117	7,117	0.44	0.05	—	7,144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	2,236	2,236	0.14	0.02	—	2,244
Total	—	—	—	—	—	—	—	—	—	—	—	—	9,353	9,353	0.58	0.07	—	9,388
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	7,117	7,117	0.44	0.05	—	7,144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	2,236	2,236	0.14	0.02	—	2,244
Total	—	—	—	—	—	—	—	—	—	—	—	—	9,353	9,353	0.58	0.07	—	9,388
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	1,178	1,178	0.07	0.01	—	1,183
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	370	370	0.02	< 0.005	—	372
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,548	1,548	0.10	0.01	—	1,554

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.44	0.22	3.74	1.59	0.02	0.30	—	0.30	0.30	—	0.30	—	4,741	4,741	0.42	0.01	—	4,755
Apartments Low Rise	0.19	0.10	1.65	0.70	0.01	0.13	—	0.13	0.13	—	0.13	—	2,090	2,090	0.18	< 0.005	—	2,096
Total	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	6,832	6,832	0.60	0.01	—	6,851
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.44	0.22	3.74	1.59	0.02	0.30	—	0.30	0.30	—	0.30	—	4,741	4,741	0.42	0.01	—	4,755
Apartments Low Rise	0.19	0.10	1.65	0.70	0.01	0.13	—	0.13	0.13	—	0.13	—	2,090	2,090	0.18	< 0.005	—	2,096
Total	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	6,832	6,832	0.60	0.01	—	6,851
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.08	0.04	0.68	0.29	< 0.005	0.06	—	0.06	0.06	—	0.06	—	785	785	0.07	< 0.005	—	787
Apartments Low Rise	0.04	0.02	0.30	0.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	346	346	0.03	< 0.005	—	347
Total	0.11	0.06	0.98	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,131	1,131	0.10	< 0.005	—	1,134

### 4.3. Area Emissions by Source

#### 4.3.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	3.52	1.76	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Consumer Products	—	37.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	2.85	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	9.00	8.52	0.92	98.5	< 0.005	0.03	—	0.03	0.05	—	0.05	—	263	263	0.01	0.02	—	270
Total	12.5	50.8	31.0	111	0.20	2.46	—	2.46	2.48	—	2.48	0.00	38,420	38,420	0.73	0.10	—	38,467
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	3.52	1.76	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Consumer Products	—	37.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	2.85	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	3.52	42.2	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.04	0.02	0.38	0.16	< 0.005	0.03	—	0.03	0.03	—	0.03	0.00	433	433	0.01	< 0.005	—	433

Consum Products	—	6.87	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.13	1.07	0.12	12.3	< 0.005	< 0.005	—	< 0.005	0.01	—	0.01	—	29.8	29.8	< 0.005	< 0.005	—	30.6
Total	1.17	8.48	0.49	12.5	< 0.005	0.03	—	0.03	0.04	—	0.04	0.00	462	462	0.01	< 0.005	—	464

#### 4.4. Water Emissions by Land Use

##### 4.4.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	106	493	599	0.40	0.24	—	679
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	31.9	148	180	0.12	0.07	—	204
Total	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	106	493	599	0.40	0.24	—	679



Apartments	—	—	—	—	—	—	—	—	—	—	—	31.9	148	180	0.12	0.07	—	204
Total	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	17.6	81.6	99.1	0.07	0.04	—	112
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	5.28	24.5	29.8	0.02	0.01	—	33.7
Total	—	—	—	—	—	—	—	—	—	—	—	22.8	106	129	0.09	0.05	—	146

### 4.5. Waste Emissions by Land Use

#### 4.5.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	665	0.00	665	66.5	0.00	—	2,328
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	200	0.00	200	20.0	0.00	—	699
Total	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	665	0.00	665	66.5	0.00	—	2,328
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	200	0.00	200	20.0	0.00	—	699
Total	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	110	0.00	110	11.0	0.00	—	385
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	33.1	0.00	33.1	3.31	0.00	—	116
Total	—	—	—	—	—	—	—	—	—	—	—	143	0.00	143	14.3	0.00	—	501

## 4.6. Refrigerant Emissions by Land Use

### 4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	9.16	9.16
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.44	3.44
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	9.16	9.16
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.44	3.44
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.52	1.52
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.57	0.57
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.09	2.09

### 4.7. Offroad Emissions By Equipment Type

#### 4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

### 4.8. Stationary Emissions By Equipment Type

#### 4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

### 4.9. User Defined Emissions By Equipment Type

#### 4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
----------------	-----	-----	-----	----	-----	-------	-------	-------	--------	--------	--------	------	-------	------	-----	-----	---	------

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

#### 4.10. Soil Carbon Accumulation By Vegetation Type

##### 4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

##### 4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

## 5. Activity Data

### 5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	2/14/2023	7/4/2023	5.00	100	—
Site Preparation	Site Preparation	7/5/2023	9/27/2023	5.00	60.0	—
Grading	Grading	9/28/2023	5/2/2024	5.00	155	—
Building Construction	Building Construction	5/3/2024	4/12/2030	5.00	1,550	—

Paving	Paving	4/13/2030	9/14/2030	5.00	110	—
Architectural Coating	Architectural Coating	1/1/2027	4/15/2030	5.00	857	—

## 5.2. Off-Road Equipment

### 5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38



Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48
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### 5.3. Construction Vehicles

#### 5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	15.0	18.5	LDA,LDT1,LDT2
Demolition	Vendor	—	10.2	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	—	10.2	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	1,247	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	185	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—

Paving	Worker	15.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	—	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	249	18.5	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

## 5.4. Vehicles

### 5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

## 5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	3,367,008	1,122,336	0.00	0.00	—

## 5.6. Dust Mitigation

### 5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	—	—
Site Preparation	—	—	90.0	0.00	—
Grading	—	—	465	0.00	—
Paving	0.00	0.00	0.00	0.00	0.00

### 5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

### 5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Apartments Mid Rise	—	0%
Apartments Low Rise	—	0%

### 5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2023	0.00	532	0.03	< 0.005
2024	0.00	532	0.03	< 0.005
2025	0.00	532	0.03	< 0.005
2026	0.00	532	0.03	< 0.005
2027	0.00	532	0.03	< 0.005
2028	0.00	532	0.03	< 0.005
2029	0.00	532	0.03	< 0.005
2030	0.00	532	0.03	< 0.005

### 5.9. Operational Mobile Sources

#### 5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Total all Land Uses	26.7	26.7	26.7	9,762	259	259	259	94,393

## 5.10. Operational Area Sources

### 5.10.1. Hearths

#### 5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	1472
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	173
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Low Rise	—
Wood Fireplaces	0
Gas Fireplaces	340
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	40
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

### 5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
3367008	1,122,336	0.00	0.00	—

### 5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

## 5.11. Operational Energy Consumption

### 5.11.1. Unmitigated

#### Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	4,882,891	532	0.0330	0.0040	14,794,315
Apartments Low Rise	1,534,018	532	0.0330	0.0040	6,522,270

## 5.12. Operational Water and Wastewater Consumption

### 5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	49,648,702	0.00
Single Family Housing	14,909,520	0.00

## 5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	333	0.00
Apartments Low Rise	99.9	0.00

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
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### 5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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### 5.17. User Defined

Equipment Type	Fuel Type
—	—

### 5.18. Vegetation

#### 5.18.1. Land Use Change

##### 5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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#### 5.18.1. Biomass Cover Type

##### 5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
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#### 5.18.2. Sequestration

##### 5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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## 6. Climate Risk Detailed Report

### 6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	13.1	annual days of extreme heat
Extreme Precipitation	4.85	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

### 6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A



The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

### 6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

### 6.4. Climate Risk Reduction Measures

## 7. Health and Equity Details

### 7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	59.7

AQ-PM	83.6
AQ-DPM	65.4
Drinking Water	56.2
Lead Risk Housing	90.6
Pesticides	0.00
Toxic Releases	84.5
Traffic	52.4
Effect Indicators	—
CleanUp Sites	7.71
Groundwater	59.6
Haz Waste Facilities/Generators	20.3
Impaired Water Bodies	33.2
Solid Waste	11.6
Sensitive Population	—
Asthma	66.1
Cardio-vascular	87.8
Low Birth Weights	33.1
Socioeconomic Factor Indicators	—
Education	75.7
Housing	59.7
Linguistic	54.6
Poverty	51.2
Unemployment	72.5

## 7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
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Economic	—
Above Poverty	47.27319389
Employed	40.16424997
Median HI	49.22366226
Education	—
Bachelor's or higher	20.73655845
High school enrollment	100
Preschool enrollment	72.83459515
Transportation	—
Auto Access	23.89323752
Active commuting	49.17233415
Social	—
2-parent households	45.78467856
Voting	31.79776723
Neighborhood	—
Alcohol availability	41.8324137
Park access	52.31618119
Retail density	83.19004235
Supermarket access	67.93276017
Tree canopy	41.55010907
Housing	—
Homeownership	77.96740665
Housing habitability	44.12934685
Low-inc homeowner severe housing cost burden	19.72282818
Low-inc renter severe housing cost burden	56.70473502
Uncrowded housing	14.10239959
Health Outcomes	—

Insured adults	21.95560118
Arthritis	0.0
Asthma ER Admissions	27.3
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	47.4
Cognitively Disabled	64.4
Physically Disabled	69.8
Heart Attack ER Admissions	4.5
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	88.3
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	15.5

Elderly	53.1
English Speaking	55.6
Foreign-born	61.4
Outdoor Workers	39.5
Climate Change Adaptive Capacity	—
Impervious Surface Cover	33.7
Traffic Density	46.6
Traffic Access	23.0
Other Indices	—
Hardship	72.0
Other Decision Support	—
2016 Voting	39.3

### 7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	74.0
Healthy Places Index Score for Project Location (b)	42.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

### 7.4. Health & Equity Measures

No Health & Equity Measures selected.

### 7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

### 7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

## 8. User Changes to Default Data

Screen	Justification
Land Use	City identified parcels with a total acreage of 91.7 acres, and estimated a population increase of 6,171 new residents. ADUs were conservatively assumed as single-family housing and acreage was determined using the maximum State allowed ADU sf of 1,200sf (0.03ac) times 400 units to get 12 acres.
Construction: Construction Phases	Default construction, assumes architectural coating occurs simultaneously as building construction
Construction: Architectural Coatings	Pursuant to SCAQMD Rule 1113
Operations: Hearths	Pursuant to SCAQMD Rule 445, no wood burning devices
Operations: Architectural Coatings	Pursuant to SCAQMD Rule 1113
Operations: Water and Waste Water	Wastewater treatment plant 100% aerobic

# Appendix B

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VMT Analysis



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February 8, 2023

Mr. Michael Rocque, MS, Senior Planner  
Rincon Consultants, Inc.  
2215 Faraday Ave Suite A,  
Carlsbad, CA 92008  
(via email)

Subject: VMT Analysis for the City of Pico Rivera 6th Cycle Housing Element Code Amendments

Dear Michael:

Translutions, Inc. (Translutions) is pleased to provide this letter discussing the Vehicle Miles Traveled (VMT) analysis for the proposed Housing Element Code Amendments for the City of Pico Rivera (the Project). This analysis is consistent with the requirements for a VMT analysis established by the State of California to evaluate impacts to transportation under CEQA. Since this is a housing element update, this memorandum evaluates the change in VMT per Service Population under "without" and "with" project conditions. The VMT analysis for the project was conducted using year 2020 and 2040 data sets from the 2016 Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategies (SCAG RTP/SCS) travel model (model).

## **PROJECT DESCRIPTION**

The Housing Element is required to demonstrate the City's capacity to plan for its share of housing growth. The City's share of housing is determined by the Southern California Association of Governments (SCAG) via the Regional Housing Needs Assessments (RHNA). The RHNA is the number of units that a city is required to plan for (not develop) by identifying sites throughout the City. For the 2021-2029 Housing Element planning period, SCAG assigned the City 1,024 units. After the acreage calculations, 1,333 units were identified by the City. The area wise breakdown and number of units are included in Attachment A.

## **ANALYSIS METHODOLOGY**

### **MODELING YEARS (2020 AND 2040)**

The SCAG RTP/SCS model's base year is 2016 and horizon year is 2040. However, based on discussions with the City, the proposed analysis was conducted for years 2020 and 2040. The model includes a 2020 dataset from SCAG which was used for the analysis.

### **MODELING METHODOLOGY**

The SCAG RTP model uses a two-tier traffic analysis zone (TAZ) system – Tier 1 zones and Tier 2 zones. Two or more Tier 2 zones make up a Tier 1 zone. The model utilizes Tier 2 zone system for modeling steps such as trip generation, trip distribution, and mode choice while it uses Tier 1 zone system for assignment purposes. Given the inability to perform zone splits in the SCAG RTP model and based on how the guidelines require evaluation of plans and programs, the additive method was used for the analysis. Under this method, project related SED was added to the existing (or future) SED of the TAZs to evaluate with project VMT.

### **MODEL SOCIOECONOMIC DATA**

The model consists of both residential (households and population) and non-residential land uses (employment by type/category) as inputs. For households, the travel model uses household characteristics such as household income, household size, and household workers etc., to determine the household travel patterns. The number of households by dwelling unit type were based on the Project information provided by the City. Further, based on discussions with the City, to account for multiple families living in the same unit, 400 additional households were included. Therefore, this evaluation is based on 1,732 units.

The average household size from 2016 SCAG RTP/SCS model for each TAZ was maintained and carried over to the number of new dwelling units proposed as part of the Project. Table A shows the change in households and population that is forecast to occur at each



TAZ because of the Project. As shown on Table A, the Project will result in an increase of 1,732 households which would translate into a population increase of 6,171.

**Table A: Project Related Increase in Households and Population by TAZ**

Tier 2 TAZ	Proposed HH	Population
21795100	0	0
21795200	263	1,007
21795300	0	0
21795400	57	207
21801100	95	283
21801200	0	0
21804100	0	0
21804200	0	0
21804300	81	307
21804400	255	932
21804500	0	0
21806100	14	49
21806200	0	0
21820100	0	0
21820200	0	0
21820300	0	0
21820400	109	441
21821100	0	0
21821200	34	144
21821300	228	763
21823100	361	1,233
21826100	0	0
21826200	0	0
21826300	109	300
21835100	43	188
21835200	38	145
21848100	0	0
21848200	0	0
21848300	46	171
21848400	0	0
<b>Total</b>	<b>1,732</b>	<b>6,171</b>

## MODEL RUNS AND OUTPUTS

Model Runs were conducted for the 2020 and 2040 conditions for both without project and with project conditions with the above discussed SED and networks. Consistent to standard modeling practice, each model was run with conditions that at least 5-loops<sup>1</sup> be run or until a convergence of 0.01 (i.e., 1.0%) is achieved. Detailed model outputs are shown in Attachment B.

## VMT SIGNIFICANT IMPACT THRESHOLDS & RESULTS

For General Plans and Specific Plans, the following would result in a significant project generated VMT:

1. The baseline project generated VMT per service population exceeds the baseline VMT per service population (VMT/SP) for the City, or

<sup>1</sup> Models are run with feedback loops wherein the output of one run is becomes the basis of the next run. In this process, the predicted speeds are used to re-compute highway and transit travel times, and the entire model sequence is repeated until input and output speeds are generally consistent with each other. Each iteration is referred to as a loop. The percentage change in total travel cost between one iteration and the next is referred to as "convergence". A convergence of 0.01 means that the change in travel cost between one run and the next is 1%. Models in the SCAG region are generally run for 5 loops or a convergence of 0.01.

- The cumulative project generated VMT per service population exceeds the future year VMT per service population (VMT/SP) for the City.

### Baseline (2020) plus Project Conditions

Table B shows the model outputs for the baseline (2020) conditions as well as the plus project conditions.

Table B: Year 2020 VMT Outputs

	City of Pico Rivera	2020 No Project	2020 With Project	Net New Project <sup>2</sup>
Socio-Economic Data	Population	55,019	61,190	6,171
	Employment	19,507	19,507	-
	Service Population	74,526	80,697	6,171
Automobiles Only	Total Vehicle Trips (No Trucks)	218,030	228,049	10,019
	Total Vehicle VMT (No Trucks)	2,278,843	2,374,761	95,918
	Average Vehicle Trip Distance (No Trucks)	10.45	10.41	9.57
Trucks Only	Total Truck Trips	8,373	8,569	196
	Total Truck VMT	184,064	186,907	2,844
	Average Truck Trip Distance	21.98	21.81	14.53
All Vehicles	Total Vehicle Trips (Include Trucks)	226,403	236,619	10,215
	Total VMT (Include Trucks)	2,462,907	2,561,668	98,761
	Total VMT Per Service Population (Include Trucks)	10.88	10.83	9.67

As shown in Table B, the baseline (2020) plus project VMT/SP is 10.83 miles while the without project VMT/SP is 10.88 miles. The project related VMT/SP is 9.67, which is significantly less than the baseline VMT/SP for the City. Therefore, the project has a less than significant VMT impact under baseline conditions.

### Year 2040 plus Project Conditions

Table C shows the model outputs for the year 2040 conditions as well as the plus project conditions.

Table C: Year 2040 VMT Outputs

	City of Pico Rivera	2040 No Project	2040 With Project	Net New Project
Socio-Economic Data	Population	59,319	65,490	6,171
	Employment	21,301	21,301	-
	Service Population	80,620	86,791	6,171
Automobiles Only	Total Vehicle Trips (No Trucks)	217,642	227,312	9,670
	Total Vehicle VMT (No Trucks)	2,298,403	2,391,268	92,865
	Average Vehicle Trip Distance (No Trucks)	10.56	10.52	9.60
Trucks Only	Total Truck Trips	9,431	9,524	92
	Total Truck VMT	266,567	268,095	1,528
	Average Truck Trip Distance	28.26	28.15	16.53
All Vehicles	Total Vehicle Trips (Include Trucks)	227,073	236,836	9,762
	Total VMT (Include Trucks)	2,564,970	2,659,363	94,393
	Total VMT Per Service Population (Include Trucks)	11.30	11.23	9.67

As shown in Table C, the year 2040 plus project VMT/SP is 11.23 miles while the without project VMT/SP is 11.30 miles. The project related VMT/SP is forecast to be 9.67, which is significantly less than the baseline VMT/SP for the City. Therefore, the project VMT per

<sup>2</sup> The average vehicle trip distances are not the trip lengths generated by the net new development directly, but the effect on vehicle trip and VMT for the whole project area. The effect of adding more housing to the study area will reduce trip length on average. In order to compute the average vehicle distance, the net new VMT should be divided by the net new vehicle trips, but this should not be interpreted to mean that the new development will have markedly different patterns than the existing development; rather the effects on travel of adding housing will be to bring everyone's average down (including existing uses).

service population is less than the VMT/SP under without project conditions and therefore, the project has a less than significant VMT impact under baseline conditions.

## FINDINGS & CONCLUSION

The results of the VMT analysis shows that the project related VMT/SP is lower than the VMT/SP for the City. In fact, the Project reduces the Citywide VMT/SP under both analysis conditions. Therefore, the Project has a less than significant impact under both the baseline and future year conditions.

We hope you will find this information helpful. Should you have any questions, please don't hesitate to call me at (949) 656-3131.

Sincerely,

translutions, Inc.



Sandipan Bhattacharjee, P.E., T.E., AICP, ENV SP  
Principal





## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
2. An analysis of small sites identified in the City's inventory is shown in Table B-3.

ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
1	5272-004-035	C-C	C - Commercial	R40-OV	0.62	0.62	8540 BEVERLY BLVD	PACE PHILLIP J AND PHYLLIS M TRS PACE FAMILY TRUST	35	0.35	0	7	1	2	4	-	-	The corner property is the site of a paved vacant lot. Adjacent uses include single-family residences.
2	5272-005-012	C-C	C - Commercial	R40-OV	0.68	0.68	8642 BEVERLY BLVD	PACE PHILLIP J AND PHYLLIS M TRS PACE FAMILY TRUST	35	0.35	0	8	1	2	5	2,396.0	27,126.7	The property is the site of a paved vacant lot with 2 structures. Adjacent uses include a 7-Eleven and surface parking, single-family residences, and a large vacant lot.
3	5272-005-045	C-C	C - Commercial	R40-OV	0.43	0.43	8554 BEVERLY BLVD	PACE PHILLIP J AND PHYLLIS M TRS PACE FAMILY TRUST	35	0.35	0	5	1	1	3	5,278.7	13,247.0	The corner property is the site of 2 vacant structures and a large surface parking lot. Adjacent uses include a large vacant lot and single-family residences.
4	5272-017-019 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.90	0.90	4335 ROSEMEAD BLVD	DUS SAMARTHA REAL ESTATE LLC	35	0.35	0	10	2	3	5	13,055.5	25,940.1	The property is the site of the Epic Hotel, an older hotel with some recent improvements and large surface parking lot. Adjacent uses include single- and multi-family residences, a gas station, a dry cleaning business, and small restaurant.
5	5272-018-900	P-F	PF - Public Facility	R40-OV	5.51	5.51	IBSEN ST	EL RANCHO UNIFIED CONSOLIDATED SCHOOL DIST	35	1	0	192	38	57	97	35,989.6	203,826.8	The property is the site of Pio Pico Elementary School which has been closed for many years. Property consists of 9 permanent structures, open play areas, large areas of grass, and a large surface parking lot. Adjacent uses include single-family residences and St. Francis Xavier Catholic Church.
6	5272-018-901	S-F	PF - Public Facility	R40-OV	0.12	0.12	IBSEN ST	PICO RIVERA CITY	35	1	0	4	0	1	3	-	-	See 5272-018-900.
7	5272-018-902	S-F	PF - Public Facility	R40-OV	1.03	1.03	8736 IBSEN ST	EL RANCHO UNIFIED CONSOLIDATED SCHOOL DIST	35	1	0	36	7	10	19	-	-	See 5272-018-900.
8	5272-018-903	S-F	PF - Public Facility	R40-OV	1.03	1.03	8804 IBSEN ST	EL RANCHO UNIFIED CONSOLIDATED SCHOOL DIST	35	1	0	36	7	10	19	-	-	See 5272-018-900.



## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
2. An analysis of small sites identified in the City's inventory is shown in Table B-3.

ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
9	5272-022-024 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.98	0.98	8923 BEVERLY BLVD	DOERGES MARY E VICTOR L SLOAN DECD TRUST	35	0.35	0	12	2	3	7	-	-	The property is the site of a dry-cleaning business and a restaurant with a large surface parking lot. Adjacent uses include single-family residences, smaller commercial businesses, the Epic Hotel, and a gas station.
10	5272-022-025 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.61	0.61	8957 BEVERLY BLVD	TOGOOD JOYCE A COSTRUSTEE ET AL JOYCE A TOGOOD TRUST	35	0.35	0	7	1	2	4	-	-	The corner property is the site of a Mobile gas station. Adjacent uses include the Epic Hotel, a dry-cleaning business, and a small restaurant.
11	5272-023-017 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.57	0.57	8922 BEVERLY BLVD	FARMERS AND GROWERS PLAZA LLC	35	0.35	0	6	1	1	4	12,836.6	12,018.4	The property is the site of a small strip mall consisting of different businesses with a large surface parking lot. Adjacent uses include a strip mall, auto repair shop, and single-family residences.
12	5272-023-024 <sup>(1)</sup> <sub>(2)</sub>	C-G	C - Commercial	R40-OV	0.43	0.43	8914 BEVERLY BLVD	ALMAGOR FREDERIC D ALMAGOR TRUST	35	0.35	0	5	1	1	3	2,543.4	15,959.3	This property is the site of an auto repair shop with a surface parking lot for vehicle storage. Adjacent uses include a grocery store and single-family residences.
13	5272-023-027 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.64	0.64	8924 BEVERLY BLVD	FARMERS AND GROWERS PLAZA LLC	35	0.35	0	7	1	2	4	10,295.4	17,652.2	The property is the site of a small strip mall consisting of different businesses with a large surface parking lot. Adjacent uses include a grocery store, a U-Haul rental business, and single-family residences.
14	5272-023-030 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.26	0.26	4425 ROSEMEAD BLVD	U HAUL REAL ESTATE CO	35	0.35	0	3	0	0	3	-	-	The corner property is the site of a U Haul, a truck rental business. Adjacent uses include a strip mall and single-family residences.
15	5272-023-031 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.66	0.66	4425 ROSEMEAD BLVD	U HAUL REAL ESTATE CO	35	0.35	0	8	1	2	5	-	-	See 5272-023-030.
16	5272-029-011 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.72	0.72	4525 ROSEMEAD BLVD	4525 ROSEMEAD BLVD LLC	35	0.35	0	8	1	2	5	-	-	The property serves as the parking lot for the auto repair business located at 4525 Rosemead Boulevard. Adjacent uses include single-family residences and a medical office.
17	5272-030-028 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.72	0.72	4525 ROSEMEAD BLVD	4525 ROSEMEAD BLVD LLC	35	0.35	0	8	1	2	5	17,965.4	13,282.9	The property is the site of an auto body repair business with a large surface parking lot (5272-029-011). Adjacent uses include single-family residences and a small restaurant with a drive-thru and surface parking lot.





## 6th Cycle Housing Element (2021-2029)



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18	6368-005-028	I-G	I - General Industrial	R40-OV	0.56	0.56	7801 ROSEMEAD BLVD	7925 ROSEMEAD BLVD PICO	35	0.35	0	6	1	1	4	2,311.1	22,099.2	The corner property is the site of a tire and auto body repair business, Capital Tire Center, with a large surface parking lot. Adjacent uses include a large truck yard/lot.
19	6368-005-042	I-G	I - General Industrial	R40-OV	5.43	5.43	7925 ROSEMEAD BLVD	7925 ROSEMEAD BLVD PICO RIVERA	35	0.35	0	66	13	19	34	26,146.6	210,142.1	The property is the site of a large truck yard/lot. Adjacent uses include Capital Tire Center, An El Rancho Unified School District Building and large surface parking lot, and train tracks. Multi-Family residences are located across the street on Rosemead Blvd.
20	6369-002-012	I-G	I - General Industrial	R40-OV	3.61	3.61	8340 WASHINGTON BLVD	PUBLIC STORAGE INC	35	0.35	0	44	8	13	23	80,542.6	76,590.1	The property is the site of Public Storage, a large storage facility with large surface parking lot areas surrounding the two main storage buildings. Adjacent uses include distribution warehouses and undeveloped open space. Multi-family residences and a gas station are located directly across the street on Washington Blvd.
21	6370-013-014 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.64	0.64	6605 ROSEMEAD BLVD	PATEL RAJESH & ANJANA PEMA NILESH & RADHA	35	0.35	0	7	1	2	4	-	-	The property is the site of a large vacant lot in between a motel and residential care facility. Other adjacent uses include single-family residences.
22	6370-013-021 <sup>(1)</sup>	C-C	C - Commercial	R40-OV	0.77	0.77	6623 ROSEMEAD BLVD	PATEL HARISH D AND SARDA H TRS F C AND M K TOMLINSON LLC	35	0.35	0	9	1	2	6	9,788.6	23,735.3	The property is the location of a motel built in 1961. Adjacent uses include a large vacant lot, single-family residences, and a commercial strip mall center with a large surface parking lot.
23	6370-013-032	C-C	C - Commercial	R40-OV	0.72	0.72	6505 ROSEMEAD BLVD	PICO RIVERA VILLAS LLC	35	0.35	0	8	1	2	5	6,721.7	24,779.1	This corner property serves as a location for an office building. Adjacent uses include single-family residences and an Adult Residential Facility.
24	6370-022-025	C-C	C - Commercial	R40-OV	1.16	1.16	8605 WASHINGTON BLVD	LAGUNA PROPERTIES LLC	35	0.35	0	14	2	4	8	14,308.5	36,047.4	The property is the site of a retail shoe store with a large surface parking lot. The site is surrounded by Phaeton Ave. and Bollenbacher Dr. and a small access road connecting the two. Nearby uses include single-family residences and a small strip mall with a surface parking lot.



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25	6370-024-033 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.63	0.63	8701 WASHINGTON BLVD	HOULE DIANE N JASIN CO TR R AND D HOULE TRUST	35	0.35	0	7	1	2	4	11,987.5	15,427.3	The property is the site of a small strip mall consisting of different businesses with a large surface parking lot. Adjacent uses include multi- and single-family residences, and a Wells Fargo with a drive-thru.
26	6370-025-009 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.87	0.87	8737 WASHINGTON BLVD	UNITED CALIF BK REALTY CORP	35	0.35	0	10	2	3	5	8,131.1	29,846.2	The property is the site of a Wells Fargo Bank with a drive-thru and large surface parking lot. Adjacent uses include a small strip mall with a surface parking lot, multi- and single-family residences, and surface parking for El Rodeo De Pico Rivera restaurant and nightclub.
27	6370-027-014 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.58	0.58	8809 WASHINGTON BLVD	UNITED CALIF BK REALTY CORP	35	0.35	0	7	1	2	4	-	-	The property is the site of a large surface parking lot for Wells Fargo Bank. See 6370-025-009.
28	6370-027-018 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	2.85	2.85	8825 WASHINGTON BLVD	MERCURY BOWL LLC AND GREEN RIVERA LLC	35	0.35	0	34	6	10	18	35,456.1	88,562.6	The property is the site of El Rodeo De Pico Rivera restaurant/nightclub and large surface parking lot space. Adjacent uses include LA Fitness gym, surface parking for Pico Rivera Marketplace, parking for Wells Fargo Bank, and single-family residences.
29	6370-027-021	C-G	C - Commercial	R40-OV	8.22	8.22	8913 WASHINGTON BLVD	PICO RIVERA HOLDINGS LVT LLC FRESH AND EASY MARKET LESSEE	35	0.35	0	100	20	30	50	89,357.7	268,696.0	Pico Rivera Marketplace. The property is the site of an LA Fitness gym, retail stores, and restaurants with a large surface parking lot. The property has 6 separate structures. Adjacent uses include a Wienerschnitzel fast food restaurant, El Rodeo De Pico Rivera and its surface parking, as well as single-family residences.
30	6371-001-026 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	2.65	2.65	6101 ROSEMEAD BLVD	6003 DE LLC ET AL PARK PLAZA SHOPPING CENTRE DE LL	35	0.35	0	32	6	9	17	31,297.6	84,009.6	The property is the site of a small shopping center consisting of various restaurants, a gym, and a large "Chuck E. Cheese's" restaurant with a large surface parking lot. See 6371-001-027. Adjacent uses include single-family residences, DD's Discounts, a commercial strip mall.
31	6371-001-027 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	2.53	2.53	6003 ROSEMEAD BLVD	6003 DE LLC ET AL PARK PLAZA SHOPPING CENTRE DE LL	35	0.35	0	30	6	9	15	29,126.1	80,871.1	The property is the site of a small shopping center consisting of a restaurant and a "DD's Discounts" store with large surface parking lot. See 6371-001-026. Adjacent uses include



## 6th Cycle Housing Element (2021-2029)



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																		single-family residences, the continued strip mall, and surface parking.
32	6377-003-032	CPD	C - Commercial	R40-OV	4.99	4.99	9100 WHITTIER BLVD	BRIDGES AMERICA FOUNDATION L P	35	0.35	0	61	12	18	31	62,220.6	155,081.4	The property is the site of a large Superior Grocers, a grocery store with large surface parking lot. Located within a larger shopping center. Adjacent uses include fast food restaurants, strip mall commercial uses, a Dollar Tree store, and large surfacing parking lot.
33	6377-003-033	CPD	C - Commercial	R40-OV	1.20	1.20	9050 WHITTIER BLVD	CROSSROADS PLAZA LP	35	0.35	0	14	2	4	8	18,546.8	33,875.6	The property is the site of a small strip consisting of restaurants and a mix of businesses with large surface parking lot. See 6377-003-032.
34	6377-003-036	CPD	C - Commercial	R40-OV	0.80	0.80	5006 ROSEMEAD BLVD	MINTZ MARK M MARK AND LAUREN MINTZ TRUST	35	0.35	0	9	1	2	6	9,605.2	25,349.9	The property is the site of a small strip mall consisting of restaurants and a mix of businesses with large surface parking lot. See 6377-003-032.
35	6378-017-001 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	1.96	1.96	6508 ROSEMEAD BLVD	UNION BUILDING CORP	35	0.35	0	24	4	7	13	14,524.3	70,795.0	The property is the site of a United Auto Workers, a labor union building with a large surface parking lot. Adjacent uses include Knights Inn Pico Rivera and single-family residences.
36	6378-017-004 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	4.43	4.43	6540 ROSEMEAD BLVD	LIN AND SONS INVESTMENT INC	35	0.35	0	54	10	16	28	36,187.2	156,529.9	The property is the site of the Knights Inn, a hotel with a large surface parking lot. Adjacent uses include a Water District building, single-family residences, and a labor union building.
37	6378-019-019 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.62	0.62	6750 ROSEMEAD BLVD	BRADLEY PAUL E JR & STEVE S	35	0.35	0	7	1	2	4	4,189.0	22,979.1	The corner property is the site of Jack in the Box, a drive through restaurant with a large surface parking lot. Adjacent uses include restaurants and surface parking lots.
38	6378-019-037 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	1.25	1.25	9055 WASHINGTON BLVD	NAZIRI JACOB CO TR ET AL TERMECHI K	35	0.35	0	15	3	4	8	9,729.5	44,655.1	The corner property is the site of a small strip mall consisting of a laundromat, dental office, and liquor store with large surface parking lot and vacant area in rear. Adjacent uses include commercial offices and a large surface parking lot, and multi-family residences and surface parking.





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39	6378-019-052 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.54	0.54	9033 WASHINGTON BLVD	MACKEL LAWRENCE O	35	0.35	0	6	1	1	4	6,658.8	16,681.2	The property is the site of a vacant 2-story office building with a large surface parking lot. Previous tenants were health related. Adjacent uses include a restaurant with a large surface parking lot, a small strip mall, and multi-family residences.
40	6378-019-053 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.55	0.55	9049 WASHINGTON BLVD	TERMECHI KAMROUZ CO TR NAZIRI PEYMAN	35	0.35	0	6	1	1	4	6,502.9	17,426.4	The property is the site of a large building with health-related tenants and a large surface parking lot. Adjacent uses include another 2-story office building with a large surface parking lot, a small strip mall, and multi-family residences.
41	6378-019-058 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.72	0.72	6730 ROSEMEAD BLVD	PICO RIVERA LLC	35	0.35	0	8	1	2	5	4,769.2	26,572.5	The property is the site of a vacant building with a large surface parking lot. Previous tenant was a Sizzler's restaurant. Adjacent uses include restaurants with surface parking lots.
42	6378-019-071 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.69	0.69	6722 ROSEMEAD BLVD	KING TACO RESTAURANT INC	35	0.35	0	8	1	2	5	5,702.7	24,286.4	The property is the site of King Taco, a restaurant with a large surface parking lot. Adjacent uses include a strip mall, restaurant, and multi-family residences with surface parking lots.
43	6378-019-072 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	1.40	1.40	6620 ROSEMEAD BLVD	MKC PROPERTIES INC	35	0.35	0	17	3	5	9	23,479.9	37,673.8	The property is the site of a small strip mall consisting of restaurants and a mix of businesses with large surface parking lot. Two separate structures. Adjacent uses include multi-family residences with surface parking and a restaurant with surface parking.
44	6378-020-026	C-C	C - Commercial	R40-OV	0.75	0.75	9107 WASHINGTON BLVD	SCI CALIFORNIA FUNERAL SERVICES	35	0.35	0	9	1	2	6	11,370.3	21,421.1	The property is the site of a funeral home with large surface parking lot. Adjacent uses include single-family residences and a small strip mall with surface parking across the street along Bequette Ave.
45	6378-029-022 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.52	0.52	9337 WASHINGTON BLVD	WEST INVESTMENTS LLC	35	0.35	0	6	1	1	4	6,584.7	16,012.2	The corner property is the site of a retail store with a surface parking lot. Adjacent uses include the City of Pico Rivera Parks & Recreation Department and a communications utilities building.
46	6378-029-801 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.58	0.58	9317 WASHINGTON BLVD	GTE CALIF INC	35	0.35	0	7	1	2	4	11,559.5	13,754.4	The property is the site of Frontier Communications, a telecommunications provider with large surface parking lot. Adjacent uses include a convenience store,



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																		the City of Pico Rivera Parks & Recreation Department, and single-family residences across the street.
47	6378-029-802 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.12	0.12		GTE CALIF INC	35	0.35	0	1	0	0	1	2,868.3	2,289.8	The property is the site of a utility easement for Frontier Communications, a telecommunications provider. See 6378-029-801.
48	6378-029-900 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.62	0.62	6767 PASSONS BLVD	PICO RIVERA CITY	35	0.35	0	7	1	2	4	7,430.8	19,538.2	The property is the site of The City of Pico Rivera Parks and Recreation Department with large surface parking lot. Adjacent uses include a convenience store, communications utilities building, surface parking, and single-family residences.
49	6379-034-024 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.43	0.43	9437 WASHINGTON BLVD	MORIARTY THADDEUS J JR CO TR STEWARD DALE	35	0.35	0	5	1	1	3	2,871.1	15,982.3	The property is the site of a drive through liquor/convenience store with a large surface parking lot. Adjacent uses include a strip mall with commercial retail uses, single-family residences, and a Shell gas station and car wash.
50	6379-034-025 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.30	0.30	6750 PASSONS BLVD	FIRST HOLDINGS LLC	35	0.35	0	3	0	0	3	6,171.6	7,028.7	The property is the site of a small strip consisting of restaurants and a mix of businesses with a surface parking lot in front. Adjacent uses include a Shell gas station and car wash, single-family residences, and a liquor/convenience store with surface parking.
51	6379-034-026 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.69	0.69	6758 PASSONS BLVD	D AND L PROPERTIES INC	35	0.35	0	8	1	2	5	11,461.2	18,586.8	The property is the site of a small strip consisting of restaurants and a mix of businesses with a surface parking lot in front. See 6379-034-025.
52	6379-034-027 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.84	0.84	9411 WASHINGTON BLVD	TESORO SOUTH COAST COMPANY LLC	35	0.35	0	10	2	3	5	5,249.7	31,386.7	The corner property is the site of Shell, a gas station with a convenience store, a car wash, and a large surface parking lot. Adjacent uses include a strip mall with commercial retail uses, a convenience/liquor store, and surface parking.
53	6381-014-007	C-C	C - Commercial	R40-OV	0.92	0.92	7226 ROSEMEAD BLVD	BHAKTA GOKAL M & URMILA	35	0.35	0	11	2	3	6	13,978.3	26,045.9	The corner property is the site of America's Best Value Inn, a hotel with a large surface parking lot. Adjacent uses include Colonial



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																		Gardens Nursing Home and single-family residential.
54	6382-018-029	I-L	LI - Light Industrial	R40-OV	1.96	1.96	9011 BERMUDEZ ST	STORAGE EQUITIES PS PARTNERS	35	0.35	0	24	4	7	13	38,443.0	46,869.4	The corner property is the site of Public Storage, a large storage facility with large surface parking lot areas surrounding the five storage buildings. Adjacent uses include an office building and distribution warehouses. Multi-family residences are located directly across the street on Rosemead Blvd.
55	6382-021-036 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.62	0.62	9315 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	7	1	2	4	2,360.5	24,841.0	See 6382-021-040.
56	6382-021-038 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.45	0.45	9335 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	5	1	1	3	3,637.7	16,001.5	See 6382-021-040.
57	6382-021-040 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	1.28	1.28	9311 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	15	3	4	8	24,479.2	29,435.9	The property is the site of a strip mall consisting of restaurants and a mix of businesses with large surface parking lot. 3 structures. Adjacent uses include fast food restaurants and surface parking.
58	6382-021-041 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.08	0.08	9335 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	0	0	0	0	-	-	See 6382-021-040.
59	6383-001-025 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	1.08	1.08	9414 WASHINGTON BLVD	SOLANKI PROPERTIES LLC	35	0.35	0	13	2	3	8	24,845.0	22,179.8	The property is the site of Big Saver Foods, a grocery store with large surface parking lot. Adjacent uses include single-family residences.
60	6383-001-026 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.8	0.80	9414 WASHINGTON BLVD	SOLANKI PROPERTIES LLC	35	0.35	0	9	1	2	6	2,205.0	32,673.6	See 6383-001-025.
61	8121-025-017	C-G	C - Commercial	R40-OV	0.87	0.87	4502 ROSEMEAD BLVD	CHOW CECILIA L J M AND C L CHOW TRUST	35	0.35	0	10	2	3	5	12,742.4	25,169.7	The corner property is the site of a small strip mall with recent improvements, consisting of restaurants and a mix of businesses with a large surface parking lot in front. Adjacent





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																		uses included a large vacant site and a Norms restaurant with a large surface parking lot.
62	8121-026-017	C-G	C - Commercial	R40-OV	1.11	1.11	4518 ROSEMEAD BLVD	GONZALEZ LUDIVINA LUDIVINA GONZALEZ TRUST	35	0.35	0	13	2	3	8	19,966.6	28,466.1	The property is the site of a small strip mall, consisting of restaurants and a mix of businesses with a large surface parking lot. Adjacent uses include a Drive-thru dairy business, multi-family residences, and a utilities site.
63	8121-026-020	C-G	C - Commercial	R40-OV	0.51	0.51	9001 BEVERLY RD	KIM TAE K AND MYUNG H TRS KIM FAMILY TRUST	35	0.35	0	6	1	1	4	2,830.5	19,499.0	The corner property is the site of a drive through liquor/convenience store with a large surface parking lot. Adjacent uses include multi-family residences and a commercial strip mall with surface parking.
64	8122-005-039	IPD	LI - Light Industrial	R40-OV	2.90	2.90	4334 SAN GABRIEL RIVER PKWY	EXTRA SPACE PROPERTIES 103 LLC	35	0.35	0	35	7	10	18	57,064.6	69,121.2	The corner property is the site of Extra Space Storage, a large storage facility with large surface parking lot areas surrounding the eight storage buildings. Adjacent uses include the Albert Robles Center for water recycling and environmental learning and the San Gabriel River.
65	8122-011-027	IPD	LI - Light Industrial	R40-OV	2.74	2.74	9612 BEVERLY BLVD	EXTRA SPACE OF PICO RIVERA LLC	35	0.35	0	33	6	9	18	58,778.9	60,110.9	The property is the site of Extra Space Storage, a large storage facility with large surface parking lot areas surrounding the eight storage buildings. Adjacent structures include the Pico Rivera Community Center and industrial uses.
66	6368-017-002 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	0.91	0.91	8345 TELEGRAPH RD	RIO HONDO MEDICAL PLAZA LLC	25	1	0	22	4	6	12	-	39,595.8	Rio Hondo Medical Plaza. The property contains large surface parking lot areas, including vehicle storage and several one and two story dated medical office buildings. The property is adjacent to existing multi-family residential uses along Telegraph Rd.
67	6368-017-003 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	1.87	1.87	8359 TELEGRAPH RD	RIO HONDO MEDICAL PLAZA LLC	25	1	0	46	9	13	24	-	-	See 6368-017-002.



## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
 2. An analysis of small sites identified in the City's inventory is shown in Table B-3.

ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
68	6368-017-005 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	1.36	1.36	8432 BIRCHBARK AVE	RIO HONDO MEDICAL PLAZA LLC	25	1	0	34	6	10	18	16,950.3	42,313.1	See 6368-017-002.
69	6368-017-006 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	1.14	1.14	8337 TELEGRAPH RD	RIO HONDO MEDICAL PLAZA LLC	25	1	0	28	5	8	15	22,718.3	26,909.0	See 6368-017-002.

**Attachment B - Model Outputs**

**Year 2020 Without Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	4346	4197	1131	5890	200950	208466	44521	44560	245471	253026
21801000	4374	4371	1341	1873	92057	93123	4690	5074	96747	98197
21804000	6717	6634	1850	3509	181730	181876	12710	13095	194440	194971
21806000	4920	4819	1327	370	64129	64709	2818	2589	66947	67298
21820000	5964	5964	1434	885	88991	88425	995	988	89986	89413
21821000	5670	5662	1485	2526	131079	134942	2517	2515	133597	137457
21823000	2982	2982	874	225	45082	44105	770	770	45852	44874
21826000	5970	5872	1683	1097	106214	106730	2031	2039	108245	108769
21835000	5090	5090	1275	2016	97009	97127	11938	12045	108946	109172
21848000	8986	8981	2352	1118	125949	126150	8352	9048	134302	135198

**Year 2020 With Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	5561	5412	1451	5890	209601	218860	45035	45102	254636	263962
21801000	4657	4654	1436	1873	94429	95254	4840	5226	99269	100480
21804000	7956	7873	2185	3509	191011	191087	12908	13277	203920	204364
21806000	4969	4868	1341	370	64468	65270	2812	2588	67280	67858
21820000	6405	6405	1543	885	92084	91678	1036	1031	93121	92708
21821000	6576	6568	1746	2526	137502	140223	2627	2614	140129	142837
21823000	4215	4215	1235	225	55350	54472	925	924	56275	55396
21826000	6270	6172	1792	1097	108972	109250	2119	2127	111091	111377
21835000	5424	5424	1356	2016	99765	100066	12068	12176	111833	112241
21848000	9157	9152	2398	1118	127472	127945	8387	9087	135859	137032

**Attachment B - Model Outputs**

**Year 2040 Without Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	4657	4495	1210	6480	200391	198962	65629	66826	266020	265788
21801000	4464	4461	1365	1894	86127	86950	6264	6969	92391	93919
21804000	7252	7162	1993	3888	183899	187065	18719	19751	202618	206815
21806000	5542	5433	1494	405	70047	71850	3468	3133	73516	74983
21820000	6656	6656	1624	1067	97153	98106	1384	1390	98538	99496
21821000	6086	6078	1600	2678	131214	137657	3432	3482	134645	141139
21823000	3044	3044	891	239	42171	42182	891	899	43062	43081
21826000	6776	6671	1900	1297	112115	114518	2507	2536	114622	117054
21835000	5693	5693	1440	2192	98744	100190	15343	15476	114086	115665
21848000	9149	9144	2398	1161	117291	121771	13578	14891	130869	136662

**Year 2040 With Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	5872	5710	1530	6480	209580	207865	65751	66927	275331	274792
21801000	4747	4744	1460	1894	87919	88810	6308	7008	94227	95818
21804000	8491	8401	2328	3888	192529	195431	18881	19939	211411	215370
21806000	5591	5482	1508	405	70378	72147	3470	3136	73848	75283
21820000	7097	7097	1733	1067	100685	101459	1431	1436	102115	102895
21821000	6992	6984	1861	2678	137907	144042	3555	3603	141461	147645
21823000	4277	4277	1252	239	52403	52068	1059	1069	53462	53137
21826000	7076	6971	2009	1297	114578	116992	2552	2583	117131	119576
21835000	6027	6027	1521	2192	101491	102638	15386	15500	116877	118138
21848000	9320	9315	2444	1161	118928	123417	13594	14905	132522	138323

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO APPLY AN R-40 OVERLAY TO THE HOUSING ELEMENT SITES AS DESCRIBED IN ATTACHMENT "A" ATTACHED HERETO AND FURTHER DESIGNATED HEREIN AS ZONE RECLASSIFICATION NO. 328 AND APPROVE AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SIXTH CYCLE 2021-2029 HOUSING ELEMENT**

**WHEREAS**, the State of California Department of Housing and Community Development requires that cities identify areas within the City to meet the sixth cycle 2021-2029 Housing Element Regional Housing Needs Assessment (RHNA); and

**WHEREAS**, the City must amend the zoning classification to parcels to meet the RHNA as per the Sixth Cycle 2021-2029 Housing Element; and

**WHEREAS**, per Section 18.62.190 of the Pico Rivera Municipal Code the Community and Economic Development Director initiated the zoning reclassification; and

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

**WHEREAS**, the City Council of the City of Pico Rivera conducted a public hearing to consider a Zone Reclassification to amend the zoning to several properties; and

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

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

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

**SECTION 2.** A Mitigated Negative Declaration (MND) Addendum included as Attachment "B" was prepared in accordance with Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, which based on substantial evidence set



forth in the record, including but not limited to the Addendum, staff report, and public comment, the City Council finds, that an addendum to the MND is the appropriate document for disclosing the minor changes and additions that are necessary to assess the potential environmental impacts of the Project. The City Council hereby finds and determines that none of the conditions under Sections 15162(a)(1)-(3) of the CEQA Guidelines requiring subsequent environmental review have occurred.

**SECTION 3.** In accordance with Section 18.66.040, *Zone classifications additions* of the Pico Rivera Municipal Code, the Zone Classification to amend real properties described in Attachment “A”, are hereby amended and further designated herein as Zone Reclassification No. 328.

**SECTION 4.** 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 5.** In accordance with Section 18.08.060, *Official Zone Map* and 18.62.090, *Statutory and City Council Authority*, the Zoning Ordinance is hereby amended which is comprised of the real properties described on Attachment “A” attached hereto.

**SECTION 6.** This Zone Reclassification is adopted by Ordinance pursuant to public hearings held before the City Planning Commission and City Council.

**SECTION 7.** The City Council finds that the Zone Reclassification is consistent with the sixth cycle 2021-2029 Housing Element of the General Plan which is required by the State of California.

**SECTION 8.** If any part of this Ordinance, or its application to any person or circumstance, is held to be invalid, the remainder of the ordinance, including the application or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

**SECTION 9.** The City Clerk shall certify to the passage and adoption of this Ordinance, causing it to be posted as required by law, and it shall be effective thirty (30) days after its adoption.

[Signatures on following page]

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Erik Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, Jr. Deputy City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA        )  
  ) §  
COUNTY OF LOS ANGELES )

I, Cynthia Ayala, Jr. Deputy 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 \_\_\_\_\_, with the following vote:

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

\_\_\_\_\_  
Cynthia Ayala, Jr. Deputy City Clerk

**ZONE RECLASSIFICATION NO. 328**  
**ATTACHMENT "A"**

NO.	PARCEL NUMBER	SITE ADDRESS	EXISTING ZONING	EXISTING GENERAL PLAN	EXISTING OVERLAY ZONE	PROPOSED OVERLAY ZONE
1	5272-004-035	8540 BEVERLY BLVD	COMMUNITY COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
2	5272-005-012	8642 BEVERLY BLVD	COMMUNITY COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
3	5272-005-045	8554 BEVERLY BLVD	COMMUNITY COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
4	5272-017-019 <sup>(1)</sup>	4335 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
5	5272-018-900	IBSEN ST	PUBLIC FACILITIES (P-F)	PUBLIC FACILITY (P-F)		R40-OV
6	5272-018-901	IBSEN ST	SINGLE-FAMILY (S-F)	PUBLIC FACILITY (P-F)		R40-OV
7	5272-018-902	8736 IBSEN ST	SINGLE-FAMILY (S-F)	PUBLIC FACILITY (P-F)		R40-OV
8	5272-018-903	8804 IBSEN ST	SINGLE-FAMILY (S-F)	PUBLIC FACILITY (P-F)		R40-OV
9	5272-022-024 <sup>(1)</sup>	8923 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
10	5272-022-025 <sup>(1)</sup>	8957 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
11	5272-023-017 <sup>(1)</sup>	8922 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
12	5272-023-024 <sup>(1)(2)</sup>	8914 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
13	5272-023-027 <sup>(1)</sup>	8924 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
14	5272-023-030 <sup>(2)</sup>	4425 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
15	5272-023-031 <sup>(2)</sup>	4425 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
16	5272-029-011 <sup>(1)</sup>	4525 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
17	5272-030-028 <sup>(2)</sup>	4525 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
18	6368-005-028	7801 ROSEMEAD BLVD	GENERAL-INDUSTRIAL (I-G)	GENERAL-INDUSTRIAL (I)		R40-OV
19	6368-005-042	7925 ROSEMEAD BLVD	GENERAL-INDUSTRIAL (I-G)	GENERAL-INDUSTRIAL (I)		R40-OV
20	6369-002-012	8340 WASHINGTON BLVD	GENERAL-INDUSTRIAL (I-G)	GENERAL-INDUSTRIAL (I)		R40-OV
21	6370-013-014 <sup>(1)</sup>	6605 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
22	6370-013-021 <sup>(1)</sup>	6623 ROSEMEAD BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
23	6370-013-032	6505 ROSEMEAD BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
24	6370-022-025	8605 WASHINGTON BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV

NO.	PARCEL NUMBER	SITE ADDRESS	EXISTING ZONING	EXISTING GENERAL PLAN	EXISTING OVERLAY ZONE	PROPOSED OVERLAY ZONE
25	6370-024-033 <sup>(1)</sup>	8701 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
26	6370-025-009 <sup>(1)</sup>	8737 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
27	6370-027-014 <sup>(1)</sup>	8809 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
28	6370-027-018 <sup>(1)</sup>	8825 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
29	6370-027-021	8913 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
30	6371-001-026 <sup>(1)</sup>	6101 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
31	6371-001-027 <sup>(1)</sup>	6003 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
32	6377-003-032	9100 WHITTIER BLVD	COMMUNITY PLANNED DEVELOPMENT (CPD)	COMMERCIAL (C)		R40-OV
33	6377-003-033	9050 WHITTIER BLVD	COMMUNITY PLANNED DEVELOPMENT (CPD)	COMMERCIAL (C)		R40-OV
34	6377-003-036	5006 ROSEMEAD BLVD	COMMUNITY PLANNED DEVELOPMENT (CPD)	COMMERCIAL (C)		R40-OV
35	6378-017-001 <sup>(1)</sup>	6508 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
36	6378-017-004 <sup>(1)</sup>	6540 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED USE (M-U)	R40-OV
37	6378-019-019 <sup>(1)</sup>	6750 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
38	6378-019-037 <sup>(1)</sup>	9055 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
39	6378-019-052 <sup>(1)</sup>	9033 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
40	6378-019-053 <sup>(1)</sup>	9049 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
41	6378-019-058 <sup>(1)</sup>	6730 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
42	6378-019-071 <sup>(1)</sup>	6722 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
43	6378-019-072 <sup>(1)</sup>	6620 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
44	6378-020-026	9107 WASHINGTON BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
45	6378-029-022 <sup>(2)</sup>	9337 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
46	6378-029-801 <sup>(2)</sup>	9317 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
47	6378-029-802 <sup>(2)</sup>		COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV

NO.	PARCEL NUMBER	SITE ADDRESS	EXISTING ZONING	EXISTING GENERAL PLAN	EXISTING OVERLAY ZONE	PROPOSED OVERLAY ZONE
48	6378-029-900 <sup>(2)</sup>	6767 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
49	6379-034-024 <sup>(2)</sup>	9437 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
50	6379-034-025 <sup>(2)</sup>	6750 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
51	6379-034-026 <sup>(2)</sup>	6758 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
52	6379-034-027 <sup>(2)</sup>	9411 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
53	6381-014-007	7226 ROSEMEAD BLVD	COMMUNITY-COMMERCIAL (C-C)	COMMERCIAL (C)		R40-OV
54	6382-018-029	9011 BERMUDEZ ST	LIGHT-INDUSTRIAL (I-L)	LI - LIGHT INDUSTRIAL		R40-OV
55	6382-021-036 <sup>(2)</sup>	9315 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
56	6382-021-038 <sup>(2)</sup>	9335 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
57	6382-021-040 <sup>(2)</sup>	9311 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
58	6382-021-041 <sup>(2)</sup>	9335 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
59	6383-001-025 <sup>(2)</sup>	9414 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED- USE (M-U)	R40-OV
60	6383-001-026 <sup>(2)</sup>	9414 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED- USE (M-U)	R40-OV
61	8121-025-017	4502 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
62	8121-026-017	4518 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
63	8121-026-020	9001 BEVERLY RD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
64	8122-005-039	4334 SAN GABRIEL RIVER PKWY	INDUSTRIAL PLANNED DEVELOPMENT (IPD)	LI - LIGHT INDUSTRIAL		R40-OV
65	8122-011-027	9612 BEVERLY BLVD	INDUSTRIAL PLANNED DEVELOPMENT (IPD)	LI - LIGHT INDUSTRIAL		R40-OV
66	6368-017-002 <sup>(1)</sup>	8345 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
67	6368-017-003 <sup>(1)</sup>	8359 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
68	6368-017-005 <sup>(1)</sup>	8432 BIRCHBARK AVE	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
69	6368-017-006 <sup>(1)</sup>	8337 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program.

Note 2. An analysis of small sites identified in the City's inventory can be found in Table B-3 of the 6<sup>th</sup> Cycle Housing Element.

ATTACHMENT "B"



## Zone Code Amendments and Zone Reclassification

### Addendum to the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update IS-MND (SCH#2021120397)

*prepared by*

**City of Pico Rivera**

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**February 2023**



**RINCON CONSULTANTS, INC.**

Environmental Scientists | Planners | Engineers  
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# 1 Introduction

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This document is an Addendum to the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update Initial Study – Mitigated Negative Declaration (IS-MND). This Addendum has been prepared in accordance with relevant provisions of the California Environmental Quality Act (CEQA) of 1970 (as amended) and the CEQA Guidelines.

In accordance with Section 15164 of the CEQA Guidelines, a lead agency shall prepare an addendum to an adopted negative declaration as the appropriate environmental document in instances when “only minor changes or additions are necessary” that will not have significant new impacts or substantially increase previously identified significant impacts. Specifically, Section 15164 of the CEQA Guidelines states:

- An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for preparation of a subsequent Environmental Impact Report (EIR) or negative declaration have occurred (Section 15164(b));
- An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration (Section 15164(c));
- The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project (Section 15164(d)); and
- A brief explanation of the decision not to prepare a subsequent EIR or negative declaration pursuant to Section 15162 should be included in an addendum to an EIR or negative declaration, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence (Section 15164(e)).

This Addendum describes the details of the proposed Zone Code Amendments and Zone Reclassification (herein referred to as “proposed Zone Amendments and Reclassification” or “proposed Project”) and compares project impacts to those identified in the final IS-MND adopted by City of Pico Rivera in 2022 for the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update (herein referred to as “approved Housing Element Update”). Specifically, Section 2, *Background*, contains a description of the approved Housing Element Update and proposed Zone Amendments and Reclassification, whereas the analysis in Section 4, *Environmental Checklist and Impacts of the Proposed Project*, demonstrates that the proposed Project would not result in any new significant environmental impacts or any substantial increase in the severity of previously identified significant environmental impacts compared to the approved Housing Element Update. Consequently, this Addendum is the appropriate environmental document for the proposed Zone Amendments and Reclassification under CEQA.

## 2 Background

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The final IS-MND for the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update (State Clearinghouse [SCH]#2021120397; “approved Housing Element Update”) was adopted in September 2022 and is herein referred to as “2022 IS-MND”. The approved Housing Element Update includes the City’s Housing Policy Plan for the 2021-2029 6<sup>th</sup> Cycle planning period, which in turn includes goals, policies, and programs concerning housing and housing-related services, as well as the City’s approach to addressing its share of the regional housing need. The 2022 IS-MND provides an analysis of the potential environmental impacts resulting from implementation of the Housing Element Update, including the General Plan Amendment for adoption of the Housing Element Update into the City’s General Plan. No other entitlements, including zone code changes, were proposed as part of the Housing Element Update analyzed in the 2022 IS-MND. Information and technical analyses from the 2022 IS-MND are utilized and/or referenced throughout this Addendum.

The City of Pico Rivera now proposes zone code changes in the form of a new overlay zone and objective design standards (“proposed Zone Amendments and Reclassification” or “proposed Project”) to further implement the approved Housing Element Update since adoption of the 2022 IS-MND. This section provides an overview of the previously approved Housing Element Update, the accompanying 2022 IS-MND, and the proposed Zone Amendments and Reclassification to provide context for this Addendum prior to evaluating the potential environmental impacts of the proposed Project.

### 2.1 Previously Approved Housing Element Update

The City approved the Pico Rivera 6<sup>th</sup> Cycle Housing Element Update on September 27, 2022. For the 2021-2029 6<sup>th</sup> Cycle planning period, the Southern California Association of Governments (SCAG) identified a regional housing needs assessment (RHNA) allocation of 1,024 units. To meet the City’s RHNA allocation, the approved Housing Element Update identified 69 candidate housing sites covering 91.7 acres in the city, which were determined by the City to be available to accommodate the City’s RHNA allocation by income level. Figure 1 shows the regional location of the city and shows the location of the 69 candidate sites within the city. Table 1 shows the breakdown of the City’s RHNA by four income categories: very low income, low income, moderate income, and above moderate income.

**Table 1 Pico Rivera 6<sup>th</sup> Cycle Housing Element Update RHNA**

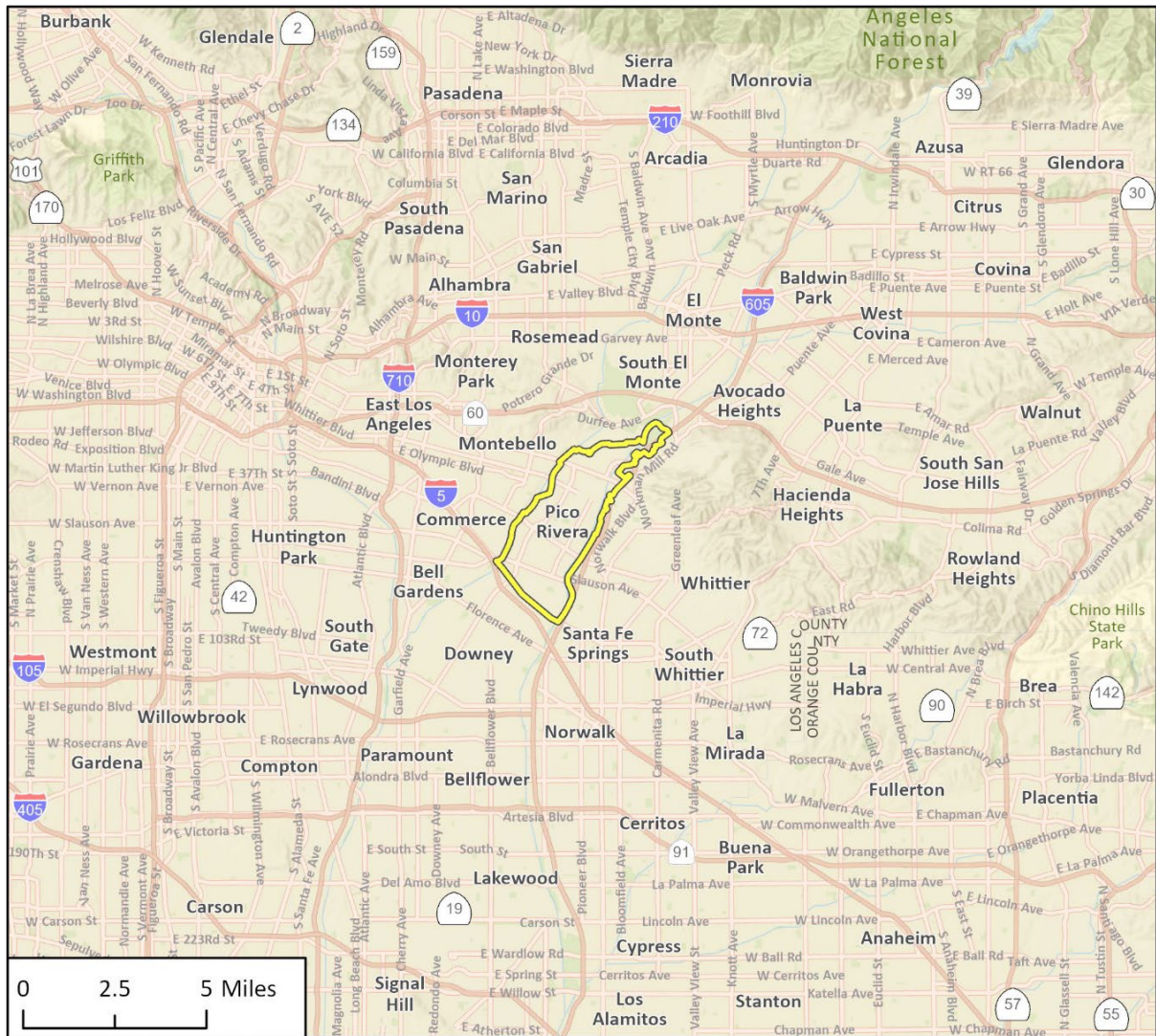
Income Category	Percent of County AMFI	Units	Percent
Very Low	0-50%	299	29%
Low	51-80%	146	14%
Moderate	81-120%	149	15%
Above Moderate	>120%	430	42%
<b>Total</b>	--	<b>1,024</b>	<b>100%</b>

AMFI = Average Median Family Income

Source: Pico Rivera 2021

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Figure 1 Regional Location Map



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Fig 1 Regional Location

City of Pico Rivera

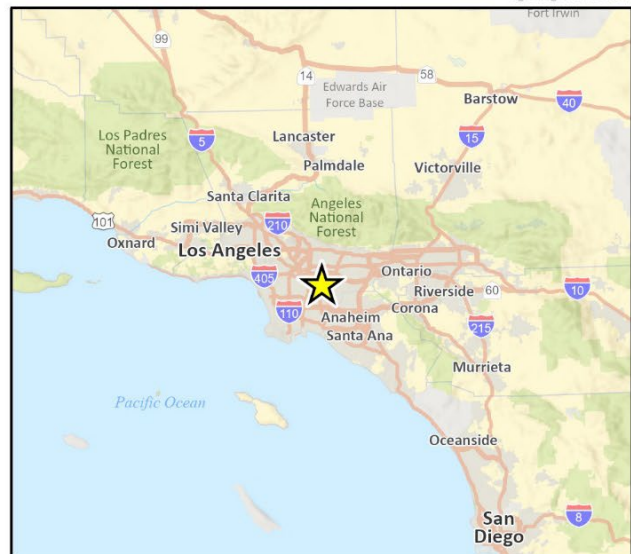
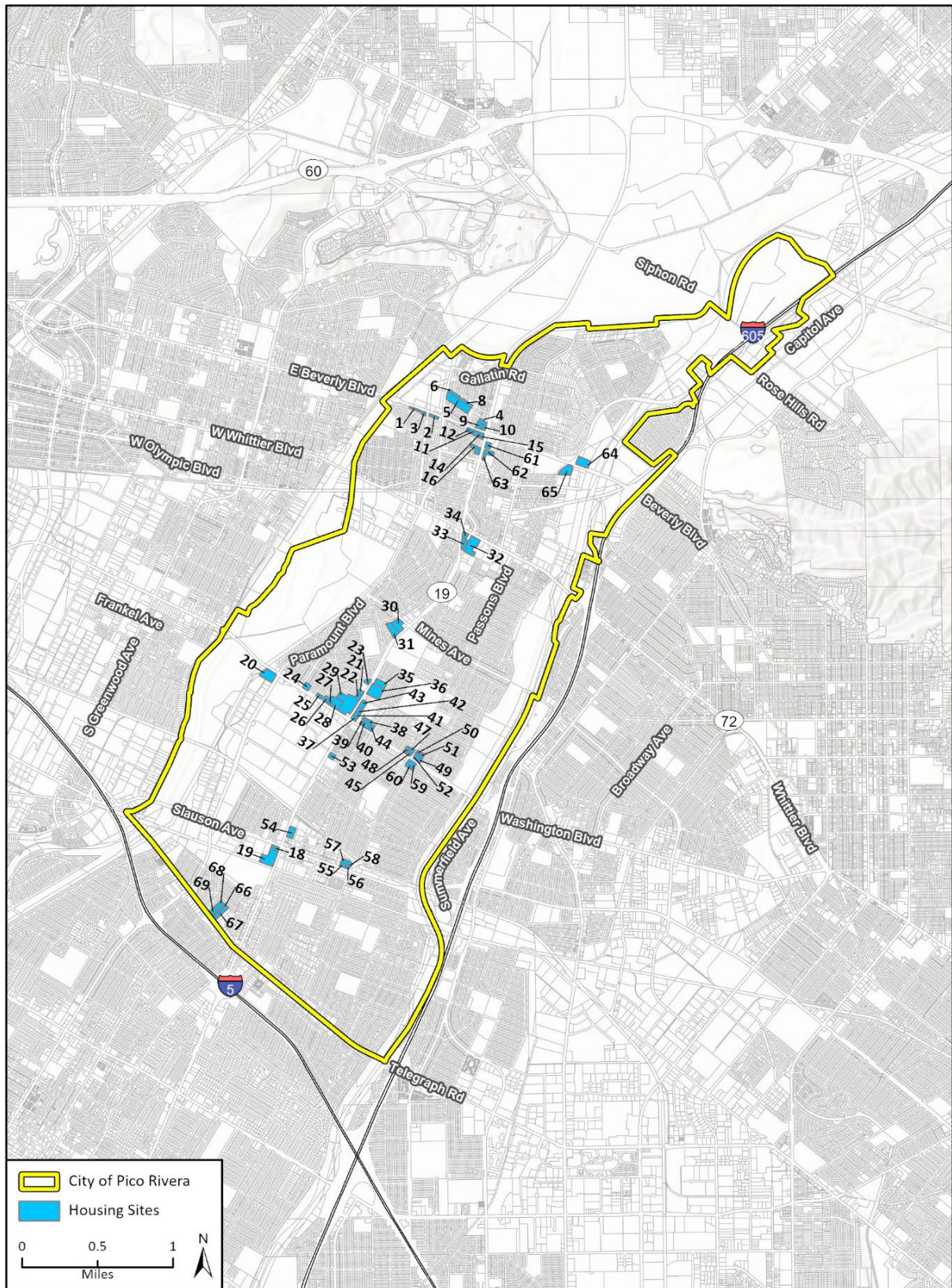




Figure 2 Candidate Housing Sites



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Fig 2 Project Location

As shown in Table 1, the City's RHNA allocation for lower-income housing is 445 housing units, including 299 very-low-income housing units and 146 low-income housing units. The City has identified several sites currently located on non-residentially zoned parcels that could accommodate lower-income housing. The City's General Commercial Zone and Special Commercial Zone allow for development of housing in a mixed-use setting at a density of 20 dwelling units per acre (du/ac). In addition, affordable units can be accommodated through accessory dwelling unit (ADU) development throughout the city. The City's RHNA allocation for moderate-income housing is 579 housing units, including 149 moderate-income housing units and 430 above-moderate-income housing units. The City anticipates growth to meet the moderate- and above-moderate- income need from existing residentially and commercially zoned parcels (that presently permit residential development as a primary use) through the development of new units and through the development of ADUs and junior accessory dwelling units (JADUs) (Pico Rivera 2021).

The approved Housing Element Update does not directly propose new residential or other development on any of the 69 candidate housing sites identified in the Housing Element Update; rather, it demonstrates capacity for future development consistent with State law. Nonetheless, the 2022 IS-MND evaluated potential environmental impacts associated with implementation of the Housing Element Update and identified mitigation measures to reduce significant environmental impacts to a less-than-significant level. The 2022 IS-MND assumed project buildout by 2029 to meet the City's RHNA allocation of 1,024 housing units and analyzed a potential development capacity of 1,332 housing units, which includes a 30 percent buffer atop the original RHNA allocation. The 2022 IS-MND also acknowledges that an additional 400 ADUs are proposed throughout the city (Pico Rivera 2021). The following is a summary of the overall goals identified by the City for the approved Housing Element Update (Pico Rivera 2021):

1. Preservation and Improvement of existing housing stock and neighborhoods;
2. Access to opportunities for affordable housing;
3. Adequate supply and of housing and identification of resources for households with special needs;
4. Identification of adequate sites to meet the existing and future housing needs of the City at all income levels;
5. Evaluation of governmental constraints; and
6. Fair housing opportunities for all segments of the community, regardless of age, race, religion, sex, marital status, sexual orientation, ancestry, national origin, or disability.

## 2.2 Proposed Zone Amendments and Reclassification

The 2022 IS-MND assumed that future housing on the 69 candidate housing sites would be developed to have greater density than assumed in the City's General Plan and SCAG growth projections. To meet the RHNA allocation for the 6<sup>th</sup> Cycle planning period, the proposed Zone Amendments and Reclassification involves the creation of the new R-40 Overlay Zone to apply to the 69 candidate sites, which would allow a density of up to 40 du/ac. The proposed Zone Amendments and Reclassification does not change the number or location of any candidate sites in the city. Furthermore, the R-40 Overlay Zone would be in addition to the existing zoning and would not change the existing underlying zoning. Property owners would still have the ability to exercise the development standards associated with their existing zone. The intent of the R-40 Overlay Zone



**Zone Code Amendments and Zone Reclassification**

is to provide property owners and developers with additional options should they seek to develop affordable housing units. Table 2 shows the breakdown of the sites by income category identified to accommodate the 1,732 housing units, including a potential development capacity of 1,332 housing units from the R-40 Overlay Zone and an additional 400 ADUs in single-family residential areas.

**Table 2 Summary of Sites Inventory**

	Extremely Low/ Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
<b>Sites Available</b>					
R-40 Overlay Zone	239		371	722	1,332
ADU Production	272		8	120	400
<b>Total Units Available</b>	<b>511</b>		<b>379</b>	<b>842</b>	<b>1,732</b>
Unit Surplus	66		230	412	708

Source: Pico Rivera 2021

To incentivize development, the State requires that a streamlined process occur for affordable housing units that were identified in the approved Housing Element Cycle. As such, through the use of the R-40 Overlay Zone, a Conditional Use Permit will not be required for developers wishing to develop affordable housing units within the 69 candidate sites. As part of the proposed Project, the City has also prepared objective design standards which developers would have to meet to utilize the streamlined process per Senate Bill (SB) 35. The objective design standards would be applicable to any by-right residential or mixed-use project qualifying for a streamlined, ministerial approval (no matter its location within the city), and would address items such as (but not limited to) site design, building mass, lighting, and open space.

### **3 Decision Not to Prepare a Subsequent EIR or MND**

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As outlined in Section 15164(b) of the CEQA Guidelines, a lead agency shall prepare an addendum to an adopted negative declaration if only minor technical changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR or negative declaration have occurred.

As discussed in the following impact analysis, the technical changes and additions associated with the proposed Zone Amendments and Reclassification would not introduce new significant environmental impacts beyond those that have already been identified and characterized in the 2022 IS-MND for the approved Housing Element Update. None of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR or MND have occurred or would occur as a result of the proposed Project. Therefore, this Addendum to the adopted 2022 IS-MND for the approved Housing Element Update is consistent with CEQA, and is the appropriate level of environmental documentation to provide under CEQA. This Addendum will be considered by the City of Pico Rivera decision-making body in making a determination on the proposed Zone Amendments and Reclassification.

## 4 Environmental Checklist and Impacts of the Proposed Zone Amendments and Reclassification

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This Addendum evaluates potential environmental impacts that could result from the proposed Zone Amendments and Reclassification. The existing environmental conditions throughout the city, and within the 69 candidate housing sites, are substantially the same under present conditions as described in the approved Housing Element Update. Nonetheless, the analysis below provides updates where necessary to characterize potential impacts associated with the proposed Project.

Appendix G of the CEQA Guidelines provides a checklist of environmental issues areas that are suggested as the issue areas that should be assessed in CEQA analyses. Consistent with the impacts analyses included in the 2022 IS-MND for the approved Housing Element Update, this Addendum addresses all 20 environmental issue areas included in Appendix G of the CEQA Guidelines, as listed:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. Aesthetics                         | 11. Land Use Planning             |
| 2. Agriculture and Forestry Resources | 12. Mineral Resources             |
| 3. Air Quality                        | 13. Noise                         |
| 4. Biological Resources               | 14. Population and Housing        |
| 5. Cultural Resources                 | 15. Public Services               |
| 6. Energy                             | 16. Recreation                    |
| 7. Geology and Soils                  | 17. Transportation                |
| 8. Greenhouse Gas Emissions           | 18. Tribal Cultural Resources     |
| 9. Hazards and Hazardous Materials    | 19. Utilities and Service Systems |
| 10. Hydrology and Water Quality       | 20. Wildfire                      |

The 2022 IS-MND assumed project buildout by 2029 to meet the City's RHNA allocation of 1,024 housing units and analyzed a potential development capacity of 1,332 housing units, which includes a 30 percent buffer atop the original RHNA allocation. Potential environmental impacts of the proposed Zone Amendments and Reclassification are analyzed to determine whether impacts are consistent with the impact analysis provided in the 2022 IS-MND for the approved Housing Element Update, and whether additional mitigation measures are required to minimize or avoid potential impacts. Where impacts are identified in the following analysis, discussion of existing applicable regulations and identified mitigation measures from the 2022 IS-MND are included as relevant to the avoidance of potential impacts from the proposed Project. As discussed in Section 2.2, *Proposed Zone Amendments and Reclassification*, the City assumed a potential development capacity of 1,332 housing units in the 69 candidate housing sites from the R-40 Overlay Zone and an additional 400 ADUs in single-family residential areas. While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, the analysis in this Addendum evaluates impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the proposed Project.

## 4.1 Aesthetics

As discussed in Section 4.1, *Aesthetics*, of the 2022 IS-MND, aesthetic impacts from implementation of the 2022 approved Housing Element Update would be less than significant with mitigation required. The proposed Project would not result in direct housing construction but would facilitate and provide a policy framework for future housing development throughout the City. The City of Pico Rivera General Plan (General Plan) does not identify any scenic vistas in the City. There are no State- or County-designated scenic highways in or near the City. The Arroyo Seco Historic Parkway Scenic Byway (federal byway) is approximately nine miles northwest of the City's northwestern boundary. Because there are no State- or County-designated scenic highways in or proximate to the City, similar to the approved Housing Element Update, housing development under the proposed Project would not damage scenic resources and there would be no impact associated with scenic vistas and scenic highways.

Future housing development under the approved Housing Element Update would require consistency with General Plan policies and compliance with Pico Rivera Municipal Code (Municipal Code) standards, which would be verified through the City's development review process, and therefore, would not conflict with zoning or regulations governing scenic quality. Further, future housing development would be required to comply with Measure SC AES-1, which requires applicants to provide a lighting and photometric plan demonstrating that there shall not be any light spillage to nearby residential properties. Considering these requirements and the City's standard conditions, future housing development facilitated by the Housing Element Update would not create new sources of substantial light or glare. Therefore, impacts would be less than significant with mitigation incorporated.

Similar to the approved Housing Element Update, the proposed Project would be required to comply with Measure SC AES-1, which requires applicants to provide a lighting and photometric plan demonstrating that there shall not be any light spillage to nearby residential properties, in order to reduce impacts regarding light and glare. Any development resulting from the proposed Zone Amendments and Reclassification would be subject to these detailed design and development standards, similar to the approved Housing Element Update, and thus, the proposed Project would result in no new impacts related to aesthetics or impacts that would be substantially more severe than those discussed in the 2022 IS-MND for the approved Housing Element Update.

**Measure SC AES-1:** The applicant shall provide a lighting and photometric plan demonstrating that there shall not be any light spillage to nearby residential properties.

The proposed Zone Amendments and Reclassification identified up to 1,332 residential units on 69 candidate housing sites throughout the city (refer to Figure 2) and an additional 400 ADUs. Development under the proposed Project would occur in already-developed urban areas, similar to the approved Housing Element Update. The R-40 Zoning Overlay would allow sites to be utilized for higher density low-income projects and increase the density of the sites that utilize the overlay to 40 units per acre. The densities of the candidate housing sites currently range from 25 to 35 units per acre. Implementation of the R-40 Zoning Overlay would increase the density on candidate housing sites by 5 to 15 units per acre, which would likely increase the heights of proposed housing developments. Nonetheless, future housing development under the proposed Project would be subject to the City's development review process and be required to demonstrate consistency with General Plan policies and Municipal Code standards. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the

additional residential units under the proposed Project would not result in a new significant impact affecting the existing aesthetic quality of the urban area as they would be compatible with the primary residences of single-family residential areas and they would comply with City development standards.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

## **4.2 Agriculture and Forestry Resources**

The 2022 approved Housing Element Update area consists of developed urban areas that do not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmlands); agricultural uses; or forest land. Additionally, the approved Housing Element Update area is not under a Williamson Act contract or zoned for agriculture or forestry. No impact on agriculture and forestry resources would occur from implementation of the approved Housing Element Update.

The proposed Zone Amendments and Reclassification do not include any additional candidate housing sites that were not previously evaluated. Similar to the approved Housing Element Update, the proposed Project would not include agriculture or forestry uses and would not introduce non-agriculture or non-forest uses to areas designated/zoned for agriculture or forest land, nor would there be any sites under a Williamson Act contract or zoned for agriculture or forestry in the Plan area. The proposed Project does not change the number or location of any candidate housing sites in the city. Under the proposed Zone Amendments and Reclassification, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing. Similar to the approved Housing Element Update, the proposed Zone Amendments and Reclassification would not result in changes to land use or zoning that could lead to the conversion of agricultural or forested land in the City.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting the existing agricultural or forestry resources provided that they would be built within existing single-family residential areas. As a result, the proposed Project would not introduce new impacts or substantially increased impacts related to agriculture and forestry resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

No Impact (Same as Approved Housing Element Update)

## 4.3 Air Quality

The 2022 IS-MND determined that the approved Housing Element Update would be consistent with the standards and policies set forth in the 2016 Air Quality Management Plan (AQMP) and would not conflict with or obstruct implementation of the AQMP. The 2022 IS-MND also determined future housing development on candidate housing sites, at a minimum, would be required to meet CALGreen and Energy Code (CCR Title 24, Part 6) mandatory energy requirements in effect at the time of the development application. Projects would benefit from the efficiencies associated with these regulations as they relate to building heating, ventilating, and air conditioning mechanical systems, water heating systems, and lighting. Future housing development facilitated by the approved Housing Element Update would not result in a cumulatively considerable net increase of any criteria pollutant for which the South Coast Air Basin (SCAB) is in nonattainment under an applicable federal or State ambient air quality standard. In regard to sensitive receptor exposure to substantial pollutant concentrations, the approved Housing Element Update would not result in direct housing construction but would facilitate future housing development throughout the city consistent with State Housing laws.

Future housing development facilitated by the approved Housing Element Update would be subject to the City's development review process to demonstrate that both daily construction emissions and operations would not exceed South Coast Air Quality Management District's (SCAQMD) significance thresholds for any criteria air pollutant. Future housing development could result in odors generated from vehicles and/or equipment exhaust emissions during construction. Such odors would be temporary and generally would occur at magnitudes that would not affect substantial numbers of people. Therefore, all impacts related to air quality would be less than significant.

While the approved Housing Element Update was not found to have significant and unavoidable air quality impacts, future housing development would be required to follow all standard conditions as well as the following mitigation measures:

- Measure SC AQ-1:** The following measures shall be incorporated to minimize pollutant emissions associated with construction activities:
- Construction activities shall require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) to the extent feasible. Under conditions where it is determined that 2010 model year or newer diesel trucks are not readily available or obtainable for a project, the applicant shall be required to provide this evidence to the City and shall instead use trucks that meet USEPA 2007 model year emissions requirements.
  - All off-road diesel-powered construction equipment greater than 50 horsepower shall meet Tier 4 emission standards, where available. In addition, all stationary construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each equipment unit's certified tier specification, BACT documentation, and

**Zone Code Amendments and Zone Reclassification**

CARB or South Coast AQMD operating permit shall be provided to the City at the time of mobilization of each applicable unit of equipment.

- Measure SC AQ-2:** The applicant shall require by contract specifications that construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.
- Measure SC AQ-3:** The applicant shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site rather than electrical generators powered by internal combustion engines to the extent feasible. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.
- Measure SC AQ-4:** The applicant shall require by contract specifications that all off-road construction equipment engines shall be maintained in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Equipment maintenance records and equipment design specifications data sheets shall be kept onsite during construction for periodic review by the City Inspector. Contract specification language shall be reviewed by the City prior to issuance of a grading permit.
- Measure SC AQ-5:** A project-specific localized emissions analysis shall be prepared that identifies the project's construction emissions using either South Coast AQMD's LST screening tables (for projects that are less than five acres) or dispersion modeling (for projects that exceed five acres in size). Where it is determined that construction emissions would exceed the applicable LSTs or the most stringent applicable federal or state ambient air quality standards, the project shall reduce its daily construction intensity (e.g., reducing the amount of equipment used daily, reducing the amount of soil graded/excavated daily, etc.) and/or use off-road construction equipment outfitted with the most stringent emissions control technology (e.g., equipment meeting Tier 4 emissions standards) such that the project's resulting construction emissions would no longer exceed South Coast AQMD's LSTs or result in pollutant emissions that would cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standards.
- Measure SC AQ-6:** New sensitive land uses shall not be located within 1,000 feet of an existing or proposed distribution center/warehouse facility that generates more than 100 trucks per day, more than 40 trucks with operating TRUs per day, or where TRU unit operations exceed 300 hours per week. Under conditions where the 1,000-foot siting distance cannot be met, a health risk assessment (HRA) shall be conducted to evaluate the health risks to the new sensitive land uses from the TAC emissions generated from the mobile sources associated with the distribution center/warehouse facility. Based on the findings in the HRA, appropriate measures shall be taken, if necessary, to reduce the cancer risk resulting from TAC-exposure from mobile sources to below 10 in one million for the maximally-exposed individual. These measures may include, but are not limited to, implementation of appropriate

Minimum Efficiency Reporting Value (MERV) filters at the new sensitive land use development.

**Measure SC AQ-7:** For all residential projects proposed adjacent to the BNSF and Union Pacific railroads, an air quality study shall be prepared to determine the most effective buffering technique to ensure the exterior living areas are not exposed to substantial pollutant concentrations from the railroad. Appropriate buffering shall be incorporated into the tentative subdivision map or other form of site plan submitted for approval by the City of Pico Rivera.

