



Tuesday, September 12, 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)

Regular Meeting 6:00 p.m.

Council Chamber

6615 Passons Boulevard

Next Resolution No. 7297

Next Ordinance No. 1175

Next Agreement No. 23-2233

Successor Agency to PRRA

Next Resolution No. SA-23-28

Next Ordinance No. SA-01

Next Agreement No. S23-006

Housing Assistance Agency

Next Resolution No. HA-108

Next Ordinance No. HA-16

Water Authority

Next Resolution No. 23-37

Next Ordinance No. 23-01

Next Agreement No. 23-74

Public Financing Authority

Next Resolution No. PFA-23-13

COMMISSIONERS SCHEDULED TO BE PRESENT:

Tommy Elisaldez, Planning Commission

Patricia Saucedo, Parks & Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION(S):

- Historic Whittier Boulevard Update Presentation

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

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

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

PUBLIC HEARING(S):

City Council:

1. Public Hearing – Establishing a Tobacco Retailer License Fee. (1300)

- a) Open public hearing
- b) Memo from City Manager
- c) Written Communications
- d) Oral Communications
- e) Close public hearing
- f) Recommendation:**
 - 1. Conduct a public hearing; and
 - 2. Approve a resolution establishing fees for a Tobacco Retail Licensing program.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF A TOBACCO RETAIL LICENSE ANNUAL FEE IN ACCORDANCE WITH PICO RIVERA MUNICIPAL CODE CHAPTER 5.75.100

2. Public Hearing – Approval of the Fiscal Year 2022-23 Consolidated Annual Performance and Evaluation Report for Submission to the U.S. Department of Housing and Urban Development. (1600)

- a) Open public hearing
- b) Memo from City Manager
- c) Written Communications
- d) Oral Communications
- e) Close public hearing
- f) Recommendation:**
 - 1. Conduct a public hearing to receive community input on the fiscal year (FY) 2022-23 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER); and
 - 2. Approve a resolution finding that this item is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines and authorizing staff to submit the FY 2022-23 CAPER to the U.S. Department of Housing and Urban Development.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE CITY’S FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

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:

3. Minutes:

- City Council special meeting August 1, 2023 and August 22, 2023.

Recommendation: Approve

- Veterans Commission regular meeting May 8, 2023.

Recommendation: Receive and file

- Parks & Recreation regular meeting February 9, 2023 and March 9, 2023.

Recommendation: Receive and file

4. 3rd Warrant Register of the 2023-2024 Fiscal Year. (700)

Check Numbers: 292332-292649

Special Check Numbers: 12398-12399

Recommendation: Approve

5. Second Reading – Adoption of Ordinance No. 1173 Approving Zone Reclassification No. 328 to Apply an R-40 Overlay Zone to the Housing Element Sites and Adoption of Ordinance No. 1174 Approving Zone Code Amendment No. 190. (1300)

Recommendation:

1. Adopt Ordinance No. 1173 approving Zone Reclassification No. 328 to apply an R-40 Overlay Zone to the Housing Element sites; and
2. Adopt Ordinance No. 1174 approving Zone Code Amendment No. 190.

Ordinance No. 1173 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO APPLY AN R-40 OVERLAY ZONE 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 (**SECOND READING AND ADOPTION**)

Ordinance No. 1174 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 (**SECOND READING AND ADOPTION**)

6. Memorandum of Understanding with the Pico Rivera Chamber of Commerce.

Recommendation: (500)

1. Authorize the City Manager to execute a Memorandum of Understanding between the City and the Pico Rivera Chamber of Commerce for fiscal year 2023-24.

7. Amendment No. 1 to Professional Services Agreement No. 22-2138 with Dudek for the Comprehensive Update of Title 18, the Zone Code, of the Pico Rivera Municipal Code. (500)

Recommendation:

1. Approve Amendment No. 1 to Professional Services Agreement (PSA) No. 22-2138 with Dudek (Consultant) to increase the compensation by \$213,940, for a total not-to-exceed amount of \$513,940 for the comprehensive update of Title 18, the Zone Code; and
2. Authorize the City Manager to execute the amendment to the PSA with the Consultant, in a form approved by the City Attorney for a term of one-year with a second-year extension if required.

Agreement No. 22-2138-1

8. Harbor Toxic Monitoring Agreement – Authorization to Execute Agreement for Cost Sharing for Installation of Monitoring Equipment and Monitoring Harbor Toxic Pollutants. (500)

Recommendation:

1. Authorize the City Manager to execute an agreement between the City and the Gateway Water Management Joint Powers Authority for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load in a form approved by the City Attorney.

Agreement No. _____

9. Treasurer’s Monthly Investment Transaction Report as of July 31, 2023. (700)
Recommendation:

1. Receive and file the Treasurer’s Monthly Investment Transaction Report as of July 31, 2023.

10. Approve Budget Adjustments for the Pico Rivera Innovative Municipal Energy (PRIME) Fund for Fiscal Year 2022-23. (700)

Recommendation:

1. Approve budget adjustments amending the fiscal year 2022-23 Adopted Budget for the Pico Rivera Innovative Municipal Energy (PRIME) Fund (Fund 560).

11. City Clerk Appointment. (200)

Recommendation:

1. Appoint Cynthia Ayala, CMC to the position of City Clerk.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA:

12. First Reading – An Ordinance Amending Section 2.55.040, *Meetings – Time and Place*, to Chapter 2.55, *Veterans Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code. (300)

Recommendation:

1. Introduce and waive the first reading of an ordinance, amending Section 2.55.040, *Meetings – Time and Place*, to Chapter 2.55, *Veterans Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 2.55 TO TITLE 2, *ADMINISTRATION AND PERSONNEL*, OF THE PICO RIVERA MUNICIPAL CODE RELATING TO VETERANS COMMISSION (**FIRST READING AND INTRODUCTION**)

13. First Reading – An Ordinance Amending Section 2.54.020, *Membership-Term*, to Chapter 2.54, *Sister City Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code. (300)

Recommendation:

1. Introduce and waive the first reading of an ordinance, amending Section 2.54.020, *Membership-Terms*, to Chapter 2.54, *Sister City Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 2.54 TO TITLE 2, *ADMINISTRATION AND PERSONNEL*, OF THE PICO RIVERA MUNICIPAL CODE RELATING TO SISTER CITY COMMISSION (**FIRST READING AND INTRODUCTION**)

14. Approve the Smart Waste Collection Pilot Program at Smith Park and a Purchase Agreement with BigBelly, Inc. (500)

Recommendation:

1. Approve a Smart Waste Collection Pilot Program at Smith Park;
2. Award a Sole Source Purchase Agreement to Bigbelly, Inc. for the purchase of 50 smart waste bins for an amount not-to-exceed \$286,682, and execute the agreement in a form approved by the City Attorney; and

3. Appropriate \$287,000 from the Unassigned Fund 671 (CalRecycle) Senate Bill (SB) 1383 Fee to Account No. 671.11.1110-54500.

Agreement No. _____

15. **Approve a Memorandum of Understanding with Landify ECT Corporation for Park Development Projects.** (500)

Recommendation:

1. Authorize the City Manager to execute a Memorandum of Understanding between the City and Landify ECT regarding the development of new and existing parks throughout the City.

CITY MANAGER/STAFF REPORTS

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

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)
Third Tolling Agreement related to the BKK Class I Landfill Cost Recovery Efforts
(one matter)

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)
One matter related to a personal injury claim

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, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 7th, day of September 2023.

Dated this 7th, day of September 2023.

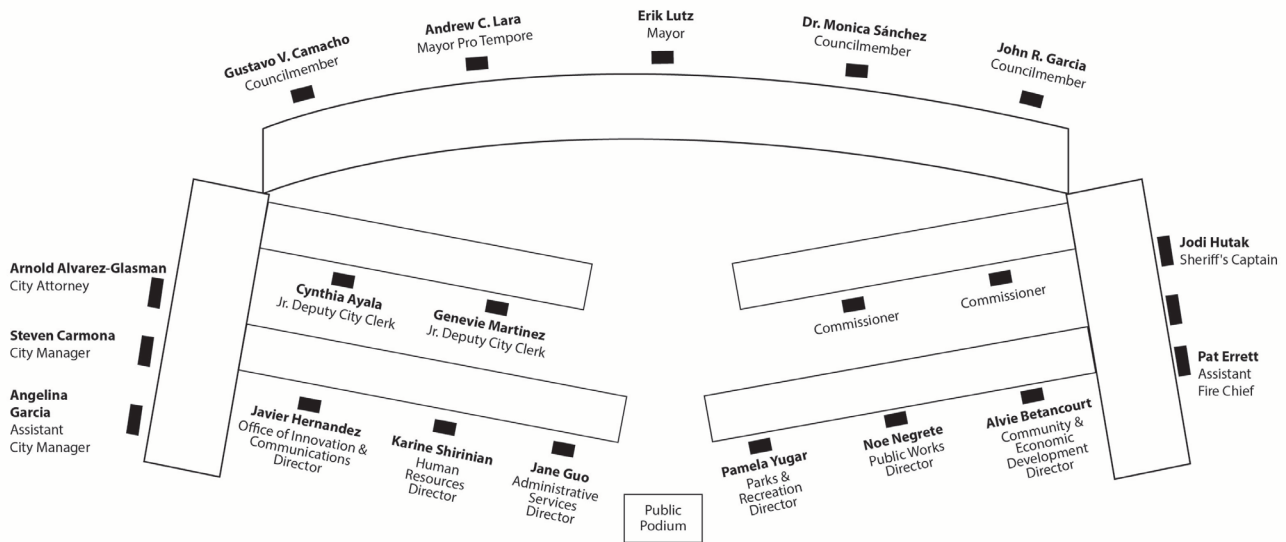


Cynthia Ayala
Jr. Deputy City Clerk

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.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

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

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.
- A **yellow** Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A **green** Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

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



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: PUBLIC HEARING – ESTABLISHING A TOBACCO
RETAILER LICENSE FEE

Recommendation:

1. Conduct a Public Hearing; and
2. Approve a resolution establishing fees for a Tobacco Retail Licensing program.

Fiscal Impact:

The proposed fees in the resolution are intended to cover the City's reasonable costs in administering the Tobacco Retail Licensing program. Therefore, it is not expected to have a substantial financial effect on the City's budget. Each tobacco retailer would pay an annual fee of \$520, resulting in an estimated added income of around \$26,080 (GL Account No. 100.00.0000-41100), which will be utilized to address the program's costs.

Background:

On March 8, 2022, the City Council adopted Ordinance No. 1154 adding Chapter 5.75 *Tobacco Retail License* to the Pico Rivera Municipal Code, Title 5 Business Licenses and Regulations. The amendment makes it unlawful to sell tobacco products in the City without first obtaining and maintaining a valid tobacco retailer's license. The amendment also makes it unlawful to possess with intent to sell or offer for sale, any flavored tobacco product.

On May 9, 2023, the City Council adopted Ordinance No. 1170 adding Chapter 5.75, Section 5.75.110 *Compliance Monitoring* that outlined the number and frequency of unannounced tobacco retail license inspections and compliance checks of tobacco retailer sites.

Discussion:

City staff worked with Revenue & Costs Specialists (RCS) to determine the cost recovery fee for Pico Rivera’s Tobacco Retail License program. RCS provides fee and costing services to local government agencies. It is currently assisting the City with a citywide cost allocation and fee study to determine appropriate costs for other operational services in the City. The proposed tobacco retail license fee is based on a cost recovery calculation to administer the program among existing tobacco retailers. The number of tobacco retailers (50) in the City has remained consistent since 2021 when the City originally conceived the tobacco retail license program.

The fee calculation criteria:

- One (1) annual unannounced inspection for each tobacco retailer;
- One (1) annual unannounced compliance check with youth decoys or a designated City agent to attempt to purchase tobacco products; and
- Ongoing program administration.

All City business license processing is managed by Hinderliter, de Llamas & Associates (HdL). HdL will also process the tobacco retail license program, which includes application review, opening new accounts, online filing, and payment processing. HdL will provide support to City staff for ongoing program administration. Code Enforcement officers will conduct inspections among the tobacco retailers as well as assist with educational components, including questions regarding general program compliance. City clerical staff will also assist with these inquiries.

The fee is broken down below:

Position	Unit Time	Unit Cost
Secretary	1.0 hour/week	\$142.25
Technician	0.5 hour/week	\$68.73
Contracted (HdL)	HdL charges	\$60.00
Subtotal	1.5 hours/week	\$270.98
Neighborhood Improvement Officer	1.0 hour/week	\$125.31
Neighborhood Improvement Officer	1.0 hour/week	\$125.31
Subtotal	2.0 hours/week	\$250.62
Total	3.5 hours/week	\$521.60

The tobacco retail license fees are intended to comply with applicable Federal, State, and local laws confirming that they cover the reasonable costs of the City’s activities and services addressed in the program. In compliance with State law, the fee has been noticed in the *Los Cerritos Community News* twice, on September 1, 2023 and September 8, 2023.

Per California Government Code 66017, new fees can become effective no less than 60 days after City Council's approval of the resolution. To allow sufficient time to notify tobacco retailers of this new fee, staff recommends extending the effective date and requiring all tobacco retailers to obtain a license by January 1, 2024. Staff has proactively notified tobacco retailers of these changes, including the ban on the sale of flavored tobacco, with a mail campaign after Ordinance No. 1154 went into effect on July 2022 and again on February 2023. Once the fee is approved, staff will notify retailers again of the fee and work with them through the application process to ensure compliance.

Environmental Analysis:

The proposed project exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA and none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply.

Conclusion:

Staff recommends that the City Council approve a resolution establishing a \$520 annual fee per tobacco retailer for the administration of the Tobacco Retail Licensing program with an effective date of January 1, 2024.



Steve Carmona

SC:AB:JF:jj

Enclosures: 1) Resolution
2) Revenue and Cost Worksheet
3) Public Notice

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF A TOBACCO RETAIL LICENSE ANNUAL FEE IN ACCORDANCE WITH PICO RIVERA MUNICIPAL CODE CHAPTER 5.75.100

WHEREAS, on February 8, 2022, City Council introduced the first reading of an ordinance implementing a local tobacco retail licensing program and prohibiting the sale of flavored tobacco products; and

WHEREAS, on March 8, 2022, City Council adopted Ordinance No. 1154 adding Chapter 5.75 to the Pico Rivera Municipal Code (PRMC) establishing a local tobacco retail licensing program and prohibiting the sale of flavored tobacco products; and

WHEREAS, on April 3, 2023, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of amending PRMC Chapter 5.75, Section 5.75.110 Compliance Monitoring, to introduce compliance monitoring measures; and

WHEREAS, on April 25, 2023, City Council held a public hearing and introduced the first reading of an ordinance establishing parameters for the Tobacco Retail License program which would eventually determine the level of resources needed for the successful implementation of the program; and

WHEREAS, on May 9, 2023, City Council adopted Ordinance No. 1170 approving Zoning Code Amendment No. 193 to amend PRMC Chapter 5.75, Section 5.75.110 Compliance Monitoring to specify program parameters indicating number and frequency of unannounced inspections and compliance checks, which was a necessary component to determine cost recovery fees; and

WHEREAS, on September 1, 2023 and September 8, 2023 the fee was legally noticed on *Los Cerritos Community News* and a Public Hearing was held for September 12, 2023.

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

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2. The City Council hereby finds that the fees outlined herein are reasonable and do not exceed the actual costs of providing the services to the public and are consistent with the City's policy of recovering full costs of the fees. As such, the City Council hereby adopts the Tobacco Retail License fees in the amount of **\$520** to recover full

costs associated with the license as detailed in the table below:

Position	Unit Time	Unit Cost
Secretary	1.0 hour/week	\$142.25
Technician	.5 hour/week	\$68.73
Contracted (HdL)	HdL charges	\$60.00
<i>Subtotal</i>	<i>1.5 hours/week</i>	<i>\$270.98</i>
Neighborhood Improvement Officer	1.0 hour/week	\$125.31
Neighborhood Improvement Officer	1.0 hour/week	\$125.31
<i>Subtotal</i>	<i>2.0 hours/week</i>	<i>\$250.62</i>
Total	3.5 hours/week	\$521.60

SECTION 3. Tobacco Retail License fees adopted herein shall go into effect 60 days from the approval of this Resolution. To allow for sufficient noticing and awareness to retailers, enforcement shall commence on January 1, 2024. Once the Tobacco Retail License fees are in effect, they shall be added to the City’s Master Fee Schedule.

SECTION 4. Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds that the ordinance is exempt from CEQA under CEQA Guidelines Section 15061(b)(3), where CEQA only applies to projects which have a potential for causing a significant effect on the environment.

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

APPROVED AND PASSED this 12th day of September, 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
COST DETAIL WORKSHEET**

SERVICE TOBACCO RETAIL PERMIT					REFERENCE NO. PL-09000		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 50		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
COMM ECON DEV	SECRETARY	1 Hour/Week	1.00	\$142.25	50	\$7,113	
COMM ECON DEV	TECHNICIAN	30 Min/Week	0.50	\$68.73	50	\$3,437	
NEIGHBRHD SRVCS		HdL Charges	0.00	\$60.00	50	\$3,000	
		TYPE SUBTOTAL	1.50	\$270.98		\$13,549	
NEIGHBRHD SRVCS	NEIGHBRHD IMPRV OFFICER	Unannounced Inspect	1.00	\$125.31	50	\$6,266	
		TYPE SUBTOTAL	1.00	\$125.31		\$6,266	
NEIGHBRHD SRVCS	NEIGHBRHD IMPRV OFFICER	Unannounc Compl Chl	1.00	\$125.31	50	\$6,266	
		TYPE SUBTOTAL	1.00	\$125.31		\$6,266	
TOTALS			3.50	\$521.60		\$26,080	

**CITY OF PICO RIVERA
REVENUE AND COST SUMMARY WORKSHEET**

SERVICE TOBACCO RETAIL PERMIT		REFERENCE NO. PL-09000	
PRIMARY DEPARTMENT CODE ENFORCEMENT	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Inspection of tobacco retailers within the City for compliance with City codes and standards.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$521.60	TOTAL COST:	\$26,080
UNIT PROFIT (SUBSIDY):	\$(521.60)	TOTAL PROFIT (SUBSIDY):	\$(26,080)
TOTAL UNITS:	50	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$520 per permit per year			

PROOF OF PUBLICATION

(2015.5 C.C.P.)

**Los Cerritos Community Newspaper Group
13017 Artesia Blvd., Suite C-102
Cerritos CA 90703
(562) 407-3873**

County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am the principal clerk of the printer of the Los Cerritos Community News, a newspaper of general circulation, printed and published one time each week in the County of Los Angeles, City of Cerritos and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of September 9, 1996, in Case Number V5005861 that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

9/1 and 9/8/23

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATED AT CERRITOS, CALIFORNIA,

THIS 1st DAY OF SEPTEMBER 2023

Signature 
Brian Hews Clerk, LCCN

Los Cerritos Community News
13047 Artesia Blvd. Suite C-102, Cerritos, CA 90703
562-407-3873
LCCN FORM 82180 PROOF
County of Los Angeles

Proof of Publication of

**CITY OF PICO RIVERA
CITY COUNCIL PUBLIC HEARING CONSIDERING THE ADOPTION OF A TOBACCO
RETAIL LICENSE FEE FOR TOBACCO RETAILERS UNDER CHAPTER 5.75.100,
TOBACCO RETAIL LICENSE – FEE FOR LICENSE**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council for the purpose of adopting a fee schedule for the City's reasonable costs for processing a Tobacco Retail License under Chapter 5.75.100 Fee for license. The Tobacco Retail License is required for businesses that sell tobacco in the City of Pico Rivera. The proposed fee schedule, if approved, would go into effect upon Pico Rivera Municipal Code Chapter 5.75, Tobacco Retail License.

WHEN: Tuesday, September 12, 2023

TIME: 6:00 PM

WHERE: Parks and Recreation Community Room 6767 Passons Blvd.
Pico Rivera, CA 90660

PERSONS INTERESTED IN THIS MATTER wishing to observe the meeting may do so in the following ways:

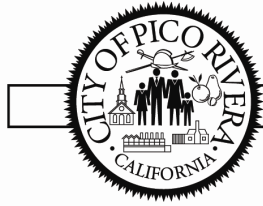
- (1) Turn your TV to Channel 3;
- (2) City's website at <https://bit.ly/picorivera-ctv3live>
- (3) Email public comments to publiccomments@pico-rivera.org prior to 4:00 p.m. on the day of the meeting;
- (4) Attend the Public Hearing in person

Copies of all relevant material are available to the public for review in the Community & Economic Development Department at City Hall, 6615 Passons Boulevard, Pico Rivera, California. Additional information may be found at the City's website at <https://www.pico-rivera.org/index.php/tobacco-retail-license-fee-detail/> Please contact Jazmin Faccuseh, Senior Analyst at (562) 801-4331 for additional questions.

If a challenge is made by any party in court from actions arising out of the public hearing, you may be limited to raising only those issues you or someone else raised during the public hearing described in this notice, or in written correspondence delivered to the City of Pico Rivera City Clerk at, or prior to, the public hearing.

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 contact City Clerk's Office at (562) 801-4389 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order for accommodations to be arranged.

Published at Los Cerritos Community News 9/1 and 9/8/23



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: PUBLIC HEARING – APPROVAL OF THE FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Recommendation:

1. Conduct a public hearing to receive community input on the fiscal year (FY) 2022-23 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Approve a resolution finding that this item is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines and authorizing staff to submit the FY 2022-23 CAPER to the U.S. Department of Housing and Urban Development (HUD).

Fiscal Impact:

There is no fiscal impact to the General Fund. The submission of the CAPER is a condition for the City to continue receiving federal funds from HUD.

Background:

Each year, the City of Pico Rivera is required to provide a report to HUD on its performance in meeting the objectives of the approved Consolidated Plan and its Annual Action Plan. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER). Included in the CAPER is information about community development and housing activities. The report documents the City’s use of federally funded CDBG activities, programs, and funds for the recently completed fiscal year.

Discussion:

All activities funded by the City through the CDBG Program must meet one (1) of the following three (3) national objectives:

1. Benefit low- and moderate-income persons as defined by federal statutes; or
2. Prevent or eliminate slums or blight; or
3. Address a community development urgent need posing a severe and immediate threat to the health or welfare of the community.

The federal statutes for the various grant programs covered by the CAPER include several basic goals. These goals relate to HUD's major commitments and priorities, as set by Congress, covering the following three (3) major areas:

1. Provide decent housing by assisting the homeless in obtaining appropriate housing; preserve the affordable housing stock; increase the availability of permanent housing that is affordable for low-income households without discrimination, and increase the supply of supportive housing for those with special needs;
2. Provide a suitable living environment by improving the safety and livability of neighborhoods; reduce the isolation of income groups within an area through decentralization of housing opportunities and revitalization of deteriorating neighborhoods; restore and preserve properties of special architectural, historical, or aesthetic value; and conserve energy resources; and
3. Expand economic opportunities by creating jobs accessible to low-income persons; provide access for low-income households to mortgage financing and credit for development activities that promote long-term community viability and empower low-income persons to achieve self-sufficiency to reduce poverty in federally assisted and public housing.

Accomplishments

The CAPER provides annual performance reporting that enables an assessment of grantee performance in achieving the housing and public service outcome measures funded by CDBG.

During FY 2022-23, the City expended approximately \$1,577,305 on CDBG related activities. Of this total, \$22,500 was expended on public service activities, with \$85,220 spent on homeowner rehabilitations, and \$96,400 spent on Program Administration expenditures. Additionally, approximately \$1,373,143 was expended on Capital Improvement Projects for public facility improvements.

The public services programs administered during FY 2022-23 included the Southeast Area Social Services Funding Authority (SASSFA) which provides meals to seniors. Other program activities funded for FY 2022-23 included fair housing assistance provided by the Housing Rights Center (HRC) and home repair and rehabilitation services provided by the Handyworker Home Repair Program (Habitat for Humanity of Greater Los Angeles). Public facility improvements included ADA improvements to the Senior Center parking lot, renovation of restrooms, and entrance ramps at City Hall, and the Teen Center renovation and broadband design.

Summarized below is a list of accomplishments from July 1, 2022 to June 30, 2023:

- Provided fair housing services to **93** Pico Rivera residents
- Rehabilitated **3** housing units
- Provided public services for **378** low-income Pico Rivera residents
- Completion of the Senior Center Parking Lot Improvements

At the end of the CDBG program year, the CAPER is submitted to HUD as a summary of the accomplishments of the past funding cycle and the progress towards the priority needs and goals identified in the 5-Year Consolidated Plan, which was adopted on August 11, 2020, by City Council.

Environmental Analysis:

The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to the “Common Sense” exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA and none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply.

Conclusion:

It is recommended that the City Council open the public hearing to allow members of the public to offer comment on the FY 2022-23 CAPER; close the public hearing; and approve a resolution finding that this item is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines, and authorizing staff to submit the FY 2022-23 CAPER to the U.S. Department of Housing and Urban Development (HUD).