**Measure SC AQ-8:** All housing sites shall include air filtration systems designed to have a Minimum Efficiency Reporting Value (MERV) of 13 as indicated by the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 52.2. The air handling systems shall be maintained on a regular basis per manufacturers recommendations by a qualified technician employed or contracted by the project proponent. Operation and maintenance of the system shall ensure that it performs at or above the minimum reporting value.

**Measure SC AQ-9:** Any development within the Emergency Shelter zone shall be designed and sealed inoperable windows combined with HVAC systems.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project.

The approved Housing Element Update identifies policies and programs that could be implemented to provide additional capacity for future development of housing units consistent with State Housing Law. The approved Housing Element Update was found to be consistent with the standards and policies set forth in the 2016 AQMP and did not conflict with or obstruct implementation of the AQMP. The proposed Zone Amendments and Reclassification would increase the population to 67,764 residents by 2045 (see Section 14, *Population and Housing*). The current 2022 AQMP is based on the population projections in the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) (Southern California Association of Governments [SCAG] 2020). Population for Pico Rivera in the 2020-2045 RTP/SCS was estimated at 67,400 by 2045 (SCAG 2020). This would constitute a 0.5 percent increase over SCAG's 2045 population projection. In connection with the goals, policies, and programs of the approved Housing Element Update, the proposed Zone Amendments and Reclassification would provide the opportunity for higher-density development with affordable housing units. Individual projects under the proposed Project would be required to comply with applicable federal, State, regional, and local housing laws and policies. Therefore, it is not anticipated that future housing development facilitated by the proposed Zone Amendments and Reclassification would interfere with South Coast AQMD goals for improving air quality in the SCAB or conflict with or obstruct implementation of applicable air quality plans. As such, with respect to conflicting with or obstructing implementation of the applicable air quality plan, the proposed Project would be less than significant which is consistent with the approved Housing Element Update.

Regional and localized construction emissions under the proposed Zone Amendments and Reclassification would be similar in nature to those identified in the approved Housing Element



**Zone Code Amendments and Zone Reclassification**

Update. Construction under the proposed Project would span eight years starting in 2023. As shown in Table 3, the daily construction emissions for each year of construction would be below the SCAQMD thresholds. Implementation of Measures SC AQ-1 through SC AQ-4 from the approved Housing Element Update would also apply to the future housing development under the proposed Project and would further reduce construction emissions. Therefore, due to the level of construction activities, construction emissions are anticipated to remain less than significant, which is consistent with the approved Housing Element Update.

**Table 3 Daily Construction Emissions per Year**

Emissions Source	Estimated Emissions (lbs/day)					
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
2023	4.0	39.8	36.9	0.1	21.7	11.8
2024	7.0	34.4	111.0	0.1	18.5	5.1
2025	6.7	22.5	103.0	0.1	18.4	4.7
2026	5.8	21.1	96.6	0.1	18.3	4.7
2027	18.8	21.5	107.0	0.1	21.5	5.4
2028	18.5	20.6	101.0	0.1	21.5	5.4
2029	18.3	19.4	95.6	0.1	21.5	5.3
2030	18.0	18.3	90.7	0.1	21.5	5.3
<b>SCAQMD Thresholds</b>	75	100	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

See Appendix A for CalEEMod results. Note: Totals have been rounded. Construction emissions were pulled from Table 2.2 *Construction Emissions by Year, Unmitigated*. Daily, Summer (Max) are included as a conservative measure of the proposed Zone Amendments and Reclassification’s predicted emissions.

Source: SCAQMD 2019

Operational emissions from the proposed Zone Amendments and Reclassification would vary from the approved Housing Element Update due to the change in the type of land use anticipated in the proposed Project and associated zoning code amendments. Therefore, the proposed Project’s operational emissions were modeled in California Emissions Estimator Model (CalEEMod) (included as Appendix A) consistent with the methodology of the SCAQMD.<sup>1</sup> As shown in Table 4, the net emissions would be below the SCAQMD’s regulatory thresholds for criteria pollutants.

<sup>1</sup> Specific single-family residential sites are not identified for buildout of the additional 400 ADUs; however, they would be in single-family residential areas throughout the city. Based on zoning and development standards in Sections 18.40.040 and 18.42.040 of the Municipal Code, ADUs have a floor area not exceeding 1,200 square feet in a single-family residential zone. Therefore, for the purposes of the CalEEMod referenced in technical portions of this Addendum, this analysis assumes that the 400 ADUs would have a total floor area of 480,000 square feet and would be built on 12 acres (480,000 square feet = 12 acres). Furthermore, the 1,332 housing units from the R-40 Overlay Zone would be built upon 91.7 acres consistent with the acreage of the 69 candidate sites. The floor area associated with the 1,332 units was based on the CalEEMod default value, which assumed a floor area of 1,278,720 square feet (Appendix A).

**Table 4 Daily Operational Emissions**

Emissions Source	Estimated Emissions (lbs/day)					
	ROG	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area	50.8	31.0	111.0	0.2	2.5	2.5
Energy	0.3	5.4	2.3	<0.1	0.4	0.4
Mobile	0.1	<0.1	0.6	<0.005	0.1	<0.1
<b>Project Total</b>	<b>51.1</b>	<b>36.4</b>	<b>114.0</b>	<b>0.2</b>	<b>3.0</b>	<b>2.9</b>
SCAQMD Thresholds	55	55	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

See Appendix A for CalEEMod results. Note: Totals may not add up due to rounding. Operational emissions were pulled from Table 2.5 *Operations Emissions by Sector, Unmitigated*. Daily, Summer (Max) are included as a conservative measure of the proposed Zone Amendment and Reclassification’s predicted emissions.

Source: SCAQMD 2019

Construction and operational impacts with respect to toxic air contaminants (TAC) would not substantially increase compared to those identified in the approved Housing Element Update since the nature of the development would not change under the proposed Zone Amendment and Reclassification. Construction impacts were determined to be less than significant under the approved Housing Element Update and, while activities are anticipated to increase under the proposed Project, construction impacts to health risk are anticipated to remain less than significant. Due to the nature of the proposed land uses, the proposed Project is not anticipated to result in non-permitted emission sources and, consistent with the approved Housing Element Update, would not represent a risk to existing sensitive receptors from operational activities. Additionally, Measures SC AQ-1 through SC AQ-9 from the approved Housing Element Update would be implemented under the proposed Zone Amendment and Reclassification and would reduce potential exposure of new sensitive receptors to existing TAC sources. Therefore, these mitigation measures would also reduce potential impacts to new sensitive receptors under the proposed Project to less than significant levels.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting the existing air quality. With respect to construction impacts, construction under the proposed Zone Amendment and Reclassification would be consistent with those impacts identified in the approved Housing Element Update; therefore, as with the approved Housing Element Update, the proposed Project is not anticipated to exceed regulatory thresholds for criteria pollutants and therefore would be less than significant. With respect to operational impacts, the proposed Zone Amendment and Reclassification would be consistent with the AQMP and would not exceed the regulatory thresholds. Therefore, consistent with the approved Housing Element Update, the proposed Zone Amendment and Reclassification would be less than significant.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## 4.4 Biological Resources

Given that the approved Housing Element Update area is a highly disturbed, urban environment, the 2022 IS-MND determined that biological impacts would be less than significant. However, mitigation measures for future housing development will be required due to the City's proximity to three major open space areas, and the potential impacts on candidate, sensitive, or special status wildlife or plant species through direct or indirect disturbance or elimination of essential habitat. All future housing developments facilitated by the Housing Element Update would also be required to incorporate measures for protecting biological resources from construction-related activities such as vegetation removal and degradation to plant and wildlife habitat.

The approved Housing Element Update would not result in direct housing construction but would facilitate future housing development throughout the City. There are no candidate housing sites proposed within the Whittier Narrows Recreation Area. The nearest candidate housing site is #64, which is about 1.7 miles south of the Whittier Narrows Recreation Area. All future housing development facilitated by the Housing Element Update would be required to demonstrate compliance with federal, State, and local requirements aimed at protecting biological resources. Additionally, all future housing development facilitated by the Housing Element Update would be required to comply with measures for avoiding and minimizing construction and operations impacts to riparian habitat or other sensitive vegetation communities. The 2022 IS-MND determined that future housing development where the City has determined a potential for impacts to a wildlife corridor, would be required to prepare a site-specific general biological resources survey on sites that contain the presence of any sensitive biological resources. If vegetation clearing would occur during the bird breeding season (February 1 to July 15 for raptors and January 15 to August 31 for other birds), direct impacts to nesting birds could occur. Following compliance with the established regulatory framework, as well identified measures, future housing development would mitigate potential impacts to a less than significant level.

The City regulates roadside and parkway trees to protect biological resources. According to General Plan Environmental Resources Policy 8.6-4, Tree Preservation, the City shall preserve significant native and heritage trees and reduce the loss of these trees through mitigation and replanting programs, when feasible. All future housing development would be subject to the City's development review process and requirements to demonstrate compliance with General Plan policies and Municipal Code regulations related to the removal or installation of public trees. The City of Pico Rivera is not located within the boundaries of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

**Measure SC BIO-1:** Applications for future housing development facilitated by the Housing Element Update, where the City has determined a potential for impacts to special-status wildlife and plants species, shall be required to comply with the following mitigation framework:

Prior to the issuance of any permit for future development consistent with the Housing Element Update, a site-specific general biological resources survey shall be conducted on sites that contain the presence of any sensitive biological resources, including any sensitive plant or wildlife species. A

biological resources report shall be submitted to the City to document the results of the biological resources survey. The report shall include (1) the methods used to determine the presence of sensitive biological resources; (2) vegetation mapping of all vegetation communities and/or land cover types; (3) the locations of any sensitive plant or wildlife species; (4) an evaluation of the potential for occurrence of any listed, rare, and narrow endemic species; and (5) an evaluation of the significance of any potential direct or indirect impacts from the proposed project. If

potentially significant impacts to sensitive biological resources are identified, future project-level grading and site plans shall incorporate project design features required by the applicant to minimize direct impacts on sensitive biological resources to the extent feasible, and the report shall also recommend appropriate mitigation to be implemented by the applicant to reduce the impacts to below a level of significance.

**Measure SC BIO-2:** Applications for future housing development facilitated by the Housing Element Update, where the City has determined a potential for impacts to protected wetlands or other waters of the U.S. and State, shall be required to comply with the following mitigation framework: Prior to issuance of a permit for grading or vegetation removal, future housing development of candidate housing sites wherein the City has determined the potential for impacts to sensitive biological resources, shall be required to prepare a site specific biological resources survey. The limits of any riparian habitats on-site under the sole jurisdiction of CDFW shall be delineated, as well as any special aquatic sites (excluding vernal pools) that may not meet Federal jurisdictional criteria but are regulated by Coastal Commission and the RWQCB.

**Measure SC BIO-3:** Housing development activities facilitated by the Housing Element Update shall avoid the bird breeding season (typically January through July for raptors and February through August for other avian species), if feasible. If breeding season avoidance is not feasible, the applicant shall be responsible for a qualified biologist to conduct a pre-construction nesting bird survey prior to the commencement of any ground disturbing activities to determine the presence/absence, location, and status of any active nests on or adjacent to the survey area. The extent of the survey buffer area surrounding each site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the Migratory Bird Treaty Act and the California Fish and Game Code and minimize the potential for project delay, nesting bird surveys shall be performed by the qualified biologist prior to project commencement. In the event that active nests are discovered, a suitable buffer (distance to be determined by the biologist or overriding agencies) shall be established around such active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest(s) is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest).

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this

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analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Given that the Project area would remain the same for the proposed Zone Amendment and Reclassification, the proposed Project may have an impact on candidate, sensitive, or special status wildlife or plant species through direct or indirect disturbance or elimination of essential habitat. All future housing developments facilitated by the proposed Zone Amendment and Reclassification would also be required to incorporate measures from the approved Housing Element Update for protecting biological resources from construction-related activities such as vegetation removal and degradation to plant and wildlife habitat.

Similar to the approved Housing Element Update, there are no candidate housing sites proposed within the Whittier Narrows Recreation Area. The nearest candidate housing site is #64, which is about 1.7 miles south of the Whittier Narrows Recreation Area. Where the City has determined a potential for impacts to a wildlife corridor, would be required to prepare a site-specific general biological resources survey on sites that contain the presence of any sensitive biological resources. future housing development where the City has determined a potential for impacts to a wildlife corridor, would be required to prepare a site-specific general biological resources survey on sites that contain the presence of any sensitive biological resources. If vegetation clearing would occur during the bird breeding season (February 1 to July 15 for raptors and January 15 to August 31 for other birds), direct impacts to nesting birds could occur. Thus, the proposed Zone Amendment and Reclassification would incorporate the measures from the approved Housing Element Update to reduce impacts to sensitive biological resources to a less than significant level.

The proposed Zone Amendment and Reclassification would also be required to comply with the City's General Plan Policy 8.6-4, Tree Preservation, in order to reduce the loss of trees through mitigation and replanting programs where feasible. Similar to the approved Housing Element Update, the proposed Project is not within the boundaries of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. All future housing development facilitated by the proposed Project would be required to demonstrate compliance with federal, State, and local requirements aimed at protecting biological resources. Following compliance with the established regulatory framework, as well identified measures, future housing development would mitigate potential impacts to a less than significant level.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting biological resources. The proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to biological resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

## 4.5 Cultural Resources

The 2022 IS-MND identified 13 buildings and sites with the potential for historical significance. One of the 13 sites, the La Mano building located at 9235 Whittier Boulevard, is on the California Register of Historical Resources. None of the other sites are currently listed on federal, State, or local registers. None of the candidate housing sites are located on the 13 identified, potentially historically significant sites. Nonetheless, future development on candidate housing sites could impact unidentified historical resources; therefore, projects would be required to comply with the established regulatory framework and apply Mitigation Measure SC CR-1 to preclude or mitigate impacts to historical resources.

The 2022 IS-MND determined that future housing development could disturb and potentially destroy subsurface prehistoric/historic archaeological resources or human remains through ground disturbances. All future housing development facilitated by the approved Housing Element Update on candidate housing sites would be subject to the City's development review process and be required to adhere to all federal, State, and local requirements for avoiding impacts to archeological resources, including General Plan Policies 3.12-3 and 8.7-4, which require consultation with appropriate organizations and individuals to minimize potential impacts to historic and cultural resources and cultural resource surveys for all applicable projects. Mitigation Measures SC CR-2 and SC CR-3 may also be required by City staff. Future housing projects would be required to comply with the established regulatory framework and implement the mitigation program under the 2022 IS-MND to reduce impacts to a less than significant level.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

**Measure SC CR-1:** Applications for future development facilitated by the Housing Element Update, where the City has determined a potential for impacts to historic resources, shall be required to comply with the following mitigation framework: For any building/structures in excess of 50 years of age having its original structural integrity intact, the applicant shall retain a qualified professional historian to determine whether the affected building/structure is historically significant. The evaluation of historic architectural resources shall be based on criteria such as age, location, context, association with an important person or event, uniqueness, or structural integrity, as indicated in State CEQA Guidelines Section 15064.5. A historical resource report shall be submitted by the applicant to the City and shall include the methods used to determine the presence or absence of historical resources, identify potential impacts from the proposed project, evaluate the significance of any historical resources identified, and measures to avoid or mitigate significant impacts.

**Measure SC CR-2:** Applications for future development consistent with the Housing Element Update, where the City has determined a potential for impacts to archeological resources, shall be required to comply with the following mitigation framework: Prior to the issuance of any permit for future development located on a previously undisturbed site, the applicant shall retain a qualified archaeologist to conduct an archaeological survey to evaluate the presence of cultural resources and the need for project impact mitigation by preservation, relocation, or other methods. An archaeological resource report shall be submitted by the applicant to the City and shall

include the methods used to determine the presence or absence of archaeological resources, identify potential impacts from the proposed project, and evaluate the significance of any archaeological resources identified. If there are potentially significant impacts to an identified archaeological/cultural resource, the report shall also recommend appropriate mitigation required by the applicant to reduce impacts to below a level of significance.

**Measure SC CR-3:** If currently unknown resources are discovered during grading or demolition, such activity shall be halted or diverted away from the affected area of the project site, until a qualified archaeologist can examine the archaeological resources to determine their significance. If the find(s) are determined to be significant, the archaeologist shall provide recommendations regarding the collection, documentation, and disposition of the archaeological resources and shall provide recommendations on whether the remainder of the site that has not yet been disturbed should be monitored

The 2022 IS-MND analyzes the buildout of 1,332 units over 69 candidate housing sites but does not analyze the buildout of an additional 400 ADUs. The proposed Zone Amendment and Reclassification does not change the number or location of any housing opportunity sites in the city. The proposed Project would accommodate up to 1,732 total future residential units which includes a 30 percent buffer and 400 ADUs. Under the proposed Zone Amendment and Reclassification, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing. Similar to the approved Housing Element Update area, the area for the proposed Project includes previously disturbed, urbanized developments. One of the 69 candidate housing sites is currently vacant, while the remaining 68 candidate housing sites contain existing development.

Similar to the approved Housing Element Update, none of the candidate housing sites under the proposed Project are located on the 13 identified, potentially historically significant sites. The likelihood of encountering archeological resources is greatest on undeveloped sites that have been minimally disturbed in the past (e.g., undeveloped parcels, vacant lots, and lots containing undeveloped areas), while previously disturbed sites are generally considered to have a lower potential for archeological resources since previous construction activities may have already removed or disturbed soil that may have contained resources. Notwithstanding, future housing development could disturb and potentially destroy subsurface prehistoric/historic archaeological resources through ground disturbances. For this reason, development projects under the proposed Zone Amendment and Reclassification would be required to comply with the established regulatory framework and implement Mitigation Measure SC CR-2.

There are no known burial sites or cemeteries in the City. Therefore, it is not anticipated that human remains would be present in the City outside formal cemeteries. However, human remains could be disturbed as a result of future development facilitated by the Housing Element Update. If human remains are found, those remains would require proper treatment in accordance with applicable laws, including State of California Health and Safety Code (HSC) Sections 7050.5 through 7055 and PRC Section 5097.98 and Section 5097.99. HSC Sections 7050.5 through 7055 describe the general provisions for treatment of human remains. In addition, development under the proposed Project would be required to comply with the established regulatory framework and implement Mitigation Measure SC CR-3, as needed, in order to reduce impacts to cultural resources.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting cultural resources. Overall, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to historic and archaeological resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## **4.6 Energy**

The 2022 IS-MND determined that it is expected that construction fuel consumption associated under the Housing Element Update would not be any more inefficient, wasteful, or unnecessary than other similar projects of this nature. Future development facilitated by the approved Housing Element Update would consume energy during operations through building electricity, water, and natural gas usage, as well as fuel usage from on-road vehicles. Future housing development must also comply with Mitigation Measure SC ENE-1, which requires the integration of energy conservation practices into new development projects, and all other applicable energy efficiency policies, such as CALGreen and the most current Building Energy Efficiency Standards. Therefore, implementation of the approved Housing Element Update would result in a less than significant impact on transportation-related energy uses and would not result in a wasteful, inefficient, or unnecessary consumption of energy resources.

Future housing developments would be reviewed for consistency with City policies related to renewable energy and energy efficiency, and with all Federal and State energy regulations, such as the California Energy Code Building Energy Efficiency Standards (CCR Title 24, Part 6), the CALGreen Code (CCR Title 24, Part 11), and Senate Bill (SB) 743 transportation-related impact analysis requirements. Future housing development would also be required to comply with Mitigation Measure SC ENE-2, which requires the applicant to comply with all requirements of Southern California Edison and to obtain all required permits. Therefore, compliance with the existing regulatory setting and City requirements would reduce impacts to a less than significant level.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

- Measure SC ENE-1:** Applicant to incorporate energy conservation practices into the project. These may include:
- i. Use of energy efficient or gas air conditioning systems and appliances.
  - ii. Low wattage or LED lighting, long-life bulbs, sensors to automatically turn off/on outdoor lighting, lights with dimmers, etc.
  - iii. Adequate insulation.
  - iv. Clean-burning or energy-efficient water heaters.



**Zone Code Amendments and Zone Reclassification**

- v. Solar energy, if feasible.

**Measure SC ENE-2:** The applicant shall comply with all requirements of Southern California Edison and obtain all required permits.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. The City of Pico Rivera receives electricity from Pico Rivera Innovative Municipal Energy (PRIME) through Southern California Edison (SCE). In 2021, the most recent year with available data, SCE's electricity generation and distribution infrastructure delivered approximately 29,735 giga-watt hours (GWh) of electricity to its residential customers (California Energy Commission [CEC] 2021a). The proposed Zone Amendment and Reclassification would result in approximately 6.4 GWh per year with respect to electricity (Appendix A). The proposed Project would utilize approximately 0.02 percent of SCE's total supply. In addition, similar to the approved Housing Element Update, the proposed Project would implement Mitigation Measures SC ENE-1 and ENE-2.

Natural gas is provided to the City by Southern California Gas Company (SoCalGas). In 2020, a total of approximately 2,261 million therms of natural gas were consumed by SoCalGas' residential customers (CEC 2021b). The proposed Project would result in approximately 229,275 therms of natural gas consumption per year. Development facilitated by the proposed Zone Amendment and Reclassification would utilize approximately 0.01 percent of SoCalGas supplies.

Similar to the approved Housing Element Update, all future housing development facilitated by the proposed Project would be subject to the City's development review process and required to adhere to all federal, State, and local requirements for energy efficiency. This includes SB 32's Scoping Plan that requires a 50 percent reduction in petroleum use in vehicles; SCAG's 2020-2045 RTP/SCS, which calls for the support of land use and transportation planning strategies that reduce energy use and GHG emissions, the latest Title 24 standards, and applicable goals and policies under the City's General Plan. In addition, the design and materials for future developments would be subject to compliance with the most current Building Energy Efficiency Standards. Prior to issuance of a building permit, the City would review and verify that the individual project plans demonstrate compliance with the current version of the Building and Energy Efficiency Standards. Individual projects would also be required adhere to the provisions of CALGreen, which establishes planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants. Upon compliance with all applicable standards and requirements, along with implementation of Mitigation Measures SC ENE-1 and ENE-2, future housing development under the proposed Project would result in a less than significant impact on transportation-related energy uses and would not result in a wasteful, inefficient, or unnecessary consumption of energy resources.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting energy. Potential energy impacts would be less than significant and would be consistent with the 2022 IS-MND and approved Housing Element Update.

## Effects and Mitigation Measures

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

## Conclusion

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## 4.7 Geology and Soils

The 2022 IS-MND determined that implementation of the Housing Element Update would not result in impacts relating to rupture of a known earthquake fault, liquefaction, landslides, and soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems, and would result in less-than-significant impacts relating to seismic ground shaking, unstable soils, and expansive soils (Section 4.7, *Geology and Soils*, of the 2022 IS-MND). There are no known earthquake faults that traverse the City. In addition, all development facilitated under the Housing Element Update would be subject to the City's development review process and adherence to all federal, State, and local requirements for avoiding and minimizing seismic-related impacts.

The 2022 IS-MND determined that while the potential for differential settlement, landslides, and seiches exist within the City, given soil, topographic and other conditions, their likelihood, and potential severity are generally limited. All future housing development facilitated by the Housing Element Update would be subject to the City's development review process and be required to adhere to all local, State, and federal requirements for avoiding and minimizing seismic-related impacts. In addition, future housing development facilitated by the Housing Element Update would not create substantial risks to life or property associated with unstable and expansive soils.

Regarding septic tanks, housing developed through the approved Housing Element Update would be in areas currently served by the City's sanitary sewer system and would not use septic tanks or other alternative wastewater disposal systems. Regarding paleontological resources, General Plan Environmental Resources Element Policy 8.7-4 requires that new development necessitating discretionary approval that could potentially impact paleontological resources to conduct a resource survey to ensure that potential sites are identified for avoidance or special treatment. Therefore, the overall impacts associated with geology and soils under the approved Housing Element Update were determined to be less than significant and mitigation would not be required.

There are no known earthquake faults that traverse the City. In addition, all development facilitated under the proposed Project would be subject to the City's development review process and adherence to all federal, State, and local requirements for avoiding and minimizing seismic-related impacts. Similar to the approved Housing Element Update, adherence with statewide National Pollutant Discharge Elimination System (NPDES) Construction General Permit construction requirements would ensure erosion would not occur onsite through implementation of erosion and sediment control best management practices (BMP) during construction of individual projects under the proposed Project. Therefore, impacts regarding seismicity and soil erosion would be less than significant. Similarly, given the same number and location of candidate housing sites as the approved Housing Element Update, potential impacts associated with septic tanks and paleontological resources under the proposed Project would be less than significant.

All future housing development facilitated by the proposed Zone Amendment and Reclassification would be subject to the City's development review process, and adherence to all federal, State, and

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local requirements for avoiding and minimizing impacts concerning soil erosion or loss of topsoil, including the City’s Grading and Excavation Code (Municipal Code Section 15.08.220), which establishes minimum requirements for grading, excavating and filling of land, and provides for the issuance of permits. Construction-related erosion would be addressed through compliance with the NPDES program, which requires implementation of a Storm Water Pollution Prevention Plan (SWPPP) and BMPs intended to reduce soil erosion. Impacts would remain less than significant.

All future housing development facilitated by the proposed Zone Amendment and Reclassification would be subject to the City’s development review process, and adherence to all federal, State, and local requirements, including the City’s Building Code (Municipal Code Chapter 15.08), and the City’s Grading and Excavation Code (Municipal Code Section 15.08.220), which require sets of plans and specifications, a Soils Engineering Report, and an Engineering Geology Report before issuance of grading permits (Municipal Code Section 15.08.220). Therefore, future housing development would not create substantial adverse risks to life or property associated with liquefaction and impacts would be less than significant.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting geology and soils. As a result, development of the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to geology, soils, and seismicity, and would be consistent with the impact analysis provided in the 2022 IS-MND.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## 4.8 Greenhouse Gas Emissions

The 2022 IS-MND determined that future housing development facilitated by the approved Housing Element Update would have a less than significant impact on GHG emissions. The approved Housing Element Update does not include the rezoning of any parcels. Thus, future growth and development facilitated by the approved Housing Element Update would have been accounted for in the General Plan EIR and SCAG RTP. The approved Housing Element Update, and future development facilitated by the Housing Element Update, would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Impacts would be less than significant.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project.

SCAG’s RTP/SCS includes a commitment to reduce emissions from transportation sources by promoting compact and infill development to comply with SB 375. Consistent with the approved Housing Element Update, the proposed Zone Amendment and Reclassification would implement many of the SCAG policies related to high-density, infill development that are focused on public

transit opportunities, and would involve the revitalization of an already developed urban area with infill development that would make use of the existing circulation and utility infrastructure. The proposed Project would also introduce high density residential uses, thus creating a mixed-use environment in which residents would benefit from nearby shopping and employment opportunities. Future development would be within walking distance of the varying modes of public transportation, which would encourage the use of public transportation and reduce GHG emissions.

Similar to the approved Housing Element Update, the proposed Zone Amendment and Reclassification is consistent with the General Plan. The proposed Project would amend some General Plan land uses and zoning designations of parcels to implement the approved Housing Element Update. As a result, the City would coordinate with SCAG to adjust the City’s households forecast in future updates to the RTP/SCS. Overall, the proposed Project would not result in a conflict with the General Plan because it is generally consistent with the goals and policies of the General Plan that aim at enhancing Pico Rivera by introducing mixed uses and creating a pedestrian-friendly environment.

There are numerous State plans, policies, and regulations adopted for the purpose of reducing GHG emissions. The principal State plan and policy is AB 32, the California Global Warming Solutions Act of 2006, as well as SB 32. The quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020 and the goal of SB 32 is to reduce GHG emissions to 40 percent below 1990 levels by 2030. The 2022 Scoping Plan Update identifies plans and regulations and strategies that are to be implemented at the State and project level that will reduce GHG emissions consistent with State policies. The proposed Zone Amendments and Reclassification would be required to include all mandatory green building measures for new developments under the CALGreen Code. Therefore, the proposed Project would be consistent with the Scoping Plan measures through incorporation of these stricter building and appliance standards. The proposed Project’s GHG emission were also quantitatively analyzed and are provided in this analysis for informational purposes.

Amortized over a 30-year period pursuant to SCAQMD guidance, construction associated with the project would generate approximately 648 MT CO<sub>2e</sub> per year. As shown in Table 5, annual average operational GHG emissions for the proposed Project would be approximately 4,477 MTCO<sub>2e</sub>.

**Table 5 Annual Emissions**

<b>Emissions Source</b>	<b>Project Emissions</b>
<b>Construction</b>	648.4
<b>Operational</b>	
Area	464.0
Energy	2,688.0
Mobile	27.6
Waste	501.0
Water	146.0
Refrigeration	2.1
<b>Total Proposed Project</b>	<b>4,477.1</b>

See Appendix A for CalEEMod results.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project

would not result in a new significant impact affecting GHGs. As a result, implementation of the proposed Zone Amendment and Reclassification would not generate GHG emissions that would be significant, and impacts would be consistent with the approved Housing Element Update.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.9 Hazards and Hazardous Materials**

The 2022 IS-MND determined that hazards and hazardous materials impacts from implementation of the approved Housing Element Update would be less than significant with mitigation incorporated. It was determined that impacts associated with the transport, use, or disposal of hazardous materials would be less than significant following compliance with the established regulatory framework. Potential impacts involving the accidental discovery of unknown wastes or suspect materials during construction would also be less than significant following compliance with the established regulatory framework. If a project is located within 0.25 miles of an existing or proposed school, adherence to California Hazardous Waste Control Law, California Health and Safety Code, and Resource Conservation and Recovery Act (RCRA) regulations would reduce potential impacts associated with the accidental release of hazardous materials.

Given the scope and location of the future housing development facilitated by the Housing Element Update, potential impacts associated with impairment or conflicts with implementation of emergency response plans would be less than significant. In addition, it was determined that there would be no impact to airports as there are no airports in Pico Rivera, and there would be no impacts in regard to exposure to wildfire resulting in a significant risk of loss, injury or death as the approved Housing Element Update area is fully urbanized, not adjacent to any wildland, and is located in a Non-Very High Fire Hazard Severity Zone.

However, the 2022 IS-MND discloses that the DTSC Envirostor database and State Water Resources Control Board Geo Tracker database identified 13 regulated facilities and 76 regulated facilities in the City, respectively. Future housing development facilitated by the approved Housing Element Update could occur near identified regulated facilities. Therefore, Mitigation Measure SC HAZ-1 was identified to ensure that any potential discovery of unknown wastes or suspect materials during construction that are believed to involve hazardous waste or materials are properly handled to reduce any hazards to the public or the environment. Upon implementation of this measure, potential impacts were found to be mitigated to a less than significant level.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing project:

**Measure SC HAZ-1:** If the Applicant or Applicant’s contractor discovers unknown wastes or suspect materials during construction that are believed to involve hazardous waste or materials, the applicant or applicant’s contractor shall:

1. Immediately cease work in the suspected contaminant's vicinity, remove workers and the public from the area, and secure the area.
2. Notify the applicant's Environmental Professional and immediately implement proper remedial activities as recommended.
3. Notify the City Engineer and Planning Division Director and implement measures to further secure the area.
4. The Hazardous Waste/Materials Coordinator shall advise the responsible party of further actions that shall be taken, if required.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Small quantities of hazardous materials would be anticipated, including cleaning solvents, fertilizers, pesticides, and other materials used in regular maintenance. On the local level, the Los Angeles County Fire Department routinely provides inspections to ensure the safe storage, management, and disposal of any hazardous materials in accordance with the federal, State, and local regulations. Potential impacts involving the accidental discovery of unknown wastes or suspect materials during construction would be less than significant upon compliance with the established regulatory framework. If a project is located within 0.25 miles of an existing or proposed school, adherence to California Hazardous Waste Control Law, California Health and Safety Code, and Resource Conservation and Recovery Act (RCRA) regulations would reduce potential impacts associated with the accidental release of hazardous materials.

Similar to the approved Housing Element Update, it is not anticipated that implementation of the proposed Zone Amendment and Reclassification would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Future housing development facilitated by the proposed Project would be subject to the City's development review process and compliance with 2019 California Fire Code Chapter 503, Fire Apparatus Access Roads, which specifies how fire access roads are required to be designed for new developments. Impacts to emergency response plans or emergency evacuation plans would be less than significant. In addition, similar to the approved Housing Element Update, the proposed Project is located in a Non-Very High Fire Hazard Severity Zone and would not expose people or structures to significant risk, injury, or death involving wildland fires.

Since all candidate housing sites are the same for the proposed Zone Amendment and Reclassification, future housing development facilitated by the proposed Project could occur near identified regulated facilities. Therefore, the proposed Zone Amendment and Reclassification would be required to incorporate Measure SC HAZ-1 from the 2022 IS-MND in order to reduce any hazards to the public or the environment.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact associated with hazards and hazardous materials. Thus, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to hazards and hazardous materials and would be consistent with the impact analysis provided in the 2022 IS-MND.

## **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

## **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## **4.10 Hydrology and Water Quality**

The 2022 IS-MND determined that hydrology and water quality impacts from implementation of the approved Housing Element Update would be less than significant. Construction and operation of future development under the implementation of the approved Housing Element Update could result in discharges of hazardous materials, sediment, and stormwater that could contaminate downstream waters. Compliance with required laws, permits, ordinances, and plans, including but not limited to Low Impact Development (LID) and Construction General Permit requirements would reduce impacts to hydrology and water quality to a less-than-significant level. However, all housing opportunity sites are developed except for one, which would increase impervious surfaces and off-site runoff that would have the potential to degrade surface or groundwater quality. To minimize this impact, future housing development facilitated by the Housing Element Update would be subject to the City's development review process, and requirements to install, implement, and maintain the BMPs identified in Municipal Code Section 16.04.110 and SC HYD-1 including, but not limited to materials storage; inspection, maintenance, and upgrade of BMPs, and the preparation of Standard Urban Stormwater Mitigation Programs (SUSMP). All new development would also be required to comply with existing water quality standards and waste discharge regulations set forth by the State Water Resources Control Board (SWRCB). Future developments facilitated by the Housing Element Update would comply with these regulations and waste discharges would be connected to the public wastewater system.

The 2022 IS-MND found that the following measure shall be implemented as a standard condition/condition of approval for future housing projects:

- Measure SC HYD-1:** The applicant shall implement various Best Management Practices (BMPs) during the construction process in order to control and filter potential stormwater runoff that may accumulate during the project's construction. These construction BMPs shall include the following:
- Runoff, sediment, and construction debris shall not leave the site and enter the storm drain system.
  - Any sediment or other materials which are tracked off-site shall be removed the same day as they are tracked off-site. Where determined necessary by the authorized enforcement officer, a temporary sediment barrier shall be installed.
  - Drainage controls to prevent runoff from leaving the site shall be utilized as needed, depending on the topography of the site and extent of proposed grading. These controls may include but are not limited to the following: the detention ponds, sediment ponds, or infiltration pits; the installation of dikes, filter berms, or ditches; and the installation of down drains, chutes or flumes.

- Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.
- Excavated soil shall be located on the site in a manner that eliminates the possibility of sediments running off-site. Soil piles shall be covered until the soil is either used or removed.
- No runoff from washing construction or other industrial vehicles on site shall be permitted to leave the site or enter the storm drain system.
- The City may, as a condition of granting a construction permit, set reasonable limits on the clearing of vegetation from construction sites, including but not limited to regulating the length of time during which soil may be bare and, in certain sensitive cases, prohibit bare soil.

The 2022 IS-MND analyzes the buildout of 1,332 units over 69 candidate housing sites but does not analyze the buildout of an additional 400 ADUs. The proposed Zone Amendment and Reclassification does not change the number or location of any candidate housing sites in the city. The proposed Project would accommodate up to 1,732 total future residential units which includes a 30 percent buffer and 400 ADUs. Under the proposed Project, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing.

Similar to the approved Housing Element Update, if future developments disturb more than one acre of land surface, they would be required to obtain coverage under the NPDES storm water program. The NPDES Construction General Permit program calls for the implementation of BMPs to reduce or prevent pollutant discharge from these activities to the Maximum Extent Practicable for urban runoff and to meet the Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology standards for construction storm water. Construction activities would be required to comply with a Project-specific SWPPP that identifies erosion-control and sediment-control BMPs that would meet or exceed measures required by the Construction Activity General Permit to control potential construction-related pollutants. Additionally, the proposed Zone Amendment and Reclassification would be subject to the City's development review process, and requirements to install, implement, and maintain the BMPs identified in Municipal Code Chapter 16.04 and Measure SC HYD-1 from the 2022 IS-MND in order to reduce construction and operational impacts to run off.

Implementation of the proposed Zone Amendments and Reclassification would not substantially alter drainage patterns or expose additional residents to flood-related hazards. Future housing development facilitated by the proposed Project would be subject to the City's development review process and adherence to all federal, State, and local requirements for avoiding construction and operations impacts that could substantially alter the existing drainage pattern or alter the course of a stream or river, including the City's Municipal Code and Measure SC HYD-1 from the 2022 IS-MND. Similarly, the proposed Project would be required to comply with the City's Urban Water Management Plan, Municipal Code standards, and SC HYD-1. As a result, future housing development facilitated by the proposed Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting hydrology and water quality. Overall, the



proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to hydrology and flooding and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## **4.11 Land Use Planning**

The 2022 IS-MND determined that the approved Housing Element Update does not include infrastructure improvements that would bisect existing established communities. Out of the 69 candidate housing sites, 68 are developed in urban areas and would be considered in-fill developments. Further, candidate housing sites have been identified throughout the City, rather than concentrated in a single area, and therefore, would not divide an established community. Future housing development facilitated by the approved Housing Element Update would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable to new housing development. As such, the approved Housing Element Update would be consistent with applicable land use and planning policies in the State, regional, and local context as necessary to meet that legislation. Land use impacts were found to be less than significant under the approved Housing Element Update.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project would not divide an established community. The candidate housing sites would remain to be considered as infill development that would be spread throughout the City rather than concentrated in a single area.

The proposed Zone Amendment and Reclassification would not result in direct housing construction but would facilitate future housing development as market conditions allow and at the discretion of the owners. In addition, the proposed Project would provide the option to owners and developers to utilize the R-40 Zoning Overlay to produce low-income housing in higher densities on the candidate housing sites. Future housing development facilitated by the proposed Project would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable to new housing development. As such, the proposed Zone Amendment and Reclassification would be consistent with applicable land use and planning policies in the State, regional, and local context as necessary to meet that legislation.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting land use and planning. The proposed Project

would not introduce new impacts or substantially increased impacts related to land use and planning, and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.12 Mineral Resources**

The area analyzed under the 2022 IS-MND consists of developed urban land. The Surface Mining and Reclamation Act of 1975 (SMARA) requires classification of land into mineral resource zones (MRZs) according to the area's known or inferred mineral potential. The City is not located in an area identified as a locally important mineral resource recovery site. Further, the General Plan does not identify any part of the City as a locally important mineral resource recovery site. Therefore, the approved Housing Element Update would have no impact concerning mineral resources and no mitigation is required.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project would not be implemented in an area identified as a locally important mineral resource recovery site. In addition, the City's General Plan does not identify any part of the City as a locally important mineral resource recovery site.

Although the proposed Project analyzes the additional 400 ADUs in comparison to the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting mineral resources. As a result, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to mineral resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.13 Noise**

The 2022 IS-MND determined that noise and vibration-related impacts from new development under the approved Housing Element Update could be divided into construction impacts and operational impacts (see Section 4.13, *Noise*, of the 2022 IS-MND). New development would comply

**Zone Code Amendments and Zone Reclassification**

with the City's existing noise standards and daytime construction hours permitted by the City's Municipal Code. Standard Conditions/Conditions of Approval have been identified for construction-related activities, including but not limited to preparation of a Noise Mitigation Plan; identification of a noise disturbance coordinator and provide a hotline number to allow community members to voice any noise complaints resulting from construction activities; and BMPs that applicants must comply with during construction to reduce noise impacts from the construction of housing developments. Future housing development facilitated by the approved Housing Element Update would result in additional housing, people, pets, and automobiles in the City. Noise would be generated by stationary operation-related sources, such as heating, ventilation, and air conditioning (HVAC) units, generators, lawn maintenance equipment, and swimming pool pumps. All future housing development would be subject to the City's development review process, compliance with Municipal Code standards, and adherence to the mitigation measures identified under the 2022 IS-MND (listed below). Therefore, upon compliance with applicable regulations and implementation of the applicable measures, construction and operation noise impacts would be mitigated to a less than significant level.

Similarly, construction facilitated by the approved Housing Element Update could adversely impact buildings located near construction sites depending on soil type, ground strata, and construction characteristics of the receiver buildings. To further lessen the potential vibration-related impacts to historic resources and sensitive uses (i.e., nonengineered timber and masonry buildings), the 2022 IS-MND includes measures related to the location and use of equipment. Alternative installation methods could reduce vibration impacts below the 0.2 inch/second threshold. Residential uses would not be anticipated to generate excessive groundborne vibration. Therefore, impacts related to groundborne vibration from construction or operation of the approved Housing Element Update would be mitigated to a less than significant level.

There would be no impacts regarding airport noise, as the nearest airport to the approved Housing Element Update area is the Long Beach Airport located approximately 15 miles south. The City of Pico Rivera is not within the Airport's influence area and thus, no impact would occur.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

**Measure SC NOI-1:** The City shall consider all future developments to ensure their compliance with Policies 11.1-1 through 11.2-6 in the Noise Element of the General Plan Update and determine if operational noise levels generated by the development would exceed the City's permissible noise standards for transportation and stationary noise sources established in the Noise Element. If City noise standards would be exceeded, design measures shall be taken to ensure that operational noise levels would be reduced to levels that comply with the permissible City noise standards to the extent feasible. These measures may include, but are not limited to, the erection of noise walls, use of landscaping, and/or the design of adequate setback distances for the new developments.

**Measure SC NOI-2:** Concurrent with submittal of a project application at any of the Housing Opportunity locations, the project proponent shall submit a noise study to evaluate existing and projected noise levels that could affect residences within the project sites to assure that exterior and interior noise levels meet City noise standards. If noise standards are exceeded, measures to attenuate noise levels shall be required to attenuate noise to levels that in accordance

with City standards. Noise studies shall be prepared to the satisfaction of the City's Community Development Director.

- Measure SC NOI-3:** All dwelling units shall maintain interior noise levels that do not exceed 45 dBA, when all windows and doors are closed.
- Measure SC NOI-4:** All construction activities shall take place only between the hours of 7:00 a.m. and 7:00 p.m. in compliance with Policies 11.3-1 and 11.3-2 in the Noise Element of the General Plan.
- Measure SC NOI-5:** Applicant shall submit a Noise Mitigation Plan to the Community and Economic Development – Planning Division for review and approval. The Plan shall depict the location of construction equipment storage and maintenance areas, and document methods to be employed to minimize noise impacts on adjacent noise sensitive land uses.
- Measure SC NOI-6:** During the construction phase, the applicant shall designate a noise disturbance coordinator who will be responsible for responding to neighborhood complaints about construction noise by determining the cause of the noise complaints and require implementation of reasonable measures to correct the problem. The noise disturbance coordinator and their responsibilities shall be identified and reflected within the Noise Mitigation Plan. The coordinator's telephone number(s) shall be prominently displayed at construction locations.
- Measure SC NOI-7:** The applicant shall be responsible for providing a hotline number that adjacent residents or businesses may call with concerns or questions regarding construction activities. The hotline number shall be made available 24 hours a day, 7 days a week and shall be answered with a live person. Applicant shall install and maintain a temporary construction sign displaying the hotline number within the project site during the construction phase. A site plan and to-scale elevations of the temporary construction sign shall be submitted to the Community and Economic Development Department – Planning Division for review and approval, prior to installation. The hotline number and its operation details shall be identified and reflected within the Noise Mitigation Plan.
- Measure SC NOI-8:** 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.
- Measure SC NOI-9:** Approval of development permits shall ensure that the operation of jackhammers shall be prohibited within 25 feet of existing residential structures and 20 feet of institutional structures during construction activities associated with any project-specific development, to the extent feasible.
- Measure SC NOI-10:** The City shall require a preconstruction meeting with the City's job inspector(s) and the general contractor or onsite project manager to confirm that noise and vibration mitigation and practices (including construction hours, sound mufflers on equipment, neighborhood notification, posted signs, etc.) are implemented.

**Zone Code Amendments and Zone Reclassification**

- Measure SC NOI-11:** The City shall ensure that stationary construction noise sources be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible. Construction equipment staging and storage areas shall be located as far from nearby residential uses as possible. The City shall ensure that project approvals require that construction activities whose specific location on a construction site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) be conducted as far as possible from the nearest noise-sensitive land uses.
- Measure SC NOI-12:** During the construction phase, prohibit and post signs prohibiting unnecessary idling of internal combustion engines.
- Measure SC NOI-13:** During the construction phase, utilize “quiet” air compressors and other stationary equipment where feasible and available.
- Measure SC NOI-14:** 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.
- Measure SC NOI-15:** Approval of development permits shall ensure that where a new development would be constructed adjacent to an existing historic building, the project developer shall require by contract specifications that a certified structural engineer be retained to submit evidence that the operation of vibration-generating equipment associated with the new development would not result in any structural damage to the adjacent historic building. Contract specifications shall be included in the construction documents for the new development, which shall be reviewed by the City prior to issuance of a construction permit.
- Measure SC NOI-16:** The City shall require that all construction truck traffic be restricted to routes approved by the City of Pico Rivera, which shall avoid residential areas and other sensitive receptors to the extent feasible.
- Measure SC NOI-17:** To avoid impacts to vibration-sensitive structures (i.e., non-engineered timber and masonry buildings) located within a 50-foot radius of pile driving activities, prior to demolition, grading, or building permit approval, the applicant shall provide for the following measures to be specified on the project plans and implemented prior to and during construction:
- Construction equipment that generates high levels of vibration, such as large bulldozers, loaded trucks, and caisson drills, shall be prohibited within 45 feet of residential structures and 35 feet of institutional structures during construction of any project-specific development to the extent feasible. Small, rubber-tired construction equipment shall be used within this area during demolition and/or grading operations to reduce vibration effects, where feasible.

- The applicant shall utilize temporary noise attenuation curtain suitable for pile driving equipment as needed. This noise attenuation device should be installed directly between the equipment and the nearest noise sensitive receptor to the construction site.
- Pile driving within a 50-foot radius of identified vibration-sensitive structures shall utilize alternative installation methods (e.g., pile cushioning, jetting, predrilling, cast-in-place systems, resonance-free vibratory pile drivers) such that vibration velocities from the alternative construction activity would fall below the 0.2 the inch/second threshold. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

**Measure SC NOI-18:** Approval of development permits shall ensure that individual developments minimize noise impacts from mechanical equipment, such as ventilation and air conditioning units, by locating equipment away from receptor areas, installing proper acoustical shielding for the equipment, and incorporating the use of parapets into building design to ensure that noise levels shall not exceed the noise level standards for stationary noise sources in the Noise Element of the General Plan Update.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project would induce construction equipment such as backhoes, excavators, graders, loaders, compactors, cranes, trucks, pavers, pneumatic tools, generator sets, and air compressors. As shown in Table 4.13-1 of the 2022 IS-MND, typical construction equipment can range from 77 to 90 dBA to a person or structure located 50 feet from the noise source. Similar to the approved Housing Element Update, the proposed Zone Amendment and Reclassification would be required to incorporate the mitigation measures, listed above, in order to reduce impacts related to construction noise to a less than significant level. Future housing development facilitated by the proposed Project would result in additional housing, people, pets, and automobiles in the City. Noise would be generated by stationary operation-related sources, such as heating, ventilation, and air conditioning (HVAC) units, generators, lawn maintenance equipment, and swimming pool pumps. The proposed Project would require adherence to the mitigation measures identified under the 2022 IS-MND to reduce operational noise impacts from the Project. In addition, the proposed Zone Amendment and Reclassification would be subject to the City's development review process and compliance with the Municipal Code standards regarding construction and operational noise.

Construction activities associated with future housing development facilitated by the proposed Zone Amendment and Reclassification could result in varying degrees of groundborne vibration impacts from heavy equipment operations, depending on the construction procedure and equipment used. Construction equipment operations would generate vibrations that spread through the ground and diminish in amplitude with distance from the source. The effect on buildings located near a construction site often varies depending on soil type, ground strata, and construction characteristics

of the receiver building(s). The FTA architectural damage criterion for continuous vibrations (i.e., 0.2 inch/second) appears to be conservative even for sustained pile driving. Pile driving levels often exceed 0.2 inch/second at distances of 50 feet, and 0.5 inch/second at 25 feet without any apparent damage to buildings. Types of construction vibration impacts include human annoyance and building damage. As shown in Table 4.13-2 of the 2022 IS-MND, groundborne vibration peak particle velocity from 25 feet away can range from 0.003 inches per second to 0.210 inches per second for typical standard equipment. Similar to the approved Housing Element Update, the proposed Project would include the mitigation measures presented in the 2022 IS-MND to further lessen the potential vibration-related impacts to historic resources and sensitive uses. Residential uses would not be anticipated to generate excessive groundborne vibration. Future housing development facilitated by the proposed Project would not involve railroads or substantial heavy truck operations, and therefore would not result in vibration impacts at surrounding uses.

New development under the proposed Zone Amendment and Reclassification would be exposed to intermittent noise levels from aircraft overflights, similar to buildout under the approved Housing Element Update. However, the proposed Project area is not located within an airport's noise contours and development would not impact air traffic patterns. The nearest airport is Long Beach Airport located approximately 15 miles south of the proposed Project area. Therefore, similar to the approved Housing Element Update, no noise impacts related to exposure of aircraft operations would occur under the proposed Zone Amendment and Reclassification.

Compliance with existing State regulations, approved Housing Element Update mitigation measures, regulations, and policies relating to noise, and requirements included in the City's Municipal Code would collectively reduce noise impacts associated with the proposed Project. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting noise. As a result, development under the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to noise and vibration and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

## **4.14 Population and Housing**

The 2022 IS-MND determined that the project would exceed SCAG's population project of 67,400 by 2045. Future housing development facilitated by the approved Housing Element Update would result in population growth of approximately 4,942 persons. However, SCAG recognized that its growth projections do not constitute a prescriptive pattern for the General Plan or zoning code amendment. Potential exceedances may not be used to impede a jurisdiction's compliance with the 6<sup>th</sup> Cycle RHNA requirements. In addition, future housing development facilitated by the Housing Element Update would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable

to new housing development. As such, the approved Housing Element Update would be consistent with applicable land use and planning policies in the State, regional, and local context as necessary to meet that legislation. Impacts would be less than significant.

The 2022 IS-MND determined that compliance with SB 166 would minimize the potential for future housing displacement. All approved Housing Element Update actions would occur such that there is no net loss of residential unit capacity. Therefore, there would be no impact concerning displacements of substantial numbers of existing people or housing and the construction of replacement housing.

The proposed Zone Amendment and Reclassification does not change the number or location of any housing opportunity sites in the city. The proposed Project would accommodate up to 1,732 total future residential units which includes a 30 percent buffer and 400 ADUs. Under the proposed Project, owners and developers may utilize the R-40 Zoning Overlay in order to increase housing density to 40 units per acre and encourage the development of low-income housing. Similar to the approved Housing Element Update, the proposed Zone Amendment and Reclassification would exceed SCAG's growth projection. The City has a total existing population of 61,338 people. A total of 1,732 units would increase the population of Pico Rivera by 6,426 residents. This would constitute a 0.5 percent increase over SCAG's 2045 population projection of 67,400 residents. Similar to the approved Housing Element Update, the proposed Project would be required to be in compliance with all state housing law. Potential exceedances of the projected population may not be used to impede the City's compliance with the 6<sup>th</sup> Cycle RHNA. Future housing development facilitated by the proposed Project would be subject to the City's development review process, and requirements to comply with applicable federal, State, and local laws and local policies and regulations, as applicable to new housing development.

Similar to the approved Housing Element Update, compliance with SB 166 would minimize potential for future housing displacement. In addition, the R-40 Zoning Overlay aims to increase residential unit capacity. The proposed Project would have no impact concerning the displacement of substantial numbers of existing people or housing and the construction of replacement housing. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting population and housing. As a result, the proposed Zone Amendment and Reclassification would not introduce new or substantially increased impacts related to land use and would be consistent with the impact analysis provided in the approved Housing Element Update IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less Than Significant (Same as Approved Housing Element Update)

## **4.15 Public Services**

The 2022 IS-MND determined that public services impact from implementation of the approved Housing Element Update would be less than significant with no mitigation required (Section 4.15,



*Public Services*). Implementation of the approved Housing Element Update would result in an increase in residential and commercial development, and thus, would increase demand for fire and police protection services and facilities, school facilities, and recreation facilities. However, 68 of all 69 sites are currently developed and are being serviced adequately by existing fire and police services. Housing Element Update implementation would result in intensification of development and/or change of use, or construction on previously vacant sites. However, all candidate housing sites are within urbanized areas, surrounded by development, and served by the Los Angeles County Fire Department (LACFD) and Los Angeles County Sheriff's Department (LASD). Regarding school facilities, future applicants would be subject to school developer fees from the El Rancho Unified School District (ERUSD) and Montebello Unified School District (MUSD). The approved Housing Element Update determined that payment of the developers' fees would provide an adequate financial base to construct and equip new and existing schools, and would be deemed full and complete mitigation of the impacts pursuant to Government Code Section 65995(3)(h).

Impacts related to parks and recreation may be found below in Section 16, *Recreation*. In addition, the 2022 IS-MND determined that future development resulting in population growth would incrementally increase demand for libraries. However, the Los Angeles County Library system has developed a Strategic Plan that identifies goals and objectives including financial management and fundraising strategies to maintain and enhance library facilities to meet future demands. Therefore, increased demand would not be substantial or such that it would warrant construction of a new facility.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Future housing development facilitated by the proposed Zone Amendment and Reclassification and the resulting population growth of approximately 6,426 persons, would increase the use of existing public facilities. Development under the proposed Project would occur on the same candidate housing sites which are currently served by LACFD and LASD, which would place an incrementally higher demand on police and fire services in the city compared to the approved Housing Element Update due to the increase in the projected population, and the potential for developers to utilize the R-40 Zoning Overlay increasing building density. However, all future housing development facilitated by the Housing Element Update would be subject to the City's development review process, and adherence to 2019 California Fire Code and Municipal Code Section 15.44, Fire Code. Compliance with the established regulatory framework would minimize impacts to fire protection services. In addition, future housing development facilitated by the proposed Project would be required to submit a will-serve letter or service questionnaire to the Police Department in conjunction with development applications to ensure that police protection services are available to serve the proposed housing development.

The City is served by the ERUSD and MUSD, which provide public education for grades kindergarten through 6 and grades 7 through 12, respectively. Future housing development facilitated by the proposed Zone Amendment and Reclassification and the resulting population growth of approximately 6,426 persons would incrementally increase the demand for school services. Similar to the approved Housing Element Update, any future housing development facilitated by the Housing Element Update would be required to comply with SB 50 requirements, which allow school districts to collect impact fees from developers of new residential projects to offset the cost of new development pursuant to Government Code Section 665995(3)(h). Similar to the approved Housing

Element Update, the Los Angeles County Library system has developed a Strategic Plan that identifies long-term goals and objectives to maintain and enhance library facilities to meet future demands.

Overall, while the proposed Zone Amendment and Reclassification analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, no new or expanded public service facilities would be required. The proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to public services and would be consistent with the impact analysis provided in the 2022 approved Housing Element Update IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.16 Recreation**

The 2022 IS-MND determined that impacts to recreational facilities from implementation of the approved Housing Element Update would be less than significant with mitigation required (Section 4.16, *Recreation*). As of 2021, the City has a parkland ratio of 1.9 acres per 1,000 residents. General Plan Policy 10.7-1 Parks Master Plan strives to attain a parks standard of three acres per 1,000 people, meaning that the City currently has a deficit of recreational facilities. Future housing development facilitated by the approved Housing Element Update and the resulting population growth of approximately 4,942 persons, which would incrementally increase the use of existing recreational facilities. To avoid the overuse of existing recreational facilities, such that substantial physical deterioration would occur, payment of Park Land Dedication or In-Lieu fees would be required to mitigate potential effects to a less than significant level. The approved Housing Element Update IS-MND also determined that if construction of recreational facilities is warranted, that proposal would be subject to the City's development review process and CEQA evaluation. A less than significant impact would occur regarding the construction and expansion of recreational facilities.

The 2022 IS-MND found that the following measure shall be implemented as standard condition/condition of approval for future housing projects:

**Measure SC REC-1:** The applicant shall in-lieu of dedicating park land pay park fees equal to the value of the land prescribed for dedication in Municipal Code Section 17.36.190 hereof in an amount determined in accordance with the provisions of Section 17.36.230.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Future housing development facilitated by the proposed Zone Amendment and Reclassification and the resulting population growth of

**Zone Code Amendments and Zone Reclassification**

approximately 6,426 persons, and incrementally increase the use of existing recreational facilities such that substantial physical deterioration could occur or be accelerated, and potentially worsen the city's existing parkland deficit.

To avoid the overuse of existing recreational facilities, such that substantial physical deterioration would occur, future housing developments would be subject to General Plan Policy 10.7-3, New Development, which requires new residential development, which include a subdivision, to dedicate land and/or contribute in-lieu fees at a standard of 3 acres per 1,000 population, and contribute park development fees, to finance acquisition, development, improvement, and maintenance of park and recreational facilities. Municipal Code Chapter 17.36, Article II, Park Land Dedication or In-Lieu Fees identifies that park and recreation impact land dedications and/or fees are applicable as a condition of approval of a final tract map. Payment of fees helps fund the acquisition and development of new or rehabilitating existing park and recreational facilities needed to accommodate demands created by the addition of residential dwelling units. Adherence to mandatory permit requirements and regulations for providing recreation would support the City's goals for providing sufficient recreation opportunities for residents. The proposed Zone Amendment and Reclassification would utilize Measure SC REC-1 to mitigate potential impacts to recreational facilities to a less than significant level.

Future housing development facilitated by the proposed Project and the resulting population growth of approximately 6,426 persons would incrementally increase demand for park and recreation land by approximately 19.28 acres (based on General Plan Healthy Communities Element Policy 10.7-3, New Development). All future housing development facilitated by the proposed Zone Amendment and Reclassification would be subject to the City's development review process and required to demonstrate consistency with General Plan Policy 10.7-3. If future development of recreational facilities is required, that proposal would be subject to the City's development review process and CEQA evaluation to determine whether adverse effects on the environment. Therefore, a less than significant impact would occur regarding the construction or expansion of recreational facilities.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting recreation. As a result, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to parks or recreation and would be consistent with the impact analysis provided in the 2022 IS-MND.

**Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

**Conclusion**

Less than Significant with Mitigation (Same as Approved Housing Element Update)

**4.17 Transportation**

The 2022 IS-MND determined that transportation impacts associated with implementation of the approved Housing Element Update would be less than significant (Section 4.17, *Transportation*, of

the 2022 IS-MND). The approved Housing Element Update does not include any goals, policies, or implementation programs that would conflict with plans or other regulations that address the circulation system, including roadways, transit, bicycle, pedestrian, and equestrian facilities. Future development projects would be reviewed on a case-by-case basis to ensure consistency with applicable regulations that address the circulation system, including regulations related to VMT and emergency access. Future housing development facilitated by the approved Housing Element Update would be required to comply with several General Plan policies which directly aim to reduce VMT. Any traffic demand management (TDM) measures required for mitigation would be required to comply with Los Angeles County's VMT guidelines.

Since future housing development facilitated by the approved Housing Element Update would use existing roadways that are connected and adjacent to the existing transportation network, hazards due to a geometric design feature or incompatible uses are not anticipated. All future housing development on the candidate housing sites with the potential to substantially increase transportation-related hazards would be subject to the City's development review and required to comply with applicable building and fire safety regulations required for the design of new housing and emergency access, as well as all State and local requirements for avoiding construction and operations impacts related to design and incompatible uses. In regard to emergency access, the City has adopted the California Fire Code, which sets standards for road dimension, design, grades, and other fire safety features. More stringent California Building Code standards apply regarding new construction and development of emergency access issues associated with earthquakes, flooding, climate/strong winds, and water shortages. Therefore, compliance with the code requirements would ensure adequate access issues, including emergency access. As a result, implementation of the approved Housing Element Update would result in a less than significant impact.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Similar to the approved Housing Element Update, the proposed Project does not include any goals, policies, or implementation programs that would conflict with plans or other regulations that address the circulation system, including roadways, transit, bicycle, pedestrian, and equestrian facilities as the proposed Project is meant to work with and be in compliance of the City's General Plan. Future development projects would be reviewed on a case-by-case basis to ensure consistency with applicable regulations that address the circulation system. Future development projects would be reviewed on a case-by-case basis to ensure consistency with applicable regulations that address the circulation system, including regulations related to VMT and emergency access.

The City has adopted the Los Angeles County VMT Thresholds (Fehr and Peers 2020). The Steering Committee recommends that the County define VMT impacts for land use projects and plans based on the Air Resources Board target of 16.8 percent. A 16.8 percent VMT reduction threshold sets a higher standard than the suggested Office of Planning and Research threshold of 15 percent and would allow the County to align with state climate goals (Fehr and Peers 2020). A project would have a significant impact if the VMT rate for the plan would exceed 16.8 percent below the applicable baseline VMT rate.

A VMT Analysis was prepared by Translusions, Inc. for the proposed Zone Amendment and Reclassification (included as Appendix B). The VMT Analysis utilizes the SCAG RTP/SCS model's base year of 2016 and horizon year of 2040. Through discussions with the City, the analysis was

**Zone Code Amendments and Zone Reclassification**

conducted for the years 2020 and 2040. The analysis used the following thresholds to determine whether the proposed Zone Amendment and Reclassification would result in a significant Project generated VMT:

1. The baseline Project generated VMT per service population (VMT/SP) exceeds the baseline VMT/SP for the City, or
2. The cumulative Project generated VMT /SP exceeds the future year VMT/SP for the City.

Project-generated VMT was determined under the 2040 horizon to account for development under the proposed Project. It was determined that the baseline (2020) plus Project VMT/SP is 10.83 miles while the without Project VMT/SP is 10.88 miles. The Project related VMT/SP is 9.67, which is less than the baseline VMT/SP for the City (see Appendix B for complete results). Therefore, the Project has a less than significant VMT impact under baseline conditions. In regard to projected VMT, the year 2040 plus Project VMT/SP is 11.23 miles while the without Project VMT/SP is 11.30 miles. The Project related VMT/SP is forecasted to be 9.67, which is below the baseline VMT/SP for the City (Appendix B). Therefore, the VMT/SP is estimated to decrease with buildout of the proposed Project thereby resulting in fewer trips (i.e., mobile noise) when compared to buildout under existing land use designations, and VMT impacts would be less than significant. Additionally, a cumulative impact would occur if there would be a net increase in total regional VMT.

The total VMT in the City in the horizon year 2040 without the proposed Zone Amendment and Reclassification would be 2,564,970 (Appendix B). With the proposed Project, the total VMT for the City would be 2,659,363 (Appendix B). Therefore, there would be an increase in total VMT of 94,393 and may be considered significant. However, similar to the approved Housing Element Update, future housing development facilitated by the proposed Project would be required to comply with several General Plan policies which directly aim to reduce VMT. Given that the housing sites of the proposed Project have not changed, all candidate housing sites would still be located in urban and developed areas placing residents closer to employment and commercial areas, further increasing opportunities to reduce VMT and increase the ease of walking, cycling, and use of public transit.

In addition, the zone code amendments and reclassification of the proposed Zone Amendment and Reclassification would be consistent with Measure T-1 (Increase Residential Density) of the California Air Pollution Control Officers Association's (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, and therefore could have a reduction of 0.22 percent for every one percent increase in residential density (CAPCOA 2021). Applying this reduction indicates the proposed Zone Amendments and Reclassification would decrease overall VMT produced by the proposed Project. Cumulative transportation impacts would be reduced to a less than significant level.

Similar to the approved Housing Element Update, future housing projects facilitated by the proposed Zone Amendment and Reclassification would be required to comply with General Plan Circulation Element Policy 5.2-10, Traffic Studies, which requires the preparation of site-specific traffic studies for new development proposals that are determined by the City to have the potential to impact traffic. Future housing development facilitated by the proposed Project would be required to comply with applicable building and fire safety regulations required for the design of new housing and emergency access; and would be required to adhere to all State and local requirements for avoiding construction and operations impacts related to design and incompatible uses. As a result, future housing development facilitated by the proposed Project would not substantially increase hazards due to design features or incompatible uses.

Similar to the approved Housing Element Update, the proposed Project must be in compliance with the California Fire Code and California Building Code regarding new construction and development of emergency access issues associated with earthquakes, flooding, climate/strong winds, and water shortages. Therefore, compliance with the code requirements would ensure adequate access issues, including emergency access. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting transportation. Therefore, the proposed Zone Amendment and Reclassification would not result in new or substantially more severe impacts to transportation, and the proposed Project would therefore be consistent with the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact (Same as Approved Housing Element Update)

## **4.18 Tribal Cultural Resources**

Chapter 532 Statutes of 2014 (i.e., AB 52) requires that lead agencies evaluate a project's potential impact on "tribal cultural resources." In compliance with PRC Section 21080.3.1(b), the City has provided formal notification to California Native American tribal representatives identified by the California Native American Heritage Commission. Native American groups may have knowledge about cultural resources in the area and may have concerns about adverse effects from development on tribal cultural resources as defined in PRC Section 21074. The City contacted a total of ten (10) tribes and received a response from one, the Gabrieleno Band of Mission Indians – Kizh Nation. While the approved Housing Element Update does not propose any development or ground-disturbing activities such as grading or excavation, it can be assumed that future housing development on the candidate housing sites facilitated by the approved Housing Element Update could directly or indirectly impact undiscovered subsurface tribal cultural resources through such activities. The likelihood of encountering tribal cultural resources is greatest where sites that have been minimally excavated in the past (e.g., undeveloped parcels, vacant lots, and lots containing undeveloped areas). In the likelihood that future housing development would impact tribal resources, compliance with the Measure SC TCR-1 addresses actions associated with tribal resources would mitigate potential impacts.

The 2022 IS-MND found that the following measure shall be implemented as standard condition/condition of approval for future housing projects:

**Measure SC TCR-1** Unanticipated Discovery of Tribal Cultural and Archaeological Resources: Upon discovery of any tribal, cultural, or archaeological resources during ground-disturbing activities, the applicant shall immediately cease such activities in the immediate vicinity. The find will then be assessed by a qualified archeologist retained by the Applicant and a tribal monitor/consultant approved by the consulting tribe. The applicant shall promptly notify the Director of Community and Economic Development to the discovery of resources. If the resources are Native American in origin, the

consulting tribe shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the tribe will request preservation in place or recovery for educational purposes. At the direction of the qualified archaeologist and tribal monitor/consultant, and in coordination with the Community and Economic Development Division, work may continue on other parts of the affected site while evaluation and, if necessary, additional protective measures are completed at the affected portion of the site pursuant to State CEQA Guidelines Section 15064.5 [f]. If a resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource,” time and funding to allow for sufficient implementation of avoidance measures must be made available. The treatment plan established for the resources shall be in accordance with State CEQA Guidelines Section 15064.5(f) for historical resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment upon identification of unique archeological resources (Public Resources Code Section 21083.2(b)). If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. All tribal cultural resources shall be returned to the consulting tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials. Acceptance and curation of the historic archeological materials will be at the discretion of the institution. If no institution accepts the archaeological material, they shall be offered to the consulting tribe or the Pico Rivera History and Heritage Society for educational purposes.

While the candidate housing sites would remain the same as those in the approved Housing Element Update, the proposed Zone Amendment and Reclassification may still have an impact on tribal cultural resources. Development of the proposed Project would require the incorporation of Measure SC CUL-1 (noted above) from the approved Housing Element Update. In addition, all future housing development facilitated by the Housing Element Update would be subject to the City’s development review process and would be required to comply with federal, State, and local requirements for the protection of tribal cultural resources. This includes compliance with CEQA Section 21074 and the City’s Environmental Resources Element, Goal 8.7, which aims to preserve important historical, archaeological, and paleontological resources that contribute to the City’s identity and character. Compliance with this mitigation measure would ensure that impacts to tribal cultural resources would be less than significant.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting tribal cultural resources. Therefore, the proposed Zone Amendment and Reclassification would not introduce new impacts or substantially increased impacts related to tribal cultural resources and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

## Conclusion

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

### 4.19 Utilities and Service Systems

The 2022 IS-MND determined that utilities and service systems impacts from implementation of the approved Housing Element Update would be less than significant with mitigation required (Section 4.19, *Utilities and Service Systems*, of the 2022 IS-MND). Pico Rivera is served by the City of Pico Rivera Water Authority (PRWA), Pico Water District (PWD) and San Gabriel Valley Water Company (SGVWD). All candidate housing sites are located in the services area of either PRWA, PWD or SGVWD. In addition, all but one candidate housing site is currently developed with existing water infrastructure. The approved Housing Element Update is not anticipated to require or result in the relocation or construction of new or expanded water facilities that could cause significant environmental effects. The City of Pico Rivera's Sewer Division is responsible for the collection of wastewater in the City and delivery to the trunk sewer mains of the Los Angeles County Sanitation Districts (LACSD). The forecasted population growth induced by the approved Housing Element Update is 4,942 persons. Additionally, the City's forecast population including future housing development facilitated by the approved Housing Element Update of approximately 69,642 persons would be 542 persons greater than SCAG's forecast population of 69,100 persons by 2040. However, this difference in persons is less than one percent of SCAG's forecast population by 2040 and would not be large enough of a change to significantly impact existing wastewater facilities.

The 2022 IS-MND also determined that project implementation would not require construction or relocation of new or expanded storm drainage facilities as the majority of the candidate housing sites are currently developed and surface flows are directed towards the City's existing facilities. Additionally, development facilitated by the proposed Project would be compliant with all applicable City policies regarding storm drainage such as Municipal Code Chapter 16.04 and the City's Urban Greening Plan. Similarly, the approved Housing Element Update would have a less than significant impact on electrical power, natural gas, and telecommunication facilities as the approved Housing Element Update would be required to be consistent with the City's various programs aimed at ensuring adequate supplies and service infrastructure.

Future housing development would be required to comply with Measure SC UTI-1, which mandates the incorporation of water conservation practices, designs, and technology into proposed structures. Future development satisfying certain criteria would be required to prepare a Water Supply Assessment (WSA) in order to verify sufficient water supply is available to meet the development's water demand. Future housing development would be required to submit specific development plans to the City, PRWA, PWD and/or SGVWD substantiating that adequate water supplies would be available. Future housing development would also be subject to development review and required to comply with requirements related to wastewater treatment during construction and operations, including the City's Sanitary Sewers and Industrial Waste Ordinance (Municipal Code Section 13.28.010) and the Construction General Permit. The City levies connection fees for new or expanded sewer connections, including those to new development. These connection fees help fund the costs associated with providing wastewater facility capacity to both new users requiring new connections, as well as existing users requiring additional capacity. Compliance with the City's regulations regarding the provision of sewer services would ensure the City has capacity to accommodate development of the approved Housing Element Update.



**Zone Code Amendments and Zone Reclassification**

The approved Housing Element Update determined that future housing development would be subject to the City’s development review process and be required to adhere to all federal, State, and local requirements for solid waste reduction and recycling. Considering these requirements, the approved Housing Element Update’s implementation would not generate solid waste in excess of State or local standards, or in excess of local infrastructure’s capacity. In addition, the approved Housing Element Update would have no impact on regulations regarding solid waste, as development facilitated by the approved Housing Element Update would comply with all applicable policies regarding solid waste such as the CalGreen Code, AB 939, and SB 341.

The 2022 IS-MND found that the following measures shall be implemented as standard conditions/conditions of approval for future housing projects:

- Measure SC UTI-1**      Applicant shall include water conservation practices, designs, and technology into the proposed structures. These shall include low-flow showerheads, faucets, appliances, and toilets.
- Measure SC UTI-2**      The City shall not approve development beyond anticipated 2025 growth projections until securing additional water supplies or demonstrating in the UWMPs or project-specific Water Supply Assessment that water supply amounts are available to meet existing and project water demand.

While the 2022 IS-MND also acknowledges that an additional 400 ADUs would be developed atop the 1,332 housing units, it does not analyze a full buildout of 1,732 housing units. Therefore, this analysis considers impacts associated with the development of an additional 400 ADUs for a total of 1,732 housing units under the Proposed project. Future housing development facilitated by the proposed Project and the resulting population growth of approximately 6,426 persons, and incrementally increase the use of existing utilities.

Similar to the approved Housing Element Update, all candidate housing sites under the proposed Zone Amendments and Reclassification are located in the services area of either PRWA or PWD. In addition, all but one candidate housing site is currently developed with existing water infrastructure. The proposed Project is not anticipated to require or result in the relocation or construction of new or expanded water facilities that could cause significant environmental effects. In addition, implementation of the proposed Project would not require construction or relocation of new or expanded storm drainage facilities as the majority of the candidate housing sites are currently developed and surface flows are directed towards the City’s existing facilities. Similar to the approved Housing Element Update, the proposed Project would have a less than significant impact on electrical power, natural gas, and telecommunication facilities as the Project would be required to be consistent with the City’s various programs aimed at ensuring adequate supplies and service infrastructure.

The proposed Zone Amendments and Reclassification is anticipated to require of approximately 198 acre-feet (AF) of water per year (Appendix A). According to the PWD 2020 Urban Water Management Plan (UWMP), and as shown in Table 6 through Table 8 below, PWD would have adequate water supplies through 2045 in normal, single dry year, and multiple dry year conditions (PWD 2021).

**Table 6 Normal Year Supply and Demand Comparison (AF)**

	2025	2030	2035	2040	2045
Supply Totals	2,931	2,961	2,990	3,021	3,051

Demand Totals	2,931	2,961	2,990	3,021	3,051
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: Pico Rivera 2021

**Table 7 Single Dry Year Supply and Demand Comparison (AF)**

	2025	2030	2035	2040	2045
Supply Totals	2,930	2,959	2,989	3,020	3,050
Demand Totals	2,930	2,959	2,989	3,020	3,050
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: Pico Rivera 2021

**Table 8 Multiple Dry Years Supply and Demand Comparison (AF)**

		2025	2030	2035	2040	2045
<b>First Year</b>	Supply Total	3,279	3,312	3,345	3,379	3,413
	Demand Totals	3,279	3,312	3,345	3,379	3,413
	Difference	0	0	0	0	0
<b>Second Year</b>	Supply Total	3,275	3,309	3,342	3,376	3,410
	Demand Totals	3,275	3,309	3,342	3,376	3,410
	Difference	0	0	0	0	0
<b>Third Year</b>	Supply Total	3,379	3,414	3,448	3,483	3,518
	Demand Totals	3,379	3,414	3,448	3,483	3,518
	Difference	0	0	0	0	0
<b>Fourth Year</b>	Supply Total	3,260	3,293	3,326	3,360	3,394
	Demand Totals	3,260	3,293	3,326	3,360	3,394
	Difference	0	0	0	0	0
<b>Fifth Year</b>	Supply Total	2,848	2,877	2,906	2,936	2,965
	Demand Totals	2,848	2,877	2,906	2,936	2,965
	Difference	0	0	0	0	0

Source: Pico Rivera 2021

PWD has reduced its reliance on imported water supplies, through the Water Replenishment District of Southern California’s (WRD) replacement of imported water with recycled water for groundwater replenishment purposes. WRD primary water supply is collected from the Central Basin. In each drought cycle the Central Basin has been managed to maintain water levels. Therefore, based on historical and on-going management practices, PWD will be able to rely on the Central Basin for adequate supply over the next 25 years under single dry years and a five consecutive year drought periods. In addition, the proposed Zone Amendments and Reclassification would incorporate Measures SC UTI-1 and UTI-2 to ensure that water would be used efficiently, and that development facilitated by the Project would not have a significant impact on supplies. Impacts to water supply and reliability would be less than significant.

**Zone Code Amendments and Zone Reclassification**

Wastewater creation is conservatively assumed to be 100 percent of total water consumption. Thus, it can be anticipated that the proposed Zone Amendments and Reclassification would result in approximately 64,558,222 gallons (or 198 AF) of wastewater per year, or 176,872 gallons of wastewater per day. Similar to the approved Housing Element Update, wastewater from the proposed Project would be collected locally and delivered to the regional trunk lines, and wastewater flows south toward LASCDC's Los Coyotes Water Reclamation Plant in the City of Cerritos. Los Coyotes Water Reclamation Plant currently provides primary, secondary, and tertiary treatment for a design capacity of 37.5 million gallons of wastewater per day. The proposed Zone Amendments and Reclassification would utilize approximately 0.5 percent of the Los Coyotes Water Reclamation Plant current daily capacity. Future housing development under the proposed Project would be subject to development review and would be required to comply with requirements related to wastewater treatment during construction and operations, including the City's Sanitary Sewers and Industrial Waste Ordinance (Municipal Code Section 13.28.010) and the Construction General Permit. The City levies connection fees for new or expanded sewer connections, including those to new development (Municipal Code Sections 13.16.120 and 13.16.140). These connection fees help fund the costs associated with providing wastewater facility capacity to both new users requiring new connections, as well as existing users requiring additional capacity. Considering these requirements, and the available capacity previously discussed, no new expansions of infrastructure facilities are required, and no direct physical impact on the environment would occur. Therefore, impacts would be less than significant.

Solid waste generated within the City is collected by NASA Services Inc. The residential, commercial, and industrial services include curbside collection of waste, commingled recyclables, and green waste. Pico Rivera has a number of waste diversion programs in place to minimize the need for landfill disposal of solid wastes, including a Demolition and Recycling ordinance in compliance with AB 939. The proposed Project would generate approximately 433 tons of waste per year (Appendix A). It is anticipated that solid waste from future housing development would be disposed of at the closest landfills: Savage Canyon Landfill, Scholl Canyon Landfill, and the Azusa Land Reclamation Company Landfill. The Savage Canyon Landfill is permitted to receive 350 tons per day and has a remaining capacity of approximately four million tons. The Scholl Canyon Landfill is permitted to receive 3,400 tons per day and has a remaining capacity of approximately four million tons. The Azusa Land Reclamation Company Landfill is permitted to receive 8,000 tons per day and has a remaining capacity of approximately 59 million tons (County of Los Angeles Public Works 2019). All solid waste facilities have adequate remaining capacity to accommodate development facilitated by the proposed Zone Amendments and Reclassification. Impacts would be less than significant.

Regulations specifically applicable to the proposed Project include the California Integrated Waste Management Act of 1989 (AB 939), Section 4.408 of the CalGreen Code, and SB 341, which requires multi-family residential development and commercial uses to implement recycling programs. The Integrated Waste Management Act, which requires every city and county in the State to prepare a Source Reduction and Recycling Element (SRRE) to its Solid Waste Management Plan, identifies how each jurisdiction will meet the State's mandatory waste diversion goal of 50 percent by and after the year 2000. The diversion goal has been increased to 75 percent by 2020 by SB 341. The 2019 CalGreen Code Section 4.408 requires preparation of a Construction Waste Management Plan that outlines ways in which the contractor would recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition debris. As previously noted, the Project would not result in direct housing construction but would facilitate future housing development. During the construction phase of future housing development, projects would comply with the CalGreen Code through the recycling and reuse of at least 65 percent of the nonhazardous

construction and demolition debris from the Project site. No conflict with statutes and regulations related to solid waste would occur.

Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact affecting utilities and service systems. As a result, the proposed Zone Amendments and Reclassification would not introduce new impacts or substantially increased impacts related to utilities and other service systems and would be consistent with the impact analysis provided in the 2022 IS-MND for the approved Housing Element. Impacts would be less than significant.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

Less than Significant Impact with Mitigation (Same as Approved Housing Element Update)

## **4.20 Wildfire**

The approved 2022 IS-MND determined that the approved Housing Element Update would have no impact to any emergency response or evacuation plans, would not exacerbate wildfire risks, and would not expose people or structures to significant risk of flooding or landslides. According to CalFire Fire Hazard Severity Zone Map for Los Angeles County, the City is in a Non-Very High Fire Hazard Severity Zone (Non-VHFHSZ) within a local responsibility area (LRA). No candidate housing sites are near a fire hazard severity zone. There would be no impact to wildfire and mitigation would not be required.

Similar to the area of the approved Housing Element Update, the area for the proposed Zone Amendments and Reclassification includes urbanized development with residential uses. All 69 candidate housing sites would remain the same as in the approved Housing Element Update. The City is in a Non-VHFHSZ within a LRA. No candidate housing sites are near a fire hazard severity zone. Although the proposed Project analyzes the additional 400 ADUs not previously analyzed in the approved Housing Element Update, the additional residential units under the proposed Project would not result in a new significant impact regarding wildfire. Therefore, the proposed Project would not introduce new impacts or substantially increased impacts related to wildfire and would be consistent with the impact analysis provided in the 2022 IS-MND.

### **Effects and Mitigation Measures**

No new significant impacts or substantial increase in previously identified significant impacts would occur related to aesthetics, and no new mitigation measures are necessary.

### **Conclusion**

No Impact (Same as Approved Housing Element Update)

## 5 Conclusion

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As discussed in detail in Section 4, *Environmental Checklist and Impacts of the Proposed Project*, potential impacts associated with the proposed Zone Amendments and Reclassification are consistent with potential impacts characterized and mitigated for in the 2022 IS-MND for the approved Housing Element Update. Substantive revisions to the 2022 IS-MND are not necessary because no new significant impacts or impacts of substantially greater severity than previously described would occur as a result of the proposed Project. Therefore, the following determinations have been found to be applicable:

- No further evaluation of environmental impacts is required for the proposed Project;
- No subsequent EIR or MND is necessary per Section 15162 of the CEQA Guidelines; and
- This Addendum is the appropriate level of environmental analysis and documentation for the proposed Project in accordance with Section 15164 of the CEQA Guidelines.

Pursuant to Section 15164(c) of the CEQA Guidelines, this Addendum will be included in the public record for the approved Housing Element Update. Documents related to this Addendum will be available at the City of Pico Rivera located at 6615 Passons Boulevard, Pico Rivera, California 90660.

## 6 References and Preparers

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### 6.1 References

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### 6.2 List of Preparers

This Addendum was prepared by Rincon Consultants, Inc. under contract to the City of Pico Rivera. Persons and firms involved in data gathering, analysis, project management, and quality control include:

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# Appendix A

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CalEEMod Results

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# Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report

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# 1. Basic Project Information

## 1.1. Basic Project Information

Data Field	Value
Project Name	Pico Rivera Zone Code Amendments and Zone Reclassification Project
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	1.80
Precipitation (days)	18.2
Location	Pico Rivera, CA, USA
County	Los Angeles-South Coast
City	Pico Rivera
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	4803
EDFZ	7
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas

## 1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Apartments Mid Rise	1,332	Dwelling Unit	91.7	1,278,720	0.00	0.00	4,942	—
Apartments Low Rise	400	Dwelling Unit	12.0	480,000	0.00	0.00	1,484	—

### 1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

## 2. Emissions Summary

### 2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	8.12	18.8	39.8	111	0.07	1.81	21.1	21.7	1.66	10.2	11.8	—	28,078	28,078	1.18	1.51	85.7	28,635
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	8.06	18.7	37.4	96.2	0.07	1.59	21.1	21.5	1.47	5.02	5.39	—	27,048	27,048	1.10	1.51	2.22	27,516
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.50	13.3	21.0	69.3	0.05	0.92	15.0	15.2	0.85	3.55	3.81	—	19,518	19,518	0.78	1.08	24.5	19,874
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.00	2.43	3.84	12.6	0.01	0.17	2.73	2.78	0.15	0.65	0.69	—	3,231	3,231	0.13	0.18	4.05	3,290

### 2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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2023	4.80	4.03	39.8	36.9	0.06	1.81	19.9	21.7	1.66	10.2	11.8	—	6,887	6,887	0.28	0.06	1.22	6,914
2024	8.12	6.98	34.4	111	0.07	1.45	17.9	18.5	1.33	4.26	5.05	—	25,978	25,978	1.07	1.43	85.7	26,518
2025	7.73	6.65	22.5	103	0.07	0.52	17.9	18.4	0.44	4.26	4.70	—	25,514	25,514	1.07	1.43	79.2	26,048
2026	6.88	5.84	21.1	96.6	0.07	0.46	17.9	18.3	0.39	4.26	4.65	—	25,065	25,065	1.04	1.43	72.8	25,592
2027	7.76	18.8	21.5	107	0.07	0.40	21.1	21.5	0.37	5.02	5.39	—	28,078	28,078	1.18	1.51	76.7	28,635
2028	7.51	18.5	20.6	101	0.07	0.36	21.1	21.5	0.33	5.02	5.35	—	27,590	27,590	0.50	1.51	69.7	28,122
2029	7.27	18.3	19.4	95.6	0.07	0.33	21.1	21.5	0.31	5.02	5.33	—	27,111	27,111	0.49	1.51	63.0	27,636
2030	6.38	18.0	18.3	90.7	0.07	0.31	21.1	21.5	0.29	5.02	5.31	—	26,642	26,642	0.49	1.47	56.8	27,148
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	4.54	3.81	37.4	32.8	0.06	1.59	9.47	11.1	1.47	3.72	5.18	—	6,872	6,872	0.28	0.06	0.03	6,898
2024	8.06	6.89	34.4	96.2	0.07	1.45	17.9	18.5	1.33	4.26	5.05	—	25,061	25,061	1.10	1.46	2.22	25,526
2025	7.67	6.59	23.4	89.9	0.07	0.52	17.9	18.4	0.44	4.26	4.70	—	24,618	24,618	1.10	1.46	2.05	25,083
2026	6.87	5.80	21.9	84.8	0.07	0.46	17.9	18.3	0.39	4.26	4.65	—	24,190	24,190	1.07	1.43	1.89	24,646
2027	7.69	18.7	23.0	93.2	0.07	0.40	21.1	21.5	0.37	5.02	5.39	—	27,048	27,048	0.61	1.51	1.99	27,516
2028	7.47	18.4	21.6	88.7	0.07	0.36	21.1	21.5	0.33	5.02	5.35	—	26,581	26,581	0.53	1.51	1.80	27,046
2029	6.59	18.2	20.3	83.5	0.07	0.33	21.1	21.5	0.31	5.02	5.33	—	26,121	26,121	0.53	1.51	1.63	26,586
2030	6.31	17.9	19.2	79.1	0.07	0.31	21.1	21.5	0.29	5.02	5.31	—	25,669	25,669	0.49	1.47	1.47	26,120
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	2.58	2.17	21.0	18.9	0.03	0.92	5.08	6.00	0.85	2.37	3.22	—	3,184	3,184	0.13	0.03	0.28	3,197
2024	4.85	4.13	20.5	55.3	0.05	0.62	10.7	11.3	0.58	2.89	3.47	—	13,688	13,688	0.59	0.71	17.7	13,932
2025	5.46	4.69	17.1	66.8	0.05	0.37	12.6	13.0	0.31	3.00	3.32	—	17,756	17,756	0.78	1.02	24.5	18,106
2026	4.89	4.13	16.0	62.9	0.05	0.33	12.6	13.0	0.28	3.00	3.28	—	17,446	17,446	0.76	1.02	22.5	17,793
2027	5.50	13.3	16.5	69.3	0.05	0.28	14.9	15.2	0.26	3.54	3.81	—	19,518	19,518	0.43	1.08	23.6	19,874
2028	5.33	13.2	15.5	65.8	0.05	0.26	15.0	15.2	0.24	3.55	3.79	—	19,233	19,233	0.38	1.08	21.6	19,586
2029	4.68	13.0	14.5	62.0	0.05	0.24	14.9	15.2	0.22	3.54	3.76	—	18,848	18,848	0.38	1.08	19.5	19,197
2030	1.50	3.86	5.75	19.7	0.02	0.13	4.25	4.38	0.12	1.01	1.13	—	5,705	5,705	0.12	0.30	4.96	5,802

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2023	0.47	0.40	3.84	3.45	0.01	0.17	0.93	1.10	0.15	0.43	0.59	—	527	527	0.02	< 0.005	0.05	529
2024	0.89	0.75	3.74	10.1	0.01	0.11	1.95	2.06	0.11	0.53	0.63	—	2,266	2,266	0.10	0.12	2.93	2,307
2025	1.00	0.86	3.12	12.2	0.01	0.07	2.30	2.37	0.06	0.55	0.61	—	2,940	2,940	0.13	0.17	4.05	2,998
2026	0.89	0.75	2.93	11.5	0.01	0.06	2.30	2.36	0.05	0.55	0.60	—	2,888	2,888	0.13	0.17	3.72	2,946
2027	1.00	2.43	3.00	12.6	0.01	0.05	2.72	2.78	0.05	0.65	0.69	—	3,231	3,231	0.07	0.18	3.91	3,290
2028	0.97	2.41	2.82	12.0	0.01	0.05	2.73	2.78	0.04	0.65	0.69	—	3,184	3,184	0.06	0.18	3.57	3,243
2029	0.85	2.37	2.65	11.3	0.01	0.04	2.72	2.77	0.04	0.65	0.69	—	3,120	3,120	0.06	0.18	3.22	3,178
2030	0.27	0.70	1.05	3.60	< 0.005	0.02	0.78	0.80	0.02	0.18	0.21	—	944	944	0.02	0.05	0.82	961

## 2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.2	51.1	36.4	114	0.23	2.90	0.07	2.97	2.91	0.01	2.92	1,003	55,415	56,418	88.9	0.49	12.7	58,800
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.22	42.6	35.5	15.6	0.23	2.87	0.07	2.94	2.87	0.01	2.88	1,003	55,145	56,148	88.9	0.47	12.6	58,523
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	7.11	46.8	8.12	71.2	0.05	0.63	0.07	0.70	0.63	0.01	0.65	1,003	19,783	20,786	88.2	0.42	12.6	23,129
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.30	8.55	1.48	13.0	0.01	0.11	0.01	0.13	0.12	< 0.005	0.12	166	3,275	3,441	14.6	0.07	2.09	3,829

## 2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.07	0.06	0.04	0.59	< 0.005	< 0.005	0.07	0.07	< 0.005	0.01	0.01	—	170	170	0.01	0.01	0.09	172
Area	12.5	50.8	31.0	111	0.20	2.46	—	2.46	2.48	—	2.48	0.00	38,420	38,420	0.73	0.10	—	38,467
Energy	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	16,184	16,184	1.18	0.08	—	16,239
Water	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Waste	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Total	13.2	51.1	36.4	114	0.23	2.90	0.07	2.97	2.91	0.01	2.92	1,003	55,415	56,418	88.9	0.49	12.7	58,800
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.07	0.06	0.04	0.53	< 0.005	< 0.005	0.07	0.07	< 0.005	0.01	0.01	—	163	163	0.01	0.01	< 0.005	165
Area	3.52	42.2	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Energy	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	16,184	16,184	1.18	0.08	—	16,239
Water	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Waste	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Total	4.22	42.6	35.5	15.6	0.23	2.87	0.07	2.94	2.87	0.01	2.88	1,003	55,145	56,148	88.9	0.47	12.6	58,523
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.07	0.06	0.05	0.55	< 0.005	< 0.005	0.07	0.07	< 0.005	0.01	0.01	—	165	165	0.01	0.01	0.04	167
Area	6.41	46.4	2.69	68.4	0.02	0.19	—	0.19	0.20	—	0.20	0.00	2,793	2,793	0.06	0.02	—	2,801
Energy	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	16,184	16,184	1.18	0.08	—	16,239
Water	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883

Waste	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Total	7.11	46.8	8.12	71.2	0.05	0.63	0.07	0.70	0.63	0.01	0.65	1,003	19,783	20,786	88.2	0.42	12.6	23,129
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.01	0.01	0.01	0.10	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	27.3	27.3	< 0.005	< 0.005	0.01	27.6
Area	1.17	8.48	0.49	12.5	< 0.005	0.03	—	0.03	0.04	—	0.04	0.00	462	462	0.01	< 0.005	—	464
Energy	0.11	0.06	0.98	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	2,679	2,679	0.20	0.01	—	2,688
Water	—	—	—	—	—	—	—	—	—	—	—	22.8	106	129	0.09	0.05	—	146
Waste	—	—	—	—	—	—	—	—	—	—	—	143	0.00	143	14.3	0.00	—	501
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.09	2.09
Total	1.30	8.55	1.48	13.0	0.01	0.11	0.01	0.13	0.12	< 0.005	0.12	166	3,275	3,441	14.6	0.07	2.09	3,829

### 3. Construction Emissions Details

#### 3.1. Demolition (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.39	2.84	27.3	23.5	0.03	1.20	—	1.20	1.10	—	1.10	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	3.39	2.84	27.3	23.5	0.03	1.20	—	1.20	1.10	—	1.10	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.93	0.78	7.49	6.44	0.01	0.33	—	0.33	0.30	—	0.30	—	938	938	0.04	0.01	—	942
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.37	1.17	< 0.005	0.06	—	0.06	0.06	—	0.06	—	155	155	0.01	< 0.005	—	156
Demolition	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.08	1.23	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	217	217	0.01	0.01	0.92	220
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.09	1.04	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	205	205	0.01	0.01	0.02	208
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.03	0.30	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	57.1	57.1	< 0.005	< 0.005	0.11	57.8	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.45	9.45	< 0.005	< 0.005	0.02	9.58	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

### 3.3. Site Preparation (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.70	3.95	39.7	35.5	0.05	1.81	—	1.81	1.66	—	1.66	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movement	—	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—



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Off-Road Equipment	0.77	0.65	6.53	5.83	0.01	0.30	—	0.30	0.27	—	0.27	—	870	870	0.04	0.01	—	873
Dust From Material Movement	—	—	—	—	—	—	3.23	3.23	—	1.66	1.66	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.19	1.06	< 0.005	0.05	—	0.05	0.05	—	0.05	—	144	144	0.01	< 0.005	—	145
Dust From Material Movement	—	—	—	—	—	—	0.59	0.59	—	0.30	0.30	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.10	0.08	0.09	1.43	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	253	253	0.01	0.01	1.07	257
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.01	0.02	0.21	0.00	0.00	0.04	0.04	0.00	0.01	0.01	—	39.9	39.9	< 0.005	< 0.005	0.08	40.5
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.61	6.61	< 0.005	< 0.005	0.01	6.70
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.5. Grading (2023) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.43	3.72	37.3	31.4	0.06	1.59	—	1.59	1.47	—	1.47	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.43	3.72	37.3	31.4	0.06	1.59	—	1.59	1.47	—	1.47	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.82	0.69	6.93	5.84	0.01	0.30	—	0.30	0.27	—	0.27	—	1,227	1,227	0.05	0.01	—	1,231
Dust From Material Movement	—	—	—	—	—	—	1.71	1.71	—	0.68	0.68	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.27	1.07	< 0.005	0.05	—	0.05	0.05	—	0.05	—	203	203	0.01	< 0.005	—	204
Dust From Material Movement	—	—	—	—	—	—	0.31	0.31	—	0.12	0.12	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	0.10	1.63	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	289	289	0.01	0.01	1.22	293
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	0.12	1.39	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	274	274	0.01	0.01	0.03	277
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.27	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	51.6	51.6	< 0.005	< 0.005	0.10	52.3

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.55	8.55	< 0.005	< 0.005	0.02	8.66	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	0.00

### 3.7. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.19	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.19	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement:	—	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—

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Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.01	0.85	8.25	7.26	0.01	0.35	—	0.35	0.32	—	0.32	—	1,588	1,588	0.06	0.01	—	1,594	
Dust From Material Movement	—	—	—	—	—	—	2.22	2.22	—	0.88	0.88	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Off-Road Equipment	0.18	0.15	1.51	1.33	< 0.005	0.06	—	0.06	0.06	—	0.06	—	263	263	0.01	< 0.005	—	264	
Dust From Material Movement	—	—	—	—	—	—	0.40	0.40	—	0.16	0.16	—	—	—	—	—	—	—	
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.10	0.09	0.10	1.51	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	282	282	0.01	0.01	1.11	287	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	0.10	0.09	0.11	1.28	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	268	268	0.01	0.01	0.03	271	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.03	0.32	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	65.4	65.4	< 0.005	< 0.005	0.12	66.3	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.8	10.8	< 0.005	< 0.005	0.02	11.0	
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	

### 3.9. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.44	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.44	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.68	0.57	5.34	6.24	0.01	0.24	—	0.24	0.22	—	0.22	—	1,140	1,140	0.05	0.01	—	1,144
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.97	1.14	< 0.005	0.04	—	0.04	0.04	—	0.04	—	189	189	0.01	< 0.005	—	189
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	6.21	5.59	5.97	94.1	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	17,608	17,608	0.73	0.59	69.5	17,871
Vendor	0.47	0.18	7.03	3.45	0.04	0.08	1.58	1.67	0.08	0.44	0.52	—	5,973	5,973	0.24	0.82	16.2	6,241
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	6.16	5.51	7.07	79.5	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,688	16,688	0.76	0.62	1.80	16,893
Vendor	0.47	0.18	7.31	3.53	0.04	0.08	1.58	1.67	0.08	0.44	0.52	—	5,976	5,976	0.24	0.82	0.42	6,228
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.92	2.61	3.35	39.8	0.00	0.00	7.66	7.66	0.00	1.79	1.79	—	8,053	8,053	0.36	0.29	14.2	8,164
Vendor	0.22	0.09	3.52	1.66	0.02	0.04	0.75	0.79	0.04	0.21	0.25	—	2,841	2,841	0.12	0.39	3.31	2,964
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.53	0.48	0.61	7.26	0.00	0.00	1.40	1.40	0.00	0.33	0.33	—	1,333	1,333	0.06	0.05	2.36	1,352
Vendor	0.04	0.02	0.64	0.30	< 0.005	0.01	0.14	0.14	0.01	0.04	0.04	—	470	470	0.02	0.06	0.55	491
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.11. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.96	0.80	7.46	9.31	0.02	0.31	—	0.31	0.28	—	0.28	—	1,713	1,713	0.07	0.01	—	1,719
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.18	0.15	1.36	1.70	< 0.005	0.06	—	0.06	0.05	—	0.05	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—



Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.97	5.35	5.40	86.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	17,242	17,242	0.73	0.59	63.1	17,500
Vendor	0.42	0.17	6.68	3.27	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,874	5,874	0.24	0.82	16.1	6,142
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.91	5.29	5.99	73.6	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,343	16,343	0.76	0.62	1.64	16,548
Vendor	0.42	0.17	6.96	3.30	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,877	5,877	0.24	0.82	0.42	6,129
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.20	3.76	4.62	55.2	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,847	11,847	0.54	0.42	19.5	12,006
Vendor	0.30	0.12	5.00	2.33	0.03	0.06	1.12	1.18	0.03	0.31	0.34	—	4,197	4,197	0.17	0.59	4.98	4,381
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.77	0.69	0.84	10.1	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,961	1,961	0.09	0.07	3.23	1,988
Vendor	0.05	0.02	0.91	0.43	0.01	0.01	0.20	0.22	0.01	0.06	0.06	—	695	695	0.03	0.10	0.82	725
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.13. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.77	7.04	9.26	0.02	0.27	—	0.27	0.25	—	0.25	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.28	1.69	< 0.005	0.05	—	0.05	0.05	—	0.05	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.18	4.59	4.84	80.5	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,896	16,896	0.70	0.59	57.2	17,147
Vendor	0.42	0.17	6.36	3.08	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,772	5,772	0.24	0.82	15.6	6,040
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.18	4.56	5.43	68.7	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,017	16,017	0.73	0.59	1.48	16,213

Vendor	0.41	0.16	6.65	3.15	0.04	0.08	1.58	1.67	0.04	0.44	0.48	—	5,775	5,775	0.24	0.82	0.40	6,027
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.68	3.24	4.22	51.4	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,610	11,610	0.52	0.42	17.7	11,766
Vendor	0.30	0.12	4.78	2.23	0.03	0.06	1.12	1.18	0.03	0.31	0.34	—	4,124	4,124	0.17	0.59	4.81	4,308
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.67	0.59	0.77	9.38	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,922	1,922	0.09	0.07	2.92	1,948
Vendor	0.05	0.02	0.87	0.41	0.01	0.01	0.20	0.22	0.01	0.06	0.06	—	683	683	0.03	0.10	0.80	713
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.15. Building Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

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Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.88	0.74	6.71	9.24	0.02	0.24	—	0.24	0.22	—	0.22	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.13	1.22	1.69	< 0.005	0.04	—	0.04	0.04	—	0.04	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.02	4.43	4.30	74.9	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,572	16,572	0.70	0.59	51.6	16,818
Vendor	0.37	0.17	6.09	2.90	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,661	5,661	0.24	0.78	14.8	5,915
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.96	4.34	5.37	63.5	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,711	15,711	0.22	0.59	1.34	15,894
Vendor	0.36	0.16	6.34	2.97	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,664	5,664	0.24	0.78	0.38	5,903
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.54	3.10	3.84	47.6	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,388	11,388	0.16	0.42	15.9	11,534
Vendor	0.27	0.12	4.55	2.10	0.03	0.03	1.12	1.15	0.03	0.31	0.34	—	4,044	4,044	0.17	0.56	4.55	4,220
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.65	0.57	0.70	8.69	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,885	1,885	0.03	0.07	2.63	1,910

Vendor	0.05	0.02	0.83	0.38	0.01	0.01	0.20	0.21	0.01	0.06	0.06	—	670	670	0.03	0.09	0.75	699
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.17. Building Construction (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	0.99	8.92	12.9	0.02	0.30	—	0.30	0.28	—	0.28	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	0.99	8.92	12.9	0.02	0.30	—	0.30	0.28	—	0.28	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.85	0.71	6.39	9.26	0.02	0.22	—	0.22	0.20	—	0.20	—	1,717	1,717	0.07	0.01	—	1,723
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.17	1.69	< 0.005	0.04	—	0.04	0.04	—	0.04	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.85	4.26	4.25	70.3	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	16,276	16,276	0.16	0.59	46.4	16,502
Vendor	0.37	0.13	5.82	2.80	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,529	5,529	0.20	0.78	14.0	5,779
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.82	4.23	4.84	59.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,431	15,431	0.19	0.59	1.20	15,614
Vendor	0.36	0.12	6.06	2.83	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,532	5,532	0.20	0.78	0.36	5,770
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.44	3.01	3.45	44.8	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,216	11,216	0.14	0.42	14.4	11,360
Vendor	0.26	0.09	4.37	2.00	0.03	0.03	1.12	1.15	0.03	0.31	0.34	—	3,961	3,961	0.14	0.56	4.31	4,136
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.63	0.55	0.63	8.17	0.00	0.00	2.11	2.11	0.00	0.49	0.49	—	1,857	1,857	0.02	0.07	2.38	1,881
Vendor	0.05	0.02	0.80	0.37	0.01	0.01	0.21	0.21	0.01	0.06	0.06	—	656	656	0.02	0.09	0.71	685
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.19. Building Construction (2029) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	1.15	0.97	8.58	12.9	0.02	0.28	—	0.28	0.25	—	0.25	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.15	0.97	8.58	12.9	0.02	0.28	—	0.28	0.25	—	0.25	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.82	0.69	6.13	9.22	0.02	0.20	—	0.20	0.18	—	0.18	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.12	1.68	< 0.005	0.04	—	0.04	0.03	—	0.03	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.69	4.10	3.71	65.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,999	15,999	0.16	0.59	41.5	16,220
Vendor	0.37	0.13	5.53	2.67	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,382	5,382	0.19	0.78	13.2	5,632
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.12	4.04	4.28	55.7	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,170	15,170	0.19	0.59	1.08	15,352

Vendor	0.36	0.12	5.79	2.73	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,386	5,386	0.19	0.78	0.34	5,624
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.93	2.87	3.05	41.7	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,995	10,995	0.14	0.42	12.8	11,138
Vendor	0.26	0.09	4.16	1.93	0.03	0.03	1.12	1.15	0.03	0.31	0.34	—	3,846	3,846	0.14	0.56	4.06	4,019
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.53	0.52	0.56	7.62	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,820	1,820	0.02	0.07	2.12	1,844
Vendor	0.05	0.02	0.76	0.35	0.01	0.01	0.20	0.21	0.01	0.06	0.06	—	637	637	0.02	0.09	0.67	665
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.21. Building Construction (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.39	12.9	0.02	0.26	—	0.26	0.24	—	0.24	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.39	12.9	0.02	0.26	—	0.26	0.24	—	0.24	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00



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Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.22	0.19	1.68	2.57	< 0.005	0.05	—	0.05	0.05	—	0.05	—	478	478	0.02	< 0.005	—	480
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.31	0.47	< 0.005	0.01	—	0.01	0.01	—	0.01	—	79.2	79.2	< 0.005	< 0.005	—	79.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.01	3.93	3.18	61.8	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	15,739	15,739	0.16	0.59	36.9	15,956
Vendor	0.32	0.12	5.30	2.57	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,225	5,225	0.19	0.74	12.4	5,461
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.96	3.88	3.74	52.1	0.00	0.00	16.3	16.3	0.00	3.82	3.82	—	14,925	14,925	0.16	0.59	0.96	15,107
Vendor	0.32	0.12	5.55	2.63	0.04	0.04	1.58	1.63	0.04	0.44	0.48	—	5,228	5,228	0.19	0.74	0.32	5,453
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.78	0.77	0.75	10.9	0.00	0.00	3.22	3.22	0.00	0.75	0.75	—	3,023	3,023	0.03	0.12	3.18	3,062
Vendor	0.06	0.02	1.11	0.52	0.01	0.01	0.31	0.32	0.01	0.09	0.09	—	1,043	1,043	0.04	0.15	1.07	1,089
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.14	0.14	2.00	0.00	0.00	0.59	0.59	0.00	0.14	0.14	—	500	500	0.01	0.02	0.53	507

Vendor	0.01	< 0.005	0.20	0.09	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	173	173	0.01	0.02	0.18	180
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.23. Paving (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.77	0.64	6.28	9.90	0.01	0.22	—	0.22	0.20	—	0.20	—	1,511	1,511	0.06	0.01	—	1,516
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.19	1.89	2.98	< 0.005	0.07	—	0.07	0.06	—	0.06	—	455	455	0.02	< 0.005	—	457
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.35	0.54	< 0.005	0.01	—	0.01	0.01	—	0.01	—	75.4	75.4	< 0.005	< 0.005	—	75.6
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.04	0.74	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	189	189	< 0.005	0.01	0.44	192
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.20	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	54.9	54.9	< 0.005	< 0.005	0.06	55.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.09	9.09	< 0.005	< 0.005	0.01	9.21
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.25. Architectural Coating (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.11	0.83	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134

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Architectural	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.11	0.83	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.08	0.59	0.80	< 0.005	0.01	—	0.01	0.01	—	0.01	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	—	8.67	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	—	1.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	1.00	0.89	0.86	15.0	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,314	3,314	0.14	0.12	10.3	3,364
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.99	0.87	1.07	12.7	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,142	3,142	0.04	0.12	0.27	3,179
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.71	0.62	0.77	9.53	0.00	0.00	2.30	2.30	0.00	0.54	0.54	—	2,278	2,278	0.03	0.08	3.18	2,307
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.11	0.14	1.74	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	377	377	0.01	0.01	0.53	382
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.27. Architectural Coating (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.81	1.12	< 0.005	0.02	—	0.02	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134

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Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.81	1.12	< 0.005	0.02	—	0.02	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.08	0.58	0.80	< 0.005	0.01	—	0.01	0.01	—	0.01	—	95.6	95.6	< 0.005	< 0.005	—	96.0
Architectural Coatings	—	8.70	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.11	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.9
Architectural Coatings	—	1.59	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.97	0.85	0.85	14.1	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,255	3,255	0.03	0.12	9.28	3,300
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.96	0.85	0.97	12.0	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,086	3,086	0.04	0.12	0.24	3,123
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.69	0.60	0.69	8.96	0.00	0.00	2.31	2.31	0.00	0.54	0.54	—	2,243	2,243	0.03	0.08	2.88	2,272
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.11	0.13	1.63	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	371	371	< 0.005	0.01	0.48	376
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.29. Architectural Coating (2029) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

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Off-Road Equipment	0.12	0.10	0.79	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.79	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.07	0.57	0.79	< 0.005	0.01	—	0.01	0.01	—	0.01	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	—	8.67	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.01	0.10	0.14	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	—	1.58	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—



Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.94	0.82	0.74	13.2	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,200	3,200	0.03	0.12	8.31	3,244
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.82	0.81	0.86	11.1	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,034	3,034	0.04	0.12	0.22	3,070
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.59	0.57	0.61	8.35	0.00	0.00	2.30	2.30	0.00	0.54	0.54	—	2,199	2,199	0.03	0.08	2.57	2,228
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.10	0.11	1.52	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	364	364	< 0.005	0.01	0.42	369
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

### 3.31. Architectural Coating (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

Off-Road Equipment	0.12	0.10	0.78	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.78	1.11	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	12.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.16	0.23	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	27.4	27.4	< 0.005	< 0.005	—	27.5
Architectural Coatings	—	2.50	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.03	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.54	4.54	< 0.005	< 0.005	—	4.56
Architectural Coatings	—	0.46	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.80	0.79	0.64	12.4	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	3,148	3,148	0.03	0.12	7.39	3,191
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.79	0.78	0.75	10.4	0.00	0.00	3.26	3.26	0.00	0.76	0.76	—	2,985	2,985	0.03	0.12	0.19	3,021
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.16	0.16	0.15	2.25	0.00	0.00	0.66	0.66	0.00	0.16	0.16	—	622	622	0.01	0.02	0.65	630
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.03	0.41	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	103	103	< 0.005	< 0.005	0.11	104
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

## 4. Operations Emissions Details

### 4.1. Mobile Emissions by Land Use

#### 4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

### 4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	7,117	7,117	0.44	0.05	—	7,144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	2,236	2,236	0.14	0.02	—	2,244
Total	—	—	—	—	—	—	—	—	—	—	—	—	9,353	9,353	0.58	0.07	—	9,388
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	7,117	7,117	0.44	0.05	—	7,144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	2,236	2,236	0.14	0.02	—	2,244
Total	—	—	—	—	—	—	—	—	—	—	—	—	9,353	9,353	0.58	0.07	—	9,388
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	1,178	1,178	0.07	0.01	—	1,183
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	370	370	0.02	< 0.005	—	372
Total	—	—	—	—	—	—	—	—	—	—	—	—	1,548	1,548	0.10	0.01	—	1,554

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.44	0.22	3.74	1.59	0.02	0.30	—	0.30	0.30	—	0.30	—	4,741	4,741	0.42	0.01	—	4,755
Apartments Low Rise	0.19	0.10	1.65	0.70	0.01	0.13	—	0.13	0.13	—	0.13	—	2,090	2,090	0.18	< 0.005	—	2,096
Total	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	6,832	6,832	0.60	0.01	—	6,851
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.44	0.22	3.74	1.59	0.02	0.30	—	0.30	0.30	—	0.30	—	4,741	4,741	0.42	0.01	—	4,755
Apartments Low Rise	0.19	0.10	1.65	0.70	0.01	0.13	—	0.13	0.13	—	0.13	—	2,090	2,090	0.18	< 0.005	—	2,096
Total	0.63	0.31	5.38	2.29	0.03	0.44	—	0.44	0.44	—	0.44	—	6,832	6,832	0.60	0.01	—	6,851
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.08	0.04	0.68	0.29	< 0.005	0.06	—	0.06	0.06	—	0.06	—	785	785	0.07	< 0.005	—	787
Apartments Low Rise	0.04	0.02	0.30	0.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	346	346	0.03	< 0.005	—	347
Total	0.11	0.06	0.98	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,131	1,131	0.10	< 0.005	—	1,134

### 4.3. Area Emissions by Source

#### 4.3.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	3.52	1.76	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Consumer Products	—	37.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	2.85	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	9.00	8.52	0.92	98.5	< 0.005	0.03	—	0.03	0.05	—	0.05	—	263	263	0.01	0.02	—	270
Total	12.5	50.8	31.0	111	0.20	2.46	—	2.46	2.48	—	2.48	0.00	38,420	38,420	0.73	0.10	—	38,467
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	3.52	1.76	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Consumer Products	—	37.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	2.85	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	3.52	42.2	30.1	12.8	0.19	2.43	—	2.43	2.43	—	2.43	0.00	38,157	38,157	0.72	0.07	—	38,197
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.04	0.02	0.38	0.16	< 0.005	0.03	—	0.03	0.03	—	0.03	0.00	433	433	0.01	< 0.005	—	433

Consum Products	—	6.87	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architect ural Coatings	—	0.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscap e Equipme nt	1.13	1.07	0.12	12.3	< 0.005	< 0.005	—	< 0.005	0.01	—	0.01	—	29.8	29.8	< 0.005	< 0.005	—	30.6
Total	1.17	8.48	0.49	12.5	< 0.005	0.03	—	0.03	0.04	—	0.04	0.00	462	462	0.01	< 0.005	—	464

#### 4.4. Water Emissions by Land Use

##### 4.4.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartme nts Mid Rise	—	—	—	—	—	—	—	—	—	—	—	106	493	599	0.40	0.24	—	679
Apartme nts Low Rise	—	—	—	—	—	—	—	—	—	—	—	31.9	148	180	0.12	0.07	—	204
Total	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartme nts Mid Rise	—	—	—	—	—	—	—	—	—	—	—	106	493	599	0.40	0.24	—	679

Apartments	—	—	—	—	—	—	—	—	—	—	—	31.9	148	180	0.12	0.07	—	204
Total	—	—	—	—	—	—	—	—	—	—	—	138	641	778	0.51	0.31	—	883
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	17.6	81.6	99.1	0.07	0.04	—	112
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	5.28	24.5	29.8	0.02	0.01	—	33.7
Total	—	—	—	—	—	—	—	—	—	—	—	22.8	106	129	0.09	0.05	—	146

### 4.5. Waste Emissions by Land Use

#### 4.5.2. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	665	0.00	665	66.5	0.00	—	2,328
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	200	0.00	200	20.0	0.00	—	699
Total	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—



Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	665	0.00	665	66.5	0.00	—	2,328
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	200	0.00	200	20.0	0.00	—	699
Total	—	—	—	—	—	—	—	—	—	—	—	865	0.00	865	86.5	0.00	—	3,027
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	110	0.00	110	11.0	0.00	—	385
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	33.1	0.00	33.1	3.31	0.00	—	116
Total	—	—	—	—	—	—	—	—	—	—	—	143	0.00	143	14.3	0.00	—	501

## 4.6. Refrigerant Emissions by Land Use

### 4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	9.16	9.16
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.44	3.44
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	9.16	9.16
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.44	3.44
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12.6	12.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.52	1.52
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.57	0.57
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.09	2.09

### 4.7. Offroad Emissions By Equipment Type

#### 4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

### 4.8. Stationary Emissions By Equipment Type

#### 4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

### 4.9. User Defined Emissions By Equipment Type

#### 4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
----------------	-----	-----	-----	----	-----	-------	-------	-------	--------	--------	--------	------	-------	------	-----	-----	---	------

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

#### 4.10. Soil Carbon Accumulation By Vegetation Type

##### 4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

##### 4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

## 5. Activity Data

### 5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	2/14/2023	7/4/2023	5.00	100	—
Site Preparation	Site Preparation	7/5/2023	9/27/2023	5.00	60.0	—
Grading	Grading	9/28/2023	5/2/2024	5.00	155	—
Building Construction	Building Construction	5/3/2024	4/12/2030	5.00	1,550	—

Paving	Paving	4/13/2030	9/14/2030	5.00	110	—
Architectural Coating	Architectural Coating	1/1/2027	4/15/2030	5.00	857	—

## 5.2. Off-Road Equipment

### 5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38

Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48
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### 5.3. Construction Vehicles

#### 5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	15.0	18.5	LDA,LDT1,LDT2
Demolition	Vendor	—	10.2	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	—	10.2	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	1,247	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	185	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—



Paving	Worker	15.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	—	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	249	18.5	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

## 5.4. Vehicles

### 5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

## 5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	3,367,008	1,122,336	0.00	0.00	—

## 5.6. Dust Mitigation

### 5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	—	—
Site Preparation	—	—	90.0	0.00	—
Grading	—	—	465	0.00	—
Paving	0.00	0.00	0.00	0.00	0.00

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Apartments Mid Rise	—	0%
Apartments Low Rise	—	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2023	0.00	532	0.03	< 0.005
2024	0.00	532	0.03	< 0.005
2025	0.00	532	0.03	< 0.005
2026	0.00	532	0.03	< 0.005
2027	0.00	532	0.03	< 0.005
2028	0.00	532	0.03	< 0.005
2029	0.00	532	0.03	< 0.005
2030	0.00	532	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VM/Weekday	VM/Saturday	VM/Sunday	VM/Year
Total all Land Uses	26.7	26.7	26.7	9,762	259	259	259	94,393

## 5.10. Operational Area Sources

### 5.10.1. Hearths

#### 5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	1472
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	173
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Low Rise	—
Wood Fireplaces	0
Gas Fireplaces	340
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	40
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
3367008	1,122,336	0.00	0.00	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	250

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	4,882,891	532	0.0330	0.0040	14,794,315
Apartments Low Rise	1,534,018	532	0.0330	0.0040	6,522,270

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	49,648,702	0.00
Single Family Housing	14,909,520	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	333	0.00
Apartments Low Rise	99.9	0.00

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
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### 5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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### 5.17. User Defined

Equipment Type	Fuel Type
—	—

### 5.18. Vegetation

#### 5.18.1. Land Use Change

##### 5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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#### 5.18.1. Biomass Cover Type

##### 5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
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#### 5.18.2. Sequestration

##### 5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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## 6. Climate Risk Detailed Report

### 6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	13.1	annual days of extreme heat
Extreme Precipitation	4.85	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

### 6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

### 6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

### 6.4. Climate Risk Reduction Measures

## 7. Health and Equity Details

### 7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	59.7



AQ-PM	83.6
AQ-DPM	65.4
Drinking Water	56.2
Lead Risk Housing	90.6
Pesticides	0.00
Toxic Releases	84.5
Traffic	52.4
Effect Indicators	—
CleanUp Sites	7.71
Groundwater	59.6
Haz Waste Facilities/Generators	20.3
Impaired Water Bodies	33.2
Solid Waste	11.6
Sensitive Population	—
Asthma	66.1
Cardio-vascular	87.8
Low Birth Weights	33.1
Socioeconomic Factor Indicators	—
Education	75.7
Housing	59.7
Linguistic	54.6
Poverty	51.2
Unemployment	72.5

## 7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
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Economic	—
Above Poverty	47.27319389
Employed	40.16424997
Median HI	49.22366226
Education	—
Bachelor's or higher	20.73655845
High school enrollment	100
Preschool enrollment	72.83459515
Transportation	—
Auto Access	23.89323752
Active commuting	49.17233415
Social	—
2-parent households	45.78467856
Voting	31.79776723
Neighborhood	—
Alcohol availability	41.8324137
Park access	52.31618119
Retail density	83.19004235
Supermarket access	67.93276017
Tree canopy	41.55010907
Housing	—
Homeownership	77.96740665
Housing habitability	44.12934685
Low-inc homeowner severe housing cost burden	19.72282818
Low-inc renter severe housing cost burden	56.70473502
Uncrowded housing	14.10239959
Health Outcomes	—

Insured adults	21.95560118
Arthritis	0.0
Asthma ER Admissions	27.3
High Blood Pressure	0.0
Cancer (excluding skin)	0.0
Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	47.4
Cognitively Disabled	64.4
Physically Disabled	69.8
Heart Attack ER Admissions	4.5
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	88.3
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	15.5

Elderly	53.1
English Speaking	55.6
Foreign-born	61.4
Outdoor Workers	39.5
Climate Change Adaptive Capacity	—
Impervious Surface Cover	33.7
Traffic Density	46.6
Traffic Access	23.0
Other Indices	—
Hardship	72.0
Other Decision Support	—
2016 Voting	39.3

### 7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	74.0
Healthy Places Index Score for Project Location (b)	42.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

### 7.4. Health & Equity Measures

No Health & Equity Measures selected.

### 7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

### 7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

## 8. User Changes to Default Data

Screen	Justification
Land Use	City identified parcels with a total acreage of 91.7 acres, and estimated a population increase of 6,171 new residents. ADUs were conservatively assumed as single-family housing and acreage was determined using the maximum State allowed ADU sf of 1,200sf (0.03ac) times 400 units to get 12 acres.
Construction: Construction Phases	Default construction, assumes architectural coating occurs simultaneously as building construction
Construction: Architectural Coatings	Pursuant to SCAQMD Rule 1113
Operations: Hearths	Pursuant to SCAQMD Rule 445, no wood burning devices
Operations: Architectural Coatings	Pursuant to SCAQMD Rule 1113
Operations: Water and Waste Water	Wastewater treatment plant 100% aerobic

# Appendix B

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VMT Analysis



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February 8, 2023

Mr. Michael Rocque, MS, Senior Planner  
Rincon Consultants, Inc.  
2215 Faraday Ave Suite A,  
Carlsbad, CA 92008  
(via email)

Subject: VMT Analysis for the City of Pico Rivera 6th Cycle Housing Element Code Amendments

Dear Michael:

Translutions, Inc. (Translutions) is pleased to provide this letter discussing the Vehicle Miles Traveled (VMT) analysis for the proposed Housing Element Code Amendments for the City of Pico Rivera (the Project). This analysis is consistent with the requirements for a VMT analysis established by the State of California to evaluate impacts to transportation under CEQA. Since this is a housing element update, this memorandum evaluates the change in VMT per Service Population under "without" and "with" project conditions. The VMT analysis for the project was conducted using year 2020 and 2040 data sets from the 2016 Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategies (SCAG RTP/SCS) travel model (model).

## **PROJECT DESCRIPTION**

The Housing Element is required to demonstrate the City's capacity to plan for its share of housing growth. The City's share of housing is determined by the Southern California Association of Governments (SCAG) via the Regional Housing Needs Assessments (RHNA). The RHNA is the number of units that a city is required to plan for (not develop) by identifying sites throughout the City. For the 2021-2029 Housing Element planning period, SCAG assigned the City 1,024 units. After the acreage calculations, 1,333 units were identified by the City. The area wise breakdown and number of units are included in Attachment A.

## **ANALYSIS METHODOLOGY**

### **MODELING YEARS (2020 AND 2040)**

The SCAG RTP/SCS model's base year is 2016 and horizon year is 2040. However, based on discussions with the City, the proposed analysis was conducted for years 2020 and 2040. The model includes a 2020 dataset from SCAG which was used for the analysis.

### **MODELING METHODOLOGY**

The SCAG RTP model uses a two-tier traffic analysis zone (TAZ) system – Tier 1 zones and Tier 2 zones. Two or more Tier 2 zones make up a Tier 1 zone. The model utilizes Tier 2 zone system for modeling steps such as trip generation, trip distribution, and mode choice while it uses Tier 1 zone system for assignment purposes. Given the inability to perform zone splits in the SCAG RTP model and based on how the guidelines require evaluation of plans and programs, the additive method was used for the analysis. Under this method, project related SED was added to the existing (or future) SED of the TAZs to evaluate with project VMT.

### **MODEL SOCIOECONOMIC DATA**

The model consists of both residential (households and population) and non-residential land uses (employment by type/category) as inputs. For households, the travel model uses household characteristics such as household income, household size, and household workers etc., to determine the household travel patterns. The number of households by dwelling unit type were based on the Project information provided by the City. Further, based on discussions with the City, to account for multiple families living in the same unit, 400 additional households were included. Therefore, this evaluation is based on 1,732 units.

The average household size from 2016 SCAG RTP/SCS model for each TAZ was maintained and carried over to the number of new dwelling units proposed as part of the Project. Table A shows the change in households and population that is forecast to occur at each

TAZ because of the Project. As shown on Table A, the Project will result in an increase of 1,732 households which would translate into a population increase of 6,171.

**Table A: Project Related Increase in Households and Population by TAZ**

Tier 2 TAZ	Proposed HH	Population
21795100	0	0
21795200	263	1,007
21795300	0	0
21795400	57	207
21801100	95	283
21801200	0	0
21804100	0	0
21804200	0	0
21804300	81	307
21804400	255	932
21804500	0	0
21806100	14	49
21806200	0	0
21820100	0	0
21820200	0	0
21820300	0	0
21820400	109	441
21821100	0	0
21821200	34	144
21821300	228	763
21823100	361	1,233
21826100	0	0
21826200	0	0
21826300	109	300
21835100	43	188
21835200	38	145
21848100	0	0
21848200	0	0
21848300	46	171
21848400	0	0
<b>Total</b>	<b>1,732</b>	<b>6,171</b>

## MODEL RUNS AND OUTPUTS

Model Runs were conducted for the 2020 and 2040 conditions for both without project and with project conditions with the above discussed SED and networks. Consistent to standard modeling practice, each model was run with conditions that at least 5-loops<sup>1</sup> be run or until a convergence of 0.01 (i.e., 1.0%) is achieved. Detailed model outputs are shown in Attachment B.

## VMT SIGNIFICANT IMPACT THRESHOLDS & RESULTS

For General Plans and Specific Plans, the following would result in a significant project generated VMT:

1. The baseline project generated VMT per service population exceeds the baseline VMT per service population (VMT/SP) for the City, or

<sup>1</sup> Models are run with feedback loops wherein the output of one run is becomes the basis of the next run. In this process, the predicted speeds are used to re-compute highway and transit travel times, and the entire model sequence is repeated until input and output speeds are generally consistent with each other. Each iteration is referred to as a loop. The percentage change in total travel cost between one iteration and the next is referred to as "convergence". A convergence of 0.01 means that the change in travel cost between one run and the next is 1%. Models in the SCAG region are generally run for 5 loops or a convergence of 0.01.



- The cumulative project generated VMT per service population exceeds the future year VMT per service population (VMT/SP) for the City.

### Baseline (2020) plus Project Conditions

Table B shows the model outputs for the baseline (2020) conditions as well as the plus project conditions.

Table B: Year 2020 VMT Outputs

	City of Pico Rivera	2020 No Project	2020 With Project	Net New Project <sup>2</sup>
Socio-Economic Data	Population	55,019	61,190	6,171
	Employment	19,507	19,507	-
	Service Population	74,526	80,697	6,171
Automobiles Only	Total Vehicle Trips (No Trucks)	218,030	228,049	10,019
	Total Vehicle VMT (No Trucks)	2,278,843	2,374,761	95,918
	Average Vehicle Trip Distance (No Trucks)	10.45	10.41	9.57
Trucks Only	Total Truck Trips	8,373	8,569	196
	Total Truck VMT	184,064	186,907	2,844
	Average Truck Trip Distance	21.98	21.81	14.53
All Vehicles	Total Vehicle Trips (Include Trucks)	226,403	236,619	10,215
	Total VMT (Include Trucks)	2,462,907	2,561,668	98,761
	Total VMT Per Service Population (Include Trucks)	10.88	10.83	9.67

As shown in Table B, the baseline (2020) plus project VMT/SP is 10.83 miles while the without project VMT/SP is 10.88 miles. The project related VMT/SP is 9.67, which is significantly less than the baseline VMT/SP for the City. Therefore, the project has a less than significant VMT impact under baseline conditions.

### Year 2040 plus Project Conditions

Table C shows the model outputs for the year 2040 conditions as well as the plus project conditions.

Table C: Year 2040 VMT Outputs

	City of Pico Rivera	2040 No Project	2040 With Project	Net New Project
Socio-Economic Data	Population	59,319	65,490	6,171
	Employment	21,301	21,301	-
	Service Population	80,620	86,791	6,171
Automobiles Only	Total Vehicle Trips (No Trucks)	217,642	227,312	9,670
	Total Vehicle VMT (No Trucks)	2,298,403	2,391,268	92,865
	Average Vehicle Trip Distance (No Trucks)	10.56	10.52	9.60
Trucks Only	Total Truck Trips	9,431	9,524	92
	Total Truck VMT	266,567	268,095	1,528
	Average Truck Trip Distance	28.26	28.15	16.53
All Vehicles	Total Vehicle Trips (Include Trucks)	227,073	236,836	9,762
	Total VMT (Include Trucks)	2,564,970	2,659,363	94,393
	Total VMT Per Service Population (Include Trucks)	11.30	11.23	9.67

As shown in Table C, the year 2040 plus project VMT/SP is 11.23 miles while the without project VMT/SP is 11.30 miles. The project related VMT/SP is forecast to be 9.67, which is significantly less than the baseline VMT/SP for the City. Therefore, the project VMT per

<sup>2</sup> The average vehicle trip distances are not the trip lengths generated by the net new development directly, but the effect on vehicle trip and VMT for the whole project area. The effect of adding more housing to the study area will reduce trip length on average. In order to compute the average vehicle distance, the net new VMT should be divided by the net new vehicle trips, but this should not be interpreted to mean that the new development will have markedly different patterns than the existing development; rather the effects on travel of adding housing will be to bring everyone's average down (including existing uses).

service population is less than the VMT/SP under without project conditions and therefore, the project has a less than significant VMT impact under baseline conditions.

## FINDINGS & CONCLUSION

The results of the VMT analysis shows that the project related VMT/SP is lower than the VMT/SP for the City. In fact, the Project reduces the Citywide VMT/SP under both analysis conditions. Therefore, the Project has a less than significant impact under both the baseline and future year conditions.

We hope you will find this information helpful. Should you have any questions, please don't hesitate to call me at (949) 656-3131.

Sincerely,

translutions, Inc.



Sandipan Bhattacharjee, P.E., T.E., AICP, ENV SP  
Principal





## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
2. An analysis of small sites identified in the City's inventory is shown in Table B-3.

ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
1	5272-004-035	C-C	C - Commercial	R40-OV	0.62	0.62	8540 BEVERLY BLVD	PACE PHILLIP J AND PHYLLIS M TRS PACE FAMILY TRUST	35	0.35	0	7	1	2	4	-	-	The corner property is the site of a paved vacant lot. Adjacent uses include single-family residences.
2	5272-005-012	C-C	C - Commercial	R40-OV	0.68	0.68	8642 BEVERLY BLVD	PACE PHILLIP J AND PHYLLIS M TRS PACE FAMILY TRUST	35	0.35	0	8	1	2	5	2,396.0	27,126.7	The property is the site of a paved vacant lot with 2 structures. Adjacent uses include a 7-Eleven and surface parking, single-family residences, and a large vacant lot.
3	5272-005-045	C-C	C - Commercial	R40-OV	0.43	0.43	8554 BEVERLY BLVD	PACE PHILLIP J AND PHYLLIS M TRS PACE FAMILY TRUST	35	0.35	0	5	1	1	3	5,278.7	13,247.0	The corner property is the site of 2 vacant structures and a large surface parking lot. Adjacent uses include a large vacant lot and single-family residences.
4	5272-017-019 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.90	0.90	4335 ROSEMEAD BLVD	DUS SAMARTHA REAL ESTATE LLC	35	0.35	0	10	2	3	5	13,055.5	25,940.1	The property is the site of the Epic Hotel, an older hotel with some recent improvements and large surface parking lot. Adjacent uses include single- and multi-family residences, a gas station, a dry cleaning business, and small restaurant.
5	5272-018-900	P-F	PF - Public Facility	R40-OV	5.51	5.51	IBSEN ST	EL RANCHO UNIFIED CONSOLIDATED SCHOOL DIST	35	1	0	192	38	57	97	35,989.6	203,826.8	The property is the site of Pio Pico Elementary School which has been closed for many years. Property consists of 9 permanent structures, open play areas, large areas of grass, and a large surface parking lot. Adjacent uses include single-family residences and St. Francis Xavier Catholic Church.
6	5272-018-901	S-F	PF - Public Facility	R40-OV	0.12	0.12	IBSEN ST	PICO RIVERA CITY	35	1	0	4	0	1	3	-	-	See 5272-018-900.
7	5272-018-902	S-F	PF - Public Facility	R40-OV	1.03	1.03	8736 IBSEN ST	EL RANCHO UNIFIED CONSOLIDATED SCHOOL DIST	35	1	0	36	7	10	19	-	-	See 5272-018-900.
8	5272-018-903	S-F	PF - Public Facility	R40-OV	1.03	1.03	8804 IBSEN ST	EL RANCHO UNIFIED CONSOLIDATED SCHOOL DIST	35	1	0	36	7	10	19	-	-	See 5272-018-900.



## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
2. An analysis of small sites identified in the City's inventory is shown in Table B-3.

ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
9	5272-022-024 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.98	0.98	8923 BEVERLY BLVD	DOERGES MARY E VICTOR L SLOAN DECD TRUST	35	0.35	0	12	2	3	7	-	-	The property is the site of a dry-cleaning business and a restaurant with a large surface parking lot. Adjacent uses include single-family residences, smaller commercial businesses, the Epic Hotel, and a gas station.
10	5272-022-025 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.61	0.61	8957 BEVERLY BLVD	TOGOOD JOYCE A COSTRUSTEE ET AL JOYCE A TOGOOD TRUST	35	0.35	0	7	1	2	4	-	-	The corner property is the site of a Mobile gas station. Adjacent uses include the Epic Hotel, a dry-cleaning business, and a small restaurant.
11	5272-023-017 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.57	0.57	8922 BEVERLY BLVD	FARMERS AND GROWERS PLAZA LLC	35	0.35	0	6	1	1	4	12,836.6	12,018.4	The property is the site of a small strip mall consisting of different businesses with a large surface parking lot. Adjacent uses include a strip mall, auto repair shop, and single-family residences.
12	5272-023-024 <sup>(1)</sup> <sub>(2)</sub>	C-G	C - Commercial	R40-OV	0.43	0.43	8914 BEVERLY BLVD	ALMAGOR FREDERIC D ALMAGOR TRUST	35	0.35	0	5	1	1	3	2,543.4	15,959.3	This property is the site of an auto repair shop with a surface parking lot for vehicle storage. Adjacent uses include a grocery store and single-family residences.
13	5272-023-027 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.64	0.64	8924 BEVERLY BLVD	FARMERS AND GROWERS PLAZA LLC	35	0.35	0	7	1	2	4	10,295.4	17,652.2	The property is the site of a small strip mall consisting of different businesses with a large surface parking lot. Adjacent uses include a grocery store, a U-Haul rental business, and single-family residences.
14	5272-023-030 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.26	0.26	4425 ROSEMEAD BLVD	U HAUL REAL ESTATE CO	35	0.35	0	3	0	0	3	-	-	The corner property is the site of a U Haul, a truck rental business. Adjacent uses include a strip mall and single-family residences.
15	5272-023-031 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.66	0.66	4425 ROSEMEAD BLVD	U HAUL REAL ESTATE CO	35	0.35	0	8	1	2	5	-	-	See 5272-023-030.
16	5272-029-011 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.72	0.72	4525 ROSEMEAD BLVD	4525 ROSEMEAD BLVD LLC	35	0.35	0	8	1	2	5	-	-	The property serves as the parking lot for the auto repair business located at 4525 Rosemead Boulevard. Adjacent uses include single-family residences and a medical office.
17	5272-030-028 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.72	0.72	4525 ROSEMEAD BLVD	4525 ROSEMEAD BLVD LLC	35	0.35	0	8	1	2	5	17,965.4	13,282.9	The property is the site of an auto body repair business with a large surface parking lot (5272-029-011). Adjacent uses include single-family residences and a small restaurant with a drive-thru and surface parking lot.





## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

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ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
18	6368-005-028	I-G	I - General Industrial	R40-OV	0.56	0.56	7801 ROSEMEAD BLVD	7925 ROSEMEAD BLVD PICO	35	0.35	0	6	1	1	4	2,311.1	22,099.2	The corner property is the site of a tire and auto body repair business, Capital Tire Center, with a large surface parking lot. Adjacent uses include a large truck yard/lot.
19	6368-005-042	I-G	I - General Industrial	R40-OV	5.43	5.43	7925 ROSEMEAD BLVD	7925 ROSEMEAD BLVD PICO RIVERA	35	0.35	0	66	13	19	34	26,146.6	210,142.1	The property is the site of a large truck yard/lot. Adjacent uses include Capital Tire Center, An El Rancho Unified School District Building and large surface parking lot, and train tracks. Multi-Family residences are located across the street on Rosemead Blvd.
20	6369-002-012	I-G	I - General Industrial	R40-OV	3.61	3.61	8340 WASHINGTON BLVD	PUBLIC STORAGE INC	35	0.35	0	44	8	13	23	80,542.6	76,590.1	The property is the site of Public Storage, a large storage facility with large surface parking lot areas surrounding the two main storage buildings. Adjacent uses include distribution warehouses and undeveloped open space. Multi-family residences and a gas station are located directly across the street on Washington Blvd.
21	6370-013-014 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.64	0.64	6605 ROSEMEAD BLVD	PATEL RAJESH & ANJANA PEMA NILESH & RADHA	35	0.35	0	7	1	2	4	-	-	The property is the site of a large vacant lot in between a motel and residential care facility. Other adjacent uses include single-family residences.
22	6370-013-021 <sup>(1)</sup>	C-C	C - Commercial	R40-OV	0.77	0.77	6623 ROSEMEAD BLVD	PATEL HARISH D AND SARDA H TRS F C AND M K TOMLINSON LLC	35	0.35	0	9	1	2	6	9,788.6	23,735.3	The property is the location of a motel built in 1961. Adjacent uses include a large vacant lot, single-family residences, and a commercial strip mall center with a large surface parking lot.
23	6370-013-032	C-C	C - Commercial	R40-OV	0.72	0.72	6505 ROSEMEAD BLVD	PICO RIVERA VILLAS LLC	35	0.35	0	8	1	2	5	6,721.7	24,779.1	This corner property serves as a location for an office building. Adjacent uses include single-family residences and an Adult Residential Facility.
24	6370-022-025	C-C	C - Commercial	R40-OV	1.16	1.16	8605 WASHINGTON BLVD	LAGUNA PROPERTIES LLC	35	0.35	0	14	2	4	8	14,308.5	36,047.4	The property is the site of a retail shoe store with a large surface parking lot. The site is surrounded by Phaeton Ave. and Bollenbacher Dr. and a small access road connecting the two. Nearby uses include single-family residences and a small strip mall with a surface parking lot.



## 6th Cycle Housing Element (2021-2029)



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25	6370-024-033 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.63	0.63	8701 WASHINGTON BLVD	HOULE DIANE N JASIN CO TR R AND D HOULE TRUST	35	0.35	0	7	1	2	4	11,987.5	15,427.3	The property is the site of a small strip mall consisting of different businesses with a large surface parking lot. Adjacent uses include multi- and single-family residences, and a Wells Fargo with a drive-thru.
26	6370-025-009 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.87	0.87	8737 WASHINGTON BLVD	UNITED CALIF BK REALTY CORP	35	0.35	0	10	2	3	5	8,131.1	29,846.2	The property is the site of a Wells Fargo Bank with a drive-thru and large surface parking lot. Adjacent uses include a small strip mall with a surface parking lot, multi- and single-family residences, and surface parking for El Rodeo De Pico Rivera restaurant and nightclub.
27	6370-027-014 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.58	0.58	8809 WASHINGTON BLVD	UNITED CALIF BK REALTY CORP	35	0.35	0	7	1	2	4	-	-	The property is the site of a large surface parking lot for Wells Fargo Bank. See 6370-025-009.
28	6370-027-018 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	2.85	2.85	8825 WASHINGTON BLVD	MERCURY BOWL LLC AND GREEN RIVERA LLC	35	0.35	0	34	6	10	18	35,456.1	88,562.6	The property is the site of El Rodeo De Pico Rivera restaurant/nightclub and large surface parking lot space. Adjacent uses include LA Fitness gym, surface parking for Pico Rivera Marketplace, parking for Wells Fargo Bank, and single-family residences.
29	6370-027-021	C-G	C - Commercial	R40-OV	8.22	8.22	8913 WASHINGTON BLVD	PICO RIVERA HOLDINGS LVT LLC FRESH AND EASY MARKET LESSEE	35	0.35	0	100	20	30	50	89,357.7	268,696.0	Pico Rivera Marketplace. The property is the site of an LA Fitness gym, retail stores, and restaurants with a large surface parking lot. The property has 6 separate structures. Adjacent uses include a Wienerschnitzel fast food restaurant, El Rodeo De Pico Rivera and its surface parking, as well as single-family residences.
30	6371-001-026 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	2.65	2.65	6101 ROSEMEAD BLVD	6003 DE LLC ET AL PARK PLAZA SHOPPING CENTRE DE LL	35	0.35	0	32	6	9	17	31,297.6	84,009.6	The property is the site of a small shopping center consisting of various restaurants, a gym, and a large "Chuck E. Cheese's" restaurant with a large surface parking lot. See 6371-001-027. Adjacent uses include single-family residences, DD's Discounts, a commercial strip mall.
31	6371-001-027 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	2.53	2.53	6003 ROSEMEAD BLVD	6003 DE LLC ET AL PARK PLAZA SHOPPING CENTRE DE LL	35	0.35	0	30	6	9	15	29,126.1	80,871.1	The property is the site of a small shopping center consisting of a restaurant and a "DD's Discounts" store with large surface parking lot. See 6371-001-026. Adjacent uses include



## 6th Cycle Housing Element (2021-2029)



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ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
																		single-family residences, the continued strip mall, and surface parking.
32	6377-003-032	CPD	C - Commercial	R40-OV	4.99	4.99	9100 WHITTIER BLVD	BRIDGES AMERICA FOUNDATION L P	35	0.35	0	61	12	18	31	62,220.6	155,081.4	The property is the site of a large Superior Grocers, a grocery store with large surface parking lot. Located within a larger shopping center. Adjacent uses include fast food restaurants, strip mall commercial uses, a Dollar Tree store, and large surfacing parking lot.
33	6377-003-033	CPD	C - Commercial	R40-OV	1.20	1.20	9050 WHITTIER BLVD	CROSSROADS PLAZA LP	35	0.35	0	14	2	4	8	18,546.8	33,875.6	The property is the site of a small strip consisting of restaurants and a mix of businesses with large surface parking lot. See 6377-003-032.
34	6377-003-036	CPD	C - Commercial	R40-OV	0.80	0.80	5006 ROSEMEAD BLVD	MINTZ MARK M MARK AND LAUREN MINTZ TRUST	35	0.35	0	9	1	2	6	9,605.2	25,349.9	The property is the site of a small strip mall consisting of restaurants and a mix of businesses with large surface parking lot. See 6377-003-032.
35	6378-017-001 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	1.96	1.96	6508 ROSEMEAD BLVD	UNION BUILDING CORP	35	0.35	0	24	4	7	13	14,524.3	70,795.0	The property is the site of a United Auto Workers, a labor union building with a large surface parking lot. Adjacent uses include Knights Inn Pico Rivera and single-family residences.
36	6378-017-004 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	4.43	4.43	6540 ROSEMEAD BLVD	LIN AND SONS INVESTMENT INC	35	0.35	0	54	10	16	28	36,187.2	156,529.9	The property is the site of the Knights Inn, a hotel with a large surface parking lot. Adjacent uses include a Water District building, single-family residences, and a labor union building.
37	6378-019-019 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	0.62	0.62	6750 ROSEMEAD BLVD	BRADLEY PAUL E JR & STEVE S	35	0.35	0	7	1	2	4	4,189.0	22,979.1	The corner property is the site of Jack in the Box, a drive through restaurant with a large surface parking lot. Adjacent uses include restaurants and surface parking lots.
38	6378-019-037 <sup>(1)</sup>	C-G	C - Commercial	R40-OV	1.25	1.25	9055 WASHINGTON BLVD	NAZIRI JACOB CO TR ET AL TERMECHI K	35	0.35	0	15	3	4	8	9,729.5	44,655.1	The corner property is the site of a small strip mall consisting of a laundromat, dental office, and liquor store with large surface parking lot and vacant area in rear. Adjacent uses include commercial offices and a large surface parking lot, and multi-family residences and surface parking.





## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
2. An analysis of small sites identified in the City's inventory is shown in Table B-3.

ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
39	6378-019-052 <sup>(1)</sup>	C-G	C-Commercial	R40-OV	0.54	0.54	9033 WASHINGTON BLVD	MACKEL LAWRENCE O	35	0.35	0	6	1	1	4	6,658.8	16,681.2	The property is the site of a vacant 2-story office building with a large surface parking lot. Previous tenants were health related. Adjacent uses include a restaurant with a large surface parking lot, a small strip mall, and multi-family residences.
40	6378-019-053 <sup>(1)</sup>	C-G	C-Commercial	R40-OV	0.55	0.55	9049 WASHINGTON BLVD	TERMECHI KAMROUZ CO TR NAZIRI PEYMAN	35	0.35	0	6	1	1	4	6,502.9	17,426.4	The property is the site of a large building with health-related tenants and a large surface parking lot. Adjacent uses include another 2-story office building with a large surface parking lot, a small strip mall, and multi-family residences.
41	6378-019-058 <sup>(1)</sup>	C-G	C-Commercial	R40-OV	0.72	0.72	6730 ROSEMEAD BLVD	PICO RIVERA LLC	35	0.35	0	8	1	2	5	4,769.2	26,572.5	The property is the site of a vacant building with a large surface parking lot. Previous tenant was a Sizzler's restaurant. Adjacent uses include restaurants with surface parking lots.
42	6378-019-071 <sup>(1)</sup>	C-G	C-Commercial	R40-OV	0.69	0.69	6722 ROSEMEAD BLVD	KING TACO RESTAURANT INC	35	0.35	0	8	1	2	5	5,702.7	24,286.4	The property is the site of King Taco, a restaurant with a large surface parking lot. Adjacent uses include a strip mall, restaurant, and multi-family residences with surface parking lots.
43	6378-019-072 <sup>(1)</sup>	C-G	C-Commercial	R40-OV	1.40	1.40	6620 ROSEMEAD BLVD	MKC PROPERTIES INC	35	0.35	0	17	3	5	9	23,479.9	37,673.8	The property is the site of a small strip mall consisting of restaurants and a mix of businesses with large surface parking lot. Two separate structures. Adjacent uses include multi-family residences with surface parking and a restaurant with surface parking.
44	6378-020-026	C-C	C-Commercial	R40-OV	0.75	0.75	9107 WASHINGTON BLVD	SCI CALIFORNIA FUNERAL SERVICES	35	0.35	0	9	1	2	6	11,370.3	21,421.1	The property is the site of a funeral home with large surface parking lot. Adjacent uses include single-family residences and a small strip mall with surface parking across the street along Bequette Ave.
45	6378-029-022 <sup>(2)</sup>	C-G	C-Commercial	R40-OV	0.52	0.52	9337 WASHINGTON BLVD	WEST INVESTMENTS LLC	35	0.35	0	6	1	1	4	6,584.7	16,012.2	The corner property is the site of a retail store with a surface parking lot. Adjacent uses include the City of Pico Rivera Parks & Recreation Department and a communications utilities building.
46	6378-029-801 <sup>(2)</sup>	C-G	C-Commercial	R40-OV	0.58	0.58	9317 WASHINGTON BLVD	GTE CALIF INC	35	0.35	0	7	1	2	4	11,559.5	13,754.4	The property is the site of Frontier Communications, a telecommunications provider with large surface parking lot. Adjacent uses include a convenience store,





## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

Note: 1. Sites used in previous housing element update cycles subject to by-right per Housing Program 4D.  
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ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
																		the City of Pico Rivera Parks & Recreation Department, and single-family residences across the street.
47	6378-029-802 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.12	0.12		GTE CALIF INC	35	0.35	0	1	0	0	1	2,868.3	2,289.8	The property is the site of a utility easement for Frontier Communications, a telecommunications provider. See 6378-029-801.
48	6378-029-900 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.62	0.62	6767 PASSONS BLVD	PICO RIVERA CITY	35	0.35	0	7	1	2	4	7,430.8	19,538.2	The property is the site of The City of Pico Rivera Parks and Recreation Department with large surface parking lot. Adjacent uses include a convenience store, communications utilities building, surface parking, and single-family residences.
49	6379-034-024 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.43	0.43	9437 WASHINGTON BLVD	MORIARTY THADDEUS J JR CO TR STEWARD DALE	35	0.35	0	5	1	1	3	2,871.1	15,982.3	The property is the site of a drive through liquor/convenience store with a large surface parking lot. Adjacent uses include a strip mall with commercial retail uses, single-family residences, and a Shell gas station and car wash.
50	6379-034-025 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.30	0.30	6750 PASSONS BLVD	FIRST HOLDINGS LLC	35	0.35	0	3	0	0	3	6,171.6	7,028.7	The property is the site of a small strip consisting of restaurants and a mix of businesses with a surface parking lot in front. Adjacent uses include a Shell gas station and car wash, single-family residences, and a liquor/convenience store with surface parking.
51	6379-034-026 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.69	0.69	6758 PASSONS BLVD	D AND L PROPERTIES INC	35	0.35	0	8	1	2	5	11,461.2	18,586.8	The property is the site of a small strip consisting of restaurants and a mix of businesses with a surface parking lot in front. See 6379-034-025.
52	6379-034-027 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.84	0.84	9411 WASHINGTON BLVD	TESORO SOUTH COAST COMPANY LLC	35	0.35	0	10	2	3	5	5,249.7	31,386.7	The corner property is the site of Shell, a gas station with a convenience store, a car wash, and a large surface parking lot. Adjacent uses include a strip mall with commercial retail uses, a convenience/liquor store, and surface parking.
53	6381-014-007	C-C	C - Commercial	R40-OV	0.92	0.92	7226 ROSEMEAD BLVD	BHAKTA GOKAL M & URMILA	35	0.35	0	11	2	3	6	13,978.3	26,045.9	The corner property is the site of America's Best Value Inn, a hotel with a large surface parking lot. Adjacent uses include Colonial



## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

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ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
																		Gardens Nursing Home and single-family residential.
54	6382-018-029	I-L	LI - Light Industrial	R40-OV	1.96	1.96	9011 BERMUDEZ ST	STORAGE EQUITIES PS PARTNERS	35	0.35	0	24	4	7	13	38,443.0	46,869.4	The corner property is the site of Public Storage, a large storage facility with large surface parking lot areas surrounding the five storage buildings. Adjacent uses include an office building and distribution warehouses. Multi-family residences are located directly across the street on Rosemead Blvd.
55	6382-021-036 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.62	0.62	9315 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	7	1	2	4	2,360.5	24,841.0	See 6382-021-040.
56	6382-021-038 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.45	0.45	9335 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	5	1	1	3	3,637.7	16,001.5	See 6382-021-040.
57	6382-021-040 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	1.28	1.28	9311 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	15	3	4	8	24,479.2	29,435.9	The property is the site of a strip mall consisting of restaurants and a mix of businesses with large surface parking lot. 3 structures. Adjacent uses include fast food restaurants and surface parking.
58	6382-021-041 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.08	0.08	9335 SLAUSON AVE	OXNARD LAND LLC	35	0.35	0	0	0	0	0	-	-	See 6382-021-040.
59	6383-001-025 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	1.08	1.08	9414 WASHINGTON BLVD	SOLANKI PROPERTIES LLC	35	0.35	0	13	2	3	8	24,845.0	22,179.8	The property is the site of Big Saver Foods, a grocery store with large surface parking lot. Adjacent uses include single-family residences.
60	6383-001-026 <sup>(2)</sup>	C-G	C - Commercial	R40-OV	0.8	0.80	9414 WASHINGTON BLVD	SOLANKI PROPERTIES LLC	35	0.35	0	9	1	2	6	2,205.0	32,673.6	See 6383-001-025.
61	8121-025-017	C-G	C - Commercial	R40-OV	0.87	0.87	4502 ROSEMEAD BLVD	CHOW CECILIA L J M AND C L CHOW TRUST	35	0.35	0	10	2	3	5	12,742.4	25,169.7	The corner property is the site of a small strip mall with recent improvements, consisting of restaurants and a mix of businesses with a large surface parking lot in front. Adjacent



## 6th Cycle Housing Element (2021-2029)



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																		uses included a large vacant site and a Norms restaurant with a large surface parking lot.
62	8121-026-017	C-G	C - Commercial	R40-OV	1.11	1.11	4518 ROSEMEAD BLVD	GONZALEZ LUDIVINA LUDIVINA GONZALEZ TRUST	35	0.35	0	13	2	3	8	19,966.6	28,466.1	The property is the site of a small strip mall, consisting of restaurants and a mix of businesses with a large surface parking lot. Adjacent uses include a Drive-thru dairy business, multi-family residences, and a utilities site.
63	8121-026-020	C-G	C - Commercial	R40-OV	0.51	0.51	9001 BEVERLY RD	KIM TAE K AND MYUNG H TRS KIM FAMILY TRUST	35	0.35	0	6	1	1	4	2,830.5	19,499.0	The corner property is the site of a drive through liquor/convenience store with a large surface parking lot. Adjacent uses include multi-family residences and a commercial strip mall with surface parking.
64	8122-005-039	IPD	LI - Light Industrial	R40-OV	2.90	2.90	4334 SAN GABRIEL RIVER PKWY	EXTRA SPACE PROPERTIES 103 LLC	35	0.35	0	35	7	10	18	57,064.6	69,121.2	The corner property is the site of Extra Space Storage, a large storage facility with large surface parking lot areas surrounding the eight storage buildings. Adjacent uses include the Albert Robles Center for water recycling and environmental learning and the San Gabriel River.
65	8122-011-027	IPD	LI - Light Industrial	R40-OV	2.74	2.74	9612 BEVERLY BLVD	EXTRA SPACE OF PICO RIVERA LLC	35	0.35	0	33	6	9	18	58,778.9	60,110.9	The property is the site of Extra Space Storage, a large storage facility with large surface parking lot areas surrounding the eight storage buildings. Adjacent structures include the Pico Rivera Community Center and industrial uses.
66	6368-017-002 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	0.91	0.91	8345 TELEGRAPH RD	RIO HONDO MEDICAL PLAZA LLC	25	1	0	22	4	6	12	-	39,595.8	Rio Hondo Medical Plaza. The property contains large surface parking lot areas, including vehicle storage and several one and two story dated medical office buildings. The property is adjacent to existing multi-family residential uses along Telegraph Rd.
67	6368-017-003 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	1.87	1.87	8359 TELEGRAPH RD	RIO HONDO MEDICAL PLAZA LLC	25	1	0	46	9	13	24	-	-	See 6368-017-002.





## 6th Cycle Housing Element (2021-2029)



**Table B-5: Sites to Accommodate RHNA**

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ID	PARCEL NUMBER	CITY ZONING CODE	GP	Overlay	GROSS ACREAGE	NET ACREAGE	SITE ADDRESS	Ownership	Assumed Density	Commercial Development Factor	Existing Units	Total Potential Units	Low/Very Low	Moderate	Above Moderate	Existing Building SF	Remaining Lot SF Potential	Notes
68	6368-017-005 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	1.36	1.36	8432 BIRCHBARK AVE	RIO HONDO MEDICAL PLAZA LLC	25	1	0	34	6	10	18	16,950.3	42,313.1	See 6368-017-002.
69	6368-017-006 <sup>(1)</sup>	P-A	C - Commercial	R40-OV	1.14	1.14	8337 TELEGRAPH RD	RIO HONDO MEDICAL PLAZA LLC	25	1	0	28	5	8	15	22,718.3	26,909.0	See 6368-017-002.

**Attachment B - Model Outputs**

**Year 2020 Without Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	4346	4197	1131	5890	200950	208466	44521	44560	245471	253026
21801000	4374	4371	1341	1873	92057	93123	4690	5074	96747	98197
21804000	6717	6634	1850	3509	181730	181876	12710	13095	194440	194971
21806000	4920	4819	1327	370	64129	64709	2818	2589	66947	67298
21820000	5964	5964	1434	885	88991	88425	995	988	89986	89413
21821000	5670	5662	1485	2526	131079	134942	2517	2515	133597	137457
21823000	2982	2982	874	225	45082	44105	770	770	45852	44874
21826000	5970	5872	1683	1097	106214	106730	2031	2039	108245	108769
21835000	5090	5090	1275	2016	97009	97127	11938	12045	108946	109172
21848000	8986	8981	2352	1118	125949	126150	8352	9048	134302	135198

**Year 2020 With Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	5561	5412	1451	5890	209601	218860	45035	45102	254636	263962
21801000	4657	4654	1436	1873	94429	95254	4840	5226	99269	100480
21804000	7956	7873	2185	3509	191011	191087	12908	13277	203920	204364
21806000	4969	4868	1341	370	64468	65270	2812	2588	67280	67858
21820000	6405	6405	1543	885	92084	91678	1036	1031	93121	92708
21821000	6576	6568	1746	2526	137502	140223	2627	2614	140129	142837
21823000	4215	4215	1235	225	55350	54472	925	924	56275	55396
21826000	6270	6172	1792	1097	108972	109250	2119	2127	111091	111377
21835000	5424	5424	1356	2016	99765	100066	12068	12176	111833	112241
21848000	9157	9152	2398	1118	127472	127945	8387	9087	135859	137032

**Attachment B - Model Outputs**

**Year 2040 Without Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	4657	4495	1210	6480	200391	198962	65629	66826	266020	265788
21801000	4464	4461	1365	1894	86127	86950	6264	6969	92391	93919
21804000	7252	7162	1993	3888	183899	187065	18719	19751	202618	206815
21806000	5542	5433	1494	405	70047	71850	3468	3133	73516	74983
21820000	6656	6656	1624	1067	97153	98106	1384	1390	98538	99496
21821000	6086	6078	1600	2678	131214	137657	3432	3482	134645	141139
21823000	3044	3044	891	239	42171	42182	891	899	43062	43081
21826000	6776	6671	1900	1297	112115	114518	2507	2536	114622	117054
21835000	5693	5693	1440	2192	98744	100190	15343	15476	114086	115665
21848000	9149	9144	2398	1161	117291	121771	13578	14891	130869	136662

**Year 2040 With Project**

TAZ	POP	RES	HH	Tot_emp	OD_CarP_VMT	OD_CarA_VMT	OD_TrkP_VMT	OD_TrkA_VMT	OD_TotP_VMT	OD_TotA_VMT
21795000	5872	5710	1530	6480	209580	207865	65751	66927	275331	274792
21801000	4747	4744	1460	1894	87919	88810	6308	7008	94227	95818
21804000	8491	8401	2328	3888	192529	195431	18881	19939	211411	215370
21806000	5591	5482	1508	405	70378	72147	3470	3136	73848	75283
21820000	7097	7097	1733	1067	100685	101459	1431	1436	102115	102895
21821000	6992	6984	1861	2678	137907	144042	3555	3603	141461	147645
21823000	4277	4277	1252	239	52403	52068	1059	1069	53462	53137
21826000	7076	6971	2009	1297	114578	116992	2552	2583	117131	119576
21835000	6027	6027	1521	2192	101491	102638	15386	15500	116877	118138
21848000	9320	9315	2444	1161	118928	123417	13594	14905	132522	138323

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN ORDINANCE FOR AMENDMENTS TO TITLE 18 ZONING OF THE PICO RIVERA MUNICIPAL CODE FOR CONSISTENCY WITH THE SIXTH CYCLE HOUSING ELEMENT DESIGNATED HEREIN AS ZONE CODE AMENDMENT NO. 190**

**WHEREAS**, the State Department of Housing and Community Development requires cities to update their General Plan Housing Element; and

**WHEREAS**, the Southern California Regional Association is tasked with assigning cities with their Regional Housing Needs Assessment (RHNA) allocation; and

**WHEREAS**, the City was assigned a RHNA of 1,024 units and must plan for the development of the units; and

**WHEREAS**, a draft Housing Element has been prepared which include the recommendation to rezone certain properties to meet the RHNA; and

**WHEREAS**, to encourage redevelopment of property, zone code amendments are necessary to revise the development standards to facilitate development; and

**WHEREAS**, per Section 18.62.110 of the Pico Rivera Municipal Code the Community and Economic Development Director wishes to initiate the zoning amendment; and

**WHEREAS**, a new R-40 Overlay Zone is being proposed as part of the General Plan Update and thus require the creation of development standards for the proposed classification; and

**WHEREAS**, certain updates must be made to the Title 18, *Zoning*, of the Pico Rivera Zoning Ordinance to fully actualize the goals, policies and actions as described in the adopted 2021-2029 Housing Element; and

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

**WHEREAS**, on June 5, 2023, the Planning Commission recommended that the City Council approved Zone Code Amendment No. 190 during a legally notices public hearing; and

**WHEREAS**, the City Council of the City of Pico Rivera conducted a public hearing on the matter of the amendment to Title 18 *Zoning* at a legally noticed public hearing held on August 1, 2023.

**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 forgoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** Pursuant to Chapter 18.62, Article II, Zoning Code Amendments, of the Pico Rivera Municipal Code, the City Council of the City of Pico Rivera hereby approves the draft ordinance amending the Pico Rivera Municipal Code including Title 18, *Zoning*.

**SECTION 3.** Further, this Resolution with reports, findings and recommendations herein contained and the recommended draft ordinance attached hereto in this matter shall constitute a report of the City Council.

**SECTION 4.** The City Council finds as follows:

1. With respect to the provisions of the California Environmental Quality Act (CEQA).
  - a. A Mitigated Negative Declaration (MND) Addendum was prepared in accordance with Section 15164 of the California Environmental Quality Act (“CEQA”) Guidelines, which based on substantial evidence set forth in the record, including but not limited to the Addendum, the City Council finds, that an addendum to the MND is the appropriate document for disclosing the minor changes and additions that are necessary to assess the potential environmental impacts of the Project. The City Council finds, that none of the conditions under Section 15162(a)(1)-(3) of the CEQA Guidelines requiring subsequent environmental review have occurred.

**SECTION 5.** The City Council finds that the amendments to Title 18, *Zoning*, of the Pico Rivera Municipal Code are necessary and in the best interest of the City, 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) The proposed amendments are consistent with the spirit and integrity of the 2021-2029 Housing Element.
- b) That the amendments to the zoning ordinance are required as a new R-40 Overlay Zone is being proposed which require the creation of development standards.
- c) That the inclusion and revisions of the development standards proposed are being prepared in the spirit of the goals and policies of the sixth cycle 2021-



2029 Housing Element to encourage the improvement of the City.

- d) That the amendment includes language consistencies between the General Plan and the Municipal Code.
- e) That the amendment includes amendments to the Municipal Code of sections which are no longer factual or irrelevant.

**SECTION 6.** In the event that any portion of this Resolution is deemed invalid or is unenforceable, such provision shall be severable from the remainder and that the remainder of the Resolution shall be given full force and effect.

**SECTION 7.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**APPROVED AND PASSED** this 1st day of August 2023.

\_\_\_\_\_  
Erik Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala,  
Jr. Deputy 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, AMENDING *TITLE 18 ZONING* OF THE PICO RIVERA MUNICIPAL CODE ADDING CHAPTER 18.09 ESTABLISHING THE R-40 OVERLAY ZONE AS HEREIN REFERRED TO AS ZONE CODE AMENDMENT NO. 190**

**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 pursuant to the Pico Rivera Municipal Code Section 18.02.040; and

**WHEREAS**, the Sixth Cycle 2021-2029 Housing Element requires zoning ordinance amendments and text changes in conformity with state law, which includes the amendments contained herein; and

**WHEREAS**, a new Mixed Use land use designation R-40 Overlay Zone was created and therefore requires the creation of 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 June 5, 2023; 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.** The City Council finds that the above recitals are true and correct and incorporated herein as part of the findings.

**SECTION 2.** A Mitigated Negative Declaration (MND) Addendum was prepared in accordance with Section 15164 of the California Environmental Quality Act (“CEQA”) Guidelines, which based on substantial evidence set forth in the record, including but not limited to the Addendum, staff report, and public comment, the City Council finds, that an addendum to the MND is the appropriate document for disclosing the minor changes and additions that are necessary to assess the potential environmental impacts of the Project. The City Council hereby finds and determines that none of the conditions under Section 15162(a)(1)-(3) of the CEQA Guidelines requiring subsequent environmental review have occurred.

**SECTION 3.** The City Council finds that the proposed amendments are consistent with the spirit and integrity of the General Plan and the adopted 2021-2029 Housing Element, as the purpose of the code is to protect the public health, safety and general welfare of the public.

**SECTION 4.** Chapter 18.09, *R-40 Overlay Zone*, of Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to add Chapter 18.09 to read as follows:

CHAPTER 18.09 R-40 OVERLAY ZONE

18.09.010 Establishment.

18.09.020 Intent and purpose.

18.09.030 Applicability-Criteria.

18.09.040 Permitted uses.

18.09.050 Property development conditions.

18.09.060 Off-street parking.

18.09.070 Signs and advertising

**18.09.010 Establishment.**

There is hereby established an overlay zone which shall hereinafter be known as and referred to as the “R-40 Overlay Zone” and which shall function and serve as set out in this chapter.

**18.09.020 Intent and purpose.**

A. The R-40 Overlay Zone is intended to allow an integrated mix of residential and commercial uses, including stand-alone residential or commercial development.

B. The purpose of the overlay zone is to support the development of higher density housing while promoting the development of residential uses in non-residential areas to create a balance within the City. The purpose is to also encourage development that is pedestrian-oriented, storefront-style shopping, creates additional employment opportunities and accommodates more units for a diversity of multi-family housing types and housing needs such as special needs and large families.

C. The R-40 Overlay Zone has the following major objectives:

1. Implement the City’s 6<sup>th</sup> cycle 2021-2029 Housing Element by facilitating residential development on identified parcels and enabling the development of affordable housing consistent with the requirements of State Government Code Article 10.6 (65580).

2. Facilitate well-designed standalone residential and mixed-use development that promote pedestrian-oriented design that creates a more vibrant and active street environment.

3. Contribute to the City’s mix of housing types.

4. Promote a compatible mix of residential, commercial and service uses with strong functional relationships.

5. Strengthen the City's economic base and provide employment opportunities close to home for residents of the City.

**18.09.030 Applicability-Criteria.**

A. Relationship between Base Zone Standards and Overlay Zone Standards. For properties within the R-40 Overlay Zone, the regulations allow standalone residential and mixed-use development as an alternative to the stand-alone base zone development allowed under the base (underlying) zone standards.

**B. Base Zone Standards.**

1. New projects may be developed in compliance with the existing underlying base zone, provided that all standards and requirements of the underlying base zone are met.

2. Regulations, development standards, and requirements in the underlying base zone shall continue to apply to those projects that are currently developed according to the existing standards.

C. For legal nonconforming uses (i.e., uses that do not comply with the provisions of the base zone), the provisions in Chapter 18.54 (Nonconforming Uses) shall apply.

D. Option to Apply R-40 Overlay Zone Development Standards. The owner or developer of any property within the R-40 Overlay Zone may choose to exercise the R-40 Overlay development standards or continue to utilize the standards of the underlying zone. An applicant may choose to develop standalone multi-family developments or mixed-use within the R-40 Overlay Zone.

**18.09.040 Permitted uses.**

Regulations governing permitted uses of land in the R-40 Overlay Zone are specifically set forth in Chapter 18.40, Land Use Regulations, of this title.

**18.09.050 Property development conditions.**

Regulations governing the development of property for uses in the R-40 Overlay Zone are specifically set forth in Chapter 18.42, Property Development Regulations of this title.

**18.09.060 Off-street parking.**

Regulations governing off-street parking requirements for uses and development of property in the R-40 Overlay Zone are calculated per the land use proposed to be developed as specifically set forth in Chapter 18.44, Off-Street Parking and Loading of this title, except as provided below:

Minimum off-street parking requirements, inclusive of accessible parking and guest parking, shall comply with California Density Bonus Law (California Government Code section 65915).

**18.09.070 Signs and advertising**

Regulations governing permitted signs and advertising for uses and development of property in the R-40 Overlay Zone are permitted per the land use zone specifically set forth in Chapter 18.46, Signs and Advertising of this title.

**SECTION 5.** Table 18.40.40, *Land Use Chart*, of Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read the following:

**Table 18.40.040 LAND USE CHART**

**(For explanation of notes see Section 18.40.050C; for prohibited uses see Section 18.40.050B)**

A.	Land Use	Zone			
		O-S	Public Facilities	M-U Overlay	<u>R-40 Overlay</u>
1.	Civic or social associations		2, 63		
2.	Educational institutions, public	2	2, 63		
3.	Flood control facilities	X	2, 63		
4.	Government agencies; local, county, state or federal		2, 63		
5.	Libraries, public		2, 63		
6.	Off-street parking facilities	1, 32		2	<u>2</u>
7.	Parks and playgrounds	2		2	<u>2</u>
8.	Permanent and interim open spaces	2		2	<u>2</u>
9.	Public utility facilities and structures	2	2, 63		
10.	Recreational facilities	2			
11.	Riding, hiking and bicycle trails	1	2, 63		
12.	Nurseries, wholesale	2	2, 63		
13.	Temporary uses	42	42		
14.	Wireless telecommunication facilities	65	65		

\* Refer to Zoning Administrator determinations, on file in community development department planning division.

B.	Land Use	Zone								
		R-E	S-F	R-I	PUD	R-M	P	E-S	M-U Overlay	<u>R-40 Overlay</u>
1.	Accessory buildings and uses	X	X	X	X	X			X, 76	<u>X</u>
2.	Animals, poultry and fowl, keeping	3	3	3	3	3				
3.	(Unassigned)									
4.	Boardinghouses					2, 4				
5.	Farms, limited to agriculture crops only	2	2							

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6.	Guest houses, limited to one only	X	X							
7.	Multiple-family dwellings					1, 76, 35			<u>1, 35, 76</u>	<u>1, 35, 76</u>

Land Use		Zone								
B.	Residential Uses*	R-E	S-F	R-I	PUD	R-M	P	E-S	M-U Overlay	<u>R-40 Overlay</u>
8.	Planned residential unit developments				1, 76	1, 76				
9.	Single-family dwellings	6	6	76	76	X				
10.	Two-family dwellings					5				
11.	Senior citizen housing					1, 76			76	<u>76</u>
12.	Community care facility (<6 persons)	X	X	X	X	X				
13.	Community care facility (7+ persons)	1	1	1	1	1				
14.	Emergency shelters, up to 20 occupants within the city							73		

Land Use		Zone								
B.	Residential Uses*	R-E	S-F	R-I	PUD	R-M	P	E-S	M-U Overlay	<u>R-40 Overlay</u>
15.	Emergency shelters, more than 20 occupants within the city							1, 73		
16.	SRO (efficiency units)			74		74			74, 76	<u>74, 76</u>
17.	Supportive housing	X	X	X	X	X			X	<u>X</u>
18.	Transitional housing	X	X	X	X	X			X	<u>X</u>
19.	Second dwelling units	75	75		75					

\* Refer to Zoning Administrator determinations, on file in community development department planning division.