Steve Carmona

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
PUBLIC HEARING – APPROVAL OF THE FISCAL YEAR 2022-23 CONSOLIDATED
ANNUAL PERFORMANCE AND EVALUATION REPORT FOR SUBMISSION TO THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Page 4 of 4

SC:AB:JG:EL:jj

Enclosures: 1) Resolution
2) FY 2022-23 CAPER
3) Public Notice

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE CITY'S FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

WHEREAS, the City of Pico Rivera (the "City") has applied and received Community Development Block Grant (CDBG) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, City staff published a public notice announcing the availability of the CAPER and the 15-day public comment period for the report in the Los Cerritos Newspaper on August 25, 2023, and is now closed; and

WHEREAS, on September 12, 2023, the City Council held a duly noticed public hearing to consider the program year 2022-2023 CAPER.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The adoption of this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA and none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply.

SECTION 3. The City Council of the City of Pico Rivera does hereby authorize the City Manager, or their designee, to submit the CAPER to HUD.

SECTION 4. The City Council hereby allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

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

APPROVED AND PASSED this 12th day of September, 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:



CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

FY 2022-2023

DRAFT

Contents

CR-05 - Goals and Outcomes	3
CR-10 - Racial and Ethnic composition of families assisted	6
CR-15 - Resources and Investments 91.520(a)	6
CR-20 - Affordable Housing 91.520(b)	12
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	14
CR-30 - Public Housing 91.220(h); 91.320(j)	17
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j).....	18
CR-40 - Monitoring 91.220 and 91.230.....	22
CR-45 - CDBG 91.520(c)	23
CR-50 - HOME 24 CFR 91.520(d).....	24
CR-58 – Section 3	25

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The purpose of the Consolidated Annual Performance and Evaluation Report (CAPER) is to assist residents of the City of Pico Rivera and the U.S. Department of Housing and Urban Development (HUD) in assessing the City's use of federal grant funds to meet the priority needs identified in the City's 2020-2025 Consolidated Plan. The enclosed CAPER focuses on the annual goals and accomplishments for the period of July 1, 2022, through June 30, 2023.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

In FY 2022-2023 the City continued to prioritize public facility and infrastructure improvement projects. The City chose to fund these activities to improve the quality of spaces used by residents.

The City continued its partnership with Habitat for Humanity Los Angeles to make strides towards its Affordable Housing goal. Habitat for Humanity completed three (3) projects at the end of the reporting period. These efforts help sustain affordable housing in the City.

The City partners with the Housing Rights Center to provide fair housing services to its residents. In this reporting period the Housing Rights Center was able to serve 93 Pico Rivera households with their housing issues.

The City allocated some of its public service funds to the Southeast Area Social Services Funding Authority (SASSFA). SASSFA offers congregate nutritional meals to senior citizens residing in the Pico Rivera. The program aims to prevent premature institutionalization for frail older adults over 60 years of age.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Program Administration	CDBG: \$107,435	Other	Other	1	1	100%	1	1	100%
Fair Housing	Fair Housing	CDBG: \$10,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	550	317	58%	96	93	97%
Affordable Housing	Affordable Housing	CDBG: \$123,520	Homeowner Housing Rehabilitated	Household Housing Unit	50	10	20%	4	3	75%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$1,547, 456	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	1,400	28%	500	1,400	28%
Public Services	Public Services	CDBG: \$44,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2000	1,218	61%	450	378	84%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City's use of funds is based on several factors, including priority needs, Consolidated Plan and Action Plan objectives, and available financial resources. The City Council regularly assesses the community’s highest needs by frequently communicating with residents. They, along with City staff, consider the available resources and desired objectives to be achieved and then allocate funding to agencies that submitted proposals in alignment with the goals and objectives outlined in the City's Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	384	0
Black or African American	3	0
Asian	2	0
American Indian or American Native	1	0
Native Hawaiian or Other Pacific Islander	0	0
Other: Multi Racial	84	0
Total	474	0
Hispanic	401	0
Not Hispanic	73	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The above racial and ethnic breakdown is for the public service activity (SASSFA) and the Handyworker (Habitat LA) program, and fair housing services via the Housing Rights Center. The breakdown includes:

1. Southeast Area Social Services Funding Authority: provided meals to 378 senior citizens; meals were delivered to participant homes due to the ongoing coronavirus pandemic.
2. Habitat for Humanity Los Angeles: rehabilitated three (3) homes.
3. Housing Rights Center: provides fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes; they served 93 people.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,714,911	\$1,577,305
HOME	public - federal	0	0

Table 3 - Resources Made Available

Narrative

The City used the CDBG funds for rehabilitation activities, public facility improvements, public services, and planning and administration costs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Wide	100	100	
Eligible Census Tracts			

Table 4 – Identify the geographic distribution and location of investments

Narrative

During FY 2022-2023, the City expended about \$1,577,305 on CDBG related activities. Of this total, about \$22,500 was expended on public service activities, with about \$85,220 spent on homeowner rehabilitations, and about \$96,400 was spent on Program Administration expenditures. Additionally, about \$1,373,143 was spent on Capital Improvement Projects.

The City of Pico Rivera received \$822,318 in supplemental CDBG-Coronavirus (CDBG-CV) funds to prepare, prevent, and respond to the Coronavirus pandemic (COVID-19). The City chose to amend its 2019-2020 Annual Action Plan to program their CDBG-CV funds. With these funds, the City funded its Administrative costs, a COVID-19 Testing Center, an Emergency Senior Meal Program, and a Small Business Grant Program. The City has expended \$604,675 of CDBG-CV funds thus far.

Detailed information regarding the expenditure of CDBG funds is provided in the CDBG Financial Summary Report – PR26 (Attachment 3).

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City does not receive HOME funds; thus, no match is required, and there are no excess matching funds from prior years.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0	0			
Businesses Displaced		0	0			
Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	425	89
Number of Special-Needs households to be provided affordable housing units	0	0
Total	425	89

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	3
Number of households supported through Acquisition of Existing Units	0	0
Total	4	3

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During the 2022-2023 CDBG Program Year, the City-funded or completed the following activities to assist in meeting its housing goals:

1. Section 8 Rental Assistance Program –89 households supported
2. CDBG Handy Worker Housing Rehabilitation Program – 3 households supported

Other activities undertaken in support of housing objectives include:

- Housing Rights Center Services – 93 households were supported

Through their Fair Housing Services Program, the Housing Rights Center responded to inquiries from Pico Rivera residents regarding discrimination against persons with disabilities; conducted Fair Housing Rights Workshops that included an overview of the fair housing law and protected classes and unlawful practices; and distributed informational brochures regarding various fair housing laws (such as fair housing laws for persons with disabilities and eviction laws, etc.,) that were made available throughout the year at Pico Rivera Senior Centers and City Hall.

Discuss how these outcomes will impact future annual action plans.

Outcomes of the prior 5-year report periods (Action Plans) impact future Annual Action Plans as they assess the City's success in meeting established goals and outcomes.

The City will re-assess areas, projects, or activities where goals were not met. Prioritization of needs will continue to impact future annual Action Plans. The City continues to work closely with departments and nonprofit organizations to encourage input on community needs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	451	0
Low-income	15	0
Moderate-income	7	0
Total	473	0

Table 13 – Number of Households Served

Narrative Information

The City of Pico Rivera is not a direct participating jurisdiction in the HUD HOME program. The numbers in Table 13 reflect the number of low-income persons served by CDBG-funded activities.

During PY 2022-2023, the following three (3) CDBG activities served individuals at the Extremely Low to moderate-income level:

1. Southeast Area Social Services Funding Authority: 378 People
2. Housing Rights Center: 93 people
3. Habitat for Humanity LA – Handyworker Program: 3 People

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the 2022-2023 reporting period, no CDBG funding was allocated specifically for homeless outreach services. As indicated in the Consolidated Plan, the City did not allocate limited CDBG funds for this purpose since homelessness service/shelter providers that the City funds have well-developed outreach and assessment programs that link unhoused individuals with appropriate services. Those seeking homeless services were referred to one of the local agencies who serve homeless persons. Some of these local agencies (within a 3-mile radius) include Angel Step Inn Domestic Emergency Shelter, Salvation Army, and Women and Children's Crisis Center.

Addressing the emergency shelter and transitional housing needs of homeless persons

The 2022 Homeless Count estimates that Pico Rivera has 166 unsheltered individuals. This reflects a pattern of descending unsheltered homeless populations within the City. The City is an active participant in regional homeless planning efforts including those of the Los Angeles Homeless Services Authority (LAHSA). Through these efforts, the City can coordinate the use of limited CDBG funds to address local homeless needs and contribute to a regional strategy to reduce homelessness.

With limited funds available to address the need for emergency shelters and transitional housing, the City relies on local nonprofit organizations to provide these types of services like The Whole Child, LAHSA, and Jovenes.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Prevention is a key component for a comprehensive strategy to prevent individuals and families from experiencing homelessness. This is often accomplished by providing temporary monetary assistance, counseling, referrals, and other support services. Although it does not use its CDBG

funds to allocate to specific shelter providers, the City provided services in the form of referrals to agencies which provide case management. For example, families with young children are referred to the Whole Child. Single individuals are referred to Whittier First Day. Persons with a mental health diagnosis are referred to People Assisting the Homeless (PATH), and teens are referred to Jovenes. Additional details on these agencies' services are noted in the following section.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Pico Rivera is actively engaged in a range of coordinated efforts and active collaboration among community organizations, the business community, and concerned residents dedicated to overcoming homelessness in the community. The City currently employs a full-time Sheriff's Deputy and a City Homeless Liaison to assist the unsheltered persons in the City. The City of Pico Rivera partners with the following entities:

- **Whittier First Day**- is a local nonprofit organization that provides transitional bridge housing, on-site meals, clothing, 12-step meetings, education, training, employment assistance, transportation, on-site health clinic, health screenings, mental health services, and case management.
- **The Whole Child** – is a local nonprofit organization that provides children, adolescents, and families in the community with affordable, culturally sensitive and professional mental health services. They offer free parenting education in English and Spanish, child abuse prevention, anger management classes, substance abuse help, and counseling for teens.
- **Los Angeles Homeless Services Authority (LAHSA)** - is a joint government agency that is responsible for addressing homelessness, including the Pico Rivera region. LAHSA also operates the County Homeless assistance portal LA-HOP.org, which is an outreach portal designed to allow government agencies and residents to initiate an outreach referral and connect a person experiencing homelessness directly to local services.
- **People Assisting the Homeless (PATH)** – is a lead nonprofit agency assisting single adults experiencing homelessness within the Pico Rivera community. PATH helps people find permanent housing and provides case management, medical and mental healthcare, benefits advocacy, employment training, and other services to people

experiencing homelessness.

- **Jovenes**- assists youth ages 18-25. They provide housing assistance, healthcare, education, employment, and trauma recovery.
- **211 LA**- is a comprehensive informational and referral system linking Los Angeles County residents to community health and human services and support. 211 LA connects hundreds of people every day to shelters, food, low-cost counseling, subsidized childcare, employment services, and a range of services for individual and family self-sufficiency.
- **Pico Rivera Transit Deputy** – serves as a point of contact for people experiencing homelessness throughout the City. The Los Angeles County Transit Deputy provides in-the-field case management, connecting people to shelter, food, showers, and housing. They also serve as the lead on encampment clean-ups and addresses local business concerns related to homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

N/A - The City of Pico Rivera does not own or manage public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A – The City does not own any public housing.

Actions taken to provide assistance to troubled PHAs

N/A – The City does not own any public housing.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Consolidated Plan identified several barriers to the provision of affordable housing and outlined a strategy to address the obstacles. As a result, the City has the following policies and practices in place flexibility in housing site planning, allowing for more intense development where appropriate. They include:

- The City's Housing Sites Inventory Program helps ensure that the City continuously monitors appropriate sites for residential use.
- A density floor area ratio (FAR) is used to promote the maximum use of residential land. The FAR establishes the minimum density requirement within a given residential land-use designation. The availability of developable acreage in upper-density ranges allows for the development of certain types of housing.
- Consideration of alternative forms of residential development, including various types of small-lot, single-family subdivisions; mobile home parks that allow owner-occupied spaces; senior citizen multifamily housing developments offering different degrees of care and assistance; mixed-use residential, office, and commercial developments; and planned unit developments.
- Developers are encouraged to pursue projects that provide low- and moderate-income housing. The City has a Density Bonus Ordinance, which encourages developers interested in additional density to develop a portion of their market-rate project as affordable to low- and moderate-income households.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City partners with local non-profits that provide services to Pico Rivera residents to meet as many basic needs as possible, as noted in section CR-25.

Additionally, for the 2022-2023 report period, the Housing Authority reports that 82 lower-income households received Section 8 rental assistance.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Approximately 90 percent of the City's housing stock was constructed before 1980, which increases the probability of lead-based paint on the housing unit. The City partners with the Los

Angeles County Public Health Department, which provides lead poisoning education and abatement efforts in Pico Rivera.

The abatement of lead-based hazards is vital to the City's Housing Rehabilitation Program. All housing units constructed prior to 1978 that receive rehabilitation assistance are assessed for lead-based paint. If identified, lead-based paint hazards and abatement are conducted by licensed contractors. In addition, the City ensures that "Safe Work Practices" address lead-based paint hazards by documenting these processes in its Residential Rehabilitation Program Policies and Procedures and requiring their adherence.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to the U.S. Census Bureau, approximately 10% of Pico Rivera residents live in poverty; this is three percent points lower than the previous reporting period. More specifically, 19.8% of children aged 18 and younger, and 11.5% of adults aged 65 and older, live in poverty. Therefore, the 2022-2023 Annual Action Plan listed several activities the City would undertake to combat poverty:

Continue to provide resources to address homelessness in the community;

- Preserve affordable housing options for residents, including housing rehabilitation assistance and federal rental assistance via Housing Choice Voucher and Certificates administered by the Pico Rivera Housing Authority;
- Provide public services to assist lower-income seniors and households in improving their quality of life;
- Provide economic opportunities for lower income residents through the Housing Rehabilitation Program. This assistance will help revitalize targeted commercial areas to improve and sustain economic vitality.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Pico Rivera works closely with other housing-related organizations and service providers in the County to ensure that the network of providers addresses the housing needs of City residents. These agencies include the Pico Rivera Housing Assistance Agency, Habitat for Humanity, California Department of Housing and Community Development, and California Housing Partnership, and Southern California Association of Governments.

The City's Economic & Community Development Department worked in conjunction with the Housing Authority to ensure quality housing for low-income City residents. The working relationship between these organizations is strong. Due to the City's relatively small size, communication is typically direct and immediate. As a result, program or service delivery gaps

are generally not the result of poor institutional structure or lack of intergovernmental cooperation but rather due to shortcomings in available resources.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's Economic and Community Development Department works closely with the Housing Authority. Additionally, the City participates in the regional Continuum of Care (CoC) planning process that LAHSA spearheads. The annual CDBG and City-funded social service grant allocation process provide an opportunity for the City to build strong working relationships with local service providers. Notices of funding availability are published to invite agencies to apply for funding and the opportunity to provide housing and social services to residents of Pico Rivera. Partnering with local service providers enhances the coordination of services to utilize limited resources more efficiently and effectively and to serve the City's residents better.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

HUD regulations require that the City prepare an Analysis of Impediments to Fair Housing choice (AI) every five years. In 2020 the City updated its AI; it includes the City's Fair Housing Action Plan, which outlines the City's actions to eliminate and ameliorate impediments to fair housing issues and choice. As part of its Fair Housing Action Plan, the City identified the following goals:

- Create a healthy neighborhood
- Improve school proficiency
- Meet the housing need of people with disabilities
- Reduce disproportionate housing needs
- Increase and accelerate housing production
- Locate new housing in neighborhoods with the best resources

Actions identified to meet these goals include:

- Collaborate with State and Regional Agencies such as the California Air Resources Board, South Coast Air Quality Management District, Southern California Association of Governments, and the Gateway Cities Council of Governments
- Adoption and ongoing implementation of the General Plan Environmental Resources Element, which is intended to contribute to achieving environmentally healthy neighborhoods.
- Implement the 2021-2029 Housing Element, which will contain a plan to produce new housing, accelerate housing production, address the housing needs of people

with disabilities, and adopt Zoning Ordinance Amendments to facilitate the development of supportive housing needs. It will also include programs to remove governmental constraints on housing production and incentives to promote the development of Accessory Dwelling Units (ADUs).

- The City's Building and Safety Division will ensure that new construction adheres to the accessibility standards of the Americans with Disabilities Act (ADA), Disabled Access Code, federal Fair Housing Act, and all other requirements of the California law.
- Continue and increase, if possible, the number of households who receive Section 8 rental assistance.
- Partner with affordable housing developers to seek funding from the Low-Income Housing Tax Credit Program, Affordable Housing and Sustainable Communities Program, and other funding sources.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City's on-site monitoring program has been designed to provide program staff with information to verify the accuracy of data provided by subrecipients, ensure that subrecipients are carrying out individual activities as described in their contracts, and to ensure subrecipients use that appropriate accounting and record keeping methods as it relates to the use of CDBG funds. During the fiscal year, subrecipients submitted quarterly accomplishment reports, including documentation to support CDBG reimbursement requests. Program staff also worked closely with other City departments to ensure CDBG program regulations and other federal requirements were implemented.

The City has made every effort to comply with all CDBG and Consolidated Plan regulations. The City's Citizen Participation Plan ensures that community input is considered prior to the submission of a substantial amendment or an annual update to HUD. It also ensures residents can review and comment on annual performance. Construction, professional services, and subrecipient agreements have been prepared to ensure compliance with applicable federal regulations. Additionally, the City has implemented an open procurement process that encourages bidding from minority and female-owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City has ensured that it has complied with its HUD-approved Citizen Participation Plan. This plan ensures that the City provides the public with sufficient notice and opportunities to review and comment on actions affecting the CAPER.

The City published a Notice of Public Hearing and a 15-day comment period to receive comments on the CAPER in the Los Cerritos Community Newspaper on August 25, 2023. To ensure that all City residents had the opportunity to make comments, the Notice included the date and time of the hearing, availability of the CAPER for review, the timeframe of the comment period, and details on how to submit their comment(s). The comment period commenced on August 25, 2023, and ended on September 12, 2023; the public hearing was held on September 12, 2023. See Attachment 3 - copy of Notice and summary of comments.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In 2022-2023 the City made one substantial amendment to its Annual Action Plan. As part of that substantial amendment, the City allocated previously unencumbered funds to its City Hall ADA Restrooms, Elevators, & Ramps Construction. The City also made a minor amendment later in the year adding additional funds to the project due; the amount of funding added did not trigger a substantial amendment.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No, it does not.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City is not a HOME Program Participating Jurisdiction. Should the City become a HOME Program Participating Jurisdiction during this 5-year plan cycle, the City will comply with the federal requirements.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

N/A: Not applicable as the City does not receive HOME funds.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Not applicable.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

Not applicable.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG
Total Number of Activities	2
Total Labor Hours	898
Total Section 3 Worker Hours	8
Total Targeted Section 3 Worker Hours	0

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	1
Direct, on-the job training (including apprenticeships).	1
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	
Outreach efforts to identify and secure bids from Section 3 business concerns.	
Technical assistance to help Section 3 business concerns understand and bid on contracts.	
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	
Held one or more job fairs.	
Provided or connected residents with supportive services that can provide direct services or referrals.	
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	
Assisted residents with finding childcare.	

Assisted residents to apply for or attend community college or a four year educational institution.	
Assisted residents to apply for or attend vocational/technical training.	
Assisted residents to obtain financial literacy training and/or coaching.	
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	
Provided or connected residents with training on computer use or online technologies.	
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	
Other.	

Table 15 – Qualitative Efforts - Number of Activities by Program

PROOF OF PUBLICATION

(2015.5 C.C.P.)

**Los Cerritos Community Newspaper Group
13017 Artesia Blvd., Suite C-102
Cerritos CA 90703
(562) 407-3873**

County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am the principal clerk of the printer of the Los Cerritos Community News, a newspaper of general circulation, printed and published one time each week in the County of Los Angeles, City of Cerritos and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of September 9, 1996, in Case Number V5005861 that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

8/25/23

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATED AT CERRITOS, CALIFORNIA,

THIS 25th DAY OF AUGUST 2023

Signature

Brian Hews Clerk, LCCN

Los Cerritos Community News
13047 Artesia Blvd. Suite C-102, Cerritos, CA 90703
562-407-3873
LCCN FORM 82180 PROOF
County of Los Angeles

Proof of Publication of

**PUBLIC NOTICE
CITY OF PICO RIVERA
NOTICE OF PUBLIC HEARING AND PUBLIC COMMENT PERIODS
FISCAL YEAR (FY) 2022-23
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Pico Rivera City Council to receive public comment on the CDBG Consolidated Annual Performance and Evaluation Report (CAPER) for the 2022 - 2023 Fiscal Year. The CAPER reports the City's progress in meeting proposed actions and projects noted in the City's 2022-2023 Annual Action Plan, as well as its progress in carrying out the City's Consolidated Plan's five-year strategies.

WHEN: **Tuesday, September 12, 2023**

TIME: **6:00 p.m. or as soon thereafter as the matter may be heard**

WHERE: **Parks and Recreation Community Room
6767 Passons Boulevard
Pico Rivera, CA 90660**

Availability of Document for Public Comment: The public has fifteen (15) days to comment on the proposed CAPER draft starting August 25, 2023.

A copy of the draft CAPER will be available for public review and comment at the City's webpage listed below.

- <https://www.pico-rivera.org/index.php/community-development-block-grant/>

PERSONS INTERESTED IN THIS MATTER wishing to observe the meeting may do so in the following ways:

- (1) Turn your TV to Channel 3;
- (2) City's website at <https://bit.ly/picorivera-ctv3live>
- (3) Email public comments to elizarraga@pico-rivera.org starting August 25, 2023 and prior to 4:00 p.m. on the day of the meeting;
- (4) Attend the Public Hearing in person

For more information, call Eduardo Lizarraga, Community & Economic Development Analyst at (562) 801-4420 or via e-mail at elizarraga@pico-rivera.org.

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 contact City Clerks Office at (562) 801-4389 if special program accommodations are necessary and/or if program 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.

Published: August 25, 2023
Los Cerritos Community Newspaper
Published at Los Cerritos Community News 8/25/23



Tuesday, August 1, 2023

A Special Meeting of the City Council and the Successor Agency to the Pico Rivera Redevelopment Agency was held in the Parks and Recreation Community Room, 6767 Passons Boulevard, Pico Rivera, California.

Mayor/Chairman Lutz called the special meeting to order at 6:00 p.m. on behalf of the City Council and the Successor Agency.

PRESENT: Camacho, Garcia, Lara, Sanchez, Lutz

ABSENT: None

*Councilmember Dr. Sanchez attended the meeting remotely under the “Just Cause” provision in accordance with Government Code Section 54953(1)(2)(B) and confirmed that there were no other individuals over the age of 18 present in the room at the remote location.

*Councilmember Camacho attended the meeting remotely under the “Just Cause” provision in accordance with Government Code Section 54953(1)(2)(B) and confirmed that there were no other individuals over the age of 18 present in the room at the remote location.

INVOCATION: Delivered by Mayor Pro Tem Lara

PLEDGE OF ALLEGIANCE: Led by Councilmember Garcia

PUBLIC HEARING:

City Council:

- 1. Public Hearing – Zone Reclassification No. 328, Zone Code Amendment No. 190 and Addendum to a Mitigated Negative Declaration. (1300)**

Mayor Lutz opened the public hearing and noted that there were no written or oral communications to provide public testimony.

Mayor Lutz closed the public hearing.

Community and Economic Development Planner Franco provided a PowerPoint presentation that includes the 6th Cycle Housing Element background, Zone Reclassification No. 328 overview, Zone Reclassification No. 328 overview, Senate Bill 35 and 330, objective design standards, an environmental review, and the 2023 department of housing and community development median income.

Motion by Councilmember Dr. Sanchez, seconded by Mayor Lutz to: 1) Approve Resolution No. 7293 and introduce an ordinance approving Zone Reclassification No. 328 to apply an R-40 Overlay Zone to the housing element sites; 2) Approve Resolution No. 7294 and introduce an ordinance approving Zone Code Amendment No. 190; and 3) Approve an Addendum to the Mitigated Negative Declaration. Motion carries by the following roll call vote:

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 DESIGNATE 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. 7293 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. 7294 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

AYES: Camacho, Garcia, Lara, Sanchez, Lutz
NOES: None
ABSTAIN: None

PUBLIC COMMENTS: None

CONSENT CALENDAR ITEMS:

City Council:

2. Minutes:

- Approved City Council special meeting of July 7, 2023.

3. Approved 2nd Warrant Register of the 2023-2024 Fiscal Year. (700)

Check Numbers: 292165-292331

Special Check Numbers: 12302

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

1. Approved Resolution No. 7295 establishing a compensation fee for the Veterans Commission.

Resolution No. 7295 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)

1. Approved Resolution No. 7296 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. Authorized staff to establish an Insured Cash Sweep (ICS) account with the Commercial Bank to California to optimize the City's investment portfolio; and
3. Authorized staff to transfer \$10 million from the Local Agency Investment Fund account to the newly established ICS account.