Land Use		Zone								
C.	Special Uses*	R-E	S-F	R-I	PUD	R-M	P	M-U Overlay	<u>R-40 Overlay</u>	
1.	Cottage food operations	11	11	11	11	11				

2.	Day care centers	2, 7, 8	2, 7, 8	2, 7, 8	2, 7, 8	2		2	<u>2</u>
3.	Educational institutions, private	2, 7	2, 7			2, 7, 9			
4.	Electric distribution substations	1	1	1	1	1	1		
5.	Foster care homes	10	10						
6.	Gas metering and control stations	1	1	1	1	1	1		
7.	Home occupations	11	11	11	11	11		11	<u>11</u>
8.	Hospitals					2		1	<u>1</u>

C.	Land Use	Zone							
		R-E	S-F	R-I	PUD	R-M	P	M-U Overlay	R-40 Overlay
9.	Mobilehome parks					1			
10.	Off-street parking facilities							1	<u>1</u>
11.	Private recreation and open spaces		2		2	2	2	1	<u>1</u>
12.	Ranches, limited to livestock only	1, 3							
13.	Religious places of worship	1	1	1	1	1		1	<u>1</u>
14.	Rest homes					1			
15.	Water facilities	1	1	1	1	1	1		
16.	Satellite dish receiving antenna	X, 52	X, 52		X, 52	X, 52		X, 52	
17.	Amateur radio/CB radio antennas		2, 38		2, 38	2, 38	2, 38	2, 38	
18.	Family day care homes	8, 40	8, 40	8, 40	2, 8, 40	2, 40		2, 40	<u>2, 40</u>
19.	Garage sales	41	41	41	41	41			
20.	Temporary uses	42	42	42	42	42	42	42	<u>42</u>
21.	Wireless telecommunication facilities	65	65	65	65	65	65	65	<u>65</u>
22.	Modular classroom/offices	2, 70	2, 70			2, 70	2		

\* Refer to Zoning Administrator determinations, on file in community development department planning division.

Land Use	Zone
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D. Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	Zone							
	P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
1. Adult uses		60						
2. Animal hospitals		20, 23, 55, 57		20, 23, 55, 57	20, 23, 55, 57		20, 23, 55, 57	<u>20, 23, 55, 57</u>
3. Antique shops				12, 20, 27, 55, 57	12, 20, 27, 55, 57	1, 12, 27, 55, 57	1, 12, 27, 57	<u>1, 12, 27, 57</u>
4. Appliance sales, rentals, repairs, service		20, 28, 55						
5. Automated teller machines-interior	55	55	55	55	55	1, 55	55	<u>55</u>
6. Automated teller machines-exterior	61	61	61	61	61	61	61	<u>61</u>

D. Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	Zone							
	P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
7. Automobile leasing and renting		20, 24, 51, 55		20, 24, 51, 55	20, 24, 51, 55	1, 20, 24, 51, 55		
8. Automobile parts and accessories stores		20, 29, 55, 57		20, 29, 55, 57	20, 29, 55, 57	1, 29, 55, 57		
9. Automobile repair shops		1, 28, 36		1, 28, 36	1, 28, 36	1, 28		
10. Automobile sales, new and used		2, 13, 28		2, 13, 28	2, 13, 28			
11. Automobile service stations		1, 28, 81		1, 19, 28	1, 19, 28, 39, 62, 81	1, 19, 28, 39, 62, 81		
12. Automobile upholstery shops		2, 57		1	1			
13. Automotive related sales and installation		2		2	2			



14.	Bakeries		15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	1, 15, 55, 57	15, 55, 57	<u>15, 55, 57</u>
15.	Banks, savings and loan associations, and other similar lending institutions, but excluding pawnshops	20, 55, 57, 61			20, 55, 57, 61	20, 55, 57, 61	1, 55, 57, 61	55, 57, 61	<u>55, 57, 61</u>
16.	Barbershops and beauty shops	20, 55, 33, 57		20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
17.	Bars and cocktail lounges				1, 25	1, 25	1, 25		
18.	Bicycle shops				20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
19.	Bookstores	20, 55, 33, 57			20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
20.	Bowling alleys, skating rinks and similar recreational facilities				1	2	1	1	<u>1</u>
21.	Brewery		1, 80	1, 80	1, 80	1, 80	1, 80	1, 80	<u>1, 80</u>
22.	Building materials, new		20, 55						
23.	Business offices and services	20, 55, 57, 81	20, 55, 57, 81		20, 55, 57, 81	20, 55, 57, 81	1, 55, 57, 81	20, 55, 57, 81	<u>20, 55, 57, 81</u>
24.	Cafés and restaurants	20, 33, 55, 56, 66, 67	20, 55, 56, 66, 67		20, 55, 56, 66, 67	20, 55, 56, 66, 67	1, 55, 56, 66, 67	1, 20, 55, 56, 66, 67	<u>1, 20, 55, 56, 66, 67</u>

	Land Use	Zone							
<b>D.</b>	<b>Commercial Uses*</b> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	<b>P-A</b>	<b>C-M</b>	<b>C-N</b>	<b>C-C</b>	<b>C-G</b>	<b>CPD</b>	<b>M-U Overlay</b>	<b><u>R-40 Overlay</u></b>
25.	Carwashes, automatic or coin-operated only		2		1	1			
26.	Ceramics, stone, tile products		20, 55						
27.	Check cashing establishments		55, 57, 72			55, 57, 72			
28.	Clothing and wearing apparel stores of new retail merchandise only				20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>

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29.	Coin-operated games and game arcades		1, 53, 55, 57		1, 53, 55, 57	1, 53, 55, 57	1, 53, 55, 57		
30.	Confectionery stores			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
31.	Craft and hobby shops				20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
32.	Dental laboratories or scientific research centers	1						1	<u>1</u>
33.	Drapery shops		17, 20, 55, 57		17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57	17, 55, 57	<u>17, 55, 57</u>
34.	Dressmaking and millinery shops				17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57	17, 55, 57	<u>17, 55, 57</u>
35.	Drive-in and drive-thru business establishments			1, 18, 28	1, 18, 28	1, 18, 28	1, 18, 28	1, 18, 28	<u>1, 18, 28</u>
36.	Drug or alcohol outpatient treatment facilities	1			1	1			
37.	Drugstore				20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
38.	Dry cleaning, laundry and pressing establishments	20, 33			20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
39.	Electric distribution substation	1, 55		1	1	1			
40.	Electronic components and supplies		20, 58						
41.	Equipment (light) rentals		20, 55						
42.	Florist shops	20, 33, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57	20, 55, 57	<u>20, 55, 57</u>
43.	Food markets			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57	1, 55, 57	<u>1, 55, 57</u>
44.	Fortune telling					1, 37			

	Land Use	Zone							
		P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
<b>D.</b>	<b>Commercial Uses*</b> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)								
45.	Fire cell generator	1, 55		1, 55	1, 55	1, 55			
46.	Furniture and appliance stores		20, 22, 55, 57		20, 22, 55, 57	20, 22, 55, 57	1, 22, 55, 57	20, 22, 55, 57	<u>20, 22, 55, 57</u>
47.	Furniture, cabinet making		20, 58						
48.	Furniture upholstery		20, 55, 57		20, 55, 57	20, 55, 57			
49.	Galleries, works of art and collections	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
50.	Gas metering and control stations	1, 55		1	2	2			
51.	Hardware stores				20, 55, 57	20, 55, 57	1, 55, 57	1, 55, 57	<u>1, 55, 57</u>
52.	Home occupations	11			11	11		11	<u>11</u>
53.	Hospitals/medical facilities	1			1	1		1	<u>1</u>
54.	Hotels and motels				1	1			
55.	Jewelry stores	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57	1, 20, 55, 57	<u>1, 20, 55, 57</u>
56.	Laundromats			2, 20, 55, 57, 81	2, 20, 55, 57, 81	2, 20, 55, 57, 81	1, 55, 57, 81	1, 55, 57, 81	<u>1, 55, 57, 81</u>
57.	Liquor stores, packaged off-sale only		1, 81		1, 81	1, 81	1, 81	1, 81	<u>1, 81</u>
58.	Live/work	78		78	78	78		77, 78	<u>77, 78</u>
59.	Locksmith shop		20, 55, 57		20, 55, 57	20, 55, 57	20, 55, 57	55, 57	<u>55, 57</u>
60.	Medical clinic	2	2	2	2	2	2	2	<u>2</u>
61.	Medical laboratories	2	2			2		2	<u>2</u>
62.	Mobilehome sales, new and used					2, 14			
63.	Motorcycle sales, repairs, rentals, new and used		1		1	1			

64.	Muffler shops, automobile only				1	1			
65.	Multifamily dwellings	1, 34, 57			1, 34	1, 34	1, 34	1, <del>76</del>	<u>1, 76</u>
66.	Newspaper publishing		1					1	<u>1</u>

Land Use		Zone							
<b>D.</b>	<b>Commercial Uses*</b> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	<b>P-A</b>	<b>C-M</b>	<b>C-N</b>	<b>C-C</b>	<b>C-G</b>	<b>CPD</b>	<b>M-U Overlay</b>	<b><u>R-40 Overlay</u></b>
67.	Nightclubs		1			1			
68.	Nurseries and retail building				20, 55	20, 55	1, 55		
69.	Off-sale of alcoholic beverages				1, 39	1, 39			
70.	Off-site hazardous waste facility					1, 43, 45			

Land Use		Zone							
<b>D.</b>	<b>Commercial Uses*</b> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	<b>P-A</b>	<b>C-M</b>	<b>C-N</b>	<b>C-C</b>	<b>C-G</b>	<b>CPD</b>	<b>M-U Overlay</b>	<b><u>R-40 Overlay</u></b>
71.	Off-street parking facilities privately owned and operated	2			2	2	1	1	<u>1</u>
72.	On-site hazardous waste facility					44, 45, 55			
73.	On-site sale or tasting of alcoholic beverages	1, 25	1, 25		1, 25	1, 25	1, 25	1, 25	<u>1, 25</u>
74.	Packaging and assembly of non-hazardous products		20, 28, 58						
75.	Parcel delivery		1						
76.	Pet shops and grooming				20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
77.	Pharmacies	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>

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78.	Physical fitness clubs, physical training including gyms		2			2	2	2	<u>2</u>
79.	Physical therapy		2			2	2	2	<u>2</u>
80.	Picture frames and framing		20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
81.	Printing and reproduction establishments		20, 28, 55, 57		20, 54, 55, 57	20, 54, 55, 57	1, 54, 55, 57	55, 57	<u>55, 57</u>

	Land Use	Zone							
		P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
<b>D.</b>	<b>Commercial Uses*</b> (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)								
82.	Private clubs, fraternities, sororities, lodges and institutions of nonprofit or charitable nature				2	2		55, 57	<u>55, 57</u>
83.	Religious places of worship	1		1	1				
84.	Resthomes	2			2	2			
85.	Retail sales and personal service businesses				20, 55, 57, 81	20, 55, 57, 81	1, 55, 57, 81	55, 57, 81	<u>55, 57, 81</u>
86.	Satellite dish receiving antenna	30	30	30	30	30	30	1	<u>1</u>
87.	Self-storage facility	1, 71, 82							
88.	Shoe repair shops				20, 55, 57	20, 55, 57		55, 57	<u>55, 57</u>
89.	Sign shops		28, 55		20, 55, 57	20, 55, 57		55, 57	<u>55, 57</u>
90.	Small boat sales and service		20, 28, 55						
91.	Stationery stores, including incidental printing				20, 55, 57	20, 55, 57	1, 55, 57	55, 57	<u>55, 57</u>
92.	Studios (dance, martial arts, music, and photography, except motion picture)				2, 20, 55, 57	2, 20, 55, 57	1, 55, 57	1, 55, 57	<u>1, 55, 57</u>
93.	Temporary uses	42	42	42	42	42	42	42	<u>42</u>
94.	Theaters				1	1	1	1	<u>1</u>

95.	Trade schools	1	1		1	1	1	1	<u>1</u>
96.	Truck, trailer, camper, recreational vehicle sales, new and used		1						
97.	Unclassified uses	1, 48	1, 48	1, 48	1, 48	1, 48	1, 48	1, 48	<u>1, 48</u>
98.	Wireless telecommunication facilities	45	45	45	45	45	45	1	<u>1</u>
99.	Wrought-iron work shops		20, 28, 55						
100.	Yardage stores				20, 55, 57	20, 55, 57	1, 55, 57		

**SECTION 6.** Note 76 of Section 18.40.050, *Special Use Conditions and Chart Notes*, of Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amending the following:

**Note 76.** A project shall be approved with a streamlined administrative site plan/zoning consistency review only for properties identified in the ~~2014-2021~~ 2021-2029 Housing Element to meet the Regional Housing Needs Assessment. To utilize the streamlined approach, the developer must restrict a minimum of 20% of the units as affordable to lower income households as defined under Section 50079.5 of the Health and Safety Code. Landowners and developers that propose uses, structures, designs and site improvements shall comply with the following:

- a. Application. The applicant shall submit a site plan application/zoning consistency review to the Zoning Administrator with the number of prints of the plans specified, together with a filing fee. The contents of the site plan review shall be specified by the Zoning Administrator. The Zoning Administrator shall require if deemed necessary, a parking, traffic, noise or any other study.
- b. Completeness. If the Zoning Administrator determines the application to be incomplete, the applicant will be notified within thirty days, indicating what additional information is required to complete the application. The application will not be processed until that information is received by the Zoning Administrator. If no determination is made by the Zoning Administrator within thirty days, the application shall be deemed complete.
- c. Findings. The Zoning Administrator shall make the following findings in approving an application for review:
  - (i) That the site plan is consistent with the goals and policies of the general plan;
  - (ii) That the proposed development is in accordance with all applicable and objective provisions of the Pico Rivera Municipal Code;

(iii) That the proposed development shall not have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

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

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

**SECTION 7.** Table 18.42.040, *Property Development Chart-Contents*, of Title 18 of the Zoning Ordinance of the Pico Rivera Municipal Code is hereby amended to read as follows:

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Regulations	Zone							
	R-E	S-F	R-I	PUD <sup>1</sup>		R-M	M-U Overlay	<u>R-40 Overlay</u>
				A	B			
1. Front	30 feet (20)	20 feet (20)	20 feet to garage, 15 feet to residence (any portion) Minimum 50% of front setback 20 feet	N/A	18 feet to garage, 15 feet to residence (any portion)	25 feet (20, 31)	15 feet (60)	<u>15 feet (60)</u>
2. Side								
a. Interior	10 feet (20)	5 feet (20)	4 feet (56)	N/A	4 feet (56)	5 feet (20, 23)	10 feet (20, 61)	<u>10 feet (20, 61)</u>
b. Street	20 feet (20)	10 feet (20)	8 feet (56)	N/A	8 feet (56)	10 feet (20, 23)	10 feet (20)	<u>10 feet (20)</u>
3. Rear								
a. Case I	10 feet (20, 25)	5 feet (20, 25a)	50% minimum 20 feet and 50% minimum 15 feet	N/A	50% minimum 20 feet and 50% minimum 15 feet	10 feet (20, 25a)	(26)	<u>(26)</u>
b. Case II	15 feet (20, 25b)	10 feet (20, 25b)		N/A		15 feet (20, 25b)	(26)	<u>(26)</u>
c. Case III	20 feet (20, 25c)	15 feet (8, 20, 25 c)				20 feet (20, 25c)	(26)	<u>(26)</u>
4. Projections	(8, 27)	(8, 27)	(27g)	N/A	(27f)	(27)	(62)	<u>(62)</u>
H. Building Heights	24 feet (28)	24 feet (28)	26 feet (28, 29)	26 feet (28, 29)	26 feet (28, 29)	28 feet (28, 29)	60 feet (58)	<u>60 feet (58)</u>
I. Lot Coverage	35% lot area (30)	40% lot area (30)	50%	80% lot area (30)	50%	50% lot area (30)		
J. Location and Relationship of Buildings, Structures and Uses	(31)	(31)	(31a, b, c, d, e, f)	(31f, g, h, i)	(31f, g, i, j)	(31)	(31a, b)	<u>(31a, b)</u>
K. Fences, Hedges and Walls	(32a, b, c, d)	(32a, b, c, d)	(32c)			(32a, b, c, d, e)	(32a, c, h)	<u>(32 a, c, h)</u>
<u>L. Objective Design Standards</u>						<u>64</u>	<u>64</u>	<u>64</u>
<u>M. Other Conditions, Requirements</u>	(33—39, 47, 49, 50, 53, 54, 55, 57, 65)	(33—39, 47, 49, 50, 53, 54, 55, 57, 65)	(33, 40, 49, 50, 53, 54, 55, 57, 65)	(33—39, 49, 50, 53, 55, 57, 65)	(33—39, 40, 49, 50, 53, 55, 57, 65)	(33—39, 41, 42, 47, 48, 50, 53, 55, 57, 65)	(34, 35, 36, 37—39, 41, 44, 45, 47, 50, 53, 55, 57, 63, 65)	<u>(34, 35, 36, 37—39, 41, 44, 45, 47, 50, 53, 55, 57, 65, 66.)</u>

**PROPERTY DEVELOPMENT REGULATIONS**

**CHART (continued) (Part 2—P-A, C-N, C-C, C-G,  
 C-M, I-L and I-G Zones)**

Regulations	Zone						
	P-A	C-N	C-C	C-G	C-M	I-L	I-G
A. Lot Frontage and Access	(1, 3)	(1, 3, 4)	(1, 3)	(1, 3)	(1, 3)	(1, 3)	(1, 3)
B. Size, Area and Frequency of Zone		1—1/2 acres (5, 7)	4—20 acres (7)	10 acres (7)	3 acres (7)	5 acres (7)	10 acres (7)
C. Lot Area	10,000 sq. ft.	12,000 sq. ft.					
D. Dwelling Unit Density							
E. Floor Area Per Dwelling Unit							
1. Senior Citizens Housing							
F. Lot Size							
1. Lot width							
a. Corner or reverse lot							
b. Interior lot							
2. Lot depth	120 feet	150 feet					
G. Yards							
1. Front	15 feet (20, 22)	15 feet (20, 22)	15 feet (20, 22)	15 feet (20, 22)	20 feet (20, 22)	25 feet (20, 21, 22)	25 feet (20, 21, 22)
2. Side							
a. Interior	(24)	(20, 23, 24)	(8, 20, 23, 24)	(23, 24)	(23, 24)	(23, 24)	(23, 24)

b. Street	(23, 24)	(23, 24)	(8, 20, 23, 24)	(23, 24)	(23, 24)	(23, 24)	(23, 24)
3. Rear	(23, 26)	(23, 26)	(23, 26)	(23, 26)	(23, 26)	(23, 26)	(23, 26)
a. Case I							

Regulations	Zone						
	P-A	C-N	C-C	C-G	C-M	I-L	I-G
b. Case II							
c. Case III							
4. Projections	(27)	(27)	(27)	(27)	(27)	(27)	(27)
H. Building Height	42 feet (28)	24 feet (28)	38 feet (28)	42 feet (28, 48)	38 feet (28, 48)	38 feet (28, 48)	38 feet (28, 48)
I. Lot Coverage	60% lot area (30)	45% lot area (30)	60% lot area (30)	60% lot area (30)	60% lot area (30)	60% lot area (30)	60% lot area (30)
J. Location and Relationship of Buildings, Structures and Uses	(31-e, f, g)	(31-e, f, g)	(31-e, f, g)	(31-e, f, g)	(31-e, f, g)	(31-e, f, g)	(31-e, f, g)
K. Fences, Hedges and Walls	(32-a, c, d, f, i)	(32-a, c, d, f, i)	(32-a, c, d, f, i)	(32-a, c, d, f, i)	(32-a, c, d, f, i)	(32-a, c, d, f, i)	(32-a, c, d, f, i)
<u>L. Objective Design Standards</u>	<u>64</u>		<u>64</u>	<u>64</u>		<u>64</u>	<u>64</u>
<u>M. Other Conditions, Requirements and Use Limitations</u>	(33—39, 43, 44, 45, 50, 51, 53, 55, 57, 65, <u>66</u> .)	(33—39, 44, 45, 50, 51, 53, 55, 57, 65)	(34— 39, 44, 45, 50, 51, 52, 53, 55, 57, 65, <u>66</u> )	(34—39, 44, 45, 50, 51, 52, 53, 55, 57, 65, <u>66</u> )	(34—39, 44, 45, 50, 51, 52, 53, 55, 57)	(34—39, 44, 45, 50, 52, 53, 55, 57, 65, <u>66</u> )	(34—39, 44, 45, 50, 52, 53, 55, 57, 65, <u>66</u> )

**SECTION 8.** Note 63 of Section 18.42.050, *Special Use Conditions and Chart Notes*, shall be amended to read the following:

**Note 63.** A conditional use permit shall be required for all mixed-use developments whether standalone residential or commercial. ~~Multi-family developments located on the housing~~

~~opportunity sites (Housing Element sites identified in the General Plan) shall be approved by-right provided the development standards for the zone and the streamlined administrative review under Section 18.40.050 Note (76) are met. A minimum of twenty dwelling units per acre and maximum of thirty dwelling units per acre for the housing opportunity sites shall be required.~~

**SECTION 9.** Note 66 of Section 18.42.050, *Special Use Conditions and Chart notes*, of Title 18 of the Pico Rivera Zoning Ordinance is hereby created as follows:

**Note 66.** The underlying zone shall dictate whether an entitlement is required for standalone development. Multi-family developments located on the Housing Element sites (2021-2029 Housing Element sites identified in the General Plan) shall be approved by-right provided the development standards for the zone and the streamlined administrative review under Section 18.40.050 Note (76) are met. A minimum of twenty dwelling units per acre and maximum of forty dwelling units per acre for the housing opportunity sites shall be required. In order to utilize the streamlined approach, the developer must restrict at least 20% of the units as affordable to lower income households as defined under Section 50079.5 of the Health and Safety Code.

Calculations for the required affordable housing resulting in a fraction of 0.5 or more shall be rounded up to the next whole number. A streamlined housing project proposed under SB 35 shall comply with all requirements of Government Code 65913.4.

**SECTION 10.** Note 64 of Section 18.42.050, *Special Use Conditions and Chart Notes*, of Title 18 of the Pico Rivera Zoning Ordinance is hereby amended to read as follows:

~~Note 64. Design Guidelines.~~

~~a. Mixed Use/Residential Design Guidelines.~~

~~—1. First floors shall clearly be distinguished from upper floors by a change in materials, colors, and style.~~

~~—2. All visible building frontages shall be detailed with a similar level of architectural treatment as the primary frontage.~~

~~—3. Primary building entries shall be accented with strong architectural definition such as distinctive building forms, design elements and materials.~~

~~—4. Building façades shall include openings, recesses, changes in wall planes, doors, windows, and other elements to avoid large expanses of un-articulated walls.~~

~~—5. Articulations shall add three-dimensional interest to the façade and not rely on “false” detailing.~~

~~—6. Detailing of the building façades shall be integral to the architectural design and a permanent feature of the surface.~~

~~—7. Building façades shall incorporate architectural detail, recessed windows, awnings, overhands and other elements that relate to the scale of a person.~~

~~—8. Entrances to residential, office or other upper story uses shall be clearly distinguishable in form and location from retail entrances.~~

~~—b. Building Elevations/Architecture. To ensure that buildings, particularly large structures, are designed with elements that relate to a human scale, the following should be incorporated into the design.~~

~~—1. Commercial buildings shall be articulated to reflect a small-scale street frontage rhythm, with building bay widths of approximately twenty-five feet.~~

~~—2. A ground floor retail use should have a minimum floor-to-ceiling height of twelve feet and maximize transparency into the retail space.~~

~~—3. Where multiple tenant spaces are incorporated into a building, individual tenant spaces shall be located within the building bays. This can be achieved by any of the following:~~

~~—A. Placing a column, pier or pilaster between façade elements.~~

~~—B. Applying vertical slot or recess between façade elements.~~

~~—C. Providing variation in plane along the building wall.~~

~~—D. Varying the building wall by recessing the storefront entrance or creating an opportunity for landscaping or pedestrian area.~~

~~—c. Materials.~~

~~—1. Within a design theme, a variety of durable material and textures is strongly encouraged. Materials such as granite, marble, polished stones, and other panels should be used as accent materials on the building’s base.~~

~~—2. In concert with the primary building material(s), a variety of materials is encouraged to articulate different building elements, such as the ground floor façade, the building base, horizontal break bands, pier or column bases, roof terminations, sills, awnings and similar~~

building components:

~~—d. Roofs. Roof design shall contribute to the overall building design.~~

~~—1. The form, color and texture of the roofs shall be an integral component of the building design.~~

~~—2. Roofline ridges and parapets should not run unbroken for more than seventy-five feet. Vertical or horizontal articulation is required.~~

~~—3. Roofs should be compatible with the architectural style of the building.~~

~~—4. The roof shape should reflect the configuration of the building's mass and volume, and should be consistent in its character from all vantage points.~~

~~—5. False fronts, applied mansard forms and other artificial rooflines that are not an integral component of the architectural design should be avoided.~~

~~—6. All buildings shall provide cornice or parapet detailing in order to delineate a strong roofline along the primary façades.~~

~~—7. Cornices and horizontal bands of genuine materials, such as wood trim rather than foam are strongly encouraged.~~

~~—8. Reflective roofing materials shall not be used on roof surfaces that are visible from either ground level or elevated viewpoints, such as freeways.~~

~~—e. Windows.~~

~~—1. Upper story windows shall be detailed with architectural elements, such as projecting sills, molded surrounds and/or lintels.~~

~~—2. Deeply tinted glass or applied films should be avoided.~~

~~—3. Windows should maintain consistency in shape and location across the façade. Unifying patterns should include common windows and doors. The overall effect should create a harmonious pattern along the streetscape.~~

~~—f. Awnings/Canopies.~~

~~—1. Awning/canopies over building entries shall be incorporated into the design of the building, including colors and material detailing.~~

~~—2. Backlighting of transparent or translucent awnings is discouraged.~~

~~—3. Awnings on multi-tenant buildings should be the same color and style.~~

~~—4. Awning design should be consistent with the character and design of the building.~~

~~—5. The awning material should be compatible with the overall design of the building. The use of vinyl and plastic awnings are discouraged.~~

~~—g. Exterior Lighting.~~

~~—1. All exterior lighting should be designed to minimize glare, light trespass, and energy conservation. Full cut-off fixtures, mounting heights, and shielding should be utilized to effectively control glare and light trespass.~~

~~—2. Pedestrian areas needs to be well marked and well lit. Pedestrian scale lighting should be incorporated into plazas, along paths, common open space and other pedestrian areas.~~

~~—3. Lighting fixtures shall be attractively designed to complement the architecture of the project, signify building entry locations and improve visual identification of residences and businesses.~~

~~—h. Mechanical Equipment. Rooftops should be designed in a way that acknowledges their visibility from other buildings and the street. Equipment shall be screened on all four sides from both the street and neighboring buildings using parapets. Should parapets not be used the mechanical equipment shall be enclosed within the attic space or ground mounted.~~

~~—i. Walls.~~

~~—1. A six-foot high masonry wall shall be constructed along the property line of any lot where construction of any mixed-use development is adjacent to property zoned and used for residential purposes. Breaks in walls may be provided to provide pedestrian access between mixed-use and adjacent residential developments where desired. A perimeter planter, minimum five feet in depth shall be provided along the wall. A landscape planter of one foot shall be provided for block walls facing an alley or public street to deter graffiti.~~

~~—2. Walls shall have a decorative texture that matches the walls of the development.~~

~~—3. All walls shall be painted with anti-graffiti coating.~~

~~—j. Service Areas, Refuse Areas and Backflow Preventers.~~

~~—1. Service areas, garbage receptacles, utility meters and mechanical and electrical equipment shall be located away from streets, pedestrian traffic and activity areas, and~~

project and building entries:

~~—2. Screening of these areas shall be integrated into the overall building and landscape design.~~

~~—3. Trash enclosures shall be constructed to match the color, texture and architectural detailing that shall be consistent with the overall site and building design and with a six-foot high wall/gate.~~

~~—4. Roofs of enclosures should be designed to complement the project buildings, roof style and colors.~~

~~—5. Where trash compactors are visible, they shall be screened from public view within a trash enclosure or within a building volume.~~

~~—6. Backflow prevention devices shall be fully screened from public view through the use of landscaping, berms, low walls or other screening techniques. They should be located inside the building where possible.~~

~~—k. Shared Parking. Two or more uses may share parking facilities, subject to the approval of the community development director and the provisions of this section. A parking demand analysis for the uses proposed to share parking facilities shall be prepared. The parking demand analysis shall be prepared by a registered traffic engineer. When such analysis demonstrates, to the satisfaction of the director, that the uses have different peak parking requirements, then the parking space requirement may be reduced by the director. In no event, however, shall the parking requirement be reduced below the highest peak parking requirement of the use demanding the most parking. The following conditions shall apply:~~

~~—1. The uses sharing the parking facilities shall be located on the same lot or contiguous lots.~~

~~—2. A legal agreement shall be signed by all parties sharing parking facilities. Such agreement shall be approved by the city attorney and community development director, shall be recorded with the Los Angeles County recorder's office, and shall continue to be valid upon change of ownership of any property subject to the agreement or any lawfully existing building or structure on said properties.~~

~~—l. Landscaping.~~

~~—1. Development in the mixed-use overlay should have extensive landscaping of large parking areas, along streetscapes and for pedestrian-oriented spaces. Landscaping can also help to define areas and separate areas thereby bringing a human scale to these intense uses.~~



~~—2. Parking lots shall be landscaped to improve the views of parking areas and to help reduce the apparent size and amount of impervious surface as further defined in Section 18.44.050, Note 18.~~

~~—3. Parking lots, loading and maintenance areas shall be screened to reduce the negative visual impact of parking lots and parked vehicles. Screening also improves the edge of the streetscape and helps to define the street.~~

~~—4. All landscaping shall comply with the water efficient landscape provisions of Chapter 13.90.~~

~~—m. Screening of Above-Ground Parking Garages. Parking floors within multi-story parking garages must be screened or concealed by one or more of the following methods:~~

~~—1. Ground-Floor Retail/Office. When a parking garage is proposed for a street where the predominant use is retail or office, the garage's ground-level street frontage (except for driveways and pedestrian entrances) must be improved with retail, office or other active use types as permitted by the zoning district.~~

~~—2. Ground-Floor Residential. Ground-floor residential uses may be used to conceal a parking garage.~~

~~—3. Landscaping is required for all parking garages (except fully enclosed garages) at ground level or on each street façade above ground level in the form of perimeter planters with openings and the incorporation of hanging baskets, flower boxes or planting trellises.~~

~~—4. A parking garage that does not incorporate ground-floor nonresidential or residential use or is not otherwise screened or concealed at street frontages on the ground level, must provide a densely planted landscape perimeter that is a minimum ten feet in depth.~~

~~—n. Maintenance of Buildings, Structures and Parking Lots. All buildings, structures and parking lots shall be maintained to protect the appearance, character and integrity of nonresidential-zoned properties and promote a safe and decent environment by establishing minimum standards as they relate to the maintenance of nonresidential buildings and structures.~~

~~—o. Underground Utilities. All utilities shall be underground and aboveground equipment shall be located away from major pedestrian streets and corners. Equipment boxes and vaults must be placed in back of the sidewalk and where landscaping can minimize or screen their impact.~~

~~—p. Usable Open Space Defined. Usable open space areas are an open area or an indoor or outdoor recreational facility which is designed and intended to be used for outdoor living and/or recreation. Usable open space shall not include any portion of parking areas, streets,~~

~~driveways, sidewalks, or turnaround areas.~~

~~—q. The following standards shall apply to the requirements for open space:~~

~~—1. Private Residential Open Space.~~

~~—A. For stand-alone multi-family residential projects or as part of a mixed-use development, each residential unit shall be provided with at least one area of private open space accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck or balcony at a minimum area of one hundred fifty square feet per unit for 1st floor units or one hundred square feet per unit for upper floors. (Mechanical equipment may not be located within the open space area.)~~

~~—B. The minimum dimension, width or depth, of a patio, deck or balcony shall be six feet.~~

~~—C. The minimum dimension, width or depth of a yard shall be ten feet.~~

~~—2. Common Residential Open Space.~~

~~—A. For stand-alone multi-family residential developments of over twenty units, each residential unit shall be provided with at least two hundred square feet of common residential open space.~~

~~—B. All common open space shall be conveniently located and accessible to all dwelling units on the site.~~

~~—C. Common open space areas may include landscaping, pedestrian paths, and recreational facilities. These recreational facilities could include:~~

~~—i. Clubhouse.~~

~~—ii. Swimming pool.~~

~~—iii. Tennis court (one per court).~~

~~—iv. Basketball court (one per court).~~

~~—v. Racquetball court (one per court).~~

~~—vi. Weightlifting facility.~~

~~—vii. Children's playground equipment.~~

~~—viii. Sauna.~~

~~—ix. Jacuzzi.~~

~~—x. Day care facility (two).~~

~~—xi. Other recreational amenities deemed adequate by the community development director.~~

~~—D. In projects containing twenty or more units, the minimum width and depth shall be twenty feet.~~

~~—r. This section provides operational and compatibility standards for the development of live/work units within the mixed-use overlay.~~

~~—1. Allowed Uses.~~

~~—A. The nonresidential component of a live/work unit shall only be a nonresidential use allowed within a mixed-use overlay zone, except that certain uses are determined to not be appropriate within a residential environment and are therefore prohibited as provided in subsection B, below.~~

~~—B. The residential component of a live/work unit shall only be a residential use allowed within the MU overlay zone.~~

~~—2. Any use or activity not identified in Table 18.40.040, or any use or activity not interpreted by the community development director, shall be prohibited.~~

~~—3. Site Planning and Design Standards.~~

~~—A. Each live/work unit fronting a public right-of-way shall have a pedestrian-oriented frontage.~~

~~—B. Each live/work unit shall have a clearly identified, separate access from other live/work units within the structure or development. Access to individual units shall be from common access areas, parking lots, or walkways. Access to each unit shall be clearly identified to provide for emergency services.~~

~~—C. The living space within the live/work unit shall be contiguous with the working space, with direct access between the two areas.~~

~~—4. Operational Standards.~~

~~—A. No portion of a live/work unit shall be separately sold or rented.~~

~~—B. The owner or developer of a structure containing live/work units shall provide written~~

~~notice to all occupants, tenants, and users that the surrounding area may be subject to higher impacts associated with nonresidential uses (e.g., noise) than exist in more predominantly residential areas.~~

~~—C. All activities related to the “work” component of a live/work unit shall be conducted within a completely enclosed building.~~

~~—D. Up to two additional persons who do not reside in the live/work unit may work in the unit.~~

~~—E. Client and customer visits to live/work units are allowed.~~

~~—F. A live/work unit shall not be converted to either entirely a residential use or entirely a nonresidential use.~~

~~—G. A live/work unit shall be limited to forty percent office or commercial use of floor area within a mixed use development.~~

~~—H. A live/work use may display a window or building mounted sign up to a maximum of five percent of the building frontage area used for commercial purposes. Signs shall not be illuminated, including neon signs.~~

~~—s. Signage. All development within the mixed-use overlay zone shall have a “sign program” as part of the project design. The sign program shall identify the location for all signage that may be located on the building or freestanding, the allowable sign materials, lighting methods and sign design. The sign program will also require coordination for multiple buildings within a defined complex. In addition, temporary signs and banners will be included in the sign program, as to whether or not they are allowed, and if they are allowed, then where these signs may be located within the development project. At no time, shall the sign program allow for signage in excess of those standards within Chapter [18.46](#) (Signs and Advertising). “Box” signs, “canister” or “can” signs, painted signs, foam letters and neon signs are prohibited.~~

Note 64. Objective Design Standards for Multi-family, Mixed-Use Development. The objective Design Standards shall apply to all ministerial reviews per state housing law.

- a. Site Design. Site planning refers to the arrangement of-and relationships between buildings, parking areas, common and private open space, landscaping and pedestrian connections.
  1. Building entries shall be visible at the street and shall incorporate a minimum of one (1) of the following:
    - A. A projection (e.g., porch) or recess, or combination of projection and recess with minimum area of 50 square feet.
    - B. A change in roof pitch or form, such as a gable, that extends a minimum of

one foot past the sides of the door jamb.

C. A difference in roof height of at least one (1) foot.

2. All building entries shall incorporate wood, stone, tile, or brick accent materials covering a minimum of 30 percent of the entryway wall surface area, inclusive of windows and doors.
  3. Shared entries for larger residential buildings shall be through a prominent entry lobby or courtyard facing the street.
  4. Buildings that are not adjacent to a street shall have front entries that are oriented to interior common areas such as paseos, courtyards, and useable open space.
  5. Where applicable, active commercial uses, including retail, restaurant, and personal services shall be located on the ground floor fronting the sidewalk.
  6. Where applicable, private amenities, such as plazas and open space shall be located in the interior of the site or otherwise away from the public right of way.
  7. All structures, entries, facilities, amenities, and parking areas shall be internally connected with pedestrian pathways.
  8. Direct pedestrian access shall be provided between the public sidewalk and primary building entrance.
  9. Direct pedestrian access shall be provided between any back of house retail entry and the public sidewalk and between mid-block courtyard space and surface parking.
  10. Garage Doors. For projects containing five (5) or more units, garage doors shall not face a public street(s) but may be oriented toward an alley or a private street/driveway that is internal to the project. All garage doors shall be recessed a minimum of six (6) inches from the surrounding building wall and shall include trim of at least one and a half (1.5) inches in depth.
- b. Building Form, Massing and Façade Articulation. The design shall incorporate building form, massing and façade articulation of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form
1. Treat the ground floor with materials such as stone, concrete, or other similar masonry or cementitious materials that are distinct from the remainder of the structure.
  2. All exterior building façades visible from the primary street shall not extend more than 30 feet in length without either an architectural element or a five-foot variation in depth in the wall plane. In addition, all facades shall include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
  3. Buildings shall be designed and articulated with details articulation, materials, and elements on all sides. The street- facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
  4. Architectural window detailing, such as sills, trim, and/or awnings shall be provided.
  5. Windows located on upper floors within 15 feet of an adjacent structure shall

- utilize one or more of the following techniques to minimize privacy impacts on adjacent properties and/or structures:
- a. Use clerestory windows located at a minimum height of 5 feet measured from the finished floor;
  - b. Use of non-transparent or frosted glazing.
6. Locate the taller portions of residential projects away from adjoining residential properties, in order to provide height transitions between taller and lower buildings, and to maximize light, air, and privacy for units.
- c. Corner Buildings
1. Treatment of Corner Buildings. Corner buildings, end units of townhouses or other attached housing that face the street shall include the following features on their building frontage:
    - A. A minimum of 30 percent fenestration area.
    - B. At least one facade modulation with a minimum depth of 18 inches and a minimum width of two feet. Examples: Wrap around front porch, bay window.
    - C. A different material application, color or fenestration pattern of windows from the rest of the facade.
- d. Roof and Parapets
1. Roofs shall consist of a single style and slope throughout the project. On a building with a pitched roof, no portion of the main roof shall be flat.
  2. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
  3. Where rooftop equipment is located within 10 feet of a roof edge, a parapet shall be provided that is a minimum of six inches taller than all roof-top equipment.
  4. Interior side of parapet walls shall not be visible from a common open space or public right-of-way.
  5. Parapet material shall match the building facade.
- e. Materials and Colors
1. Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
  2. The primary exterior siding material for buildings shall be wood, composite wood, stone, stone veneer, granite, slate, brick, brick veneer, stucco, plaster, fiber cement, vinyl, aluminum, or steel. The use of exposed plywood or glass curtain walls is prohibited.
  3. A neutral color, such as beige, tan, cream, sand, light gray, etc., shall be the dominant wall color, bolder colors may be used if City staff determines they are consistent with the character of the project, surrounding properties, and/or the streetscape. Material with integral color, such as brick, shall be left natural.

4. Changes in material or color shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as columns.
- f. Windows and Doors
1. Windows and doors shall be located so they do not directly align with windows and doors of adjacent dwelling units.
  2. Windows shall either be recessed at least three inches from the plane of the surrounding exterior wall or shall have a trim or windowsill at least one-half inch in depth.
  3. Windows facing a public street shall feature enhanced window treatments, such as decorative architectural brackets, trim, shutters, awnings, and/or trellises.
- g. Fences and Wall- Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. For additional regulations see 18.42.050 Note 32
1. Both sides of all perimeter walls and fences shall be architecturally treated. Walls shall be finished with a trim cap.
  2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
  3. All walls shall be painted with anti-graffiti coating.
- h. Parking Design
1. Parking areas shall be located behind or within the building or buildings so that it is not visible from the primary street frontage.
  2. Vehicle access shall be located on alleys or side streets where available.
  3. Paving treatment using patterned and/or colored pavers, brick, or decorative colored and/or scored concrete shall be used for entrance driveways, a minimum of 15 feet in length, and spanning the width of the entrance driveway.
  4. Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.
- i. Landscaping. Landscaping shall be used for all outdoor areas that are not specifically used for parking, driveways, walkways, and open space.
1. Landscaping must comply with Chapter 13.90, Water Efficient Landscape Ordinance (WELO), where applicable.
  2. Plant materials are limited to native or non-invasive drought-tolerant species.
  3. A landscape buffer of minimum width of five feet shall be located between all ground-level restricted open spaces and pedestrian walkways. The buffer shall be planted with dense evergreen shrubs and/or vines which grow to or are maintained at a minimum height of four feet.

4. Rear and side lot lines adjoining residential properties shall provide a minimum 5 feet wide landscape planter with a combination of trees and bushes to provide a privacy buffer.
  5. Pedestrian walkways shall be flanked on both sides with landscaping, and shall include a mix of turf, groundcover, and shrubs. Both sides of walkways shall provide trees which shall be spaced to shade at least 25 percent of the overall walkway length at maturity.
  6. A minimum of one 15-gallon tree or equivalent box size and 10 five-gallon shrubs shall be planted for every 1,000 square feet of required landscape area.
  7. Groundcover shall be sized and located to cover at least 75 percent of all landscape areas that are not planted with shrubs or trees within 5 years of installation.
  8. Artificial or synthetic plants, except for turf, are prohibited. Artificial turf is not permitted in front or street side setbacks.
  9. Landscaping shall not obstruct solar access to adjacent solar collectors for water heating, space heating or cooling, or electricity generation.
- j. Lighting
1. All entryways, porch areas, pedestrian pathways, parking areas, and gates shall include lighting for safety and security. Lighting shall be fully shielded, directed downward (not above the horizontal plane), and shall not spill onto adjacent properties.
  2. The average maintained lighting levels for mixed-use and multi-family units shall not exceed the following:
    - a. 0.5 foot-candles at lot line boundaries.
    - b. 1.0 foot-candles at buildings, parking lots or other areas.
  3. Lighting shall not spill beyond the intended area and shall not extend across a property line.
- k. Usable Open Space Defined. Usable open space areas are an open area or an indoor or outdoor recreational facility which is designed and intended to be used for outdoor living and/or recreation. Usable open space shall not include any portion of parking areas, streets, driveways, sidewalks, or turnaround areas. The following standards shall apply to the requirements for open space:
1. Private Residential Open Space.
- i. For stand-alone multi-family residential projects or as part of a mixed-use development, each residential unit shall be provided with at least one area of private open space accessible directly from the living area of the unit, in the form of a fenced yard or patio, a deck or balcony at a minimum area of one hundred fifty square feet per unit for 1st floor units or one hundred square feet per unit for upper floors. (Mechanical equipment may not be located within the open space area.)



- ii. The minimum dimension, width or depth, of a patio, deck or balcony shall be six feet.
  - iii. The minimum dimension, width or depth of a yard shall be ten feet.
2. Common Residential Open Space.
- A. For stand-alone multi-family residential developments of over twenty units, each residential unit shall be provided with at least two hundred square feet of common residential open space.
  - B. All common open space shall be conveniently located and accessible to all dwelling units on the site.
  - C. Common open space areas may include landscaping, pedestrian paths, and recreational facilities. These recreational facilities could include:
    - i. Clubhouse.
    - ii. Swimming pool.
    - iii. Tennis court
    - iv. Basketball court
    - v. Racquetball court
    - vi. Weightlifting facility.
    - vii. Children's playground equipment.
    - viii. Sauna.
    - ix. Jacuzzi.
    - x. Day care facility
    - xi. Other recreational amenities deemed adequate by the community development director.
  - D. In projects containing over twenty units, the minimum width and depth shall be twenty feet.
  - E. Where roof decks are proposed, landscape planters such as planter boxes, potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a screening buffer.
  - F. For mixed-use developments, the open space provided for residents must be secured and accessible only from the residential area of the project. Publicly accessible open space such as plazas and courtyards does not count open space for residential uses.
- I. Trash Enclosure- Service areas, garbage receptacles, utility meters and mechanical and electrical equipment shall be located away from streets, pedestrian traffic and activity areas, and building entries. Screening of these areas shall be integrated into the overall building and landscape design.
- 1. Trash enclosures shall be constructed to match the color, texture and architectural detailing that shall be consistent with the overall site and building design and with a six-foot high wall/gate.

2. Roofs of enclosures shall be designed to complement the project buildings, roof style and colors.
  3. Where trash compactors are visible, they shall be screened from public view within a trash enclosure or within a building.
- m. Mechanical Equipment- Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall. If parapets are not be used, the mechanical equipment shall be enclosed within the attic space or ground mounted.
1. Above-ground utilities, transformers, and other mechanical equipment placed behind the front yard setback shall be screened from view by a solid fence, wall, or landscaping.
  2. Backflow prevention devices shall be fully screened from public view through the use of landscaping, berms, low walls or other screening techniques. They shall be located inside the building where possible.
  3. All wall mounted utility elements shall be located to ensure they are concealed from public view. All flashings, sheet metal, vents, exhaust fans/ventilators, and meter boxes shall be painted to match building wall material and/or color.
- n. Signage. All development within the R-40 Overlay Zone shall have a "sign program" as part of the project design. The sign program shall identify the location for all signage that may be located on the building or freestanding, the allowable sign materials, lighting methods and sign design. The sign program will also require coordination for multiple buildings within a defined complex. In addition, temporary signs and banners will be included in the sign program, as to whether or not they are allowed, and if they are allowed, then where these signs may be located within the development project. At no time, shall the sign program allow for signage in excess of those standards within Chapter 18.46 (Signs and Advertising). "Box" signs, "canister" or "can" signs, painted signs, foam letters and neon signs are prohibited.
- o. Mixed-Use Standards.
1. The ground floor of a mixed-use building shall have a minimum floor height of 12 feet, measured from finished ground floor to the bottom of the finished second floor.
  2. Exterior walls facing a public street shall include transparent windows and doors for at least 50 percent of the building wall area located between three and seven feet above the elevation of the sidewalk. Parking garages are not required to meet the ground floor transparency requirement.

**SECTION 11.** 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 12.** The City Clerk shall certify to the passage and adoption of this Ordinance, and it shall take effect thirty (30) days after its passage.

**APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

\_\_\_\_\_  
Erik Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, Jr. Deputy City Clerk

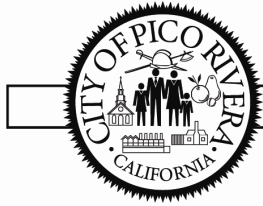
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA        )  
  ) §  
COUNTY OF LOS ANGELES )

I, Cynthia Ayala, Jr. Deputy 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 \_\_\_\_\_, with the following vote:

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

\_\_\_\_\_  
Cynthia Ayala, Jr. Deputy City Clerk



Friday, July 7, 2023

A Special Meeting of the City Council was held in the Parks and Recreation Community Room, 6767 Passons Boulevard, Pico Rivera, California.

Mayor Lutz called the special meeting to order at 10:04 a.m. on behalf of the City Council.

**PRESENT:** Camacho, Garcia, Lara, Lutz

**ABSENT:** Sanchez (Excused)

**INVOCATION:** Mayor Pro Tem Lara

**PLEDGE OF ALLEGIANCE:** Assistant City Manager Garcia

**PUBLIC COMMENTS:** None

**CONSENT CALENDAR ITEMS:**

City Council:

**1. Minutes:**

- Approved City Council regular meeting of June 27, 2023.

**2. Approved 1<sup>st</sup> Warrant Register of the 2023-2024 Fiscal Year. (700)**

Check Numbers: 292070-292164

Special Check Numbers: 12126-12198

**3. Sister City Commission Appointments. (300)**

1. Approved Resolution No. 7291 ratifying the City Council appointments to the City Sister Commission.

Resolution No. 7291 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: BOB PEREZ; ALDO MACIAS ARELLANO; AND IRMA ACOSTA TIRADO TO THE SISTER CITY COMMISSION FOR A 6-MONTH TERM SAID TO EXPIRE DECEMBER 2023

**4. Rivera Park Banquet Room Emergency Replacement of Heating, Ventilation, and Air Conditioning (HVAC) Unit(s). (500)**

1. Approved Resolution No. 7292 determining that the HVAC replacement at 9530 Shade Lane, Rivera Park Banquet Room, constituted as an

emergency, and that it was necessary to perform said work without the benefit of formal bidding;

2. Accepted the emergency repair for the HVAC unit(s) at 9530 Shade Lane, Rivera Park Banquet Room, and authorized payment to Seaclyff Mechanical Services (Seaclyff) in the amount of \$175,058; and
3. Authorized the City Manager to execute all documents related to the HVAC replacement unit(s) at 9530 Shade Lane, Rivera Park Banquet Room in a form approved by the City Attorney.

Resolution No. 7292 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING THE HVAC REPLACEMENT AT RIVERA PARK BANQUET ROOM AN EMERGENCY SITUATION AND AWARDDING THE EMERGENCY HVAC REPLACEMENT CONTRACT TO SEACLIFF MECHANICAL SERVICES, WITHOUT FORMAL BIDDING PROCEDURES

**5. Approval of Telegraph Road Medians Landscape Maintenance Services Agreement with the City of Downey. (500)**

1. Approved the Landscape Maintenance Services Agreement with the City of Downey for the Telegraph Road medians and executed an agreement in a form approved by the City Attorney.

Agreement No. 23-2215

**6. Approve a Grant Agreement to Accept Grant Funds from the United States Department of Housing and Urban Development. (700)**

1. Approved a grant agreement to accept \$1,050,000 in Grant Funds from the United States Department of Housing and Urban Development (HUD) to fund the PAD (Passons Active Depot) Park Project – CIP No. 50099; and
2. Authorized the City Manager to execute all related grant documents for agreement number B-23-CP-CA-0204 for the PAD Park Project.

Motion by Councilmember Garcia, seconded by Mayor Pro Tem Lara to approve Consent Calendar Item Nos. 1 through 6. Motion carries by the following roll call vote:

**AYES:** Camacho, Garcia, Lara, Lutz  
**NOES:** None  
**ABSENT:** Sanchez

Recessed to Closed Session at 10:07 a.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 10:35 a.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

**CLOSED SESSION(S):**

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)  
City of Pico Rivera vs 3M Company, et al.  
U.S. District Court Case No. 2:22-cv-0066-RMG

City Attorney Alvarez-Glasman stated that the City Council received a briefing; 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 63-74-015-902 and 6375-016906  
Agency Negotiator Parties: Steve Carmona, City Manager  
Negotiating Parties: Alameda Corridor-East/Construction Authority  
Under Negotiation: Price and Terms

City Attorney Alvarez-Glasman stated that the City Council received a briefing; no final action was taken and that there was nothing further to report.

**ADJOURNMENT:**

Mayor Lutz adjourned the City Council special meeting at 10:36 a.m. There being no objection it was so ordered.

**AYES:** Camacho, Garcia, Lara, Lutz  
**NOES:** None  
**ABSENT:** Sanchez

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Erik Lutz, Mayor

**ATTEST:**

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Cynthia Ayala, CMC, Jr. Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council special meeting dated July 7, 2023, and approved by the City Council on August 1, 2023.

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Cynthia Ayala, CMC, Jr. Deputy City Clerk



## 2nd WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

**MEETING DATE: 8/01/2023**

	<b>CHECK DATE</b>	<b>STARTING</b>	<b>ENDING</b>	<b>AMOUNT</b>
CHECK NUMBERS:	6/30/23-7/20/23	292165	292331	\$ 5,231,267.79
ACH NUMBERS:	6/28/23-7/20/23	12199	12306	\$ 1,949,602.78
SPECIAL CHECKS/EFT:		12302	12302	
VOIDED CHECKS/EFT:				
PRE-NOTE				
	<b>TOTAL REGISTER AMOUNT:</b>			<b>\$ 7,180,870.57</b>



# AP Warrant Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
CBC GenOpe - CBC General Operating					
<u>Check</u>					
292165	07/06/2023		Accounts Payable	ADVENTURE CITY	\$1,987.85
	Invoice	Date	Description		Amount
	765004000	07/31/2023	ADMISSION TICKETS FOR KIDS CAMP FIELD TRIP, 7/31/23		\$1,987.85
292166	07/06/2023	07/14/2023	Accounts Payable	Alvarez-Glasman & Colvin	\$10,235.00
	Invoice	Date	Description		Amount
	2023JULYATTYFEES	07/01/2023	CITY ATTY RETAINER FEE FOR JULY 2023		\$10,235.00
292167	07/06/2023		Accounts Payable	Arizona Machinery, LLC	\$2,480.63
	Invoice	Date	Description		Amount
	29082137	06/20/2023	EXTENDED BED KIT		\$2,480.63
292168	07/06/2023	07/11/2023	Accounts Payable	Big Sky Electric, Inc.	\$251,270.25
	Invoice	Date	Description		Amount
	22-042-01R	05/02/2023	PROFESSIONAL SVCS THROUGH 4/30/23, PROJECT 50027		\$264,495.00
	22-042-01R-A	05/02/2023	PROFESSIONAL SVCS THROUGH 4/30/23, PROJECT 50027		(\$13,224.75)
292169	07/06/2023		Accounts Payable	Bludot Technologies, Inc.	\$5,940.00
	Invoice	Date	Description		Amount
	D8425D15-0001	06/08/2023	ECONOMIC DEVELOPMENT PLATFORM 6/8/23-6/8/24		\$5,940.00

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292170	07/06/2023	07/17/2023	Accounts Payable	BMG Money, Inc	\$388.84
	Invoice	Date	Description		Amount
	070623	07/06/2023	EMPLOYEE DEDUCTION FOR P/E 06/30/23		\$388.84
292171	07/06/2023		Accounts Payable	California State Parks	\$450.00
	Invoice	Date	Description		Amount
	23YOUTHTRAIN-CSP	07/05/2023	OUTDOOR YOUTH CONNECTION TRAINING, 7/11/23-7/13/23		\$450.00
292172	07/06/2023	07/14/2023	Accounts Payable	CivicWell	\$19,501.27
	Invoice	Date	Description		Amount
	107268	06/26/2023	PROFESSIONAL SVCS 5/1/23-5/31/23, WHITTIER BL CALTRANS		\$12,612.53
	107269	06/26/2023	PROFESSIONAL SVCS 5/1/23-5/31/23, WHITTIER BL SPECIFIC PLAN		\$6,888.74
292173	07/06/2023	07/11/2023	Accounts Payable	COLLIERS INTERNATIONAL GREATER LOS ANGELES INC.	\$18,000.00
	Invoice	Date	Description		Amount
	1744-263149	06/01/2023	CONTRACTED SVCS JUNE 2023		\$9,000.00
	1744-23147	05/01/2023	CONTRACTED SVCS MAY 2023		\$9,000.00
292174	07/06/2023	07/13/2023	Accounts Payable	Control Automation Design, Inc	\$10,260.00
	Invoice	Date	Description		Amount
	23-011	04/08/2023	PWRA SCADA SYSTEM		\$10,260.00

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292175	07/06/2023	07/14/2023	Accounts Payable	County of Los Angeles Dept of Auditor-Controller	\$2,752.41
	Invoice	Date	Description	Amount	
	2023-24LAFCOFEES	06/15/2023	23-24 LAFCO ALLOCATION OF NET OPERATING EXPENSE	\$2,752.41	
292176	07/06/2023		Accounts Payable	County of Los Angeles Environmental Health	\$358.00
	Invoice	Date	Description	Amount	
	0823STFESTPERMLA	06/29/2023	EVENT ORGANIZER HEALTH PERMIT, STREET FEST 8/11, 18 & 25 2023	\$358.00	
292177	07/06/2023		Accounts Payable	Empower Trust Company, LLC	\$250.00
	Invoice	Date	Description	Amount	
	375655	06/20/2023	QUARTERLY INVESTMENT ACCESS FEE 03/16/23-06/15/23	\$250.00	
292178	07/06/2023	07/07/2023	Accounts Payable	FACCUSEH, JAZMIN	\$173.62
	Invoice	Date	Description	Amount	
	0323MILEREIM-JF	06/29/2023	MILEAGE REIMBURSEMENT, PR NEW RESTAURANT 3/21/23	\$36.81	
	0623CALEDCONF-JF	06/29/2023	CALED CONFERENCE PARKING & MILEAGE REIMBURSEMENT, 6/20-6/22/23	\$136.81	
292179	07/06/2023		Accounts Payable	Franchise Tax Board	\$50.00
	Invoice	Date	Description	Amount	
	070623	07/06/2023	EMPLOYEE DEDUCTION FOR P/E 06/30/23	\$50.00	
292180	07/06/2023		Accounts Payable	Global Equipment Company	\$3,636.60
	Invoice	Date	Description	Amount	

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	062823SECCAB-GEC	06/28/2023		SECURITY CABINET, SPECIAL EVENTS	\$3,636.60
292181	07/06/2023		Accounts Payable	Gonzalez, Julia	\$50.00
	Invoice	Date	Description	Amount	
	0623CALEDCONF-JG	06/29/2023		CALED CONFERENCE PARKING REIMBURSEMENT, 6/20-6/21/23	\$50.00
292182	07/06/2023		Accounts Payable	Grainger	\$13,998.73
	Invoice	Date	Description	Amount	
	9747422245	06/21/2023		PIPE INSPECTION WITH CAMERA & MONITOR	\$13,998.73
292183	07/06/2023	07/11/2023	Accounts Payable	HERNANDEZ, JAVIER	\$942.20
	Invoice	Date	Description	Amount	
	0623CONFREIM-JH	06/27/2023		CONGRESS FOR THE NEW URBANISM CONFERENCE 5/31/23-6/2/23	\$942.20
292184	07/06/2023	07/11/2023	Accounts Payable	Industrial Pipe & Steel Company	\$795.65
	Invoice	Date	Description	Amount	
	28024	06/05/2023		HANDBALL COURT REPAIRS, RIVERA PARK	\$102.80
	30146	06/28/2023		MAINTENANCE SUPPLIES	\$692.85
292185	07/06/2023	07/18/2023	Accounts Payable	Infinity Technologies	\$7,797.50
	Invoice	Date	Description	Amount	
	1476	06/08/2023		GIS COORDINATION SVCS, MAY 2023	\$7,797.50

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292186	07/06/2023	07/17/2023	Accounts Payable	Inland Empire Stages, LTD	\$5,049.40
	Invoice	Date	Description		Amount
	59587	06/26/2023	TRANSPORTATION FATHER & SON DODGER DAY, 6/25/23		\$1,171.80
	59946	06/23/2023	CAMP FIELD TRIP LA MIRADA SPLASH, 6/22/23		\$3,877.60
292187	07/06/2023	07/18/2023	Accounts Payable	Jairo Barreras	\$344.64
	Invoice	Date	Description		Amount
	2023TUIREIMSPGJB	07/05/2023	TUITION REIMBURSEMENT SPRING 2023		\$344.64
292188	07/06/2023	07/11/2023	Accounts Payable	Levying Officer	\$233.39
	Invoice	Date	Description		Amount
	070623	07/06/2023	EMPLOYEE DEDUCTION FOR P/E 06/30/23		\$233.39
292189	07/06/2023	07/11/2023	Accounts Payable	McMaster-Carr Supply Company	\$73.64
	Invoice	Date	Description		Amount
	10043977	06/26/2023	PLANT MAINTENANCE SUPPLIES		\$73.64
292190	07/06/2023	07/19/2023	Accounts Payable	Minuteman Press	\$129.06
	Invoice	Date	Description		Amount
	67149	06/30/2023	VARIOUS MAILERS & POSTCARDS FOR PRIME		\$129.06
292191	07/06/2023		Accounts Payable	MOOD MEDIA	\$2,850.74
	Invoice	Date	Description		Amount

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
57634004	07/01/2023	PHONE ON HOLD MUSIC CITY HALL 7/1/23-6/30/24			\$2,850.74
292192	07/06/2023	07/13/2023	Accounts Payable	NUFIC	\$359.13
	Invoice	Date	Description		Amount
070123	07/06/2023	SUPPLEMENTAL LIFE INSURANCE FOR JULY 2023			\$359.13
292193	07/06/2023	07/11/2023	Accounts Payable	Nutrien AG Solutions, Inc	\$692.37
	Invoice	Date	Description		Amount
51684509	06/16/2023	WEED ABATEMENT MATERIALS			\$692.37
292194	07/06/2023	07/14/2023	Accounts Payable	O'Reilly Auto Parts	\$971.17
	Invoice	Date	Description		Amount
3583-454857	06/28/2023	MECHANIC SHOP SUPPLIES			\$971.17
292195	07/06/2023	07/18/2023	Accounts Payable	Pacific Telemanagement Services (PTS)	\$113.00
	Invoice	Date	Description		Amount
2108064	06/22/2023	PAY PHONES FOR PR CITY HALL & PUBLIC LIBRARY JULY 2023			\$113.00
292196	07/06/2023	07/07/2023	Accounts Payable	PEREZ, JORDAN	\$31.65
	Invoice	Date	Description		Amount
0623CALEDCONF-JP	06/29/2023	CALED CONFERENCE PARKING REIMBURSEMENT, 6/21/23			\$31.65
292197	07/06/2023		Accounts Payable	Pico Rivera Dons Football For Youth	\$1,650.00

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	2023-103	06/29/2023	2023 PLAYPASS VOUCHERS		\$1,650.00
292198	07/06/2023	07/11/2023	Accounts Payable	PM Law Enforcement Services, LLC	\$5,000.00
	Invoice	Date	Description		Amount
	23-004	07/03/2023	LAW ENFORCEMENT SVCS JUNE 2023		\$5,000.00
292199	07/06/2023	07/14/2023	Accounts Payable	Quadient, Inc.	\$644.21
	Invoice	Date	Description		Amount
	60276468	06/29/2023	RENTAL & MAINTENANCE 7/1/23-9/30/23		\$644.21
292200	07/06/2023	07/11/2023	Accounts Payable	R and I Holdings, Inc	\$87.71
	Invoice	Date	Description		Amount
	71089	06/20/2023	SMALL TOOLS & SUPPLIES		\$87.71
292201	07/06/2023	07/07/2023	Accounts Payable	RODRIGUEZ, DARRELL	\$353.55
	Invoice	Date	Description		Amount
	2023TUIREIMSPGDR	06/28/2023	TUITION REIMBURSEMENT SPRING 2023		\$353.55
292202	07/06/2023	07/11/2023	Accounts Payable	Salgado Tire Service	\$248.45
	Invoice	Date	Description		Amount
	2529	06/27/2023	EQUIPMENT MAINTENANCE AND REPAIR		\$248.45

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292203	07/06/2023	07/14/2023	Accounts Payable	SEIU Local 721-COPE	\$72.00
	Invoice	Date			Amount
	070623	07/06/2023		COPE FEES FOR P/E 06/30/23	\$72.00
292204	07/06/2023		Accounts Payable	Standard Insurance Company	\$2,616.26
	Invoice	Date			Amount
	070123	07/06/2023		VISION SERVICES FOR JULY 2023	\$2,616.26
292205	07/06/2023		Accounts Payable	Sunbelt Rentals, Inc.	\$529.20
	Invoice	Date			Amount
	138192327-0001	04/12/2023		EQUIPMENT RENTAL, GOLF COURSE	\$529.20
292206	07/06/2023	07/14/2023	Accounts Payable	TJKM Transportation Consultants	\$9,872.88
	Invoice	Date			Amount
	0054260	05/31/2023		PROFESSIONAL SVCS MAY 2023, LRSP	\$9,872.88
292207	07/06/2023	07/10/2023	Accounts Payable	Walters Wholesale Electric Co	\$5,532.11
	Invoice	Date			Amount
	S123156146.001	05/22/2023		ELECTRICAL SUPPLIES	\$344.75
	S123181757.001	06/01/2023		IRRIGATION SUPPLIES	\$1,353.62
	S123089829.001	06/01/2023		SLAUSON IRRIGATION	\$2,769.82
	S123228498.002	06/02/2023		LED LIGHTS	\$1,063.92



# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292208	07/06/2023		Accounts Payable	WEBSTER'S BEE REMOVAL SERVICE	\$635.00
	Invoice	Date	Description		Amount
	2106	07/05/2023	BEE REMOVAL SVCS, SMITH PARK		\$385.00
	2107	06/26/2023	BEE REMOVAL SVCS, HERITAGE MUSEUM		\$250.00
292209	07/06/2023	07/14/2023	Accounts Payable	Western Dental Services, Inc.	\$230.87
	Invoice	Date	Description		Amount
	070123	07/06/2023	DENTAL SERVICES (DHMO) FOR JULY 2023		\$230.87
292210	07/06/2023	07/13/2023	Accounts Payable	Whittier Fertilizer Company	\$192.10
	Invoice	Date	Description		Amount
	400024	06/07/2023	LANDSCAPING SUPPLIES		\$192.10
292211	07/06/2023	07/11/2023	Accounts Payable	Yao Engineering, Inc.	\$1,278.65
	Invoice	Date	Description		Amount
	PR2305	06/02/2023	PROFESSIONAL SVCS MAY 2023, WELL 5 ELECTRICAL UPGRADES		\$1,278.65
292212	07/11/2023	07/18/2023	Utility Management	*SUNSET OLIVE OIL LLC	\$8.54
292213	07/11/2023		Utility Management	ARROYO CLIFT, EMILY	\$51.12
	Account Type	Account Number	Description		Transaction Type
	Single-Family Residential	3050-003			Refund Adjustment
292214	07/11/2023	07/18/2023	Utility Management	CALIFORNIA PROFESSIONAL ENGINEERING	\$1,478.72

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292215	07/11/2023		Utility Management	MARTINEZ, FRANK	\$109.08
	Account Type	Account Number	Description	Transaction Type	
	Single-Family Residential	39939-002		Refund Adjustment	
292216	07/11/2023	07/17/2023	Utility Management	MARTINEZ, PALOMA	\$30.84
292217	07/11/2023	07/18/2023	Utility Management	SUNSET OLIVE OIL LLC	\$261.24
292218	07/11/2023	07/18/2023	Utility Management	SUNSET OLIVE OIL LLC	\$270.77
292219	07/11/2023	07/19/2023	Utility Management	THE RJ NOBLE COMPANY	\$1,419.17
292220	07/11/2023	07/17/2023	Utility Management	VILLA, MICHAEL	\$22.79
292221	07/12/2023	07/14/2023	Accounts Payable	RODRIGUEZ6LLC (Toms Tailgate)	\$2,299.50
	Invoice	Date	Description	Amount	
	465PICO	07/12/2023	CATERING FOR SUMMER EMPLOYEE APPRECIATION 7/12/23	\$2,299.50	
292222	07/13/2023		Accounts Payable	ACCO BRANDS CORPORATION	\$2,335.09
	Invoice	Date	Description	Amount	
	4727020218	06/29/2023	MEDIA LAMINATOR FOR SIGNS AND POSTERS	\$2,335.09	
292223	07/13/2023		Accounts Payable	Alan's Lawnmower & Garden Center	\$67.44
	Invoice	Date	Description	Amount	
	1168970	06/20/2023	SMALL TOOLS & SUPPLIES	\$67.44	
292224	07/13/2023		Accounts Payable	All Supplies Wholesale	\$308.69
	Invoice	Date	Description	Amount	

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	1025	06/28/2023		PLUMBING SUPPLIES	\$308.69
292225	07/13/2023	07/18/2023	Accounts Payable	AM-TEC TOTAL SECURITY INC	\$561.90
	Invoice	Date		Description	Amount
	628582-A	04/10/2023		LATE FEE	\$16.90
	628985	07/13/2023		CAMERA REPAIR, RIO HONDO PARK	\$545.00
292226	07/13/2023	07/17/2023	Accounts Payable	American Marker	\$26.46
	Invoice	Date		Description	Amount
	10340-23	07/03/2023		UNIFORM SHIRTS FOR PARKING	\$26.46
292227	07/13/2023		Accounts Payable	Auto-Chlor System	\$1,889.68
	Invoice	Date		Description	Amount
	224100501060	09/20/2022		DISHWASHER MAINTENANCE SEPTEMBER 2022	\$236.21
	224100501168	10/19/2022		DISHWASHER MAINTENANCE OCTOBER 2022	\$236.21
	224100501279	11/15/2022		DISHWASHER MAINTENANCE NOVEMBER 2022	\$236.21
	224100501394	12/13/2022		DISHWASHER MAINTENANCE DECEMBER 2022	\$236.21
	234100500057	01/18/2023		DISHWASHER MAINTENANCE JANUARY 2023	\$236.21
	234100500133	02/07/2023		DISHWASHER MAINTENANCE FEBRUARY 2023	\$236.21
	234100500253	03/07/2023		DISHWASHER MAINTENANCE MARCH 2023	\$236.21
	234100500369	04/04/2023		DISHWASHER MAINTENANCE APRIL 2023	\$236.21
292228	07/13/2023		Accounts Payable	Bay Area Driving School, Inc.	\$196.00

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	145066	07/05/2023	ONLINE DRIVER'S ED 4/1/23-6/30/23		\$196.00
292229	07/13/2023		Accounts Payable	California Contract Cities Association	\$6,100.00
	Invoice	Date	Description		Amount
	3843	07/07/2023	FY 23-24 CCA Annual Membership Dues		\$6,100.00
292230	07/13/2023	07/18/2023	Accounts Payable	California Professional Engineering, Inc	\$336,706.57
	Invoice	Date	Description		Amount
	23-3160PR6	06/20/2023	PROFESSIONAL SVCS THROUGH 6/20/23, TRAFFIC SIGNAL UPGRADES		\$354,427.97
	23-3160PR6-A	06/20/2023	PROFESSIONAL SVCS THROUGH 6/20/23, TRAFFIC SIGNAL UPGRADES		(\$17,721.40)
292231	07/13/2023		Accounts Payable	CardsDirect, Inc.	\$702.73
	Invoice	Date	Description		Amount
	B2662196	06/27/2023	SENIOR CENTER PATRONS BIRTHDAY CARDS		\$702.73
292232	07/13/2023		Accounts Payable	Catering by Herach & Ara	\$428.24
	Invoice	Date	Description		Amount
	6-15-23-02	06/15/2023	SENIOR CENTER CATERING FOR FATHER'S DAY 6/15/23		\$428.24
292233	07/13/2023	07/19/2023	Accounts Payable	City of Santa Fe Springs	\$31,974.09
	Invoice	Date	Description		Amount
	2300897	05/09/2023	TRAFFIC SIGNAL MAINTENANCE JANUARY-MARCH 2023		\$31,974.09

City of Pico Rivera  
**Payment Register**

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292234	07/13/2023		Accounts Payable	City of Whittier	\$88.32
	Invoice	Date	Description		Amount
	62123	06/21/2023	SENIOR CENTER EVENT POLOS		\$88.32
292235	07/13/2023		Accounts Payable	Control Automation Design, Inc	\$5,940.00
	Invoice	Date	Description		Amount
	23-019	06/27/2023	DESIGN SVCS, SCADA PFAS		\$3,780.00
	23-020	06/27/2023	DESIGN SVCS, SCADA PFAS		\$2,160.00
292236	07/13/2023	07/18/2023	Accounts Payable	County of Los Angeles Dept of Public Works	\$2,762.35
	Invoice	Date	Description		Amount
	RE-PW23061206624	06/12/2023	IW THROUGH MAY 2023		\$2,762.35
292237	07/13/2023		Accounts Payable	DISCOUNT SCHOOL SUPPLY	\$2,484.36
	Invoice	Date	Description		Amount
	P42273440101	06/22/2023	REACH SUPPLIES		\$2,484.36
292238	07/13/2023		Accounts Payable	DS Services of America, Inc.	\$123.90
	Invoice	Date	Description		Amount
	20044206 070723	07/07/2023	WATER DELIVERY 6/21/23		\$123.90
292239	07/13/2023	07/18/2023	Accounts Payable	Excel Paving (Palp, Inc)	\$353,202.95

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From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	12-27110	05/09/2023	PROFESSIONAL SVCS, PERIOD NOV. 2022, HOT SPOT INTERSECTION		\$371,792.58
	12-27110-A	05/09/2023	PROFESSIONAL SVCS, PERIOD NOV. 2022, HOT SPOT INTERSECTION		(\$18,589.63)
292240	07/13/2023	07/19/2023	Accounts Payable	Fiesta Cooperative Inc.	\$9,474.68
	Invoice	Date	Description		Amount
	230515	05/31/2023	DIAL-A-TAXI MAY 2023		\$9,474.68
292241	07/13/2023	07/19/2023	Accounts Payable	FLORES, MARIA	\$1,200.00
	Invoice	Date	Description		Amount
	0723DEPREIM-MF	07/11/2023	REFUND ON DEPOSIT PAID IN JANUARY FOR CANCELED EVENT 9/16/23		\$1,200.00
292242	07/13/2023		Accounts Payable	Fuller Engineering Inc	\$628.31
	Invoice	Date	Description		Amount
	148805	06/27/2023	POOL CHEMICALS		\$628.31
292243	07/13/2023		Accounts Payable	Gabriela Valdez	\$585.00
	Invoice	Date	Description		Amount
	0423TUIREIM-GV	07/10/2023	TUITION REIMBURSEMENT APRIL 2023		\$585.00
292244	07/13/2023	07/17/2023	Accounts Payable	Galls Parent Holdings, LLC	\$1,637.96
	Invoice	Date	Description		Amount
	024716291	06/06/2023	UNIFORMS		\$1,637.96

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292245	07/13/2023		Accounts Payable	Ice Star Refrigeration, LLC	\$845.86
	Invoice	Date	Description		Amount
	9323	06/06/2023	REFRIGERATOR REPAIR		\$353.01
	8896	04/19/2023	REFRIGERATOR REPAIR		\$292.85
	9342	06/27/2023	ICE MAKER REPAIR		\$200.00
292246	07/13/2023		Accounts Payable	Infinity Technologies	\$1,595.00
	Invoice	Date	Description		Amount
	1545	07/05/2023	3DI PERMITTING JUNE 2023		\$1,595.00
292247	07/13/2023	07/18/2023	Accounts Payable	LA County Sheriffs Department	\$12,576.96
	Invoice	Date	Description		Amount
	233822EC	07/12/2023	PRV-TRANSIT/TRANSIENT DEPUTY 6/4/23-6/30/23		\$12,576.96
292248	07/13/2023	07/18/2023	Accounts Payable	League of California Cities	\$1,312.50
	Invoice	Date	Description		Amount
	4181	06/12/2023	L.A. COUNTY DIVISION DUES 7/1/23-6/30/24		\$1,312.50
292249	07/13/2023	07/18/2023	Accounts Payable	Metro Builders & Engineers Group, Ltd	\$224,408.29
	Invoice	Date	Description		Amount
	597-07 REQUEST 8	06/12/2023	PROFESSIONAL SVCS THROUGH 5/31/23, PFAS TREATMENT SYSTEMS		\$236,219.25
	597-07 REQUEST8A	06/12/2023	PROFESSIONAL SVCS THROUGH 5/31/23, PFAS TREATMENT SYSTEMS		(\$11,810.96)

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Number	Date	Description	Source	Payee Name	Transaction Amount
292250	07/13/2023	07/19/2023	Accounts Payable	Napa Auto Parts	\$53,458.71
	Invoice	Date			Amount
	192727	06/30/2023		VEHICLE LIFT FOR PW FLEET MECHANIC	\$53,458.71
292251	07/13/2023	07/18/2023	Accounts Payable	Nichols Consulting	\$3,000.00
	Invoice	Date			Amount
	2023-9819653-01	06/23/2023		PREP SVCS AGREEMENT FOR SB90 PERIOD ENDING 6/30/23	\$3,000.00
292252	07/13/2023		Accounts Payable	PGI-Pacific Graphics, Inc.	\$4,672.37
	Invoice	Date			Amount
	46719	06/30/2023		PRIME FLYERS FOR JUNE PROFILE	\$4,672.37
292253	07/13/2023		Accounts Payable	Pico Water District	\$17,576.79
	Invoice	Date			Amount
	2023MAYPICOWATER	07/01/2023		UTILITIES FOR MAY 2023	\$33.06
	2023MAYPICA WATER	07/06/2023		UTILITIES FOR MAY 2023	\$13,789.28
	2023MAYPICBWATER	07/01/2023		UTILITIES FOR MAY 2023	\$3,754.45
292254	07/13/2023	07/19/2023	Accounts Payable	Powerstride Battery Co. Inc.	\$1,088.45
	Invoice	Date			Amount
	E 683404	06/14/2023		ELECTRICAL SUPPLIES FOR FACILITIES	\$1,088.45



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Number	Date	Description	Source	Payee Name	Transaction Amount
292255	07/13/2023		Accounts Payable	Quadient, Inc.	\$521.02
	Invoice	Date	Description		Amount
	N9998154	06/22/2023	LEASE AND TAX 4/25/23-7/24/23		\$521.02
292256	07/13/2023		Accounts Payable	Quality Code Publishing	\$2,250.00
	Invoice	Date	Description		Amount
	GC0011192	06/30/2023	DECEMBER 2022-MAY 2023, ORDINANCE CODIFICATION SVCS		\$2,250.00
292257	07/13/2023	07/19/2023	Accounts Payable	RIPPLE PLUMBING	\$462.00
	Invoice	Date	Description		Amount
	1562	06/28/2023	BACKFLOW REPAIR-EMERGENCY, 6/21/23		\$462.00
292258	07/13/2023	07/18/2023	Accounts Payable	San Gabriel Valley Water Co	\$669.97
	Invoice	Date	Description		Amount
	2023JUNESANGABRI	07/05/2023	UTILITIES FOR JUNE 2023		\$669.97
292259	07/13/2023	07/18/2023	Accounts Payable	SCS Carpets, Inc.	\$3,303.50
	Invoice	Date	Description		Amount
	14406	06/29/2023	JUNE INSTALL OF FLOORING FOR RIVERA PARK OFFICES		\$3,303.50
292260	07/13/2023	07/19/2023	Accounts Payable	Southern California Association of Gov (SCAG)	\$7,569.00
	Invoice	Date	Description		Amount
	SCAG FY24 0134	06/22/2023	Membership Dues Assessment for FY 23-24		\$7,569.00

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Number	Date	Description	Source	Payee Name	Transaction Amount
292261	07/13/2023		Accounts Payable	Southern California Municipal Athletic Federation	\$1,320.20
	Invoice	Date	Description		Amount
	89907	06/20/2023	APRIL-JUNE 2023 INSURANCE FOR PARK CONTRACT CLASSES		\$1,320.20
292262	07/13/2023	07/18/2023	Accounts Payable	Swank Motion Pictures Inc	\$175.00
	Invoice	Date	Description		Amount
	RG 3392888	05/25/2023	MOVIE LICENSE FEE, BOOK CLUB 6/8/23		\$175.00
292263	07/13/2023	07/18/2023	Accounts Payable	TKM ENGINEERING	\$7,677.50
	Invoice	Date	Description		Amount
	1206	07/03/2023	PROFESSIONAL SVCS 6/6/23-6/19/23, LRSP		\$7,677.50
292264	07/13/2023	07/19/2023	Accounts Payable	Transtech Engineers, Inc	\$13,752.00
	Invoice	Date	Description		Amount
	20233609	05/31/2023	220473 PR CIP PROJECT MANGER STAFF AUGMENTATION THRU 05/31/23		\$178.50
	20233610	05/31/2023	221161 PR CIP PROJECT MANAGER ON SITE STAFF AUGMENTATION		\$5,355.00
	20233611	05/31/2023	230080 PR I 605 REHAB PROJECT PLANS TRAFFIC REV		\$336.00
	20233767	06/30/2023	PROFESSIONAL SVCS THROUGH 6/30/23, CITY ENGINEERING SVCS		\$7,882.50
292265	07/13/2023		Accounts Payable	Triangle Sports, Inc.	\$1,202.86
	Invoice	Date	Description		Amount
	41999	06/29/2023	PRYS VOLUNTEER JERSEY'S		\$1,202.86

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Number	Date	Description	Source	Payee Name	Transaction Amount
292266	07/13/2023		Accounts Payable	U.S. Safety & Supply Co	\$440.00
	Invoice	Date	Description		Amount
	HQ-1447370	06/09/2023	SAFETY SUPPLIES FOR STREET DIVISION		\$440.00
292267	07/13/2023	07/19/2023	Accounts Payable	Uhaul	\$229.99
	Invoice	Date	Description		Amount
	5402833599	06/10/2023	PROPANE FOR ASPHALT MAINTENANCE		\$36.39
	5402814696	06/02/2023	PROPANE FOR ASPHALT MAINTENANCE		\$115.57
	5402879203	06/30/2023	PROPANE FOR ASPHALT MAINTENANCE		\$78.03
292268	07/13/2023		Accounts Payable	VCS Sound Lighting	\$3,700.00
	Invoice	Date	Description		Amount
	23-002	02/22/2023	MOVIES IN THE PARK LED SCREEN, 7/15/23		\$3,700.00
292269	07/13/2023	07/19/2023	Accounts Payable	Whittier Fertilizer Company	\$594.81
	Invoice	Date	Description		Amount
	400023	06/07/2023	FIELD MAINTENANCE MATERIALS		\$594.81
292270	07/13/2023	07/18/2023	Accounts Payable	LA County Sheriffs Department	\$1,043,493.79
	Invoice	Date	Description		Amount
	233736EC	07/12/2023	SHERIFF SVCS JUNE 2023		\$1,043,493.79

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Number	Date	Description	Source	Payee Name	Transaction Amount
292271	07/13/2023	07/19/2023	Accounts Payable	Zapien's Restaurant Group, Inc.	\$2,072.70
	Invoice	Date	Description		Amount
	5/25/2023	05/25/2023	SENIOR CENTER EVENT CATERING		\$1,852.20
	5/31/2023	05/31/2023	SENIOR CENTER EVENT CATERING, HEALTH FITNESS 5/31/23		\$220.50
292272	07/20/2023		Accounts Payable	Addison-Miller Inc.	\$115,995.00
	Invoice	Date	Description		Amount
	2304-01	06/29/2023	Annual Sidewalk Improvement Project		\$122,100.00
	2304-01-A	06/29/2023	Annual Sidewalk Improvement Project		(\$6,105.00)
292273	07/20/2023		Accounts Payable	American Heritage Life Insurance Co	\$48.64
	Invoice	Date	Description		Amount
	M0163615186A	07/20/2023	SUPPLEMENTAL LIFE INSURANCE FOR P/E 06/30/23 & 07/14/23		\$48.64
292274	07/20/2023		Accounts Payable	American Marker	\$3,214.61
	Invoice	Date	Description		Amount
	10332-23	06/22/2023	CAMP T SHIRTS		\$3,214.61
292275	07/20/2023		Accounts Payable	Ansafone Contact Center, Labell Exchange & BTE Com	\$346.53
	Invoice	Date	Description		Amount
	230706025101	07/01/2023	PW AFTER HOURS ANSWERING SVCS FOR USAGE JUNE 2023		\$98.25
	230706069101	07/01/2023	WATER DIV. AFTER HOURS ANSWERING SVCS FOR USAGE JUNE 2023		\$248.28

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
292276	07/20/2023		Accounts Payable	BMG Money, Inc	\$388.84
	Invoice	Date	Description		Amount
	072023	07/20/2023	EMPLOYEE DEDUCTION FOR P/E 07/14/23		\$388.84
292277	07/20/2023		Accounts Payable	Central Restaurant Products	\$5,415.30
	Invoice	Date	Description		Amount
	12086864	06/28/2023	REACH SUPPLIES		\$5,415.30
292278	07/20/2023		Accounts Payable	CHAPARIAN, ANNA	\$120.00
	Invoice	Date	Description		Amount
	836666	07/11/2023	REFUND FOR WK 7 OF SUMMER CAMP FOR LILIT BAGCHECHYAN		\$120.00
292279	07/20/2023		Accounts Payable	City of Downey	\$2,203,382.75
	Invoice	Date	Description		Amount
	1000242	06/22/2023	PROFESSIONAL SVCS		\$2,203,382.75
292280	07/20/2023		Accounts Payable	Control Automation Design, Inc	\$27,573.57
	Invoice	Date	Description		Amount
	23-018	06/26/2023	Integration technology and programming for the PWRA SCADA system		\$24,808.00
	23-018-A	06/26/2023	Custom, design, fabrication & design services for SCADA PFAS		\$2,765.57
292281	07/20/2023		Accounts Payable	County of Los Angeles Dept of Public Works	\$3,636.57
	Invoice	Date	Description		Amount

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
	RE-PW23041005236	04/10/2023		TS MONITORING SVC THROUGH MARCH 2023	\$3,636.57
292282	07/20/2023		Accounts Payable	DAHLIN GROUP, INC	\$163,546.34
	Invoice	Date	Description	Amount	
	2305-174R	06/21/2023		PROFESSIONAL SVCS THROUGH 5/31/23, SMITH PARK AQUATIC CENTER	\$163,546.34
292283	07/20/2023		Accounts Payable	David Hidalgo Architects, Inc.	\$5,000.00
	Invoice	Date	Description	Amount	
	1004	07/14/2023		Commercial façade enhancement	\$5,000.00
292284	07/20/2023		Accounts Payable	DHS Ventures Inc	\$4,500.00
	Invoice	Date	Description	Amount	
	0623DEPREFWSTDHS	07/12/2023		REFUND ON WASTE MANAGE DEPOSIT 2022-2527, 4924 1/2 CHURCH	\$4,500.00
292285	07/20/2023		Accounts Payable	DISCOUNT SCHOOL SUPPLY	\$1,416.94
	Invoice	Date	Description	Amount	
	P42273440102	06/25/2023		REACH SUPPLIES	\$1,416.94
292286	07/20/2023		Accounts Payable	Elisaldez , Louie	\$120.00
	Invoice	Date	Description	Amount	
	LELI-WWK1-23	07/10/2023		OFFICIATING SVCS 7/7/23	\$120.00
292287	07/20/2023		Accounts Payable	Esther Celiz	\$100.00