Resolution No. 7296 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)

1. Approved 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 \$1,126,00, 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)**

 1. Approved a joint Bridge Maintenance Agreement for the Telegraph Road Bridge over the Rio Hondo Channel with the cities of Downey and Commerce; and
 2. Authorized 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)**

 1. Approved Contract Change Order (CCO) 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. Authorized the City Manager or his designee to issue CCO No. 1 for the project; and
 3. Approved 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)**

 1. Accepted the work completed for the Citywide Traffic Signal Upgrades Project, HSIPL-5351 (037) (CIP No. 21348), constructed by California Professional Engineering, Inc. and authorized the City Clerk’s Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder;
 2. Approved contract change orders in the total amount of \$102,655 for additional work performed on the project and authorized the City Manager or his designee to execute contract change orders; and
 3. Authorized 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)**

 1. Rejected 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. Authorized 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. (500)

1. Received and filed 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 2022-2023 fiscal year; and
2. Received and filed 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)

1. Approved the cancellation of the August 8, 2023 and August 22, 2023 City Council Regular meetings; and
2. Directed the Jr. Deputy City Clerk to post the Notice of Cancellation for both meetings by August 2, 2023.

Successor Agency:

13. Minutes:

- Received and filed the Successor Agency to the Pico Rivera Redevelopment Agency regular meeting of April 11, 2023.

14. Approve a Resolution Ratifying the Investment Policy for the Successor Agency for Fiscal Year 2023-2024 (700)

1. Approved Resolution No. SA-23-27 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. Authorized staff to establish an Insured Cash Sweep (ICS) account with the Commercial Bank to California to optimize the City’s investment portfolio; and
3. Authorized staff to transfer \$10 million from the Local Agency Investment Fund account to the newly established ICS account.

Resolution No. SA-23-27 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

Motion by Mayor Pro Tem/Vice Chairman Lara, seconded by Councilmember/Director Garcia to approve Consent Calendar Item Nos. 2 through 14. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lara, Sanchez, Lutz
NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION: None

REGULAR AGENDA:

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

Office of Sustainability Principal Analyst Ferrer presented an overview of the program including an overview of the PRIME Power Choice Program, a distributed microgrid, the program partnerships, the creation of the program, cost benefit by alternatives, a 25-year annual energy costs, and enrolling in PRIME Power Choice.

City Council discussed the cost benefits between the “No System” and the “PRIME Power Choice”, a potential 1.9% rate increase, energy rates, hardware total cost, solar panel loans, and customer savings.

Motion by Councilmember Garcia, seconded by Mayor Pro Tem Lara to: 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. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lara, Sanchez, Lutz
NOES: None

CITY MANAGER/STAFF REPORTS:

City Manager Carmona mentioned the upcoming Pico Rivera Go-Getters versus City staff baseball game and announced that the City has received a grant from the Cal Fire Green Schoolyards in the amount of \$2.5 million dollars to help fund the Ruben Salazar Continuation school improvement project.

Public Works Director Negrete provided a brief update on Agenda Item No. 10, *the Major Corridors Median and Parkway Beautification Project No. 50075, CCL-5351(041); and Rosemead Boulevard Median and Parkway Beautification Project-Reject all bids*, stating that the rejection of the bids received were due to the proposal amounts being above the project estimate. He continued to state that going forward the project will now be separated into two different projects and will be published to bid once again.

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

Councilmember Garcia commented on the City’s Fourth of July Spectacular event, the Parks and Recreation month celebration luncheon at the Pico Rivera Golf Course, the 50th anniversary event for the Pico Rivera Sheriff’s Station and a meeting with Supervisor Janice Hahn regarding homelessness.

Mayor Pro Tem Lara reported on his attendance at the 50th anniversary event for the Pico Rivera Sheriff’s Station. He also commented on discussions with City Manager

Carmona regarding the City's crime concerns and an upcoming meeting with the South East Water Coalition.

Councilmember Dr. Sanchez commented on the upcoming Community Backpack Giveaway at Pico Park on August 8th.

Councilmember Camacho commented on the upcoming Pico Rivera Go-Getters versus City Staff baseball game and the Summer Street Fest concerts.

City Council reported on their attendance at the NALEO 40th Annual Conference and the Washington D.C. trip for the legislative advocacy regarding the following priority initiatives: Whittier Narrows Dam, Rosemead/Lakewood Boulevard complete corridor project, and the Southeast LA Micro EV Tech Hub.

Mayor Lutz commented on funds received for the Whittier Paseo's project for Pico Rivera from Congresswoman Linda Sanchez, and the Pico Rivera Fourth of July Spectacular event.

Mayor Pro Tem Lara left the meeting at 7:15 p.m.

Recessed to Closed Session at 7:16 p.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:42 p.m.

ALL FOUR CITY COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION(S):

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

Deputy City Attorney Lam stated that the City Council received a briefing and direction was provided. No final action was taken and that there was nothing further to report.

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Deputy City Attorney Lam stated that the City Council received a briefing and direction was provided. No final action was taken and that there was nothing further to report.

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: Services Employees International Union Local 721 Part-Time

Deputy City Attorney Lam stated that the City Council received a briefing and direction was provided. No final action was taken and that there was nothing further to report.

ADJOURNMENT:

Mayor/Chairman Lutz adjourned the City Council special meeting at 7:44 p.m. in memory of City resident, Tyrone Jimenez. There being no objection, it was so ordered.

AYES: Camacho, Garcia, Sanchez, Lutz

NOES: None

ABSENT: Lara

Erik Lutz, Mayor/Chairman

ATTEST:

Cynthia Ayala, CMC, Jr. Deputy City Clerk/Interim Agency Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council special meeting dated August 1, 2023, and approved by the City Council on September 12, 2023.

Cynthia Ayala, CMC, Jr. Deputy City Clerk/Interim Agency Secretary



Tuesday, August 22, 2023

A Special Meeting of the City Council, the Housing Assistance Agency and the Pico Rivera Water Authority was held in the Parks and Recreation Community Room, 6767 Passons Boulevard, Pico Rivera, California.

Mayor/Chairman/President Lutz called the special meeting to order at 6:02 p.m. on behalf of the City Council, Housing Assistance Agency, and the Pico Rivera Water Authority.

PRESENT: Garcia, Sanchez, Lutz

ABSENT: Camacho (Excused), Lara (Excused)

INVOCATION: Delivered by Councilmember/Commissioner Dr. Sanchez

PLEDGE OF ALLEGIANCE: Led by Councilmember/Commissioner Garcia

PUBLIC COMMENTS: None

CONSENT CALENDAR ITEMS:

City Council:

1. **Approve a Memorandum of Understanding Between the City of Pico Rivera and Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T) for a Three-Year Term, July 1, 2021 through June 30, 2024.** (500)
 1. Approved a Memorandum of Understanding (MOU) between the City of Pico Rivera and the Service Employee's International Union, Local 721 – Part-time Unit (SEIU P/T) for a three-year period (July 1, 2021 – June 30, 2024); and
 2. Approved the salary schedule effective for the period of July 1, 2021 through June 30, 2024 for the job classifications belonging to the Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T).

Housing Assistance Agency:

2. **Section 8 Management Assessment Program Certification.** (1600)
 1. Approved Resolution No. HA-107 authorizing the Pico Rivera Housing Assistance Agency's Section 8 Management Assessment Program Certification form for submittal to the U.S. Department of Housing and Urban Development for fiscal year 2022-23.

Resolution No. HA-107 A RESOLUTION OF THE CITY OF PICO RIVERA HOUSING ASSISTANCE AGENCY, APPROVING THE AGENCY'S SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION FORM FOR SUBMITTAL FOR FISCAL YEAR 2022-2023

Water Authority:

3. Award an Agreement with Infosend, Inc. for Water Bill Printing and Mailing Services. (500)

1. Approved Resolution No. 23-36 authorizing the City Manager to execute the agreement as authorized under the City's piggybacking purchasing procurement procedures, in a form approved by the City Attorney; and
2. Awarded an agreement with Infosend, Inc. for water bill printing and mailing services, in an amount not-to-exceed \$240,000 over three years, with two one-year extensions of \$80,000 each, at the discretion of the City of Pico Rivera.

Resolution No. 23-36 A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY, AUTHORIZING AN AGREEMENT WITH INFOSEND, INC. UTILIZING THE PIGGYBACK PROCUREMENT PROCEDURES AUTHORIZED UNDER SECTION 3.20.030 OF THE PICO RIVERA MUNICIPAL CODE

Agreement No. 23-74

Motion by Councilmember/Commissioner Garcia, seconded by Councilmember/Commissioner Dr. Sanchez to approve Consent Calendar Item Nos.1 through 3. Motion carries by the following roll call vote:

AYES: Garcia, Sanchez, Lutz
NOES: None
ABSENT: Camacho, Lara

CITY MANAGER/STAFF REPORTS:

City Manager Carmona stated that there were no major incidents to report in the City after Tropical Storm Hilary and mentioned the last Summer Street Fest concert scheduled for Friday, August 25th with a closing performance by *Ozomatli*.

Recessed to Closed Session at 6:06 p.m.

ALL THREE CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session at 6:12 p.m.

ALL THREE CITY COUNCIL MEMBERS WERE PRESENT

CLOSED SESSION(S):

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)(1)

Title: City Clerk

City Attorney Alvarez-Glasman stated that the City Council by a unanimous vote, direction was provided to the City Manager to reach final terms. Item will be brought back before the City Council.

ADJOURNMENT:

Mayor/Chairman/President Lutz adjourned the City Council, the Housing Assistance Agency and the Pico Rivera Water Authority special meeting at 6:13 p.m. in memory of Kathleen Solomon, Pete Ralph Cano, Virginia Villarreal. There being no objection it was so ordered.

AYES: Garcia, Sanchez, Lutz

NOES: None

ABSENT: Camacho, Lara

Erik Lutz, Mayor/Chairman/President

ATTEST:

Cynthia Ayala, CMC, Jr. Deputy City Clerk/Interim Agency Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council special meeting dated August 22, 2023, and approved by the City Council on September 12, 2023.

Cynthia Ayala, CMC, Jr. Deputy City Clerk/Interim Agency Secretary



Monday, May 8, 2023

A Regular Meeting of the Veterans Commission was held in the Parks and Recreation Community Room, 6767 Passons Blvd, Pico Rivera, California. Parks and Recreation Interim Executive Assistant, Priscilla Sanchez called that meeting to order at 3:02pm.

PRESENT: Commissioner: Bobbie Tanner, Gilbert Perez, Daniel Garcia

PLEDGE OF ALLEGIANCE: Led by Commissioner Gilbert Perez

PUBLIC COMMENT: None

AGENDA ITEMS:

1. MINUTES:

- None

2. NEW BUSINESS:

a) Welcome

Parks and Recreation Director Pamela Yugar invited Council Members to say a few words. Mayor Pro Tem, Lara stated it is a big milestone for the community. Veterans have not had a space to speak on services they need or on commemorations for Veterans Day or Memorial Day. When running for council, a forum was held at The Veterans of Foreign Wars (VFW) and one of the questions that was asked was if a Veterans Resource center would be supported. Mayor Pro Tem Lara answered yes and worked with the rest of the Councilmembers to successfully bring a Veterans Service Officer (VSO) to the city. Another question that was asked during the forum was if a Veterans Commission would be supported. Mayor Pro Tem Lara stated he is happy to be able to witness the first meeting and the inauguration of the Veterans Commission.

Councilmember Garcia stated it is an honor to see the Veteran Commission come together. Councilmember Garcia congratulated and thanked the Veteran Commissioners for their services and is looking forward to working together.

Kenneth Gonzalez introduced himself as a Veterans Service Officer for the Los Angeles County. Kenneth completes accreditation for American legion, the state, and the nation with the California Department of Veteran Affairs. VSO Kenneth works at the Veterans Resource Center located at the Pico Rivera Senior Center every Monday. Kenneth had great success during the first 6 months of the Veteran Resource center being open, Kenneth has meet with 190 Veterans. 119 meetings have been in person at the Veterans Resource Center, and 62 have been calls with

organizations to get information so they can send referrals. Kenneth states he sees a lot of people in other cities that are from Pico Rivera. A lot of Veterans who are Pico Rivera residents are not aware of the Resource Center because it is not being marketed. Kenneth, mention he has received some concerns about the criteria for the Veteran Memorial Plaque. Veterans mention to Kenneth it is a hard criteria to obtain. Veterans can be going through PTSD, anxiety, depression, have drinking problem, and it can lead Veterans to self-medicate. Self-medicating can then lead to receiving things such as a DUI, domestic violence charges for yelling and these charges disqualify Veterans from the plaque. Another concern that Veterans have taken to Kenneth is a way to acknowledge Veteran homes in the city of Pico Rivera. Kenneth has mention to the Veterans that come and see him that they can obtain a yard sign from the city that states they are a Veteran living in the city of Pico Rivera. A last concern Kenneth has received is that there are no handicap portable restrooms for guest who have walkers or wheelchairs at the Memorial Day and Veterans Day events. The resource center has been overall good in the last 6 months, Kenneth has been able to help a lot of Veterans who are confused, and he is able to guide them to the correct path.

Commissioner Perez asked Kenneth if he has contacted anyone regarding the handicap restrooms for events. Kenneth responded these are questions he has received, and he is bringing them to the commission. Kenneth suggested asking the the library if they can open the facility to utilize restrooms during these events. Commissioner Tanner agreed it was a good idea because other cities have them open.

Commissioner Perez asked if Kenneth could give the commission ideas for the criteria regarding the plaque for the Veteran Memorial. Kenneth thinks the Veteran yard since is a great idea and has not seen other cities have it. Parks and Recreation Director Yugar advised commission to look over the plaque criteria currently in place and they can advise to add the topic for the next meeting.

Supervisor Efrain Lee stated there is a sample picture of the yard sign attached to the Memorial Day Logistics given to commission.

b) Memorial Day Ceremony

Director Yugar mentioned to the commissioners that Supervisor Lee would be going over the upcoming Memorial Day Event. Supervisor Lee shared the Memorial Day Invitation to the commission and stated the invite was sent to approximately 500 invitees who are part of the veteran database. Supervisor Lee continued with the layout and timeline of the Memorial Day Event. Commissioner Perez mentioned the Pico Rivera Memorial Day

event is one of the best around and appreciates that Parks and Recreation plans a great event.

c) Veterans Day Ceremony

Director Yugar mentioned to the commissioners that the Veteran Day event is usually hosted on the actual holiday. With this, a lot of the time dignitaries are unable to attend with having to make their way from city to city. Director Yugar asked the Veteran Commission if they would prefer the Veterans Day event to be held on the actual holiday or the Friday prior or the Monday after the actual day. Commissioner Taner stated she is not able to express her opinion at the moment. Commissioner Perez stated it is a subject that needs to be thought and talked about. He is aware the city is closed on Fridays and Saturdays can be a conflict with people going out of town. He suggested that Monday would be the best option to have the Veterans Day Event. Director Yugar mentioned if the discussion can be made now as planning for this event begins early to insure proper booking. Commissioner Garcia mentioned if the holiday is observed on Monday, then it might be better for everyone if the event is held on the observed day. Director Yugar asked Supervisor Lee what changing the date meant for him. Supervisor Lee responded that he had to resubmit an application to use the library parking lot to begin the permitting process. Commissioner Tanner agreed that it was a good idea to change the event day. Director Yugar acknowledged Commissioner Tanner for being the guest speaker at last year's Memorial Day event and asked the commissioner if they had someone in mind to be a possible guest speaker at the next event to let staff know. Commissioner Perez stated since the Veteran commission is in place, they can talk to veterans from the VFW and American Legion and make them aware of these opportunities so they can share their stories. Commissioner Tanner added that was why she agreed to be a guest speaker at last year's Memorial Day event because she had a need to tell her story.

d) Commission Structure Discussion

Interim Executive Assistant Sanchez mentioned that typically commissions have a Chair and Vice Chair. Usually how this is decided is the current roll a council member is in, that is the roll of their appointee. Current Mayor Lutz appointed Commissioner Perez to the Veteran Commission so he would act as Chair for the Veteran Commission and so on and so forth. If all agree, a vote among the commissioners would need to be put in place

to approve the structure. Commissioner Tanner voted yes and Commissioner Garcia second the vote.

Interim Executive Assistant Sanchez made aware to the commissioners at this point of the meeting if they had any reports, comments, or concerns, that this would be that time to do so.

3. COMMISSIONER REPORTS – Park Facility Issues

- Bobbie Tanner

- Gilbert Perez

Chair Perez announced he would like a report and summary from VSO Kenneth as he brought up good points for the commission.

- Daniel Garcia

Commissioner Garcia mentioned bring a Veteran credit union would be a good idea to have for the veterans who live within the city. He also mentions he would like to speak more in regard to the criteria for the Veteran Memorial plaque would be of importance in the future.

- Paul Camacho

- Vacant

Director Yugar reminded commissioners that Veteran Commission meeting were set on a quarterly schedule. Interim Executive Assistant Sanchez mention to the commission that they can choose if they want to meet in the beginning, middle, or ending of the quarters as well as to what day of the week and what time. Commissioner Tanner stated she liked having the meeting on a Monday. Commissioner Garcia asked if the time can be moved to a later time as 3pm conflicts with his teaching schedule. Director Yugar asked if 4pm would be a good time. Commissioner Garcia agreed as well as Commissioner Tanner. Interim Executive Assistant Sanchez stated the next meeting would be on July 17th at 4:00pm and the commission agreed.

Before adjuring the meeting, Chair Perez asked if anyone had any questions. VSO Kenneth stated the Veteran Memorial Plaque had some standard criteria but that considerations should be on a case-to-case bases.

Resident Ortiz had a comment regarding Veterans Day. He stated he is an officer at the VFW but is speaking as a concerned Veteran. He mentions the significant of Veterans Day. The significance is in regard to WWI ending on the 11th hour, the 11th day the 11 month. He feels offended that the Veterans Day Event was changed to happen on day of observance instead of the actual day.

Mayor Pro Tem Lara mentioned creating a Veterans commission was made to help with decisions like choosing when to have the Veterans Day event. As a non-Veteran, he would not feel comfortable making the decision on the day change. Mayor Pro Tem Lara stated to the commission he would respect any decision they make as an Elected Official.

ADJOURNMENT:

The Veteran Commission Meeting was adjourned at 3:52 p.m. by Chair Perez

NEXT MEETING DATE: July 17, 2023

Gilbert Perez, Chair
Veterans Commission

Pam Yugar,
Director of Parks and Recreation



Thursday, February 9, 2023

A Regular Meeting of the Parks and Recreation Commission was held in the Parks and Recreation Community Room, 6767 Passons Boulevard, Pico Rivera, California. Chair Gloria Aguirre called the meeting to order at 6:00 p.m.

PRESENT: Chair Gloria Aguirre, Commissioner Rocio Estrada Santos, Commissioner Patricia Saucedo, and Commissioner Vanessa Martinez.

PLEDGE OF ALLEGIANCE: Led by Youth Ex Officio Ellie Mejia

PUBLIC COMMENT: No public comment

AGENDA ITEMS:

1. MINUTES:

- None.

Recommendation: N/A

2. NEW BUSINESS:

Park Deputy Update:

Captain Hutak introduced the new Park Deputy, Deputy Vargas, She also informed the commission that the former Park Deputy, Deputy Sepulveda, is now Community Relations. And lastly, she reintroduced Deputy Rhoads as the contact for Homelessness. She said the deputies can be contacted by calling the sheriff's station and if it is an emergency to please call 911.

a) Commission Reorganization

Parks and Recreation Director Pamela Yugar thanked Chair Aguirre for her service and leadership as Chairperson and she really enjoyed working with her. She thanked the Chair, Vice-Chair, and the commissioners for all their accomplishments during the 2022 year.

Director Yugar stated that in the past the Board had made a consensus to follow past practice and appoint the Chairperson and the Vice-Chairperson in agreement with the Mayor and Mayor Pro Tem in Office.

Director Yugar asked Commissioner Martinez if she would accept the position of Chairperson and she responded yes. Commissioner Saucedo nominated Commissioner Martinez as Chairperson and was seconded by former Chair Aguirre and carried on to roll call vote to appoint Commissioner Martinez as Chairperson.

Director Yugar asked Commissioner Estrada Santos if she would accept the position of Vice-Chair and she responded yes. Chair Martinez nominated Commissioner Estrada Santos as Vice-Chair and seconded by former Chair Aguirre and carried on to call vote to appoint Commissioner Estrada Santos as Vice-Chairperson.

At this point of the meeting Chair Martinez took over to lead the meeting.

b) Discuss Play Pass

Director Yugar explained to the commissioners that the Play Pass program is a pilot program and the city set \$10,000 to create it. This program is a registration fee subsidy program for our CSO's and our city recreational programs. The Play Pass voucher would assist eligible Pico Rivera residents who qualify for up to a maximum of \$150 per year, per youth. Director Yugar added that she and Senior Analyst Palacios applied for a \$20,000 grant to add to this program and should be receiving some news within the next couple of weeks. She said that council is very much in favor of this program, and she believes they would provide more funds if the current funds run out.

c) Discuss Youth Center Construction

Director Yugar informed the commission that the Youth Center has been closed for about three years. There is bad water and structural damage. It is not a safe building for anyone to be in. Dahlin will be taking on this job and the Youth Center is scheduled to reopen Fall 2023. The teens continue to meet at Rio Hondo Park and look forward to returning to the Youth Center.

d) Smith Park Aquatic Center Design Update

Director Yugar gave a summary of the condition of the pool and introduced Stephanie Fujimura from the Dahlin Group who is the designer of the new Smith Park Aquatic Center. Miss Fujimura gave a brief update on the new aquatic center which includes the Smith Park Community Center.

e) Utility Box Art Selection

Director Yugar stated that she likes to give part-time staff projects to give them professional growth. The projects they are given helps them learn what it takes to be a coordinator or supervisor. This creates leadership and opportunities for professional growth and education. Lisa Muñoz, a Recreation Leader IV, worked on this project and did a great job.

Director Yugar explained to the commissioners that they would be selecting the first phase of artwork that will be displayed on Whittier Boulevard. There are six utility boxes per phase. There were 16 submissions and she removed six because they were inappropriate and did not match the guidelines. She asked the commissioners to vote for them during the meeting or take the artwork home and then submit their votes by Wednesday, February 15th by 5:00 p.m.. The commissioners decided to take them home and will submit their votes by the due date.

3. OLD BUSINESS:

a) None

4. ORGANIZATION RECOGNITION REVIEW:

- a) None

5. DEPARTMENTAL REPORT:

- a) Director Report

Director Yugar introduced Senior Analyst, Monse Palacios and Priscilla Sanchez. She invited the commissioners to attend The Pad check signing on Tuesday, February 14th at 1:00 p.m. at the old Montebello bus station.

Administrative Clerk, Priscilla Sanchez, informed the commissioners that due to the banquet room closure at the Golf Course, all reservations have been moved to Pico Park.

Director Yugar said that the damage is minimal, but the smoke damage is serious and that’s why the Golf Course closed they banquet room.

- b) Recreation Upcoming Activities

Director Yugar reviewed the events for the months of January and February.

January			
Date	Time	Event	Location
1/2 Monday	Offices Closed	New Year’s Day Observed	
1/16 Monday	Offices Closed	MLK Holiday	

February			
Date	Time	Event	Location
2/1-2/27 Mon. & Wed.	12:00pm – 4:00pm	AARP Income Tax Preparation	Senior Center
2/14 Tuesday	2:00pm – 4:00pm	Valentine’s Day Celebration	Senior Center
2/20 Monday	Offices Closed	President’s Day	

6. COMMISSIONER REPORTS – Park Facility Issues

Director Yugar explained to the commissioners they will be reporting for the following sites.

- Senior Center - Chair Aguirre
- Pico Park - Vice-Chair Estrada-Santos
- Rio Hondo Park - Chair Aguirre and Ex Officio Mejia
- Streamland Park - Chair Martinez

Smith Park	-	Chair Martinez
Rivera Park	-	Commissioner Saucedo
Youth Center	-	Commissioner (Vacant) and Ex Officio Mejia
Golf Course	-	Commissioner Saucedo

7. CITY COUNCIL MEETING ATTENDANCE REMINDER

- No scheduled attendance at this time

ADJOURNMENT:

Next regularly scheduled meeting is March 9, 2023.

A motion to adjourn was made by Chair Martinez, seconded by Commissioner Aguirre, The Parks and Recreation Commission Meeting was adjourned at 7:11 p.m. by Chair Aguirre.

Vanessa Martinez, Chair
Parks and Recreation Commission

Pamela Yugar,
Director of Parks and Recreation



Thursday, March 9, 2023

A Regular Meeting of the Parks and Recreation Commission was held in the Parks and Recreation Community Room, 6767 Passsons Blvd, Pico Rivera, California. Vice-Chair Rocio Estrada Santos called the meeting to order at 6:16 p.m.

PRESENT: Commissioner: Gloria Aguirre, Patricia A. Saucedo, Youth Ex Officio Ellie Mejia, and Vice-Chair Rocio Estrada Santos.

ABSENT: Commissioner: Vanessa Martinez

PUBLIC COMMENT: None

AGENDA ITEMS:

1. MINUTES:

- Parks and Recreation Commission Meeting of February 9, 2023
Recommendation: Approve

A motion was made by Commissioner Saucedo and seconded by Commissioner Aguirre to approve the Minutes of February 9, 2023.

2. NEW BUSINESS:

- a) None

3. OLD BUSINESS:

- a) None

Director Pam Yugar thanked Parks and Recreation Commissioners for voting on their favorite art pieces that will be displayed on electrical boxes throughout the city. Director Yugar mentioned another round of art submissions will be accepted beginning March 17. Art themes wanted will be Historical, Agricultural, and transportation. Commissioners vote again for their favorites during the May meeting.

4. ORGANIZATION RECOGNITION REVIEW:

- a) Pico Boys Baseball League by Luis Carbajal

President Luis Carbajal explanted that the Pico Boys Organization has been running for 67 years. This season for Pico Boys has been difficult because of the continuous rain. Sign-ups are low for the organization, 3 teams per division when usually they have 5-6 teams per division. Commissioner Saucedo asked if Pico Boys met their residence requirement, President Carbajal responded that they have not. Director Yugar updated Commissioner Saucedo that leeway was giving to Pico Boys regarding residency

because of COVID. Commissioner Aguirre asked President Carbajal if the organization has done anything to get more recruitments. President Carbajal did explain they have been marketing through social media, but they haven't had to much luck. Commissioner Saucedo pointed out to President Carbajal that the organizations 501 c is not completed. President Carbajal stated that is true but that it is in the process. Commissioner Aguirre thanked President Carbajal for not giving up on the organizations and still having hopes for the children. Commissioner Saucedo made a motion to give Pico Boys Leniency on the Residency requirement and to return in May with an update on their 501 c. Commissioner Aguirre second the motion. No one was opposed.

b) Pico Rivera Baseball Academy by Anthony Corona

President Anthony Corona explained the organization is in their 13th year as a travel ball organization in Pico Rivera. Their goal is to give the youth in the city the opportunity to play baseball outside of the 13-youth age category. 100 players have graduated from the organization in the 13 years. The organizations have traveled to New York, Omaha, Texas, Hawaii, Utah, New Mexico, and Arizona to play. Commissioner Saucedo made a motion to accept Pico Rivera Baseball Academy as a recognized organization. Commissioner Aguirre second the motion. No opposition.

c) Pico Rivera Girls Fastpitch by Jesse Hernandez

Jonathan Ruiz attended the meeting on behalf of Jesse Hernandez. He stated to the commission that the organization has over 268 girls registered, they are meeting the residency requirements, and their 501 c is completed through the state level and awaiting to get completed through the federal level. Commissioner Aguirre asked if the organization saw any declines in registrations this season. Jonathan stated they did not see any declines, if anything maybe a little more enrollments from last year. Commissioner Saucedo made a motion to recognize Pico Fast Pitch and to return in May with status on the 501 c, Commissioner Aguirre Second the motions. No opposition.

d) Pico Rivera Pony Baseball by Dianna Foster

President Dianna Foster explained that The Pony Baseball organization is coed with about 320 players registered this season. Vice-Chair Santos asked if the organization has met the residency requirements. President Foster explained that they were close reaching that number but has not inputted all registrant's information to get an accurate percentage. Commissioner Saucedo made a motion to give leniency on the residency requirement and to recognize Pico Rivera Pony Baseball as an organized group. Commissioner Aguirre asked a question before someone could second the motion. Commissioner Aguirre asked if the organization thought about doing something to

recognize their high school players who are part of the organization. President Foster mention it is something they have in mind to do with their players next year. They would like to recognize players that have gone through the whole organization and graduated. Commissioner Aguirre second Commissioners Saucedo's Motion.

e) Rivera Baseball Association by Mike Lay

Vice President Carlos Rodriguez was in attendance for Mike Lay. VP Rodriguez states Rivera Baseball Academy is the second oldest organization in Pico Rivera. They have 400 children who are registered this season and are over the residency requirement. Rivera Baseball Academy will be starting up their scholarship program again to children who have played in the organization their whole childhood. Vice-Chair Santos praised RBA for supporting their students. VP Rodriguez mentioned they do what they can to help the city as well by helping the VFW and Senior Center. They have chosen a new custodial of records in charge of inputting records to the Department of Justice. Commissioner Aguirre mentioned the department of Justice does take a while for them to get back to you with updates. Commissioner Saucedo made a motion to recognize RDB as an organized group and to return in May with an update on the Department of Justice. Commissioner Aguirre second the motion.

5. DEPARTMENTAL REPORT:

a) Director's Report

Supervisor Candice West gave a summary on Reach, the city after school program that is held in the 8 elementary school in the city. The Program conducted a Mini Olympics event where 300 after school children participated and competed in 8 different events. The weather was harsh that day, but the children still enjoyed themselves as well as parents and staff that went out to support the children. No award ceremony was held that day, but Supervisor West and her team have being going to the school sites to award the winners with their medals. Commissioner Aguirre asked why The Mini Olympics is celebrated. Supervisor West explained Parks and Recreation over sees Reach, the after-school program, that is funded by the ACES Grant. Within that program students learn different activities for 8 weeks such as athletics, robotics STEM, art, dance, and academics. After the 8 weeklong lesson there is a compilation event to show the cast what they have learned.

b) Recreation Upcoming Activities

Director Yugar briefly reviewed events that are coming up such as The Easter Eggstravaganza, Opening Days, and City closures.

March			
Date	Time	Event	Location
3/1 Wednesday	1:30 p.m. – 5:30 p.m.	REACH Mini Olympics	El Rancho High School
3/4 Saturday	10:00 a.m.	Pico Fastpitch Opening Day	Rio Vista
3/10 Friday	4:00 p.m. – 12:00 a.m.	Trips & Tours The Lion King	Pantages Theatre
3/11 Saturday	10:00 a.m.	Pony Baseball Opening Day	Smith Park
3/18 Saturday	10:00 a.m.	Pico Boys Opening Day	Streamland Park
3/18 Saturday	12:00 p.m.	Rivera Baseball Association (RBA) Opening Day	Rivera Park
3/27 – 3/31 Mon – Fri		ERUSD Spring Break	
3/27 - 3/31 Mon - Fri	7:00 a.m. – 6:00 p.m.	Spring Camp	Pico Park
3/30 Thursday		Cesar Chavez Day Offices Closed	

April			
Date	Time	Event	Location
4/5 Wednesday		First Day of Farmers Market	Smith Park
4/8 Saturday	9:00 a.m. – 1:00 p.m.	Easter Eggstravaganza	Pico Park
4/12 Wednesday	5:00 p.m. – 9:00 p.m.	Farmers Market	Smith Park
4/19 Wednesday	5:00 p.m. – 9:00 p.m.	Farmers Market	Smith Park
4/26 Wednesday	5:00 p.m. – 9:00 p.m.	Farmers Market	Smith Park
TBD		Community Gardens Clean-Up Day & Composting Workshop	Community Gardens

6. COMMISSIONER REPORTS – Park Facility Issues

Senior Center	-	Commissioner Aguirre
Pico Park	-	Vice-Chair Estrada Santos
Rio Hondo Park	-	Commissioner Aguirre and Ex Officio Mejia
Streamland Park	-	Chair Martinez
Smith Park	-	Chair Martinez
Rivera Park	-	Commissioner Saucedo
Youth Center	-	Vacant and Ex Officio Mejia
Golf Course	-	Commissioner Saucedo

Commissioner Aguirre had nothing to report for the Senior Center or Rio Hondo Park.

Vice-Chair Santos had nothing to report on Pico Park.

Commissioner Saucedo asked if Rivera Park Gym was fixed from the leaks. Director Yugar mentioned that it was fixed. Commissioner Saucedo asked for the status on the Golf Course kitchen since they are barbecuing outside. Director Yugar mentioned that everyone is hard at work in getting the golf course fully up and running.

Commissioner Saucedo mention she will not be able to attend next meeting in person but will like to be included via zoom.

7. CITY COUNCIL MEETING ATTENDANCE REMINDER

- a) Commissioner Gloria Aguirre – March 14, 2023

ADJOURNMENT:

The Parks and Recreation Commission Meeting was adjourned at 6:57 p.m. by Vice-Chair Santos.

NEXT MEETING DATE: April 13, 2023

Vanessa Martinez, Chair
Parks and Recreation Commission

Pam Yugar,
Director of Parks and Recreation



3rd WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

MEETING DATE: 9/12/2023

	CHECK DATE	STARTING	ENDING	AMOUNT
CHECK NUMBERS:	7/21/23-08/17/23	292332	292649	\$ 4,728,246.93
ACH NUMBERS:	7/3/23-08/17/23	12307	12501	\$ 4,706,985.18
SPECIAL CHECKS/EFT:		12398	12399	
VOIDED CHECKS/EFT:				
PRE-NOTE				
	TOTAL REGISTER AMOUNT:			\$ 9,435,232.11

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
CBC GenOpe - CBC General Operating					
<u>Check</u>					
292332	07/27/2023	08/07/2023	Accounts Payable	AAA Burglar Alarm Co., Inc.	\$429.00
	Invoice	Description			Amount
	0000636	ALARM MONITORING FOR JUNE 2023			\$216.00
	0000637	ALARM MONITORING FOR JUNE 2023			\$213.00
292333	07/27/2023	08/07/2023	Accounts Payable	AAA Burglar Alarm Co., Inc.	\$429.00
	Invoice	Description			Amount
	0000266	ALARM MONITORING			\$216.00
	0000267	ALARM MONITORING			\$213.00
292334	07/27/2023	08/04/2023	Accounts Payable	AKM CONSULTING ENGINEERS INC	\$16,440.00
	Invoice	Description			Amount
	0012332	PROFESSIONAL SVCS MAY 2023, ELECTRICAL SWITCHBOARD			\$16,440.00
292335	07/27/2023	08/02/2023	Accounts Payable	Alvarez-Glasman & Colvin	\$60,140.35
	Invoice	Description			Amount
	2023-05-20750	LEGAL SVCS MAY 2023			\$24,350.25
	2023-06-20760	LEGAL SVCS JUNE 2023			\$35,790.10
292336	07/27/2023	08/01/2023	Accounts Payable	American Marker	\$330.75
	Invoice	Description			Amount

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	10339-23	BLUE BAG LABELS, FIREWORKS SPECTACULAR			\$330.75
292337	07/27/2023		Accounts Payable	AMERICAN YOUTH SOCCER ORGANIZATION	\$600.00
	Invoice	Description			Amount
	2023-104	PLAYPASS VOUCHERS FOR YOUTH PARTICIPANTS			\$600.00
292338	07/27/2023	08/01/2023	Accounts Payable	Atkinson, Andelson, Loya, Ruud & Romo	\$2,354.63
	Invoice	Description			Amount
	686076	LEGAL SVCS JUNE 2023			\$2,354.63
292339	07/27/2023	08/01/2023	Accounts Payable	Big Sky Electric, Inc.	\$104,371.75
	Invoice	Description			Amount
	22-042-02	PROFESSIONAL SVCS THROUGH 5/31/23, ELECTRICAL SWITCHBOARD			\$109,865.00
	22-042-02-A	PROFESSIONAL SVCS THROUGH 5/31/23, ELECTRICAL SWITCHBOARD			(\$5,493.25)
292340	07/27/2023	08/14/2023	Accounts Payable	Bryan Ramirez (DJ Beatdrop)	\$1,100.00
	Invoice	Description			Amount
	08/11/23	STREET FEST DJ SVCS 8/11/23			\$1,100.00
292341	07/27/2023	08/09/2023	Accounts Payable	Bureau Veritas Technical Assessments LLC	\$12,837.36
	Invoice	Description			Amount
	VIS65103-001	FACILITIES CONDITION ASSESSMENT 6/14/23-7/31/23			\$12,837.36

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292342	07/27/2023	08/02/2023	Accounts Payable	C.S. Legacy Construction, Inc.	\$98,821.38
	Invoice	Description			Amount
	7-2023	PROFESSIONAL SVCS MAY 2023, WHITTIER BL OVERLAY			\$104,022.51
	7-2023-A	PROFESSIONAL SVCS MAY 2023, WHITTIER BL OVERLAY			(\$5,201.13)
292343	07/27/2023	08/04/2023	Accounts Payable	CINTAS CORP.	\$1,373.99
	Invoice	Description			Amount
	8406322956	REPLENISH AND SERVICE FIRST AID KITS AND AED FOR PARKS			\$1,373.99
292344	07/27/2023	08/01/2023	Accounts Payable	CliftonLarsonAllen LLP	\$1,600.00
	Invoice	Description			Amount
	3801993	Annual Audit Services, Agreement No.12-1287			\$1,600.00
292345	07/27/2023	08/07/2023	Accounts Payable	CNS Engineers, Inc.	\$47,520.79
	Invoice	Description			Amount
	22007-2	PROFESSIONAL SVCS 6/3/23-6/30/23, CIP 21285			\$47,520.79
292346	07/27/2023	08/17/2023	Accounts Payable	Coastal Occupational Medical Group	\$1,175.00
	Invoice	Description			Amount
	1456-77410	PRE-EMPLOYMENT PHYSICALS			\$1,175.00
292347	07/27/2023	08/02/2023	Accounts Payable	COUNTY OF LOS ANGELES- INTERNAL SERVICES DEPT	\$5,000.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	99072012301	LARIAC 6 Participation for GIS infrastructure JANUARY 2023			\$5,000.00
292348	07/27/2023	08/02/2023	Accounts Payable	Crafco, Inc.	\$1,886.59
	Invoice	Description			Amount
	9402877938	COLD PATCH ASPHALT			\$1,886.59
292349	07/27/2023	08/08/2023	Accounts Payable	CRUZ, JENNIFER	\$200.00
	Invoice	Description			Amount
	0723REFGLFCRS-JC	REFUND FOR CANCELED EVENT			\$200.00
292350	07/27/2023	08/04/2023	Accounts Payable	Culligan Water of Santa Ana	\$726.31
	Invoice	Description			Amount
	1274460	SENIOR CENTER WATER FILTRATION			\$62.65
	1277503	SENIOR CENTER WATER FILTRATION			\$3.00
	1278399	SENIOR CENTER WATER FILTRATION			\$62.65
	1282290	SENIOR CENTER WATER FILTRATION			\$62.65
	1281342	SENIOR CENTER WATER FILTRATION			\$3.00
	1285173	SENIOR CENTER WATER FILTRATION			\$3.00
	1286061	SENIOR CENTER WATER FILTRATION			\$62.65
	1289072	SENIOR CENTER WATER FILTRATION			\$3.00
	1290073	SENIOR CENTER WATER FILTRATION			\$64.53
	1293020	SENIOR CENTER WATER FILTRATION			\$3.00
	1301121	SENIOR CENTER WATER FILTRATION			\$64.53

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	1305413	SENIOR CENTER WATER FILTRATION			\$64.53
	1309793	SENIOR CENTER WATER FILTRATION			\$64.53
	1312409	SENIOR CENTER WATER FILTRATION			\$3.00
	1313770	SENIOR CENTER WATER FILTRATION			\$64.53
	1316522	SENIOR CENTER WATER FILTRATION			\$3.00
	1318180	SENIOR CENTER WATER FILTRATION			\$64.53
	1320750	SENIOR CENTER WATER FILTRATION			\$3.00
	1322465	SENIOR CENTER WATER FILTRATION			\$64.53
292351	07/27/2023	08/01/2023	Accounts Payable	DAHLIN GROUP, INC	\$59,861.50
	Invoice	Description			Amount
	2306-125	PROFESSIONAL SVCS THROUGH 6/30/23, YOUTH CENTER RENOVATION			\$2,280.00
	2306-124	PROFESSIONAL SVCS THROUGH 6/30/23, SMITH PARK AQUATIC			\$57,581.50
292352	07/27/2023	08/01/2023	Accounts Payable	ECS Imaging Inc	\$5,000.00
	Invoice	Description			Amount
	18031	ECS SVCS			\$5,000.00
292353	07/27/2023	08/07/2023	Accounts Payable	ELISALDEZ, LOUIS	\$180.00
	Invoice	Description			Amount
	LKELI-WWK2-23	OFFICIATING SVCS 7/14/23 & 7/15/23			\$180.00
292354	07/27/2023	08/03/2023	Accounts Payable	H & V Custom Office Cubicles	\$6,684.25

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	101409	CUBICLE INSTALL AT SENIOR CENTER, VETERANS CENTER			\$6,684.25
292355	07/27/2023	08/01/2023	Accounts Payable	HERNANDEZ, JR., FERNANDO	\$60.00
	Invoice	Description			Amount
	SUB1-SUMWK2-23	OFFICIATING SVCS 7/15/23			\$60.00
292356	07/27/2023	08/09/2023	Accounts Payable	Infinity Technologies	\$10,758.75
	Invoice	Description			Amount
	1509	GIS COORDINATION SVCS, JUNE 2023			\$10,758.75
292357	07/27/2023	08/01/2023	Accounts Payable	InfoSend, Inc	\$983.26
	Invoice	Description			Amount
	235567	PFAS & PFOA NOTIFICATIONS			\$983.26
292358	07/27/2023	08/01/2023	Accounts Payable	Inland Empire Stages, LTD	\$3,640.60
	Invoice	Description			Amount
	59947	CAMP FIELD TRIP TO JOHN'S INCREDIBLE PIZZA 6/29/23			\$3,640.60
292359	07/27/2023	08/02/2023	Accounts Payable	JONES, ANDRE	\$150.00
	Invoice	Description			Amount
	AJON-SUMWK3-23	OFFICIATING SVCS 7/21/23 & 7/22/23			\$150.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292360	07/27/2023	08/02/2023	Accounts Payable	LA County Sheriffs Department	\$13,007.28
	Invoice	Description			Amount
	233940EC	HELICOPTER SVC JUNE 2023			\$13,007.28
292361	07/27/2023	08/02/2023	Accounts Payable	Liebert Cassidy Whitmore	\$4,819.00
	Invoice	Description			Amount
	243594	PROFESSEIONAL SVCS THROUGH 5/31/23			\$595.00
	243595	PROFESSEIONAL SVCS THROUGH 5/31/23			\$306.00
	245910	PROFESSIONAL SVCS THROUGH 6/30/23			\$3,272.50
	245212	PROFESSIONAL SVCS THROUGH 6/30/23			\$645.50
292362	07/27/2023	08/23/2023	Accounts Payable	Magic Jump Rentals Inc	\$977.70
	Invoice	Description			Amount
	368766	STREET FEST AMUSEMENT JUMPERS 8/11/23			\$977.70
292363	07/27/2023	08/01/2023	Accounts Payable	Manhole Adjusting	\$61,377.36
	Invoice	Description			Amount
	050923	NOTICE OF COMPLETION, RELEASE OF FINAL PAYMENT			\$61,377.36
292364	07/27/2023	08/01/2023	Accounts Payable	MeterSYS	\$9,421.38
	Invoice	Description			Amount
	INV-000855	PROFESSIONAL SVCS AMI PROJECT CIP.50072			\$9,421.38

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292365	07/27/2023	08/02/2023	Accounts Payable	Moore Iacofano & Goltsman Inc	\$81,551.97
	Invoice	Description			Amount
	0081695	PROFESSIONAL SVCS MAY 2023, MAJOR CORRIDORS MEDIAN			\$38,740.83
	0082057	PROFESSIONAL SVCS JUNE 2023, MAJOR CORRIDORS MEDIAN			\$4,615.00
	0082070	PROFESSIONAL SVCS JUNE 2023, ROSEMEAD MEDIAN			\$4,557.50
	0081677	PROFESSIONAL SVCS MAY 2023, ROSEMEAD MEDIAN			\$33,638.64
292366	07/27/2023	08/09/2023	Accounts Payable	Moreno, Juana, Aracely	\$375.00
	Invoice	Description			Amount
	JM8423	FACE PAINTER FOR NATIONAL NIGHT OUT 8/4/23			\$375.00
292367	07/27/2023	08/01/2023	Accounts Payable	Ninyo & Moore Geotechnical & Environmental Science	\$12,696.00
	Invoice	Description			Amount
	275917	CONSULTING SVCS			\$12,696.00
292368	07/27/2023	08/01/2023	Accounts Payable	Nutrien AG Solutions, Inc	\$692.37
	Invoice	Description			Amount
	51763910	WEED ABATEMENT MATERIALS			\$692.37
292369	07/27/2023	08/01/2023	Accounts Payable	NV5, Inc.	\$202.50
	Invoice	Description			Amount
	317182	PROFESSIONAL SVCS 01/01/23-01/31/23, 7875 TELEGRAPH-COVENANT			\$202.50

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292370	07/27/2023	08/01/2023	Accounts Payable	On The Go DJ Pro, Inc	\$775.00
	Invoice	Description			Amount
	1266093	KARAOKE EVENT AT SENIOR CENTER 7/26/23			\$425.00
	1265888	SENIOR CENTER ENTERTAINMENT 7/18/23			\$350.00
292371	07/27/2023	08/14/2023	Accounts Payable	Passage Entertainment	\$6,500.00
	Invoice	Description			Amount
	08112023SPPE	STREET FEST SOUND AND AUDIO ENGINEER 8/11/23			\$6,500.00
292372	07/27/2023	08/15/2023	Accounts Payable	POINT MAN ANTELOPE VALLEY	\$2,500.00
	Invoice	Description			Amount
	052424MEMWALPMAV	DEPOSIT MOBILE VIETNAM MEMORIAL 5/24/24-5/27/24			\$2,500.00
292373	07/27/2023	08/02/2023	Accounts Payable	Powerstride Battery Co. Inc.	\$1,088.45
	Invoice	Description			Amount
	E683404	ELECTRICAL SUPPLIES			\$1,088.45
292374	07/27/2023	08/03/2023	Accounts Payable	RHA LANDSCAPE ARCHITECTS- PLANNERS, INC.	\$1,865.00
	Invoice	Description			Amount
	0502536	ARCHITECT SVCS RIO HONDO PARK			\$540.00
	0502540	Alebrije Dog Park			\$1,325.00
292375	07/27/2023	08/04/2023	Accounts Payable	Soto Entertainment Group	\$18,500.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	PR081123	STREET FEST MUSICAL ENTERTAINMENT 8/11/23			\$18,500.00
292376	07/27/2023	08/01/2023	Accounts Payable	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER	\$2,625.00
	Invoice	Description			Amount
	7-22/23	FAIR HOUSING SVCS JANUARY 2023			\$875.00
	8-2023	CDBG FUNDS FOR PROFESSIONAL SVCS			\$875.00
	9-2023	CDBG FUNDS FOR PROFESSIONAL SVCS			\$875.00
292377	07/27/2023	08/02/2023	Accounts Payable	Tetra Tech, Inc	\$3,133.43
	Invoice	Description			Amount
	52092367	PROFESSIONAL SVCS THROUGH 6/30/23, WM REPLACEMENT			\$3,133.43
292378	07/27/2023	08/02/2023	Accounts Payable	TJKM Transportation Consultants	\$1,125.48
	Invoice	Description			Amount
	0054316	PROFESSIONAL SVCS JUNE 2023, LRSP			\$1,125.48
292379	07/27/2023	08/02/2023	Accounts Payable	Transtech Engineers, Inc	\$19,400.50
	Invoice	Description			Amount
	20233608	220045 PR CITY ENGINEERING SERVICES			\$19,400.50
292380	07/27/2023	08/17/2023	Accounts Payable	VCS Sound Lighting	\$7,950.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	23-004	STREET FEST STAGE, LED SCREENS, LIGHTING	8/11/23		\$7,950.00
292381	07/27/2023	08/03/2023	Accounts Payable	WALKER, MICHAEL, JEROME	\$90.00
	Invoice	Description			Amount
	MWAL-SUMWK2-23	OFFICIATING SVCS 7/14/23			\$90.00
292382	07/27/2023	08/01/2023	Accounts Payable	Yao Engineering, Inc.	\$1,466.85
	Invoice	Description			Amount
	PR2306	PROF SVCS 06/01/23-06/30/23, WELL NO.5 ELECTRICAL UPGRADES ESDC			\$379.85
	2023.06 PR2001	PROFESSIONAL SVCS 06/01/23-06/30/23, WATER PLANT NO.3 ELECTRICAL			\$1,087.00
292383	07/27/2023	07/31/2023	Accounts Payable	ZAVALA, ANGEL	\$120.00
	Invoice	Description			Amount
	SUB1-SUMWK2-23	OFFICIATING SVCS 7/14/23			\$120.00
292384	07/27/2023	08/01/2023	Accounts Payable	KOA Corp./CBM Consulting Inc.	\$12,676.00
	Invoice	Description			Amount
	JB93033-18	PROFESSIONAL SVCS 2/27/23-4/2/23, HSIP			\$6,338.00
	JB93033-19	PROFESSIONAL SVCS 1/30/23-2/26/23, HSIP			\$3,802.80
	JB93033-20	PROFESSIONAL SVCS 2/27/23-4/2/23, HSIP			\$2,535.20
292385	08/03/2023	08/08/2023	Accounts Payable	1st Jon Inc	\$8,459.31
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	107213	PORTABLE RESTROOMS & HANDWASHING STATIONS FOR FIREWORKS SHOW			\$8,459.31
292386	08/03/2023		Accounts Payable	Alejandrina Rivadeneyra	\$10.00
	Invoice	Description			Amount
	837039	REFUND SENIOR CENTER KARAOKE EVENT, UNABLE TO ATTEND			\$10.00
292387	08/03/2023	08/10/2023	Accounts Payable	Alvarez-Glasman & Colvin	\$10,235.00
	Invoice	Description			Amount
	2023AUGATTYFEES	CITY ATTY RETAINER FEE FOR AUGUST 2023			\$10,235.00
292388	08/03/2023		Accounts Payable	AMERICAN YOUTH SOCCER ORGANIZATION	\$890.00
	Invoice	Description			Amount
	2023-107	PLAYPASS VOUCHERS FOR YOUTH PARTICIPANTS			\$890.00
292389	08/03/2023	08/11/2023	Accounts Payable	BMG Money, Inc	\$414.16
	Invoice	Description			Amount
	080323	EMPLOYEE DEDUCTION FOR P/E 07/28/23			\$414.16
292390	08/03/2023	08/08/2023	Accounts Payable	Byrd, Paul, A.	\$3,000.00
	Invoice	Description			Amount
	804	NATIONAL NIGHT OUT PERFORMANCE 8/4/23			\$3,000.00
292391	08/03/2023	08/17/2023	Accounts Payable	California Building Standards Commission	\$3,410.71