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	070323COMSTP-EC	07/05/2023	COMMISSIONER STIPEND FOR MEETING 7/3/23		\$100.00
292288	07/20/2023		Accounts Payable	Ewing Irrigation Products Inc	\$826.84
	Invoice	Date	Description		Amount
	19619678	06/05/2023	IRRIGATION SUPPLIES		\$826.84
292289	07/20/2023		Accounts Payable	Fast 5 Pico Rivera 5, LLC	\$168.00
	Invoice	Date	Description		Amount
	5890	06/30/2023	CITY FLEET CAR WASHES JUNE 2023		\$168.00
292290	07/20/2023		Accounts Payable	Fiesta Cooperative Inc.	\$8,727.26
	Invoice	Date	Description		Amount
	230634	06/30/2023	DIAL-A-TAXI JUNE 2023		\$8,727.26
292291	07/20/2023		Accounts Payable	Franchise Tax Board	\$50.00
	Invoice	Date	Description		Amount
	072023	07/20/2023	EMPLOYEE DEDUCTION FOR P/E 07/14/23		\$50.00
292292	07/20/2023		Accounts Payable	FREE ENERGY SAVINGS COMPANY	\$66.52
	Invoice	Date	Description		Amount
	0623REFPERM-FESC	07/12/2023	REFUND OF PLUMBING PERMIT 2023-1255, 9644 MARJORIE		\$66.52

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Number	Date	Description	Source	Payee Name	Transaction Amount
292293	07/20/2023		Accounts Payable	Freedom City Church	\$300.00
	Invoice	Date	Description		Amount
	0623TUPDEPREF-FC	07/12/2023	REFUND ON TUP DEPOSIT 2023-1361, FIREWORKS SPORTS ARENA		\$300.00
292294	07/20/2023		Accounts Payable	GARCIA, JOHN, R.	\$508.67
	Invoice	Date	Description		Amount
	0723NALEOCONF-JG	07/17/2023	REIMBURSEMENT FOR NALEO CONFERENCE 7/10-7/13/23		\$508.67
292295	07/20/2023		Accounts Payable	Graphics World	\$56.03
	Invoice	Date	Description		Amount
	28115	06/05/2023	BUSINESS CARDS FOR ROBERT SANTIAGO		\$56.03
292296	07/20/2023		Accounts Payable	GUERRERO, KENNER	\$495.40
	Invoice	Date	Description		Amount
	0423TUIREIM-KG	07/17/2023	TUITION REIMBURSEMENT APRIL 2023		\$495.40
292297	07/20/2023		Accounts Payable	HDR Engineering, Inc	\$6,193.01
	Invoice	Date	Description		Amount
	1200537917	07/11/2023	Feasibility Study for Bus Rapid Transit		\$6,193.01
292298	07/20/2023		Accounts Payable	Infinity Technologies	\$15,172.50
	Invoice	Date	Description		Amount
	1546	07/05/2023	On Call IT Management Services JUNE 2023		\$15,172.50



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Number	Date	Description	Source	Payee Name	Transaction Amount
292299	07/20/2023		Accounts Payable	JONES, ANDRE	\$390.00
	Invoice	Date	Description		Amount
	SUB3-SUMWK1-23	07/08/2023	OFFICIATING SVCS 7/7/23 & 7/8/23		\$180.00
	AJON-SUMWK2-23	07/17/2023	OFFICIATING SVCS 7/14/23 & 7/15/23		\$210.00
292300	07/20/2023		Accounts Payable	Karine Shirinian	\$522.87
	Invoice	Date	Description		Amount
	0623SHRMCONF-KS	06/29/2023	REIMBURSEMENT FOR SHRM CONFERENCE		\$522.87
292301	07/20/2023		Accounts Payable	Lakeshore Learning Materials	\$6,889.65
	Invoice	Date	Description		Amount
	812318063023	06/30/2023	REACH SUPPLIES		\$6,889.65
292302	07/20/2023		Accounts Payable	Laminating and Binding Solutions, Inc.	\$7,480.51
	Invoice	Date	Description		Amount
	324732	06/27/2023	REACH SUPPLIES		\$7,480.51
292303	07/20/2023		Accounts Payable	Levyng Officer	\$233.39
	Invoice	Date	Description		Amount
	072023	07/20/2023	EMPLOYEE DEDUCTION FOR P/E 07/14/23		\$233.39
292304	07/20/2023		Accounts Payable	Martinez, Aric, L	\$100.00

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	070323COMSTP-AM	07/05/2023	COMMISSIONER STIPEND FOR MEETING 7/3/23		\$100.00
292305	07/20/2023		Accounts Payable	National Association of Housing and Redevelopment, PSWRC	\$182.88
	Invoice	Date	Description		Amount
	PSWRCMS2022-2023	07/06/2023	2022 & 2023 ANNUAL MEMBERSHIP DUES-HOUSING SECTION 8		\$182.88
292306	07/20/2023		Accounts Payable	Nevco Inc	\$5,528.40
	Invoice	Date	Description		Amount
	0000252902	07/13/2023	SUPPLIES		\$5,528.40
292307	07/20/2023		Accounts Payable	NUANES, CHRISTOPHER	\$120.00
	Invoice	Date	Description		Amount
	SUB2-SUMWK1-23	07/10/2023	OFFICIATING SVCS 7/7/23		\$120.00
292308	07/20/2023		Accounts Payable	ON POINT GAME WEAR	\$2,524.73
	Invoice	Date	Description		Amount
	3974	06/26/2023	REACH Staff Uniforms		\$2,524.73
292309	07/20/2023		Accounts Payable	Oromill Lumber, Inc.	\$82.17
	Invoice	Date	Description		Amount
	237187	07/11/2023	SUPPLIES		\$82.17

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Number	Date	Description	Source	Payee Name	Transaction Amount
292310	07/20/2023		Accounts Payable	PARS	\$300.00
	Invoice	Date	Description		Amount
	53530	07/06/2023	TRUST ADMIN SVCS MONTH END 5/31/2023		\$300.00
292311	07/20/2023		Accounts Payable	PB Loader Corporation	\$3,486.09
	Invoice	Date	Description		Amount
	IN0020234	04/18/2023	Asphalt Materials for Water Division		\$3,486.09
292312	07/20/2023		Accounts Payable	PETTY CASH	\$49.99
	Invoice	Date	Description		Amount
	2023PETCASRE0623	07/12/2023	REPLENISH PETTY CASH JUNE 2023		\$49.99
292313	07/20/2023		Accounts Payable	PICO RIVERA CHAMBER OF COMMERCE	\$10,000.00
	Invoice	Date	Description		Amount
	20230090	06/30/2023	CONTRACT SVCS APRIL MAY JUNE 2023		\$10,000.00
292314	07/20/2023		Accounts Payable	Roadline Products Inc., USA	\$8,268.75
	Invoice	Date	Description		Amount
	18770	07/23/2023	REPLACEMENT ARROW BOARD FOR MAINTENANCE TRUCK		\$8,268.75
292315	07/20/2023		Accounts Payable	Robert Anthony Martinez	\$100.00
	Invoice	Date	Description		Amount
	070323COMSTP-RAM	07/05/2023	COMMISSIONER STIPEND FOR MEETING 7/3/23		\$100.00

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Number	Date	Description	Source	Payee Name	Transaction Amount
292316	07/20/2023		Accounts Payable	Rosa Aguilar	\$228.38
	Invoice	Date	Description		Amount
	0723REIMYCE-RA	07/19/2023	REIMBURSEMENT-YOUTH CONNECTION EX MEALS TEENS&CHAPERONES		\$228.38
292317	07/20/2023		Accounts Payable	School Nutrition Plus	\$21,588.70
	Invoice	Date	Description		Amount
	6035	06/30/2023	SUMMER LUNCH PROGRAM 6/12/23-6/30/23, RIO HONDO PARK		\$2,823.50
	6033	06/30/2023	SUMMER LUNCH PROGRAM 6/12/23-6/30/23, RIO VISTA PARK		\$3,381.50
	6032	06/30/2023	SUMMER LUNCH PROGRAM 6/12/23-6/30/23, RIVERA PARK		\$4,311.80
	6031	06/30/2023	SUMMER LUNCH PROGRAM 6/12/23-6/30/23, SMITH PARK		\$4,553.55
	6027	06/30/2023	SUMMER LUNCH PROGRAM 6/12/23-6/30/23, PICO PARK		\$6,518.35
292318	07/20/2023		Accounts Payable	SEIU Local 721-COPE	\$72.00
	Invoice	Date	Description		Amount
	072023	07/20/2023	COPE FEES FOR P/E 07/14/23		\$72.00
292319	07/20/2023		Accounts Payable	Shakey's USA	\$300.00
	Invoice	Date	Description		Amount
	0523TUPREFNDSUSA	07/12/2023	TUP DEPOSIT REFUND 2023-1106, 9290 WHITTIER		\$300.00
292320	07/20/2023		Accounts Payable	SIERRA ROOF, INC.	\$195.76
	Invoice	Date	Description		Amount

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Number	Date	Description	Source	Payee Name	Transaction Amount
	0223	PERMITREF-SR	07/12/2023	REFUND FOR RE-ROOF PERMIT 2023-287, 9109 BURKE ST	\$195.76
292321	07/20/2023		Accounts Payable	SKYLINE ROOFING CO. INC.	\$5,320.80
	Invoice	Date	Description	Amount	
	0623	WSTDEPREF-SR	07/12/2023	WASTE MANAGE DEPOSIT REFUND 2023-1011, 7330 CRIDER	\$5,320.80
292322	07/20/2023		Accounts Payable	Soto, Ricardo	\$150.00
	Invoice	Date	Description	Amount	
	RSOT-SUMWK1-23	07/10/2023	OFFICIATING SVCS 7/8/23	\$90.00	
	RSOT-SUMWK2-23	07/17/2023	OFFICIATING SVCS 7/15/23	\$60.00	
292323	07/20/2023		Accounts Payable	State of California Dept of Justice	\$288.00
	Invoice	Date	Description	Amount	
	666778	06/30/2023	PRE-EMPLOYMENT LIVE SCANS JUNE 2023	\$288.00	
292324	07/20/2023		Accounts Payable	Terry J Rodrigues DBA TJR Consulting LLC	\$15,120.00
	Invoice	Date	Description	Amount	
	23-551	07/01/2023	Consulting Services - Various Admin Projects, June 2023	\$15,120.00	
292325	07/20/2023		Accounts Payable	THE MARCONI SHOP	\$300.00
	Invoice	Date	Description	Amount	
	0623	REFTUPDEP-MS	07/12/2023	TUP DEPOSIT REFUND 2023-1162, 9100 WHITTIER	\$300.00

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Number	Date	Description	Source	Payee Name	Transaction Amount
292326	07/20/2023		Accounts Payable	Tommy Elisaldez	\$100.00
	Invoice	Date	Description		Amount
	070323COMSTP-TE	07/15/2023	COMMISSIONER STIPEND FOR MEETING 7/3/23		\$100.00
292327	07/20/2023		Accounts Payable	Triangle Sports, Inc.	\$2,942.81
	Invoice	Date	Description		Amount
	41984	06/27/2023	REACH JACKETS		\$2,942.81
292328	07/20/2023		Accounts Payable	U.S. Safety & Supply Co	\$477.10
	Invoice	Date	Description		Amount
	HQ-I447370	06/06/2023	SAFETY SUPPLIES FOR FIELD STAFF		\$440.00
	HQ-I447386	06/07/2023	SAFETY EYEWEAR FOR STAFF		\$37.10
292329	07/20/2023		Accounts Payable	VCS Sound Lighting	\$3,700.00
	Invoice	Date	Description		Amount
	23-003	02/22/2023	LED SCREEN, MOVIES IN THE PARK 7/22/23		\$3,700.00
292330	07/20/2023		Accounts Payable	VESTAR CALIFORNIA XXVI, LLC	\$300.00
	Invoice	Date	Description		Amount
	0523TUPDEPREF-VC	07/12/2023	TUP DEPOSIT REFUND 2023-1031, 8754 WASHINGTON		\$300.00
292331	07/20/2023		Accounts Payable	Yarisma Rocha	\$100.00
	Invoice	Date	Description		Amount

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Number	Date	Description	Source	Payee Name	Transaction Amount
	070323COMSTP-YR	07/05/2023		COMMISSIONER STIPEND FOR MEETING 7/3/23	\$100.00
Type Check Totals:				167 Transactions	\$5,231,267.79
<u>EFT</u>					
12199	06/29/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$51.05
	Invoice	Date	Description		Amount
	45085	06/08/2023	UTILITIES FOR MAY		\$51.05
12200	06/29/2023	06/30/2023	Accounts Payable	Frontier California	\$554.77
	Invoice	Date	Description		Amount
	Import - 6481	06/04/2023	Radio & Telecommunication		\$554.77
12201	06/29/2023	06/30/2023	Accounts Payable	Time Warner Cable	\$134.98
	Invoice	Date	Description		Amount
	Import - 6482	06/09/2023	RADIO & TELECOMMUNICATION		\$134.98
12202	06/28/2023	06/30/2023	Accounts Payable	City of Pico Rivera	\$129.88
	Invoice	Date	Description		Amount
	Import - 6483	06/28/2023	WATER SVC		\$129.88
12203	07/06/2023		Accounts Payable	Airgas USA, LLC	\$45.58
	Invoice	Date	Description		Amount

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Number	Date	Description	Source	Payee Name	Transaction Amount
	9139117331	06/15/2023		MAINTENANCE SUPPLIES	\$45.58
12204	07/06/2023		Accounts Payable	Aramark	\$324.76
	Invoice	Date		Description	Amount
	5860177702	06/22/2023		UNIFORM RENTAL SVCS	\$324.76
12205	07/06/2023		Accounts Payable	Corporate Image Marketing, Inc	\$199.00
	Invoice	Date		Description	Amount
	2307635	07/01/2023		(800) GO PRIME FEE, JUNE 2023	\$199.00
12206	07/06/2023		Accounts Payable	DIEGO'S AUTO REPAIR	\$3,587.79
	Invoice	Date		Description	Amount
	29311	06/26/2023		EMERGENCY REPAIR ENFORCEMENT VEHICLE	\$3,587.79
12207	07/06/2023		Accounts Payable	Eastern County Newspaper Group, Inc.	\$1,631.25
	Invoice	Date		Description	Amount
	36054	06/23/2023		LEGAL AD PC-CUP 748	\$1,631.25
12208	07/06/2023		Accounts Payable	Eberhard Equipment, Inc.	\$4,543.81
	Invoice	Date		Description	Amount
	34142A	06/26/2023		TRACTOR REPAIR	\$4,543.81
12209	07/06/2023		Accounts Payable	Home Depot	\$870.53



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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	748935442	06/07/2023	JANITORIAL SUPPLIES FOR CITY YARD		\$870.53
12210	07/06/2023		Accounts Payable	Interwest Consulting Group	\$1,960.00
	Invoice	Date	Description		Amount
	88709	06/26/2023	PROFESSIONAL SVCS MAY 2023, 6501 PASSONS PLAN CHECK		\$910.00
	88710	06/26/2023	PROFESSIONAL SVCS MAY 2023, BURKE ST WATER LINE		\$980.00
	88711	06/26/2023	PROFESSIONAL SVCS MAY 2023, 9257 SLAUSON		\$70.00
12211	07/06/2023		Accounts Payable	LANDS' END, INC/BUSINESS OUTFITTERS	\$275.78
	Invoice	Date	Description		Amount
	SIN11261138	05/24/2023	UNIFORM PW INSPECTOR		\$275.78
12212	07/06/2023		Accounts Payable	NASA Services Inc	\$289,579.23
	Invoice	Date	Description		Amount
	2023JULYRUBFEES	07/01/2023	RUBBISH ASSESSMENT FOR JULY 2023 (FY 23-24)		\$289,579.23
12213	07/06/2023		Accounts Payable	Nationwide Retirement Solutions	\$4,015.96
	Invoice	Date	Description		Amount
	070623	07/06/2023	EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 06/30/23 (401A)		\$4,015.96
12214	07/06/2023		Accounts Payable	Nationwide RS	\$1,088.30
	Invoice	Date	Description		Amount

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Number	Date	Description	Source	Payee Name	Transaction Amount
	070623	07/06/2023		PEHP BENEFIT/DEDUCTION FOR P/E 06/30/23	\$1,088.30
12215	07/06/2023		Accounts Payable	PRMPCEA	\$637.00
	Invoice	Date	Description		Amount
	070623	07/06/2023		UNION DUES FOR P/E 06/30/23	\$637.00
12216	07/06/2023		Accounts Payable	R-Doors, Inc	\$6,494.65
	Invoice	Date	Description		Amount
	6122	06/15/2023		DOOR INSTALLATION	\$796.13
	42222	06/15/2023		DOOR INSTALLATION	\$3,030.90
	45422	06/15/2023		DOOR INSTALLATION	\$2,667.62
12217	07/06/2023		Accounts Payable	Rousselle Company Inc.	\$1,080.00
	Invoice	Date	Description		Amount
	2023-001705	06/22/2023		PEST CONTROL SVC JUNE 2023, CITY YARD & RIVERA PARK	\$115.00
	2023-001706	06/22/2023		PEST CONTROL SVC JUNE 2023, PARKS & REC	\$65.00
	2023-001707	06/22/2023		PEST CONTROL SVC JUNE 2023, HISTORICAL MUSEUM	\$55.00
	2023-001708	06/22/2023		PEST CONTROL SVC JUNE 2023, CITY HALL	\$240.00
	2023-001709	06/22/2023		PEST CONTROL SVC JUNE 2023, SENIOR CENTER	\$65.00
	2023-001710	06/22/2023		PEST CONTROL SVC JUNE 2023, SMITH PARK	\$85.00
	2023-001711	06/22/2023		PEST CONTROL SVC JUNE 2023, RIO VISTA PARK	\$65.00
	2023-001712	06/22/2023		PEST CONTROL SVC JUNE 2023, NATIVIDAD CENTER	\$55.00
	2023-001713	06/22/2023		PEST CONTROL SVC JUNE 2023, YOUTH CENTER	\$65.00

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Number	Date	Description	Source	Payee Name	Transaction Amount
	2023-001714	06/22/2023		PEST CONTROL SVC JUNE 2023, RIO HONDO PARK	\$65.00
	2023-001715	06/22/2023		PEST CONTROL SVC JUNE 2023, STREAMLAND PARK	\$45.00
	2023-001716	06/22/2023		PEST CONTROL SVC JUNE 2023	\$160.00
12218	07/06/2023		Accounts Payable	SEIU Local 721	\$1,525.80
	Invoice	Date	Description	Amount	
	070623	07/06/2023	UNION DUES FOR P/E 06/30/23	\$1,525.80	
12219	07/06/2023		Accounts Payable	Shoeteria, Inc.	\$794.75
	Invoice	Date	Description	Amount	
	0050852-IN	06/17/2023	SAFETY SHOES FOR MIKE CUELLAR	\$200.00	
	0050853-IN	06/15/2023	SAFETY SHOES FOR VICTOR RAMOS	\$200.00	
	0051043-IN	06/21/2023	SAFETY SHOES FOR ENRIQUE BARAJAS	\$197.44	
	0051044-IN	06/20/2023	SAFETY SHOES FOR JUAN NUNEZ	\$197.31	
12220	07/06/2023		Accounts Payable	Tanko Streetlighting, Inc	\$1,897.10
	Invoice	Date	Description	Amount	
	68979	06/22/2023	MAINTENANCE AND OPERATION OF STREET LIGHTS MAY 2023 T&M	\$1,897.10	
12221	07/06/2023		Accounts Payable	Vulcan Materials Co.	\$846.37
	Invoice	Date	Description	Amount	
	73686953	06/23/2023	Hot Asphalt for Street Maintenance	\$314.62	
	73686954	06/23/2023	Hot Asphalt for Street Maintenance	\$163.30	

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Number	Date	Description	Source	Payee Name	Transaction Amount
	73689414	06/26/2023		Hot Asphalt for Street Maintenance	\$368.45
12222	07/06/2023		Accounts Payable	Weck Laboratories Inc.	\$240.00
	Invoice	Date		Description	Amount
	W3F2395	06/23/2023		WATER QUALITY SAMPLING	\$240.00
12223	07/06/2023		Accounts Payable	Western Water Works Supply Company	\$1,080.45
	Invoice	Date		Description	Amount
	1242128-00	06/21/2023		MAIN AND SERVICE REPAIR	\$1,080.45
12224	07/06/2023		Accounts Payable	Willdan Engineering	\$12,107.50
	Invoice	Date		Description	Amount
	00625499	05/24/2023		PROFESSIONAL SVCS THROUGH 4/28/23, PRESSURE RELIEF VALVE	\$6,405.50
	00625597	06/08/2023		PROFESSIONAL SVCS THROUGH 5/26/23, CITY HALL EV	\$232.50
	00625615	06/13/2023		PROFESSIONAL SVCS THROUGH 5/26/23, TRAFFIC ENGINEERING SVCS	\$3,520.00
	00625642	06/19/2023		PROFESSIONAL SVCS THROUGH 5/26/23, PRESSURE RELIEF VALVE	\$1,949.50
12225	06/28/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$98.33
	Invoice	Date		Description	Amount
	45083	06/06/2023		UTILITIES FOR MAY	\$98.33
12226	06/28/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$19,755.95
	Invoice	Date		Description	Amount

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Number	Date	Description	Source	Payee Name	Transaction Amount
	45082	06/05/2023		UTILITIES FOR APRIL	\$19,755.95
12227	06/28/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$200.43
	Invoice	Date		Description	Amount
	Import - 6487	06/05/2023		UTILITIES FOR MAY	\$200.43
12228	06/28/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$75.90
	Invoice	Date		Description	Amount
	Import - 6489	06/06/2023		UTILITIES FOR MAY	\$75.90
12229	06/28/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$18,835.14
	Invoice	Date		Description	Amount
	Import - 6490	06/05/2023		ELECTRIC SVC-VARIOUS LOCATION	\$18,835.14
12230	06/28/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$16,403.16
	Invoice	Date		Description	Amount
	6/5/2023	06/05/2023		ELECTRIC SVC-5016 PASSONS BLVD	\$16,403.16
12231	06/30/2023	06/30/2023	Accounts Payable	Time Warner Cable	\$302.97
	Invoice	Date		Description	Amount
	Import - 6492	06/11/2023		RADIO & TELECOMMUNICATION	\$302.97
12232	07/03/2023		Accounts Payable	So Calif Gas Company	\$220.21

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	Import - 6493	06/09/2023	GAS SVC-9530 SHADE LN		\$220.21
12233	07/05/2023		Accounts Payable	Time Warner Cable	\$115.54
	Invoice	Date	Description		Amount
	Import - 6494	06/16/2023	RADIO & TELECOMMUNICATION		\$115.54
12234	07/05/2023		Accounts Payable	Frontier California	\$250.23
	Invoice	Date	Description		Amount
	Import - 6495	06/07/2023	Radio & Telecommunication		\$250.23
12235	07/06/2023		Accounts Payable	Frontier California	\$100.07
	Invoice	Date	Description		Amount
	Import - 6496	06/10/2023	Radio & Telecommunication		\$100.07
12236	07/06/2023		Accounts Payable	Verizon Wireless	\$488.90
	Invoice	Date	Description		Amount
	Import - 6497	06/12/2023	RADIO & TELECOMMUNICATION		\$488.90
12237	06/30/2023	06/30/2023	Accounts Payable	So Calif Edison Company	\$12,832.11
	Invoice	Date	Description		Amount
	06/06/2023	06/06/2023	UTILITIES FOR MAY 2023		\$12,832.11

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12238	06/21/2023	06/30/2023	Accounts Payable	Lowe's	\$11,777.23
	Invoice	Date	Description		Amount
	Import - 6805	06/02/2023	BUILDING MAINTANCE SUPPLIES		\$11,777.23
12239	07/13/2023		Accounts Payable	Adobe Systems, Inc	\$11,158.68
	Invoice	Date	Description		Amount
	2497694887	07/09/2023	FY 23-24 Annual Adobe Software License & Cloud Services		\$11,158.68
12240	07/13/2023		Accounts Payable	Aramark	\$335.08
	Invoice	Date	Description		Amount
	5860180495	06/29/2023	UNIFORM RENTAL SVCS		\$335.08
12241	07/13/2023		Accounts Payable	Avenu MuniServices, LLC	\$301.70
	Invoice	Date	Description		Amount
	INV06-016748	06/26/2023	UUT CELLULAR-JUNE 2023		\$301.70
12242	07/13/2023		Accounts Payable	Cosby Oil Company	\$6,457.34
	Invoice	Date	Description		Amount
	CL95378	06/10/2023	FUEL FOR CITY VEHICLES 06/01/23-06/10/23		\$5,165.87
	CL95378A	06/10/2023	FUEL FOR CITY VEHICLES WATER DIVISION 06/01/23-06/10/23		\$1,291.47
12243	07/13/2023		Accounts Payable	GENERAL BUILDING MANAGEMENT	\$12,599.31
	Invoice	Date	Description		Amount

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	18357	06/30/2023	JANITORIAL SVCS FOR THE LIBRARY JUNE 2023		\$4,772.00
	18356	06/30/2023	JANITORIAL SVCS JUNE 2023		\$7,827.31
12244	07/13/2023		Accounts Payable	Go2Zero Strategies, LLC	\$19,244.70
	Invoice	Date	Description		Amount
	2012466	04/30/2023	COMMERCIAL PROGRAM PRODUCTS		\$19,244.70
12245	07/13/2023		Accounts Payable	GRM Information Management Services, Inc	\$1,180.94
	Invoice	Date	Description		Amount
	0482533	06/30/2023	MONTHLY ACCT MAINTENANCE FEE JUNE 2023		\$20.00
	0482534	06/30/2023	MONTHLY FILE STORAGE JUNE 2023, CITY CLERK		\$123.47
	0482535	06/30/2023	MONTHLY FILE STORAGE JUNE 2023, CED		\$64.68
	0482536	06/30/2023	MONTHLY FILE STORAGE JUNE 2023, FINANCE		\$804.48
	0482537	06/30/2023	MONTHLY FILE STORAGE JUNE 2023, PARKS & REC		\$24.20
	0482538	06/30/2023	MONTHLY FILE STORAGE JUNE 2023, PW		\$83.66
	0482539	06/30/2023	MONTHLY FILE STORAGE JUNE 2023, BLDG		\$49.47
	0482540	06/30/2023	MONTHLY INITIAL MOVE-IN JUNE 2023		\$10.98
12246	07/13/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$18.19
	Invoice	Date	Description		Amount
	456059	06/27/2023	MAINTENANCE AND TONER EQUIPMENT FINANCE		\$18.19
12247	07/13/2023		Accounts Payable	John L Hunter & Associates Inc.	\$2,256.38



# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	PR1MS412305	06/30/2023	NPDES MAY 2023		\$2,256.38
12248	07/13/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$16,308.78
	Invoice	Date	Description		Amount
	194170001-0523	05/31/2023	PROFESSIONAL SVCS THROUGH 5/31/23, PR SP/EIR		\$9,253.39
	194170001-0423	04/30/2023	PROFESSIONAL SVCS THROUGH 4/30/23, PR SP/EIR		\$7,055.39
12249	07/13/2023		Accounts Payable	Mariposa Landscapes, Inc	\$20,475.00
	Invoice	Date	Description		Amount
	103272	06/30/2023	LANDSCAPE SVCS JUNE 2023		\$20,475.00
12250	07/13/2023		Accounts Payable	Rincon Consultants Inc	\$18,195.13
	Invoice	Date	Description		Amount
	48700	06/15/2023	PROFESSIONAL SVCS 4/1/23-6/15/23, 6TH CYCLE HOUSING ELEMENT		\$18,195.13
12251	07/13/2023		Accounts Payable	S & J Supply Co., Inc.	\$5,835.55
	Invoice	Date	Description		Amount
	S100212259.001	06/08/2023	WATER INVENTORY PARTS		\$4,750.31
	S100212259.002	06/08/2023	MAIN AND SERVICE REPAIR		\$1,038.24
	S100213370.001	06/26/2023	MAIN AND SERVICE REPAIR		\$47.00
12252	07/13/2023		Accounts Payable	S & S LaBarge Golf Inc	\$28,613.25

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	301	07/08/2023	PAYROLL 6/22/23-7/5/23		\$28,613.25
12253	07/13/2023		Accounts Payable	Shoeteria, Inc.	\$200.00
	Invoice	Date	Description		Amount
	0051280-IN	06/27/2023	SAFETY SHOES FOR CHRISTIAN REVELES		\$200.00
12254	07/13/2023		Accounts Payable	So Calif Edison Company	\$13,236.24
	Invoice	Date	Description		Amount
	0723LNGTRMALLSCE	07/07/2023	LONG TERM RENEWABLES VOLUNTARY ALLOCATION-CPUC REQUIREMENT		\$13,236.24
12255	07/13/2023		Accounts Payable	Southland Transit, Inc.	\$38,560.89
	Invoice	Date	Description		Amount
	PR MAY-2023	07/06/2023	PR DIAL A RIDE SVC MAY 2023		\$38,560.89
12256	07/13/2023		Accounts Payable	The Sherwin-Williams Co.	\$3,177.17
	Invoice	Date	Description		Amount
	7462-9	06/20/2023	PAINT SUPPLIES FOR STREETS		\$78.98
	7499-1	06/21/2023	PAINT SUPPLIES		\$31.23
	82537191510523	05/27/2023	PAINT SUPPLIES		\$483.64
	6724-3	05/25/2023	PAINT SUPPLIES		\$350.79
	8104-6	06/20/2023	PAINT SUPPLIES		\$2,232.53

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Number	Date	Description	Source	Payee Name	Transaction Amount
12257	07/13/2023		Accounts Payable	Vulcan Materials Co.	\$432.22
	Invoice	Date	Description		Amount
	73694539	06/30/2023	ASPHALT FOR STREETS		\$216.11
	73694540	06/30/2023	ASPHALT FOR STREETS		\$216.11
12258	07/13/2023		Accounts Payable	Water Replenishment District of So. California	\$136,505.43
	Invoice	Date	Description		Amount
	3853-0523	05/31/2023	GROUND WATER PRODUCTION & ASSESSMENT MAY 2023		\$136,505.43
12259	07/13/2023		Accounts Payable	Waxie Sanitary Supply	\$708.79
	Invoice	Date	Description		Amount
	81666612	04/25/2023	JANITORIAL SUPPLIES FOR PARKS		\$763.04
	79016320	05/12/2023	CREDIT TO ACCOUNT, ORDER K64JE		(\$54.25)
12260	07/13/2023		Accounts Payable	Weck Laboratories Inc.	\$980.00
	Invoice	Date	Description		Amount
	W3F2671	06/27/2023	WATER QUALITY SAMPLING		\$170.00
	W3F2672	06/27/2023	WATER QUALITY SAMPLING		\$250.00
	W3F2675	06/27/2023	WATER QUALITY SAMPLING		\$250.00
	W3F2676	06/27/2023	WATER QUALITY SAMPLING		\$250.00
	W3F2678	06/27/2023	WATER QUALITY SAMPLING		\$60.00
12261	07/13/2023		Accounts Payable	Willdan Engineering	\$64,440.00

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	00418697	06/19/2023	ADA CITY HALL/CITY HALL WEST PROJECT, CIP 50073 THRU 05/26/2023		\$32,045.00
	00418689	06/19/2023	PFAS WATER TREATMENT PROJECT, CIP 50042 THRU 05/26/2023		\$12,498.00
	00418714	06/19/2023	PR-SLURRY SEAL CM & INSPECTION THROUGH 05/26/2023		\$812.00
	00625710	06/27/2023	PROFESSIONAL SVCS THROUGH 5/26/23, PR TRH BRIDGE REPAIR		\$16,897.00
	00418086	01/17/2023	PROFESSIONAL SVCS THROUGH 12/30/22, HOT SPOTS		\$1,740.00
	00418397	04/28/2023	PROFESSIONAL SVCS THROUGH 3/31/23, HOT SPOTS		\$150.00
	00418665	06/19/2023	PROFESSIONAL SVCS THROUGH 5/26/23, HOT SPOTS		\$298.00
12262	07/05/2023		Accounts Payable	US Bank Corporate Trust Services	\$58,811.60
	Invoice	Date	Description		Amount
	20230630	06/30/2023	CalCard- June 2023		\$58,811.60
12263	07/05/2023		Accounts Payable	US Bank Corporate Trust Services	\$5,167.15
	Invoice	Date	Description		Amount
	20230630_1	07/05/2023	CalCard- June 2023		\$5,167.15
12264	07/20/2023		Accounts Payable	ABM Building Solutions, LLC	\$8,945.00
	Invoice	Date	Description		Amount
	18298071	06/30/2023	HVAC SVCS JUNE 2023		\$8,945.00
12265	07/20/2023		Accounts Payable	Basic Benefits LLC	\$425.92
	Invoice	Date	Description		Amount

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
	IN2806426	07/15/2023		FMLA EASE PLUS SVC JULY 2023	\$425.92
12266	07/20/2023		Accounts Payable	Christina A. Causly	\$198.00
	Invoice	Date		Description	Amount
	145016 19 54	07/18/2023		CARDIO KICKBOX & TOTAL BODY WORKOUT 7/3/23-7/19/23	\$198.00
12267	07/20/2023		Accounts Payable	Clinical Laboratory of San Bernardino Inc.	\$2,646.00
	Invoice	Date		Description	Amount
	990357	09/28/2022		Water Quality Sampling	\$1,506.00
	991810	11/30/2022		Water Quality Sampling	\$1,140.00
12268	07/20/2023		Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES, INC.	\$3,278.23
	Invoice	Date		Description	Amount
	80407837	07/15/2023		CITYWIDE COPIERS PROPERTY TAX & ADMIN FEE	\$630.08
	80407835	07/15/2023		CITYWIDE COPIERS PROPERTY TAX & ADMIN FEE	\$147.30
	80165876	06/23/2023		CITYWIDE COPIERS LEASE 7/1/23-7/31/23	\$2,500.85
12269	07/20/2023		Accounts Payable	Delta Dental (Delta Care)	\$2,199.22
	Invoice	Date		Description	Amount
	BE005568019	07/20/2023		DENTAL SERVICES (DHMO) FOR JULY 2023	\$2,199.22
12270	07/20/2023		Accounts Payable	Evan Brooks Associates, Inc	\$6,818.40
	Invoice	Date		Description	Amount

# Payment Register

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Number	Date	Description	Source	Payee Name	Transaction Amount
	23007-3	07/06/2023		GRANT WRITING ASSISTANCE, SSHA APPLICATION	\$6,818.40
12271	07/20/2023		Accounts Payable	GRM Information Management Services, Inc	\$3,227.91
	Invoice	Date	Description	Amount	
	0482026	06/30/2023		DOCUMENT SCAN SVC JUNE 2023, HOUSING SECTION 8	\$3,023.91
	0482162	06/30/2023		MONTHLY SHREDDING SVCS JUNE 2023	\$204.00
12272	07/20/2023		Accounts Payable	Habitat for Humanity of Greater Los Angeles	\$22,504.17
	Invoice	Date	Description	Amount	
	A011-02	06/21/2023		HOME REPAIRS 8936 SONGFEST DR, JAIME TALAVERA	\$22,504.17
12273	07/20/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$2,427.52
	Invoice	Date	Description	Amount	
	456748	07/11/2023		MAINTENANCE AND TONER EQUIPMENT HOUSING	\$36.38
	456902	07/17/2023		MAINTENANCE AND TONER EQUIPMENT PW	\$18.19
	456903	07/17/2023		MAINTENANCE AND TONER EQUIPMENT PICO PARK	\$36.38
	455934	06/22/2023		MAINTENANCE AND TONER EQUIPMENT HOUSING	\$18.19
	456904	07/17/2023		MAINTENANCE AND TONER EQUIPMENT PARKS & REC	\$36.38
	456489	07/03/2023		MAINTENANCE AND TONER EQUIPMENT PICO PARK	\$18.19
	456603	07/10/2023		CONTRACT USAGE CHARGE 6/10/23-7/9/23	\$6.61
	456868	07/17/2023		CONTRACT OVERAGE CHARGE 6/17/23-7/16/23	\$2,257.20
12274	07/20/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$1,012.66

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	25289336	06/30/2023	PROFESSIONAL SVCS THROUGH 6/30/23, PR HEU 2021-2029		\$1,012.66
12275	07/20/2023		Accounts Payable	Lincoln Financial Group	\$1,527.20
	Invoice	Date	Description		Amount
	070123	07/20/2023	SUPPLEMENTAL LIFE INSURANCE FOR JULY 2023		\$1,527.20
12276	07/20/2023		Accounts Payable	MSA-Dental Pool	\$9,170.08
	Invoice	Date	Description		Amount
	070123	07/20/2023	DENTAL SERVICES (DPPO) FOR JULY 2023		\$9,170.08
12277	07/20/2023		Accounts Payable	NASA Services Inc	\$14,796.44
	Invoice	Date	Description		Amount
	2023JULYADJFEES	07/01/2023	JULY ADJUSTMENT FEES FOR RUBBISH ASSESSMENT 2023		\$14,796.44
12278	07/20/2023		Accounts Payable	Nationwide Retirement Solutions	\$4,447.68
	Invoice	Date	Description		Amount
	072023	07/20/2023	EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 07/14/23 (401A)		\$4,447.68
12279	07/20/2023		Accounts Payable	Nationwide RS	\$1,114.94
	Invoice	Date	Description		Amount
	072023	07/20/2023	PEHP BENEFIT/DEDUCTION FOR P/E 07/14/23		\$1,114.94

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Number	Date	Description	Source	Payee Name	Transaction Amount
12280	07/20/2023		Accounts Payable	PRMPCEA	\$637.00
	Invoice	Date	Description		Amount
	072023	07/20/2023	UNION DUES FOR P/E 07/14/23		\$637.00
12281	07/20/2023		Accounts Payable	Public Risk, Innovation, Solutions & Mgmt (PRISM)	\$742,460.00
	Invoice	Date	Description		Amount
	24400310	07/13/2023	MASTER CRIME PROGRAM		\$8,902.00
	24400446	07/13/2023	POLLUTION PROGRAM		\$11,186.00
	24400523	07/13/2023	CYBER LIABILITY PROGRAM		\$7,364.00
	24400655	07/13/2023	OPTIONAL EXCESS LIABILITY PROGRAM		\$58,018.00
	24300065	07/03/2023	GENERAL LIABILITY PROGRAM 1		\$519,464.00
	24100147	07/03/2023	EXCESS WORKERS COMPENSATION		\$137,526.00
12282	07/20/2023		Accounts Payable	Red Wing Shoe Store	\$783.55
	Invoice	Date	Description		Amount
	12-1-149805	06/16/2023	SAFETY SHOES FOR ANTHONY PARRA		\$200.00
	702-1-11715	06/17/2023	SAFETY SHOES FOR MARIO RODRIGUEZ		\$200.00
	702-1-11839	06/20/2023	SAFETY SHOES FOR ALEX RAICH		\$183.55
	702-1-11843	06/20/2023	SAFETY SHOES FOR JOSE R. GUTIERREZ		\$200.00
12283	07/20/2023		Accounts Payable	RSG, Inc	\$2,080.00
	Invoice	Date	Description		Amount
	1010565	06/30/2023	FY 22-23 Successor Agency Service PPA, Rops & Add Admin Service		\$2,080.00



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Number	Date	Description	Source	Payee Name	Transaction Amount
12284	07/20/2023		Accounts Payable	S & J Supply Co., Inc.	\$11,747.62
	Invoice	Date	Description		Amount
	S100212871.001	06/19/2023	Pipeline Materials for PFAS Project CIP #50042		\$11,747.62
12285	07/20/2023		Accounts Payable	SEIU Local 721	\$1,530.84
	Invoice	Date	Description		Amount
	072023	07/20/2023	UNION DUES FOR P/E 07/14/23		\$1,530.84
12286	07/20/2023		Accounts Payable	Silva, Luz	\$378.00
	Invoice	Date	Description		Amount
	144951	07/18/2023	ZUMBA CLASS 7/6/23-7/27/23		\$378.00
12287	07/20/2023		Accounts Payable	The Lincoln National Life Insurance Company	\$11,972.99
	Invoice	Date	Description		Amount
	070123	07/20/2023	GROUP LIFE, STD & LTD PREMIUMS FOR JULY 2023		\$11,972.99
12288	07/20/2023		Accounts Payable	Underground Service Alert of Southern California	\$234.60
	Invoice	Date	Description		Amount
	620230529	07/01/2023	MONTHLY DATABASE TICKETS		\$169.25
	22-2304658	07/01/2023	MONTHLY TICKETS		\$65.35
12289	07/20/2023		Accounts Payable	Varos, Michael	\$150.00

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Date	Description		Amount
	MVAR-SUMWK1-23	07/10/2023	OFFICIATING SVCS 7/8/23		\$150.00
12290	07/20/2023		Accounts Payable	Vulcan Materials Co.	\$427.14
	Invoice	Date	Description		Amount
	73700667	07/07/2023	ASPHALT MAINTENANCE		\$163.30
	73698092	06/30/2023	ASPHALT FOR STREETS		\$263.84
12291	07/20/2023		Accounts Payable	Western Water Works Supply Company	\$1,783.48
	Invoice	Date	Description		Amount
	1242473-00	06/27/2023	MAIN SERVICE AND REPAIR		\$1,783.48
12292	07/03/2023		Accounts Payable	City of Pico Rivera	\$22,621.64
	Invoice	Date	Description		Amount
	Import - 6808	07/03/2023	WATER SVC		\$22,621.64
12293	07/10/2023		Accounts Payable	Frontier California	\$60.07
	Invoice	Date	Description		Amount
	Import - 6809	06/13/2023	Radio & Telecommunication		\$60.07
12294	07/10/2023		Accounts Payable	Time Warner Cable	\$134.98
	Invoice	Date	Description		Amount
	Import - 6810	06/20/2023	RADIO & TELECOMMUNICATION		\$134.98

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Number	Date	Description	Source	Payee Name	Transaction Amount
12295	07/07/2023		Accounts Payable	So Calif Edison Company	\$33.29
	Invoice	Date	Description		Amount
	45092	06/15/2023	UTILITIES FOR MAY		\$33.29
12296	07/07/2023		Accounts Payable	So Calif Edison Company	\$113.74
	Invoice	Date	Description		Amount
	Import - 6815	06/15/2023	UTILITIES FOR MAY		\$113.74
12297	07/07/2023		Accounts Payable	So Calif Edison Company	\$147.55
	Invoice	Date	Description		Amount
	Import - 6817	06/15/2023	UTILITIES FOR MAY		\$147.55
12298	07/07/2023		Accounts Payable	So Calif Edison Company	\$288.15
	Invoice	Date	Description		Amount
	Import - 6818	06/14/2023	UTILITIES FOR MAY		\$288.15
12299	07/07/2023		Accounts Payable	So Calif Edison Company	\$356.85
	Invoice	Date	Description		Amount
	Import - 6819	06/14/2023	UTILITIES FOR MAY		\$356.85
12300	07/07/2023		Accounts Payable	So Calif Edison Company	\$30,334.12
	Invoice	Date	Description		Amount

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Number	Date	Description	Source	Payee Name	Transaction Amount
	Import - 6820	06/16/2023		UTILITIES FOR MAY	\$30,334.12
12301	07/11/2023		Accounts Payable	City of Pico Rivera	\$235.34
	Invoice	Date		Description	Amount
	Import - 6821	07/11/2023		WATER SVC	\$235.34
12302	07/13/2023		Accounts Payable	US Bank Corporate Trust Services	\$136,658.34
	Invoice	Date		Description	Amount
	07/13/2023	07/13/2023		PR WATER AUTHORITY REVENUE BONDS, 1999 SERIES A FOR JULY 2023	\$136,658.34
12303	07/18/2023		Accounts Payable	Frontier California	\$507.80
	Invoice	Date		Description	Amount
	Import - 6822	06/23/2023		Radio & Telecommunication	\$507.80
12304	07/14/2023		Accounts Payable	So Calif Edison Company	\$13,939.91
	Invoice	Date		Description	Amount
	Import - 6823	06/20/2023		ELECTRIC SVC-3260 FAIRWAY DR	\$13,939.91
12305	07/14/2023		Accounts Payable	T-Mobile USA, Inc	\$2,045.43
	Invoice	Date		Description	Amount
	Import - 6824	06/21/2023		Radio & Telecommunication For MAY 2023	\$2,045.43
12306	07/17/2023		Accounts Payable	Time Warner Cable	\$849.00

# Payment Register

From Payment Date: 6/28/2023 - To Payment Date: 7/20/2023

Number	Date	Description	Source	Payee Name	Transaction Amount	
Invoice	Date	Description			Amount	
Import - 6825	06/28/2023	RADIO & TELECOMMUNICATION			\$849.00	
Type EFT Totals:					108 Transactions	\$1,949,602.78

CBC GenOpe - CBC General Operating Totals

**Grand Totals:**

<b>Checks</b>	<b>Transaction Amount</b>
	<b>\$5,231,267.79</b>
<b>EFTs</b>	<b>Transaction Amount</b>
	<b>\$1,949,602.78</b>
<b>All</b>	<b>Transaction Amount</b>
	<b>\$7,180,870.57</b>



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** ESTABLISHING A COMPENSATION FEE FOR THE VETERAN'S COMMISSIONERS

**Recommendation:**

1. Approve a resolution establishing a compensation fee for the Veterans Commission.

**Fiscal Impact:**

Each Commissioner will receive compensation of \$75 per meeting. The FY 2023–24 adopted budget includes sufficient funding in the Parks and Recreation – Commission Stipends GL Account No. 100.80.8220–52900. No additional appropriations are required.

**Discussion:**

On March 22, 2022, the City Council adopted Ordinance No. 1155, establishing a Veterans Commission for the City of Pico Rivera. The ordinance, upon adoption, included a provision that granted the City Council the authority to establish compensation for this Commission through a resolution. The first meeting of the Veterans Commission took place on April 8, 2023. Therefore, staff is recommending the approval of a resolution that establishes the compensation fee for the Veterans Commissioners at a rate of \$75 per meeting. This rate is equivalent to the per meeting fee that members currently receive from the Sister City and Parks and Recreation Commissions.

**Conclusion:**

Upon approval of the resolution, members of this commission will be paid on the first warrant register after the month in which the payment was earned.

Steve Carmona

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
ESTABLISHING A COMPENSATION FEE FOR THE VETERAN'S COMMISSIONERS  
Page 2 of 2

SC:CA:gsm

Enclosure: 1) Resolution

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING COMPENSATION FOR MEMBERS OF THE VETERANS COMMISSION**

**WHEREAS**, Ordinance No. 1155 added Section 2.55 to the Pico Rivera Municipal Code creating the Veterans Commission.

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

**SECTION 1.** Pursuant to Chapter 2.55, Section 2.55.080 of the Pico Rivera Municipal Code, authorizing compensation for attendance at meetings for members of the Veterans Commission to be set by resolution of the City Council, compensation for members of the Veterans Commission is hereby established at \$75.00 per meeting per commissioner, payable on the first warrant register of each month following the preceding month in which said compensation was earned but not exceeding the sum of \$75.00 per month.

**SECTION 2.** The City Clerk shall attest to the passage of this resolution, and it shall there upon be in full force and effect.

**APPROVED AND PASSED** this 1st day of August, 2023.

\_\_\_\_\_  
Erik Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, CMC, Jr. Deputy City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

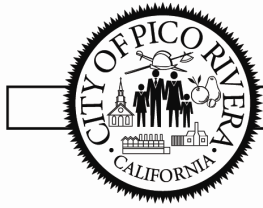
**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**





**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** APPROVE A RESOLUTION RATIFYING THE INVESTMENT POLICY FOR THE CITY OF PICO RIVERA FOR FISCAL YEAR 2023-2024

**Recommendation:**

1. Approve a resolution ratifying the Investment Policy for the City of Pico Rivera for fiscal year (FY) 2023-24 to include Placement Service Funds as permissible investments for the City;
2. Authorize staff to establish an Insured Cash Sweep (ICS) account with the Commercial Bank of California (CBC) to optimize the City's investment portfolio; and
3. Authorize staff to transfer \$10 million from the Local Agency Investment Fund (LAIF) account to the newly established ICS account.

**Fiscal Impact:**

Should the City Council approve the recommendations, the City will transfer \$10 million from the LAIF account to the ICS account. As the City's total investments do not change, there is no fiscal impact to the General Fund associated with the approval of the above recommendations.

**Background:**

The Investment Policy (Policy) for the City of Pico Rivera (City) is intended to provide guidelines for the prudent investment of the City's available resources and outline 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 (Gov. Code) section 53646(a)(2), an annual rendering of the Policy shall be presented to the City Council for consideration at a public meeting. In April 2023, staff presented the updated Investment Policy to the City Council. Since then, staff researched various options to optimize the City's investment portfolio and identified an ICS account, a type of Placement Service Fund, as the most favorable option. This report seeks the City

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
APPROVE A RESOLUTION RATIFYING THE INVESTMENT POLICY FOR THE CITY  
OF PICO RIVERA FOR FISCAL YEAR 2023-2024

Page 2 of 3

Council's approval to update the Investment Policy to include the Placement Service Funds as a permitted investment type, establish a new ICS with CBC, and transfer \$10 million from the City's LAIF account to the newly established ICS account.

**Discussion:**

In April 2023, staff presented the updated Investment Policy to the City Council. Since then, staff researched various options to optimize the City's investment portfolio. Currently, the City utilizes the services of Chandler Asset Management (Chandler), the City's investment adviser, to invest and manage \$31 million of the City's idle cash, which ranges from \$97-\$106 million. The remaining funds are invested in LAIF, which the State Treasurer operates.

The City's current investments with Chandler and LAIF have been prudent and appropriate. In light of the Federal Reserve's ten interest rate hikes since March 2022, staff conducted thorough research to explore alternative investment opportunities that offer greater flexibility with future interest changes while maintaining a delicate equilibrium between safety, liquidity, and yield strategy. In this endeavor, staff evaluated several options, including California CLASS Prime, California Asset Management Program (CAMP) Cash Reserve Portfolio, Treasury Bonds with Chandler, and an Insured Cash Sweep Account (ICS), a Placement Services Fund, with the Commercial Bank of California (CBC).

The City has maintained a longstanding relationship with CBC since April 2016, during which time it has consistently received quality services. CBC offers an investment option known as the ICS account, leveraging the services of IntraFi. IntraFi is a privately held firm and is home to the largest banking network of its kind and a chosen partner by more than 3,000 of the nation's banks and other financial institutions and most minority depository institutions. As CBC is a member of the IntraFi network, once the City establishes the ICS account with CBC, any deposits in the ICS account are strategically divided into amounts below the standard Federal Deposit Insurance Corporation (FDIC) insurance maximum of \$250,000 and placed in deposit accounts at other banks within the IntraFi network.

When the City establishes the ICS account with CBC, the City will continue to have a single bank relationship with CBC and obtain one detailed, periodic statement. The funds will be placed in interest-bearing money market accounts at competitive interest rates. These interests are earned through multiple banks of the City's choice within the network. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The City may exclude banks from eligibility to receive its funds. As all of the accounts are money market accounts, the City is allowed to withdraw six (6) times in a month, with same-day liquidity, without any penalty.

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
APPROVE A RESOLUTION RATIFYING THE INVESTMENT POLICY FOR THE CITY  
OF PICO RIVERA FOR FISCAL YEAR 2023-2024

Page 3 of 3

Following the thorough analysis, it has been concluded that this ICS Placement Service Fund account will help to supplement the City's investment strategy and effectively fulfills the City's requirements for daily liquidity, FDIC-insured safety, and a competitive rate of return. Although Placement Service Funds have been deemed permissible investments in accordance with Gov. Code section 53601, staff recommends that the City incorporate this investment type into the Investment Policy, Section 8.0, as an authorized and suitable investment. Staff has thereby updated the Policy to reflect this additional investment type for review and consideration, as, presented in Exhibit A of the resolution.

**Conclusion:**

The City Council should consider approving a resolution (Enclosure 1) ratifying the Investment Policy for the City of Pico Rivera for FY 2023-24 to help ensure the safety and liquidity of the City's idle cash. The enclosed Policy conforms to Government Code sections 53600 through 53609 and 53630 through 53686. All permitted investment types are also represented within Exhibit A of Enclosure 1. Staff also recommends that the City Council approve establishing an ICS account with CBC and transferring \$10 million from LAIF to the ICS account to balance the needs for daily liquidity, FDIC-insured safety, and a competitive return.



Steve Carmona

SC:AG:JG:ep

Enclosure: 1) Resolution/Exhibit A – Investment Policy for the City of Pico Rivera

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA,  
CALIFORNIA, RATIFYING THE INVESTMENT POLICY FOR FISCAL  
YEAR 2023-24**

**WHEREAS**, the City of Pico Rivera (City) 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 Investment Policy for the City and Successor Agency (Policy), attached hereto as Exhibit A 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's 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 (Gov. 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 Gov. Code section 53646(a)(2).

**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 Fiscal Year 2023-24 pursuant to the requirements outlined in Gov. 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.

[Signatures on the following page]

RESOLUTION NO. \_\_\_\_\_

Page 2 of 2

**APPROVED AND PASSED this 1<sup>st</sup> day of August 2023.**

\_\_\_\_\_  
Erik Lutz, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, Jr. Deputy City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

CITY OF PICO RIVERA

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Administrative Services Department

# Investment Policy for the City of Pico Rivera and Successor Agency



**City of Pico Rivera  
Investment Policy**

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City of Pico Rivera  
Administrative Services Department  
6615 Passons Boulevard  
Pico Rivera, CA 90660  
Phone 562.801.4392 • Fax 562.942.8828

## 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 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 (I): 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-1 et seq.) may be purchased if they meet the requirements of Government Code Section 53601 (I). 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.

### **Placement Service Funds**

Government Code Section 53601.8: A local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The private placement service that allows local agencies to purchase more than \$250,000 in demand deposits, money market accounts, or CDs from a single financial institution while still maintaining FDIC insurance coverage. The financial institution facilitates the trading of deposits among the participating institutions in amounts that are less than \$250,000 each so that FDIC coverage is maintained. No more than 50 percent of the total assets of the investments held by a local agency may be invested in a combination of placement service funds (e.g., CDARS) and Certificates of Deposit. Under a provision sunsetting on January 1, 2026, the maximum percentage of the portfolio reverts back to 30%.

### **Other Investments**

Other investments that are or become legal investments pursuant to the 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 sunseting 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.

The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

### **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 45 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. The investment's term or remaining maturity is measured from the settlement date to final maturity.

**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

**Meeting Date:** August 1, 2023

**Subject:** AMENDMENT NO. 4 TO AGREEMENT NO. 20-1932 WITH JAS PACIFIC FOR BUILDING AND SAFETY SERVICES

**Recommendation:**

1. Approve Amendment No. 4 to Agreement No. 20-1932 with JAS Pacific, increasing the contract amount for an additional amount of \$516,000, for a total not-to-exceed contract amount of \$1,126,000, in a form approved by the City Attorney.

**Fiscal Impact:**

Sufficient funds are available in Contracted Services – Account No. 100.30.4020.54500 for this agreement. No additional appropriations are needed at this time.

**Discussion:**

In 2019, the City issued a Request for Proposal (RFP) and awarded a new three-year contract for Building and Safety Services to JAS Pacific through a competitive proposal process. The maximum compensation was set to be at most \$250,000, based on the estimated volume of development projected to occur over a three-year term. According to the terms of the contract, the consultant was required to retain 50% of the revenues collected for plan checks, as stated in the fee schedule. Due to the significant increase in permits issued, plan checks, and inspection activity, the City Council increased the total compensation to \$610,000. This decision was made through Amendment No. 1 and Amendment No. 2, which were dated October 13, 2021, and May 10, 2022, respectively.

Due to the uncertainty of the COVID-19 pandemic, the City Council approved Amendment No. 3 on June 29, 2022, granting a two-year contract extension with JAS Pacific as the City continued to experience increased demand for Building and Safety Services. The purpose of the amendment is to ensure that the City has the necessary expertise,



CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
AMENDMENT NO. 4 TO AGREEMENT NO. 20-1932 WITH JAS PACIFIC FOR  
BUILDING AND SAFETY SERVICES  
Page 2 of 2

resources, and support to consistently meet the requirements and maintain the highest level of safety and security for our community.

Below is a summary of the contract value and all amendments, including the proposed:

<u>Agreement/Amendment</u>	<u>Expiration Date</u>	<u>Amount</u>	<u>NTE</u>
Agreement No. 20-1932	6/30/2022	\$ 250,000	\$ 250,000
Amendment #1	6/30/2022	\$ 180,000	\$ 430,000
Amendment #2	6/30/2022	\$ 180,000	\$ 610,000
Amendment #3	6/30/2024	\$ -	\$ 610,000
Proposed Amendment #4	6/30/2024	\$ 516,000	\$1,126,000
<b>Total:</b>		\$ 1,126,000	\$1,126,000

**Conclusion:**

Staff recommends that the City Council approve Amendment No. 4 with JAS Pacific, increasing the contract for an additional amount of \$516,000, for a total contract not-to-exceed of \$1,126,000, to meet the demand of Building and Safety services, including plan checks, permit issuance, and inspection activity for development through FY 2023-24.



Steve Carmona

SC:AB:JG:jf

- Enclosures: 1) Amendment No. 4  
2) Amendment No. 3  
3) Amendment No. 2  
4) Amendment No. 1  
5) Agreement No. 20-1932

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT NO. 20-1932  
WITH JAS PACIFIC**

**THIS AMENDMENT NO. 4 TO AGREEMENT NO. 20-1932 FOR PROFESSIONAL SERVICES WITH JAS PACIFIC.**, (“Amendment No. 4”), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA (“CITY”), and JASON ADDISON SMITH CONSULTING SERVICES, INC., dba JAS Pacific, a California Corporation (“CONSULTANT”).

**RECITALS**

- A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have previously executed that certain Agreement No. **20-1932** Professional Services Agreement Between the City of Pico Rivera and JAS Pacific. dated January 15 2020, as amended by Amendments Nos. 1, 2,3, to the Professional Services Agreement with JAS Pacific dated October 13, 2021, May 10, 2022, June 27, 2023 respectively (collectively referred to as the “Agreement”) relating to professional services in the City of Pico Rivera.
- B. Pursuant to Sections 5 and 29 of the Agreement, the PARTIES desire to amend 5.1 of the Agreement for the purpose of increasing the not-to-exceed amount of Consultant’s Services as set forth herein,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF ESTIMATED AMOUNT.**

The compensation as set forth in Section 5 of the Agreement shall be modified as follows:

Consultant shall provide the services described in Section 5.1 regarding Consultant’s Services and shall be compensated in accordance with Approved Fee Schedule set forth in Section 3.2 and the total compensation and costs payable to Consultant under this Agreement shall be increased by \$516,000.00 for a total not-to-exceed amount of \$1,126,000.00.

**2. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect. If there is conflict between this Amendment No. 4 and the Agreement, the terms of this Amendment No. 4 will prevail.

**3. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 4 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No.4.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”  
CITY OF PICO RIVERA

“CONSULTANT”  
JAS PACIFIC.

\_\_\_\_\_  
Erik Lutz, Mayor

\_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, Jr Deputy City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AMENDMENT NO. 3  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH JAS PACIFIC., AGREEMENT NO. 20-1932**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 20-1932 FOR PROFESSIONAL SERVICES WITH JAS PACIFIC, ("Amendment No. 3 "), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY") and JAS PACIFIC ("CONSULTANT").**

**RECITALS**

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement No. 20-1932 Professional Services Agreement Between the City of Pico Rivera and JAS Pacific*. Dated January 15, 2020, ("Agreement") relating to professional services in the City of Pico Rivera.
- B. Pursuant to Sections 5 and 29 of the Agreement, the PARTIES desire to amend Section 3.4 and 5.1 of the Agreement as set forth herein,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF TERM.**

Section 4, TERM, of the Agreement, shall be modified as follows:

The term of this Agreement shall commence at 12:00 a.m. on July 1, 2022 and shall expire at 11: 59 p.m. on June 30, 2024, unless extended by written agreement of the parties or terminated in accordance with Section 21.

**2. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**3. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 3.

*[End of Amendment No.3. Signatures to follow.]*

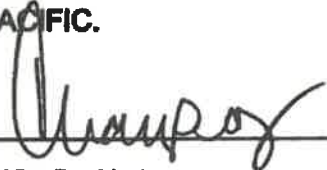
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"**  
CITY OF PICO RIVERA

  
\_\_\_\_\_  
Steve Carmona, City Manager

Dated: 6-29-22

**"CONSULTANT"**  
JAS PACIFIC.

  
\_\_\_\_\_  
Title: Vice President

Dated: 6/23/2022

**ATTEST:**

  
\_\_\_\_\_  
Anna M. Jerome, City Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT NO. 20-1932  
WITH JAS PACIFIC**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 20-1932 FOR PROFESSIONAL SERVICES WITH JAS PACIFIC, ("Amendment No. 2"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and JAS PACIFIC, ("CONSULTANT").**

**RECITALS**

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement No. 20-1932 Professional Services Agreement Between the City of Pico Rivera and JAS Pacific*. Dated January 15, 2020, ("Agreement") relating to professional services in the City of Pico Rivera.
- B. Pursuant to Sections 5 and 29 of the Agreement, the PARTIES desire to amend Section 3.4 and 5.1 of the Agreement as set forth herein,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF ESTIMATED AMOUNT.**

The compensation as set forth in Section 5 of the Agreement shall be modified as follows:

Consultant shall provide the services described in Section 5.1 regarding Consultant's Services and shall be compensated in accordance with Approved Fee Schedule set forth in Section 3.2 and the total compensation and costs payable to Consultant under this Agreement shall be increased by \$180,000.00 for a total not-to-exceed amount of \$616,000.00.

**3. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**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 CONSULTANT, executes this Amendment No. 2.


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

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

"CITY"  
CITY OF PICO RIVERA

  
\_\_\_\_\_  
Steve Carmona, City Manager

"CONSULTANT"  
JAS PACIFIC

  
\_\_\_\_\_  
Title: Vice President

Dated: 5-10-22

Dated: 5/10/22

ATTEST:

  
\_\_\_\_\_  
Anna M. Jerome, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH JAS PACIFIC, AGREEMENT NO. 21-1932**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 21-1932 FOR PROFESSIONAL SERVICES WITH JAS PACIFIC., ("Amendment No. 1"), effective as of the date specified in paragraph 3 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and Jason Addison Smith Consulting Services, Inc., DBA JAS Pacific, ("CONSULTANT").**

**RECITALS**

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement No. 21-1932, Professional Services Agreement Between the City of Pico Rivera and JAS Pacific*, dated January 15, 2020, ("Agreement") relating to professional services in the City of Pico Rivera.
- B. Pursuant to Sections 5 and 29 of the Agreement, the PARTIES desire to amend Section 5.1 of the Agreement as set forth herein,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF ESTIMATED AMOUNT.**

Consultant shall provide the services described in Section 5.1 regarding Consultant's Services and shall be compensated in accordance with Approved Fee Schedule set forth in Section 3.2 and the total compensation and costs payable to Consultant under this Agreement shall be increased to an amount not to exceed \$436,000.00.

**2. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**3. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No.1.

*[End of Amendment No.1. Signatures to follow.]*




**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"**  
CITY OF PICO RIVERA

  
\_\_\_\_\_  
Steve Carmona, City Manager


Dated: 10-13-21

**"CONSULTANT"**  
JAS PACIFIC

  
\_\_\_\_\_  
Title: Vice President

Dated: 10/6/2021

**ATTEST:**

  
\_\_\_\_\_  
Anna M. Jerome, City Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AGREEMENT NO. 20-1932**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF PICO RIVERA AND**  
**JAS PACIFIC**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Jason Addison Smith Consulting Services, Inc., DBA JAS Pacific, 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 for the Building and Safety Division of the Community and Economic Development Department. The Consultant may provide Building Official administration, plan review and permit issuance, inspection, and other staff augmentation services as assigned by the Director of Community and Economic Development on an as-needed basis during the term of this Agreement.

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 bid proposal dated November 4, 2019 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 fee proposal dated November 4, 2019 to City attached hereto as Exhibit "B".

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on May 1, 2019, and shall expire at 11:59 p.m. on June 30, 2022, unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

**5. CONSULTANT'S SERVICES**

**Scope of Services.** Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation and/or rates, shall be incorporated by written amendment to this Agreement. In no event shall the total annual compensation and costs payable to Consultant, under this Agreement, exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), unless specifically approved in advance, in writing, by City.

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

## **6. COMPENSATION**

6.1 City shall compensate Consultant for the services provided under this Agreement at the applicable rates in the Approved Fee Schedule (Exhibit "B") attached hereto and incorporated by reference, which includes any travel costs, mileage, overhead, or other expenses incurred by the Consultant in the performance of services pursuant to this Agreement.

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

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

## **7. BUSINESS LICENSE**

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

## **8. COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

## **9. CONFLICT OF INTEREST**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

#### **10. PERSONNEL**

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

#### **11. OWNERSHIP OF WRITTEN PRODUCTS**

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

#### **12. INDEPENDENT CONTRACTOR**

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

#### **13. CONFIDENTIALITY**

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

#### **14. INDEMNIFICATION**

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest

protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

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

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

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

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under

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

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

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

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

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

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

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

## **16. MUTUAL COOPERATION**

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

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

## **17. RECORDS AND INSPECTIONS**

this Agreement violates the above-referenced provision and makes a claim to be eligible for enrollment in PERS as an employee of the City and is ultimately allowed to enroll in PERS, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors. No other amounts or financial obligations will be owed to City should this contingency occur.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement do not make a claim to be eligible for enrollment in PERS as an employee of the City, but he/she is nevertheless determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment, and required to enroll, in PERS as an employee of the City, Consultant shall have no duty or obligation to indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, or for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, or any other costs, fees or expenses, including attorney's fees, arising out of this determination.

## **15. INSURANCE**

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

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

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

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

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

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

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

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

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

**18. PERMITS AND APPROVALS**

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

**19. NOTICES**

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

**If to City:**

Julia Gonzalez, Deputy Director  
Community and Economic Development Dept.  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Phone: 562-801-4332  
Email: juliagonzalez@pico-rivera.org

**If to Consultant:**

Stuart Tom, PE, CBO  
President  
JAS Pacific  
201 N. Euclid Avenue, Suite A  
Upland, CA 91786  
Phone: (909) 605-7777  
Email: stuart@jaspacific.com

**20. SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

**21. TERMINATION**



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

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

## **22. ASSIGNMENT**

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

## **23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

## **24. CAPTIONS**

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

**25. NON-WAIVER**

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

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

**26. COURT COSTS**

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

**27. SEVERABILITY**

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

**28. GOVERNING LAW**

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


**29. ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions

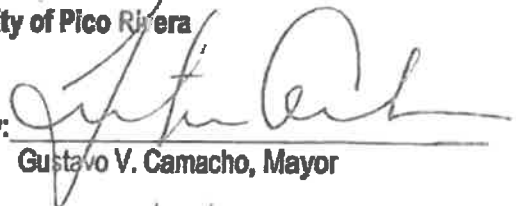
of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments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

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

**ATTEST:**

  
\_\_\_\_\_  
Anna M. Jerome, City Clerk

Date: 1/15/2020

City of Pico Rivera  
By:   
\_\_\_\_\_  
Gustavo V. Camacho, Mayor

Date: 1/14/2020

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

Date: 1-14-2020

**JAS PACIFIC**

By:   
\_\_\_\_\_  
Jason A. Smith, Chief Executive Officer

Date: 1/14/2020



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** August 1, 2023

**Subject:** TELEGRAPH ROAD BRIDGE OVER THE RIO HONDO CHANNEL – APPROVAL OF MAINTENANCE AGREEMENT BETWEEN THE CITIES OF DOWNEY, COMMERCE, AND PICO RIVERA

**Recommendation:**

1. Approve a joint Bridge Maintenance Agreement for the Telegraph Road Bridge over the Rio Hondo Channel with the cities of Downey and Commerce; and
2. Authorize the Mayor to execute an agreement in a form approved by the City Attorney.

**Fiscal Impact:**

The Telegraph Road Bridge over the Rio Hondo Channel is jointly owned by the cities of Commerce (23%), Downey (27%) and Pico Rivera (50%). The City of Pico Rivera is responsible for 50% of the costs for improvements, repairs, or any other expenditures incurred for the safety of this bridge. This item involves the execution of a Bridge Maintenance Agreement among the three (3) agencies to establish said responsibilities. There is no fiscal impact to the General Fund and no appropriation is requested at this time.

**Background:**

In March 2022, a small encampment fire occurred under the Telegraph Road Bridge, over the Rio Hondo Channel. It is believed that the fire was caused by transients who were temporarily residing there. After the fire, the City of Pico Rivera took the initiative to conduct a study in collaboration with an on-call consultant. The purpose of this study was to thoroughly inspect the affected areas and provide a detailed report on any fire damage that was discovered. The cities of Commerce, Downey, and Pico Rivera have maintained close communication and will discuss the next steps as soon as the investigation is concluded. The report recommendations may prompt a need for funding,

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
TELEGRAPH ROAD BRIDGE OVER THE RIO HONDO CHANNEL – APPROVAL OF  
MAINTENANCE AGREEMENT BETWEEN THE CITIES OF DOWNEY, COMMERCE,  
AND PICO RIVERA

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therefore, if deemed necessary, staff will present an item at a forthcoming City Council meeting.

**Discussion:**

The incident that occurred in 2021 necessitated and led to the establishment of a joint agreement. Currently, there is no existing cooperative agreement in place to define the responsibilities among the three (3) jurisdictions as far as which agency is the designated lead agency when improvements or repairs need to be made. In addition, there is no agreement in place defining the cost sharing percentages among the three (3) agencies when expenditures on the bridge are necessary, such as studies, improvements, repairs, or inspections. The location of the bridge is depicted in Exhibit A of the agreement.

A cooperative Bridge Maintenance Agreement (Enclosure 1) has been prepared and initiated by the City of Downey. The agreement specifies the City of Pico Rivera with 50% jurisdiction, as the lead agency when improvements or repairs to the bridge are required or in the event of an emergency. If damage occurs to the bridge, whether the damage occurs in one (1) jurisdiction or equally across each of the three (3) jurisdictions, the City of Pico Rivera will be the designated lead agency and will be responsible for obtaining quotes from Los Angeles County or a contractor to make the necessary repairs to the bridge. Upon completion of the repair work, the City of Pico Rivera will invoice the cities of Downey and Commerce for their respective shares of the cost, which will be proportional to their ownership percentage of the bridge. If the City of Pico Rivera is unable to initiate the work and notify the other two (2) cities, the City of Downey shall assume the role as lead agency and provide 24 hours advance notification to the other cities. Should the City of Downey be unable to initiate the work and provide notification to the other cities after five (5) working days, the City of Commerce shall assume the role as lead agency after 24 hours advance notification to the other two (2) cities. If neither Downey nor Commerce are able to accept the role of lead agency, the City of Pico Rivera shall remain the lead agency.

**Conclusion:**

The City of Commerce approved the cooperative agreement on April 19, 2023, and the City of Downey approved the cooperative agreement on June 13, 2023. Therefore, staff recommends the approval of the attached maintenance agreement between the cities of Commerce, Downey, and Pico Rivera to provide maintenance to the Telegraph Road Bridge over the Rio Hondo Channel and establish cost sharing responsibilities, roles and the terms of improving or maintaining the bridge, including, if the bridge is damaged and requires repair.

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
TELEGRAPH ROAD BRIDGE OVER THE RIO HONDO CHANNEL – APPROVAL OF  
MAINTENANCE AGREEMENT BETWEEN THE CITIES OF DOWNEY, COMMERCE,  
AND PICO RIVERA

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Steve Carmona

SC:NN:MPC:np

Enclosure: 1) Bridge Maintenance Agreement/Exhibit A

**BRIDGE MAINTENANCE AGREEMENT**  
**Telegraph Road Over Rio Hondo Channel**

This Bridge Maintenance Agreement (“AGREEMENT”) is dated June 13, 2023, and is entered into by and between the City of Commerce, a municipal corporation, the City of Downey, a municipal corporation, and the City of Pico Rivera, a municipal corporation.

**WITNESSETH**

**WHEREAS**, Telegraph Road includes a four-lane wide bridge with asphalt concrete pavement deck cover that spans across the Rio Hondo Channel, hereinafter referred to as “the BRIDGE”; and

**WHEREAS**, the BRIDGE is located within the shared geographical boundaries and respective jurisdictions of the Cities of Commerce, Downey, and Pico Rivera (each a “CITY” or “Party”, and collectively the “CITIES” or “Parties”), shown on Exhibit “A”, attached hereto; and

**WHEREAS**, for future operation and maintenance of the BRIDGE, it is of general and mutual interest to the CITIES to extend the service life and maintain the structural integrity of the BRIDGE; and

**WHEREAS**, there is a growing need and public interest for public agencies to develop and implement their own sub-regional policies and plans, and voluntarily and cooperatively resolve differences among themselves to improve and coordinate the common governmental responsibilities and services; and

**WHEREAS**, Los Angeles County Department of Public Works has maintained the BRIDGE on behalf of the CITIES prior to the date of this AGREEMENT; and

**WHEREAS**, the CITIES desire to budget and fund their shares of any types of maintenance costs, including but not limited to, preventive maintenance, repair for damages, and improvements recommended by Los Angeles County bridge inspectors and/or a third party as part of the biannual bridge inspection program financed by California Department of Transportation and administered by the County of Los Angeles; and

**WHEREAS**, it is the intent of each of the CITIES to fully finance their respective shares of the cost of repair and maintenance of the BRIDGE in the proportions set forth within this AGREEMENT; and

**WHEREAS**, based upon the percentage of bridge deck area located within each

CITY's respective jurisdiction, designated through Los Angeles County's biannual inspection report the cost of repair and maintenance of each Jurisdiction is as follows: City of Commerce (23%), City of Downey (27%) and City of Pico Rivera (50%); and

**NOW, THEREFORE**, in consideration of the mutual obligations to said CITIES, it is hereby agreed as follows:

## **SECTION 1      OPERATION AND MAINTENANCE OF BRIDGE**

Maintenance work is defined as operating and maintaining, at CITIES' expense, the entire structure of any constructed vehicular and pedestrian overcrossings below the deck wearing surface and any wearing surface treatment thereon, such as maintaining the traveled way, including shoulders, and deck wearing surface, and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface), and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities, such as curbs, sidewalks, wall surfaces (including eliminating graffiti), signs, roadway pavement, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

## **SECTION 2      BRIDGE DAMAGE REPAIR RESPONSIBILITY**

CITIES shall at all times faithfully, competently, and to the best of their ability, experience and talent, work cooperatively in the performance of this AGREEMENT. City of Pico Rivera agrees to be the Lead Agency to initiate the repair within the time frame specified below and oversee the repair of damages. Jurisdiction shall mean the entire area within the geographic and political boundaries of each respective CITY ("JURISDICTION") in accordance with Section A below.

A. In case of non-emergency situations, where damage to the BRIDGE occurs solely within one jurisdiction, the City of Pico Rivera agrees to be the Lead Agency for completing any and all necessary repairs in compliance with Federal, State, and/or local standards and specifications, and agrees to comply with the following:

1. Obtain an estimated repair cost from Los Angeles County Department of Public Works (or licensed contractors in compliance with its Procurement Policy) and share the estimated repair cost with the other CITIES prior to engaging in repair work.
2. Initiate and complete the necessary repairs utilizing the Los Angeles County Department of Public Works and/or a licensed contractor, in coordination with the other CITIES, within sixty (60) calendar days.
3. Fully cover the cost of the repairs and retain all documentation related to the repair work performed.



4. Submit invoices, as well as documentation related to the work performed and the cost of the work performed, for reimbursement from the other two CITIES per the jurisdictional shares ratio set forth in this AGREEMENT. Work performed may include up to Ten (10%) of the administrative labor cost of staff of Pico Rivera as the Lead Agency for retaining a licensed contractor, but only if City of Pico Rivera as the Lead Agency provides documentation that the County has refused or is unavailable to perform the work.

5. Payment of reimbursement request(s) shall be processed no later than sixty (60) calendar days from the date the payment request is submitted by the Lead Agency in accordance with Section 6 of this AGREEMENT.

B. In case of multi-jurisdictional damages, City of Pico Rivera agrees to be the Lead Agency and shall be responsible for the repair of the total entire damaged area regardless of the jurisdictional location of the damage area. Upon notice of damage to one or more areas of the BRIDGE, the knowledgeable Jurisdiction shall notify City of Pico Rivera as the lead agency, and any other CITY of the damage in its JURISDICTION. Upon notification the Lead agency shall initiate the repair work within sixty (60) calendar days and notify the other CITY or CITIES of such initiation.

C. In case of an emergency situation, as defined by Public Contract Code Section 1102, or in an instance whereby the motoring public is immediately and severely impacted by damage to the BRIDGE, City of Pico Rivera as the Lead Agency shall upon being notified or noticing shall initiate repairs within five (5) working days and submit a request for reimbursement to the other two CITIES. Payment of reimbursement request(s) shall be processed no later than sixty (60) calendar days from the date the payment request is submitted by the Lead Agency in accordance with Section 6 of this AGREEMENT.

Should City of Pico Rivera as the Lead Agency fail to initiate the work and/or provide notification to the other CITIES within five (5) working days of obtaining actual knowledge or receiving notice of the damage by another Party to this AGREEMENT, the City of Downey shall assume the role of the Lead Agency by providing twenty-four (24) hours advance notification to the other CITIES. If the City of Downey fails to initiate the work and/or provide notice to the other CITIES after an additional five (5) working days, the City of Commerce shall assume the role of the Lead Agency after twenty-four (24) hours advance notification to the other CITIES. If neither the City of Downey nor the City of Commerce accepts the role of Lead Agency, the City of Pico Rivera shall remain the Lead Agency.

D. For any proposed and/or required BRIDGE improvements, CITIES shall cooperate with the Lead Agency and shall be responsible for their share of costs as cited in this AGREEMENT.

E. Upon acquiring knowledge of any spillage, leakage, migration, discharge,

release, or escape of any hazardous substance onto the BRIDGE premises, each CITY shall be responsible for immediately notifying the Los Angeles County Public Works 24-hour dispatcher by calling (800) 675-4357, or any other equivalent hazardous substance removal agency, to initiate removal of the hazardous substance, unless the CITY knows that another Party to this AGREEMENT has already provided such notice. If the spillage, leakage, or escape was caused by a Party to this AGREEMENT, then that Party shall promptly provide for the proper handling, removal, transport, disposal or other required mitigation of any such substance from premises in accordance with any applicable Federal, State, or local laws or regulations. In addition to removing any of CITY's hazardous substances, CITY shall be liable for and reimburse the other CITIES for any and all costs and expenses that CITIES may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as CITIES may incur by reason of Federal, State, local, or other laws and regulations. Notwithstanding the foregoing, CITY shall have no responsibility regarding any spillage, leakage, migration, discharge, release, or escape associated with any of its tenants, licensees, or easement holders or activities on the right of way that are not the result of CITY's acts or omissions. However, if any Party to this AGREEMENT incurs liability, solely as a result of its status as owner of the BRIDGE, for clean up or mitigation of a release or threatened release of hazardous materials at the Bridge premises, the liability shall be apportioned according to the percentages indicated in Section 3.

### **SECTION 3 CITIES' FINANCIAL RESPONSIBILITY**

Based on the percentage of bridge deck area located within each CITY's respective jurisdiction indicated in the Los Angeles County biannual bridge inspection report, each jurisdictional share of all costs, expenses, or liabilities allocated in this AGREEMENT, unless otherwise specified, shall be as follows: City of Commerce, twenty-three percent (23%), City of Downey, twenty-seven percent (27%) and City of Pico Rivera, fifty percent (50%).

### **SECTION 4 TERMS OF THE AGREEMENT**

The AGREEMENT shall become effective commencing upon the date of full execution of this AGREEMENT by CITIES and shall remain in full force and effect, subject to the right of the CITIES to terminate, by giving written notice to each other City with at least one hundred and eighty (180) calendar days' prior written notice.

### **SECTION 5 ASSIGNMENT**

If any CITY wishes to transfer responsibility for repair and maintenance of the BRIDGE, that CITY shall make a written request for such transfer to the other CITIES. Consent to the transfer of responsibility shall be in each of the other CITIES' sole discretion and written approval. If such transfer is approved, a new agreement ("Novation") must be signed by the assignee city and all costs to prepare and process the new AGREEMENT shall be borne by the assignor city. No CITY requesting the transfer of the AGREEMENT shall be released from any obligations under this AGREEMENT unless

specified in the Novation and shall not be effective until the assignee assumes such obligations under the Novation.

## **SECTION 6     NOTICES**

Any and all notices to be given or documents to be delivered by any CITY to either or both of the other two CITIES, or their agent(s), may be delivered in person, by private courier, or may be deposited in the U.S. mail, duly registered or certified, with postage prepaid and addressed as follows:

If to City of Commerce:                   Attention: Gina Nila  
Public Works Department  
2535 Commerce Way  
Commerce, CA 60040-1487

If to City of Downey                       Attention: Edwin J. Norris  
Interim Public Works Director/City Engineer  
11111 Brookshire Avenue  
Downey, CA 90241-7016

If to City of Pico Rivera                 Attention: Noe Negrete  
Public Works Director/City Engineer  
6615 Passons Boulevard  
Pico Rivera, CA 90660-1016

## **SECTION 7     INSURANCE**

### CITIES SELF INSURED

Each CITY is self-insured or insured through coverage purchased on its own accord. If an actuarial or other study/report indicates that there are insufficient funds and/or assets to properly fund a CITY's insurance needs, that CITY will immediately notify the other CITIES in accordance with Section 6.

### INSURANCE REQUIREMENTS FOR CONTRACTORS

If the work contemplated under this AGREEMENT is performed by contractors, each CITY shall require its contractors and subcontractors to maintain in full force and effect, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the CITY, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the CITIES that shall be presented or delivered to the CITIES with a signed copy of this AGREEMENT.

Worker's Compensation and Employer's Liability insurance coverage satisfying the laws of the State of California requirements, which includes Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per accident. Each CITY, along with its

respective governing board, officers, and employees shall be named as additional insured on all policies of liability insurance (other than Worker's Compensation and Auto Liability) only as it pertains to this AGREEMENT.

## **SECTION 8      INDEMNIFICATION**

A. Each CITY shall indemnify, defend and hold harmless the other CITIES, their elected and appointed officers, officials, employees, agents and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the indemnifying CITY's or CITY's officers', officials', employees', contractors', subcontractors', agents' and volunteers' performance of any work, or breach of any obligations under this AGREEMENT, except for, and to the extent that, any such loss or damage is caused by the negligence or willful misconduct of the other CITIES or their officers, officials, employees, contractors, subcontractors, agents and volunteers.

B. No CITY, nor its appointed officers, officials, employees, agents and volunteers shall be responsible for any damage or liability caused by the acts or omissions of the other CITIES or their officers, officials, employees, contractors, subcontractors, agents and volunteers, even if such damage is located within the non-offending CITY's jurisdiction or the responsibility to conduct repairs falls to the non-offending CITY.

C. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an AGREEMENT (as defined in Section 895 of said Code), CITIES acknowledge that nothing in this AGREEMENT shall abridge any CITY'S' right of contribution from the other CITIES under California Code of Civil Procedure Section 875, et. al., or the indemnities provided for under this Agreement. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

## **SECTION 9      LEGAL RESPONSIBILITIES**

Each City shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the relationship created pursuant to this AGREEMENT. The CITIES shall at all times observe and comply with all such laws and regulations. Any CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of another to comply with any Section of this AGREEMENT.

**SECTION 10 NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of the CITIES, or their designees or agents, and no public official who exercises authority over responsibilities with respect to this AGREEMENT during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed associated with this AGREEMENT.

**SECTION 11 GOVERNING LAW; SEVERABILITY**

This AGREEMENT is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any litigation concerning this AGREEMENT shall take place in the state or federal district court with jurisdiction over the BRIDGE.

If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected, and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

**SECTION 12 NON-WAIVER OF TERMS, RIGHTS, AND REMEDIES**

Waiver by any CITY of any one or more of the conditions of performance under this AGREEMENT shall not be a waiver of any other condition of performance under this AGREEMENT. In no event shall the making by a CITY of any payment to any other CITY constitute or be construed as a waiver by payor CITY of any breach of covenant, or any default which may then exist on the part of the payee CITY, and the making of any such payment by a CITY shall in no way impair or prejudice any right or remedy available to it with regard to such breach or default.

**SECTION 13 ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

CITIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.