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	2023GREENFEE-CBS	2023 GREEN FEE QTR 1 & 2, JAN.-JUNE			\$3,410.71
292392	08/03/2023	08/08/2023	Accounts Payable	Central Basin Municipal Water District	\$3,630.81
	Invoice	Description			Amount
	RIV-JUNE23	UTILITIES FOR MAY 2023			\$3,630.81
292393	08/03/2023	08/14/2023	Accounts Payable	Certifix Live Scan	\$275.00
	Invoice	Description			Amount
	76977	PRE-EMPLOYMENT LIVE SCANS 6/5/23-6/29/23			\$275.00
292394	08/03/2023	08/10/2023	Accounts Payable	City of Downey	\$273,486.46
	Invoice	Description			Amount
	236698	TRAFFIC SIGNAL MAINTENANCE JANUARY-JUNE 2023			\$1,732.25
	236705	SEAACA FY 23/24 ADMINISTRATIVE FEES			\$8,920.21
	236704	SEAACA FY 23/24 LICENSING ADMINISTRATIVE AGREEMENT			\$45,763.00
	236702	SEAACA FY23/24 ANIMAL CONTROL & SHELTERING SVCS, 1ST INSTALLMENT			\$217,071.00
292395	08/03/2023	08/14/2023	Accounts Payable	CivicWell	\$11,042.50
	Invoice	Description			Amount
	107301	PROFESSIONAL SVCS JUNE 2023, WHITTIER BL CALTRANS GRANT			\$8,321.50
	107302	PROFESSIONAL SVCS JUNE 2023, WHITTIER BL SPECIFIC PLAN			\$2,721.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292396	08/03/2023		Accounts Payable	CRUZ ORELLANA, RONALD, IVAN	\$500.00
	Invoice	Description			Amount
	INV0020	STREET FEST DJ SVC, 8/18/23			\$500.00
292397	08/03/2023	08/10/2023	Accounts Payable	Deere & Company	\$15,089.75
	Invoice	Description			Amount
	117495507	GATOR FOR SPECIAL EVENTS, PICO PARK			\$15,089.02
	117495507-A	GATOR FOR SPECIAL EVENTS, PICO PARK			\$0.73
292398	08/03/2023	08/23/2023	Accounts Payable	Department of Conservation, Accounting Office	\$36,226.83
	Invoice	Description			Amount
	2020-23SMIP-CONS	SMIP-2020 QTR 3 THROUGH 2023 QTR 2			\$36,226.83
292399	08/03/2023	08/09/2023	Accounts Payable	Dudek	\$1,893.75
	Invoice	Description			Amount
	202305700	PROFESSIONAL SVCS 5/27/23-6/30/23, CITYWIDE OBJECTIVE DESIGN			\$1,893.75
292400	08/03/2023	08/14/2023	Accounts Payable	Elisaldez , Louie	\$60.00
	Invoice	Description			Amount
	SUB1-SUMWK4-23	OFFICIATING SVCS 7/29/23			\$60.00
292401	08/03/2023	08/11/2023	Accounts Payable	ELISALDEZ, LOUIS	\$330.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	LKELI-SUMWK3-23	OFFICIATING SVCS 7/21/23 & 7/22/23			\$150.00
	LKELI-SUMWK423	OFFICIATING SVCS 7/28/23 & 7/29/23			\$180.00
292402	08/03/2023	08/08/2023	Accounts Payable	Ewing Irrigation Products Inc	\$697.55
	Invoice	Description			Amount
	19714493	IRRIGATION AND LANDSCAPING SUPPLIES			\$697.55
292403	08/03/2023	08/08/2023	Accounts Payable	Ewing Irrigation Products Inc	\$953.93
	Invoice	Description			Amount
	19716055	IRRIGATION AND LANDSCAPING SUPPLIES			\$155.75
	19881480	IRRIGATION AND LANDSCAPING SUPPLIES			\$798.18
292404	08/03/2023	08/21/2023	Accounts Payable	Franchise Tax Board	\$50.00
	Invoice	Description			Amount
	080323	EMPLOYEE DEDUCTION FOR P/E 07/28/23			\$50.00
292405	08/03/2023	08/21/2023	Accounts Payable	G.L.A.M. MUSIC INC.	\$1,225.00
	Invoice	Description			Amount
	0823MUSCBAL-GLAM	SUMMER STREET FEST PERFORMANCE, 8/18/23			\$1,225.00
292406	08/03/2023	08/10/2023	Accounts Payable	Global Learning, Inc	\$4,750.00
	Invoice	Description			Amount
	23-24STAFTRAINGL	FY 23/24 STAFF DEVELOPMENT AND LITART TRAINING			\$4,750.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292407	08/03/2023	08/11/2023	Accounts Payable	Gonzalez, Alexander	\$100.00
	Invoice	Description			Amount
	2023WTROPCERT-AG	REIMBURSEMENT WATER DIST OPERATOR CERT, D3 EXAM FEES			\$100.00
292408	08/03/2023	08/09/2023	Accounts Payable	Gopher Sport, Gopher Performance, Moving Minds	\$15,000.35
	Invoice	Description			Amount
	IN298557	REACH SPARK EQUIPMENT			\$7,731.08
	IN299315	REACH SPARK EQUIPMENT			\$7,269.27
292409	08/03/2023	08/23/2023	Accounts Payable	HERNANDEZ, HENRIETTA	\$15.00
	Invoice	Description			Amount
	837020	REFUND FOR GRANDPARENT'S DAY LUAU, ACTIVITY CANCELED			\$10.00
	837028	REFUND FOR AVIANA ON GRANDPARENT'S DAY LUAU, ACTIVITY CANCELED			\$5.00
292410	08/03/2023	08/08/2023	Accounts Payable	HERNANDEZ, JR., FERNANDO	\$270.00
	Invoice	Description			Amount
	FHER-SUMWK3-23	OFFICIATING SVCS 7/21/23			\$120.00
	FHER-SUMWK4-23	OFFICIATING SVCS 7/28/23 & 7/29/23			\$150.00
292411	08/03/2023		Accounts Payable	Jas Pacific, Inc.	\$56,887.75
	Invoice	Description			Amount
	BI 14520	BUILDING INSPECTION SVCS APRIL 2023			\$840.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	BI 14569	BUILDING INSPECTION SVCS JUNE 2023			\$840.00
	PC 6642	BUILDING INSPECTION SVCS APRIL 2023			\$9,268.75
	BI 14543	BUILDING INSPECTION SVCS MAY 2023			\$1,520.00
	PC 6677	BUILDING INSPECTION SVCS MAY 2023			\$7,715.00
	PC 6712	BUILDING INSPECTION SVCS JUNE 2023			\$17,410.25
	PC 6606-A	BUILDING INSPECTION SVCS MARCH 2023			\$19,031.25
	PC 6642-PW	PW SVCS APRIL 2023, ADA PROJECT			\$262.50
292412	08/03/2023	08/10/2023	Accounts Payable	Levyng Officer	\$233.39
	Invoice	Description			Amount
	080323	EMPLOYEE DEDUCTION FOR P/E 07/28/23			\$233.39
292413	08/03/2023	08/08/2023	Accounts Payable	Magic Jump Rentals Inc	\$417.80
	Invoice	Description			Amount
	373902	NATIONAL NIGHT OUT AMUSEMENT JUMPER 8/4/23			\$417.80
292414	08/03/2023	08/14/2023	Accounts Payable	MARTIN, CHRISTOPHER, L.	\$210.00
	Invoice	Description			Amount
	CLMAR-WWK4-23	OFFICIATING SVCS 7/28/23			\$120.00
	CLMAR-SUMWK3-23	OFFICIATING SVCS 7/22/23			\$90.00
292415	08/03/2023		Accounts Payable	MARTINEZ, GLORIA	\$10.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	837008	REFUND FOR GRANDPARENT'S DAY LUAU, ACTIVITY CANCELED			\$10.00
292416	08/03/2023	08/09/2023	Accounts Payable	Mercado, Jocelyn , Garcia	\$1,385.00
	Invoice	Description			Amount
	2023TUREIMSPGJGM	TUITION REIMBURSEMENT SPRING (APRIL 2023)			\$1,385.00
292417	08/03/2023	08/18/2023	Accounts Payable	MILLER, MIKE	\$60.00
	Invoice	Description			Amount
	837142	REFUND FOR GO GETTERS JULY 2023-JUNE 2024			\$60.00
292418	08/03/2023	08/16/2023	Accounts Payable	Minuteman Press	\$134.24
	Invoice	Description			Amount
	67411	VARIOUS MAILERS & POSTCARDS FOR PRIME			\$134.24
292419	08/03/2023	08/08/2023	Accounts Payable	Moore Iacofano & Goltsman Inc	\$10,952.50
	Invoice	Description			Amount
	0082090	PROFESSIONAL SVCS JUNE 2023, HISTORIC WHITTIER			\$10,952.50
292420	08/03/2023	08/16/2023	Accounts Payable	MORENO, DANNY	\$300.00
	Invoice	Description			Amount
	13323	NATIONAL NIGHT OUT BALLOONIST			\$300.00
292421	08/03/2023	08/21/2023	Accounts Payable	Nancy Matthews	\$7,187.50

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	060623GRNTRKUSE	PROFESSIONAL SVCS, GRANT WRITING KRUSE PROPERTY ACQUISITION			\$1,875.00
	060623GRNTPARKAQ	PROFESSIONAL SVCS, GRANT WRITING PARK AQUATICS CENTER			\$2,562.50
	061523GRNTRCREA	PROFESSIONAL SVCS, GRANT WRITING RECREATIONAL TRAILS PROGRAM			\$2,750.00
292422	08/03/2023	08/09/2023	Accounts Payable	Napa Auto Parts	\$366.80
	Invoice	Description			Amount
	190860	EQUIPMENT MAINTENANCE SUPPLIES			\$218.99
	190861	EQUIPMENT MAINTENANCE SUPPLIES			\$147.81
292423	08/03/2023	08/16/2023	Accounts Payable	NUFIC	\$359.13
	Invoice	Description			Amount
	080123	SUPPLEMENTAL LIFE INSURANCE FOR AUGUST 2023			\$359.13
292424	08/03/2023	08/09/2023	Accounts Payable	Ollin Strategies	\$5,000.00
	Invoice	Description			Amount
	193	CONSULTING SVCS JULY 2023			\$5,000.00
292425	08/03/2023	08/08/2023	Accounts Payable	Passage Entertainment	\$2,700.00
	Invoice	Description			Amount
	08042023CHPE	NATIONAL NIGHT OUT SOUND SYSTEM			\$2,700.00
292426	08/03/2023	08/23/2023	Accounts Payable	Pico Rivera Dons Football For Youth	\$1,050.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	2023-106	2023 PLAYPASS VOUCHERS			\$1,050.00
292427	08/03/2023	08/08/2023	Accounts Payable	PM Law Enforcement Services, LLC	\$5,000.00
	Invoice	Description			Amount
	23-005	LAW ENFORCEMENT SVCS JULY 2023			\$5,000.00
292428	08/03/2023	08/08/2023	Accounts Payable	R.J. Noble Company	\$56,662.58
	Invoice	Description			Amount
	217440-RET	NOTICE OF COMPLETION, RELEASE OF FINAL PAYMENT			\$56,662.58
292429	08/03/2023	08/10/2023	Accounts Payable	RHA LANDSCAPE ARCHITECTS- PLANNERS, INC.	\$24,275.00
	Invoice	Description			Amount
	0502591	ARCHITECT SVCS 5/26/23-6/25/23, RIO HONDO PARK			\$22,910.00
	0602023	PROFESSIONAL SVCS 5/26/23-6/25/23, ALEBRIJE DOG PARK			\$1,365.00
292430	08/03/2023	08/16/2023	Accounts Payable	Ruth Solis	\$20.00
	Invoice	Description			Amount
	837026	REFUND GRANDPARENTS DAY LUAU,ACTIVITY CANCELED RUTH JOSHUA KEVIN			\$20.00
292431	08/03/2023	08/21/2023	Accounts Payable	S And Y Supply (Mauricio Pinzon)	\$2,500.00
	Invoice	Description			Amount
	BAL81823	STREET FEST PERFORMANCE, 8/18/23			\$2,500.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292432	08/03/2023	08/11/2023	Accounts Payable	SEIU Local 721-COPE	\$72.00
	Invoice	Description			Amount
	080323	COPE FEES FOR P/E 07/28/23			\$72.00
292433	08/03/2023	08/09/2023	Accounts Payable	So Cal Industries	\$4,590.81
	Invoice	Description			Amount
	641133	FENCE RENTAL 5/11/23-5/11/24, BEVERLY BL & ROSEMEAD BL			\$4,590.81
292434	08/03/2023	08/22/2023	Accounts Payable	Standard Insurance Company	\$2,597.72
	Invoice	Description			Amount
	080123	VISION SERVICES FOR AUGUST 2023			\$2,597.72
292435	08/03/2023	08/11/2023	Accounts Payable	State Water Resources Control Board (SWRCB)	\$120.00
	Invoice	Description			Amount
	0723CERTREQST-RF	CERTIFICATE REQUEST FOR RAYMUNDO A. FLORES			\$60.00
	0723CERTREQST-JN	CERTIFICATE REQUEST FOR JUAN NUNEZ			\$60.00
292436	08/03/2023	08/08/2023	Accounts Payable	Tyler Technologies, Inc.	\$92,538.12
	Invoice	Description			Amount
	045-428728	FY23/24 MAINTENANCE AND SUPPORT OF NWS SOFTWARE LICENSE			\$92,538.12
292437	08/03/2023	08/09/2023	Accounts Payable	Uhaul	\$87.12

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	5402939116	PROPANE FOR ASPHALT MAINTENANCE			\$87.12
292438	08/03/2023	08/24/2023	Accounts Payable	VCS Sound Lighting	\$7,950.00
	Invoice	Description			Amount
	23-008	STREET FEST SOUND AND AUDIO ENGINEER 8/18/23			\$7,950.00
292439	08/03/2023	08/09/2023	Accounts Payable	WALKER, MICHAEL, JEROME	\$120.00
	Invoice	Description			Amount
	MWAL-WWK3-23	OFFICIATING SVCS 7/21/23			\$120.00
292440	08/03/2023	08/18/2023	Accounts Payable	Western Dental Services, Inc.	\$230.87
	Invoice	Description			Amount
	080123	DENTAL SERVICES (DHMO) FOR AUGUST 2023			\$230.87
292441	08/03/2023	08/08/2023	Accounts Payable	YUGAR, PAMELA	\$229.31
	Invoice	Description			Amount
	0623RETREATSUPPY	REIMBURSEMENT FOR SUPPLIES FOR FY22/23 STAFF RETREAT			\$229.31
292442	08/03/2023	08/08/2023	Accounts Payable	ZAVALA, ANGEL	\$120.00
	Invoice	Description			Amount
	AZAV-SUMWK4-23	OFFICIATING SVCS 7/28/23			\$120.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292443	08/10/2023	08/14/2023	Accounts Payable	American Marker	\$679.36
	Invoice	Description			Amount
	10333-23	METAL SIGNS FOR THE COMMUNITY GARDENS			\$679.36
292444	08/10/2023		Accounts Payable	AMERICAN YOUTH SOCCER ORGANIZATION	\$1,350.00
	Invoice	Description			Amount
	2023-109	2023 PLAYPASS VOUCHERS			\$1,350.00
292445	08/10/2023	08/21/2023	Accounts Payable	Auto-Chlor System	\$236.21
	Invoice	Description			Amount
	234100500795	DISHWASHER MAINTENANCE JULY 2023			\$236.21
292446	08/10/2023	08/15/2023	Accounts Payable	BANNER BANK	\$10,007.18
	Invoice	Description			Amount
	0823RETESCRO2003	RETENTION ESCROW #2003, RJ NOBLE COMPANY			\$10,007.18
292447	08/10/2023	08/16/2023	Accounts Payable	Bishop Company	\$1,009.42
	Invoice	Description			Amount
	INV-873607	LIFEGUARD HATS			\$561.94
	INV-862663	ARBORIST GUIDE BOOK			\$359.39
	INV-875505	REPLACEMENT EQUIPMENT			\$88.09
292448	08/10/2023		Accounts Payable	California Association of Housing Authorities	\$750.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	HOTMA-02	HOTMA TRAINING, HOUSING DIVISION, 9/6 & 9/7/23			\$750.00
292449	08/10/2023		Accounts Payable	California Association of Housing Authorities	\$450.00
	Invoice	Description			Amount
	2023209	23-24 ANNUAL CAHA MEMBERSHIP			\$450.00
292450	08/10/2023	08/21/2023	Accounts Payable	Coastal Occupational Medical Group	\$1,530.00
	Invoice	Description			Amount
	1456-77776	PRE-EMPLOYMENT PHYSICALS			\$1,530.00
292451	08/10/2023	08/17/2023	Accounts Payable	COLLIERS INTERNATIONAL GREATER LOS ANGELES INC.	\$9,000.00
	Invoice	Description			Amount
	1744-270026	CONSULTING SVCS JULY 2023			\$9,000.00
292452	08/10/2023	08/16/2023	Accounts Payable	County of LA, Agricultural Comm, Weights & Measure	\$2,165.92
	Invoice	Description			Amount
	231639	GOPHER ABATEMENT FOR CITY PARKS			\$2,165.92
292453	08/10/2023	08/15/2023	Accounts Payable	CPACINC.COM	\$1,386.95
	Invoice	Description			Amount
	SI-1296683	CISCO MERAKEI ROUTER			\$1,386.95

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292454	08/10/2023	08/16/2023	Accounts Payable	Culligan Water of Santa Ana	\$64.53
	Invoice	Description			Amount
	1326840	WATER SOFTENER SERVICE			\$64.53
292455	08/10/2023	08/15/2023	Accounts Payable	Daniels Tire Service	\$791.98
	Invoice	Description			Amount
	200478830	TIRES FOR CITY FLEET			\$791.98
292456	08/10/2023	08/18/2023	Accounts Payable	DS Services of America, Inc.	\$161.87
	Invoice	Description			Amount
	20044206 080423	WATER DELIVERY 7/19/23			\$161.87
292457	08/10/2023		Accounts Payable	ELISALDEZ, LOUIS	\$150.00
	Invoice	Description			Amount
	LKELI-SUMWK523	OFFICIATING SVCS 8/4/23 & 8/5/23			\$150.00
292458	08/10/2023	08/17/2023	Accounts Payable	EMPIRE DESIGN & BUILD LLC	\$333,882.01
	Invoice	Description			Amount
	5	PROFESSIONAL SVCS THROUGH 6/30/23, ADA CITY HALL			\$351,454.75
	5-A	PROFESSIONAL SVCS THROUGH 6/30/23, ADA CITY HALL			(\$17,572.74)
292459	08/10/2023	08/14/2023	Accounts Payable	ESTRADA, PEDRO	\$43.11
	Invoice	Description			Amount

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	0823PRIMMETER-PE	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$43.11
292460	08/10/2023		Accounts Payable	EXTRA SPACE PICO RIVERA TWO	\$328.49
	Invoice	Description			Amount
	0823PRIMMETER-ES	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$328.49
292461	08/10/2023	08/14/2023	Accounts Payable	Galls Parent Holdings, LLC	\$138.86
	Invoice	Description			Amount
	024860002	UNIFORMS			\$138.86
292462	08/10/2023	08/15/2023	Accounts Payable	GARCIA, DANIEL, AUGUSTINE	\$150.00
	Invoice	Description			Amount
	COMSTP050823-DC	COMMISSIONER STIPEND FOR MEETING 5/8/23			\$75.00
	COMSTP071723-DG	COMMISSIONER STIPEND FOR MEETING 7/17/23			\$75.00
292463	08/10/2023	08/14/2023	Accounts Payable	GARCIA, JOHN, R.	\$141.99
	Invoice	Description			Amount
	0723ADVOCRTP-JG	REIMBURSEMENT FOR WASHINGTON DC ADVOCACY TRIP 7/24/23-7/27/23			\$141.99
292464	08/10/2023	08/16/2023	Accounts Payable	GoTo Communications, Inc.	\$2,862.77
	Invoice	Description			Amount
	IN7102144814	TELECOMMUNICATIONS SERVICES VOIP			\$2,862.77

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292465	08/10/2023	08/18/2023	Accounts Payable	GUILLEN, MARITZA	\$65.52
	Invoice	Description			Amount
	0823PRIMMETER-MG	PRIME NET ENERGY METERING TERM CASH OUTS JUNE 2023			\$65.52
292466	08/10/2023	08/11/2023	Accounts Payable	HERNANDEZ, JAVIER	\$130.00
	Invoice	Description			Amount
	0723ADVOCTRP-JH	REIMBURSEMENT FOR WASHINGTON DC ADVOCACY TRIP 7/23/23-7/27/23			\$130.00
292467	08/10/2023	08/14/2023	Accounts Payable	HERNANDEZ, JR., FERNANDO	\$60.00
	Invoice	Description			Amount
	FHER-SUMWK5-23	OFFICIATING SVCS 8/5/23			\$60.00
292468	08/10/2023	08/15/2023	Accounts Payable	Hi-Way Safety Inc.	\$20,041.78
	Invoice	Description			Amount
	144877	GUARD RAIL REPAIR/REPLACEMENT, PARAMOUNT BLVD			\$14,057.59
	144878	Guard Rail repair/replacement at Paramount Blvd.			\$5,984.19
292469	08/10/2023	08/22/2023	Accounts Payable	Horizon Nursery	\$160.23
	Invoice	Description			Amount
	003520	TREE CARE SUPPLIES			\$160.23
292470	08/10/2023	08/18/2023	Accounts Payable	Hosepower USA	\$219.81
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	69107650-00	SUPPLIES			\$219.81
292471	08/10/2023		Accounts Payable	Jas Pacific, Inc.	\$1,260.00
	Invoice	Description			Amount
	PC 6677-A	PROFESSIONAL SVCS MAY 2023, YOUTH CENTER 4632 ORANGE			\$945.00
	PC 6712-A	PROFESSIONAL SVCS JUNE 2023, YOUTH CENTER 4632 ORANGE			\$315.00
292472	08/10/2023		Accounts Payable	LEIVA, ANA	\$51.46
	Invoice	Description			Amount
	0823PRIMMETER-AL	PRIME NET ENERGY METERING TERM CASH OUTS JUNE 2023			\$51.46
292473	08/10/2023	08/18/2023	Accounts Payable	Liebert Cassidy Whitmore	\$4,800.00
	Invoice	Description			Amount
	242304	GATEWAY PUBLIC EMPLOYMENT RELATIONS CONSORTIUM 7/1/23-6/30/24			\$4,800.00
292474	08/10/2023		Accounts Payable	LUTZ, ERIK	\$82.32
	Invoice	Description			Amount
	0723ADVOCRTP-EL	REIMBURSEMENT FOR WASHINGTON DC ADVOCACY TRIP 7/24/23-7/26/23			\$82.32
292475	08/10/2023	08/23/2023	Accounts Payable	Magic Jump Rentals Inc	\$944.70
	Invoice	Description			Amount
	368767	STREET FEST AMUSEMENT JUMPERS 8/18/23			\$944.70