**SECTION 14 AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of the parties named below warrant and represent that they have the authority to execute this AGREEMENT on behalf of their City and have the authority to bind the CITY to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by:

**City of Commerce**

DocuSigned by:  
*Oralia Rebollo*  
By: \_\_\_\_\_  
4C8D6E503B454E1  
Oralia Y. Rebollo, Mayor

4/19/2023  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

DocuSigned by:  
By: *Noel Tapia*  
\_\_\_\_\_  
84828386E7F687A...  
Noel Tapia, City Attorney


[Signatures continued to the following page]

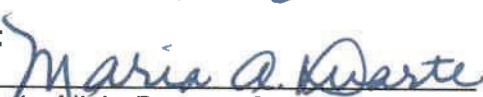
City of Downey

By:   
Claudia M. Frometa, Mayor

Date: 06-13-23

**APPROVED AS TO FORM:**

By:   
Lauren Langer, City Attorney  
*intuim*

**ATTEST:**  
By:   
Maria Alicia Duarte, CMC  
City Clerk

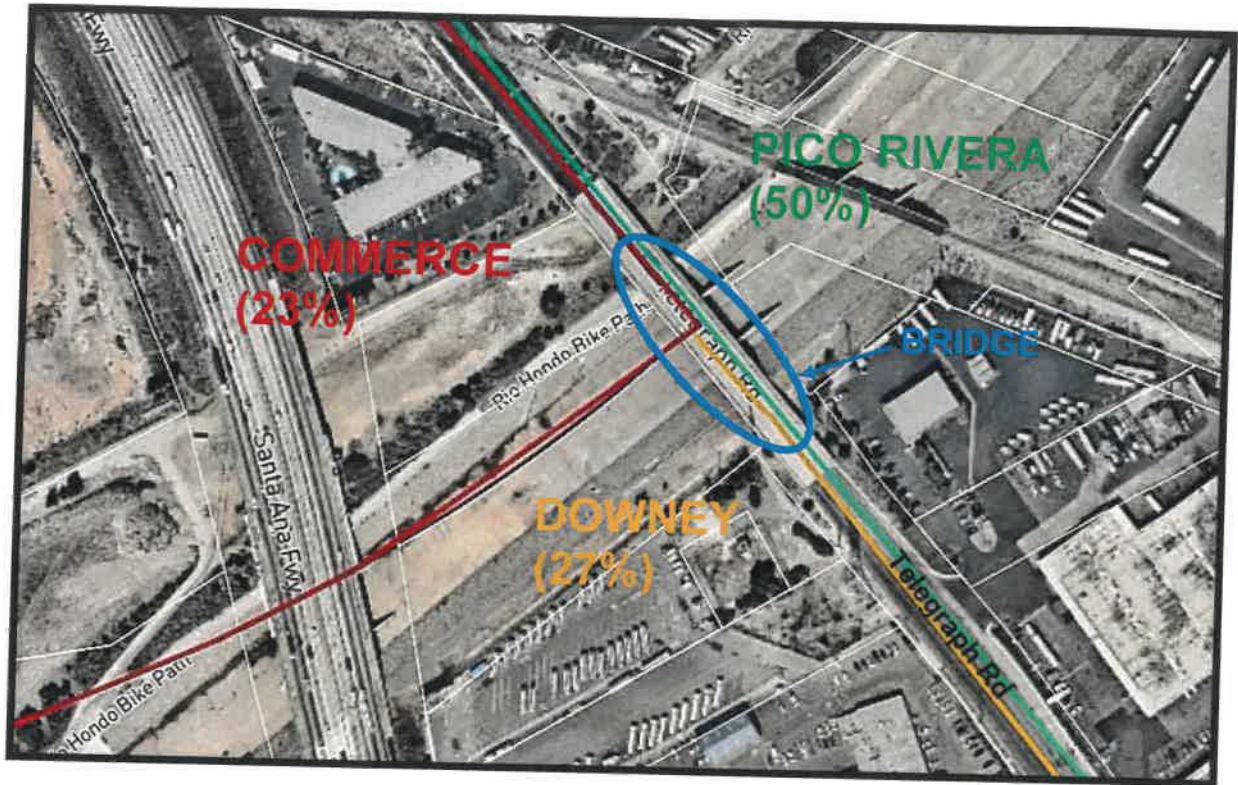
[Signatures continued to the following page]





**EXHIBIT "A"**

**Telegraph Bridge Over Rio Hondo Channel**







**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** RESURFACING OVERLAY AND RECONSTRUCTION PROJECT (CIP NO. 50048) – APPROVE CONTRACT CHANGE ORDER NO. 1

**Recommendation:**

1. Approve Contract Change Order (CCO) No. 1 (Enclosure 1) for changes to the contract plans and specifications for the Resurfacing Overlay and Reconstruction Project, CIP No. 50048 (Project), in the amount of \$188,471.61 for a total not-to-exceed construction contract amount of \$9,003,616.61;
2. Authorize the City Manager or his designee to issue CCO No. 1 for the Project; and
3. Approve increasing Task Order to PPM Group (Enclosure 2) for additional construction management and inspection services for the Project in the amount of \$104,842.50, for a total not-to-exceed task order amount of \$237,682.50.

**Fiscal Impact:**

CIP No. 50048 budget included \$8,995,000 in Certificate of Participation (COP) Fund (Account No. 305.70.7300.54500-50048), \$800,000 in SB1 Fund (Account No. 202.70.7300.54500-50048), and \$250,000 in Cal Recycle Fund (Account No. 671.70.7300.54500-50048). The combined appropriations for this Project total \$10,045,000. Sufficient funding is available for the CCO and task order change requests. No additional funding is needed at this time, and there is no fiscal impact to the General Fund.

**Discussion:**

The scope of the Project includes street resurfacing, reconstruction (where poor pavement and/or the subgrade has degraded to the extent that resurfacing would not be

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
 RESURFACING OVERLAY AND RECONSTRUCTION PROJECT (CIP NO. 50048) –  
 APPROVE CONTRACT CHANGE ORDER NO. 1  
 Page 2 of 3

effective), replacement of damaged curb and gutter, reconstruction of cross gutters prone to local flooding, new striping, and the necessary replacement of traffic signs.

On January 25, 2022, the City Council authorized a construction award to R.J. Noble Company in the amount of \$8,815,145 and authorized the Public Works Director to process change orders in an amount not-to-exceed 10% of the total construction contract amount, as needed, up to \$881,515 for construction contingency. Change Order No.1 is required in the amount of \$188,471.61 for a total contract amount of \$9,003,616.61.

On December 13, 2021, a request for task proposals (RFTP) was sent to pre-qualified firms under the City’s on-call agreements to provide construction management and inspection services. Staff evaluated and selected PPM Group, Inc. to provide construction management and inspection services for a not-to-exceed amount of \$132,840. Issuance of the task for construction management and inspection services to PPM Group, Inc. was in accordance with the current on-call agreement. The PPM Group, Inc. has requested a purchase order increase in the amount of \$104,842 due to construction schedule time extensions, schedule delays, utility coordination delays and the additional scope of work items requested by the City.

Contract Change Order No. 1

The changes to the plans and specification to be approved by Contract Change Order No. 1 include the following eight (8) items:

Item No.	Description of Change	Change in Contract Price
1.	Removal of two (2) trees on Gallatin Road near Durfee Avenue	\$5,200.00
2.	Reimbursement for payment of Pico Water District for lowering four (4) water service lines on Lexington Road North of Whittier Boulevard, needed to regrade roadway	\$35,138.45
3.	Additional striping for Gallatin Road bike lane(s)	\$13,138.45
4.	Increase in asphalt Oil and Trucking price per Caltrans industry index	\$198,151.93
5.	Additional striping for crosswalks at Coffman and Pico Road and Noroco Drive	\$1,602.06
6.	Additional work at El Atacor #2 at Whittier Boulevard and Lindsay Avenue. for ADA compliance	\$3,901.98
7.	Additional striping at Paramount Boulevard for school crosswalk legends	\$5,138.74
8.	Deduction (credit) of existing Macadam used as basecourse	(\$73,800.00)

**Net Change in Contract Price: \$188,471.61**

For the eight (8) items above, a time extension of 173 non-compensatory working days is added to the contract for inclement weather, additional removal and replacement of existing concrete flatwork, utility conflicts, and asphalt-industry procurement issues. The revised last day of work as authorized by this change order will be May 16, 2023.

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
RESURFACING OVERLAY AND RECONSTRUCTION PROJECT (CIP NO. 50048) –  
APPROVE CONTRACT CHANGE ORDER NO. 1  
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An additional change order is being negotiated to address the lapse in contractual time through completion.

Task Order Increase

On-call construction services are paid by the actual hours spent on the job. PPM's original Task Order was for an amount of \$132,840, which correlates with 868 man-hours. Due to the additional construction time extension as discussed above, PPM's request for the additional \$104,842 represents the actual additional time spent on the Project plus the estimated time to finish. Any remaining balance in the Purchase Order upon project completion will be returned to the fund balances.

**Conclusion:**

Staff recommends authorization of Contract Change Order No. 1 to be issued by the City Manager or his designee to R.J. Noble Company in the amount of \$188,471.61 for a total not-to-exceed construction contract amount of \$9,003,616.61, and authorization of increased Task Order to PPM Group to be issued by the City Manager or his designee for additional construction management and inspection services in the amount of \$104,842.50, for a total not-to-exceed task order amount of \$237,682.50.



Steve Carmona

SC:NN:GE:MA:np

- Enclosures: 1) Contract Change Order No. 1  
2) Task Order to PPM Group





**CITY OF PICO RIVERA  
PUBLIC WORKS DEPARTMENT**

**CONTRACT CHANGE ORDER NO. 1**

PROJECT NAME: PAVEMENT REHABILITATION OVERLAY AND RECONSTRUCTION

TO: R.J. NOBLE COMPANY

You are hereby instructed to comply with the following unforeseen changes from the Contract Plans and Specifications:

<b>SUMMARY OF CHANGES</b>		
<b>Description (Detailed Explanation Attached)</b>	<b>Change in Contract Price<sup>1</sup></b>	<b>Change in Work Days</b>
1. Remove 2 trees on Gallatin Rd near Durfee: <ul style="list-style-type: none"> <li>• Roots creating a safety hazard to public</li> <li>• Lump sum (Attachment 1)</li> </ul>	\$5,200.00	5
2. To reimburse Pico Water District for lowering four (four) water service lines on Lexington North of Whittier Blvd to regrade road and property owner yard per plan: <ul style="list-style-type: none"> <li>• Lump sum (Attachment 2)</li> </ul>	\$35,138.45	10
3. Additional striping work for design changes to Gallatin Road to accommodate bike lanes: <ul style="list-style-type: none"> <li>• Per revised striping drawings</li> <li>• Lump sum (Attachment 3)</li> </ul>	\$13,138.45	10
4. Asphalt Oil and Trucking price increase per industry (Caltrans) index attached: <ul style="list-style-type: none"> <li>• Lump sum (Attachment 4)</li> </ul>	\$198,151.93	0
5. Additional striping for crosswalks at Coffman and Noroco: <ul style="list-style-type: none"> <li>• Existing striping not per standards and damaged</li> <li>• Lump sum (Attachment 5)</li> </ul>	\$1,602.06	5
6. Additional work at El Atacor #2 at Whittier Blvd. and Lindsay Ave. for ADA compliance: <ul style="list-style-type: none"> <li>• Remove tiles and phone booth</li> <li>• Refinish the railing and paint same</li> <li>• Install bollards 9145 Whittier Blvd.</li> <li>• Lump sum (Attachment 6)</li> </ul>	\$3,901.98	10
7. Additional striping at Paramount for school crosswalk legends: <ul style="list-style-type: none"> <li>• Lump sum (Attachment 7)</li> </ul>	\$5,138.74	5



8.	Deduction of base course: <ul style="list-style-type: none"> <li>Existing Macadam used as basecourse</li> <li>Line item adjustment</li> <li>Credit of 600 tons at \$123/ton</li> </ul>	\$(73,800.00)	0
9.	Rain Days: <ul style="list-style-type: none"> <li>Verified days where work could not proceed due to inclement weather</li> <li>Uncompensated workdays</li> </ul>	0	48
10.	Additional Working Days for: <ul style="list-style-type: none"> <li>Additional concrete removal and replacement</li> <li>Uncompensated workdays</li> </ul>	0	40
11.	Additional Working days for: <ul style="list-style-type: none"> <li>Utility conflicts and delay due to oil prices and asphalt procurement</li> <li>Uncompensated workdays</li> </ul>	0	40
<b>Net Change in Contract Price and Work Days</b>		<b>\$188,471.61</b>	<b>173</b>

<sup>1</sup>Deduction or decrease in Contract Price is denoted in parentheses.

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..... \$8,815,145.00  
 CCO1 ..... \$188,471.61  
 TOTAL..... \$9,003,616.61

**SUMMARY OF WORKING DAYS**

FIRST DAY OF WORK: ..... 6/20/2022  
 CONTRACT WORKING DAYS: ..... 80  
 TIME EXTENSION: CCO 1 ..... 173  
 NEW TOTAL WORKING DAYS: ..... 253  
 LAST DAY OF WORK: ..... 5/16/2023





CITY OF PICO RIVERA  
Project No. 50048

The original Contract Price was (\$8,815,145.00). Contract Change Order No. 1 increased the Contract Price by (\$201,610.06). The new Contract Price will be \$9,016,755.06, resulting in an increase of approximately 2.287% to the original Contract.

The original Contract Time of 80 Working Days has been extended by 173 working days per Change Order No. 1.

Recommended by: Zouheir Saleh, PE *Zouheir Saleh* Date: 06/07/2023  
Construction Manager

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Manager

Ordered: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Director

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: *Ryan Overman* *[Signature]* Date: 6/7/2023

Title: *Project Manager*



May 10, 2023

To: City of Pico Rivera  
Att.: Michael Ackerman  
Interim City Engineer

Project: Street Rehabilitation at Various Location  
Project Number: CIP No. 50048

From: PPM Group Inc.  
Zouheir Saleh  
Construction Manager

Subject: Additional CM Funding for Project No. 50048

Dear Mr. Ackerman,

Per our discussion and your concurrence, please, we are requesting a change order for the **sum of \$104,842.50** to cover our CM fees as shown on the breakdown table below. This sum includes our anticipated work for May 2023.

As you are aware, this project was originally scheduled to be completed in 80 working days. The first day of work was 6/20/22. However, we are still in the final punch list phase, and the delayed is to the following factors:

1. Various street work and over 44 streets. Efficiency in scheduling concurrent work was not well planned.
2. Lack of consistency in keeping work schedules
3. Fiber Optic work by others at various work locations was not completed in timely manner which forced contractor to reschedule start of his work and only did laying out and other minor work.
4. Additional curb removal request by city.
5. Asphalt replacement not noted in the plans and city requested removal.
6. Design delays on some of the issues such as addition of ADA ramps
7. At Lexington lowering the water meters. The contractor wanted municipal to do it. It took three months delay to schedule them.
8. Galeton stripping delayed two months until city decided on bicycles lane configurations.
9. Lindsey and Whittier new configuration. One month delay by design to resolve ADA issues.

10. Contractor modified their work schedule activities around and scattered their work during these delays.

We are requesting additional funds in order to pay PPM Group for previous months (approved) and projected month of May as shown in the table below.

Approved Original CM Budget	\$132,840.00
Remaining Budget as of December 2022	<b>\$12,402.50</b>
<b>Outstanding Invoices</b>	<b>Amount</b>
December Billing (Actual)	\$23,900.00
January Billing (Actual)	\$21,615.00
February Billing (Actual)	23,295.00
March Billing (Actual)	\$17,060.00
April Billing (Actual)	\$12,975.00
May Billing (Estimated)	\$18,400.00
<b>Total CM Budget Needed</b>	<b>\$117,245.00</b>
Remaining Budget as of December 2022	<b>-\$12,402.50</b>
<b>Total CCO Required</b>	<b>\$104,842.50</b>

We would appreciate expediting the processing of this request.

*Respectfully,*

*Zouheir Saleh*

Zouheir Saleh, PE, CCM, QSP/D  
 Senior Project/Construction Manager



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** CITYWIDE TRAFFIC SIGNAL UPGRADES (CIP NO. 21348), FEDERAL PROJECT NO. HSIPL-5351 (037) – NOTICE OF COMPLETION

**Recommendation:**

1. Accept the work completed for the Citywide Traffic Signal Upgrades Project, HSIPL-5351 (037) (CIP No. 21348), constructed by California Professional Engineering, Inc. and authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder;
2. Approve contract change orders in the total amount of \$102,655 for additional work performed on the project and authorize the City Manager or his designee to execute contract change orders; and
3. Authorize the City Manager to release the retention and all other monies due in accordance with the statutory waiting period upon recordation of the Notice of Completion.

**Fiscal Impact:**

In fiscal year (FY) 2016-17, the City was awarded a Federal Highway Safety Improvement Program (HSIP) - Cycle 7 Grant in the amount of \$853,100 (Fund 698) to be used for Traffic Signal Upgrades. Additionally, \$1,010,000 in Proposition C funds (Fund 206) had been appropriated for this project in FY 2020-21 and FY 2021-22. The total project funding is \$1,863,100 for the design and construction of the project. The total approximate project expenditure is \$1,740,111. No additional funding is required, and there is no fiscal impact to the General Fund.

**Discussion:**

In November 2015, the City was awarded a grant for a Federal HSIP - Cycle 7 program to improve traffic signals at various intersections throughout the City. The project was programmed into the City's Capital Improvement Program as the Citywide Traffic Signal

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
CITYWIDE TRAFFIC SIGNAL UPGRADES (CIP NO. 21348), FEDERAL PROJECT NO.  
HSIPL-5351 (037) – NOTICE OF COMPLETION  
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Upgrades Project (CIP No. 21348), Federal Project No. HSIPL-5351 (037). This project consists of traffic signal modifications, including but not limited to, signal hardware upgrades and installation of emergency vehicle preemption devices at the following 19 intersections, as applicable:

1. Beverly Boulevard and Acacia Avenue
2. Paramount Boulevard and Washington Boulevard
3. Rosemead Boulevard and Mines Avenue
4. Rosemead Boulevard and Slauson Avenue
5. Rosemead Boulevard and Telegraph Road
6. Rosemead Boulevard and Washington Boulevard
7. Rosemead Boulevard and Whittier Boulevard
8. Slauson Avenue and Passons Boulevard
9. Whittier Boulevard and Acacia Avenue
10. Whittier Boulevard and Durfee Avenue
11. Whittier Boulevard and Gregg Road
12. Whittier Boulevard and Lexington Road
13. Whittier Boulevard and Lindsey Avenue
14. Whittier Boulevard and Passons Boulevard
15. Beverly Boulevard and Rosemead Boulevard
16. Beverly Road and Rosemead Boulevard
17. Paramount Boulevard and Mines Avenue
18. Paramount Boulevard and Slauson Avenue
19. Whittier Boulevard and Paramount Boulevard

On June 21, 2021, City Council awarded a contract to California Professional Engineering, Inc. in the amount of \$1,304,785 for the construction of CIP No. 21348. The final construction contract amount with California Professional Engineering, Inc. is \$1,407,440, which includes two (2) construction change orders (Enclosure 1) in the amount of \$102,655 that were deemed necessary to address unforeseen conditions. The following tables below provide a summary of the contract change orders.

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**Change Order No. 1**

The changes to the plans and specification to be approved by Change Order No. 1 include the following four (4) items:

<b>Item No.</b>	<b>Description of Change</b>	<b>Change in Contract Price</b>
1.	Remove and replace traffic signal pole at Whittier Boulevard and Acacia Avenue	\$41,810.35
2.	Traffic signal pole modifications at Beverly Boulevard and Acacia Avenue	\$15,493.83
3.	Traffic signal modifications at Whittier Boulevard and Gregg Road	(\$803.28)
4.	Time Extension	\$0.00

**Total Change in Contract Price: \$56,500.90**

**Change Order No. 2**

The changes to the plans and specification to be approved by Change Order No. 2 include the following 13 items:

<b>Item No.</b>	<b>Description of Change</b>	<b>Change in Contract Price</b>
1.	D-4 software for traffic signal controllers	\$8,432.49
2.	New traffic signal head at Whittier Boulevard and Lexington Road	\$1,154.65
3.	Relocate pull box at northwest corner of Whittier Boulevard and Lindsey Avenue	\$2,804.85
4.	Furnish and install GPS-Emergency Vehicle Pre-Emption device at Whittier Boulevard and Lindsey Avenue	\$12,517.80
5.	Furnish and install modified foundations for traffic signal poles at Whittier Boulevard and Gregg Road	\$12,372.11
6.	Remove streetlight pole at Whittier Boulevard and Gregg Road	\$3,711.46
7.	Furnish and install photocell for illuminated street name signs at Whittier Boulevard and Lindsey Avenue	\$919.55
8.	Relocate existing pedestrian push button pole at Whittier Boulevard and Gregg Road	\$3,925.35

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
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9.	Additional potholing for traffic signal poles at Whittier Boulevard and Gregg Road	\$1,285.09
10.	Furnish and install additional pull boxes	\$2,600.00
11.	Credit for labor and equipment to install luminaires	(\$2,975.00)
12.	Credit for labor and equipment to install Type 15TS traffic signal pole foundations	(\$594.25)
13.	Time Extension	\$0.00

**Total Change in Contract Price:     \$46,154.10**

The tables below summarize the total project cost and funding:

Funding Category	Budget
Highway Safety Improvement Program – Fund 698	\$853,100
Prop C – Fund 206	\$1,010,000
<b>TOTAL PROJECT BUDGET:</b>	<b>\$1,863,100</b>

Project Activity	Cost
Project Administration	\$80,000
Design	\$108,813
Construction	\$1,304,785
Construction Change Order Nos. 1 and 2	\$102,655
Construction Management & Inspection	\$143,858
<b>TOTAL PROJECT COST:</b>	<b>\$1,740,111</b>

<b>TOTAL PROJECT FUNDING:</b>	<b>\$1,863,100</b>
<b>TOTAL PROJECT EXPENDITURE</b>	<b>\$1,740,111</b>
<b>ESTIMATED AMOUNT REMAINING:</b>	<b>\$122,989</b>

Construction was completed on June 8, 2023. Delays in the completion of the construction contract were due to material procurement for traffic signal poles and conflicts with underground utilities. The final walk through, punch list items, and project administration have been completed. Staff recommends the filing of the Notice of Completion with the Los Angeles County Registrar-Recorder.

**Conclusion:**

The total cost of the project, including design, project administration, construction management, inspection, and labor compliance services is \$1,740,111. The remaining fund balance of \$122,989 will be unencumbered and moved back to the City's local return Prop C fund balance to be allocated for future capital improvement projects. Staff recommends filing the Notice of Completion with the Los Angeles County Registrar-Recorder, approve Change Order Nos. 1 and 2, and releasing the retention to California Professional Engineering, Inc., following the statutory waiting period upon the recordation of the Notice of Completion.



Steve Carmona

SC:NN:KG:np

Enclosure: 1) Construction Change Order Nos. 1 and 2



**CITY OF PICO RIVERA  
PUBLIC WORKS DEPARTMENT  
Capital Projects Division**

**CONTRACT CHANGE ORDER NO. 1**

PROJECT NAME: Traffic Signal Upgrades Citywide Project

TO: California Professional Engineering, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

<b>SUMMARY OF CHANGES</b>		
<b>Description (Detailed Explanation Attached)</b>	<b>Change in Contract Price<sup>1</sup></b>	<b>Change in Work Days</b>
1. Additional Traffic Signal Pole "G" at Whittier & Acacia	\$41,810.35	
2. Traffic Signal Modification at Beverly & Acacia	\$15,493.83	
3. Traffic Signal Modification at Whittier & Gregg	(\$803.28)	
4. Time Extension – Supply Chain Shortage Due to COVID	\$0.00	125
<b>Net Change in Contract Price and Work Days</b>	<b>\$56,500.90</b>	<b>125</b>

<sup>1</sup>Deduction or decrease in Contract Price is denoted in parentheses.

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 .....\$1,304,785.00  
CCO1 .....\$56,500.90  
TOTAL .....\$1,361,285.90

**SUMMARY OF WORKING DAYS**

FIRST DAY OF WORK: ..... October 25, 2021  
CONTRACT WORKING DAYS: ..... 160  
TIME EXTENSION: CCO 1 ..... 125  
NEW TOTAL WORKING DAYS: ..... 285  
LAST DAY OF WORK: ..... December 15, 2022





### CHANGE ORDER DETAIL

Change Order No.: 1

Project Name: CIP No. 21348 - Traffic Signal Update Citywide Projects

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: Additional Traffic Signal Pole "G" at Whittier & Acacia

A. Reason for Change:

The City of Pico Rivera requested additional work to replace a damage traffic signal pole "G" at the SW corner of Whittier and Acacia. This traffic signal pole was not include in the original bid package Plan Sheets because damage to this pole happen after bid was accepted.

B. Description of Change:

Memo to Designer No. 1 directed the Contractor to remove existing pole, equipment, and foundation completely Install new foundation, pole, mast arm, and associated equipment as shown on Plan Sheet 5 at the SW corner of Whittier and Acacia.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
01	Additional Traffic Signal Pole "G" at Whittier & Acacia	1 LS	\$41,810.35	1	1	1	\$41,810.35

C. Change in Contract Cost:  
Add \$41,810.35

D. Change in Completion Date:  
Add 0 Working Days



**Item No. 2: Traffic Signal Modification at Beverly & Acacia**

A. Reason for Change:

During potholing activities, underground utility conflicts were encountered at proposed traffic signal pole location E. Signal pole E location changed in the field leading to a modification of the pole type to increase of the size of signal mast arm. Refer to Plan Sheet 3 at Beverly & Acacia for details

B. Description of Change:

Traffic signal pole modification for pole E from Type 24-4-100 to Type 26-4-100 with a change to the mast arm from 35' to 40'.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
02	Beverly & Acacia Potholing Change to Standards	1 LS	\$15,493.83	1	1	1	\$15,493.83

C. Change in Contract Cost:  
Add \$15,493.83

D. Change in Completion Date:  
Add 0 Working Days

**Item No. 3: Traffic Signal Modification at Whittier and Gregg**

A. Reason for Change:

During potholing activities, underground utility conflicts were encountered at proposed traffic signal pole locations. Signal pole B location changed in the field leading to a modification of the pole type to decrease the pole size. Refer to Plan Sheet 6 at Whittier & Gregg for details.

B. Description of Change:

Traffic signal pole modification for pole B from Type 1-A to Type PPB Post.



ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
03	Whittier & Gregg Potholing Change to Standards	1 LS	(\$803.28)	1	1	1	(\$803.28)

C. Change in Contract Cost:  
Deduct (\$803.28)

D. Change in Completion Date:  
Add 0 Working Days

**Item No. 4: Time Extension – Supply Chain Shortage Due to COVID**

A. Reason for Change:

A total of 125 working days are added to the contract due to procurement time of project materials, caused by the COVID-19 Pandemic impact to the Global supply chain.

B. Description of Change:

No cost contract time extension due to the delays by other outside of the Contractor's control.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
04	Time Extension Supply Chain Shortage Due to COVID	1 LS	\$0.00	1	1	1	\$0.00

C. Change in Contract Cost:  
Add \$0.00

D. Change in Completion Date:  
Add 125 Working Days

**SIGNATURE PAGE TO FOLLOW:**



The original Contract Price was (\$1,304,785.00). Contract Change Order No. 1 (Final) increased the Contract Price by (\$56,500.90). The new Contract Price will be \$1,361,285.90, resulting in an increase of approximately 4.33% to the original Contract. The original Contract Time of 160 Working Days was extended by 125 Working Days per Change Order No. 1 (Final). The last contract Working Day is December 15, 2022.

Ordered: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Interim Director

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
Interim Deputy Director

Concurred by: Albert Mills \_\_\_\_\_ Date: 10/31/22  
Construction Manager

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: Tracy Sooc TS \_\_\_\_\_ Date: 10/27/2022  
Title: Project Manager \_\_\_\_\_

**CITY OF PICO RIVERA  
PUBLIC WORKS DEPARTMENT  
Capital Projects Division**

**CONTRACT CHANGE ORDER NO. 2**

PROJECT NAME: Traffic Signal Upgrades Citywide Project, HSIPL-5351 (037), CIP 21348

TO: California Professional Engineering, Inc.

Contract Changer Order No. 2 shall constitute full compensation for all the changes associated with Change Order No. 2. Said changes are a result of negotiations between the City and California Professional Engineering, Inc., for purposes of addressing unforeseen conditions, and additional scope of work for the subject project. The Contractor is to furnish equipment, materials, labor and perform all work as necessary or required to complete the Change Order items at the prices agreed upon between the City and Contractor.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

<b>SUMMARY OF CHANGES</b>			
	<b>Description (Detailed Explanation Attached)</b>	<b>Change in Contract Price<sup>1</sup></b>	<b>Change in Working Days</b>
2.1	Additional Scope of Work • D-4 Software Firmware for Controllers	\$8,432.49	0
2.2	Additional Scope of Work • New Traffic Signal Head at Whittier Lexington Pole D	\$1,154.65	0
2.3	Additional Scope of Work • Relocate Pull Box at NW Corner of Whittier and Lindsey	\$2,804.85	0
2.4	Additional Scope of Work on T&M • Furnish & Install GPS-EVPE Unit at Whittier and Lindsey	\$12,517.80	0
2.5	Additional Scope of Work on T&M • Per RFI No. 5 Furnish & Install Redesigned Cages for Pole C&D Foundations at Whittier and Gregg	\$12,372.11	77
2.6	Additional Scope of Work • Remove Pole & Street Light, at Whittier and Gregg	\$3,711.46	0
2.7	Additional Scope of Work T&M • Per RFI No.4 Furnish & Install Photocell for Illuminated Street Signs at Whittier and Lindsey	\$919.55	0
2.8	Additional Scope of Work T&M • Relocate Existing Pedestrian Push Button Pole on the NE Side Whittier and Gregg	\$3,925.35	0
2.9	Additional Scope of Work T&M • Per RFI No. 3 Additional Potholing for Pole C&D Foundations at Whittier and Gregg	\$1,285.09	26



2.10	Additional Scope of Work <ul style="list-style-type: none"> <li>Per RFI No. 2 Furnish and install 4ea additional #5 Pull Boxes at various locations</li> </ul>	\$2,600.00	0
2.11	Credit for Laborer & Equipment for Luminaires	(\$ 2,975.00)	0
2.12	Credit for Laborer & Equipment to Install 2 Type 15TS Foundations	(\$594.25)	0
2.13	Time Extension	\$0.00	16
<b>Total</b>		<b>\$46,154.10</b>	<b>119</b>

1 Deduction or decrease in Contract Price is denoted in parentheses.

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	\$1,304,785.00
CCO1.....	\$ 56,500.90
CCO2.....	\$ 46,154.10
<b>TOTAL.....</b>	<b>\$1,407,440.00</b>

**SUMMARY OF WORKING DAYS**

<b>FIRST WORKING DAY.....</b>	<b>October 25, 2021</b>
Working days specified in Contract.....	160 working days
<b>ORIGINAL COMPLETION DATE.....</b>	<b>June 15, 2022</b>
Administrative Delay .....	109 working days
Non-working days due to weather delays by previous Change Orders.....	0 working days
Non-working days due to weather delays by this Change Order.....	10 working days
Contract Time Extensions by previous Change Orders.....	125 working days
<b>Contract Time Extensions by this Change Order.....</b>	<b>119 working days</b>
<b>Total Contract Time Extensions by this and previous Change Order:</b>	<b>244 working days</b>
<b>REVISED COMPLETION DATE.....</b>	<b>June 8, 2023</b>





**CHANGE ORDER DETAIL**

Change Order No.: 2

Project Name: Traffic Signal Upgrades Citywide Project, HSIPL-5351 (037), CIP 21348

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; and (C) Change in Contract Costs.

**Item No. 1: D-4 Software Firmware for Controllers**

A. Reason for Change:

After the Contractor dropped off the 2070LX Controllers to LA County Signal Shop for testing, the County contacted the City of Pico Rivera informing them that the D4 firmware program were not installed in the controllers. Per Technical Provisions TP-25, Los Angeles County will furnish timing sheets and D4 program. The County was unable to furnish the D4 program due to program licensing issues.

B. Description of Change:

Provide D4 firmware and install them on the 2070LX Controller Cabinets located at the LA County Signal testing facility.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
01	D-4 Software for Controller Cabinets	LS	\$8,432.49	1	1	1	\$8,432.49

C. Change in Contract Cost:

Add \$8,432.49

**Item No. 2: Traffic Signal Modification at Whittier & Lexington Pole D**

A. Reason for Change:

While working on the intersection of Whittier and Lexington it was noticed that the Contractor installed the old signal head on Pole "D". Contract Plan Sheet 7 shows that the near side head is to be re-used per the symbol. The City requested that a new signal head be installed at this location.



B. Description of Change:

Traffic signal pole modification for Pole D. Remove existing signal head and install new signal head.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
02	Traffic Signal Modification at Whittier & Lexington Pole D	LS	\$1,154.65	1	1	1	\$1,154.65

C. Change in Contract Cost:  
 Add \$1,154.65

**Item No. 3: Added Scope – Relocate Pull Box at NW corner of Whittier & Lindsey**

A. Reason for Change:

City of Pico Rivera's PM requested to relocate a pullbox due to curb ramp conflict that was not included in the Contract Plan Sheets at the NW corner of Whittier & Lindsey. Email was sent to CPE and quote was accepted.

B. Description of Change:

Remove and replace #5 Christy Pull Box with Traffic Signal Lid, move existing wiring from existing pull box approximately 10 LF to avoid the Curb Ramp provide all appurtenances to complete the work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
03	Added Scope – Lower Pull Box at NW Whittier & Lindsey	LS	\$2,804.85	1	1	1	\$2,804.85

C. Change in Contract Cost:  
 Add \$2,804.85





**Item No. 4: – Furnish & Install GPS-Emergency Vehicle Pre-Emption (GPS-EVPE) Unit at Whittier and Lindsey**

A. Reason for Change:

City of Pico Rivera's PM requested the addition of an GPS-EVPE Unit which was not included in the Contract Plan Sheets at the NW corner of Whittier & Lindsey on Signal Pole A.

B. Description of Change:

Furnish and install a new GPS-EVPE Unit including the conductor wire from the controller to Pole A where the GPS-EVPE Unit was installed. This change was tracked under T&M work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
04	Furnish & Install GPS-EVPE Unit at Whittier and Lindsey	LS	\$12,517.80	1	1	1	\$12,517.80

C. Change in Contract Cost:  
Add \$12,517.80

**Item No. 5: Furnish & Install Redesigned Cage for Pole C&D Foundations Whittier/Gregg**

A. Reason for Change:

Per RFI #5, during the potholing operation the Contractor encountered unforeseen utilities that were in conflict with the proposed pole alignments. The foundation cages were redesigned to accommodate the proximity of the 8" sewer line adjacent to the foundation reinforcing steel.

B. Description of Change:

Furnish and install new reinforcing steel foundation cages for Poles C&D, special excavation was needed to hand dig the 4' bottom portion of cage configuration. A higher strength concrete mix was specified for these foundations. This change was tracked under T&M work.



ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
05	Furnish & Install Resigned Cages for Pole C&D Foundations at Whittier and Gregg	LS	\$12,372.11	1	1	1	\$12,372.11

A. Change in Contract Cost:  
 Add \$12,372.11

**Item No. 6: – Remove Existing Street Light Pole at Whittier/Gregg**

A. Reason for Change:

City of Pico Rivera’s PM requested the removal of the Street Light Pole on the NE side of Whittier and Gregg. The plans called out for SCE to remove. City PM mentioned that the street lights along Whittier Blvd. have been transfered from SCE to the City since plans were issued.

B. Description of Change:

Remove the first street light pole and add a #3.5 pull box on the NE corner of Whittier and Gregg. Remove, and salvage mast arm and bell luminaire to the City.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
06	Remove Street Light Pole, at Whittier/Gregg	LS	\$3,711.46	1	1	1	\$3,711.46

B. Change in Contract Cost:  
 Add \$ 3,711.46

**Item No. 7: – Furnish & Install Photocell for ISNS’s at Whittier/Lindsey**

A. Reason for Change:



Per RFI No. 4, there was no Photocell in the existing service cabinet, therefore the illuminated street name signs remain operating in the on position at all times. The City decided to install a photocell to have the illuminated street name signs turn on at night and off during the day.

B. Description of Change:

Furnish and install a new photocell in the existing electric service cabinet located on NE corner of Whittier and Lindsey. This change was tracked under T&M work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
07	Furnish & Install Photocell for ISNS's at Whittier and Lindsey	LS	\$919.55	1	1	1	\$919.55

C. Change in Contract Cost:  
Add \$919.55

**Item No. 8: – Relocate Existing Pedestrian Push Button Pole on the NE Side of Whittier/Gregg**

A. Reason for Change:

After the curb ramp and sidewalk were layed out at the NE corner of Whittier and Gregg, it was noticed the existing pedestrian push button was about 6 inches higher from finish sidewalk grade and landed on the wing of the curb ramp. It was decided to move the pedestrian push button to the top of the back curb at the landing of the ramp which complys with the ADA specifications.

B. Description of Change:

Remove pedestrian push button pole, demo sidewalk and foundation, run a 1" conduit from the pull box adjacent to Pole C, remove existing conductor wire, backfill and recompact soil. Install foundation anchors, reset pedetrian push button pole, run and rewire conductor wire from controller cabinet to push button and drypack under anchor bolts. This change was tracked under T&M work.



ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
08	Relocate Existing Pedestrian Push Button Pole on the NE Side of Whittier and Gregg	LS	\$3,925.35	1	1	1	\$3,925.35

C. Change in Contract Cost:  
 Add \$3,925.35

**Item No. 9: – Additional Potholing for Pole C&D Foundations at Whittier/Gregg**

A. Reason for Change:

Per RFI No. 3, after potholing originally it was discovered that utilities were in conflict with the proposed locations provided on the contract plan sheet. New locations were provided per revised plan dated November 10, 2022.

B. Description of Change:

Provide two additional potholes for proposed locations at the NE corner of Whittier and Gregg. This change was tracked under T&M work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
09	Additional Potholing for Pole C&D Foundations at Whittier and Gregg	LS	\$1,285.09	1	1	1	\$1,285.09

C. Change in Contract Cost:  
 Add \$1,285.09



**Item No. 10: – Furnish and install additional #5 Pull Boxes at Various Locations**

A. Reason for Change:

Per RFI No. 2, after completing a walk through the project jobsite, it was noticed that some existing pull boxes needed to be replaced because they present a tripping hazard or damage to a point that they are not usable.

B. Description of Change:

Furnish and install additional #5 Pull Boxes at Various Locations.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
10	Furnish and install 4ea additional #5 Pull Boxes at various locations	EA	\$650	4	4	4	\$2,600.00

C. Change in Contract Cost:

Add \$2,600.00

**Item No. 11: - Credit for Laborer & Equipment for Luminaires not Installed**

A. Reason for Change:

At the start of this project the City of Pico Rivera’s PM mentioned that some LED Luminaires had recently been replaced. PM also mentioned that it was up to the Inspector’s discrepancy to determine what needed to be replaced. The net result is a credit for the City.

B. Description of Change:

Provide credit for laborer and equipment to install 17 luminaires. Per an agree price submitted of an Unit Price per 1ea = \$175.00. 17 luminaire were delivered to the City Yard.



ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
11	Luminaires Labor & Equipment Credit	LS	(\$2,975.00)	1	1	1	(\$2,975.00)

<sup>1</sup>Deduction or decrease in Contract Price is denoted in parentheses

C. Change in Contract Cost:  
 Subtract (\$2,975.00)

**Item No. 12: - Credit for Laborer & Equipment to Install Type 15TS Foundations**

A. Reason for Change:

Type 15TS foundations for Poles C and D at Whittier and Gregg were redesign due to underground utility conflicts. New foundation reinforcing cages were design more complicated then the original contract foundations. It was agreed that installations of these new redesigned foundations would be tracked under T&M work as discribed in CCO No 2.5 above. A credit is due for the original Bid Item Lump Sum for installation of standard foundations.

B. Description of Change:

Provide credit for laborer, equipment, materials to install 2 standard foundations for a Type 15TS Pole from the original Bid Item Lump Sum.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
12	Type 15TS Foundations Labor & Equipment Credit	LS	(\$594.25)	1	1	1	(\$594.25)

<sup>1</sup>Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Cost:  
 Subtract (\$594.25)





**Item No. 13: - Time Extension**

**A. Reason for Change:**

A total of 16 working days are added to the Contract due to the following:

Add a total of 10 working days to the contract due to weather delays from rain.

Add a total of 6 working days to contract due to scheduling conflict delays with the City's Median Landscaping Project.

**B. Description of Change:**

No cost contract time extension of 16 working days due to delays by others outside of the Contractor's control.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QUANTITY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
13	Time Extension	LS	1	1	1	0	0

**C. Change in Contract Cost:**

Add \$ 0.00



**CITY OF PICO RIVERA**

Ordered: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Director

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
City Project Manager

Concurred by: Albert Mulla Date: 7/5/2023  
Construction Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation, including markups, for direct and indirect costs, for any and all delay, extended or additional field and home office overhead, any and all other overhead costs, profit, supervision, 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.

[CALIFORNIA PROFESSIONAL ENGINEER, INC.]

Name: Tracy Sooc \_\_\_\_\_ Date: 06/29/2023

Title: Project Manager \_\_\_\_\_





**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION PROJECT NO. 50075, CCL-5351(041); AND ROSEMEAD BOULEVARD MEDIAN AND PARKWAY BEAUTIFICATION PROJECT NO. 50076, CCL-5351(042) – REJECT BIDS

**Recommendation:**

1. Reject all bids for the Pico Rivera - Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041); and Rosemead Boulevard Median and Parkway Beautification Project No. 50076 (Project), CCL-5351(042); and
2. Authorize the City Clerk to re-advertise the Notice Inviting Bids (NIB).

**Fiscal Impact:**

The fiscal year (FY) 2023-24 Adopted Budget includes funding for CIP No. 50075 in the amount of \$6,071,557 and CIP No. 50076 in the amount of \$5,346,557, with a total FY 2023-24 available budget of \$11,418,114. No additional appropriation is needed at this time.

**Discussion:**

The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program (CCLGP) to provide approximately \$296 million to beautify and improve local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. The goal is to reduce the amount of waste and debris within public rights-of-ways, parks, and other public spaces; enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect; enhance public health and cultural connection; and advance equity for underserved communities.

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
MAJOR CORRIDORS MEDIAN AND PARKWAY BEAUTIFICATION PROJECT NO.  
50075, CCL-5351(041); AND ROSEMEAD BOULEVARD MEDIAN AND PARKWAY  
BEAUTIFICATION PROJECT NO. 50076, CCL-5351(042) – REJECT BIDS  
Page 2 of 2

Staff formally requested proposals for design and construction support services. On September 27, 2022, the City Council awarded a Professional Services Agreement to Moore Iacofano Goltsman, Inc. (MIG, Inc.) to provide design services including bidding support, construction support, and preparation of record drawings.

On June 9, 2023, and June 16, 2023, the Notice Inviting Bids (NIB) was advertised in the *Cerritos Newspaper* and was posted on PlanetBids through the City’s website. On July 17, 2023, two (2) bids were received through PlanetBids.

The following table summarizes the bids received:

<b>Contractor</b>	<b>Amount</b>
1. Environmental Construction, Inc.	\$15,623,888
2. Nationwide Construction Services, Inc.	\$16,735,412

Upon evaluation of the bids, it was discovered that these were substantially over the engineer’s estimate by more than 50%. According to the Pico Rivera Municipal Code (PRMC), the City Council has the authority to reject all bids. PRMC Section 3.20.150, Rejection of Bids, states: “In its discretion, the City Council may reject any and all bids presented and re-advertise for bids.”

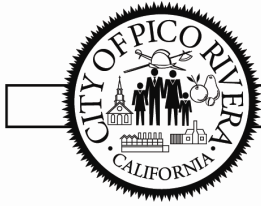
**Conclusion:**

Staff recommends rejecting all bids received for the Project, re-evaluating the bid documents, and requests authorization to re-advertise for construction.



Steve Carmona

SC:NN:GE:NC:np



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** FOURTH QUARTER TREASURER'S REPORT AND THE MONTHLY INVESTMENT TRANSACTION REPORT AS OF JUNE 30, 2023 – FISCAL YEAR 2022-2023

**Recommendation:**

1. Receive and file the Treasurer's Report for the quarter ending June 30, 2023, which represents balances and activities for the fourth quarter (April through June) of the 2022-23 fiscal year; and
2. Receive and file the Treasurer's Monthly Investment Transaction Report as of June 30, 2023.

**Fiscal Impact:**

There is no fiscal impact to the General Fund from this item. On a quarterly basis, the 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) 2022-23 fourth quarter ending June 30, 2023. 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 June 30, 2023, 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 fourth quarter.

Total Pooled Cash and Investments during the quarter totaled \$115,621,366. This total amount consisted of \$9,143,220 in the City's accounts with its banking partner

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
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Commercial Bank of California (CBC), \$75,188,870 in the State Treasurer’s Local Agency Investment Fund (LAIF) and \$31,289,275 managed by Chandler Asset Management (Chandler). The City also had \$885,101 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 \$5,540,665.

The Pico Rivera Innovative Municipal Energy (PRIME) accounts, an Enterprise Fund, reflect two (2) primary accounts. The first account, the Insured Cash Sweep (ICS) account, receives and records investment income. The ICS account, as of June 30, 2023, has an ending balance of \$7,336,420. The second account, the 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 June 30, 2023, has an ending balance of \$832,939. 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, a Securities and Exchange Commission (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 April 11, 2023.

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, the 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 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 of the June 30, 2023 market value represents a total of \$31,289,275, an increase of \$695 from the March 31, 2023 market value of \$31,288,580. At the period ending June 30, 2023, the portfolio held a diverse portfolio holding seven (7) different security types. The largest security holding consists of Treasury Securities

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of \$14,734,728. These Treasury Securities are one of the highest-quality debt instruments.

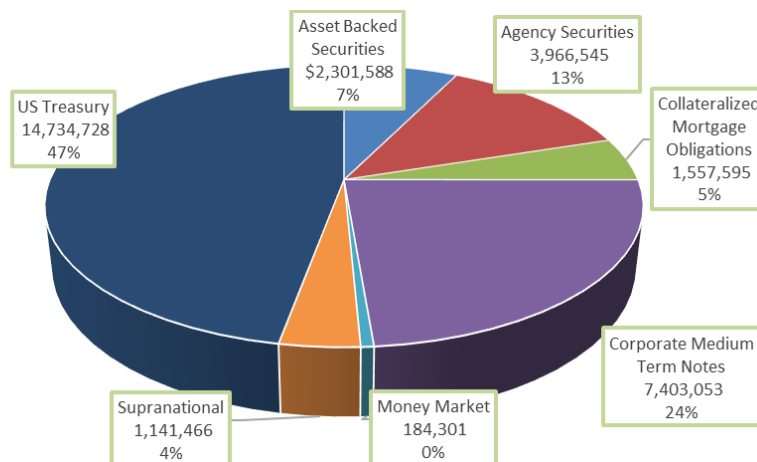
The Portfolio Holdings Report also provides the portfolio’s Par values (nominal value of a bond); Book yield (Internal Rate of Return); Book value (value of a security); Market YTM (long-term bond yield); Market value (amount security can be sold on a given market); Accrued interest (interest earned); Total portfolio (Market value plus accrued interest); and finally, Maturity Duration (bond sensitivity of price that may change in interest rates during duration).

**Table 1 - Portfolio Holding Report**

Security Type	Par Value/Units	Book Yield	Book Value	Mkt YTM	Market Value	Accrued Interest	Total Portfolio	Maturity Duration
Asset Backed Securities	\$ 2,349,776	3.24%	\$ 2,349,602	5.70%	\$ 2,298,425	\$ 3,162	\$ 2,301,588	1.28%
Agency Securities	4,030,000	1.37%	4,041,952	5.00%	3,954,022	12,524	3,966,545	0.95%
Collateralized Mortgage Obligations	1,634,867	4.58%	1,571,329	4.77%	1,554,375	3,219	1,557,595	3.00%
Corporate Medium Term Notes	7,515,000	2.95%	7,506,222	5.22%	7,335,009	68,044	7,403,053	1.98%
Money Market	184,301	4.70%	184,301	4.70%	184,301	-	184,301	0.00%
Supranational	1,185,000	0.42%	1,192,281	5.40%	1,137,998	3,468	1,141,466	0.93%
US Treasury	15,385,000	2.00%	15,289,337	4.91%	14,684,260	50,468	14,734,728	1.86%
<b>TOTAL CHANDLER PORTFOLIO</b>	<b>\$ 32,283,944</b>	<b>2.32%</b>	<b>\$ 32,135,025</b>	<b>5.06%</b>	<b>\$ 31,148,391</b>	<b>\$ 140,885</b>	<b>\$ 31,289,275</b>	<b>1.74%</b>

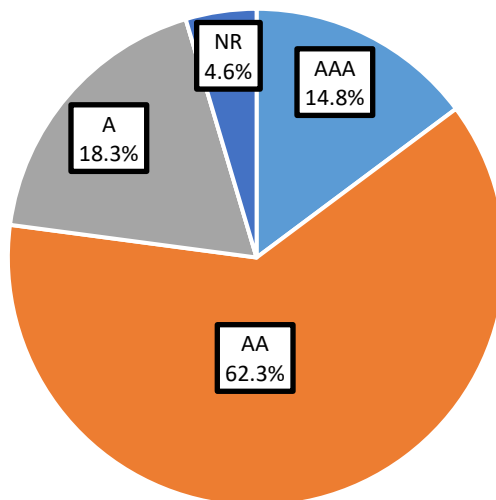
The Investments by Type (Chart 1) reflects the makeup of the portfolio holdings by security type. The portfolio holds 47% in US Treasuries (government treasury bonds, notes, and bills), 13% of total investments in federal agency securities, 24% in corporate medium-term notes, 7% in asset-backed securities, 5% in collateralized mortgage obligations, which are collateralized by a pool of assets, and the remainder in money market funds and supranational.

**Chart 1 - Investments by Type**



The Investment Rating chart (Chart 2) illustrates the portfolios’ investment grade of holdings. This rating provides the City assurance of risk associated with the quality of the holdings’ investment grade. As demonstrated in the chart below, 95.4% of the total portfolio consists of investments rated “A” or higher as of June 30, 2023, a slight increase of 1.2% from March 31, 2023.

**Chart 2 - Investment Ratings**



The City’s portfolio remains highly rated, liquid, and diversified; it is well-positioned to withstand today’s medium-term economic uncertainties. Recent economic data from the US Department of Labor and the US Department of Commerce continues to suggest positive, but below-trend growth this year. Although the pace of job growth is moderating, the labor market remains solid. Inflationary trends are subsiding, but core levels remain well above the Federal Reserve’s (Fed) target. Over the fourth quarter of the fiscal year, the yield curve inversion steepened while the Fed raised the Federal Funds overnight rate by another 25 basis points to combat inflation. The inverted shape of the yield curve indicates the probability of a recession is increasing. Given the lagged effects of restrictive monetary policy and tighter financial conditions, market participants expect the Fed will remain data dependent and tread cautiously going forward.

**Local Agency Investment Funds (LAIF)**

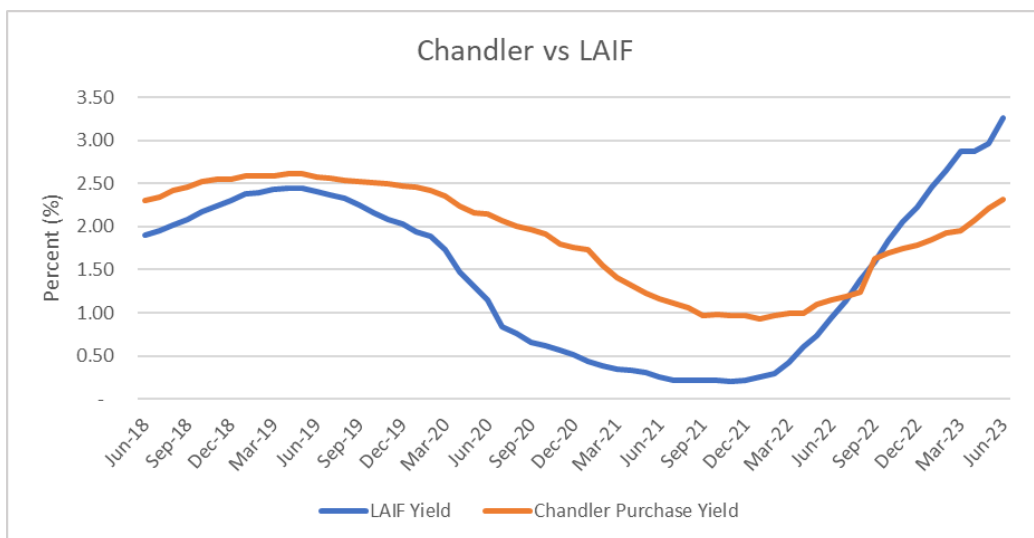
To manage liquidity, the Pico Rivera Pooled Investment Portfolio is invested in LAIF. The LAIF March 31, 2023 market value represents a total of \$66,201,441, and the June 30, 2023 market value of \$75,188,870. The increase of \$9.0 million in balance from last quarter was primarily related to net transfers of \$8.8 million from the City’s operating bank account with CBC to LAIF in April and May. Most of the transfers were attributed to revenues from property tax and vehicle license fees of \$9.0 million. The LAIF Quarterly Performance report for June 30, 2023, shows that the apportionment rate is now at 3.15%, and the quarterly yield has risen to 3.01%. These figures represent an increase from the previous quarter’s rates of 2.74% and 2.63%, respectively.

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.

The comparison of LAIF to the Chandler portfolio as shown in Graph 1 below, highlights the differences in investment security types and portfolio duration. Whereas LAIF takes on a more conservative approach and focuses on securities with shorter average maturity, LAIF, and Chandler follow similar investment guidelines for safety, liquidity, and return.

**Graph 1 – LAIF and CAM from June 2018 through June 2023**



Staff has continuously monitored the City’s investment portfolio and performance on an ongoing basis. As shown in Graph 1 above, the yield of the Chandler portfolio has historically outperformed the yield experienced from our LAIF portfolio except in the first through the fourth quarter of this fiscal year. This stems from LAIF having a shorter weighted-average maturity than the Chandler portfolio, so it responds more quickly to the rises and falls in market yields. The Chandler portfolio yield rates are locked in for an extended period through the reinvestment and purchase of longer-duration securities. During the fourth quarter, the Chandler portfolio reinvested \$3.3 million of maturing securities at an average purchase yield of 4.54%. As staff has demonstrated above, the Chandler portfolio is managed within the City’s investment policy guidelines.

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As part of the staff’s commitment to the City’s stated objectives of safety, liquidity, and yield, staff continuously researches alternative investment opportunities to enhance the City’s investment portfolio. Given the Federal Reserve’s recent interest rate hikes, staff will present their recommendations to the City Council, seeking increased flexibility in managing future interest changes.

*Monthly Investment Transaction Report*

Per the City’s Investment Policy approved by the City Council on April 11, 2023, the City Treasurer submits a monthly investment transaction report to the City Council within 45 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 June 30, 2023. The statements enclosed include transactions of the City’s investments with LAIF and Chandler (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 April 11, 2023. 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. Staff recommends receiving and filing the Treasurer’s Report for the quarter ending June 30, 2023, which represents balances and activities for the fourth quarter (April through June) of the 2022-23 fiscal year and the Treasurer’s Monthly Investment Transaction Report as of June 30, 2023.



Steve Carmona

SC:JG:JM:ep


- Enclosures: 1) Treasurer’s Report for Fourth Quarter Ending June 30, 2023  
2) LAIF Statement for the Month Ending June 30, 2023  
3) Chandler Asset Management Transaction Ledger for June 2023



TYPE OF INVESTMENT	Interest Rate	Issuer	Reporting Date	Investment Income	Ending Balance	Source of Market Valuation
Local Agency Investment Fund (LAIF)	3.15	LAIF	6/30/2023	573,637.60	<b>75,188,870.11</b>	LAIF Statements
Demand Deposits	0.05	CBC	6/30/2023	82.07	<b>9,143,220.43</b>	CBC Statements
Chandler Investments*	2.32	Chandler Investments	6/30/2023	166,772.00	<b>31,289,275.00</b>	Chandler Portfolio Summary
<b>TOTAL CASH &amp; INVESTMENTS: Exclude Water Fund 550</b>		<b>TOTAL CASH &amp; INVESTMENTS:</b>		<b>\$ 740,491.67</b>	<b>\$ 115,621,365.54</b>	
Revenue Bonds, 1999 Bond Fund Water Authority	122073-001	US Bank	6/30/2023	249.63	9,826.77	US Bank/RECON Statements
Revenue Bonds, 1999 Bond Fund Water Authority	122073-002	US Bank	6/30/2023	1,643.60	74,983.34	US Bank/RECON Statements
Revenue Bonds, 1999 Bond Fund Water Authority	122073-003	US Bank	6/30/2023	7,716.96	198,333.38	US Bank/RECON Statements
Revenue Bonds, 1999 Water Rate Stabilization	122073-011	US Bank	6/30/2023	6,710.06	600,000.00	US Bank/RECON Statements
Revenue Bonds, 2021 Tax Allocation Refunding Bonds	245558-000	US Bank	6/30/2023	-	-	US Bank/RECON Statements
Revenue Bonds, 2021 Tax Allocation Refunding Bonds	245558-001	US Bank	6/30/2023	75.06	74.81	US Bank/RECON Statements
Revenue Bonds, 2021 Tax Allocation Refunding Bonds	245558-002	US Bank	6/30/2023	19.94	1,882.92	US Bank/RECON Statements
Revenue Bonds, 2021 Tax Allocation Refunding Bonds	245558-003	US Bank	6/30/2023	-	-	US Bank/RECON Statements
Revenue Bonds, 2021 Tax Allocation Refunding Bonds	245558-004	US Bank	6/30/2023	-	-	US Bank/RECON Statements
<b>TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS</b>		<b>TOTAL (TRUSTEE) INVESTMENTS:</b>		<b>\$ 16,415.25</b>	<b>\$ 885,101.22</b>	
		<b>TOTAL CASH &amp; TRUSTEE INVESTMENTS:</b>		<b>\$ 756,906.92</b>	<b>\$ 116,506,466.76</b>	
<b>2018 COPS</b>		<b>130877</b> Wilmington Trust	6/30/2023	68,220.14	5,540,665.48	Wilmington Trust Statement
		<b>TOTAL 2018 COPS:</b>		<b>\$ 68,220.14</b>	<b>\$ 5,540,665.48</b>	
<b>ENTERPRISE FUNDS</b>				<b>Interest earned</b>	<b>Ending Balance</b>	
River City Bank (PRIME)		RIVER CITY BANK INSURED CASH SWEEP (ICS) Account	6/30/2023	54,758.54	7,336,419.93	River City Bank
River City Bank (PRIME)		RIVER CITY BANK Operating Account	6/30/2023	-	832,939.30	River City Bank
		<b>TOTAL River City Bank:</b>		<b>\$ 54,758.54</b>	<b>\$ 8,169,359.23</b>	

\* Average Purchase Yield: The average yield on an investment or a portfolio is the sum of all interest, dividends, or other income that the investment generates, divided by the age of the investment or the length of time the investor has held it.

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.

  
 Jane Guo  
 Director of Administrative Services and City Treasurer, City of Pico Rivera

# California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

July 03, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF PICO RIVERA

DIRECTOR OF FINANCE/ADMINISTRATIVE SVCS  
6615 PASSONS BLVD  
PICO RIVERA, CA 90660

[Tran Type Definitions](#)

**Account Number:** 98-19-653

June 2023 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	66,265,840.79
Total Withdrawal:	0.00	Ending Balance:	66,265,840.79

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

July 04, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

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CITY OF PICO RIVERA  
COVID RELIEF EMERGENCY ACCOUNT  
DIR OF FINANCE/ADMIN SERVICES  
6615 PASSONS BLVD  
PICO RIVERA, CA 90660

[Tran Type Definitions](#)



**Account Number:** 19-19-007

June 2023 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	10,081,330.51
Total Withdrawal:	0.00	Ending Balance:	10,081,330.51

**City of Pico Rivera Portfolio  
Chandler Investment Transactions  
June 2023**

Enclosure 3

Transaction Date	Tran Category	Tran Type Description	Security Description	Quantity	Price	Principal	Interest	Total Amount
6/1/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	9,200.00	1.00000	9,200.00	-	9,200.00
6/1/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,706.30	1.00000	3,706.30	-	3,706.30
6/8/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	12,656.25	1.00000	12,656.25	-	12,656.25
6/14/2023	Acquisitions	Purchase	American Express Credit Trust 2023-1 A	130,000.00	0.99991	129,988.47	-	129,988.47
6/15/2023	Acquisitions	Purchase	FHLMC K069 A2	500,000.00	0.95238	476,191.41	619.69	476,811.10
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	450,000.00	1.00000	450,000.00	-	450,000.00
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	2,817.50	1.00000	2,817.50	-	2,817.50
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	358.42	1.00000	358.42	-	358.42
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	678.00	1.00000	678.00	-	678.00
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,413.36	1.00000	3,413.36	-	3,413.36
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	47.33	1.00000	47.33	-	47.33
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	394.62	1.00000	394.62	-	394.62
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	212.67	1.00000	212.67	-	212.67
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	11,902.23	1.00000	11,902.23	-	11,902.23
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	591.58	1.00000	591.58	-	591.58
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	219.33	1.00000	219.33	-	219.33
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	933.17	1.00000	933.17	-	933.17
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,442.42	1.00000	1,442.42	-	1,442.42
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,050.54	1.00000	3,050.54	-	3,050.54
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	5,769.09	1.00000	5,769.09	-	5,769.09
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	20,840.85	1.00000	20,840.85	-	20,840.85
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	884.34	1.00000	884.34	-	884.34
6/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,939.44	1.00000	3,939.44	-	3,939.44
6/16/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	428.38	1.00000	428.38	-	428.38
6/20/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	4,644.51	1.00000	4,644.51	-	4,644.51
6/20/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	279.75	1.00000	279.75	-	279.75
6/20/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	9,067.71	1.00000	9,067.71	-	9,067.71
6/21/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	294.00	1.00000	294.00	-	294.00
6/21/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	66.00	1.00000	66.00	-	66.00
6/21/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	5,026.49	1.00000	5,026.49	-	5,026.49
6/26/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	8,525.16	1.00000	8,525.16	-	8,525.16
6/26/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	172.00	1.00000	172.00	-	172.00
6/26/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,312.08	1.00000	1,312.08	-	1,312.08
6/26/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	7,295.16	1.00000	7,295.16	-	7,295.16
6/26/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	113,458.15	1.00000	113,458.15	-	113,458.15
6/26/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,143.75	1.00000	1,143.75	-	1,143.75
6/27/2023	Acquisitions	Purchase	US Treasury Bill	650,000.00	0.98280	638,821.85	-	638,821.85
6/30/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	11,625.00	1.00000	11,625.00	-	11,625.00
6/15/2023	Dispositions	Maturity	US Treasury Note	450,000.00	1.00000	450,000.00	-	(450,000.00)
6/15/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2022-1 A3	-	-	-	219.33	(219.33)
6/15/2023	Dispositions	Paydown	American Express Credit Trust 2022-2 A	-	-	-	678.00	(678.00)
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2020-A A3	3,047.01	1.00000	3,047.01	3.53	(3,050.54)
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2022-C A3	-	-	-	933.17	(933.17)
6/15/2023	Dispositions	Paydown	Mercedes-Benz Auto Receivables 2022-1 A2	19,877.07	1.00000	19,877.07	963.78	(20,840.85)
6/15/2023	Dispositions	Paydown	Mercedes-Benz Auto Lease Trust 2021-B A3	11,869.15	1.00000	11,869.15	33.08	(11,902.23)

**City of Pico Rivera Portfolio  
Chandler Investment Transactions  
June 2023**

<b>Transaction Date</b>	<b>Tran Category</b>	<b>Tran Type Description</b>	<b>Security Description</b>	<b>Quantity</b>	<b>Price</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Amount</b>	
6/15/2023	Dispositions	Paydown	Mercedes-Benz Auto Receivable 2023-1 A3	-	-	-	394.62	(394.62)	
6/15/2023	Dispositions	Paydown	Toyota Auto Receivables 2020-D A3	3,933.04	1.00000	3,933.04	6.40	(3,939.44)	
6/15/2023	Dispositions	Paydown	Hyundai Auto Receivables Trust 2023-A A3	-	-	-	591.58	(591.58)	
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2020-B A3	1,439.85	1.00000	1,439.85	2.57	(1,442.42)	
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2021-B A3	5,725.36	1.00000	5,725.36	43.73	(5,769.09)	
6/15/2023	Dispositions	Paydown	Toyota Auto Receivable Own 2020-A A3	883.12	1.00000	883.12	1.22	(884.34)	
6/15/2023	Dispositions	Paydown	Toyota Auto Receivables Trust 2021-D A3	-	-	-	47.33	(47.33)	
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2022-A A3	-	-	-	212.67	(212.67)	
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2021-A A3	3,397.93	1.00000	3,397.93	15.43	(3,413.36)	
6/15/2023	Dispositions	Paydown	John Deere Owner Trust 2022-B A3	-	-	-	358.42	(358.42)	
6/16/2023	Dispositions	Paydown	GM Auto Receivable Trust 2023-2 A3	-	-	-	428.38	(428.38)	
6/20/2023	Dispositions	Paydown	Verizon Owner Trust 2020-B A	9,055.80	1.00000	9,055.80	11.91	(9,067.71)	
6/20/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2020-3 A3	4,634.89	1.00000	4,634.89	9.62	(4,644.51)	
6/20/2023	Dispositions	Paydown	Honda Auto Receivables 2022-2 A3	-	-	-	279.75	(279.75)	
6/21/2023	Dispositions	Paydown	Honda Auto Receivables Owner 2023-1 A3	-	-	-	294.00	(294.00)	
6/21/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2021-4 A3	-	-	-	66.00	(66.00)	
6/21/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2021-1 A3	5,015.81	1.00000	5,015.81	10.68	(5,026.49)	
6/26/2023	Dispositions	Paydown	BMW Vehicle Lease Trust 2022-1 A3	8,453.75	1.00000	8,453.75	71.41	(8,525.16)	
6/26/2023	Dispositions	Paydown	BMW Vehicle Lease Trust 2021-2 A3	7,283.28	1.00000	7,283.28	11.88	(7,295.16)	
6/26/2023	Dispositions	Paydown	FHLMC K054 A2	-	-	-	1,143.75	(1,143.75)	
6/26/2023	Dispositions	Paydown	BMW Vehicle Lease Trust 2023-1 A3	-	-	-	172.00	(172.00)	
6/26/2023	Dispositions	Paydown	FHLMC K034 A2	112,641.58	1.00000	112,641.58	816.57	(113,458.15)	
6/26/2023	Dispositions	Paydown	FHLMC K073 A2	-	-	-	1,312.08	(1,312.08)	
6/14/2023	Dispositions	Sale	First American Govt Obligation Fund Class Y	129,988.47	1.00000	129,988.47	-	(129,988.47)	
6/15/2023	Dispositions	Sale	First American Govt Obligation Fund Class Y	476,811.10	1.00000	476,811.10	-	(476,811.10)	
6/27/2023	Dispositions	Sale	First American Govt Obligation Fund Class Y	638,821.85	1.00000	638,821.85	-	(638,821.85)	
6/12/2023	Dispositions	Security Withdrawal	First American Govt Obligation Fund Class Y	2,509.46	1.00000	2,509.46	-	(2,509.46)	
6/23/2023	Dispositions	Security Withdrawal	First American Govt Obligation Fund Class Y	247.32	1.00000	247.32	-	(247.32)	
6/1/2023	Other Transactions	Dividend	First American Govt Obligation Fund Class Y	745,484.00	0.00497	3,706.30	-	3,706.30	
6/1/2023	Other Transactions	Interest	Amazon.com Inc Note	400,000.00	0.02300	9,200.00	-	9,200.00	
6/8/2023	Other Transactions	Interest	FHLB Note	450,000.00	0.01688	7,593.75	-	7,593.75	
6/8/2023	Other Transactions	Interest	FHLB Note	450,000.00	0.01125	5,062.50	-	5,062.50	
6/15/2023	Other Transactions	Interest	US Treasury Note	450,000.00	0.00125	562.50	-	562.50	
6/15/2023	Other Transactions	Interest	National Rural Utilities Note	80,000.00	0.01725	1,380.00	-	1,380.00	
6/15/2023	Other Transactions	Interest	US Treasury Note	700,000.00	0.00125	875.00	-	875.00	
6/30/2023	Other Transactions	Interest	US Treasury Note	600,000.00	0.01938	11,625.00	-	11,625.00	
	<b>Changes of Market Values and Accrued Interests</b>								(155,777.29)
	<b>Net Investment Transactions</b>								<b>\$ (78,523.97)</b>
	<b>Beginning Balance as of 5/31/2023</b>								<b>31,367,799.43</b>
	<b>Ending Balance as of 6/30/2023</b>								<b>\$ 31,289,275.46</b>



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** August 1, 2023  
**Subject:** CANCELLATION OF THE AUGUST 8, 2023, AND AUGUST 22, 2023 CITY COUNCIL REGULAR MEETINGS

**Recommendation:**

1. Approve the cancellation of the August 8, 2023 and August 22, 2023 City Council Regular meetings; and
2. Direct the Jr. Deputy City Clerk to post a Notice of Cancellation for both meetings by August 2, 2023.

**Fiscal Impact:**

There is no fiscal impact to the General Fund associated with the recommended actions.

**Background:**

On September 8, 2015 the City Council approved and passed Resolution No. 6827, which states that the second meetings of July, November, and December will be cancelled. This decision was made in consideration of vacations and holiday schedules.

Both the City Council (Council) and City staff (staff) have been actively participating in efforts that require more travel than in prior years. As a result, the suggested meeting cancellations will provide Council and staff members with additional time to advance high-priority projects and programming during the remainder of August, ensuring that it does not conflict with the scheduled Council meetings in future months.

**Discussion:**

After conferring with staff, City Management has confirmed that there are no pressing deadlines or pending items that could not be dealt with at the next regularly scheduled

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 1, 2023  
CANCELLATION OF THE AUGUST 8, 2023, AND AUGUST 22, 2023, CITY COUNCIL  
REGULAR MEETINGS

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meeting of September 12, 2023. Removing the meetings scheduled for August this year will not cause any disruptions or delays to the City's business operations or the decision-making process. Should urgent matters arise during the break, special meetings may be called.

In efforts to provide an alternate channel for public participation, constituents have the option of providing public comment by emailing the City Clerk's office during the break and be read into the record at the following regularly scheduled meeting. Additionally, constituents are encouraged to engage with the Council in more informal settings such as the City's summer programming and City events.

The City's goal is to maintain a high performing organization that values fiscal sustainability, transparency, accountability, and organizational efficiency and simultaneously mitigating a balance between legislative responsibilities and personal time which is crucial in creating an effective functioning Council and staff.

**Conclusion:**

It is recommended that the City Council authorize the cancellation of the August 8, 2023 and August 22, 2023 City Council Regular meetings and direct the Jr. Deputy City Clerk to post a Notice of Cancellation for both meetings by August 2, 2023 ensuring that the necessary posting and noticing requirements are met and that a timely communication about the recess has been provided to the public.



Steve Carmona

SC:CA:gsm



Tuesday, April 11, 2023

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 April 11, 2023.

Chairman Lutz called the meeting to order at 6:02 p.m. on behalf of the Successor Agency.

**PRESENT:** Camacho, Garcia, Lara, Sanchez, Lutz

**ABSENT:** None

**PUBLIC COMMENTS:** None

**CONSENT CALENDAR:**

**11. Minutes:**

- Approved Successor Agency to the Pico Rivera Redevelopment Agency regular meeting of December 13, 2022.

**12. Approve a Resolution Ratifying the Investment Policy for the Successor Agency for Fiscal Year 2023-24 . (700)**

1. Approved Resolution No. SA-23-26 ratifying the Investment Policy for the fiscal year 2023-24 governing investments for the Successor Agency.

Resolution No. SA-23-26 A RESOLUTION TO THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PICO RIVERA, CALIFORNIA, RATIFYING THE "INVESTMENT POLICY" FOR FISCAL YEAR 2023-24

Motion by Director Camacho, seconded by Vice Chairman Lara to approve Consent Calendar Items No. 11 and 12. Motion carries by the following roll call vote:

**AYES:** Camacho, Garcia, Lara, Sanchez, Lutz

**NOES:** None

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:** None

**REGULAR AGENDA:** None

**CLOSED SESSION(S):** None

**ADJOURNMENT:**



Chairman Lutz adjourned the Successor Agency to the Redevelopment Agency meeting at 7:34 p.m. There being no objection it was so ordered.

**AYES:** Camacho, Garcia, Lara, Sanchez, Lutz  
**NOES:** None

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Erik Lutz, Chairman

**ATTEST:**

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Cynthia Ayala, Interim Agency Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Successor Agency to the Pico Rivera Redevelopment Agency regular meeting dated April 11, 2023 and received and filed by the Successor Agency to the Pico Rivera Redevelopment Agency on August 1, 2023.

---

Cynthia Ayala, Interim Agency Secretary



**To:** Chairman and Directors  
**From:** Executive Director  
**Meeting Date:** August 1, 2023  
**Subject:** APPROVE A RESOLUTION RATIFYING THE INVESTMENT POLICY FOR THE SUCCESSOR AGENCY FOR FISCAL YEAR 2023-2024

**Recommendation:**

1. Approve a resolution ratifying the Investment Policy for the Successor Agency for fiscal year (FY) 2023-24 to include Placement Service Funds as permissible investments for the Successor Agency;
2. Authorize staff to establish an Insured Cash Sweep (ICS) Account with the Commercial Bank of California (CBC) to optimize the City's investment portfolio; and
3. Authorize staff to transfer \$10 million from the Local Agency Investment Fund (LAIF) account to the newly established ICS account.

**Fiscal Impact:**

Should the Successor Agency (Agency) approve the recommendations, the Agency will transfer \$10 million from the LAIF account to the ICS account. As the Agency's total investments do not change, there is no fiscal impact to the General Fund associated with the approval of the above recommendations.

**Background:**

The Investment Policy (Policy) for the Agency is intended to provide guidelines for the prudent investment of the Agency's available resources and outline policies for maximizing the efficiency of the Agency's cash management process. The ultimate goal of an investment policy is to enhance the Agency's economic status while protecting its pooled cash. In accordance with California Government Code (Gov. Code) section 53646(a)(2), an annual rendering of the Policy shall be presented to the Agency for consideration at a public meeting. In April 2023, staff presented the updated Investment Policy to the Agency Board. Since then, staff researched various options to optimize the Agency's investment portfolio and identified an ICS account, a type of Placement Service Fund, as the most favorable option. This report seeks the Agency's approval to

SUCCESSOR AGENCY TO PRRA AGENDA REPORT – SPECIAL MEETING OF  
AUGUST 1, 2023

APPROVE A RESOLUTION RATIFYING THE INVESTMENT POLICY FOR THE  
SUCCESSOR AGENCY FOR FISCAL YEAR 2023-2024

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update the Investment Policy to include the Placement Service Funds as a permitted investment type, establish a new ICS with CBC, and transfer \$10 million from the Agency's LAIF account to the newly established ICS account.

**Discussion:**

In April 2023, staff presented the updated Investment Policy to the Agency Board. Since then, staff researched various options to optimize the Agency's investment portfolio. Currently, the Agency utilizes the services of Chandler Asset Management (Chandler), the Agency's investment adviser, to invest and manage \$31 million of the Agency's idle cash, which ranges from \$97-\$106 million. The remaining funds are invested in LAIF, which the State Treasurer operates.

The Agency's current investments with Chandler and LAIF have been prudent and appropriate. In light of the Federal Reserve's ten interest rate hikes since March 2022, staff conducted thorough research to explore alternative investment opportunities that offer greater flexibility with future interest changes while maintaining a delicate equilibrium between safety, liquidity, and yield strategy. In this endeavor, staff evaluated several options, including California CLASS Prime, California Asset Management Program (CAMP) Cash Reserve Portfolio, Treasury Bonds with Chandler, and an Insured Cash Sweep Account, a Placement Services Fund, with the Commercial Bank of California.

The Agency has maintained a longstanding relationship with CBC since April 2016, during which time it has consistently received quality services. CBC offers an investment option known as the ICS account, leveraging the services of IntraFi. IntraFi is a privately held firm and is home to the largest banking network of its kind and a chosen partner by more than 3,000 of the nation's banks and other financial institutions and most minority depository institutions. As CBC is a member of the IntraFi network, once the Agency establishes the ICS account with CBC, any deposits in the ICS account are strategically divided into amounts below the standard Federal Deposit Insurance Corporation (FDIC) insurance maximum of \$250,000 and placed in deposit accounts at other banks within the IntraFi network.

When the Agency establishes the ICS account with CBC, the Agency will continue to have a single bank relationship with CBC and obtain one detailed, periodic statement. The funds will be placed in interest-bearing money market accounts at competitive interest rates. These interests are earned through multiple banks of the Agency's choice within the network. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The Agency may exclude banks from eligibility to receive its funds. As all of the accounts are money market accounts, the Agency is allowed to withdraw six (6) times in a month, with same-day liquidity, without any penalty.

SUCCESSOR AGENCY TO PRRA AGENDA REPORT – SPECIAL MEETING OF  
AUGUST 1, 2023  
APPROVE A RESOLUTION RATIFYING THE INVESTMENT POLICY FOR THE  
SUCCESSOR AGENCY FOR FISCAL YEAR 2023-2024  
Page 3 of 3

Following the thorough analysis, it has been concluded that this ICS Placement Service Fund account will help to supplement the Agency's investment strategy and effectively fulfills the Agency's requirements for daily liquidity, FDIC-insured safety, and a competitive rate of return. Although Placement Service Funds have been deemed permissible investments in accordance with Gov. Code section 53601, staff recommends that the Agency incorporate this investment type into the Investment Policy, Section 8.0, as an authorized and suitable investment. Staff has thereby updated the Policy to reflect this additional investment type for review and consideration, as, presented in Exhibit A of the resolution.

**Conclusion:**

Staff recommends the Agency approve a resolution (Enclosure 1) ratifying the Investment Policy for the Successor Agency for FY 2023-24 to help ensure the safety and liquidity of the Agency's idle cash. The enclosed Policy conforms to Government Code sections 53600 through 53609 and 53630 through 53686. All permitted investment types are also represented within Exhibit A of Enclosure 1. Staff also recommend that the Successor Agency approve the establishment of an ICS account with CBC and transferring \$10 million from LAIF to the ICS account to balance the needs for daily liquidity, FDIC-insured safety, and a competitive return.



Steve Carmona

SC:AG:JG:ep

Enclosure: 1) Resolution/Exhibit A – Investment Policy for the Successor Agency

**RESOLUTION NO. SA-23-**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2023-24**

**WHEREAS**, the City of Pico Rivera (City) 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 Investment Policy for the City and Successor Agency (Policy), attached hereto as Exhibit A 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's 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 (Gov. 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 Gov. Code section 53646(a)(2).

**NOW, THEREFORE, BE IT RESOLVED** by the Successor Agency to the dissolved Redevelopment Agency of the City of Pico Rivera as follows:

**SECTION 1.** The Policy is hereby ratified and adopted for Fiscal Year 2023-234 pursuant to the requirements outlined in Gov. Code section 53600, *et seq.*

**SECTION 2.** The Successor Agency Secretary shall attest to the passage of this resolution, and it shall thereupon be in full force and effect.

[Signatures on the following page]

**APPROVED AND PASSED** this 1<sup>st</sup> day of August 2023.

\_\_\_\_\_  
Erik Lutz, Chairman

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Ayala, Agency Secretary

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, Agency Counsel

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

CITY OF PICO RIVERA

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Administrative Services Department

# Investment Policy for the City of Pico Rivera and Successor Agency



**City of Pico Rivera  
Investment Policy**

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City of Pico Rivera  
Administrative Services Department  
6615 Passons Boulevard  
Pico Rivera, CA 90660  
Phone 562.801.4392 • Fax 562.942.8828



## 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 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 (I): 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-1 et seq.) may be purchased if they meet the requirements of Government Code Section 53601 (I). 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.

### **Placement Service Funds**

Government Code Section 53601.8: A local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The private placement service that allows local agencies to purchase more than \$250,000 in demand deposits, money market accounts, or CDs from a single financial institution while still maintaining FDIC insurance coverage. The financial institution facilitates the trading of deposits among the participating institutions in amounts that are less than \$250,000 each so that FDIC coverage is maintained. No more than 50 percent of the total assets of the investments held by a local agency may be invested in a combination of placement service funds (e.g., CDARS) and Certificates of Deposit. Under a provision sunsetting on January 1, 2026, the maximum percentage of the portfolio reverts back to 30%.

### **Other Investments**

Other investments that are or become legal investments pursuant to the 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 sunseting 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.

The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

### **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 45 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. The investment's term or remaining maturity is measured from the settlement date to final maturity.

**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

**Meeting Date:** August 1, 2023

**Subject:** APPROVE THE PICO RIVERA INNOVATIVE MUNICIPAL ENERGY (PRIME) POWER CHOICE SOLAR AND BATTERY RESIDENTIAL PROGRAM

**Recommendation:**

1. Approve the Pico Rivera Innovative Municipal Energy (PRIME) Power Choice Solar and Battery Program; and
2. Authorize the City Manager to negotiate and execute all contracts related to the PRIME Power Choice Solar and Battery Residential Program through a partnership with Participate.Energy, LLC and Tesla Energy Operations, Inc., in a form approved by the City Attorney.

**Fiscal Impact:**

There is no fiscal impact to the General Fund. The current program design calls for the City of Pico Rivera to collect a fee of \$0.40 per watt during the construction phase in connection with the required development services. The City will also receive a nominal operating service fee of \$0.02 per kilowatt-hour (kWh) generated and \$15.00 per month for each Powerwall installed over the life of the program. The revenue generated from this program will be deposited into Account No. 560.00.0000-47750 (General/Demand and Collections).

**Background:**

On January 24, 2017, the City Council adopted Ordinance No. 1105, establishing a Community Choice Aggregation (CCA) program: Pico Rivera Innovative Municipal Energy (PRIME). PRIME began serving customers on September 1, 2017, with the promise to keep energy decisions local, increase the amount of locally supplied renewable energy to Pico Rivera residents, and provide price stability and long-term electricity cost savings and other benefits for the community.

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At the March 28, 2023, City Council meeting, CalChoice and Participate.Energy (P.E.) presented a new program and potential partnership between the City, P.E., and Tesla—the PRIME Power Choice Program—to provide PRIME customers a residential solar and storage solution. At this meeting, the City Council had several questions, which staff indicated that they would bring back an item to the City Council for discussion and formal approval.

The responses to those questions are summarized below:

City Council Questions

- Q.** What would happen in the case of residents that have solar through a previous purchase or lease and want to participate in the Power Choice Program?
- A.** The resident may have entered into a long-term lease, in which case the program would not be able to buy them out of the contract; however, if the systems are fully paid for, P.E. and Tesla are working to retrofit systems to allow for storage (i.e., batteries).
- Q.** What is the process for a resident to sign up for the Power Choice Program.
- A.** This process is described in the “Facilitating Program Participation” Section below.
- Q.** The program offers no upfront costs, but are they stuck in a 25-year loan?
- A.** The “Transferability” Section below covers this question.
- Q.** It seems the homeowner is not financially responsible for the system, if so, explain.
- A.** The financial responsibility lies with the homeowner for this product, not the City or Prime. This is further explained in the “Customer Participation Agreement” below.
- Q.** How does this system work in the Time-of-Use (TOU) environment, where energy is much more expensive during peak demand?
- A.** In the current TOU environment, customers can purchase energy at a low cost during off-peak hours when there is an abundance of solar energy supply; however, energy becomes more expensive due to limited energy supply and high demand during the evening hours. The Power Choice Program allows participants to use energy from solar panels during the day at \$0.145 kWh to power their homes and replenish the accompanying Tesla Powerwall at the same rate. During peak demand hours, the home will use the stored power at no additional cost since the cost was already captured at the time when the battery was charged.
- Q.** What are the percentage savings for a general customer if they participate in the Power Choice Program versus a traditional loan?
- A.** We have created “Table 1b. Cost Benefit by Alternatives” to illustrate the costs considering having no equipment, purchasing equipment with cash or a loan, and participating in the PRIME Power Choice Program.

- Q.** In the scenario of heat waves, would residents be obligated to reduce energy usage?
- A.** While all residents are encouraged to reduce energy usage during heatwave events, the Tesla solar and battery systems allow flexibility due to the system's self-sustaining design. Electricity is produced from solar during daylight hours, which allows the homeowner to use said energy to power their home and store excess energy in batteries during daylight hours. The energy stored in the batteries can then be used during the evening, minimizing the homeowner's negative impacts of heatwave events (i.e., planned and unplanned power outages and conservation).

## **Discussion:**

The Power Choice Program furthers the solar market's democratization by allowing all residents to qualify through a no-consumer credit check process, zero upfront cost, and low energy rates. Historically, these programs have been primarily accessible to individuals with acceptable credit scores, limiting the benefits to those who can afford these systems. This program will allow all residents—through PRIME—access to energy savings and resiliency.

The subsequent sections below will elaborate on the key benefits to PRIME Customers.

- Accessible solar financing and installation at \$115 per month;
- Comprehensive integration with PRIME's services;
- Access to backup power during emergency power shutoffs or blackouts; and
- Competitive and stable energy rates at \$0.145 kWh with a 1.9% annual escalator.

The Power Choice Program aims to address the impacts of State regulations, which have increased housing development costs and electricity consumers' bottom-line bills, by making solar and storage systems accessible through zero up-front cost turnkey solutions. California's Title 24 Building Energy Efficiency Standards and Time-of-Use (TOU) rate structures are among the State regulations that have impacted housing development and energy bill costs.

### *Title 24 – Building Energy Efficiency Standards*

Title 24 is a set of energy efficiency standards and regulations established by the California Energy Commission (CEC) that requires—among other things—to incorporate renewable energy systems into buildings, such as solar photovoltaic (PV) systems. Changes to State regulations have impacted the types of cost-effective systems, such as Net Energy Metering (NEM), a program and framework that compensates renewable energy system owners for the excess electricity they generate and feed back to the grid. For example, NEM 2.0 provided generous incentives to solar panel owners by compensating them for excess energy generated and fed to the grid. However, with the abundance of solar energy, the previously generous rates were no longer sustainable. For this reason, the State implemented NEM 3.0, which among other things,

disincentivized solar panel-only systems and instead incentivized solar and battery storage systems.