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292476	08/10/2023	08/25/2023	Accounts Payable	MARTIN, CHRISTOPHER, L.	\$120.00
	Invoice	Description			Amount
	CLMAR-WWK5-23	OFFICIATING SVCS 8/4/23			\$120.00
292477	08/10/2023	08/16/2023	Accounts Payable	McMaster-Carr Supply Company	\$514.50
	Invoice	Description			Amount
	11985042	SUPPLIES			\$514.50
292478	08/10/2023		Accounts Payable	MELENDEZ, MARGARET	\$88.86
	Invoice	Description			Amount
	0823PRIMMETER-MM	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$88.86
292479	08/10/2023	08/23/2023	Accounts Payable	Minuteman Press	\$124.36
	Invoice	Description			Amount
	67544	VARIOUS MAILERS & POSTCARDS FOR PRIME			\$124.36
292480	08/10/2023	08/14/2023	Accounts Payable	MIRELES, ADRIENNE, M.	\$102.30
	Invoice	Description			Amount
	0823PRIMMETER-AM	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$102.30
292481	08/10/2023	08/16/2023	Accounts Payable	NAN MCKAY	\$658.00
	Invoice	Description			Amount
	INV280387	ANNUAL SUBSCRIPTION FOR PIH ALERTS-HOUSING FY23/24			\$419.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	INV280388	RENEWAL-ADMIN PLAN DIGITAL REVISION SVC 10/1/23-9/30/24			\$239.00
292482	08/10/2023	08/15/2023	Accounts Payable	Nancy Matthews	\$3,187.50
	Invoice	Description			Amount
	073123GRNTRUSEP	PROFESSIONAL SVCS, GRANT WRITING KRUSE PROPERTY ACQUISITION			\$3,187.50
292483	08/10/2023	08/16/2023	Accounts Payable	Napa Auto Parts	\$831.64
	Invoice	Description			Amount
	195619	MECHANIC SHOP SUPPLIES			\$268.18
	195056	MECHANIC SHOP SUPPLIES			\$268.01
	192936	MECHANIC SHOP SUPPLIES			\$295.45
292484	08/10/2023		Accounts Payable	NCM Engineering Corporation	\$62,211.38
	Invoice	Description			Amount
	PICO2201-07	PROFESSIONAL SVCS 4/1/23-6/30/23, TELEGRAPH RD BRIDGE			\$62,211.38
292485	08/10/2023	08/16/2023	Accounts Payable	NV5, Inc.	\$4,758.75
	Invoice	Description			Amount
	342330	PROFESSIONAL SVCS JUNE 2023, 10016 BEVERLY BL WAREHOUSE			\$4,758.75
292486	08/10/2023	08/14/2023	Accounts Payable	On The Go DJ Pro, Inc	\$350.00
	Invoice	Description			Amount
	1267096	SENIOR CENTER DJ ENTERTAINMENT 8/10/23			\$350.00

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292487	08/10/2023	08/14/2023	Accounts Payable	ORTIZ, SARAH	\$12.49
	Invoice	Description			Amount
	0823PRIMMETER-SO	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$12.49
292488	08/10/2023	08/14/2023	Accounts Payable	Pantoja, Victor	\$90.00
	Invoice	Description			Amount
	VPAN-SUMWK5-	OFFICIATING SVCS 8/5/23			\$90.00
292489	08/10/2023	08/21/2023	Accounts Payable	Passage Entertainment	\$6,500.00
	Invoice	Description			Amount
	08182023SPPE	STREET FEST SOUND AND AUDIO ENGINEER 8/18/23			\$6,500.00
292490	08/10/2023	08/16/2023	Accounts Payable	PEREZ, GILBERT, J.	\$150.00
	Invoice	Description			Amount
	COMSTP050823-GP	COMMISSIONER STIPEND FOR MEETING 5/8/23			\$75.00
	COMSTP071723-GP	COMMISSIONER STIPEND FOR MEETING 7/17/23			\$75.00
292491	08/10/2023	08/24/2023	Accounts Payable	PGI-Pacific Graphics, Inc.	\$3,569.61
	Invoice	Description			Amount
	46756	JULY 2023 SUMMER PROFILE			\$3,569.61
292492	08/10/2023	08/23/2023	Accounts Payable	Pico Rivera Dons Football For Youth	\$150.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	2023-108	2023 PLAYPASS VOUCHERS			\$150.00
292493	08/10/2023	08/24/2023	Accounts Payable	PPM GROUP INC	\$103,610.00
	Invoice	Description			Amount
	2022-12-PRPR	PR PAVEMENT REHAB DECEMBER 2022			\$23,900.00
	2023-1-PRPR	PR PAVEMENT REHAB JANUARY 2023			\$21,615.00
	2023-2-PRPR	PR PAVEMENT REHAB FEBRUARY 2023			\$23,295.00
	2023-3-PRPR	PR PAVEMENT REHAB MARCH 2023			\$17,060.00
	2023-5-PRPR	PR PAVEMENT REHAB MAY 2023			\$8,060.00
	2023-4-PRPR	PR PAVEMENT REHAB APRIL 2023			\$9,680.00
292494	08/10/2023	08/15/2023	Accounts Payable	R.J. Noble Company	\$190,136.43
	Invoice	Description			Amount
	229191	PROFESSIONAL SVCS THROUGH 6/30/23, PAVEMENT REHAB			\$200,143.61
	229191-A	PROFESSIONAL SVCS THROUGH 6/30/23, PAVEMENT REHAB			(\$10,007.18)
292495	08/10/2023	08/17/2023	Accounts Payable	RAY TRINIDAD, !MPACT PEOPLE INC.	\$4,500.00
	Invoice	Description			Amount
	0823TEAMTRAIN-RT	STAFF DEVELOPMENT AND TEAM BUILDING TRAINING 8/15/23			\$4,500.00
292496	08/10/2023		Accounts Payable	RIOS, CLAUDIA	\$10.32
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	0823PRIMMETER-CR	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$10.32
292497	08/10/2023		Accounts Payable	RODRIGUEZ, ALEJANDRO	\$236.98
	Invoice	Description			Amount
	0823PRIMMETER-AR	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$236.98
292498	08/10/2023		Accounts Payable	ROMANO, SHEILA	\$22.28
	Invoice	Description			Amount
	0823PRIMMETER-SR	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$22.28
292499	08/10/2023	08/16/2023	Accounts Payable	Singh Car Service	\$2,182.00
	Invoice	Description			Amount
	10000610	CAR SVCS FOR WASHINGTON DC ADVOCACY TRIP 7/26/23-7/27/23			\$2,182.00
292500	08/10/2023	08/18/2023	Accounts Payable	Soto, Ricardo	\$90.00
	Invoice	Description			Amount
	RSOT-SUMWK5-23	OFFICIATING SVCS 8/5/23			\$90.00
292501	08/10/2023		Accounts Payable	Southeast Area Social Services Funding Authority	\$2,830.20
	Invoice	Description			Amount
	SASSFA22-23Q3	CDBG SENIOR MEALS JANUARY 2023 THROUGH MARCH 2023			\$2,830.20
292502	08/10/2023	08/17/2023	Accounts Payable	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER	\$4,375.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	INV#1 JULY 2022	CDBG FUNDS FOR PROFESSIONAL SVCS JULY 2022			\$875.00
	INV#2 AUG. 2022	CDBG FUNDS FOR PROFESSIONAL SVCS AUGUST 2022			\$875.00
	INV#3 SEPT. 2022	CDBG FUNDS FOR PROFESSIONAL SVCS SEPTEMBER 2022			\$875.00
	INV#5 NOV. 2022	CDBG FUNDS FOR PROFESSIONAL SVCS NOVEMBER 2022			\$875.00
	INV#6 DEC. 2022	CDBG FUNDS FOR PROFESSIONAL SVCS DECEMBER 2022			\$875.00
292503	08/10/2023	08/17/2023	Accounts Payable	Swank Motion Pictures Inc	\$175.00
	Invoice	Description			Amount
	RG 3423752	MOVIE LICENSE, A MAN CALLED OTTO 8/1/23			\$175.00
292504	08/10/2023	08/15/2023	Accounts Payable	TANNER, BOBBIE, L.	\$150.00
	Invoice	Description			Amount
	COMSTP050823-BT	COMMISSIONER STIPEND FOR MEETING 5/8/23			\$75.00
	COMSTP071723-BT	COMMISSIONER STIPEND FOR MEETING 7/17/23			\$75.00
292505	08/10/2023	08/15/2023	Accounts Payable	Terry J Rodrigues DBA TJR Consulting LLC	\$5,760.00
	Invoice	Description			Amount
	23-551R	CONSULTING SVCS JUNE 2023			\$5,760.00
292506	08/10/2023		Accounts Payable	WALKER, JOHN	\$13.64
	Invoice	Description			Amount
	0823PRIMMETER-JW	PRIME ANNUAL NET ENERGY METERING QUARTER CLEAN UP 2023			\$13.64

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292507	08/10/2023		Accounts Payable	WALKER, MICHAEL, JEROME	\$90.00
	Invoice	Description			Amount
	MWAL-WWK5-23	OFFICIATING SVCS 8/4/23			\$90.00
292508	08/10/2023	08/15/2023	Accounts Payable	West Coast Arborists, Inc	\$14,108.00
	Invoice	Description			Amount
	202343	TREE STUMP REMOVAL			\$500.04
	202343-A	TREE STUMP REMOVAL			\$3.96
	202285	Annual Sidewalk Improvement			\$4,346.00
	202287	Annual Sidewalk Improvement			\$6,576.00
	202822	Annual Sidewalk Improvement			\$2,682.00
292509	08/10/2023	08/17/2023	Accounts Payable	Yao Engineering, Inc.	\$653.00
	Invoice	Description			Amount
	2023.07 PR2001	PROFESSIONAL SVCS JULY 2023, PLANT 3 ELECTRICAL UPGRADES			\$653.00
292510	08/10/2023	08/21/2023	Accounts Payable	ZAVALA, ANGEL	\$120.00
	Invoice	Description			Amount
	AZAV-SUMWK5-23	OFFICIATING SVCS 8/4/23			\$120.00
292511	08/10/2023		Utility Management Refund	AGUILAR, SAMUEL ABDI AREVALO	\$98.24
292512	08/10/2023	08/17/2023	Utility Management Refund	ANGELENO HOMES LLC	\$68.93

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292513	08/10/2023		Utility Management Refund	ARREOLA, ISABEL	\$97.90
292514	08/10/2023	08/21/2023	Utility Management Refund	CADDELL, PORSHA, M	\$81.19
292515	08/10/2023	08/16/2023	Utility Management Refund	GALLEGOS, GRACIELA	\$11.94
292516	08/10/2023	08/22/2023	Utility Management Refund	KANG, YUNG	\$30.51
292517	08/10/2023		Utility Management Refund	PACHECO, LILIA	\$0.75
292518	08/10/2023		Utility Management Refund	PEREZ, JUAN	\$41.54
	Account Type	Description		Transaction Date	Transaction Type
	Single-Family Residential			07/17/2023	Refund Adjustment
292519	08/10/2023	08/16/2023	Utility Management Refund	PEREZ, RAUL	\$59.93
292520	08/10/2023		Utility Management Refund	SALAZAR, ROBERTO	\$84.68
292521	08/10/2023	08/15/2023	Utility Management Refund	THE RJ NOBLE COMPANY	\$49.10
	Account Type	Description		Transaction Date	Transaction Type
	Construction			07/13/2023	Refund Adjustment
292522	08/10/2023	08/15/2023	Utility Management Refund	TORRES, EMILY	\$91.25
292523	08/10/2023	08/22/2023	Utility Management Refund	TRAN, THAO	\$41.32
292524	08/10/2023	08/22/2023	Utility Management Refund	TRINH, RICHARD , S	\$83.38
	Account Type	Description		Transaction Date	Transaction Type
	Single-Family Residential			07/20/2023	Refund Adjustment
292525	08/17/2023	08/22/2023	Accounts Payable	1st Jon Inc	\$6,585.46
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	108366	COMMUNITY GARDENS RESTROOM	8/1/23-8/28/23		\$136.03
	107301	COMMUNITY GARDENS RESTROOM	7/4/23-7/31/23		\$136.03
	108520	PORTABLE RESTROOMS NATIONAL NIGHT OUT	8/4/23-8/5/23		\$1,886.74
	107790	PORTABLE RESTROOMS SHERIFF'S ANNIVERSARY	7/14/23-7/17/23		\$565.76
	108786	STREET FEST RESTROOMS AND HAND WASH STATIONS	8/10/23-8/12/23		\$3,860.90
292526	08/17/2023	08/28/2023	Accounts Payable	3Di, Inc	\$48,500.00
	Invoice	Description			Amount
	PRV-0323-01	Engage Permit Solution -Online Permitting Software			\$48,500.00
292527	08/17/2023	08/28/2023	Accounts Payable	AGUILAR, ESPERANZA	\$15.00
	Invoice	Description			Amount
	837631	REIMBURSEMENT FOR MARIACHI CONCERT 9/16, RAYMOND MELENDEZ			\$15.00
292528	08/17/2023	08/28/2023	Accounts Payable	AGUIRRE, GLORIA, E.	\$75.00
	Invoice	Description			Amount
	COMSTP081023-GA	COMMISSIONER STIPEND FOR MEETING 8/10/23			\$75.00
292529	08/17/2023	08/28/2023	Accounts Payable	American Heritage Life Insurance Co	\$48.64
	Invoice	Description			Amount
	M0163615213	SUPPLEMENTAL LIFE INSURANCE FOR P/E 07/28/23 & 08/11/23			\$48.64
292530	08/17/2023	08/21/2023	Accounts Payable	American Marker	\$325.68

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	10349-23	SHERIFF'S 50TH ANNIVERSARY BANNER			\$59.54
	10359-23	CITY SEALS FOR PODIUMS			\$266.14
292531	08/17/2023	08/22/2023	Accounts Payable	American Water Works Association	\$2,428.00
	Invoice	Description			Amount
	7002130029	AWWA MEMBERSHIP 10/1/23-9/30/24, MEMBER# 00799341			\$2,428.00
292532	08/17/2023	08/23/2023	Accounts Payable	Ansafone Contact Center, Labell Exchange & BTE Com	\$281.23
	Invoice	Description			Amount
	230806069101	AFTER HOURS ANSWERING SVC JULY 2023, WATER DEPT.			\$281.23
292533	08/17/2023	08/22/2023	Accounts Payable	BMG Money, Inc	\$414.16
	Invoice	Description			Amount
	081723	EMPLOYEE DEDUCTION FOR P/E 08/11/23			\$414.16
292534	08/17/2023	08/28/2023	Accounts Payable	Bryan Ramirez (DJ Beatdrop)	\$1,100.00
	Invoice	Description			Amount
	08/25/23	STREET FEST DJ SVCS 8/25/23			\$1,100.00
292535	08/17/2023		Accounts Payable	Central Basin Water Association	\$3,006.87
	Invoice	Description			Amount
	23-24CBWAMEMDUES	2023-24 PRODUCER MEMBERSHIP DUES AND ASSESSMENT			\$3,006.87

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292536	08/17/2023	08/23/2023	Accounts Payable	CPACINC.COM	\$5,936.97
	Invoice	Description			Amount
	SI-1297523	Apple MAC Studio, Pro Display Computer			\$205.07
	SI-1297532	Apple MAC Studio, Pro Display Computer			\$5,731.90
292537	08/17/2023	08/23/2023	Accounts Payable	Crafco, Inc.	\$1,886.59
	Invoice	Description			Amount
	9402993893	ASPHALT MATERIALS			\$1,886.59
292538	08/17/2023	08/24/2023	Accounts Payable	Culligan Water of Santa Ana	\$3.00
	Invoice	Description			Amount
	1329354	WATER SOFTENER SERVICE TRANSPORTATION FEE			\$3.00
292539	08/17/2023	08/22/2023	Accounts Payable	Daniels Tire Service	\$2,264.89
	Invoice	Description			Amount
	200480043	Commercial tires for City Fleet & Equipment			\$2,264.89
292540	08/17/2023	08/23/2023	Accounts Payable	Dept of Resources Recycling and Recovery Acctg	\$8,475.37
	Invoice	Description			Amount
	0823UNSPENTFNDRR	CALRECYCLE OPP12-21-0177 OPP UNSPENT FUNDS			\$8,475.37
292541	08/17/2023	08/28/2023	Accounts Payable	ELISALDEZ, LOUIS	\$150.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	LKELI-SUMWK623	OFFICIATING SVCS 8/11/23 & 8/12/23			\$150.00
292542	08/17/2023	08/18/2023	Accounts Payable	ESCAMILLA FAMILIA ENTERPRISES	\$1,200.00
	Invoice	Description			Amount
	INV0033	800 PALETAS FOR NATIONAL NIGHT OUT 8/4/23			\$1,200.00
292543	08/17/2023		Accounts Payable	Franchise Tax Board	\$50.00
	Invoice	Description			Amount
	081723	EMPLOYEE DEDUCTION FOR P/E 08/11/23			\$50.00
292544	08/17/2023	08/18/2023	Accounts Payable	Guillen, Ana	\$2,610.00
	Invoice	Description			Amount
	2023TUIREIMSUMAG	TUITION REIMBURSEMENT SUMMER 2023			\$2,610.00
292545	08/17/2023	08/22/2023	Accounts Payable	H & L Charter Co.	\$4,013.75
	Invoice	Description			Amount
	28210	CHARTER BUSES FOR CAMP FIELD TRIP TO CRYPTO.COM ARENA			\$4,013.75
292546	08/17/2023	08/22/2023	Accounts Payable	HERNANDEZ, JR., FERNANDO	\$60.00
	Invoice	Description			Amount
	FHER-SUMWK6-23	OFFICIATING SVCS 8/12/23			\$60.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292547	08/17/2023	08/22/2023	Accounts Payable	InfoSend, Inc	\$3,936.79
	Invoice	Description			Amount
	242447	MAIL PREP SVCS 6/2/23-6/29/23			\$953.80
	242448	POSTAGE 6/2/23-6/29/23			\$2,982.99
292548	08/17/2023	08/24/2023	Accounts Payable	L. A. Pressure Supply LLC	\$464.15
	Invoice	Description			Amount
	18688	EQUIPMENT MAINTENANCE SUPPLIES			\$464.15
292549	08/17/2023	08/23/2023	Accounts Payable	LA County Sheriffs Department	\$1,131,548.72
	Invoice	Description			Amount
	240052EC	SHERIFF SVCS JULY 2023			\$1,131,548.72
292550	08/17/2023	08/21/2023	Accounts Payable	Levyng Officer	\$233.39
	Invoice	Description			Amount
	081723	EMPLOYEE DEDUCTION FOR P/E 08/11/23			\$233.39
292551	08/17/2023	08/25/2023	Accounts Payable	Liebert Cassidy Whitmore	\$4,330.50
	Invoice	Description			Amount
	248027	PROFESSIONAL SVCS THROUGH 7/31/23			\$783.00
	248029	PROFESSIONAL SVCS THROUGH 7/31/23			\$3,547.50
292552	08/17/2023		Accounts Payable	Magic Jump Rentals Inc	\$922.70

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	368768	STREET FEST AMUSEMENT JUMPERS 8/25/23			\$922.70
292553	08/17/2023	08/29/2023	Accounts Payable	MARTIN, CHRISTOPHER, L.	\$210.00
	Invoice	Description			Amount
	CLMAR-WWK6-23	OFFICIATING SVCS 8/11/23 & 8/12/23			\$210.00
292554	08/17/2023	08/21/2023	Accounts Payable	Martinez, Vanessa, Vivian	\$75.00
	Invoice	Description			Amount
	COMSTP081023-VM	COMMISSIONER STIPEND FOR MEETING 8/10/23			\$75.00
292555	08/17/2023	08/23/2023	Accounts Payable	Maureen Kane & Associates, Inc	\$1,500.00
	Invoice	Description			Amount
	1282	TTC SERIES 400 COURSE			\$1,500.00
292556	08/17/2023		Accounts Payable	MCA Direct	\$911.21
	Invoice	Description			Amount
	2023053	MINUTE AND RESOLUTION BOOKS			\$911.21
292557	08/17/2023		Accounts Payable	Monica Monique Sanchez	\$228.17
	Invoice	Description			Amount
	0723NALEOCONF-MS	REIMBURSEMENT FOR NALEO CONFERENCE 7/10-7/15/23			\$84.64
	0723ADVOCTRP-MS	REIMBURSEMENT FOR WASHINGTON DC ADVOCACY TRIP 7/24/23			\$143.53

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292558	08/17/2023	08/25/2023	Accounts Payable	Napa Auto Parts	\$571.84
	Invoice	Description			Amount
	193660	MECHANIC SHOP SUPPLIES			\$99.08
	193858	MECHANIC SHOP SUPPLIES			\$164.14
	193862	MECHANIC SHOP SUPPLIES			\$67.56
	193923	MECHANIC SHOP SUPPLIES			\$48.59
	193892	MECHANIC SHOP SUPPLIES			\$65.46
	195730	MECHANIC SHOP SUPPLIES			\$127.01
292559	08/17/2023	08/22/2023	Accounts Payable	Nutrien AG Solutions, Inc	\$346.19
	Invoice	Description			Amount
	52140706	WEED ABATEMENT MATERIALS			\$346.19
292560	08/17/2023	08/22/2023	Accounts Payable	On The Go DJ Pro, Inc	\$350.00
	Invoice	Description			Amount
	1265889	SENIOR CENTER DJ ENTERTAINMENT 8/15/23			\$350.00
292561	08/17/2023		Accounts Payable	Oromill Lumber, Inc.	\$86.90
	Invoice	Description			Amount
	237453	SUPPLIES			\$73.13
	237454	SUPPLIES			\$13.77

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292562	08/17/2023	08/23/2023	Accounts Payable	Pacific Telemanagement Services (PTS)	\$113.00
	Invoice	Description			Amount
	2109524	PAY PHONES FOR PR CITY HALL & PUBLIC LIBRARY AUGUST 2023			\$113.00
292563	08/17/2023	08/21/2023	Accounts Payable	Pantoja, Victor	\$90.00
	Invoice	Description			Amount
	VPAN-SUMWK6-	OFFICIATING SVCS 8/12/23			\$90.00
292564	08/17/2023	08/28/2023	Accounts Payable	Passage Entertainment	\$6,500.00
	Invoice	Description			Amount
	08252023SPPE	STREET FEST SOUND AND AUDIO ENGINEER 8/25/23			\$6,500.00
292565	08/17/2023	08/22/2023	Accounts Payable	PETTY CASH	\$95.01
	Invoice	Description			Amount
	2023PETCASRE0723	REPLENISH PETTY CASH JULY 2023			\$95.01
292566	08/17/2023	08/24/2023	Accounts Payable	Promotional Design Concepts Inc	\$622.91
	Invoice	Description			Amount
	45152	Items for Community Outreach for Historic Whittier Blvd Plan			\$622.91
292567	08/17/2023	08/23/2023	Accounts Payable	RIPPLE PLUMBING	\$90.00
	Invoice	Description			Amount
	0005	BACKFLOW ASSEMBLY TESTING			\$90.00

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292568	08/17/2023	08/22/2023	Accounts Payable	SEACLIFF MECHANICAL SERVICES, LLC	\$131,293.50
	Invoice	Description		Amount	
	5357	Emergency HVAC replacement for Rivera Park Banquet room			\$131,293.50
292569	08/17/2023		Accounts Payable	Seismonos, Inc	\$10,000.00
	Invoice	Description		Amount	
	OZOMATLI8.25.23B	STREET FEST PERFORMANCE, 8/25/23, BALANCE			\$10,000.00
292570	08/17/2023	08/24/2023	Accounts Payable	SEIU Local 721-COPE	\$72.00
	Invoice	Description		Amount	
	081723	COPE FEES FOR P/E 08/11/23			\$72.00
292571	08/17/2023	08/24/2023	Accounts Payable	Soto Entertainment Group	\$3,750.00
	Invoice	Description		Amount	
	PR082523	STREET FEST MUSICAL PERFORMERS 8/25/23			\$3,750.00
292572	08/17/2023		Accounts Payable	State of California Dept of Justice	\$576.00
	Invoice	Description		Amount	
	673111	PRE-EMPLOYMENT LIVE SCANS JULY 2023			\$576.00
292573	08/17/2023		Accounts Payable	Sterling, Bernadette, M.	\$312.00
	Invoice	Description		Amount	

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	144948	ARTS & CRAFTS CLASS, 6/22/23-8/29/23			\$312.00
292574	08/17/2023	08/23/2023	Accounts Payable	Uhaul	\$111.19
	Invoice	Description			Amount
	5402905483	PROPANE FOR ASPHALT MAINTENANCE			\$111.19
292575	08/17/2023	08/29/2023	Accounts Payable	VCS Sound Lighting	\$7,950.00
	Invoice	Description			Amount
	23-005	STREET FEST STAGE, LED SCREENS, LIGHTING 8/25/23			\$7,950.00
292576	08/17/2023	08/22/2023	Accounts Payable	Yao Engineering, Inc.	\$6,179.25
	Invoice	Description			Amount
	202307-23003	PROFESSIONAL SVCS JULY 2023, FIRE DAMAGE ASSESSMENT			\$6,179.25
292577	08/17/2023	08/22/2023	Accounts Payable	YUGAR, PAMELA	\$151.96
	Invoice	Description			Amount
	0423CPRSCONF-PY	MILEAGE REIMBURSEMENT FOR CPRS CONFERENCE			\$151.96
292578	08/17/2023	08/24/2023	Accounts Payable	ZAVALA, ANGEL	\$120.00
	Invoice	Description			Amount
	AZAV-SUMWK6-23	OFFICIATING SVCS 8/11/23			\$120.00
292579	08/17/2023		Accounts Payable	California Building Standards Commission	\$466.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	2022GREENFEE-CBS	2022 GREEN FEE QTR 4, OCT.-DEC.			\$466.00
292580	08/17/2023	08/28/2023	Accounts Payable	CITY OF MONTEBELLO	\$170.00
	Invoice	Description			Amount
	2024-00000002	Reimbursement/5055 Passons Blvd/ City Property as of 3-30-23			\$170.00
292581	08/24/2023	08/28/2023	Accounts Payable	Addison-Miller Inc.	\$85,015.50
	Invoice	Description			Amount
	2304-02	PROFESSIONAL SVCS, ANNUAL SIDEWALK IMPROVEMENTS			\$89,490.00
	2304-02-A	PROFESSIONAL SVCS, ANNUAL SIDEWALK IMPROVEMENTS			(\$4,474.50)
292582	08/24/2023	08/29/2023	Accounts Payable	Atkinson, Andelson, Loya, Ruud & Romo	\$470.93
	Invoice	Description			Amount
	688617	LEGAL SVCS JULY 2023			\$470.93
292583	08/24/2023		Accounts Payable	CARMONA, STEVE	\$207.95
	Invoice	Description			Amount
	0723ADVOCRTP-SC	REIMBURSEMENT FOR WASHINGTON DC ADVOCACY TRIP 7/23/23-7/27/23			\$207.95
292584	08/24/2023		Accounts Payable	Central Basin Municipal Water District	\$116,902.15
	Invoice	Description			Amount
	2023-7	SOUTHEAST WATER RELIABILITY PROJECT			\$116,902.15

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292585	08/24/2023		Accounts Payable	CHAVEZ, JONI	\$15.00
	Invoice	Description			Amount
	837714	REFUND FOR 9/16/23 MARIACHI CONCERT-UNABLE TO ATTEND			\$15.00
292586	08/24/2023		Accounts Payable	City of Santa Fe Springs	\$29,793.15
	Invoice	Description			Amount
	2400091	TRAFFIC SIGNAL MAINTENANCE APRIL THROUGH JUNE 2023			\$29,793.15
292587	08/24/2023	08/29/2023	Accounts Payable	County of Los Angeles Dept of Public Works	\$2,682.85
	Invoice	Description			Amount
	RE-PW23081400383	IW SVCS THROUGH JUNE 2023			\$2,682.85
292588	08/24/2023	08/29/2023	Accounts Payable	DAHLIN GROUP, INC	\$254,080.00
	Invoice	Description			Amount
	2307-042	PROFESSIONAL SVCS THROUGH 7/31/23 SMITH PARK AQUATIC CENTER			\$249,840.00
	2307-043	PROFESSIONAL SVCS THROUGH 7/31/23 PR YOUTH CENTER RENOVATION			\$4,240.00
292589	08/24/2023		Accounts Payable	ELISALDEZ, LOUIS	\$150.00
	Invoice	Description			Amount
	LKELI-SUMWK723	OFFICIATING SVCS 8/18/23 & 8/19/23			\$150.00
292590	08/24/2023		Accounts Payable	ESCOTO, DEBORA	\$80.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	837818	REFUND FOR 23-24 REACH PROGRAM FOR CAMILA CEBRIAN			\$40.00
	837819	REFUND FOR 23-24 REACH PROGRAM FOR DIOGO CEBRIAN			\$40.00
292591	08/24/2023		Accounts Payable	Esther Celiz	\$100.00
	Invoice	Description			Amount
	COMSTP082123-EC	COMMISSIONER STIPEND FOR MEETING 8/21/23			\$100.00
292592	08/24/2023	08/29/2023	Accounts Payable	Ewing Irrigation Products Inc	\$3,161.61
	Invoice	Description			Amount
	20226038	SUPPLIES			\$960.24
	20226280	SUPPLIES			\$972.40
	20226363	SUPPLIES			\$535.83
	20226405	SUPPLIES			\$535.83
	20226699	CREDIT TO ACCOUNT			(\$51.14)
	20226725	SUPPLIES			\$208.45
292593	08/24/2023	08/28/2023	Accounts Payable	Ferguson Enterprises, Inc	\$20,000.00
	Invoice	Description			Amount
	0014348	NEPTUNE INFRASTRUCTURE INSTALL			\$20,000.00
292594	08/24/2023	08/29/2023	Accounts Payable	GATEWAY CITIES COUNCIL OF GOVERNMENTS	\$44,255.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	23/24	MEMDUES-GWC			\$24,255.00
	23-24	STUDYMAJCOR			\$20,000.00
292595	08/24/2023		Accounts Payable	Gateway Water Management Authority	\$95,829.28
	Invoice	Description			Amount
	2024-21	GWMA FY 23-24 ANNUAL MEMBER DUES			\$15,000.00
	LLAR-23-06	Lower Los Angeles River Watershed Group FY 23/24			\$36,842.45
	LSGR-23-11	Lower San Gabriel River Watershed Group FY 23/24			\$43,986.83
292596	08/24/2023		Accounts Payable	Gopher Sport, Gopher Performance, Moving Minds	\$3,499.00
	Invoice	Description			Amount
	IN304456	REACH STAFF TRAINING			\$1,999.00
	IN307871	REACH STAFF TRAINING			\$1,500.00
292597	08/24/2023		Accounts Payable	Guillen, Ana	\$700.00
	Invoice	Description			Amount
	0823REIMDEP-AG	REIMBURSEMENT OF DEPOSIT FOR RETIREMENT LUNCHEON ON 8/30/23			\$700.00
292598	08/24/2023	08/29/2023	Accounts Payable	HDL Coren & Cone	\$4,738.90
	Invoice	Description			Amount
	SIN030584	2022-23 ACFR STATISTICAL PKG & CAL MUNI DOL DEBT RPT			\$1,245.00
	SIN030230	CONTRACT SVCS PROPERTY TAX JULY - SEPTEMBER 2023			\$3,493.90

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292599	08/24/2023	08/28/2023	Accounts Payable	HERNANDEZ, JR., FERNANDO	\$60.00
	Invoice	Description			Amount
	FHER-SUMWK7-23	OFFICIATING SVCS 8/19/23			\$60.00
292600	08/24/2023		Accounts Payable	Infinity Technologies	\$15,808.75
	Invoice	Description			Amount
	1600	ON CALL IT MANAGEMENT JULY 2023			\$15,808.75
292601	08/24/2023	08/28/2023	Accounts Payable	JIMENEZ, ELICED	\$40.00
	Invoice	Description			Amount
	837769	REFUND FOR 23-24 REACH PROGRAM FOR MIGUEL SANDOVAL			\$40.00
292602	08/24/2023		Accounts Payable	JONES, ANDRE	\$90.00
	Invoice	Description			Amount
	AJON-WWK7-23	OFFICIATING SVCS 8/18/23			\$90.00
292603	08/24/2023	08/28/2023	Accounts Payable	L.A. County Metropolitan Trans Authority (TAP)	\$132.96
	Invoice	Description			Amount
	6020642	METRO 30 DAY SENIOR PASS			\$132.96
292604	08/24/2023		Accounts Payable	LEAF CAPITAL FUNDING LLC	\$681.96
	Invoice	Description			Amount
	15117930	COPIER LEASE			\$681.96

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292605	08/24/2023		Accounts Payable	Martinez, Aric, L	\$100.00
	Invoice	Description			Amount
	COMSTP082123-AM	COMMISSIONER STIPEND FOR MEETING 8/21/23			\$100.00
292606	08/24/2023		Accounts Payable	Minuteman Press	\$138.80
	Invoice	Description			Amount
	67859	VARIOUS MAILERS & POSTCARDS FOR PRIME			\$138.80
292607	08/24/2023	08/28/2023	Accounts Payable	On The Go DJ Pro, Inc	\$1,265.00
	Invoice	Description			Amount
	1265890	SENIOR CENTER DJ ENTERTAINMENT 8/22/23			\$350.00
	1267364	SENIOR CENTER EVENT PHOTO BOOTH 8/24/23			\$530.00
	1267390	SENIOR CENTER DJ ENTERTAINMENT 8/24/23			\$385.00
292608	08/24/2023	08/28/2023	Accounts Payable	Pantoja, Victor	\$90.00
	Invoice	Description			Amount
	VPAN-SUMWK7	OFFICIATING SVCS 8/19/23			\$90.00
292609	08/24/2023		Accounts Payable	PARS	\$300.00
	Invoice	Description			Amount
	53730	PARS TRUST ADMINISTRATOR SVCS MONTH ENDING 6/30/23			\$300.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292610	08/24/2023		Accounts Payable	Pico Water District	\$16,732.34
	Invoice	Description			Amount
	2023JUNEPICOWATE	UTILITIES FOR JUNE 2023			\$3,843.61
	2023JUNEPICAWATE	UTILITIES FOR JUNE 2023			\$12,855.67
	2023JUNEPICBWATE	UTILITIES FOR JUNE 2023			\$33.06
292611	08/24/2023		Accounts Payable	Postmaster-Santa Fe Springs Post Office	\$3,200.00
	Invoice	Description			Amount
	2023POSTMASTSEPT	POSTAGE FOR SEPTEMBER 2023, CHECK 1 FY23/27			\$3,200.00
292612	08/24/2023		Accounts Payable	Public Interest Investigations, Inc	\$1,040.00
	Invoice	Description			Amount
	1365	PROFESSIONAL SVCS JUNE 2023			\$1,040.00
292613	08/24/2023		Accounts Payable	Questys Solutions	\$5,339.87
	Invoice	Description			Amount
	QSIMN0000416	ANNUAL SOFTWARE MAINTENANCE & UPGRADE JULY 2023-JUNE 2024			\$5,339.87
292614	08/24/2023	08/29/2023	Accounts Payable	RJN INVESTIGATIONS, INC.	\$5,926.28
	Invoice	Description			Amount
	131188	INVESTIGATION SVCS 7/20/23-8/10/23			\$5,926.28
292615	08/24/2023	08/29/2023	Accounts Payable	Robert Anthony Martinez	\$100.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	COMSTP082123-RM	COMMISSIONER STIPEND FOR MEETING 8/21/23			\$100.00
292616	08/24/2023		Accounts Payable	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER	\$2,625.00
	Invoice	Description			Amount
	INV#10 APR. 2023	CDBG FUNDS FOR PROFESSIONAL SVCS APRIL 2023			\$875.00
	INV#11 MAY 2023	CDBG FUNDS FOR PROFESSIONAL SVCS MAY 2023			\$875.00
	INV#12 JUNE 2023	CDBG FUNDS FOR PROFESSIONAL SVCS JUNE 2023			\$875.00
292617	08/24/2023		Accounts Payable	Tommy Elisaldez	\$100.00
	Invoice	Description			Amount
	COMSTP082123-TE	COMMISSIONER STIPEND FOR MEETING 8/21/23			\$100.00
292618	08/24/2023		Accounts Payable	Urban Futures Inc	\$2,500.00
	Invoice	Description			Amount
	20230821	PROFESSIONAL SVCS			\$2,500.00
292619	08/24/2023		Accounts Payable	WALKER, MICHAEL, JEROME	\$210.00
	Invoice	Description			Amount
	MWAL-SUMWK7	OFFICIATING SVCS 8/18/23 & 8/19/23			\$210.00
292620	08/24/2023	08/29/2023	Accounts Payable	Ware Malcomb	\$18,778.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	756992	PROFESSIONAL SVCS JULY 2023, CITY HALL ADA			\$18,778.00
292621	08/24/2023	08/29/2023	Accounts Payable	Yarisma Rocha	\$100.00
	Invoice	Description			Amount
	COMSTP082123-YR	COMMISSIONER STIPEND FOR MEETING 8/21/23			\$100.00
292622	08/24/2023	08/29/2023	Accounts Payable	ATI Restoration, LLC.	\$87,086.39
	Invoice	Description			Amount
	F661303008-002	Emergency Agreement related to the Golf Course Fire			\$87,086.39
292623	08/24/2023	08/28/2023	Accounts Payable	Tyler Technologies, Inc.	\$1,000.00
	Invoice	Description			Amount
	045-423368	NWS METER EXPORT, AMI TO NWS			\$1,000.00
292624	08/30/2023		Accounts Payable	Addison-Miller Inc.	\$14,967.83
	Invoice	Description			Amount
	FINAL PAYMENT	ANNUAL SIDEWALK IMPROVEMENT			\$15,755.61
	FINAL PAYMENT-A	ANNUAL SIDEWALK IMPROVEMENT			(\$787.78)
292625	08/30/2023		Accounts Payable	Alan's Lawnmower & Garden Center	\$498.45
	Invoice	Description			Amount
	1179602	SMALL TOOLS & EQUIPMENT			\$498.45

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292626	08/30/2023		Accounts Payable	All Supplies Wholesale	\$555.37
	Invoice	Description			Amount
	1027	PLUMBING SUPPLIES			\$555.37
292627	08/30/2023		Accounts Payable	American Marker	\$2,964.84
	Invoice	Description			Amount
	10361-23	STAFF UNIFORMS			\$2,964.84
292628	08/30/2023		Accounts Payable	AMERICAN YOUTH SOCCER ORGANIZATION	\$1,350.00
	Invoice	Description			Amount
	2023-110	PLAYPASS VOUCHERS FOR YOUTH PARTICIPANTS 2023			\$1,350.00
292629	08/30/2023		Accounts Payable	Ansafone Contact Center, Labell Exchange & BTE Com	\$115.66
	Invoice	Description			Amount
	230806025101	PW AFTER HOURS ANSWERING SVCS FOR USAGE JULY 2023			\$115.66
292630	08/30/2023		Accounts Payable	C.S. Legacy Construction, Inc.	\$53,694.49
	Invoice	Description			Amount
	8-2023	PROFESSIONAL SVCS JUNE 2023, WHITTIER BL OVERLAY			\$56,520.52
	8-2023-A	PROFESSIONAL SVCS JUNE 2023, WHITTIER BL OVERLAY			(\$2,826.03)
292631	08/30/2023		Accounts Payable	California Professional Engineering, Inc	\$97,650.12
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	23-3160PR7	PROFESSIONAL SVCS, TRAFFIC SIGNAL UPGRADE			\$102,789.60
	23-3160PR7-A	PROFESSIONAL SVCS, TRAFFIC SIGNAL UPGRADES			(\$5,139.48)
292632	08/30/2023		Accounts Payable	Certifix Live Scan	\$514.00
	Invoice	Description			Amount
	78038	PRE-EMPLOYMENT LIVE SCANS 7/3/23-7/31/23			\$514.00
292633	08/30/2023		Accounts Payable	Daniels Tire Service	\$1,071.98
	Invoice	Description			Amount
	200480675	TIRES FOR CITY FLEET & EQUIPMENT			\$403.86
	200481599	TIRES FOR CITY FLEET			\$532.98
	200481774	TIRES FOR CITY FLEET			\$135.14
292634	08/30/2023		Accounts Payable	Dudek	\$926.25
	Invoice	Description			Amount
	202306503	PROFESSIONAL SVCS JULY 2023, DESIGN STANDARD AND GUIDELINES			\$926.25
292635	08/30/2023		Accounts Payable	EQUIPMENT DIRECT INC	\$3,576.22
	Invoice	Description			Amount
	480632	STAFF SHIRTS			\$3,576.22
292636	08/30/2023		Accounts Payable	Ewing Irrigation Products Inc	\$2,207.53
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	20331310	IRRIGATION AND LANDSCAPING SUPPLIES			\$978.03
	20331314	IRRIGATION AND LANDSCAPING SUPPLIES			\$998.66
	20265883	IRRIGATION AND LANDSCAPING SUPPLIES			\$230.84
292637	08/30/2023		Accounts Payable	Ferguson Enterprises, Inc	\$34,284.32
	Invoice	Description			Amount
	0001444-6	AMI WATER METER LIDS, CIP 50072			\$34,284.32
292638	08/30/2023		Accounts Payable	Ice Star Refrigeration, LLC	\$851.41
	Invoice	Description			Amount
	9507	SMITH PARK ICE MAKER REPAIRS			\$851.41
292639	08/30/2023		Accounts Payable	JOCO CONSTRUCTION - JOE A. RODRIGUEZ, A.	\$405.82
	Invoice	Description			Amount
	0823REFPERMS-JC	REFUND ON PERMITS 2023-1813 & 1817			\$405.82
292640	08/30/2023		Accounts Payable	LA County Sheriffs Department	\$12,916.20
	Invoice	Description			Amount
	240197EC	PRV-TRANSIT/TRANSIENT DEPUTY 7/9/23-7/31/23			\$12,916.20
292641	08/30/2023		Accounts Payable	Martinez, Jon, A	\$120.00
	Invoice	Description			Amount
	JMAR-WWK7-23	OFFICIATING SVCS 8/18/23			\$120.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292642	08/30/2023		Accounts Payable	Minuteman Press	\$3,893.91
	Invoice	Description			Amount
	68047	JOINT RATE COMPARISON MAILERS FOR PRIME			\$3,893.91
292643	08/30/2023		Accounts Payable	Napa Auto Parts	\$2,286.93
	Invoice	Description			Amount
	196389	MECHANIC SHOP SUPPLIES			\$295.45
	197371	MECHANIC SHOP SUPPLIES			\$317.51
	197505	MECHANIC SHOP SUPPLIES			\$304.49
	197510	MECHANIC SHOP SUPPLIES			\$193.80
	197942	MECHANIC SHOP SUPPLIES			\$432.53
	198515	MECHANIC SHOP SUPPLIES			\$47.07
	198790	MECHANIC SHOP SUPPLIES			\$478.31
	198791	MECHANIC SHOP SUPPLIES			\$49.26
	198885	MECHANIC SHOP SUPPLIES			\$168.51
292644	08/30/2023		Accounts Payable	PBS YOUTH SPORTS INC.	\$300.00
	Invoice	Description			Amount
	2023-105	PLAYPASS VOUCHERS FOR YOUTH PARTICIPANTS			\$300.00
292645	08/30/2023		Accounts Payable	Royal Industrial Solutions, City of Industry	\$91.69
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	1075-1155465	SUPLIES			\$91.69
292646	08/30/2023		Accounts Payable	Salgado Tire Service	\$711.65
	Invoice	Description			Amount
	3192	TIRE REPAIR			\$20.50
	3325	TIRE REPAIR UNIT 250			\$330.00
	3349	TIRE REPAIR UNIT 246			\$40.00
	3331	TIRE SVCS			\$80.00
	3129	TIRE SVCS			\$91.15
	3371	TIRE REPAIR UNIT 126			\$20.00
	3367-2023	TIRE MOUNT			\$25.00
	3482	TIRE REPAIR UNIT 209			\$25.00
	3353	TIRE SVCS			\$80.00
292647	08/30/2023		Accounts Payable	School Nutrition Plus	\$24,010.35
	Invoice	Description			Amount
	6094	SUMMER LUNCH PROGRAM JULY 2023, RIVERA PARK			\$3,629.05
	6090	SUMMER LUNCH PROGRAM JULY 2023, PICO PARK			\$7,742.05
	6093	SUMMER LUNCH PROGRAM JULY 2023, SMITH PARK			\$5,465.75
	6092	SUMMER LUNCH PROGRAM JULY 2023, RIO VISTA PARK			\$3,514.25
	6091	SUMMER LUNCH PROGRAM JULY 2023, RIO HONDO PARK			\$3,659.25
292648	08/30/2023		Accounts Payable	Tetra Tech, Inc	\$23,482.60

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	52108405	PROFESSIONAL SVCS THROUGH 7/28/23, WATER MAIN REPLACEMENT			\$23,482.60
292649	08/30/2023		Accounts Payable	West Coast Arborists, Inc	\$21,469.00
	Invoice	Description			Amount
	202503	TREE SVCS 7/1/23-7/15/23			\$5,712.00
	202860	TREE SVCS 7/16/23-7/31/23			\$15,757.00
Type Check Totals:			318 Transactions		<u>\$4,728,246.93</u>

CBC GenOpe - CBC General Operating Totals

EFT

12307	07/27/2023	07/31/2023	Accounts Payable	BKF Engineers	\$19,495.59
	Invoice	Description			Amount
	23051085	PROFESSIONAL SERVICES 04/01/23-04/30/23			\$2,499.09
	23060482	PROFESSIONAL SERVICES 05/01/23-05/28/23			\$3,638.00
	23071281	PROFESSIONAL SVCS 5/29/23-6/30/23, WHITTIER BRIDGE			\$13,358.50
12308	07/27/2023	07/31/2023	Accounts Payable	Chrip Company	\$3,501.84
	Invoice	Description			Amount
	25008	NOTICE OF COMPLETION, RELEASE OF FINAL PAYMENT			\$3,501.84

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12309	07/27/2023	07/31/2023	Accounts Payable	COSTAR REALTY INFORMATION, INC.	\$1,551.38
	Invoice	Description		Amount	
	120380952	REAL ESTATE ONLINE SVCS JULY 2023		\$1,551.38	
12310	07/27/2023	07/31/2023	Accounts Payable	Danielle Eileen Ruiz	\$129.60
	Invoice	Description		Amount	
	144984	BEGINNERS YOGA 7/3/23-7/31/23		\$129.60	
12311	07/27/2023	07/31/2023	Accounts Payable	Eastern County Newspaper Group, Inc.	\$7,255.80
	Invoice	Description		Amount	
	36063	ZONE RECLASS # 328 ENGLISH & SPANISH		\$3,627.90	
	36063-A	LEGAL AD- CIP.50036		\$3,627.90	
12312	07/27/2023	07/31/2023	Accounts Payable	Interwest Consulting Group	\$1,155.00
	Invoice	Description		Amount	
	89274	PROFESSIONAL SERVICES 06/01/23-06/30/23 6501 PASSONS BLVD		\$805.00	
	89275	PROF SVCS 06/01/23-06/30/23, 8101 ROSEMEAD BLVD		\$350.00	
12313	07/27/2023	07/31/2023	Accounts Payable	John L Hunter & Associates Inc.	\$14,319.65
	Invoice	Description		Amount	
	PR1MS412306	NPDES PROGRAM SVC 06/01/23-06/30/23		\$14,319.65	

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12314	07/27/2023	07/31/2023	Accounts Payable	Metro Builders & Engineers Group, Ltd	\$130,863.26
	Invoice	Description		Amount	
	REQUEST 9	PROFESSIONALS SVCS THROUGH 6/30/23, PFAS		\$137,750.80	
	REQUEST 9-A	PROFESSIONAL SVCS THROUGH 5/31/23, PFAS TREATMENT SYSTEMS		(\$6,887.54)	
12315	07/27/2023	07/31/2023	Accounts Payable	Nationwide Environmental Services	\$14,097.48
	Invoice	Description		Amount	
	33364	CATCH BASIN CLEANING SVCS JUNE 2023		\$8,212.50	
	33353	FUEL ADJUSTMENT JUNE 2023		\$5,884.98	
12316	07/27/2023	07/31/2023	Accounts Payable	Public Risk, Innovation, Solutions & Mgmt (PRISM)	\$324,706.00
	Invoice	Description		Amount	
	24500033	PROPERTY PROGRAM FY22/23		\$81,177.00	
	24500033-A	PROPERTY PROGRAM FY23/24		\$243,529.00	
12317	07/27/2023	07/31/2023	Accounts Payable	RSG, Inc	\$6,348.75
	Invoice	Description		Amount	
	1010534	PROFESSIONAL SVCS JUNE 2023, MHP RSO ADMIN SVCS		\$6,348.75	
12318	07/27/2023	07/31/2023	Accounts Payable	S & S LaBarge Golf Inc	\$60,434.59
	Invoice	Description		Amount	
	302	PAYROLL 7/6/23-7/19/23		\$30,646.97	
	300	EXPENSE REIMBURSEMENT JUNE 2023		\$29,787.62	

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12319	07/27/2023	07/31/2023	Accounts Payable	Security Signal Devices	\$2,855.35
	Invoice	Description			Amount
	S-01101674	Monitoring of Alarm System			\$2,855.35
12320	07/27/2023	07/31/2023	Accounts Payable	Shoeteria, Inc.	\$192.10
	Invoice	Description			Amount
	0051499-IN	SAFETY SHOES FOR FRANCISCO SIGALA			\$192.10
12321	07/27/2023	07/31/2023	Accounts Payable	Tanko Streetlighting, Inc	\$6,191.39
	Invoice	Description			Amount
	68986	RETROFIT LED OUTDOOR FACILITES INSTALL 06/2023			\$6,191.39
12322	07/27/2023	07/31/2023	Accounts Payable	TRC ENGINEERS, INC	\$29,491.98
	Invoice	Description			Amount
	41029	PROFESSIONAL SVCS THROUGH 06/30/2023, TS UPGRADES			\$12,311.24
	40739	PROF SVCS THROUGH 05/31/23, LANDSCAPE WHITTIER			\$17,180.74
12323	07/27/2023	07/31/2023	Accounts Payable	Uline	\$985.03
	Invoice	Description			Amount
	165304115	Mobile partition & Monitor Mount for Senior Center			\$985.03
12324	07/27/2023	07/31/2023	Accounts Payable	Varos, Michael	\$90.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	MVAR-WWK3-23JULY	OFFICIATING SVCS 7/22/23			\$90.00
12325	07/27/2023	07/31/2023	Accounts Payable	Vulcan Materials Co.	\$541.67
	Invoice	Description			Amount
	73704625	ASPHALT MAINTENANCE			\$213.05
	73707730	ASPHALT MAINTENANCE			\$113.53
	73710187	ASPHALT MAINTENANCE			\$215.09
12326	07/27/2023	07/31/2023	Accounts Payable	Willdan Engineering	\$13,041.50
	Invoice	Description			Amount
	00625871	PROF SVCS THROUGH 06/30/2023, TRAFFIC ENGINEERING SVCS			\$1,956.00
	00625958	PROF SVCS THROUGH 06/30/2023, PRESSURE RELIEF VALVE			\$2,220.00
	00625954	PROF SVCS THROUGH 06/30/2023, SLURRY AND CAPE SEAL PROJECT			\$116.25
	00625938	PROF SVCS THROUGH 07/25/2023, PR TELEGRAPH BRIDGE REPAIR			\$3,590.25
	00625872	PROF SVCS THROUGH 07/28/23, BIKEWAY ATP TRAFFIC COUNTS			\$2,069.00
	00418750	PROFESSIONAL SVCS THROUGH 6/30/23, HOT SPOTS			\$3,090.00
12327	07/20/2023	07/31/2023	Accounts Payable	Time Warner Cable	\$40.40
	Invoice	Description			Amount
	Import - 6826	RADIO & TELECOMMUNICATION			\$40.40
12328	07/20/2023	07/31/2023	Accounts Payable	Frontier California	\$64.10