*Time-of-Use (TOU) Rate Structure*

The State structured electricity rates based on the time of day and season, also called Time-of-Use (TOU) rates. The TOU rates were meant to change consumer behavior by encouraging energy consumption during off-peak hours (i.e., 8 AM – 4 PM) to reduce the strain on the grid during peak demand hours (i.e., 4 PM - 9 PM). In other words, the TOU rate structure maximizes energy usage during daylight when there is an abundance of solar energy. Conversely, the energy supply is limited during non-daylight hours when individuals return home from work, the regulations aim to discourage energy usage at this time by increasing electricity rates.

The TOU rates are primarily impactful in the summertime when the Southern California region is prone to heat waves, which cause households to increase energy usage to operate cooling systems. The increased usage and demand strain the grid which leads to blackouts. This situation also results in expensive electricity bills due to usage during peak demand hours and blackouts due to high energy demand pinned against a limited energy supply. The Power Choice Program addresses the dilemma through a localized residential solar and storage solution accessible to all PRIME customers.

The Power Choice Program entails several agreements between the program partners (i.e., the City, P.E., and Tesla) and the program participant (i.e., PRIME customers). The program is structured through several agreements that stipulate the roles and responsibilities, associated costs, and operation and maintenance. Below is a brief description of each agreement.

*The Framework Agreement and New Home Builder Framework Agreement*

The Framework Agreement provides details on the structure of the agreement between the City, P.E., and Tesla; it describes the responsibilities of each partner.

Under the proposed program, the different partners would hold the following responsibilities:

- P.E. is the financier responsible for funding, procuring, and managing the Power Choice Program, including ongoing operations.
- Tesla manufactures solar and battery equipment and is responsible for designing, building, and installing residential roof solar and battery. Additionally, Tesla would be responsible for the operation and maintenance of the system during the life of the contract.
- The City, through PRIME, will lend its creditworthiness to pursue an equitable process by ensuring that program participation is not subject to individual credit approvals. Additionally, PRIME will purchase the energy generated from solar and battery equipment and sell said energy to the program participant at a competitive

rate. Finally, PRIME will support the program partners by marketing the Power Choice Program to Pico Rivera residents.

The New Home Builder Framework Agreement is between Tesla and a new home builder or developer. This agreement stipulates that the home builder or developer agrees to purchase solar and battery equipment directly from Tesla, and Tesla will supply the equipment to the developer in at least 21 days. It also covers the specifications the home builder must meet for Tesla to be able to design, install, and maintain solar and battery equipment.

#### Power Purchase, Program Management, and Program Support Agreements

The Master Power Purchase Agreement (PPA) between the City and P.E. stipulates that the City will purchase the energy that is generated from the behind-the-meter solar and battery systems while, in parallel, selling energy and battery services to the homeowners as part of the proposed PRIME Power Choice Program.

The proposed wholesale PPA rate from P.E. to the City is \$0.145 per kWh with a 1.9% escalator. Additionally, P.E. will pay a fee to the City consisting of the following:

- \$0.40 per watt during the construction phase (i.e., design and installation of solar and battery system), the cost is captured in watts because, during this phase, there is no energy usage/activity; therefore, an effective way to quantify energy is through the potential storage and total single output;
- An operating service fee of \$0.02 per kilowatt-hour (kWh) generated; and
- \$15 per month for each Powerwall (i.e., Tesla battery) installed over the life of the program.

#### Customer Participation Agreement

The Customer Participation Agreement between P.E., Tesla and PRIME customers consists of two (2) components:

- 1) The energy generation cost - Proposed at \$0.145 per kWh with a 1.9% annual escalator, and;
- 2) The monthly lease for the Tesla solar and battery system - Proposed at \$115 per month for the first battery and \$75 for each additional battery. The proposed term of each agreement is between 25-30 years.

Program participants are responsible for “shade management,” which entails maintaining the solar panels clear from obstructions, i.e., trees trimmed and washing dirt off the panels. However, P.E. and Tesla are responsible for monitoring and maintaining the systems at no cost to the customer. This includes no-cost replacement of batteries, which have an operating life of 10 years.

Transferability

The Customer Participation Agreement also addresses transferability. Should the program participant choose to sell their home, they would have two (2) options: 1) opt out of the program by purchasing the system before the sale of the home or 2) transfer the contract to the new homebuyer. Unlike common solar financing programs, the Power Choice Program does not require an underwriting process or securing the loan against the title of the property. Staff anticipates that a new buyer and participant will be inclined to carry on the contract due to Title 24 regulations which require energy efficiency solutions such as solar and storage systems. Moreover, the estimated electricity rates under this program are anticipated to be significantly lower than those not participating; these savings may be appealing to a homebuyer.

Equipment Cost Comparison

Staff conducted a cost analysis to compare the costs of owning a similar system through a loan against the Power Choice Program. Table 1b below demonstrates the immediate and 25-year cost burden for residents without a system, purchasing a system with cash or a loan, and participating in the PRIME Power Choice Program.

**Table 1a. Cost of Tesla Solar and Powerwall – 616 kWh/mo**

<b>Average PRIME Customer Home Energy Need - 616kWh/month = 7,392kWh/yr</b>	
4.86 kW Solar Panels - 7,334 kWh/yr	\$ 14,434
Powerwall (1)	\$ 14,700
Solar & Powerwall Discount	\$ (3,700)
<b>System Price</b>	<b>\$ 25,434</b>

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**Table 1b. Cost Benefit by Alternatives**

		No System	Cash Purchase	Loan*	PRIME Power Choice
<b>Upfront Costs</b>	Cash Paid	-	(\$25,434)	(2,543)	-
	Fed. Tax Credits (30%)**	-	\$7,630	\$7,630	-
	Sale of SREC	-	\$292	\$292	-
	<b>Total Cost After Savings</b>	-	<b>(\$17,512)</b>	<b>\$5,379</b>	-
<b>Monthly Costs</b>	Loan Payment	-	-	(\$244)	-
	Power Choice Payment	-	-	-	(\$115)
	Energy from the System	-	-	-	(\$89)
	Energy from the GRID	(\$204)	(\$2)	(\$2)	(\$2)
	<b>Total Monthly Cost</b>	<b>(\$204)</b>	<b>(\$2)</b>	<b>(\$246)</b>	<b>(\$206)</b>
<b>One-Time Expense</b>	Battery Replacement (x2) + Maintenance	-	(\$25,900)	(\$25,900)	-
<b>25-Year Cost Analysis</b>	Projected 25-Year System Cost	-	(\$43,412)	(\$64,432)	-
	Projected 25-Year Energy Costs (PRIME)	(\$109,300)	(\$8,268)	(\$8,268)	(\$74,301)
	<b>Total 25-Year Cost</b>	<b>(\$109,300)</b>	<b>(\$51,680)</b>	<b>(\$72,700)</b>	<b>(\$74,301)</b>
Additional 25-Year Energy Need Baseline		\$109,300	\$109,300	\$109,300	\$109,300
<b>25-Year Projected Net Energy Savings</b>		<b>\$0</b>	<b>\$57,621</b>	<b>\$36,600</b>	<b>\$34,999</b>

\*Assumes \$2,543 down payment, 180-month term, 10% APR - will require customer to qualify.

\*\* Assumes homeowner can efficiently use tax credits

While the program solves many energy-related problems and increases accessibility to solar and storage systems, this program may not be the right solution for all PRIME customers. A program analysis reviewed rates and determined that customers consuming more than 616 kWh per month are likely to benefit from the program. The table below demonstrates a bill comparison between the potential programs available to Pico Rivera residents, assuming a baseline energy consumption of 616 kWh with one battery system installed.

**Table 2. Energy Program Rate Comparison at 616 kWh**

Schedule D	SCE	PRIME POWER	PRIME FUTURE	POWER CHOICE
Generation Rate \$/kWh	\$0.15450	\$0.15518	\$0.16518	\$0.14500
SCE Delivery Rate \$/kWh	0.18211	\$0.17681	\$0.17681	\$0
Surcharges \$/kWh	N/A	\$ (0.00020)	\$ (0.00020)	\$115*
Total Costs \$/kWh	\$0.33661	\$0.33179	\$0.34179	\$0.33169
<b>Avg. Mo. Bill \$</b>	<b>\$207.35</b>	<b>\$204.38</b>	<b>\$212.54</b>	<b>\$204.32</b>

\*The \$115 pertains to the monthly system lease.

Table 2 above demonstrates that households consuming at least 616 kWh per month will break even compared to existing rates. However, staff anticipates that energy rates will continue to increase in the following years; therefore, the gap between the Power Choice Program and the other programs will gradually increase.

Facilitating Program Participation

Customers interested in the Power Choice Program will experience a seamless participation process and have two (2) options:

1. Developers and homeowners interested in participating in the program will find program information on PRIME's website and add basic home information to a fillable form. Once the form is completed, information will be sent directly to Tesla, who will follow up with the customer.
2. Tesla will enable ordering directly from the Tesla.com website. Tesla will be responsible for all installation-related work, including permitting systems throughout the City.

The program participant will receive ongoing operations and maintenance through the life of the agreement at no additional cost by Tesla. The benefits of this program to the customer have garnered notable interest, indicative of P.E. having approximately 300 participants.

Benefits to the City and PRIME

The Power Choice Program will benefit the City and PRIME operations in the following ways:

- Environmental stewardship through increased localized renewable energy supply;
- Reduce stress on the grid to avoid power outages;
- Meet State Renewable Portfolio Standard (RPS) requirements, which mandate 100% renewable energy procurements by 2045;
- Comply with State-mandated Resource Adequacy (RA) requirements, which are monthly and annual thresholds established by the California Public Utilities Commission (CPUC) to ensure that all load-serving entities (energy providers), like PRIME, demonstrate sufficient power procured to meet peak demand; and
- May decrease the need to purchase unhedged RA supply during heat events that tend to be 40-50% more expensive than hedged supply. Hedged energy refers to a strategy that entails the proactive purchase of energy (e.g., a year or two ahead) to meet anticipated energy demands; this method allows PRIME to purchase energy at a competitive price. Conversely, unhedged energy refers to the purchase of energy during unplanned, high-demand events.
- If approved, this will enable the City to generate the following fees from this program:
  - \$0.40 per watt for each installation of solar and battery system
  - \$0.02 kWh for the operating service fee; and
  - \$15 per month per Powerwall.

Program Risks

Staff analyzed the risks associated with the program and its proposed partner in terms of continuity and found minimal risks. Staff found that if P.E. ceases to exist:



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- The equipment will continue to fulfill its purpose (i.e., powering homes and batteries) since investments toward the systems are made upfront.
- PRIME will continue to purchase and sell the energy as designed due to contract protections around bankruptcy and default (i.e., Section 12 of the PPA).

Finally, staff found that the P.E. LLC created a separate entity, specifically for the PRIME Power Choice Program to ensure that programs or operations from other entities doing business with P.E. do not impact PRIME.

Alignment with City Council Goals

The proposed action meets the City's Strategic Plan goals of the following:

- Fiscal and Organizational Sustainability – Strategy 1.2, “Identify and implement opportunities for financial efficiency.”
- Economic Development and Land Use - Strategy 2.4, “Establish the City of Pico Rivera as an environmentally friendly, sustainable community that attracts green industries.”
- Health, Wellness and Safety – Strategy 4.3, “Maintain a clean, safe, attractive environment to sustain a high quality of life for residents,” and Strategy 4.4, “Promote healthy living to maintain a thriving population.”

**Conclusion:**

Staff recommends that the City Council approve the PRIME Choice Solar and Battery Residential Program and authorizes the City Manager to negotiate and execute the proposed PRIME Power Choice Solar and Battery Residential Program agreements in a form approved by the City Attorney.



Steve Carmona

SC:AG:VHF:smc

- Enclosures: 1) Framework Agreement  
2) Master Power Purchase Agreement  
3) Program Management Agreement  
4) Program Support Service Fee Agreement  
5) Customer Participation Agreement  
6) New Home Builder Framework Agreement  
7) Customer Order and Program Terms

**Framework CalChoice Distributed Energy Resource Program Agreement**

This Framework CalChoice Distributed Energy Resource Program Agreement (this “Agreement”) is entered into as of [February 1, 2023] (the “Effective Date”), among the parties listed below (each, a “Party” and together the “Parties”). This Agreement comprises (i) the Key Terms set out below (the “Key Terms”), and (ii) all schedules referenced in the “Attachments” section of the Key Terms.

<b><u>Key Terms</u></b>	
This Agreement sets out the terms and conditions on which the California Choice Energy Authority (“ <b>CalChoice</b> ”) and the City of Pico Rivera (“ <b>Member</b> ”) shall market and offer a program for the deployment of traditional solar PV systems and Powerwalls to certain residential customers (“ <b>Customers</b> ”) and new homes builders (“ <b>Builders</b> ”) located in the Member territory, with sales and educational support provided by Member, product and product installation support provided by Tesla, purchase and operation of System by Participate Energy Fund I, LLC (“ <b>Program Fund</b> ”) for the sale of energy from the Systems to Member for resale to Customers (the “ <b>Program</b> ”).	
<b><u>Parties:</u></b>	
<b>Tesla:</b>	Tesla, Inc., a corporation organized under the laws of Delaware.
<b>CalChoice:</b>	California Choice Clean Energy Authority, a California Joint Powers Authority.
<b>Member:</b>	City of Pico Rivera, a California municipal corporation.
<b>The Program Fund:</b>	PE Fund Pico Rivera, LLC
<b><u>Framework Agreement Term:</u></b>	
<b>Term:</b>	The period commencing on the Effective Date and ending on the second (2 <sup>nd</sup> ) anniversary of the Effective Date (the “ <b>Term</b> ”), which shall automatically be extended for additional, one-year periods upon the expiration of the then-current Term unless terminated early in accordance with this Agreement.
<b><u>Notices:</u></b>	
<b>Tesla Notice Address:</b>	1 Tesla Road, Austin, TX 78725, USA. Attn: Energy Notices / Legal Department Phone: +1. 512.516.8177. Email: <a href="mailto:energynotices@tesla.com">energynotices@tesla.com</a> .
<b>Tesla Address for submission of Purchase Orders:</b>	<a href="http://www.tesla.com">www.tesla.com</a>
<b>CalChoice Notice Address:</b>	44933 Fern Avenue, Lancaster, CA 93534. Attn: Jason Caudle, City Manager Phone: 661.723.6110 <a href="mailto:jcaudle@cityoflancasterca.org">jcaudle@cityoflancasterca.org</a>
<b>Member Notice Address:</b>	6615 Passons Blvd, Pico Rivera, CA 90660 Attn: Steven Carmona, City Manager <a href="mailto:scarmona@pico-rivera.org">scarmona@pico-rivera.org</a>
<b>Program Fund Notice Address:</b>	Participate.Energy, LLC Attn: Ethan Friedman c/o Virtual Post Solutions, Inc. 2093 Philadelphia Pike #3125 Claymont, DE 19703 <a href="mailto:ethan@participate.energy">ethan@participate.energy</a>

<b><u>NDA:</u></b>	
<b>NDAs:</b>	The non-disclosure agreement dated [MMM DD, YYYY] between Tesla, Participate.Energy and Member.
<b><u>Attachments:</u></b>	
The attachments below are incorporated by reference into this Agreement. In the event of any conflict, the order of precedence shall be (i) these Key Terms and (ii) the Schedules, in order of appearance.	
<b>Schedule 1:</b>	Program Terms and Conditions
<b>Schedule 2:</b>	Pricing
<b>Attachment A:</b>	Form of Customer Agreement
<b>Attachment B:</b>	Form of New Homes Builder Framework Agreement
<b>Attachment C:</b>	Form of Customer Order – Program Terms

EXECUTED by the Parties on the Effective Date.

<b>CALIFORNIA CHOICE CLEAN ENERGY AUTHORITY</b>	<b>CITY OF PICO RIVERA</b>
_____ (SIGNATURE)	_____ (SIGNATURE)
_____ (PRINT NAME)	_____ (PRINT NAME)
_____ (PRINT TITLE)	_____ (PRINT TITLE)
<b>TESLA, INC.</b>	<b>PE FUND PICO RIVERA, LLC</b>
_____ (SIGNATURE)	_____ (SIGNATURE)
_____ (PRINT NAME)	_____ (PRINT NAME)
_____ (PRINT TITLE)	_____ (PRINT TITLE)

**Schedule 1**  
**Program Terms and Conditions**

1. **The Program.** The objective of the Program is to deploy eligible Systems with a target of 500 MW of direct current capacity throughout the territorial boundaries of Member and the Community Choice Aggregation (“CCA”) service territories managed by Member or its CCA partners, including, but not limited to, the cities of: San Jacinto, Pico Rivera, Rancho Mirage, Apple Valley, Pomona, Baldwin Park, Santa Barbara, Palmdale, and Lancaster (the “Territory”), as further set forth in this Agreement (the “Objective”).
2. **Program Development.**
  - (a) **Geographic Focus.** Member shall target all residential Customers and Builders located or operating within the portion of the Territory that is located within Member’s jurisdictional boundaries (the “Member Territory”) through the Master Marketing Plan.
  - (b) **Site Eligibility.** Eligible sites include existing single-family residential properties (“Existing Homes”) and single-family residential properties under construction by participating Builders in accordance with a New Homes Builder Framework (“New Homes”) located in the Member Territory.
  - (c) **Marketing Strategy & Outreach.** The Master Marketing Plan shall be jointly developed by the Parties and designed to enlist the participation of Customers and Builders located in the Member Territory.
    - (i) **Marketing Strategy.** Within thirty (30) days, Member shall develop a strategy for marketing and promoting the Program, including:
      1. Specific tactics that will be used to execute the Master Marketing Plan strategy;
      2. An annual budget and description of dedicated resources that will be used to support Program marketing efforts;
      3. Specific communications to be made through its sales channels; and
      4. Dedicated education and links to the Tesla Products Offering on the Member website.
    - (ii) **Marketing Outreach.** Member shall provide consistent and targeted marketing outreach consistent with the Master Plan to prospective Customers and Builders in the Member Territory.
  - (d) **Sales Support.** Member shall:
    - (i) Provide sales support for interested Customers and Builders by phone, email, and chat;
    - (ii) Provide educational information regarding Tesla Products, economics, billing, maintenance, installation and technical performance of the System and components thereof; and
    - (iii) Convert inbound interest and leads into Orders that (i) that Customers may submit to Tesla through the Existing Homes Retrofit Energy Order Tool; and (ii) participating Builders may submit to Tesla through the New Homes Energy Order Tool.
  - (e) **Order Funding.** CalChoice and Member shall facilitate the establishment of a fund (the “Program Fund”) that shall be obligated to pay for Orders placed in accordance with the Program criteria set forth herein and that shall own and operate the Systems in accordance with the terms and conditions of each Customer Agreement.
3. **Customer Eligibility; Engagement.**
  - (a) **Eligibility.** To be eligible for participation in the Program, a Customer must: (i) either own an Existing Home or have entered into an agreement with a Builder to purchase a New Home, (ii) be an existing participant, or agree to become a participant, in the CalChoice Member’s Community Choice Aggregation program (“CCA”) with utility service provided by Southern California Edison

("Utility"), (iii) agree to host a System installed on the Home and to provide the Program Fund, as System owner, and its agents with a non-exclusive license (the "Site License") for access to the Site for the entire term of the Customer's participation in the Program for the purposes operating and maintaining the System; and (iv) agree to purchase an equivalent amount of energy generated by the System pursuant to a Solar Power Purchase & Energy Storage Services Agreement (each, a "Customer Agreement") using the form attached hereto as Attachment A.

- (b) Customer Engagement. Member shall direct Customers with New Homes to accept the transfer and assumption of a Customer Agreement from a participating Builder in accordance with the terms and conditions of the applicable New Homes Builder Framework as more particularly described in Section 4. Member shall direct Customers with Existing Homes to place Orders directly with Tesla and to enter into a Customer Agreement in accordance with Section 5.

#### 4. New Homes Builder Framework Agreement.

- (a) Builder Framework Agreement. During the Term, the Parties may consider Builders for participation in the Program. Upon Tesla confirmation of Builder eligibility, Member and each participating Builder will enter into a New Homes Builder Framework Agreement (the "Builder Framework") in the form attached as Attachment B. Material deviations from the Builder Framework are not permitted without unanimous written agreement of the Parties.
- (b) Builder Framework Obligations. Member will require, pursuant to each Builder Framework, that Builders deliver and maintain the following to remain eligible for participation in the Program:
  - (i) A fully executed Builder Framework;
  - (ii) Community Specific Terms setting forth the Tesla Product Suite, eligible System information and Pricing applicable to the particular subdivision of new homes (each, a "Community");
  - (iii) An executed Builder non-disclosure agreement in the form attached to the Builder Framework;
  - (iv) Orders as set forth in Section 5 placed in accordance with each Builder Framework;
  - (v) For each Order, a "solar ready" home that will include internal conduit installation, roof dry in and order details developed in consultation with the buyer of each applicable home in the Community (each, a "Home Owner") sufficient for Tesla to complete installation of Tesla Products and the home to pass inspection by the applicable building department as the authority having jurisdiction ("AHJ"); and
  - (vi) Ongoing compliance with the Builder Framework and Program requirements as Tesla, Member and CalChoice may mutually agree to update from time to time.

#### 5. Orders.

- (a) During the Term, Member shall direct eligible Customers to the Existing Homes Energy Order Tool at [www.tesla.com](http://www.tesla.com) and Builders to the New Homes Energy Order Tool developed by Tesla for each Builder to place orders for Tesla Products for installation on Existing Homes or New Homes in the Member Territory in accordance with these Program terms and the form of Customer Order – Program Terms set forth in Attachment C ("Orders").
- (b) Tesla shall deliver and install Tesla Products in accordance with each applicable Order. The Program Fund shall purchase and pay for the quantities and types of Tesla Products at the prices stated in each applicable Order. Tesla will review each submitted Order to ensure that it tracks the Program criteria and the Community Specific Terms, if applicable. If Tesla reasonably believes that the Order does not track the Program criteria or the Community-Specific Terms, it will notify the Parties and the Parties will then reasonably cooperate to resolve the issue.
- (c) For each Order that is accepted by Tesla (each, an "Accepted Order"), Tesla shall supply, install and commission the Tesla Products at the Site identified in that Accepted Order in accordance with

that Accepted Order and the Work Standards described in Section 8(a) (the “Work”). Accepted Orders will be subject to Tesla’s standard terms and conditions.

- (d) For purposes of this Agreement and each Accepted Order, “Tesla Products” means a Traditional PV System with a Powerwall, as more particularly set forth in the Community Specific Guidelines of each Builder Framework. A “Traditional PV System” means a traditional solar photovoltaic generating system comprising of solar modules, an inverter and various balance of system components. A “Powerwall” means an energy storage system manufactured by Tesla and accompanying Tesla accessories. Each Traditional PV System, Powerwall shall consist of those that correspond to the specifications published in the Tesla Partner Portal as of the date when an Order for such Tesla Product is submitted.
- (e) Tesla agrees to provide Member with access to a platform managed by Tesla that enables access to and control of distributed energy resource assets (“DER Assets”), manufactured by Tesla and owned directly or indirectly by Member or the Program Fund, for monitoring, aggregation, and control (the “Aggregation Platform”). Tesla will not charge Member or the Program Fund any fees for access or use of the platform, but otherwise reserves the right to establish the terms and conditions for Member’s access to the Aggregation Platform within an Aggregation Platform Subscription Agreement. Access to the Aggregation Platform excludes aggregation services offered by Tesla.
- (f) The Parties acknowledge and agree that Tesla can choose at any time to discontinue a product, feature or option related to any one or more Tesla Products and, in Tesla’s sole discretion, can choose whether to provide a comparable product, feature or option, or terminate any affected Order before installation of any Tesla Product. If Tesla fails to provide a comparable product, feature or option to Member’s reasonable satisfaction, Member may terminate any affected Order before installation of any Tesla Product.

6. Pricing; Order Payment.

- (a) Pricing. Programmatic pricing for Tesla Products is set forth in Schedule 2 (the “Pricing”). The System size or design may be adjusted by Tesla in its reasonable discretion based on a variety of factors, including installation complexity or product availability, provided that the Pricing remains at or below the Pricing set forth on the Program website. If that happens, we will update the Pricing in the applicable Order; Orders with updated Pricing that exceeds the Pricing set forth on the Program website and that are not accepted will be terminated.
- (b) Order Payment. For Accepted Orders, the price for the Work performed by Tesla under each Accepted Order shall be the Contract Price identified in that Accepted Order. The Program Fund shall pay the Contract Price for each Accepted Order plus applicable taxes within 30 days after receipt of Tesla’s invoice, which Tesla shall provide after the affected Tesla Products have been installed and passed inspection by the AHJ. Passed inspection shall also be deemed “Acceptance” in this Agreement and in each Builder Framework.

7. Title; Risk of Loss. Title to and risk of loss for the Tesla Products shall pass to the Program Fund after Acceptance.

8. Permits. Customers and Builders, as the case may be, shall bear the obligation to obtain and maintain all permits required for Tesla to install each Tesla Product (the “Permits”), except that Tesla shall include the cost of Permits in Orders for Existing Homes.

9. Installation.

- (a) Work Standards. Tesla, or its approved subcontractors, will perform the Work according to Tesla’s standard practices and the “Tesla Work Standards” set forth in Exhibit 2 to each Builder Framework exercising the reasonable skill and care of an installation contractor and in accordance with mandatory laws, regulations and permits applicable to the Work.
- (b) Subcontractors. Tesla will be responsible for all work performed by, and acts or omissions of, each

subcontractor and will ensure that all subcontractors are licensed as required by applicable law.

- (c) Safety. Tesla shall ensure that all Tesla employees and subcontractors comply with Builder's safety procedures and requirements while on Sites during prosecution of the Work.

10. Failure to Perform.

- (a) If any Party believes that any other Party is not satisfying its obligations under this Agreement or with respect to an Order, such Party must notify the other Party in writing. Whichever Party is notified of not meeting its obligations will have 30 days after receiving that notice to correct the issue. If not, whoever gave the notice can terminate the affected Order or this Agreement in accordance with Section 13.
- (b) In addition, if Tesla notifies the Parties of the Program Fund's failure to pay the Price for an Order, Tesla can suspend our work on that Order and, if not cured within ten (10) days, Tesla can suspend performance under this Agreement.
- (c) If a Customer or Builder terminates an Order for Tesla's failure to perform before installation of the Tesla Products for that Order has commenced, we will return any payment(s) made toward the Price for those products.
- (d) If either party terminates an Order for the other party's failure to perform, except as specified in the next sentence, Tesla may take back all components of any Tesla Products we delivered but that have not yet been installed for that Order and shall not have any further obligation to deliver product pursuant to this Agreement or that Order. In addition, if an Order is terminated pursuant to this Section, Tesla will complete the installation of Tesla Products where installation is partially complete, unless otherwise requested by the Program Fund (in which case, Tesla will deinstall and remove the Tesla Products from the affected home and return the jobsite to its original condition, at no cost). Each Party will also be able to pursue all rights and remedies available at law or in equity with respect to the failure to perform, except as otherwise provided in Section 13, below. Breaches of one or more Orders will not constitute breaches under any other Orders or under this Agreement, and breaches of this Agreement independent of any Orders shall not constitute breaches of any Orders.

11. Warranties.

- (a) Starting on the date of installation, Tesla warrants to the Program Fund that all materials, equipment and work furnished by Tesla as part of an Order will be:
  - (i) of good quality, free from fault and defects, and
  - (ii) performed in a good and workmanlike manner, in accordance with all applicable laws, building codes and ordinances, and in strict conformity with the Order.

If the Program Fund notifies Tesla within 1 year after Acceptance (for Existing Homes) or the initial close of escrow by a Home Owner (for New Homes), Tesla shall, at its sole expense, immediately correct or replace any Work that is defective or determined to be not in accordance with the requirements of the above warranties.

- (b) Tesla's warranties in this Agreement are limited, as they do not cover (i) any defect or damage to the extent caused (A) by events that are (1) beyond Tesla's reasonable control, (2) not reasonably foreseeable, and (3) not caused by Tesla's or its subcontractor's negligence, or (B) by Customer or Program Fund misuse or negligence, and (ii) any material or equipment connected to the Tesla Products that Tesla did not install. Tesla is not providing any warranties in connection with this Agreement other than those in this Agreement or in the product warranties provided by Tesla pursuant to Section 11(c), even if those other warranties are express or implied by any law.
- (c) Tesla's warranties under this Agreement shall in all cases survive termination of this Agreement and the transfer of title in the home to a third-party purchaser, except for a Home Owner (whose

warranty is set forth in Sections 11(e) and 11(f)).

- (d) With respect to any warranty claim by the Program Fund under Section 11(a) for the correction, replacement and warranty work, the remedies set forth in Section 11(a) and in Sections 10(d) and 11, as applicable, are the Program Fund's sole and exclusive remedies. For clarity, the foregoing shall not limit the Program Fund's ability to bring claims for other purposes not related to the correction, replacement and warranty work as set forth in this Section 11(d), including, without limitation, the Program Fund's rights to indemnification under Section 14.
- (e) If a Home Owner exercises a buyout option and purchases any Tesla Product from the Program Fund, Tesla will cover each Home Owner with limited warranties for Tesla Products in the forms attached as Exhibit 3 to each Builder Framework, as applicable.
- (f) In addition, Tesla will provide to each Home Owner the workmanship warranty attached as Exhibit 4 to each Builder Framework, assuming the Program Fund assigns that warranty to the Home Owner.
- (g) The manuals and equipment warranties for Tesla Products are available upon request after each Order.

12. Proprietary Rights.

- (a) Ownership. As between the Parties, Tesla shall remain the sole and exclusive owner of any and all Proprietary Rights associated with the System or any parts or derivations thereof. "Proprietary Rights" means patents, trademarks, copyrights, mask work rights, trade secrets and any other intellectual or proprietary rights.
- (b) License. Tesla hereby grants to Member and CalChoice a limited, non-exclusive, non-sublicensable, non-transferable license to use the materials that Tesla provides for implementing the Master Marketing Plan and marketing the Plan in accordance with this Agreement. Except for the foregoing, no license or other right to Tesla's Proprietary Rights is granted or implied hereby.

13. Termination.

- (a) Termination for Cause. Each party may terminate its participation in this Agreement or any Accepted Order for cause in the event (i) an insolvency event involving one of the other parties; or (iii) any party has materially breached any provision of this Agreement (other than non-payment) and, within 30 days after receipt of written notice of such breach from a non-breaching party, the breaching party has failed to cure such breach or, in the event the breach cannot reasonably be cured within such 30 day period, submit a plan for cure acceptable to each non-breaching party in its reasonable discretion. The termination of this Agreement by any single party shall result in the termination of this Agreement as to all parties.
- (b) Insolvency Event. An "Insolvency Event" occurs with respect to a Party (i) if it is adjudged bankrupt; (ii) if it makes a composition or arrangement with its creditors; (iii) if it has a winding up petition or a petition for an administration order presented against it; (iv) if it has a receiver or manager or administrative receiver or provisional liquidator appointed; or (v) upon the happening of any other event of insolvency.
- (c) Effects of Termination. Except as otherwise set forth in this Agreement, the expiration or termination of this Agreement will not affect any rights or obligations of the Parties that were incurred or that accrued prior to such expiration or termination. Termination shall not be deemed an election of remedies, and the non-defaulting party shall have all rights and remedies available under applicable law in connection with and following such termination.



14. Indemnification.

- (a) No party to this Agreement will be obligated to indemnify any other party from any losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including reasonable legal fees ("Losses") arising out of or due to the negligence or willful misconduct of such other Party. For purposes of this Agreement and each Builder Framework, "Indemnified Parties" means for each Party, (i) the Party and any person providing financing to the Party with respect to the System, (ii) any affiliate of the persons set forth in clause (i), and (iii) any director, officer, partner, member, manager, agent or employee of a person described in clause (i) or (ii); and, "Indemnifying Party" means each other Party, as the context requires.
- (b) Tesla's Indemnities. Tesla will indemnify, defend and hold harmless each other Party's Indemnified Parties from any Losses arising out of any claim, action, suit, proceeding, investigation made or brought by any third party ("Claims"):
- i. that Tesla Products (or any component or software thereof) or Tesla's Work pursuant to any Accepted Order infringes the intellectual property rights of a third party, other than a Claim for which such Party is responsible under Section 11(c). In addition, if such Party is enjoined from the use, operation or enjoyment of Tesla Products or any part thereof as a result of any Claim alleging that Tesla Products or Tesla's Work infringes the intellectual property rights of a third party, Tesla will at no cost to such Party, at Tesla's option: (1) have such injunction removed, (2) substitute non-infringing goods or processes, or (3) modify the infringing goods or processes so they become non-infringing and provide the same or better functionality and performance relative to the affected item's then-current functionality and performance; and
  - ii. in connection with the design, construction, installation, workmanship, materials or functionality of any materials, equipment and work furnished by Tesla, except with respect to any modification by any party other than Tesla (directly or indirectly) or use or reuse of Tesla Products that are the subject of an Accepted Order other than as permitted under this Agreement or their warranties.
- (c) Member, CalChoice and Program Fund Intellectual Property Indemnity. Member, CalChoice and Program Fund will indemnify and hold harmless Tesla and Tesla's Indemnified Parties from any Losses arising out of Claims alleging infringement to the extent involving:
- i. a particular design, process or product required or specified pursuant to any Accepted Order or where the copyright violations are contained in drawings, specifications or other documents prepared or provided by You or others for whom You are responsible,
  - ii. any modification by any party other than Tesla (directly or indirectly), use or reuse of Tesla Products other than as permitted under this Agreement or their warranties,
  - iii. use of Tesla Products in combination with any other products, materials or equipment not expressly authorized in writing by Tesla in circumstances where the infringement would have been avoided by the use of Tesla Products not so combined, unless such other products, materials or equipment are provided, required or approved by Tesla (as indicated by reasonable evidence) for, or are intrinsic to, use of Tesla Products, or
  - iv. any modifications or changes made to Tesla Products by any party other than Tesla other than at the direction (as indicated by reasonable evidence) of Tesla in circumstances where the infringement would have been avoided without such modifications or changes.

15. Limitation of Liability. Except for indemnification obligations (Section 14), breach of confidentiality (Section 17), or any gross negligence or willful misconduct, the Program Fund's and Tesla's total liability for all damages of any kind arising out this Agreement will not exceed \$1,000,000.00 and neither Member nor CalChoice shall bear any liability for any damages of any kind arising out this Agreement. Also, no party will have to pay any other party for any indirect, special or consequential damages.

16. Force Majeure. Each Party shall be excused from performance and shall not be considered to be in breach

with respect to any obligation hereunder other than any obligation to pay money due and owing, if and to the extent that such Party's failure of, or delay in, performance is caused by or results from acts or circumstances beyond the reasonable control of such Party (a "Force Majeure Event"); provided:

- (a) such Party gives the other Parties notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable and in any event within ten (10) Business Days after the discovery of the Force Majeure Event and its impact on such Party's performance;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (c) the Party uses reasonable endeavors to:
  - (i) overcome or mitigate the effects of such occurrence, and
  - (ii) minimize costs and expenses attendant to or arising from such occurrence;
- (d) when the Party is able to resume performance of the affected obligations, such Party shall so notify the other Party and promptly resume performance;

17. Confidentiality; Publicity.

- (a) Except for communications exchanged between each Party, each Party will keep any disclosures, as well as the terms of this Agreement, confidential in accordance with the non-disclosure agreements between them (the "NDAs") and agree that this Agreement is confidential information of each of them for purposes of the NDAs. (Even though the NDAs are separate documents, they are considered part of this Agreement).
- (b) Neither Party will advertise or issue any public announcement about this Agreement, or use the other Party's mark, name or logo in any marketing literature, web sites, articles, press releases (including interviews with representatives of media organizations of any form), or any other document or electronic communication, without the other Party's written consent.
- (c) Nothing in this Agreement, the NDAs, or any other agreement between the Parties limits or prohibits any announcement, disclosure, or other act that is required by law.

18. Governing Law; Disputes.

- (a) The Parties agree to comply with all applicable laws and regulations in connection with this Agreement. This Agreement is governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be brought in the Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California.
- (b) Neither of us is bound by any terms relating to Tesla Products or other matters covered by this Agreement or any Order that are not contained in this Agreement or the affected Order.
- (c) Each of the Parties also agree to promptly notify the other's senior level management if there is any dispute relating to this Agreement or any Orders and to try to resolve the dispute in good faith. If we are unable to resolve a dispute within 20 days after that notice is given, then either of us can take the dispute to arbitration through Judicial Arbitration and Mediation Services ("JAMS") according to JAMS Streamlined Arbitration Rules. The existence, content and result of the arbitration will be confidential. The arbitration will be conducted by a single arbitrator in English and in Los Angeles, California, unless otherwise agreed by the Parties. We will each bear our own expenses in the arbitration and will share equally the costs of the arbitration unless the arbitrator assigns costs to one of us. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction

19. Miscellaneous.

- (a) Representations. Each Party represents and warrants to the other Parties that (i) it is a legal entity, duly organized, validly existing and in good standing under the laws of jurisdiction of incorporation; (ii) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement (A) is within its powers, (B) has been duly authorized by all requisite action and (C) will not violate any agreement, commitment, certificate or other document to which it is a party or by which any of its assets may be bound or affected.
- (b) Compliance with Law. Each Party will comply with all applicable laws and regulations in connection with its performance under Agreement.
- (c) Notices. All notices under this Agreement must be in writing and must be sent via email, or express and/or certified mail, to the contacts identified in the Key Terms.
- (d) Assignment. Tesla can assign this Agreement and each Accepted Order (i) to an affiliate and (ii) as collateral in connection with its financing activities, in either case without the need for consent from any other Party.
- (e) Insurance. Each Party shall carry and maintain in force, with reputable insurance companies authorized to do business in the jurisdictions where the portion of the Member Territory is located. Each of the Parties shall each maintain all insurance that such Party is required by law to maintain. In connection with the Work pursuant to each Builder Framework and Accepted Order, Tesla shall be required to maintain insurance as set forth in Exhibit 6 to the Builder Framework.
- (f) Cumulative and Certain Exclusive Remedies. Except as otherwise specifically set forth in this agreement, all rights and remedies provided under this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
- (g) Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the Parties regarding the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term shall be severable from the remainder of this Agreement and 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 and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by the law.
- (h) Amendment and Modification. No amendment or modification of this Agreement is effective unless it is in writing and signed by each Party.
- (i) Waiver. No waiver by either Party of any provision of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right or remedy hereunder precludes any other or further exercise thereof or the exercise of any other right or remedy.
- (j) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- (k) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon

any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- (l) Survival. Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

**Schedule 2**  
**Pricing**

The following terms set forth in this table listed below (the “Pricing”) shall apply to each Accepted Order as of the date the Accepted Order is received by Tesla in accordance with the terms and conditions of this Agreement. The Parties agree that Tesla may, in its reasonable discretion, based upon community-specific factors, including installation complexity, as well as recent market factors and product availability, update the Pricing applicable to each Community pursuant to each New Home Builder Framework so long as the Pricing is at or below the Pricing set forth on the Program website. Pricing shall not exceed the Pricing on the Program website absent written Notice to the Parties (including email) and written acceptance by each applicable Party or any other method as may reasonably be agreed upon by the Parties.

<b>Solution</b>	<b>Price</b>
Solar PV (Rooftop)	\$2.42/Wp
Powerwall – 1 <sup>st</sup>	\$11,500
Powerwall – Each Additional	\$7,000
15 Year Powerwall Extended Warranty - Each	\$650
Member Services	\$0.40/Wp of PV
Tesla Pre-Construction Services  <i>Examples: Remove copper from roof; upgrade structure; remove existing solar PV; remove/relocate AC unit; remove/fix existing generator; remove existing battery backup; remove/relocate existing solar thermal; remove/relocate rooftop vents; remove/trim tree; clean roof surface; fix electrical code violation; remove/relocate shelving; master-panel upgrade (MPU) (situational)</i>	<b>14.5¢ PPA:</b> \$0 - \$750 in pre-construction services <b>15.0¢ PPA:</b> \$751 - \$2,500 in pre-construction services <b>15.5¢ PPA:</b> \$2,500 - \$5,000 in pre-construction services <b>Project Ineligible:</b> > \$5,000 in pre-construction services

By way of example, for a typical System (7.6 kW Solar PV + 1 Powerwall)

<b>Solution</b>	<b>Price</b>
7.6 kW Solar PV	\$18,392
Powerwall – 1 <sup>st</sup>	\$11,500
Powerwall – Each Additional	\$0 (N/A)
15 Year Powerwall Extended Warranty - Each	\$650
Member Services	\$3,040
Tesla Pre-Construction Services	\$2,000
<b>TOTAL:</b>	<b>\$35,582 (corresponds to a 15.0¢ Customer PPA)</b>

**Attachment A**

**Form of Customer Agreement**

[Insert]

**Attachment B**  
**Form of New Homes Builder Framework Agreement**

[Insert]

**Attachment C**  
**Form of Customer Order – Program Terms**

[Insert]



**RESIDENTIAL SOLAR / ENERGY STORAGE PROGRAM  
POWER PURCHASE AND SALE AGREEMENT**

**BETWEEN**

**CITY OF PICO RIVERA, A CALIFORNIA MUNICIPAL CORPORATION,  
D/B/A PICO RIVERA INNOVATIVE MUNICIPAL ENERGY**

**AND**

**PARTICIPATE.ENERGY LLC**

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**Exhibits:**

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Exhibit B	Notices
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## RESIDENTIAL SOLAR / ENERGY STORAGE PROGRAM

### POWER PURCHASE AND SALE AGREEMENT

This Residential Solar / Energy Storage Program Power Purchase and Sale Agreement (this “**Agreement**”) is made and effective as of [REDACTED], 2023 (the “**Effective Date**”), by and between Participate.Energy LLC (“**Seller**”) and CITY OF PICO RIVERA, A CALIFORNIA MUNICIPAL CORPORATION, D/B/A PICO RIVERA INNOVATIVE MUNICIPAL ENERGY (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties.**” Unless the context otherwise specifies or requires, capitalized terms in this Agreement have the meanings set forth in Article 1.

#### RECITALS

A. Seller desires to develop, design, construct, finance, own and operate residential solar and energy storage systems to be located at private residences within Buyer’s service territory (each a “**System**” or, collectively, the “**Systems**”).

B. Seller desires to sell to Buyer, and Buyer is willing to purchase from Seller the Product generated by each System pursuant to the terms and conditions of this Agreement.

C. Buyer and Seller intend that Seller will add Systems to this Agreement from time to time during the Portfolio Term. Each System, once such System has reached Commercial Operation evidenced by delivery from Seller to Buyer of (i) written confirmation from the System installer that such System has been completed, and (ii) an updated Included Systems List attached hereto as Exhibit A listing such new System as a system covered under this Agreement, shall be covered under the terms of this Agreement, and Buyer shall purchase from Seller the Product generated by such System as of the Commercial Operation Date.

D. In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

#### ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” has the meaning set forth in the Preamble and includes any exhibits, schedules and any written supplements hereto, any designated collateral, credit support or similar arrangement between the Parties.

“**Bankrupt**” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of sixty (60) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“**Bankruptcy Code**” means the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*), as amended, and any successor statute.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“**Buyer**” has the meaning set forth in the preamble.

“**Buyer’s Service Territory**” means the service territory of Buyer

“**Commercial Operation**” means, with respect to each System, the condition existing when (i) all conditions to operate the System, including without limitation all applicable regulatory authorizations, approvals and permits for the operation of the System have been obtained, satisfied and complied with, and are in full force and effect, in order to produce, sell and transmit Energy.

“**Commercial Operation Date**” means the first date of Commercial Operation of a System after completion of a System as confirmed in writing by the System installer.

“**Confidential Information**” has the meaning set forth in Section 20.1.

“**Contract Capacity**” means, with respect to each System the kW AC capacity measured at the Delivery Point set forth in the Included Systems List with respect to such System.

“**Capacity Charge**” has the meaning set forth in Section 0

“**Contract Price**” has the meaning set forth in Section 0.

“**Contract Term**” has the meaning set forth in Section 3.1.

“**Contract Year**” means with respect to any and all Systems a twelve (12) month period beginning on the Commercial Operation Date and each successive twelve (12) month period thereafter during the Contract Term.

“**Customer**” means the property owner of the property where a System is located.

**“Customer Agreement”** means an agreement between the Seller and Customer relating to (a) the installation of the System at the property, (b) the sale of power generated by the System by Seller to Buyer, and (3) the sale by Buyer to the Customer of an amount of electric power, which is equivalent to electric power generated by the System located on the property.

**“Costs”** means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

**“CPUC”** means the California Public Utilities Commission, or successor entity.

**“Defaulting Party”** has the meaning set forth in Section 12.1(a).

**“Delivered Energy”** means with respect to each System all Energy produced from the System as measured in kWh at the System Delivery Point.

**“Delivery Point”** means with respect to each System the point of delivery for Energy as set forth in the final as-built plans for such System.

**“Early Termination Date”** has the meaning set forth in Section 12.2.

**“Effective Date”** has the meaning set forth on the Preamble.

**“Energy”** means metered electrical energy, measured in kWh, which is produced by each System or by a number of Systems in the aggregate.

**“Energy Rate”** has the meaning set forth in Section 0

**“Event of Default”** has the meaning set forth in Section 12.1.

**“FERC”** means the Federal Energy Regulatory Commission or any successor government agency.

**“Force Majeure Event”** has the meaning set forth in Section 11.1.

**“Future Environmental Attributes”** shall mean, with respect to each System, any and all generation attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in the future, to the generation of electrical energy by the System.

**“Gains”** means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement



for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the non-defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and includes the value of Green Attributes and Resource Adequacy Benefits.

**“Governmental Authority”** means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law; *provided, however*, that “Governmental Authority” shall not in any event include any Party.

**“Green Attributes”** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the System, and its displacement of conventional Energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;<sup>1</sup> (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the System, (ii) production tax credits associated with the construction or operation of the System and other financial incentives in the form of credits, reductions, or allowances associated with the System that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the System for compliance with local, state, or federal operating and/or air

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<sup>1</sup> Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

quality permits. If the System is a biomass or landfill gas System and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the System.

**“Green Tag Reporting Rights”** means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS operating rules.

**“Included Systems List”** means a list of Systems covered by the terms of this Agreement, of which Seller will sell to Buyer, and Buyer will purchase from Seller the Product generated by each System listed thereon. The Included System List will be amended by means of Seller delivering an updated Included Systems List to Buyer from time to time, listing any new System completed by Seller. The initial Included Systems List is attached hereto as Exhibit A and subsequent Included Systems List amended as stated above shall automatically replace any prior Included Systems List as Exhibit A attached hereto. Absent manifest error or fraud, each updated Included Systems List shall be binding upon the Parties.

**“Indemnified Party”** has the meaning set forth in Section 18.1.

**“Indemnifying Party”** has the meaning set forth in Section 18.1.

**“Installed Capacity”** means, with respect to each System, the System demonstrated peak System electrical output measured in kW AC at the System Delivery Point.

**“Interest Rate”** has the meaning set forth in Section 9.2.

**“kW”** means kilowatts measured in alternating current.

**“kWh”** means kilowatt-hour.

**“Law”** means any applicable law, statute, regulation, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

**“Lender”** means, collectively, any Person (i) providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the System, whether that financing or refinancing takes the form of private debt, equity, public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity investor directly or indirectly providing financing or refinancing for the System or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the System.

“**Losses**” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the non-defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes and Resource Adequacy Benefits.

“**MW**” means megawatts measured in alternating current.

“**MWh**” means megawatt-hour.

“**Non-Defaulting Party**” has the meaning set forth in Section 12.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

“**Party**” has the meaning set forth in the Preamble.

“**Person**” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“**Portfolio Term**” means the time period commencing on the Effective Date and ending on the 5<sup>th</sup> anniversary thereof.

“**Pre-Construction Expenses**” means expenses incurred by Seller or its contractors prior to construction of a System to prepare the System site for System integration, which may include, without limitation removal of copper or other materials from roof; upgrade roof structure; removal of existing solar PV; removal or relocation of AC unit; removal or repair of existing generator; removal of existing battery backup; removal or relocation of existing solar thermal; removal or relocation of rooftop vents; removal of trees or obstructions and tree trimming; cleaning of roof surface; repair of electrical code violation; removal or relocation of shelving; or master-panel upgrade (MPU).

“**Product**” means, with reference to each System, all electric energy produced by the System throughout the System Delivery Term; all Green Attributes; and all Resource Adequacy Benefits, if any; generated by, associated with or attributable to the System throughout the System Delivery Term.

“**Prudent Operating Practice**” means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric

power industry for facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. Prudent Operating Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions reasonable under the circumstances.

**“Qualified Assignee”** means any Person that has (or will contract with a Person that has) competent experience in the operation and maintenance of similar electrical generation systems and is financially capable of performing Seller’s obligations (considering such Person’s own financial wherewithal and that of such Person’s guarantor or other credit support) under this Agreement.

**“Renewable Energy Credit”** has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

**“Renewable Energy Incentives”** means with respect to each System: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the System (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); and (b) any other form of incentive relating in any way to the System that are not a Green Attribute or a Future Environmental Attribute.

**“Resource Adequacy Benefits”** means the rights and privileges attached to the System that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision and shall include any local, zonal or otherwise locational attributes associated with the System.

**“Seller”** has the meaning set forth in the preamble.

**“Settlement Amount”** means the non-defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the non-defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the non-defaulting Party. If the non-defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

**“System(s)”** has the meaning set forth in the Recitals hereto.

**“System Delivery Term”** means with respect to each System the period of twenty-five (25) Contract Years beginning on the Commercial Operation Date and ending on the twentieth (25<sup>th</sup>) anniversary of the Commercial Operation Date, unless terminated earlier or extended in accordance with the terms and conditions of this Agreement. In the event of an extension of a Customer Agreement beyond 25 years, the System Delivery Term for the respective System shall be extended to be co-terminus with such Customer Agreement.

“**System Forecast List**” has the meaning set forth in Section 20.1. The format of the System Forecast List shall be substantially similar to the format of the Included Systems List.

“**Tax**” or “**Taxes**” means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“**Termination Payment**” has the meaning set forth in Section 12.3.

“**Terminated Transaction**” has the meaning set forth in Section 12.2.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

1.2 **Rules of Interpretation**. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified, and in the event of a conflict, the provisions of the main body of this Agreement shall prevail over the provisions of any attachment or annex;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the term “including” means “including without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the work or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

## ARTICLE 2 SYSTEMS, COMMERCIAL OPERATION, FORECASTING

2.1 **Systems.** During the Portfolio Period Seller shall use reasonable commercial efforts to design, develop and install Systems in Buyer’s Service Territory. Each System developed by Seller in Buyer’s Service Territory shall be developed exclusively for inclusion under the terms of this Agreement.

2.2 **Commercial Operation.** Within ten (10) days after a System qualified under Section 2.1 above has reached Commercial Operation, Seller shall deliver to Buyer confirmation by the System installer either in hardcopy or electronic that such System has been completed and an updated Included Systems List adding such System thereon. Upon delivery of the updated Included Systems List, such System shall be covered under the terms of this Agreement.

2.3 **Forecasting.** Within ten (10) days after the end of each calendar quarter during the Portfolio Period, Seller shall deliver to Buyer a list (the “**System Forecast List**”) with Systems which Seller forecasts to place into Commercial Operation within ninety (90) days after the date of the System Forecast List.

### ARTICLE 3 TERM

3.1 **Contract Term.** The term of this Agreement (“**Contract Term**”) consist of the Portfolio Term and the System Delivery Term, and shall commence on the Effective Date and shall remain in full force and effect with respect to each System until the end of the applicable System Delivery Term.

3.2 **Contract Term Extension.** Buyer shall have the right, but not the obligation, to extend the System Delivery Term for any System for two additional five (5) Contract Years at the then-current Contract Price, but Seller must receive Notice of such extension at least one hundred eighty days (180) before the end of the initial Contract Term or the then current extension term thereof.

3.3 **Survival of Contract Provisions.** Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 19 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

### ARTICLE 4 PURCHASE AND SALE

4.1 **Sale of Product.** Subject Seller’s document deliveries to Buyer under Section 2.2 above and the terms and conditions of this Agreement, during the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller at the applicable Energy Rate, all of the Product produced by a System delivered to the System Delivery Point. At its sole discretion, Buyer may re-sell or use for another purpose all or a portion of the Product. Buyer will have exclusive rights to offer, bid, or otherwise submit the Product from the System for resale in the market, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Product from any System that is not or cannot be delivered to the System Delivery Point as a result of any circumstance, including, an outage of the System, a Force Majeure Event affecting Buyer’s ability to receive the Product (but not its ability to transmit the Product from the System Delivery Point). In no event shall Seller have the right to procure any element of the Product for sale or delivery to Buyer from sources other than the Systems covered under the terms of this Agreement.

4.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all of the Green Attributes, attributable to the Energy produced by a Systems covered under the terms of this Agreement.

4.3 **Compensation.** The contract price payable by Buyer to Seller hereunder (the “**Contract Price**”) shall be calculated as the sum of Energy Rate and Capacity Charge.

(a) **Energy Rate.** For each kWh delivered to a System Delivery Point Buyer shall pay Seller the following amounts (the “**Energy Rate**”) during the first Contract Year of each System Delivery Term:

(i) fourteen and one-half U.S. Cents (\$0.145) for Systems with Pre-Construction Costs of seven hundred fifty Dollars (\$750.00) or less;

(ii) fifteen U.S. Cents (\$0.15) for Systems with Pre-Construction Costs exceeding seven hundred fifty Dollars (\$750.00) but less than two thousand five hundred Dollars (\$2,500);

(iii) fifteen and one-half U.S. Cents (\$0.155) for Systems with Pre-Construction Costs exceeding two thousand five hundred Dollars (\$2,500) but less than five thousand Dollars (\$5,000)

The applicable Energy Rate for the first Contract Year of the System Delivery Term will be set forth on the Included Systems List for each System. For each subsequent Contract Year during the System Delivery Term, the Energy Rate shall increase by one and nine-tenth percent (1.9%) annually.

(b) Capacity Charge. For each System that includes an installed and operational Tesla Powerwall, Buyer shall pay Seller a monthly fee (the "**Capacity Charge**") in the amount of one hundred fifteen Dollars (\$115.00), *provided, that* the Capacity Charge shall be reduce to seventy-five Dollars (\$75.00) for any additional Tesla Powerwall installed at the same System site.

4.4 **Ownership of Renewable Energy Incentives**. Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

4.5 **Future Environmental Attributes**.

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. In such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated such Future Environmental Attributes. Seller shall have no obligation to alter the System unless the Parties have agreed on all necessary terms and conditions relating to such alteration and Buyer has agreed to reimburse Seller for all costs associated with such alteration.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 4.5(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future



Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs, as set forth above; *provided*, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

4.6 **Sale of Energy to Customers.** Buyer agrees to sell the electric energy produced by the System throughout the System Delivery Term at a price not higher than the Energy Rate and at terms no less favorable than the terms set forth under this Agreement.

## **ARTICLE 5 OBLIGATIONS AND DELIVERIES**

### **5.1 Delivery.**

(a) **Energy.** Subject to the terms and conditions of this Agreement, Seller shall make available and Buyer shall accept all Delivered Energy on an as-generated, instantaneous basis at the respective System Delivery Point. Notwithstanding anything to the contrary in this Agreement (including with respect to any Force Majeure Event), Buyer shall be responsible for all charges, penalties, ratcheted demand or similar charges, and any transmission related charges, including imbalance penalties or congestion charges associated with Delivered Energy from and after the System Delivery Point.

(b) **Green Attributes.** Seller hereby provides and conveys all Green Attributes associated with the Delivered Energy as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the System, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the System.

### **5.2 Title and Risk of Loss.**

(a) **Energy.** Title to and risk of loss related to the Delivered Energy generated by each System shall pass and transfer from Seller to Buyer at the System Delivery Point.

(b) **Green Attributes.** Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

## **ARTICLE 6 TAXES**

6.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to any System or on or with respect to the sale and making available Product to Buyer, that are imposed on Product prior to the System Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and from a System Delivery Point (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). Notwithstanding the foregoing, each Party shall be responsible for its own Taxes calculated based on the income or profits generated in connection with the purchase and sale of the Product hereunder. If a Party is required to remit or

pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Energy hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

6.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefore from the other Party. All Energy delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Energy.

## **ARTICLE 7 MAINTENANCE OF SYSTEMS**

7.1 **Maintenance of Systems.** Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of all System covered under this Agreement, and the generation and sale of Product generated therefrom.

7.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of each System. If Seller becomes aware of any circumstances relating to a System that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified on Exhibit D Notice of such condition. Such action may include disconnecting and removing all or a portion of such System, or suspending the supply of Energy from such System to Buyer.

## **ARTICLE 8 METERING**

8.1 **Metering.** Seller shall measure the amount of Energy produced at each System using a commercially available, revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. Each meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer.

8.2 **Meter Verification.** If Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meters of a reasonable sample of all Systems then covered under this Agreement, but in any case, not more than 1 in every 10 Systems. The tests shall be conducted by independent third-parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is

inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test for the respective System shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

## **ARTICLE 9 INVOICING AND PAYMENT; CREDIT**

9.1 **Invoicing.** Seller shall make good faith efforts to deliver an aggregate invoice to Buyer for the Contract Price due for all Systems then covered under this Agreement no later than fifteen (15) Business Days after the end of the prior monthly billing period.

9.2 **Payment.** Buyer shall make payment to Seller for the Contract Price due and payable by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts within thirty (30) days after receipt of the invoice. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to 10% of the total amount due. If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

9.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon fifteen (15) days' Notice to Seller, Buyer shall be granted reasonable access to the accounting books and records pertaining to all invoices generated pursuant to this Agreement.

9.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 9.5, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 9.2, accruing from the date on which the non-erring Party received Notice thereof.

9.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed

amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 9.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

9.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement, including any related damages calculated pursuant to Exhibits B and F, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

## **ARTICLE 10 NOTICES**

10.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth Exhibit B or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

10.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

## **ARTICLE 11 FORCE MAJEURE**

### 11.1 **Definition.**

(a) “**Force Majeure Event**” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including Buyer’s ability to buy Energy at a lower price than the Contract Price, Buyer’s inability economically to use or resell the Product purchased hereunder, or Seller’s ability to sell Energy at a higher price than the Contract Price); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the System; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the System; (v) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the System; or (vi) any equipment failure except if such equipment failure is caused by a Force Majeure Event.

11.2 **No Liability If a Force Majeure Event Occurs.** Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party’s performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

11.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided, however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

11.4 **Termination Following Force Majeure Event.** If a Force Majeure Event has occurred that has caused either Party to be wholly or partially unable to perform its obligations hereunder, and has continued for a consecutive eight (8) month period, then the non-claiming Party may terminate this Agreement upon Notice to the other Party with respect to the System experiencing the Force Majeure Event. Upon any such termination, the non-claiming Party shall have no liability to the Force Majeure Event claiming Party, save and except for those obligations specified in Section 0.

## **ARTICLE 12 DEFAULTS; REMEDIES; TERMINATION**

### **12.1 Events of Default. An "Event of Default" shall mean,**

(a) with respect to a Party (the "**Defaulting Party**") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within five (5) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) days after Notice thereof;

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 15.2; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(vii) with respect to Seller as the Defaulting Party, if at any time, Seller delivers or attempts to deliver to a System Delivery Point for sale under this Agreement Energy that was not generated by the respective System.

12.2 **Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the right (a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) Business Days after such Notice is deemed to be received, as an early termination date (“**Early Termination Date**”) of (i) the inclusion of a System under this Agreement and the respective System Delivery Term, if the Event of Default only relates to such System, or (ii) this Agreement, if the Event of Default relates to all Systems (in each case, (i) and (ii), the “**Terminated Transaction**”), and either the System Delivery Term (in case of option (i)) or the Contract Term (in case of Option (ii)) will terminate effective as of the Early Termination Date, and all amounts owing between the Parties shall accelerate (under option (a), however, only with respect to the terminated System), and the non-defaulting party may collect liquidated damages calculated in accordance with Section 12.3 (*Termination Payment*) below; (b) to withhold any payments due to the Defaulting Party under this Agreement (but under option (a)(i) only with respect to the terminated System); (c) to suspend performance (but under option (a)(i) only with respect to the terminated System); and (d) to exercise any other right or remedy available at law or in equity, including injunctive relief to the extent permitted under this Agreement, except to the extent such remedies are expressly limited under this Agreement

12.3 **Termination Payment.** The Termination Payment (“**Termination Payment**”) for a Terminated Transaction shall be the aggregate of all Settlement Amounts relating to such Terminated Transaction plus any or all other amounts due to the Non-Defaulting Party relating thereto netted into a single amount. If the Non-Defaulting Party’s aggregate Gains relating to a Terminated Transaction exceed its aggregate Losses and Costs related thereto, if any, resulting from the termination of this Agreement, the Termination Payment shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages, lost revenues or lost profits; provided, however, that any lost Green Attributes shall be deemed direct damages covered by this Agreement. Without prejudice to the Non-Defaulting Party’s duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party’s rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

12.4 **Notice of Payment of Termination Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

12.5 **Disputes With Respect to Termination Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 16.

12.6 **Rights And Remedies Are Cumulative.** Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

12.7 **Mitigation.** Any Non-Defaulting Party shall be obligated to mitigate its Costs, losses and damages resulting from any Event of Default of the other Party under this Agreement.

### **ARTICLE 13 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.**

13.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE, BUSINESS INTERRUPTION OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13.2 **Waiver and Exclusion of Other Damages.** THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR



MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX BENEFITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEXT SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

#### **ARTICLE 14 REPRESENTATIONS AND WARRANTIES; AUTHORITY**

14.1 **Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action on the part of Seller and does not and will not require

the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

14.2 **Buyer's Effective Date Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) (e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or

similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

14.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and any contracts to which it is a party and in material compliance with any Law.

## **ARTICLE 15 ASSIGNMENT**

15.1 **General Prohibition on Assignments.** Except as provided below and in Article 15, neither Seller nor Buyer may voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party. Neither Seller nor Buyer shall unreasonably withhold, condition or delay any requested consent to an assignment that is allowed by the terms of this Agreement. Any such assignment or delegation made without such written consent or in violation of the conditions to assignment set out below shall be null and void.

15.2 **Permitted Assignment; Change of Control of Seller.** Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller; (b) any Person succeeding to all or substantially all of the assets of Seller (whether voluntary or by operation of law); or (c) subject to Section 16.1, a Lender as collateral, *provided however*, that in each of the foregoing situations, the assignee shall be a Qualified Assignee; *provided, further*, that in each such case, Seller shall give Notice to Buyer no fewer than fifteen (15) Business Days before such assignment that (i) notifies Buyer of such assignment and (ii) provides to Buyer a written agreement signed by the Person to which Seller wishes to assign its interests which (y) provides that such Person will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (z) certifies that such Person shall meet the definition of a Qualified Assignee. In the event that Buyer, in good faith, does not agree that Seller's assignee meets the definition of a Qualified Assignee, then either Seller must agree to remain financially responsible under this Agreement, or Seller's assignee must provide payment security in an amount and form reasonably acceptable to Buyer. Any direct or indirect change of control of Seller (whether voluntary or by operation of Law) shall be deemed an assignment under this Section 15.2. Any assignment by Seller, its successors or assigns under this Section 15.2 shall be

of no force and effect unless and until such Notice and agreement by the assignee have been received by Buyer.

15.3 **Change of Control of Buyer.** Buyer may assign its interests in this Agreement to an Affiliate of Buyer or to any entity that has acquired all or substantially all of Buyer's assets or business, whether by merger, acquisition or otherwise without Seller's prior written consent, *provided* that no fewer than fifteen (15) Business Days before such assignment Buyer (a) notifies Seller of such assignment and (b) provides to Seller a written agreement signed by the Person to which Buyer wishes to assign its interests stating that (i) such Person agrees to assume all of Buyer's obligations and liabilities under this Agreement and under any consent to assignment and other documents previously entered into by Seller as described in Section 16.2(b) and (ii) such Person has the financial capability to perform all of Buyer's obligations under this Agreement. In the event that Seller, in good faith, does not agree that Buyer's assignee has the financial capability to perform all of Buyer's obligations under this Agreement, then either Buyer must agree to remain financially responsible under this Agreement, or Buyer's assignee must provide payment security in an amount and form reasonably acceptable to Seller. Any assignment by Buyer, its successors or assigns under this Section 15.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received by Seller.

## **ARTICLE 16 LENDER ACCOMMODATIONS**

16.1 **Granting of Lender Interest.** Notwithstanding Section 15.2 or Section 15.3, either Party may, without the consent of the other Party, grant an interest (by way of collateral assignment, or as security, beneficially or otherwise) in its rights and/or obligations under this Agreement to any Lender. Each Party's obligations under this Agreement shall continue in their entirety in full force and effect. Promptly after granting such interest, the granting Party shall notify the Buyer in writing of the name, address, and telephone and facsimile numbers of any Lender to which the granting Party's interest under this Agreement has been assigned. Such Notice shall include the names of the Lenders to whom all written and telephonic communications may be addressed. After giving the other Party such initial Notice, the granting Party shall promptly give the other Party Notice of any change in the information provided in the initial Notice or any revised Notice.

16.2 **Rights of Lender.** If a Party grants an interest under this Agreement as permitted by Section 16.1, the following provisions shall apply:

(a) Lender shall have the right, but not the obligation, to perform any act required to be performed by the granting Party under this Agreement to prevent or cure a default by the granting Party in accordance with Section 12.2, and such act performed by Lender shall be as effective to prevent or cure a default as if done by the granting Party.

(b) The other Party shall cooperate with the granting Party or any Lender, to execute or arrange for the delivery of certificates, consents, opinions, estoppels, amendments and other documents reasonably requested by the granting Party or Lender in order to consummate any financing or refinancing and shall enter into reasonable agreements with such Lender that provide that Buyer recognizes the Lender's security interest and such other provisions as may be

reasonably requested by Seller or any such Lender; provided, however, that all costs and expenses (including reasonable attorney's fees) incurred by Buyer in connection therewith shall be borne by Seller.

(c) Each Party agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of the granting Party or shall have any obligation or liability to the other Party with respect to this Agreement except to the extent any Lender has expressly assumed the obligations of the granting Party hereunder; *provided* that non-granting shall nevertheless be entitled to exercise all of its rights hereunder in the event that the granting Party or Lender fails to perform the granting Party's obligations under this Agreement.

16.3 **Cure Rights of Lender.** The non-granting Party shall provide Notice of the occurrence of any Event of Default described in Section 12.1 or 12.2 hereof to any Lender, and such Party shall accept a cure performed by any Lender and shall negotiate in good faith with any Lender as to the cure period(s) that will be allowed for any Lender to cure any granting Party Event of Default hereunder. The non-granting Party shall accept a cure performed by any Lender so long as the cure is accomplished within the applicable cure period so agreed to between the non-granting Party and any Lender. Notwithstanding any such action by any Lender, the granting Party shall not be released and discharged from and shall remain liable for any and all obligations to the non-granting Party arising or accruing hereunder.

## **ARTICLE 17 DISPUTE RESOLUTION**

17.1 **Governing Law.** This agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law.

17.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

## **ARTICLE 18 INDEMNIFICATION**

### 18.1 **Indemnification.**

(a) Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from,

or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.

(b) Nothing in this Section 18.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

18.2 **Claims.** Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, *provided, however,* that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 17, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

## ARTICLE 19 INSURANCE

### 19.1 **Insurance.**

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of one million dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than two million dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and naming Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of five million dollars (\$5,000,000) Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) **Employer's Liability Insurance.** Employers' Liability insurance shall not be less than one million dollars (\$1,000,000.00) for injury or death occurring as a result of each

accident. With regard to bodily injury by disease, the one million-dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the System prior to the Commercial Operation Date, construction all-risk form property insurance covering the System during such construction periods, and naming the Seller (and Lender if any) as the loss payee.

(f) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than one million dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 19.1(f).

(g) Evidence of Insurance. Seller shall deliver to Buyer certificates of insurance evidencing such coverage prior to the execution of the agreement. These certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 18, Seller, among other things and without restricting Buyer's remedies under the law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 18 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the

same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

## **ARTICLE 20 CONFIDENTIAL INFORMATION**

20.1 **Definition of Confidential Information.** The following constitutes “**Confidential Information**,” whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) proposals and negotiations until this Agreement is approved and executed by the Buyer, and (b) information that either Seller or Buyer stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

20.2 **Duty to Maintain Confidentiality.** Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (a) to be made by any requirements of Law, including but not limited to the California Public Records Act (Government Code Section 6250 et seq.) and the Brown Act (Government Code Section 54950 et seq.), (b) pursuant to an order of a court or (c) in order to enforce this Agreement. The originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion.

20.3 **Irreparable Injury; Remedies.** Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article 19 may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief and/or notwithstanding Section 13.2, consequential damages.

20.4 **Disclosure to Lender.** Notwithstanding anything to the contrary in this Article 20, Confidential Information may be disclosed by Seller to any potential Lender or any of its agents, consultants or trustees so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 19 to the same extent as if it were a Party.

## **ARTICLE 21 MISCELLANEOUS**

21.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein



are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

21.2 **Amendments**. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

21.3 **No Waiver**. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

21.4 **No Agency, Partnership, Joint Venture or Lease**. Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy service provider and energy service recipient, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the System or any business related to the System. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

21.5 **Severability**. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

21.6 **Forward Contract**. The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the Bankruptcy Code and that Buyer and Seller are each “forward contract merchants” within the meaning of the Bankruptcy Code

21.7 **Mobile-Sierra**. Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party or the FERC acting *sua sponte* shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

21.8 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

21.9 **Facsimile or Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

21.10 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**SELLER**

Participate.Energy LLC  
a Delaware limited liability company

**BUYER**

CITY OF PICO RIVERA, A CALIFORNIA  
MUNICIPAL CORPORATION, D/B/A  
PICO RIVERA INNOVATIVE MUNICIPAL  
ENERGY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
INCLUDED SYSTEMS LIST**

<b>SYSTEM NAME or ID</b>	<b>SYSTEM SITE ADDRESS or LOCATION</b>	<b>SYSTEM SYSTEM SIZE (kWAC)</b>	<b>ESTIMATED FIRST YEAR ANNUAL PRODUCTION (kWh)</b>	<b>FIRST YEAR ENERGY RATE</b>	<b>ENERGY STORAGE (No. of Tesla Powerwall Units)</b>

**EXHIBIT B  
NOTICES**

Seller:

Participate.Energy LLC  
2093 Philadelphia Pike #3125,  
Claymont, DE 19703.  
Attn: Ethan Friedman  
Phone: 917-301-2621  
Email: [ethan@partcipate.energy](mailto:ethan@partcipate.energy)

With a copy to:

Scheduling:

Participate.Energy LLC  
2093 Philadelphia Pike #3125,  
Claymont, DE 19703.  
Attn: Ethan Friedman  
Phone: 917-301-2621  
Email: [ethan@partcipate.energy](mailto:ethan@partcipate.energy)

Buyer:

Pico Rivera Innovative Municipal Energy  
6615 Passons Blvd  
Pico Rivera, CA 90660  
Attn: Contract Administration  
Email: [scarmona@pico-rivera.org](mailto:scarmona@pico-rivera.org)

With a copy to:

Name:  
Attorney for Buyer  
Address:

Phone:  
Facsimile:  
Email:

## EXHIBIT C

### EMERGENCY CONTACT INFORMATION

**BUYER:**

Steven Carmona  
6615 Passons Blvd  
Pico Rivera, CA 90660  
Email: [scarmona@pico-rivera.org](mailto:scarmona@pico-rivera.org)

**WITH COPY TO:**

Cathy DeFalco, Energy Manager - Regulatory  
California Choice Energy Authority (“CalChoice”)  
Phone: 805-260-9047  
Email: [cathy@calchoice.org](mailto:cathy@calchoice.org)

**SELLER:**

Participate.Energy LLC  
2093 Philadelphia Pike #3125,  
Claymont, DE 19703.  
Attn: Ethan Friedman  
Phone: 917-301-2621  
Email: [ethan@participate.energy](mailto:ethan@participate.energy)

## PROGRAM MANAGEMENT AGREEMENT

This Program Management Agreement (this “*Agreement*”) dated effective as of [February 1, 2023], (the “*Effective Date*”) is by and between CITY OF PICO RIVERA, A CALIFORNIA MUNICIPAL CORPORATION, D/B/A PICO RIVERA INNOVATIVE MUNICIPAL ENERGY (“*Program Manager*”), and Participate.Energy LLC, a Delaware limited liability company (the “*Owner*”). The parties hereto are sometimes herein referred to individually as a “*Party*” and collectively as the “*Parties*”.

### RECITALS

A. Program Manager, Owner and Tesla, Inc. (“*Installer*”) have entered in to certain agreements for the creation of a distributed solar and energy storage program for residential electricity customers in Program Manager’s service territory (the “*Program*”). Under the terms of the Program, Owner will develop, finance, and own residential solar and energy storage systems to be located at private residences within Program Manager’s service territory (each a “*System*” or, collectively, the “*Systems*”), Installer will install the Systems under an installation contract between Installer and Owner (“*Installation Contract*”), and Program Manager will buy from Owner the energy and certain energy attributes and benefits generated by each System under the terms of a certain power purchase agreement between the Parties of even date herewith (the “*Power Purchase Agreement*”).

B. Owner does not independently maintain the internal capability to perform the Program Management Services (as defined below) that Owner requires in connection with the installation of the Systems, and Program Manager’s capabilities are expected to provide significant benefits to Owner. Therefore, Owner desires to engage Program Manager to manage certain aspects of the System permit management, Installer communication, and origination of potential customers in Program Manager’s service territory, all as further set forth herein (the “*Program Management Services*”).

C. In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

### AGREEMENT

In consideration of the above recitals, the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Appointment and Term; Assumption of Development Responsibilities; Standard of Performance.** Owner hereby appoints Program Manager to render the Program Management Services as further described in the *Schedule of Program Management Services* attached hereto as Exhibit A. Program Manager hereby accepts such appointment. The term of this Agreement shall be co-terminus with the term of the Power Purchase Agreement (“*Term*”). Program Manager shall use such diligence, care and prudence in the performance of its obligations

hereunder as are commercially reasonable, and shall devote such time, effort and skills of its personnel as a reasonable service Program Manager in like position would do in like circumstances.

2. **Limitations and Restrictions.** Notwithstanding any provisions of this Agreement, Program Manager shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by Owner:

(a) alteration of any System contemplated by the Installation Contract, except for such matters as may be expressly delegated in writing to Program Manager by Owner;

(b) any proposed change in the installation of a System, or in the plans and specifications therefor as previously approved by Owner, that increases the cost thereof, or any other change that would affect the design, cost, value or quality of any of a System, except for such matters as may be expressly delegated in writing to Program Manager by Owner.

3. **Standard of Conduct.**

a) Program Manager shall provide the Program Management Services, perform its other obligations and exercise its rights or powers under this Agreement in a prudent manner, with the degree of skill and judgment normally exercised by Program Managers performing Program Management Services for the permitting of systems of a similar nature, and in accordance with: (i) any applicable laws and regulations; and (ii) any agreement, instrument or other document to which Owner is a party, and that Owner has delivered to Program Manager, that relates to a System or any component thereof ("**Project Documents**"), except to the extent Owner provides Program Manager with written instructions not to do so in the event Owner is contesting in good faith the validity or application of any such applicable laws and regulations or such term and condition of a System Document, in any reasonable manner.

b) Program Manager may, at any time, if it reasonably considers it to be necessary or appropriate, request written instruction from Owner with respect to any matter contemplated by this Agreement and may defer action thereon pending the receipt of such written instructions.

c) Program Manager shall advise Owner promptly, if it becomes aware of any material inconsistency between any of the following:

- (i) Owner's instructions given in accordance with this Agreement from time to time;
- (ii) any System Document;
- (iii) Required insurance (if any); and
- (iv) any applicable laws and regulations or Permit.



d) Any action taken by Program Manager in accordance with the written instructions of Owner, or failure to act pending the receipt of such written instructions, shall be deemed to be within the scope of Program Manager's authority and in accordance with its obligations under this Agreement and, without limitation, shall not constitute gross negligence or willful misconduct as referred in Section 10(b).

**4. Accounts and Records.**

(a) Program Manager, shall keep such books of account and other records relating to each System as may be required by applicable laws and regulations or as reasonably requested by Owner in writing. All accounts and records relating to a System, including all correspondence, shall be surrendered to Owner upon demand without charge therefor.

(b) All books and records prepared or maintained by Program Manager shall be kept and maintained at all times at secure locations accessible to Owner for audit, inspection and copying by Owner or any representative or auditor therefor or supervisory or regulatory authority upon reasonable written request.

(c) During the Term, Program Manager shall keep Owner reasonably informed as to the status of the Program Management Services provided by Program Manager. Program Manager shall notify Owner in writing of any material event related to the Program Management Services provided by Program Manager hereunder.

**5. Accrual Schedule.** The Program Management Agreement Fee (as defined below) shall be earned in full for a System when a System is placed in service for purposes of Sections 48 and 168 of the Internal Revenue Code, as amended, and shall be paid promptly when a System has reached final completion under the terms of the respective Installation Contract (collectively, "**Final Completion**").

**6. Compensation.** As consideration for Program Manager's Program Management Services to be performed under this Agreement, Owner will pay Program Manager a fee (the "**Program Management Agreement Fee**") equal to Forty U.S. Cents (\$0.40) multiplied by each Watt/dc of solar generating capacity for each System that has reached Final Completion and for which Program Manager has confirmed in a legally binding manner that such System will be covered under the Power Purchase Agreement for the term thereof.

7. **Default and Remedies.** If Program Manager defaults in the performance of any of its material covenants or obligations under this Agreement and such default continues unremedied for a period of 30 days after written notice thereof from Owner to Program Manager, Owner shall have the right, at its election, to exercise one or more of the following rights and remedies; *provided, however*, if the default is of such a nature that it cannot be cured within the 30-day period, and Program Manager has begun to cure each default within the 30-day period, Program Manager shall have an additional 60 days in which to cure said default provided it acts in good faith and with due diligence to cure the same (all of which shall be cumulative); *provided, further, however*, that a default under any agreement with a contractor, subcontractor, engineer or equipment Program Manager for a System, or a delay due to action or inaction by the utility shall not be deemed a default under the Agreement:

(a) terminate this Agreement; and

(b) enforce the provisions of this Agreement by legal proceedings for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy and recover damages caused by any breach by Program Manager of the provisions of this Agreement, including court costs, reasonable attorneys' fees and other expenses incurred in the enforcement of the obligations of Program Manager hereunder; and

(c) exercise any and all rights and remedies that Owner (or its Members) may have under applicable laws and regulations; and

(d) in addition to any rights now or hereafter granted under applicable laws and regulations and not by way of limitation of any such rights, upon the occurrence of any event of default hereunder that is not cured within the time period specified in this Section 7, Owner is authorized to set off and to apply any amounts payable to Program Manager hereunder against and on account of the obligations of Program Manager to Owner hereunder.

## 8. **Indemnity and Liability**

### (a) Limitation of Liability.

(i) Notwithstanding any provision in this Agreement to the contrary, neither Party, nor their respective Affiliates, nor any of their respective officers, directors, employees, agents, contractors, subcontractors, vendors, shareholders, members, partners or representatives, shall be liable hereunder for any consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill or any other special or incidental damages, it being understood that the Parties' indemnification obligations under this Section 8 are not and shall not be deemed to be consequential or indirect loss or damage under this Section 8.

(ii) Except as provided in this Section 8, Program Manager shall have no liability hereunder to Owner for damages or other amounts in connection with a breach by Program Manager of this Agreement or a failure by Program Manager to perform the Program Management Services in accordance with the terms and conditions hereof or otherwise as a result of the Program Management Services performed by Program Manager pursuant to this Agreement.

(iii) The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times, whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability, or breach of the Party indemnified, released or whose liabilities are limited, and shall extend to the partners, members, principals, shareholders, directors, officers, employees and agents of each Party and its Affiliates.

(b) Indemnity. To the extent it may lawfully do so, each of Program Manager and Owner hereby indemnify, defend (with counsel of its choosing), and hold harmless the other party and its directors, agents, officers, members, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected to: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm, including any workers' compensation suits, liability, or expense, arising from or connected with Program Management Services performed by on behalf of the indemnifying party by any person pursuant to this Agreement; nonpayment for labor, materials, appliances, teams, or power, performed on, or furnished or contributed to the Site. Notwithstanding the above, neither Program Manager nor Owner shall be required to defend, indemnify and hold harmless the other for such other party's negligent acts and omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

9. **Notices.** Any notice, request, demand or other communication which is required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of receipt by the applicable Party if personally delivered; (ii) when transmitted by the applicable Party if transmitted by telecopy, electronic mail, or other digital transmission method, subject to the sender's facsimile machine receiving the correct answerback of the addressee and confirmation of uninterrupted transmission by a transmission report or the recipient confirming by telephone to sender that he has received the facsimile or electronic mail message; and (iii) when received by the applicable Party, if sent for next day delivery to a domestic address by recognized overnight delivery service or, if sent by certified or registered mail, return receipt requested.

Notices shall be given:

**If to Owner, to:**

Participate.Energy LLC  
2093 Philadelphia Pike #3125,  
Claymont, DE 19703.  
Attn: Ethan Friedman  
Phone: 917-301-2621  
Email: [ethan@partcipate.energy](mailto:ethan@partcipate.energy)

**If to Program Manager, to:**

Pico Rivera Innovative Municipal Energy  
6615 Parsons Blvd  
Pico Rivera, CA 90660  
Attn: Contract Administration  
Email: [scarmona@pico-rivera.org](mailto:scarmona@pico-rivera.org)

**10. General Provisions.**

(a) No Agency Relationship. This Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the parties. Except as expressly set forth herein, neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

(b) Agreement. This Agreement consists of the terms and conditions set forth herein, as well as the appendices hereto, which are incorporated by reference herein and made part hereof. In the event of a conflict, variation or inconsistency between the appendices hereto and the terms and conditions contained in the body of this Agreement, the latter shall control and be given priority.

(c) Relationship of the Parties.

(i) Program Manager has been retained by Owner as an independent contractor to solely perform the Program Management Services on behalf of Owner.

(ii) Without limiting the relationship of any Party under any other agreement, nothing contained or implied in this Agreement shall constitute or be deemed to constitute any Party as the partner of any other Party for any purpose whatsoever; or create, or be deemed to create, any partnership between any Party and the any other Party.

(iii) No Party shall by virtue of this Agreement have the power or authority to enter into any agreement or undertaking for or to act on behalf of or otherwise to bind the any other Party as to any matter or thing to be done in relation to a System or to the provision of the Program Management Services save as may be expressly authorized in this Agreement or agreed in writing between the Parties from time to time.

(d) Entire Agreement. This Agreement, the Schedules and Exhibits attached hereto contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings and agreements. Neither Party will be bound by or deemed to have made in connection herewith any representations, warranties, commitments or undertakings, except those contained herein.

(e) Captions; Exhibits. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Agreement or the intent of any provision

hereof. All exhibits and appendices attached hereto shall be considered a part hereof as though fully set forth herein.

(f) Amendment. This Agreement may not be amended or modified in any way unless such amendment or modification is in writing signed by duly authorized representatives of each Party.

(g) No Waivers. It is understood and agreed that any delay, waiver or omission by Owner or Program Manager to exercise any right or power arising from any breach or default by Owner or Program Manager with respect to any of the terms, provisions, or covenants of this Agreement shall not be construed to be a waiver by Owner or Program Manager of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Owner or Program Manager. No waiver of any right or power by any Party under this Agreement shall be deemed effective unless in writing and signed by the waiving Party.

(h) Changed Conditions; Invalidity. If there is an occurrence of an event of Force Majeure, there is a material change in market conditions affecting the prices of goods and Program Management Services constituting Development Costs, there is a change in any Project Document or financing document or Owner enters into a new Project Document or financing document affecting performance of the Program Management Services hereunder, or there is a change in any applicable Law, and any such performance or occurrence results in increased or decreased costs to Program Manager, or Owner, as the case may be, shall be entitled to an equitable budget adjustment reflecting the reasonable value of any such increased or decreased costs from such performance or occurrence, and the Parties hereby agree to adjust equitably such other provisions of this Agreement that are directly affected by such performance or occurrence; provided, however, that such adjustments must be consistent with the economic expectations and the intent of the Parties. The invalidity or unenforceability for public policy or other equitable grounds of any provision of this Agreement shall be determined only by a court of competent jurisdiction, and the Parties hereby agree to negotiate an equitable adjustment to the invalid or unenforceable provisions with a view toward affecting the purposes of this Agreement. The validity or enforceability of the remaining provisions or portions or applications hereof shall not be affected thereby.

(i) Representations and Warranties.

(i) Each Party represents and warrants to the other that:

(A) it is duly formed and validly existing under the laws of its jurisdiction of formation;

(B) it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under, this Agreement;

(C) all corporate or company action required by it validly and duly to authorize the execution and delivery of, and to exercise its rights and perform its obligations under, this Agreement has been duly taken; and

(D) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(ii) Except as expressly provided in this Agreement or as required by law, no Party makes any warranties or guarantees to the other, either express or implied, with respect to the Facility, the Program Management Services or any other subject matter of this Agreement, and, to the extent permitted by law, each Party disclaims and waives any implied warranties or warranties imposed by law.

(j) Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by the Parties and each counterpart shall be deemed an original instrument as against any Party who has signed it.

(k) Facsimile or Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

(l) Dispute Resolution. In the event a dispute arises between the Parties regarding the application or interpretation of this Agreement, the aggrieved Party shall promptly notify the other Party of its intent to invoke this dispute resolution procedure within ten (10) Business Days after such dispute arises. If the Parties shall fail to resolve the dispute within ten (10) Business Days after delivery of such notice, each Party shall, within five (5) Business Days thereafter, nominate a senior officer of its management to meet at the Facility, or at any other mutually agreed location, to resolve the dispute. If the dispute remains unresolved within ten (10) Business Days after such a meeting has commenced, each Party, without further delay, shall have the right to pursue any and all remedies available at law or in equity. The pendency of any dispute under this Agreement shall not of itself relieve any Party of any duty to perform under this Agreement.

(m) Non-Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the partners, members, shareholders, or affiliates of the Parties, or any of their respective directors, officers, employees, agents or representatives, (each, a “**Protected Person**”) for the payment of any amounts due or the performance of any other obligation of any Party under this Agreement. Each Party shall look solely to the assets of the other Parties for the satisfaction of each and every right or remedy under or in connection with this Agreement. In furtherance of the foregoing, Owner and Program Manager each agrees that it shall neither seek or obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Protected Person for any action or inaction under or in connection with this Agreement, and Owner and

Program Manager each releases all such Protected Persons from any such claims by Program Manager or Owner, as the case may be.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Program Management Services Agreement as of the date first written above.

**PROGRAM MANAGER:**

**City of Pico Rivera,**  
a California municipal corporation,  
**d/b/a Pico Rivera Innovative Municipal  
Energy**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

**Participate.Energy LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **EXHIBIT A**

### **PROGRAM MANAGEMENT SERVICES SCHEDULE**

Program Management Services generally include all activities necessary or helpful to

- (a) monitor, manage, and accelerate all permitting activities for any System;
- (c) create a streamlined and integrated System permitting process allowing for faster System permitting;
- (d) effectively communicate with and guide Installer through the System permitting process to ensure shorter permitting timelines and to avoid any permitting delays;
- (e) Effectively coordinate the System permitting process with all other governmental agencies involved;
- (f) To the extent legally permissible, expedite the permitting for any System; and
- (d) prepare materials and conduct communications and outreach to residential electric power customer in its service territory to promote the Program and to encourage the installation of Systems by its customers.

## PROGRAM SUPPORT AGREEMENT

This Program Support Agreement (this “*Agreement*”) dated effective as of December 1, 2022, (the “*Effective Date*”) is by and between **CITY OF PICO RIVERA, A CALIFORNIA MUNICIPAL CORPORATION, D/B/A PICO RIVERA INNOVATIVE MUNICIPAL ENERGY** (“*Member*”), and **Participate.Energy LLC**, a Delaware limited liability company (the “*Owner*”). The parties hereto are sometimes herein referred to individually as a “*Party*” and collectively as the “*Parties*”.

### RECITALS

A. Member, Owner and Tesla, Inc. (“*O&M Provider*”) have entered in to certain agreements for the creation of a distributed solar and energy storage program for residential electricity customers in Member’s service territory (the “*Program*”). Under the terms of the Program, Owner will develop, finance, and own residential solar and energy storage systems to be located at private residences within Member’s service territory (each a “*System*” or, collectively, the “*Systems*”), O&M Provider will operate and maintain the Systems under an O&M Contract between O&M Provider and Owner (the “*O&M Contract*”), Member will buy from Owner the energy and certain energy attributes and benefits generated by each System under the terms of a certain power purchase agreement between the Parties of even date herewith (the “*Power Purchase Agreement*”), and sell the electric power generated by a System to the residential customer in Member’s service territory, where the System is located (the “*Customer*”).

B. Buyer and Owner intend that Systems will be added to this Agreement and the Power Purchase Agreement from time to time during the term of the Power Purchase Agreement.

C. Owner does not independently maintain the internal capability to perform the Program Support Services (as defined below) that Owner requires in connection with the operation and maintenance of the Systems, and Member’s capabilities are expected to provide significant benefits to Owner. Therefore, Owner desires to engage Member to support certain aspects of the Systems operations and management as further set forth herein (the “*Program Support Services*”).

D. In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

### AGREEMENT

In consideration of the above recitals, the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Appointment and Term; Assumption of Development Responsibilities; Standard of Performance.** Owner hereby appoints Member to render the Program Support Services as further described in the *Schedule of Program Support Services* attached hereto as Exhibit A. Member hereby accepts such appointment. The term of this Agreement shall be co-terminus with the term of the Power Purchase Agreement (“*Term*”). Member shall use such

diligence, care and prudence in the performance of its obligations hereunder as are commercially reasonable, and shall devote such time, effort and skills of its personnel as a reasonable service provider in like position would do in like circumstances.

## 2. **Standard of Conduct.**

a) Member shall provide the Program Support Services, perform its other obligations and exercise its rights or powers under this Agreement in a prudent manner, with the degree of skill and judgment normally exercised by service providers performing operations and management services to support solar and energy storage system operations and management of a similar nature, and in accordance with: (i) any applicable laws and regulations and permits; and (ii) any agreement, instrument or other document to which Owner is a party, and that Owner has delivered to Member, that relates to the development, construction, Owner or a System or any component thereof ("**System Documents**"), except to the extent Owner provides Member with written instructions not to do so in the event Owner is contesting in good faith the validity or application of any such applicable laws and regulations or such term and condition of a System Document, in any reasonable manner.

b) Member may, at any time, if it reasonably considers it to be necessary or appropriate, request written instruction from Owner with respect to any matter contemplated by this Agreement and may defer action thereon pending the receipt of such written instructions.

c) Member shall advise Owner promptly, if it becomes aware of any material inconsistency between any of the following:

- (i) Owner's instructions given in accordance with this Agreement from time to time;
- (ii) any System Document;
- (iii) Required insurance (if any); and
- (iv) any applicable laws and regulations or permit.

d) Any action taken by Member in accordance with the written instructions of Owner, or failure to act pending the receipt of such written instructions, shall be deemed to be within the scope of Member's authority and in accordance with its obligations under this Agreement and, without limitation, shall not constitute gross negligence or willful misconduct as referred in Section 7.

## 3. **Accounts and Records.**

(a) Member, on behalf of Owner, shall keep such books of account and other records relating to each System as may be required by applicable laws and regulations or reasonably requested by Owner in writing. All accounts and records relating to a System, including all correspondence, shall be surrendered to Owner upon demand without charge therefor.

(b) All books and records prepared or maintained by Member shall be kept and maintained at all times at secure locations accessible to Owner for audit, inspection and copying by Owner or any representative or auditor therefor or supervisory or regulatory authority upon reasonable written request.

(c) During the Term, Member shall keep Owner informed as to the status of the Program Support Services provided by Member hereunder in a frequency Member and Owner may agree to from time to time. Member shall notify Owner of any material event related to the Program Support Services provided by Member hereunder.

#### 4. **Compensation and Payment.**

(a) As consideration for Member's Program Support Services to be performed under this Agreement, Owner will pay Member a fee (the "**Program Support Services Fee**") equal to (i) Two U.S. Cents (\$0.02) multiplied by each Kilowatt-hour of solar energy generation for each System that has been placed into operation and for which Member has confirmed in a legally binding manner that such System will be covered under the Power Purchase Agreement for the term thereof, plus (ii) Fifteen Dollars (\$15.00) per month for each Tesla Powerwall installed as part of a System that has been placed into operation and for which Member has confirmed in a legally binding manner that such System will be covered under the Power Purchase Agreement for the term thereof.

(b) The Program Support Services Fee shall become due and payable on a quarterly basis, not later than the fifteenth (15<sup>th</sup>) day after the end of each calendar quarter during the Term (each, a "**Fee Calculation Period**"), *provided, that* payment of any Program Support Services Fee due and payable shall be limited to funds available to Owner from Net Operating Cash Flow during such Fee Calculation Period. The term "**Net Operating Cash Flow**" as used in this Agreement shall mean the cash proceeds received by Owner under the terms of the Power Purchase Agreement during a Fee Calculation Period, reduced by (i) actual or reasonably estimated operating and maintenance expenses for all Systems in operation at any time during such Fee Calculation Period, including, without limitation insurance expenses and reasonably estimated reserves for losses, and actual or reasonably estimated System equipment replacement costs during the Term and reserves therefore, (ii) actual or reasonably estimated income or other taxes payable by Buyer with respect to such cash proceeds (iii) preferred distributions to be made and any cash flow payable, or revenue or profit participation allocated to tax or sponsor equity investors unaffiliated with Owner in accordance with the terms and conditions of the then current charter documents of Owner, and (iv) payment of all obligations, including without limitation payment of principal and interest, under any loan document binding Owner at any time during such Fee Calculation Period, or for which any System operating at any time during such Fee Calculation Period has been placed as collateral.

(c) Together with any Program Support Services Fee payment, Owner shall provide Member a written accounting for the Program Support Fee due in reasonable detail. In addition, if payment for a Fee Calculation Period is reduced to available funds for payment for the respective Fee Calculation Period in accordance with Section 4(b), above, Owner shall provide Member a written accounting in reasonable detail supporting any fee reduction during such Fee Calculation Period.

(d) Any portion of the Program Support Services Fee reduced during one Fee Calculation Period in accordance with Section 4(b), above, shall be added to the Program Support Services Fee becoming due and payable in the following Fee Calculation Period subject, however, to availability funds from Net Operating Cash Flow during such following Fee Calculation Period.

(e) To facilitate payment and verification, Owner shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by applicable laws and regulations. Upon fifteen (15) days' Notice to Owner, Member shall be granted reasonable access to the accounting books and records pertaining to all invoices generated pursuant to this Agreement.

(f) Payment adjustments shall be made if Owner or Member discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 4(h), or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment under the Power Purchase Agreement. If the required adjustment is in favor of Owner, Owner's quarterly Program Support Services Fee payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Member, Member shall add the adjustment amount to Owner's next quarterly Program Support Fee payment obligation, subject, however, to the limitations set forth in Section 4(b), above.

(g) If a payment due date under Section 4(b), above, falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance, except, however, any payment reduction applied during a Fee Calculation Period, if paid during the next available Fee Calculation Period during which funds available to Owner from Net Operating Cash Flow first allow payment of the reduced amount. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to 10% (the "**Interest Rate**") of the total amount due. If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day. The payment of any late payment fee by Owner shall be subject to availability of funds from Net Operating Cash Flow.

(h) A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and

including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 4(h) within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

**5. Default and Remedies.** If either Party defaults in the performance of any of its material covenants or obligations under this Agreement and such default continues unremedied for a period of (a) ten (10) days, in case of any monetary default, or (b) thirty (30) days in case of non-monetary default, in each after written notice thereof from the non-defaulting Party to the defaulting Party, the non-defaulting Party shall have the right, at its election, to exercise one or more of the following rights and remedies; *provided, however*, if a non-monetary default is of such a nature that it cannot be cured within said thirty (30) day period, and the defaulting Party has begun to cure each default within the 30-day period, the defaulting Party shall have an additional 60 days in which to cure said default provided it acts in good faith and with due diligence to cure the same (all of which shall be cumulative); *provided, further, however*, that a default under any agreement with a contractor, subcontractor, engineer or equipment manager for a System, or a delay due to action or inaction by the utility shall not be deemed a default under the Agreement:

(a) terminate this Agreement; and

(b) enforce the provisions of this Agreement by legal proceedings for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy and recover damages caused by any breach by the defaulting Party of the provisions of this Agreement, including court costs, reasonable attorneys' fees and other expenses incurred in the enforcement of the obligations of the Defaulting Party hereunder; and

(c) exercise any and all rights and remedies that the non-defaulting Party may have under applicable laws and regulations; and

(d) in addition to any rights now or hereafter granted under applicable laws and regulations and not by way of limitation of any such rights, upon the occurrence of any event of default hereunder that is not cured within the time period specified in this Section 5, the non-defaulting Party is authorized to set off and to apply any amounts payable to the defaulting Party hereunder against and on account of the obligations of defaulting Party to the non-defaulting Party hereunder.

## **6. Indemnity and Liability**

(a) Limitation of Liability.

(i) Notwithstanding any provision in this Agreement to the contrary, neither Party, nor their respective Affiliates, nor any of their respective officers, directors, employees, agents, contractors, subcontractors, vendors, shareholders, members, partners or representatives, shall be liable hereunder for any consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill or any other special or incidental damages, it being understood that the Parties' indemnification obligations under this Section 6 are not and shall not be deemed to be consequential or indirect loss or damage under this Section 6.

(ii) Except as provided in this Section 6, Member shall have no liability hereunder to Owner for damages or other amounts in connection with a breach by Member of this Agreement or a failure by Member to perform the Program Support Services in accordance with the terms and conditions hereof or otherwise as a result of the Program Support Services performed by Member pursuant to this Agreement.

(iii) The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times, whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability, or breach of the Party indemnified, released or whose liabilities are limited, and shall extend to the partners, members, principals, shareholders, directors, officers, employees and agents of each Party and its Affiliates.

(b) Indemnity. To the extent it may lawfully do so, each of Member and Owner hereby indemnify, defend (with counsel of its choosing), and hold harmless the other party and its directors, agents, officers, members, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected to: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm, including any workers' compensation suits, liability, or expense, arising from or connected with Program Support Services performed by on behalf of the indemnifying party by any person pursuant to this Agreement; nonpayment for labor, materials, appliances, teams, or power, performed on, or furnished or contributed to the Site. Notwithstanding the above, neither Member nor Owner shall be required to defend, indemnify and hold harmless the other for such other party's negligent acts and omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

7. **Notices.** Any notice, request, demand or other communication which is required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of receipt by the applicable Party if personally delivered; (ii) when transmitted by the applicable Party if transmitted by telecopy, electronic mail, or other digital transmission method, subject to the sender's facsimile machine receiving the correct answerback of the addressee and confirmation of uninterrupted transmission by a transmission report or the recipient confirming by telephone to sender that he has received the facsimile or electronic mail message; and (iii) when received by the applicable Party, if sent for next day delivery to a domestic

address by recognized overnight delivery service or, if sent by certified or registered mail, return receipt requested.

Notices shall be given:

**If to Owner, to:**

Participate.Energy LLC  
2093 Philadelphia Pike #3125,  
Claymont, DE 19703.  
Attn: Ethan Friedman  
Phone: 917-301-2621  
Email: [ethan@participate.energy](mailto:ethan@participate.energy)

**If to Member, to:**

Pico Rivera Innovative Municipal Energy  
6615 Passons Blvd  
Pico Rivera, CA 90660  
Attn: Contract Administration  
Email: [scarmona@pico-rivera.org](mailto:scarmona@pico-rivera.org)

**8. General Provisions.**

(a) No Agency Relationship. This Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the parties. Except as expressly set forth herein, neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

(b) Agreement. This Agreement consists of the terms and conditions set forth herein, as well as the appendices hereto, which are incorporated by reference herein and made part hereof. In the event of a conflict, variation or inconsistency between the appendices hereto and the terms and conditions contained in the body of this Agreement, the latter shall control and be given priority.

(c) Relationship of the Parties.

(i) Member has been retained by Owner as an independent contractor to solely perform the Program Support Services on behalf of Owner.

(ii) Without limiting the relationship of any Party under any other agreement, nothing contained or implied in this Agreement shall constitute or be deemed to constitute any Party as the partner of any other Party for any purpose whatsoever; or create, or be deemed to create, any partnership between any Party and the any other Party.



(iii) No Party shall by virtue of this Agreement have the power or authority to enter into any agreement or undertaking for or to act on behalf of or otherwise to bind the any other Party as to any matter or thing to be done in relation to a System or to the provision of the Program Support Services save as may be expressly authorized in this Agreement or agreed in writing between the Parties from time to time.

(d) Entire Agreement. This Agreement, the Schedules and Exhibits attached hereto contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings and agreements. Neither Party will be bound by or deemed to have made in connection herewith any representations, warranties, commitments or undertakings, except those contained herein.

(e) Captions; Exhibits. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Agreement or the intent of any provision hereof. All exhibits and appendices attached hereto shall be considered a part hereof as though fully set forth herein.

(f) Amendment. This Agreement may not be amended or modified in any way unless such amendment or modification is in writing signed by duly authorized representatives of each Party.

(g) No Waivers. It is understood and agreed that any delay, waiver or omission by Owner or Member to exercise any right or power arising from any breach or default by Owner or Member with respect to any of the terms, provisions, or covenants of this Agreement shall not be construed to be a waiver by Owner or Member of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Owner or Member. No waiver of any right or power by any Party under this Agreement shall be deemed effective unless in writing and signed by the waiving Party.

(h) Changed Conditions; Invalidity. If there is an occurrence of an event of Force Majeure, there is a material change in market conditions affecting the prices of goods and Program Support Services constituting Development Costs, there is a change in any Project Document or financing document or Owner enters into a new Project Document or financing document affecting performance of the Program Support Services hereunder, or there is a change in any applicable Law, and any such performance or occurrence results in increased or decreased costs to Member, or Owner, as the case may be, shall be entitled to an equitable budget adjustment reflecting the reasonable value of any such increased or decreased costs from such performance or occurrence, and the Parties hereby agree to adjust equitably such other provisions of this Agreement that are directly affected by such performance or occurrence; provided, however, that such adjustments must be consistent with the economic expectations and the intent of the Parties. The invalidity or unenforceability for public policy or other equitable grounds of any provision of this Agreement shall be determined only by a court of competent jurisdiction, and the Parties hereby agree to negotiate an equitable adjustment to the invalid or unenforceable provisions with a view toward affecting the purposes of this Agreement. The validity or enforceability of the remaining provisions or portions or applications hereof shall not be affected thereby.

(i) Representations and Warranties.

(i) Each Party represents and warrants to the other that:

(A) it is duly formed and validly existing under the laws of its jurisdiction of formation;

(B) it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under, this Agreement;

(C) all corporate or company action required by it validly and duly to authorize the execution and delivery of, and to exercise its rights and perform its obligations under, this Agreement has been duly taken; and

(D) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(ii) Except as expressly provided in this Agreement or as required by law, no Party makes any warranties or guarantees to the other, either express or implied, with respect to the Facility, the Program Support Services or any other subject matter of this Agreement, and, to the extent permitted by law, each Party disclaims and waives any implied warranties or warranties imposed by law.

(j) Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by the Parties and each counterpart shall be deemed an original instrument as against any Party who has signed it.

(k) Facsimile or Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

(l) Dispute Resolution. In the event a dispute arises between the Parties regarding the application or interpretation of this Agreement, the aggrieved Party shall promptly notify the other Party of its intent to invoke this dispute resolution procedure within ten (10) Business Days after such dispute arises. If the Parties shall fail to resolve the dispute within ten (10) Business Days after delivery of such notice, each Party shall, within five (5) Business Days thereafter, nominate a senior officer of its management to meet at the Facility, or at any other mutually agreed location, to resolve the dispute. If the dispute remains unresolved within ten (10) Business Days after such a meeting has commenced, each Party, without further delay, shall have the right to pursue any

and all remedies available at law or in equity. The pendency of any dispute under this Agreement shall not of itself relieve any Party of any duty to perform under this Agreement.

(m) Non-Recourse. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any of the partners, members, shareholders, or affiliates of the Parties, or any of their respective directors, officers, employees, agents or representatives, (each, a “**Protected Person**”) for the payment of any amounts due or the performance of any other obligation of any Party under this Agreement. Each Party shall look solely to the assets of the other Parties for the satisfaction of each and every right or remedy under or in connection with this Agreement. In furtherance of the foregoing, Owner and Member each agrees that it shall neither seek or obtain, nor be entitled to seek or obtain, any deficiency or other judgment against any Protected Person for any action or inaction under or in connection with this Agreement, and Owner and Member each releases all such Protected Persons from any such claims by Member or Owner, as the case may be.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Program Support Services Agreement as of the date first written above.

**MEMBER:**

**City of Pico Rivera,**  
a California municipal corporation,  
**d/b/a Pico Rivera Innovative Municipal  
Energy**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

**Participate.Energy LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### PROGRAM SUPPORT SERVICES SCHEDULE

1. Member shall provide Level 1 System Support for all Systems included under the Power Purchase Agreement, including without limitation maintaining and coordinating all personnel, activities, and infrastructure reasonably required for such Level 1 Support Services. ***“Level 1 Support Services”*** shall include:
  - a) Provide first contact and Customer interaction for any System-related communication via email and telephone;
  - b) Clarify general System functions and features via email or telephone upon receipt of Customer requests;
  - c) To the extent possible by telephone or email, verify, analyze and correct System problems reported by Customers;
  - d) Create incident reports, including initial analysis, for System problems that cannot be corrected by telephone or email;
  - e) Forward incident reports to Tesla promptly upon report of any System problem that cannot be corrected by Member by telephone or email;
  - f) Period reporting to Owner and Tesla of all significant System-related Customer interactions.

## **SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT**

**This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.**

**The estimated TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$**

**To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at [www.cslb.ca.gov](http://www.cslb.ca.gov) (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.**

**If the attached contract was not negotiated at the contractor's place of business, you have a Three-Day Right to Cancel the contract, pursuant to *Business and Professions Code* (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.**

### **Three-Day Right to Cancel**

**You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

*This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.*

# SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES DISCLOSURE STATEMENT

This statement is designed to help you understand the terms and costs of your solar power purchase and energy storage services agreement. This statement is not a substitute for reading the contract and other documents associated with this transaction. Read your contract and other documents carefully. All information presented below is subject to the terms of your contract.

**Provider:** [Participate Energy, LLC pursuant to the [CCA Retail Program Name]]

**Address:**

**Tel.:** ( ) -

**License # (if applicable):** N/A

**Email:**

[ ]@participateenergy.com]

**Installer:** Tesla Energy Operations, Inc.

**Address:** 901 Page Avenue  
Fremont, CA 94538

**Tel.:** 888-765-2489

**State/County Contractor License #:**  
CA CSLB 888104

**Email:**

energycustomersupport@tesla.com

**Customer:** [Autopopulate]

**System Installation Address:**  
[Autopopulate],

**Customer Mailing Address:**  
[Autopopulate],

**Email:**

[Autopopulate]

**Contract Date:** [08/05/2022]

**\* NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER AND SERVICES; NOT A SOLAR SYSTEM. YOU WILL NOT OWN THE SOLAR OR BATTERY SYSTEM INSTALLED ON YOUR PROPERTY.**

## Electricity Rate and Term

Your rate per kilowatt-hour (kWh) for the power produced: 14.50 ¢

Your estimated first year production: [ ] kWh

The length of your PPA: 25 Years

**\*NOTE:** Your monthly solar PPA payments will be the amount of power produced times the rate per kWh above. Your monthly storage services payments will be fixed monthly fee of [\$ ] for one Powerwall and [\$ ] for each additional Powerwall. As a result, your payments will vary every month, but the amount you pay per each kWh will be fixed, unless you have a "PPA Payment Escalator." See Section "PPA Payment Escalator" for factors that may affect the amount of your rate per kWh and therefore your future monthly payments.

## Amount Due Up-Front

Amount you owe Provider at Agreement signing: \$0.00

Amount you owe Provider at installation: \$0.00

Amount you owe Provider at building inspection: \$0.00

Total up-front payments you owe Provider: \$0.00

## Other Possible Charges

**Late Charge:** Late Payments accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable by applicable law

**Estimated System Removal Fee:** System Owner will remove the System from your roof while roof repairs are being made and reinstall for a competitive price.

**UCC Notice Removal and Re-filing Fee:** There may be up to a \$250 document processing fee to have the UCC-1 financing statement or fixture filing removed for refinance and/or other real estate transaction purposes.

**Non-Connection to Internet:** If you do not maintain a high-speed internet connection, we will not be able to monitor the System and may be required to estimate your power usage as set forth in the Agreement.

**Number of Monthly Payments:** 300 monthly payments

### When Payments Are Due

Your first Monthly Payment is due on the first day of the second full calendar month following the Interconnection Date. Provider will provide you with: Invoices will be included with your monthly utility bill provided by [Southern California Edison]

### PPA Payment Escalator

The amount of your electricity rate per kWh will increase: Annually

Your electricity rate per kWh will increase by the following amount 1.90%

The first increase will occur with your 13th payment.

### Site & Design Assumptions for your System

Estimated gross annual electricity production in kilowatt-hours (kWh) from your System: [ ] kWh

Estimated annual system production decrease due to natural aging of system: 0.5%

System location: rooftop

Connectivity: The solar system WILL be connected to the electric grid.

Net metering: At the time of installation, the system WILL be net metered. Net metering rules are set by the jurisdiction you live in.

Your utility offers a net energy metering policy as required under state statute or as regulated by a public utility commission.

Changes in net energy metering policy or utility rate structures during the life of the system may result in lower utility bill savings than estimated or none at all; Provider will not be responsible for reassessing the contract rate.

### Security Filings

Provider MAY file a lien against your real property (e.g. a lien on your home) for non-payment by terms of the Agreement

System Owner WILL file a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system, but does not put a lien on your home)

### Repair & Maintenance

System maintenance IS included for the term of the Agreement. You are required to perform the following system maintenance:

- **Shade Management:** Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system.
- **Panel Cleaning:** Cleaning your panels of debris can improve your system performance. Flushing the panels from the ground with a water hose can let more sunlight penetrate through the glass cover.

System repairs ARE included for the term of the Agreement from Provider or a third party (such as an installer or equipment manufacturer). If all system repairs are not included, you are required to perform the following system repairs: NONE

### Roof Warranty

Your roof IS warranted against leaks from the system installation for the first 10 years.

Your roof IS warranted against leaks caused by removal of the system for a period of 1 year(s) following system removal at the end of the Agreement. Any portions of your roof impacted by the system WILL be substantially returned to their original condition following the removal of the system (ordinary wear and tear excepted)

### Transferring your PPA and Selling your Home

If you sell your home, you MAY transfer this Agreement to the purchaser(s) of your home.

If you may transfer the Agreement, the transfer will be subject to one or more of the following conditions:

- The Home Buyer enrolls in the [CCA Retail Program Name]
- The Home Buyer assumes the contract.

If you sell your home, you may have the option to purchase the system.



## Transfer of Obligations by Provider

The Agreement may be assigned, sold or transferred by Provider without your consent to a third-party that will be bound to all the terms of the Agreement. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Agreement-related questions, payments or service requests.

## Performance or Production Guarantee

Provider is **NOT** providing you with a Performance Guarantee

## Taxes

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the Agreement.

## Utility and Electricity Usage/Savings Assumptions

You **HAVE NOT** been provided with a savings estimate based on your Agreement. If provided, the savings estimate was calculated based on: [System size](#).

The savings estimate to you assumes the following:

Years of electricity production from your System: [25 years](#)

It is important to understand that electricity rates are estimates only. Your actual current and future utility rates and utility rate increases may vary.

Provider **IS NOT** guaranteeing these savings.

## Renewable Energy Certificates (RECs)

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the system **WILL NOT** be owned by you. If you do not own the RECs, you will not be able to sell, use or claim them, and Provider, System Owner or its designee may sell the RECs to a third party who may claim clean, green or renewable energy based on its purchase of RECs from the system.

## Cooling Off Period/ Right to Cancel

In addition to any rights you have under state or local law, you **HAVE** the right to terminate this Agreement without penalty within three (3) business days of [ ] by notifying Provider in writing at the above address.

## SEIA Solar Business Code

Provider **DOES** abide by and agrees to be bound by SEIA's Solar Business Code and its complaint resolution process. For more information about the SEIA Solar Business Code and complaint resolution process, please visit <http://www.seia.org/consumers>

Customer's Initials here \_\_\_\_\_

**SUMMARY OF YOUR SOLAR POWER PURCHASE &  
ENERGY STORAGE SERVICES AGREEMENT**

**IMPORTANT**

**THIS PAGE PROVIDES A SUMMARY OF KEY TERMS CONTAINED IN YOUR SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES AGREEMENT (THE “AGREEMENT”) AND IS PROVIDED AS A COURTESY. CAPITALIZED WORDS ARE DEFINED IN YOUR AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS SUMMARY PAGE AND YOUR AGREEMENT, YOUR AGREEMENT CONTROLS.**

HOMEOWNER(S): [Insert Owner] [Insert Co-Owner, if any]		DATE OF AGREEMENT: [Insert Date]	
MAILING ADDRESS: [Insert Street Address] [Insert City, State & Zip]		INSTALLATION ADDRESS: [Insert Street Address] [City], CA [Insert Zip]	
<b>\$0.00</b> Upfront costs	<b>\$0.XX</b> Rate per kWh (Year One)	<b>\$0.XX</b> Monthly Fee / 1 <sup>st</sup> Powerwall \$0.XX / additional Powerwall	<b>25 Years</b> Agreement term

**System installation, maintenance, and warranty:**

- We insure, maintain, and repair the System (including the inverter) at no additional cost to you, as specified in your Agreement.
- We provide 24/7 monitoring at no additional cost to you, as specified in your Agreement.
- We warranty your roof against leaks and restore your roof at the end of the Agreement, as specified in your Agreement.
- The rate you pay us for electricity, exclusive of taxes, will never increase by more than **X.X %** per year.

**Options for system purchase and transfer:**

- If you move, you may transfer your Agreement to the purchaser of your Home, as specified in your Agreement.
- At certain times, as specified in your Agreement, you may purchase the System.
- These options apply during the term of your Agreement.

Summary of Your Agreement  
11/2022

**Options at the end of the 25-year term:**

- [CCA Name] will remove the System at no cost to you.
- You can upgrade to a new System with similar technology under a new contract.
- You may purchase the System from [CCA Name] for its fair market value as specified in your Agreement.
- Your Agreement will renew for five (5) years at the end of the Initial Term unless you notify us that you prefer that it terminate.

I understand, acknowledge, and agree that this page is a non-binding summary of the attached Agreement. In the event of a conflict, the provisions of the Agreement control.

\_\_\_\_\_

Homeowner

\_\_\_\_\_

Homeowner

# SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES AGREEMENT

## 1. INTRODUCTION

This Solar Power Purchase & Energy Storage Services Agreement (this “Agreement”) is the agreement between you and [Participate Energy Fund, LLC] (the “System Owner”) (together with its successors and assigns, or altogether, “we,” “us” or “our”), relating to (a) the installation of a solar panel system (the “Solar System”) plus battery (the “Battery,” together with the Solar System, the “System”) at your home, (b) the sale of power generated by the Solar System (the “System Generation”) by System Owner to the [City/Town Name], your local Community Choice Aggregation provider [(“CCA Name”)], and (3) your purchase of an amount of the power equivalent to the System Generation from your utility in accordance with [CCA Retail Program Name] tariff. The System has been or will be installed by Tesla, Inc. (“Tesla”) at the installation address (the “Property” or your “Home”) indicated on the “Summary of Your Solar Power Purchase & Energy Storage Services Agreement” that accompanies this Agreement.

## 1. TERM

System Owner agrees to sell to [CCA Name] the System Generation for resale to you pursuant to the [CCA Retail Program Name] tariff of an amount of power equivalent to the System Generation for 25 years (300 months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period of time as the “Term.” The Term begins on the Interconnection Date. The “Interconnection Date” is the date that the System is turned on and generating power. System Owner will notify you by email and mail when your System is ready to be turned on.

## 2. SOLAR POWER PURCHASE & ENERGY STORAGE SERVICE AGREEMENT PAYMENTS; AMOUNTS

**2.1. Power Price.** During the Term, you agree to purchase power for your Home pursuant to the [CCA Retail Program Name] tariff for an amount equivalent to the System Generation. During the first year of the Term, the power purchase price is \$0.XX per kWh, and thereafter, the price per kWh (up to the amount of System Generation) will annually increase by X.X% of the previous year’s price. There are no upfront installation costs to you.

**2.2. Payments.** Your monthly energy payment obligations will be in accordance with the [CCA Retail Program Name] tariff, provided that for the System Generation the amount of your payment obligations will be calculated as the product of (A) the rate per kWh set forth in Section 2.1 above, multiplied by (B) the actual kWh output of System Generation for each calendar month during the Term; and (2) a fixed monthly fee calculated as [\$ ] for the first Powerwall plus [\$ ] for each additional Powerwall comprising your Battery for the energy storage services throughout the Term (“Monthly Payments”). Invoices for Monthly Payments will be included with your monthly utility bills provided by your utility provider [Southern California Edison] (“Utility”). Monthly Payments will change as your price per kWh changes over the Term of this Agreement and as Solar System production varies (e.g., summer has higher production). You will have regular access to the Solar System’s production via your online account. Payments due upon installation, if any, are due immediately prior to commencement of installation.

**2.3. Estimated Production.** If (i) the System is shut down for more than seven (7)

full twenty-four (24) hour days cumulatively during the Term because of your actions; (ii) you take some action that significantly reduces the output of the System; (iii) you don't trim your bushes or trees to their appearance when you signed this Agreement to avoid foliage growth from shading the System; or (iv) your System is not reporting production to System Owner (e.g., you have disconnected the monitoring system or the Internet connection at your Home goes down on the reporting day), then we will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this section 3. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to our fault, or if it's due to grid failure or power outages caused by someone other than you. WE DO NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD OR THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING EQUIVALENT POWER FROM YOUR LOCAL UTILITY.

### 3. ENERGY STORAGE SERVICES

**3.1. Energy Storage Services; Grid Outages.** During the Term, System Owner will operate and maintain the Battery and

discharge electricity from the Battery to offset your electricity usage. We will determine the times and rates of charging and discharging in our sole discretion. You may use the Battery to provide backup power to your home in the event of a grid outage.

**3.2. Energy Storage Management.** You acknowledge and agree that we may use the Battery to support the local grid or provide certain services, including ancillary services, capacity, and similar services ("Energy Storage Services") and that we may assign this right to third parties, including your utility. For the avoidance of doubt, your consent shall not be required for any actions undertaken by us over the operation and maintenance of the Battery, and you shall not be entitled to any compensation in connection with these services.

**3.3. Metering.** You agree to permit us to conduct temporary shutdowns of the main electrical service in order to install the necessary metering to provide the Energy Storage Services. If such a shutdown is not permissible, then you agree to work with us in good faith to provide real-time access to home load data through an existing energy management system or other means.

## 4. YOUR OBLIGATIONS

### 4.1. System, Home and Property Maintenance.

You agree to:

→only purchase electric power for your home from [CCA Name]: (i) pursuant to the [CCA Retail Program Name] tariff for amounts equivalent to the System Generation; and (ii) pursuant to any supplemental utility tariff for your onsite energy requirements in excess of that satisfied by this foregoing subsection (i);

→only have the System repaired pursuant to the Limited Warranty (described in Section 5) and reasonably cooperate when repairs are being made;

→keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Tesla installed it;

→not modify your Home in a way that shades the System;

→be responsible for any conditions at your Home that affect the installation (*e.g.*, blocking access to the roof, or removing a tree that is in the way, prior work you have done on your Home that was not permitted);

→not remove any markings or identification tags on the System;

→as set forth in 4.7, permit System Owner or its designees, after giving you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

→use the System primarily for personal, family or household purposes, but not to heat a swimming pool;

→not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

→notify System Owner (a) if you think the System is damaged or appears unsafe, (b) if any part of the System is stolen, and/or (c) prior to changing your power supplier;

→have anyone with an ownership interest in your Home sign this Agreement;

→return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and

→maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s).

#### **4.2. System Construction, Repair, Insurance and System Owner's obligations.**

We agree to:

→schedule the installation of the System at a mutually convenient date and time;

→construct the System according to written plans you approve or review;

→provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;

→provide you with a home energy evaluation;

→notify you if the System design has to be materially changed so that you can review any such changes;

→clean up after ourselves during the construction of the System;

→insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System (Upon damage to or destruction of the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the System to the extent required by the Warranty;

→insure our actions, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;

→not be a loss payee (or named insured) on the insurance policy covering your Home; and

→repair the System solely in accordance with the Limited Warranty and reasonably cooperate with you when scheduling repairs.

**4.3. Home Renovations or Repairs.** If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only have the System removed and replaced pursuant to the Limited Warranty.

**4.4. Late Charges.** In addition to any other amounts you agree to pay in this Agreement, you agree to pay the following:

→ Late Payments: accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable percentage by applicable law.

**4.5. Taxes.** Your electricity rate as set forth in this Agreement is composed of an electricity rate plus current applicable taxes. You agree to pay any changes in the applicable taxes related to this Agreement. Thus, if current tax rates change or new taxes are imposed, your electricity rate under this Agreement will change to reflect the changed and/or new taxes. If this Agreement contains a purchase option at the end of the Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System.

**4.6. No Alterations.** You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without System Owner's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be System Owner's property.

**4.7. Access to the System.**

4.7.1. You grant to System Owner as well as its designees (including Tesla), and their employees, agents and contractors, a non-exclusive license running with the Property with the right to reasonably access all of the Property as necessary for the following purposes:

→ installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System or making any additions to the System or

installing complementary technologies on or about the location of the System;

→ enforcing System Owner's rights as to this Agreement and the System;

→ installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; and/or

→ taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System.

This access right shall continue for up to ninety (90) days after this PPA expires (the "License Term") to provide System Owner with time to remove the System at the end of the Agreement. We shall provide you with reasonable notice of a need to access the Property when giving such notice is possible and commercially reasonable.

4.7.2. During the time that System Owner has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that System Owner or its designee may record a customary memorandum of license in the land records respecting the License. You agree that the System is not a fixture, but System Owner has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. Neither this Agreement nor any UCC-1 financing statement we may file in connection with this Agreement constitutes or imposes a consensual lien on your Home or Property.

**4.8. Indemnity.** To the fullest extent permitted by law, you shall indemnify,

defend, protect, save and hold harmless the City in which System was installed, System Owner, Tesla, each of their respective elected and appointed officials, employees, officers, directors, agents, financing partners, successors and assigns (the "Indemnified Parties") from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees, expert witness fees, and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify any Indemnified Party for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

**4.9. Payments.** SUBJECT TO SECTION 4.2 ABOVE, YOU AGREE THAT THE OBLIGATION TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND NOT BE SUBJECT TO ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

## **5. WARRANTY**

### **5.1. Limited Manufacturer Warranties.**

The solar panels, inverter and Powerwall each come with a warranty from their manufacturers (each, a "Limited Warranty"). The solar panel warranty will be at least 25 years and will guarantee at least 80% of nameplate capacity for at least 25 years. The inverter warranty will cover defects for at least 10 years. The Powerwall(s), are covered by the [Tesla Powerwall Limited Warranty](#). You agree that, as the System Owner, we have the right make warranty claims for the solar panels or inverter or Powerwalls.

### **5.2. Warranty Disclaimer**

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED MANUFACTURER WARRANTIES, AND THAT NEITHER TESLA NOR SYSTEM OWNER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

## **6. TRANSFER**

You agree that System Owner may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Such an assignment will not change our obligation to maintain and repair your System as set forth in the Warranty. An assignment of System Owner's rights and/or obligations under this Agreement shall not result in any change to your rights and/or obligations under this Agreement.

## **7. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND/OR REBATES**

You agree that the System is the System Owner's personal property under the Uniform Commercial Code. You understand and agree that this Agreement is not a contract to sell or lease the System to you. System Owner owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by us, and shall at



your expense protect and defend us against the same.

You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system are the property of and for the benefit of the System Owner or its designee, usable at its sole discretion. System Owner shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with System Owner so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system. This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to System Owner.

## **8. PURCHASING SYSTEM PRIOR TO END OF TERM**

In addition to having the option to purchase the System at the end of the Term, you have the option to purchase the System prior to the end of the Term as detailed below. To exercise this option, you must be in good standing under this Agreement, and you need to give us at least one (1) month, but not more than three (3) months prior written notice. You can purchase this System:

→ on the five (5) year anniversary of the beginning of the Term and every annual anniversary after the five (5) year anniversary; and

→ at any time after the five (5) year anniversary of the beginning of the Term, when you sell your Home; and

→ if we ever cease our operations and fail to provide for a substitute System provider.

The price you will pay for the System under this section will be the higher of (a) the System's fair market value ("FMV") and (b) the Income Loss (as defined below). If you and the System Owner cannot agree upon FMV, a third-party independent appraiser will be retained to compute the System's FMV. Our maintenance and repair obligations in accordance with the Limited Warranty set forth in Section 5 will end when and if you purchase the System pursuant to this section.

## **9. RENEWAL**

If you are in compliance with this Agreement, you have the option to renew this Agreement for an additional five (5) year renewal period. We will send you a renewal form three (3) months prior to the expiration of the Term, which form shall set forth the new Monthly Payments due under the renewal Agreement, based on our assessment of the then current fair market value of the System. If you want to renew, complete the renewal form and return it to us at least one (1) month prior to the end of the Agreement. In the event that you notify us that you do not agree to the new Monthly Payments this Agreement shall expire by its terms on the termination date. If you don't send us anything in writing after we send you the renewal form, then this Agreement shall automatically renew for an additional five (5) year term (the "Renewal Term") with (i) an energy rate set at ten percent (10%) less than the then-current average rate charged by your utility for residential customers and (ii) a monthly Powerwall fee set at the same fixed monthly fee for the energy storage services as that which applied to the Initial Term. Following renewal, the Agreement shall terminate at the end of the Renewal Term.

## **10. SELLING YOUR HOME**

If you sell your Home, you can:



→ **Transfer the Agreement and the Monthly Payments.** If the person buying your Home agrees to abide by the terms and conditions for participating in the [CCA Retail Program Name], then the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Agreement.

→ **Purchase the System (Section 8).**

You agree to give us at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your Agreement obligations. In connection with such assumption, you, your approved buyer and we shall execute a written transfer of this Agreement.

If you sell your Home and cannot comply with any of the options above, you will be in default under this Agreement. This Section 10 includes a Home sale by your estate or heirs.

This Agreement is free of any restrictions that would prevent the homeowner from freely transferring the Home. In the event of a foreclosure of the Home, your lender has the right (but not the obligation) to do ONE of the following:

→ terminate this Agreement and require the System Owner to remove the System subject to your obligations under Sections 13 and 14;

→ become a beneficiary (but not obligor) of your Agreement free of charge (*i.e.*, receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don't make timely payment, you will be in default under Section 13 and we can terminate, remove the System and take all other remedies we have under Section 14;

→ enter into a new power purchase agreement with us on terms no less favorable than this Agreement; or

→ require transfer of this Agreement under this Section 10 to a subsequent purchaser of the Home.

We will not prohibit the sale, conveyance or refinancing of the Home. The System Owner may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves its rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Home. The System Owner shall explain the Fixture Filing to any subsequent purchasers of the Home and any related lenders as requested. The System Owner shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Home.

EXCEPT AS SET FORTH IN THIS SECTION 10, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

## 11. LOSS OR DAMAGE

Unless you are grossly negligent or you intentionally damage the System, the System Owner will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.

If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and, cooperate with us, at our sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

## 12. LIMITATION OF LIABILITY

**12.1. No Consequential Damages.** LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL TESLA OR EITHER PARTY BE LIABLE TO ANY OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

**12.2. Actual Damages.** EXCEPT FOR CLAIMS UNDER SECTION 4.8 (INDEMNITY), NO PARTY'S LIABILITY TO ANY OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE BY YOU UNDER SECTION 14. DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN THE LIMITED WARRANTY SET FORTH IN SECTION 5.

## 13. DEFAULT

You will be in default under this Agreement if any of the following occur:

- you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;

→you assign, transfer, encumber, sublet or sell this Agreement or any part of the System without our prior written consent; or

→you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

## 14. REMEDIES IN CASE OF DEFAULT

If you default under the terms of this Agreement, we may take any one or more of the following actions. If this Agreement or the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions.

We may:

- terminate this Agreement;
- take any reasonable action to correct your default or to prevent our loss, including by directing your utility to file a lien against your real property (your home); any amount we pay will be added to the amount you owe us and will be immediately due;
- require you, at your expense, to return the System or make it available to us in a reasonable manner;
- proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach;
- disconnect, turn off or take back the System by legal process or self-help, subject to applicable law.
- report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;

→recover from you a payment equal to the (i) any and all direct damages incurred by System Owner as a result of your default, plus (ii) any loss of income under any agreement between Owner and Program Fund with resulting for the remaining Term, discounted to net present value at a discount rate of 3% (“Income Loss”), plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to the percentage amount under then applicable tax laws of the System cost, including installation; and (B) accelerated depreciation over five (5) years in a percentage amount allowed under then applicable tax laws of the System cost, including installation, plus (iv) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; or

→use any other remedy available to us in this Agreement or by law.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System’s return resulting from early termination. By choosing any one or more of these remedies, We do not give up any right to use another remedy. By deciding not to use any remedy should this Agreement be in default, we do not give up our right to use that remedy in case of a subsequent default.

#### **15. SYSTEM REMOVAL; RETURN**

At the end of the Term or the termination of this Agreement, if this Agreement has not been renewed or if you have not exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days you agree to call us at the telephone number listed in the accompanying Disclosure Statement to schedule

a convenient time for us to remove the System from your Home at no cost to you.

#### **16. APPLICABLE LAW**

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 said State. The parties agree that the exclusive jurisdiction for any lawsuit related to or arising under this Agreement shall be in the Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California. Each party waives any objection to jurisdiction and venue for any such lawsuit.

#### **17. WAIVER**

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party’s right to enforce that provision; or (ii) affect the validity of this Agreement.

#### **18. NOTICES**

All notices under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

#### **19. ENTIRE AGREEMENT; CHANGES**

This Agreement contains the parties’ entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

#### **20. PUBLICITY**

You give us permission to take pictures of the System as installed on your Home to show to other customers, include in informational materials, include in promotional materials, and/or display on our website(s).

I have read this Agreement, including the Exhibits, in its entirety and agree to be bound by its terms. I also acknowledge that I have received a complete copy of this Agreement.

**Owner's Name:** **[Insert]**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Co-Owner's Name (if any):** **[Insert]**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**[PARTICIPATE ENERGY FUND I, LLC],** a California limited liability company

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**New Homes Builder Framework Agreement**

This New Homes Builder Framework Agreement (“**Agreement**”) is between Participate Energy, LLC (“**Program Fund**” or “**We**” or “**Us**”) and \_\_\_\_\_ (“**You**” or “**Home Builder**”) and sets forth the terms for participating in the Distributed Microgrid Program for New Homes (the “**Program**”) offering You the ability to place orders for supply and installation of solar panels and Powerwalls and other products as may be added from time to time (“**Tesla Products**”), which orders (“**Orders**”) will be fulfilled and installed by the Program’s authorized subcontractor, Tesla, Inc. (“**Tesla**”), in accordance with the terms as set forth herein.

1. **Term.** Unless we agree otherwise, the term of this Agreement starts on the day it is signed and ends on the third anniversary of that date. This Agreement will continue for additional, successive 1-year periods even after the initial term ends unless either party notifies the other at least 90 days before the expiration of the then-current term that this Agreement is terminated for all purposes. That termination will be effective when the then-current term expires.
2. **Community Specific Terms.** If You want to order Tesla Products, You must tell Us about each subdivision of new homes for which You want to order Tesla Products (“**Community**”) by completing Exhibit 1 and submitting it to Us at <https://forms.office.com/r/WXauLgVd34>. We will review Your submittal and confirm by email whether all of the Tesla Products can be installed in the Community. We may make reasonable adjustments to Your submittal in order to ensure that Tesla Products can be installed successfully in the Community and to establish pricing and quantities for those products (“**Community-Specific Terms**”). You agree to reasonably cooperate with Us in connection with the development of the Community-Specific Terms, including by providing Us with access to the Community. Even though the Community-Specific Terms are a separate document, they are considered part of each order You submit for the affected Community.
3. **Orders.**
  - a. Once We send You the email confirmation with the Community-Specific Terms, You may submit Orders based on this Agreement and the Community-Specific Terms. You may submit Orders for Tesla Products via the Energy Order Tool at the internet location (website) that We will provide to You. The Tesla Products You order shall be delivered and installed in accordance with Your Order. You must submit each Order at least 21 days before the installation date proposed in that Order. Your submittal of Orders in that manner means that You have agreed to the quantities and types of Tesla Products as stated in the Order (“**Your Tesla Products**”). We will review Your Order to ensure that it tracks the Community Specific Terms. If We reasonably believe that the Order doesn’t track the Community-Specific Terms, We will notify You and the parties will then reasonably cooperate to resolve the issue.
  - b. For Your Order to be accepted by Us (each order accepted by Us, an “**Accepted Order**”) You must:
    - i. submit an Order for Tesla Products as set forth above and approved for each applicable Community;
    - ii. agree to installation of the Tesla Products on the home corresponding to each affected Order and to host the System and, until close of escrow on the sale of the home, to purchase all of the energy from the System pursuant to an agreement with the Program Fund as System owner (each, a “**Customer Agreement**”);
    - iii. deliver a “solar ready” home that includes internal conduit installation, sufficient capacity on the electric service panel, roof dry in and order details developed in consultation with prospective home buyers sufficient for Us to install Your Tesla Products and for the home to pass inspection by the applicable building department as the authority having jurisdiction (“**AHJ**”). Passed inspection shall also be deemed “**Acceptance**” in this Agreement;
    - iv. assign each Customer Agreement to the applicable buyer of the home (each, a “**Home Owner**”) upon close of escrow on the home and assumption of the Customer Agreement by the Home Owner; and
    - v. comply with this Agreement and Program requirements set forth by Program Fund and as may be updated from time to time.
4. **Title.** Title to the Tesla Products shall transfer to the Program Fund upon Acceptance in accordance with the terms and conditions of each Customer Agreement.
5. **Scope of Work.**
  - a. We will, ourselves or through our authorized subcontractors, including Tesla, oversee the design and installation of Your Tesla Products at the location listed in the Order (the “**Site**”), and then test it to make sure it's working properly (the “**Work**”) in accordance with the Tesla Work Standards attached as Exhibit 2. We will pay all installation costs, including any governmental fees for the Work.
  - b. The Work does not include, and You will provide, internal conduit installation, roof dry in and any consultation with the person that buys each applicable home in a Community (“**Home Owner**”).
  - c. You further agree to:
    - i. give Us and our subcontractors access to the Community so We can install Your Tesla Products,
    - ii. reasonably cooperate with Us as We or our authorized subcontractors, including Tesla, design, install and test Your Tesla Products,
    - iii. install in homes covered by Your order internal conduit in accordance with Tesla’s Product Suite Pre

Wire Guidance to be provided to You by Us after preparation of the Community-Specific Terms, and

- iv. make sure that each Home Owner is provided with a Welcome Guide at close of escrow of their home and knows that it must contact Tesla to activate the relevant Tesla Products.
6. Subcontractors. If We intend to engage subcontractors other than Tesla to perform work related to Tesla Product installation, We will identify such subcontractors to You for Your approval, not to be unreasonably withheld or conditioned, before such subcontractor begins work within a Community. If You fail to reject a subcontractor by notice to Us delivered within five (5) business days after our identification of same pursuant to this Section 6, such subcontractor will be deemed approved by You.
7. Failure to Perform.
  - a. We agree to notify one another in writing if either of us is not satisfying its obligations under this Agreement or with respect to an Order. Whoever is notified of not meeting its obligations will have 30 days after receiving that notice to correct the issue. If not, whoever gave the notice can terminate this Agreement or the affected Order subject to the operation of the dispute resolution terms in Section 15(c).
  - b. In addition, if We notify You that You have failed to fulfill the conditions for an Order, We can suspend our work on that Order.
  - c. If You terminate an Order for Our failure to perform before installation of Your Tesla Products for that Order has commenced, we will stop work and cancel any Order for those products.
  - d. If either party terminates an Order for the other party's failure to perform, except as specified in the next sentence We may take back all components of Your Tesla Products we delivered to You that have not yet been installed for that Order and shall not have any further obligation to deliver product to You pursuant to this Agreement or that Order. In addition, if an Order is terminated by You pursuant to this Section, We will complete the installation of Your Tesla Products where installation is partially complete, unless otherwise requested by You (in which case, We will deinstall and remove Your Tesla Products from the affected home and return the jobsite to its original condition, at no cost to You). Each of us will also be able to pursue all rights and remedies available at law or in equity with respect to the failure to perform, except as otherwise provided in Section 8, below. Breaches of one or more Orders will not constitute breaches under any other Orders or under this Agreement, and breaches of this Agreement independent of any Orders shall not constitute breaches of any Orders.
8. Work Standards; Warranties.
  - a. We agree to require that our authorized subcontractor, Tesla, will perform the Work in accordance with the Tesla Work Standards as set forth in Exhibit 2.
  - b. Tesla will provide limited warranties for Tesla Products in the forms attached as Exhibit 3, as applicable, which may be amended from time to time. Warranties for Tesla Products in place at the time of the Accepted Order shall apply to the Accepted Order.
  - c. In addition, Tesla will provide to each Home Owner the workmanship warranty attached as Exhibit 4, assuming You assign that warranty to the Home Owner.
9. Confidentiality; Publicity. Home Builder agrees to execute the non-disclosure agreement in the form attached hereto as Exhibit 5. To the extent permitted by law, each party will keep the terms of this Agreement confidential in accordance with the non-disclosure agreement (the "NDA") and agree that this Agreement is confidential information for purposes of the NDA. (Even though the NDA is a separate document, it is considered part of this Agreement). Neither party will advertise or issue any public announcement about this Agreement, or use the other party's mark, name or logo in any marketing literature, web sites, articles, press releases (including interviews with representatives of media organizations of any form), or any other document or electronic communication, without the other party's written consent. You also cannot add any branding to Your Tesla Products.
10. Relationship to Home Owners. Participating Home Owners who will benefit from the Tesla Products will receive rights and warranties as set forth in the Solar Power Purchase & Energy Storage Services Agreement, which to the extent applicable will include a pass-through of the Tesla workmanship warranty to any successors (including Home Owners) during the applicable warranty period for no cost to You or a successor (including each Home Owner), and We will require Tesla to provide copies of the manuals and equipment warranties to the successor (including each Home Owner).
11. Intellectual Property. Each party (or Tesla, as the case may be) will remain the exclusive owner of any and all patents, trademarks, copyrights, trade secrets and any other intellectual or proprietary rights associated with its respective products and services and any parts or derivations thereof.
12. Home Builder Indemnity. You will defend, indemnify and hold harmless Us, any person providing financing for Us with respect to any System, any affiliate of such person providing financing, and any elected or appointed official, director, officer, partner, member, manager, agent or employee of Program Fund and each Community's respective community choice aggregator (collectively, the "**Indemnified Parties**") from any losses arising from any claim, action, suit, proceeding, investigation made or brought by any third party ("**Claims**") to the extent caused by (i) injury or death of persons, or damage to or loss of property, (ii) any breach of this Agreement or applicable law by You or those for whom You are legally responsible, (iii) alleging infringement to the extent involving a particular design, process or product required or specified by

You or where the copyright violations are contained in drawings, specifications or other documents prepared or provided by You or others for whom You are responsible, (iv) any modification by You (directly or indirectly), use or reuse of Your Tesla Products other than as permitted under this Agreement or their warranties, (v) use of Your Tesla Products in combination with any other products, materials or equipment not expressly authorized in writing by Tesla where the infringement would have been avoided by the use of Your Tesla Products not so combined, unless such other products, materials or equipment are provided, required or approved by Tesla (as indicated by reasonable evidence) for, or are intrinsic to, use of Your Tesla Products, or (vi) any modifications or changes made to Your Tesla Products by You other than at the direction (as indicated by reasonable evidence) of Tesla in circumstances where the infringement would have been avoided without such modifications or changes.

13. Limitation of Liability. Neither party will have to pay the other for any indirect damages (what lawyers call “special or consequential damages”). Also, except for a breach of confidentiality (Section 9), indemnification obligations (Section 12) or any gross negligence or willful misconduct, each party’s total liability for all damages of any kind arising out of each Order will not exceed the retail price of Your Tesla Products installed in that home.
14. Discontinuation. You understand and agree that We can choose at any time to discontinue a product, feature or option related to Your Tesla Products and that, if we do so, we can provide a comparable product, feature or option, or terminate the affected Order before installation of Your Tesla Products.
15. Compliance with Law; Governing Law; Arbitration.
  - a. We both agree to comply with all applicable laws and regulations in connection with this Agreement. This Agreement is governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be brought in the Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California, except any dispute relating to any Orders shall be brought pursuant to arbitration as set forth in Section 15(c).
  - b. Neither of us is bound by any terms relating to Your Tesla Products or other matters covered by this Agreement or any Order that are not contained in this Agreement or the affected Order.
  - c. We both also agree to promptly notify the other’s senior level management if there is any dispute relating to this Agreement or any Orders and to try to resolve the dispute in good faith. If we are unable to resolve a dispute relating to an Order within 20 days after that notice is given, then either of us can take the dispute relating to such Order to arbitration through Judicial Arbitration and Mediation Services (“JAMS”) according to JAMS Streamlined Arbitration Rules. The existence, content and result of the arbitration will be confidential. The arbitration will be conducted by a single arbitrator in English and in Los Angeles, California, unless otherwise agreed by Us. We will each bear our own expenses in the arbitration and will share equally the costs of the arbitration unless the arbitrator assigns costs to one of us. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.
16. Notices. All notices under this Agreement and each Order must be in writing and must be sent via email, or express and/or certified mail, to the contacts identified in the applicable Community-Specific Terms.
17. Relationship of Parties; Assignment. This Agreement (including any orders) does not create a joint venture, partnership or agency relationship between us. Each of us can assign this Agreement and each order as collateral in connection with our financing activities and You may assign the workmanship warranty in Exhibit 4 to the Home Owner.
18. Authority. By signing this Agreement and submitting each order, each party is representing to the other that it has the authority to be bound by this Agreement, and that each party may rely on those representations. In addition, You are representing that You have the authority to be bound by each Order and to bind the person or company identified in the Order as being the buyer and You agree that Tesla may rely on that representation.
19. Insurance. With respect to each Order and through Acceptance under that Order, Home Builder shall maintain, and Program Fund shall require that its approved subcontractor, Tesla, shall maintain, the insurance set forth in Exhibit 6.
20. Third-Party Beneficiaries. The entities listed in the Community Specific Terms (if any) as express third-party beneficiaries of this Agreement shall be third party beneficiaries of this Agreement with respect to matters involving Tesla Product installations within the affected Community.
21. Survival. Sections that by their nature should survive shall survive any expiration or earlier termination of this Agreement and each Order, including Sections 8 –13, 15 –16, and 19 – this Section 21.

[ Signature Page Follows ]

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EXECUTED by the parties on \_\_\_\_\_, 2023.

<b>[Home Builder]</b>	<b>Participate Energy, LLC</b>
_____	_____
(SIGNATURE)	(SIGNATURE)
_____	_____
(PRINT NAME)	(PRINT NAME)
_____	_____
(PRINT TITLE)	(PRINT TITLE)



**Exhibit 1**  
**Community Specific Terms**

The following terms supplement and amend the Distributed Migrogrid Program and New Home Builder Framework Agreement and are intended to apply to each order for the Community, as applicable.

Home Builder	Community
<b>Details</b>	
Tesla Product Suite	
Building Code Year	
Notices	Email: Mailing:
Approved Subcontractors	
Third-Party Beneficiaries	
<b>Energy System Sizes</b>	
Solar Panels (kW)	
Powerwall Minimum QTY per Order	
<b>Pricing</b>	
Solar Panels (\$/W)	
First Powerwall per Order	
Each Additional Powerwall per Order	
<b>Builder Signature:</b>	
<b>Name:</b>	
<b>Company:</b>	
<b>Effective Date:</b>	

**Exhibit 2**  
**Tesla Work Standards**

These Tesla Work Standards supplement the terms of the New Homes Builder Framework Agreement (the “**Agreement**”) between the Program Fund and Home Builder for each Community participating in the New Homes Solar Program offered by your respective community choice aggregator and the Program Fund through its authorized subcontractor, Tesla.

1. Tesla Scope of Work.

- a. In accordance with Tesla’s standard practices and each affected Order, Tesla or its subcontractors shall design and install Your Tesla Products at the Site and complete the Work.
- b. Tesla will be responsible for all of its employment-related payments, contributions and obligations owed to its employees and personnel as related to the Work and for all work performed by, and all acts or omissions, of each subcontractor and will ensure that all subcontractors are licensed as required by applicable law. You will not be deemed to have any contractual obligation to any subcontractor.
- a. Tesla will allow You and Your subcontractors to view and review the installation process.
- b. Tesla will also comply with all of Your reasonable Site safety rules and allow You and Your selected roofing and other subcontractors to reasonably observe the installation process for Your Tesla Products.

2. Feedback; Acceptance.

- c. Tesla encourages the submission of ideas and feedback for improvements and modifications to its performance relative to this Agreement and each Order, including with respect to Your Tesla Products and their design and integration into the homes (“**Feedback**”).
- d. You agree to grant to Tesla a royalty-free, worldwide, perpetual license to use and incorporate into its products any Feedback provided to the other party on an as-is basis, with no representations, warranties or indemnities, which license will survive any termination of this Agreement.
- e. Tesla will notify You when each installation of Your Tesla Products has been completed. You will then be obligated to schedule an inspection of Your Tesla Products with the AHJ. An installation of Your Tesla Products will be considered complete only upon Passed inspection, which shall be deemed “**Acceptance**” of each Order. If an installation fails an inspection by the AHJ, each Party will use commercially reasonable efforts to address the deficiency and to properly install or repair Your Tesla Products promptly after such failure or rejection such that it can and seek and pass re-inspection by the AHJ.

3. Tesla Work Standard Warranties.

- a. Starting on the date of installation and for a period of one (1) year after the initial close of escrow of the applicable home, Tesla warrants to You that all materials, equipment and work furnished by Tesla as part of an Order will be:
  - i. of good quality, free from fault and defects, and
  - ii. performed in a good and workmanlike manner, in accordance with all applicable laws, building codes and ordinances, and in strict conformity with the Order.

If You notify Tesla within 1 year after the initial close of escrow of the applicable home by a Home Owner, Tesla shall, at its sole expense, immediately correct or replace any Work that is defective or determined to be not in accordance with the requirements of the above warranties.

- b. Tesla’s warranties in this Agreement are limited, as they do not cover (i) any defect or damage to the extent caused (A) by events that are (1) beyond Tesla’s reasonable control, (2) not reasonably foreseeable, and (3) not caused by Tesla’s negligence, or (B) by Your misuse or negligence, and (ii) any material or equipment connected to Your Tesla Products that Tesla did not install. Tesla is not providing any warranties in connection with this Agreement other than those in this Agreement or in the product warranties provided by Tesla pursuant to Section 8(c), even if those other warranties are express or implied by any law.
- c. Tesla’s warranties consistent with these terms under this Agreement shall in all cases survive termination of this Agreement and transfer of title in the home to a third-party purchaser, except for a Home Owner (whose warranties are set forth in Exhibits 3 and 4).
- d. With respect to any warranty claim by You under this Section 3 for the correction, replacement and warranty work, the remedies set forth in this Section 3 and in Section 7(d) of the Agreement, as applicable, are Your sole and exclusive remedies. For clarity, the foregoing shall not limit Your ability to bring claims for other purposes not related to the correction, replacement and warranty work as set forth in this Section 3.
- e. The manuals and equipment warranties for Your Tesla Products are available upon request and will be sent to after You place each Order.

**Exhibit 3**  
**Product Warranties**

Please Contact Tesla

**Exhibit 4**  
**Tesla Home Owner Workmanship Warranty**

We might choose to make minor repairs commonly needed to install the products at no additional cost to You (like simple electric upgrades and roof preparation). We promise to repair or pay for damage we directly caused to Your home or Your property during installation of Your Tesla products. If we fail to do that, please let us know, and we will make the repair (or have someone repair it) at our cost (and that will be Your only remedy). But You need to let us know in writing and within a certain amount of time following the damage: within 4 years for Powerwall installations and within 1 year for anything else.

If there is a dispute, the maximum amount that either of us will have to pay the other is an amount equal to the retail price of the Tesla Product involved, except that Our liability for damage to a home to the extent caused by defective Tesla Products and/or Tesla workmanship will be limited to the amount the initial Home Owner paid for the home. Also, neither of us will have to pay the other for any indirect damages (what lawyers call “special or consequential damages”).

**Exhibit 5**  
**Form of Tesla / Builder Non-Disclosure Agreement**

[ insert ]

**Exhibit 6**  
**Insurance Coverage Requirements**

- 1. General Obligations.** Home Builder and Tesla shall be required to maintain in effect the insurance coverages referenced herein either: (a) with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better; or (b) through a formal self-insurance mechanism that has either (i) a Best Insurance Reports rating of "A-" or better, or (ii) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (i) or (ii), then the party's use of self-insurance for the coverages herein shall be subject to the other party's approval, not to be unreasonably withheld, conditioned, or delayed.

**1.1. Commercial General Liability Insurance.**

**1.1.1. Limits.**

- 1.1.1.1. \$5,000,000 each occurrence or per claim, combined single limit for third party bodily injury or property damage.
- 1.1.1.2. \$5,000,000 general aggregate.
- 1.1.1.3. \$5,000,000 products/completed operations aggregate.

**1.1.2. Coverages.**

- 1.1.2.1. The total required limits for liability coverage required herein may be met by combination of Primary and Umbrella or Excess Liability policies.
- 1.1.2.2. Include the other party as additional insured.

**1.2. Business Automobile Liability or Similar Insurance.**

**1.2.1. Limits.**

- 1.2.1.1. \$1,000,000 combined single limit for third party bodily injury or property damage.

**1.2.2. Coverages.**

- 1.2.2.1. Coverage with respect to any and all vehicles of Tesla or Home Builder whether owned, hired, leased, borrowed, or non-owned, assigned to or used in connection with the Work performed under this Agreement.
- 1.2.2.2. Include the other party as additional insured.

**1.3. Workers Compensation and Employers Liability Insurance.**

**1.3.1. Limits.**

- 1.3.1.1. Workers Compensation – as required by state or federal laws. Each party may waive Workers' Compensation Insurance requirement if they are a qualified self-insured in the state in which the Work is performed.
- 1.3.1.2. Employers Liability.
  - 1.3.1.2.1. \$1,000,000 bodily injury for each accident.
  - 1.3.1.2.2. \$1,000,000 bodily injury by disease for each employee.
  - 1.3.1.2.3. \$1,000,000 bodily injury by disease policy limit.

**2. Other Requirements**

- 2.1 All policies shall include a waiver of subrogation, where permitted by law. This release and waiver shall be null and void if such loss or damage may have been caused by the sole or gross negligence of the other party. If one party's insurance carrier prohibits waiver of subrogation, then each party's release and waiver shall become null and void as each waiver is given in consideration for the other.
- 2.2 Each party shall give the other party prior written notice in the event of cancellation, termination or for non-payment of premium of any policy required to be obtained under Attachment.
- 2.3 Prior to commencing any work, and upon each renewal of insurance during the term of the Agreement, Tesla and Home Builder shall provide certificates of insurance evidencing the required insurance as required by this Agreement. All certificates shall be executed by a duly authorized representative.

- 3. Subcontractor Requirements.** The Program Fund shall require Tesla and each of its subcontractors performing Work at the Site to maintain insurance coverage in accordance with the insurance requirements of Tesla's standard subcontract, supplier or designer agreements, as applicable.

## **SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT**

**This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.**

**The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$0.00**

**To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at [www.cslb.ca.gov](http://www.cslb.ca.gov) (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.**

**If the attached contract was not negotiated at the contractor's place of business, you have a Five-Day Right to Cancel the contract, pursuant to *Business and Professions Code* (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.**

### **Five-Day Right to Cancel**

**You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

*This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.*

## [CCA Retail Program Name] Program Terms

Thanks for your agreement to participate in the [CCA Retail Program Name] Program (the “Program”)! Now that we have completed your order for your Solar System, including any Tesla Powerwall(s) (all of which we call your “System” below), the next step is to prepare for and schedule installation of your System. In the meantime, below are some basic terms we need you to agree to in order to make sure we are on the same page (and along with this document are some required disclosures for you to review as well). We look forward to working with you and are excited that you are joining our effort to transition the world to sustainable energy!

- Your Program Participation.** You agree to participate in the Program on the terms set forth herein, including to enter into a power purchase agreement (“PPA”) with [CCA Name] and to enroll in the applicable [CCA Retail Program Name] Program (“Participation”). Participation means You agree to allow Tesla to install the System on your home, to provide site access for regular operation and maintenance of the System and to purchase an equivalent amount of power generated by the System during the term of your PPA. You have 7 days after you agree to these terms to revoke your Participation. If you don’t do so, or if you move forward with scheduling your installation, that means you are agreeing to these Program Terms.
- Updates to Participation Sheet.** Even though we have completed an initial design of the System, we might need to make changes to that design, which also means we might need to update the System size, the estimated System production or the PPA rate based on a variety of factors, such as installation complexity or product availability. We can make minor adjustments to the size of the System provided that it does not impact projected system production by more than 20%. Your PPA rate may increase in accordance with the Program terms depending upon the scope of any required pre-installation work required to accommodate your System. If a change is expected to impact System production by more than 20% or your PPA rate, we will update the terms of your Participation. You have 7 days after you receive the updated terms to reject them. If you don’t reject them, or if you move forward with scheduling your installation, that means you are agreeing to the updated Participation terms and authorize us to develop and submit permit packets and otherwise prepare for your upcoming installation. The updated Participation terms replaces any prior terms we have agreed upon.
- Cancellation.** At any point prior to the time when we schedule your installation, either of us can cancel your order and Participation for any reason provided that we let the other know in writing (so there is no misunderstanding).
- Permission to Operate.** Tesla’s work includes ensuring that the System obtains “Permission to Operate” (or “PTO”) from your utility, provided that PTO is required for the System. There can sometimes be delays in obtaining PTO. Tesla will work with you and your utility to try to minimize such delays.
- Home Owner’s Association.** If your home is governed by a home owner’s association or similar community organization, you are responsible for getting any required approvals and authorizations for the System.
- Installation.** We will contact you to schedule installation of the System. During installation, we might choose to make minor repairs commonly needed to install the System (like simple electric upgrades and roof preparation). We promise to repair or pay for damage we directly cause to your home or your property during installation of the System. If we fail to do that, please let us know, and we will make the repair (or have someone repair it) at our cost (and that will be your only remedy). But you need to let us know in writing and within a certain amount of time following the damage: within 10 years for Solar installations, 4 years for Powerwall installations and 1 year for anything else.
- Equipment Limited Warranties.** During the term of your Participation, any manufacturers limited warranties accrue to Participate Energy Fund I, LLC (the “System Owner”) as the owner of the System. If You (or a subsequent owner of Your home) exercises an option to purchase the System, any then-valid and assignable manufacturers limited warranties will be assignable to You (or the subsequent owner). Solar panels and inverters come with a warranty from their manufacturers. The solar panel warranty will be at least 25 years and will guarantee at least 80% of nameplate capacity for at least 25 years. The inverter warranty will cover defects for at least 10 years. We reserve the right make warranty claims for the solar panels or inverter. If the System includes Powerwall(s), the Powerwall(s) are covered by the [Tesla Powerwall Limited Warranty](#).
- Site Access, Remote Monitoring and Firmware Upgrades.** You agree that Tesla and the System Owner can access the System, including remotely, to monitor its performance, perform diagnostics and upgrade firmware. Access Rights. You also hereby grant to Tesla, the System Owner and to Tesla’s or the System Owner’s agents,



employees, contractors and the utility a non-exclusive license running with the Site for access to, on, over, under and across the Site the date of this Agreement until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "License Term"), for the purposes of performing all of the Program-related obligations and enforcing all of the Program-related rights set forth in this Agreement and otherwise as required in order to effectuate the purposes of the Program. During the License Term, you shall preserve and protect the parties' rights under the Licenses and access to the Site and shall not interfere, or permit any third parties under Your control to interfere with such rights or access. You agree that either Tesla or the System Owner may record a customary memorandum of license in the land records respecting the Licenses.

9. **Grid Services.** You agree to that the System Owner, as owner of the System, has the sole and exclusive right to use and control any Powerwall(s) installed as part of the System, except to the extent the System Owner authorizes use of any such Powerwall(s) to the extent they are available for backup power generation during a grid outage, which authorization may be granted or revoked by the System Owner or its designee at any time in its sole discretion.
10. **Tesla Intellectual Property.** Tesla owns all patents, trademarks, copyrights, trade secrets and any other intellectual property rights associated with the System. Tesla gives you a limited, non-exclusive, license to use any software embedded in the System solely to the extent necessary in connection with the use and operation of the System.
11. **Privacy.** Information developed by or shared with Tesla in accordance with this Program will be governed by [Tesla's Privacy Policy](#). You agree that we may share your information with [CCA Name], the System Owner, your utility provider and our respective service providers, business partners and affiliates.
12. **Limitation of Liability.** If there is a dispute, the maximum amount that either of us will have to pay the other is the replacement cost of the System for anything arising out of these Program terms. Also, neither of us will have to pay the other for any indirect damages (what lawyers call "special or consequential damages").
13. **Governing Law.** These Program terms are governed by the laws of the State where your System is installed.
14. **Notices.** You can find applicable lien notices, certain warnings required by law, and details of our insurance attached to these purchase terms.

15. **Agreement to Arbitrate.** *Please read this part carefully because it means you are agreeing that any unresolved dispute between you and Tesla will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration.*

If you have a dispute with Tesla, Inc. or its affiliates (which we call "Tesla") or any party participating in the Program arising out of or relating to any aspect of this Agreement or your Participation in this Program, please send us an email to [resolutions@tesla.com](mailto:resolutions@tesla.com), describing your dispute and how you would like it resolved. If it is not resolved within 60 days from the date of your email, you agree that your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before you ordered your System (such as claims related to statements Tesla made about our products). We will pay all AAA fees for any arbitration, which will be held in the city or county of your legal residence. To learn more about the Rules and how to begin an arbitration, you can call any AAA office or go to [www.adr.org](http://www.adr.org). The arbitrator can only resolve disputes between you and Tesla, and cannot consolidate claims from others without consent from you, Tesla, and the others. You can only bring claims in arbitration against Tesla in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Tesla). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a specific claim for relief or remedy (such as what lawyers call "injunctive" or "declaratory" relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If you prefer, you can take your individual dispute to a small claims court instead. If you don't want to agree to arbitration, you can "opt out" of arbitration by sending us a letter within 30 days after placing your initial order for your System. Please send the letter to Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970 and include your name, your order number, the name of the product you ordered, and a statement explaining your desire to opt out of arbitration. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a contract involving another Tesla product or service.

**[CCA Retail Program Name] Program Participation Sheet  
(Home Improvement)**

**Your information and installation location**

{&Customer.Name}  
{&Customer.SpouseName}  
{&Site.StreetOnContract}  
{&Site.CityStateZipOnContract}  
{&Customer.Phone}

**Tesla Notice Information**

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304  
888-765-2489  
CA CSLB 949283

**Installer**

Tesla Energy Operations, Inc. of {&Headquarters.FullAddress}  
{&Site.SCContractorLicense}

**System and Purchase Price**

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed  
{&Table.PriceSheet}

**Customer's Initials:** \_\_\_\_\_

**Schedule of Payments**

**Not Applicable. The System will be purchased by System Owner at no up-front cost to Customer.**

Customer payment obligation is set forth in the Power Purchase Agreement (PPA) with [CCA Name] and will be based on the following PPA rate:

- 14.5¢ / kWh (Pre-construction work: < \$750)
- 15.0¢ / kWh (Pre-construction work: \$750 - \$2,500)
- 15.5¢ / kWh (Pre-construction work: \$2,500 - \$5,000)

\* Projects that require pre-construction work at a cost greater than \$5,000 are ineligible for the Program unless Customer bears these expenses.

Powerwall pricing: \$115.00 / month for the 1<sup>st</sup> Powerwall; \$75.00 / month for each additional Powerwall.

**The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.**

**IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.**

**Customer's Initials:** \_\_\_\_\_

**Approximate Installation Start Date**

7-90 days from contract signing

**Approximate Completion Date**

7- 90 days from the day installation begins

**Signed by**

Your signature

\_\_\_\_\_  
Name: {&Customer.Name}

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: {&Customer.SpouseName}

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Tyler Moragne  
Title: Director, Residential Operations

**You are entitled to a completely filled in copy of this Agreement, signed by both you and Tesla, before any work may be started.**

**Exhibit 1**  
**Cancellation Rights**

(TESLA, INC. COPY)

**NOTICE OF CANCELLATION**  
**STATUTORILY-REQUIRED LANGUAGE**  
**Notice of Cancellation**

Date of Transaction:

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY)** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within **TEN DAYS** following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to Tesla, Inc., Document Receiving, 6569 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 **NO LATER THAN MIDNIGHT** of the date that is **THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY)** from the date you signed the Agreement.

I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_ [Date].

Customer's Signature:

\_\_\_\_\_

Customer's Signature:

\_\_\_\_\_

**(CUSTOMER COPY)**

**NOTICE OF CANCELLATION  
STATUTORILY-REQUIRED LANGUAGE**

**Notice of Cancellation**

**Date of Transaction:**

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN DAYS following receipt by the seller (Tesla, Inc.) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Tesla, Inc.) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Tesla, Inc.) regarding the return shipment of the goods at the seller's (Tesla, Inc.'s) expense and risk. If you do make the goods available to the seller (Tesla, Inc.) and the seller (Tesla, Inc.) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Tesla, Inc.), or if you agree to return the goods to the seller (Tesla, Inc.) and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to Tesla, Inc., Document Receiving, 6569 Las Vegas Blvd. S., Unit 200, Las Vegas, NV 89119 NO LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS OR FIVE BUSINESS DAYS (CA CUSTOMERS ONLY) from the date you signed the Agreement.**

I, \_\_\_\_\_, hereby cancel this transaction on \_\_\_\_\_ [Date].

**Customer's Signature:**

\_\_\_\_\_

**Customer's Signature:**

\_\_\_\_\_

## Exhibit 2

### NOTICES

**Bonds.** The owner or tenant has the right to require the contractor to have a performance and payment bond.

**Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. You may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of the extra work or change, (ii) the cost to be added or subtracted from the contract; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, the Contractor shall have the right to substitute System equipment without Customer's agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

**Insurance** Tesla carries the following insurance applicable to the work being performed under this Agreement:

- Commercial General Liability Insurance (CGL). Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.
- Workers' Compensation Insurance. Tesla carries workers' compensation insurance for all employees in compliance with law.

## Additional Notices

### California

**CALIFORNIA CONTRACTOR LICENSING INFORMATION:** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information:

- Visit CSLB's Internet website at [www.cslb.ca.gov](http://www.cslb.ca.gov)
- Call CSLB at 800-321-CSLB (2752)
- Write CSLB at P.O. Box 26000, Sacramento, CA 95826

### MECHANICS' LIEN RELEASES

Upon satisfactory payment for any portion of the work performed, Tesla shall, prior to any further payment, furnish to Customer a full and unconditional release from any potential lien Claimant claim or mechanics' lien pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

### CALIFORNIA MECHANICS LIEN WARNING:

**NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances.**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

**Schedule A  
System Information**

**Purchaser Name and Installation Address**

{&Customer.Name}  
 {&Customer.SpouseName}  
 {&Site.StreetOnContract}  
 {&Site.CityStateZipOnContract}

**Equipment & System Installation Description**

ITEM

{&Proposal.STCkW} kW (STC) PhotovoltaicSystem

{&Proposal.AnnualKWHOutput,fmt=N0} kWh/yr Estimated First Year Annual Production

{&Proposal.AllPanelQty} PV Panels: {&Panel[1].Make}	{&Panel[1].Model}
{&BatteryBackup[1].Quantity} Battery(ies): Tesla	{&BatteryBackup[1].Model}
{&BatteryBackup[2].Quantity} Battery(ies): Tesla	{&BatteryBackup[2].Model}
{&Proposal.AllInverterQty} Inverter(s): {&Inverter[1].Make}	{&Inverter[1].Model}
{&Inverter[2].Make}	{&Inverter[2].Model}
{&Inverter[3].Make}	{&Inverter[3].Model}

Mounting System

System Installation

**Costs**

Purchase Amount (PV System, Battery, and Installation Cost)	{&Proposal.CashContractPrice,fmt=C2}
Estimated Rebate	{&Proposal.TotalRebatesToSC,fmt=C2}
Net System Cost	{&Proposal.OutOfPocketCost,fmt=C2}



**Schedule B**  
**Renewable Energy Credit Agreement**

1. **Introduction.** This Renewable Energy Credit Agreement (this "REC Agreement") is between Tesla ("Tesla" or "we") and you ("Customer") concerning the Environmental Attributes associated with the electricity generated by the photovoltaic system ("Solar System"), which Tesla is installing on your home pursuant to your agreement to participate in the [**CCA Retail Program Name**] (the "Program Agreement"). "Environmental Attributes" are commonly referred to as renewable energy credits ("RECs") and include all solar renewable energy credits, carbon offset credits, green tags, and other similar credits and benefits, however named, generated by or associated with the Solar System. Environmental Attributes do not include electricity or tax credits.

2. **Ownership.** You recognize that you will not own the Environmental Attributes to sell, use or claim, and a third party may have the right to claim clean, green or renewable energy based on its purchase of Environmental Attributes from your Solar System.

3. **Your Obligations.** You agree to cooperate with Tesla and the System Owner of the Solar System to allow Tesla (and any party to which the Environmental Attributes have been sold or transferred) to claim the Environmental Attributes, including, but not limited to taking the following actions:

- a. To the extent allowable by law, enter into net metering agreements and interconnection agreements for the Solar System;
- b. Promptly, but in no case more than 7 days after an initial request, sign and/or file documentation in connection with the registration and/or transfer of the Environmental Attributes to any party to which the Environmental Attributes have been sold or transferred;
- c. Maintain and make available, at your cost, a functioning indoor internet connection with the understanding that an intermittent internet connection (which includes but is not limited to temporary wireless hotspots) will not satisfy this obligation;
- d. Allow Tesla or the owner of the Solar System, its agent or subcontractor, to monitor and report the Solar System's production;
- e. Upon reasonable prior written notice, provide Tesla, the owner of the Solar System and/or its designees, with access to the Solar System for inspections and maintenance;
- f. Maintain the Solar System in good working condition; and
- g. Maintain the Solar System's interconnection to the local electric utility.

Additionally, you understand that by you will have no right to sell the Environmental Attributes, or any component thereof, to any other party.

4. **Remedies.** If you fail to comply with the obligations set forth in Section 3 within 30 days after written notice to you, and that failure results in any disruption in the production of Environmental Attributes or Tesla's ability to claim, transfer, or otherwise make use of the Environmental Attributes, Tesla will have the right to invoice and collect from you an amount equal to Tesla's direct, actual damages resulting from such disruption. In no case, however, will you be liable to Tesla under this REC Agreement for amounts in excess of the REC Credit.

5. **Third-Party Beneficiaries.** We each agree that the owner(s) of the Solar System and the Environmental Attributes is/are intended third-party beneficiary(ies) of this REC Agreement.

I have read this REC Agreement in its entirety and I acknowledge that I have received a complete copy of this REC Agreement

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**Customer Signature**

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Name: Tyler Moragne

Title: Director, Residential Energy Operations

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**BookmarkControlTable will be deleted**

USState	Condition	Include
Condition	{#IF("&Customer.SpouseName"!="") 1 0ENDIF}	CoSigner_YES1,CoSigner_YES2
Condition	{#IF("&Proposal.HasAdderID(228)"!="True") 1 0ENDIF }	Battery_YES1,Battery_YES2,Battery_YES3,Battery _YES4,Battery_YES5,Battery_YES6,Battery_YES7, Batter_YES8
Condition	{#IF("&Proposal.HasAdderID(228)"!="True") 1 0ENDIF}	Battery_NO1,Battery_NO2
Condition	{#IF("&Storage.Cost_SystemSubtotal">1) 1 0ENDIF}	BatteryBackup_YES1,BatteryBackup_YES2,Battery Backup_YES3,BatteryBackup_YES4,BatteryBackup _YES5

**GOOD OF THE ORDER**

<b>COUNCIL MEETING DATE</b>	<b>COUNCIL MEMBER</b>	<b>REQUEST</b>	<b>DETAIL</b>	<b>DIRECTOR(S)</b>	<b>ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action</b>	<b>DISCUSSION ITEM</b>	<b>ACTION ITEM DATE</b>	<b>STATUS: Complete; Pending; On-going; In-Progress</b>
8/10/2021	Lutz/Lara	Shopping Cart Ordinance	Review ordinance	A. Betancourt	Zoning Code Update 2024	2/22/2022	8/24/2021	Pending
6/28/2022	Lara/Camacho	Battery Storage Funds	Set aside \$50,000 for Battery Storage for non-profits.	S. Carmona				Pending
1/24/2023	Lara/Garcia	Safe Pathways to School	Discuss with ERUSD Boardmembers		Ad Hoc Committee			
2/14/2023	Garcia/Sanchez	Ordinance Prohibiting Street Takeovers	Take to City Council		Adopt Ordinance	2/14/2023	6/13/2023	In-Progress
2/14/2023	Garcia/Sanchez	Establishing Safe Spaces for kids	Take to City Council	P. Yugar		2/14/2023	8/8/2023	In-Progress
2/28/2023	Lutz/Sanchez	Feasability Study Marine Corps Property	Ad Hoc Committee	P. Yugar		2/28/2023		
3/14/2023	Lutz/Garcia	Monument Marker Upgrade	Passons and Washington Bl	N. Negrete				
5/9/2023	Camacho/Garcia	Commercial Property Maintenance Ord.	Take to City Council	A. Betancourt				
6/13/2023	Lara/Camacho	Matching ransom monies for Juan Orozco	Take to City Council	A. Betancourt				In-Progress
6/27/2023	Lara/Garcia	Traveling Memorial Wall for Veterans	Take to City Council	P. Yugar				In-Progress