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	Import - 6827	Radio & Telecommunication			\$64.10
12329	07/20/2023	07/31/2023	Accounts Payable	So Calif Gas Company	\$45.27
	Invoice	Description			Amount
	Import - 6829	GAS SVC-9633 BEVERLY BLVD-CITY YARD			\$45.27
12330	07/21/2023	07/31/2023	Accounts Payable	Time Warner Cable	\$11.15
	Invoice	Description			Amount
	Import - 6830	RADIO & TELECOMMUNICATION			\$11.15
12331	07/21/2023	07/31/2023	Accounts Payable	So Calif Gas Company	\$596.21
	Invoice	Description			Amount
	Import - 6831	GAS SVC-3260 FAIRWAY DR			\$596.21
12332	07/24/2023	07/31/2023	Accounts Payable	So Calif Gas Company	\$1,877.91
	Invoice	Description			Amount
	Import - 6832	GAS SVC-6767 PASSONS-SVC CTR			\$1,877.91
12333	07/24/2023	07/31/2023	Accounts Payable	Time Warner Cable	\$114.99
	Invoice	Description			Amount
	Import - 6833	RADIO & TELECOMMUNICATION			\$114.99

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12334	07/26/2023	07/31/2023	Accounts Payable	City of Pico Rivera	\$46.31
	Invoice	Description			Amount
	Import - 6834	WATER SVC			\$46.31
12335	07/26/2023	07/31/2023	Accounts Payable	Frontier California	\$60.06
	Invoice	Description			Amount
	Import - 6835	Radio & Telecommunication			\$60.06
12336	07/20/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$14.18
	Invoice	Description			Amount
	Import - 6828	ELECTRIC SVC-9459 WHITTIER BLVD			\$14.18
12337	08/01/2023		Accounts Payable	CALPERS - CERBT, OPEB	\$517,000.00
	Invoice	Description			Amount
	17236805	FY 23/24 OPEB CERBT Contribution			\$517,000.00
12338	07/21/2023	07/31/2023	Accounts Payable	Lowe's	\$7,778.17
	Invoice	Description			Amount
	Import - 6886	BUILDING MAINTANCE SUPPLIES			\$7,778.17
12339	07/28/2023	07/31/2023	Accounts Payable	Office Depot	\$9,633.61
	Invoice	Description			Amount
	Import - 6889	Office Supplies			\$9,633.61

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12340	08/03/2023		Accounts Payable	Advanced Avant-Garde Corp.	\$17,713.75
	Invoice	Description			Amount
	8717	PROFESSIONAL SVCS JUNE 2023, CDBG PROGRAM			\$17,713.75
12341	08/03/2023		Accounts Payable	Aramark	\$3,975.04
	Invoice	Description			Amount
	25451877	STAFF JACKETS			\$476.69
	25455428	STAFF JACKETS			\$848.68
	25461776	STAFF JACKETS			\$462.92
	25474767	STAFF JACKETS			\$540.07
	25475229	STAFF JACKETS			\$914.96
	25482044	STAFF JACKETS			\$731.72
12342	08/03/2023		Accounts Payable	Baker Electric Inc	\$153,912.87
	Invoice	Description			Amount
	PROGRESS PMT 6	PROFESSIONAL SVCS			\$132,232.01
	PROGRESS PMT 6-A	PROFESSIONAL SVCS			(\$6,611.60)
	PROGRESS PMT 7	PROFESSIONAL SVCS			\$29,781.54
	PROGRESS PMT 7-A	PROFESSIONAL SVCS			(\$1,489.08)
12343	08/03/2023		Accounts Payable	BKF Engineers	\$100,028.60
	Invoice	Description			Amount

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	23071228	PROFESSIONAL SVCS 5/29/23-6/30/23, REGIONAL BIKEWAY			\$100,028.60
12344	08/03/2023		Accounts Payable	Cosby Oil Company	\$14,478.90
	Invoice	Description			Amount
	CL96097	FUEL FOR CITY VEHICLES 06/10/23-06/20/23			\$4,807.88
	CL96097-A	FUEL FOR CITY VEHICLES WATER DIVISION 06/10/23-06/20/23			\$1,201.97
	CL96594	FUEL FOR CITY VEHICLES 06/21/23-06/30/23			\$6,775.24
	CL96594-A	FUEL FOR CITY VEHICLES WATER DIVISION 06/21/23-06/30/23			\$1,693.81
12345	08/03/2023		Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES, INC.	\$2,500.85
	Invoice	Description			Amount
	80502437	CITYWIDE COPIERS LEASE 8/1/23-8/31/23			\$2,500.85
12346	08/03/2023		Accounts Payable	Garvey Equipment Company	\$86.43
	Invoice	Description			Amount
	154508	OIL CHANGE ON SPECIAL EVENTS GENERATOR			\$86.43
12347	08/03/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$36.38
	Invoice	Description			Amount
	457033	MAINTENANCE AND TONER EQUIPMENT RIO HONDO PARK			\$18.19
	457034	MAINTENANCE AND TONER EQUIPMENT SENIOR CENTER			\$18.19
12348	08/03/2023		Accounts Payable	Interwest Consulting Group	\$44,042.50

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	88416	PROFESSIONALS SVCS APRIL 2023, EV CHARGING STATION			\$1,567.50
	88417	PROFESSIONAL SVCS MAY 2023, EV CHARGING STATION			\$462.50
	89276	PROFESSIONAL SVCS JUNE 2023, EV CHARGING STATION			\$555.00
	88418	PROFESSIONAL SVCS APRIL 2023, VARIOUS PROJECTS			\$12,122.50
	88419	PROFESSIONAL SVCS MAY 2023, VARIOUS PROJECTS			\$10,430.00
	89277	PROFESSIONAL SVCS JUNE 2023, VARIOUS PROJECTS			\$18,905.00
12349	08/03/2023		Accounts Payable	NASA Services Inc	\$304,375.67
	Invoice	Description			Amount
	2023AUGRUBFEES	RUBBISH ASSESSMENT FOR AUGUST 2023			\$304,375.67
12350	08/03/2023		Accounts Payable	Nationwide Environmental Services	\$28,479.06
	Invoice	Description			Amount
	33261	GRAFFITI ABATEMENT JUNE 2023			\$28,479.06
12351	08/03/2023		Accounts Payable	Nationwide Retirement Solutions	\$4,538.32
	Invoice	Description			Amount
	080323	EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 07/28/23 (401A)			\$4,538.32
12352	08/03/2023		Accounts Payable	Nationwide RS	\$1,114.94
	Invoice	Description			Amount
	080323	PEHP BENEFIT/DEDUCTION FOR P/E 07/28/23			\$1,114.94

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12353	08/03/2023		Accounts Payable	PRMPCEA	\$637.00
	Invoice	Description			Amount
	080323	UNION DUES FOR P/E 07/28/23			\$637.00
12354	08/03/2023		Accounts Payable	SEIU Local 721	\$1,541.78
	Invoice	Description			Amount
	080323	UNION DUES FOR P/E 07/28/23			\$1,541.78
12355	08/03/2023		Accounts Payable	Serrano, Leon	\$1,781.40
	Invoice	Description			Amount
	144992-144995	TIKI TAKA SOCCER CLASSES 7/5/23-7/26/23			\$1,781.40
12356	08/03/2023		Accounts Payable	Southland Transit, Inc.	\$38,347.62
	Invoice	Description			Amount
	PR JUNE-2023	PR DIAL A RIDE SVC JUNE 2023			\$38,347.62
12357	08/03/2023		Accounts Payable	SWPPQUEEN, INC	\$25,200.00
	Invoice	Description			Amount
	2306 #078-001	PW DEPUTY DIRECTOR 2/18/23-6/29/23			\$11,480.00
	2203 #078-002	PROFESSIONAL SVCS JULY THROUGH MARCH FY22/23, SENIOR CENTER ADA			\$13,720.00
12358	08/03/2023		Accounts Payable	Tanko Streetlighting, Inc	\$6,838.77

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	69011	MAINTENANCE AND OPERATION OF STREET LIGHTS JUNE T&M 2023			\$1,140.48
	69012	MAINTENANCE AND OPERATION OF STREET LIGHTS JUNE T&M 2023			\$1,140.48
	69013	MAINTENANCE AND OPERATION OF STREET LIGHTS MAY T&M 2023			\$1,140.48
	69014	MAINTENANCE AND OPERATION OF STREET LIGHTS MARCH T&M 2023			\$1,140.48
	69033	MAINTENANCE AND OPERATION OF STREET LIGHTS MAY T&M 2023			\$2,276.85
12359	08/03/2023		Accounts Payable	The Sherwin-Williams Co.	\$609.57
	Invoice	Description			Amount
	8756-3	PAINT SUPPLIES			\$609.57
12360	08/03/2023		Accounts Payable	TRC ENGINEERS, INC	\$6,957.67
	Invoice	Description			Amount
	41028	PROFESSIONAL SVCS THROUGH 6/30/23, PR LANDSCAPE			\$6,957.67
12361	08/03/2023		Accounts Payable	Varos, Michael	\$90.00
	Invoice	Description			Amount
	MVAR-WWK4-23 JUL	OFFICIATING SVCS 7/29/23			\$90.00
12362	08/03/2023		Accounts Payable	Western Water Works Supply Company	\$120.00
	Invoice	Description			Amount
	1242765-00	SUPPLIES			\$120.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12363	08/03/2023		Accounts Payable	Willdan Engineering	\$47,367.50
	Invoice	Description			Amount
	00229452	PROFESSIONAL SVCS THROUGH 6/30/23, PR INSPECTIONS			\$12,920.00
	00337854	PROFESSIONAL SVCS THROUGH 6/30/23, WASHINGTON BL BRIDGE			\$682.50
	00337855	PROFESSIONAL SVCS THROUGH 6/30/23, FEDERAL REPORTING			\$105.00
	00337856	PROFESSIONAL SVCS THROUGH 6/30/23, MINES AVE REG BIKEWAY			\$682.50
	00337857	PROFESSIONAL SVCS THROUGH 6/30/23, MISC. ENG SVCS			\$54.00
	00418803	PROFESSIONAL SVCS THROUGH 6/30/23, SLURRY SEAL CM			\$2,663.50
	00418782	PROFESSIONAL SVCS THROUGH 6/30/23, ADA CITY HALL			\$10,074.00
	00418775	PROFESSIONAL SVCS THROUGH 6/30/23, PFAS			\$20,186.00
12364	08/03/2023		Accounts Payable	Willdan Financial Services	\$7,879.92
	Invoice	Description			Amount
	010-55467	ANNUAL DISTRICT ADMINISTRATION FY 23/24			\$7,879.92
12365	07/31/2023	07/31/2023	Accounts Payable	Time Warner Cable	\$437.95
	Invoice	Description			Amount
	Import - 6890	RADIO & TELECOMMUNICATION			\$437.95
12366	07/31/2023	07/31/2023	Accounts Payable	Frontier California	\$60.06
	Invoice	Description			Amount
	Import - 6891	Radio & Telecommunication			\$60.06

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12367	07/31/2023	07/31/2023	Accounts Payable	Frontier California	\$60.07
	Invoice	Description			Amount
	Import - 6892	Radio & Telecommunication			\$60.07
12368	08/10/2023		Accounts Payable	Advanced Avant-Garde Corp.	\$10,498.75
	Invoice	Description			Amount
	8718	PROFESSIONAL SVCS JUNE 2023, BUSINESS GRANT PROGRAM			\$493.75
	8718-A	PROFESSIONAL SVCS JUNE 2023, BUSINESS GRANT PROGRAM			\$296.25
	8617	PROFESSIONAL SVCS MAY 2023, BUSINESS GRANT PROGRAM			\$1,016.25
	8620	PROFESSIONAL SVCS MAY 2023, CDBG PROGRAM MANAGEMENT			\$8,692.50
12369	08/10/2023		Accounts Payable	Aramark	\$989.46
	Invoice	Description			Amount
	5860183257	UNIFORM RENTAL SVCS			\$330.05
	5860186067	UNIFORM RENTAL SVCS			\$329.92
	5860188800	UNIFORM RENTAL SVCS			\$329.49
12370	08/10/2023		Accounts Payable	Corporate Image Marketing, Inc	\$199.00
	Invoice	Description			Amount
	2308634	PRIME 800 # FOR JULY 2023			\$199.00
12371	08/10/2023		Accounts Payable	Garvey Equipment Company	\$49.56
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	154577	SUPPLIES			\$49.56
12372	08/10/2023		Accounts Payable	GENERAC POWER SYSTEMS INC.	\$1,192.99
	Invoice	Description			Amount
	70036-1	PARTS AND SUPPLIES			\$1,192.99
12373	08/10/2023		Accounts Payable	Governmentjobs.com, Inc.	\$10,332.15
	Invoice	Description			Amount
	INV-33958	SUBSCRIPTION 7/9/23-7/8/24			\$10,332.15
12374	08/10/2023		Accounts Payable	Home Depot	\$551.33
	Invoice	Description			Amount
	754132694	JANITORIAL SUPPLIES FOR CITY HALL			\$551.33
12375	08/10/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$72.76
	Invoice	Description			Amount
	457253	MAINTENANCE AND TONER EQUIPMENT SENIOR CENTER			\$18.19
	457318	MAINTENANCE AND TONER EQUIPMENT PICO PARK			\$18.19
	457320	MAINTENANCE AND TONER EQUIPMENT SENIOR CENTER			\$36.38
12376	08/10/2023		Accounts Payable	JCL Traffic Services	\$1,276.59
	Invoice	Description			Amount
	120188	SIGNAGE			\$191.84

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	120299	SIGNAGE			\$924.34
	120290	SIGNS			\$160.41
12377	08/10/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$5,424.79
	Invoice	Description			Amount
	194170001-0623	PROFESSIONAL SVCS THROUGH 6/30/23, PR SP/EIR			\$5,424.79
12378	08/10/2023		Accounts Payable	LANDS' END, INC/BUSINESS OUTFITTERS	\$278.56
	Invoice	Description			Amount
	SIN11383151	UNIFORMS			\$278.56
12379	08/10/2023		Accounts Payable	Lu's Lighthouse Inc.	\$2,154.67
	Invoice	Description			Amount
	01247150	SAFETY LIGHTS FOR FLEET			\$2,085.56
	01246277	SAFETY LIGHTS FOR FLEET			\$69.11
12380	08/10/2023		Accounts Payable	Martinez, Ben	\$75.00
	Invoice	Description			Amount
	CPRVSGO-2023	UMPIRE SVCS FOR SENIOR LEAGUE 8/4/23			\$75.00
12381	08/10/2023		Accounts Payable	Nationwide Environmental Services	\$127,802.06
	Invoice	Description			Amount
	33333	STREET SWEEPING SVCS JULY 2023			\$58,452.14

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	33399	BUS SHELTER MAINTENANCE AUGUST 2023			\$20,435.43
	33334	BUS SHELTER MAINTENANCE JULY 2023			\$20,435.43
	33335	GRAFFITI ABATEMENT JULY 2023			\$28,479.06
12382	08/10/2023		Accounts Payable	S & J Supply Co., Inc.	\$622.22
	Invoice	Description			Amount
	S100215270.001	SUPPLIES			\$622.22
12383	08/10/2023		Accounts Payable	Shoeteria, Inc.	\$597.44
	Invoice	Description			Amount
	0051706-IN	SAFETY SHOES FOR KENNER GUERRERO			\$197.44
	0051707-IN	SAFETY SHOES FOR GENE EDWARDS			\$200.00
	0052404-IN	SAFETY SHOES FOR ALEJANDRO GONZALEZ			\$200.00
12384	08/10/2023		Accounts Payable	Southeast Area Social Services Funding Authority	\$4,672.17
	Invoice	Description			Amount
	SASSFA22-23Q2	CDBG SENIOR MEALS OCTOBER 2022 THROUGH DECEMBER 2022			\$4,672.17
12385	08/10/2023		Accounts Payable	Stephen Doreck Equipment Rentals Inc.	\$16,408.35
	Invoice	Description			Amount
	23MS44-01	ON CALL EMERGENCY WATER SYSTEM REPAIR SVCS			\$16,408.35
12386	08/10/2023		Accounts Payable	The Sherwin-Williams Co.	\$206.06

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	8593-0	PAINT SUPPLIES			\$206.06
12387	08/10/2023		Accounts Payable	Underground Service Alert of Southern California	\$372.14
	Invoice	Description			Amount
	23-240319	CA STATE FEE REGULATORY COSTS			\$73.39
	720230532	TICKET CHARGES, DATABASE MAINTENANCE			\$298.75
12388	08/10/2023		Accounts Payable	Water Replenishment District of So. California	\$137,865.84
	Invoice	Description			Amount
	3853-0623	GROUND WATER PRODUCTION & ASSESSMENT JUNE 2023			\$137,865.84
12389	08/10/2023		Accounts Payable	Weck Laboratories Inc.	\$180.00
	Invoice	Description			Amount
	W3F2674	WATER QUALITY SAMPLING			\$180.00
12390	08/10/2023		Accounts Payable	Willdan Engineering	\$13,968.26
	Invoice	Description			Amount
	00625634	PROFESSIONAL SVCS THROUGH 6/30/23, PAVEMENT REHAB			\$13,968.26
12391	08/10/2023		Accounts Payable	WREGIS- Western Renewable Energy Generation Inf S	\$23.00
	Invoice	Description			Amount
	WR39253	RETIRED RENEWABLE ENERGY CREDITS			\$23.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12392	07/28/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$17,777.67
	Invoice	Description			Amount
	Import - 6893	ELECTRIC SVC-9201 WHITTIER BLVD			\$17,777.67
12393	07/28/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$102.14
	Invoice	Description			Amount
	45113	UTILITIES FOR JUNE			\$102.14
12394	07/28/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$21,727.95
	Invoice	Description			Amount
	45114	UTILITIES FOR MAY			\$21,727.95
12395	07/28/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$7,332.81
	Invoice	Description			Amount
	07/07/2023	UTILITIES FOR MAY 2023			\$7,332.81
12396	07/28/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$20,232.65
	Invoice	Description			Amount
	Import - 6897	UTILITIES FOR MAY			\$20,232.65
12397	07/28/2023	07/31/2023	Accounts Payable	So Calif Edison Company	\$20,506.29
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Import - 6898	ELECTRIC SVC-8431 SLAUSON AVE			\$20,506.29
12398	08/15/2023		Accounts Payable	US Bank Corporate Trust Services	\$136,658.34
	Invoice	Description			Amount
	08/15/2023	PR WATER AUTHORITY REVENUE BONDS, 1999 SERIES A FOR AUGUST 2023			\$136,658.34
12399	08/15/2023		Accounts Payable	The Bank of New York Mellon	\$1,483,175.00
	Invoice	Description			Amount
	08/15/2023	2016 LEASE REVENUE RFDG BONDS			\$1,483,175.00
12400	08/16/2023		Accounts Payable	Frontier California	\$137.60
	Invoice	Description			Amount
	Import - 6899	Radio & Telecommunication			\$137.60
12401	08/02/2023		Accounts Payable	Frontier California	\$1,831.35
	Invoice	Description			Amount
	Import - 6933	Radio & Telecommunication			\$1,831.35
12402	08/02/2023		Accounts Payable	US Bank Corporate Trust Services	\$21,708.79
	Invoice	Description			Amount
	20230726	CalCard-July 2023 FY 22/23			\$21,708.79
12403	08/02/2023		Accounts Payable	US Bank Corporate Trust Services	\$50,388.94

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	20230726_1	CalCard- July 2023			\$50,388.94
12404	08/17/2023		Accounts Payable	ABM Building Solutions, LLC	\$10,495.00
	Invoice	Description			Amount
	18386161	HVAC SVCS JULY 2023			\$8,945.00
	18394458	HVAC SVCS 7/27/23			\$1,550.00
12405	08/17/2023		Accounts Payable	Abstract	\$4,080.00
	Invoice	Description			Amount
	9366ACBA-0004	Legislative Bill Tracking&Collaborative Platform 7/1/23-7/1/24			\$4,080.00
12406	08/17/2023		Accounts Payable	Aramark	\$1,050.97
	Invoice	Description			Amount
	5860194281	UNIFORM RENTAL SVCS			\$372.49
	5860191559	UNIFORM RENTAL SVCS			\$349.99
	5860197055	UNIFORM RENTAL SVCS			\$328.49
12407	08/17/2023		Accounts Payable	Basic Benefits LLC	\$425.92
	Invoice	Description			Amount
	IN2828363	FMLA EASE PLUS SVC AUGUST 2023			\$425.92
12408	08/17/2023		Accounts Payable	BSN Sports, LLC	\$2,234.14

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	921874719	ADULT SPORTS SUPPLIES			\$2,234.14
12409	08/17/2023		Accounts Payable	Cobian, Sr., Luis	\$1,147.20
	Invoice	Description			Amount
	145002 006 079	NIPPON KEMPO AND MIXED MARTIAL ARTS 7/5/23-7/27/23			\$1,147.20
12410	08/17/2023		Accounts Payable	Comlock Security Group	\$147.08
	Invoice	Description			Amount
	845966	KEYS			\$147.08
12411	08/17/2023		Accounts Payable	COSTAR REALTY INFORMATION, INC.	\$1,628.95
	Invoice	Description			Amount
	120406220	REAL ESTATE ONLINE SVCS AUGUST 2023			\$1,628.95
12412	08/17/2023		Accounts Payable	Dance Image	\$1,620.00
	Invoice	Description			Amount
	144962-144969	VARIOUS DANCE CLASSES 7/10/23-8/12/23			\$1,620.00
12413	08/17/2023		Accounts Payable	Delta Dental (Delta Care)	\$2,228.22
	Invoice	Description			Amount
	BE005635898	DENTAL SERVICES (DHMO) FOR AUGUST 2023			\$2,228.22

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12414	08/17/2023		Accounts Payable	DIEGO'S AUTO REPAIR	\$9,317.12
	Invoice	Description			Amount
	29481	FLEET & EQUIPMENT MAINTENANCE			\$170.81
	29403	FLEET & EQUIPMENT MAINTENANCE			\$4,544.26
	29394	FLEET & EQUIPMENT MAINTENANCE			\$360.39
	29372	FLEET & EQUIPMENT MAINTENANCE			\$1,421.90
	29370	FLEET & EQUIPMENT MAINTENANCE			\$2,489.76
	29459	FLEET & EQUIPMENT MAINTENANCE			\$330.00
12415	08/17/2023		Accounts Payable	Eastern County Newspaper Group, Inc.	\$3,164.45
	Invoice	Description			Amount
	36096	PUBLIC HEARING ZONE RECLASS 328 RE-PUBLICATION			\$1,213.65
	36096-A	NOTICE INVITING BIDS-YOUTH CENTER RENO			\$1,383.30
	36118	LEGAL AD-UNCLAIMED DEPOSITS			\$567.50
12416	08/17/2023		Accounts Payable	Ennis Paint, Inc	\$909.56
	Invoice	Description			Amount
	433895	PAINT SUPPLIES			\$909.56
12417	08/17/2023		Accounts Payable	Go2Zero Strategies, LLC	\$10,691.50
	Invoice	Description			Amount
	2012821	CALRECYCLE SB1383- GRANT FUND PROGRAM-COMMERCIAL PRODUCTS			\$10,691.50

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12418	08/17/2023		Accounts Payable	GRM Information Management Services, Inc	\$892.15
	Invoice	Description		Amount	
	0484418	MONTHLY ACCT MAINTENANCE FEE JULY 2023		\$20.00	
	0484419	MONTHLY FILE STORAGE JULY 2023, CITY CLERK		\$123.47	
	0484420	MONTHLY FILE STORAGE JULY 2023, CED		\$64.68	
	0484421	MONTHLY FILE STORAGE JULY 2023, FINANCE		\$311.69	
	0484422	MONTHLY FILE STORAGE JULY 2023, PARKS & REC		\$24.20	
	0484423	MONTHLY FILE STORAGE JULY 2023, PW		\$83.66	
	0484424	MONTHLY FILE STORAGE JULY 2023, BLDG DIV.		\$49.47	
	0484425	MONTHLY INITIAL MOVE-IN JULY 2023		\$10.98	
	0485692	MONTHLY SHREDDING SVCS JULY 2023		\$204.00	
12419	08/17/2023		Accounts Payable	Home Depot	\$79.38
	Invoice	Description		Amount	
	756964250	JANITORIAL SUPPLIES FOR CITY YARD		\$79.38	
12420	08/17/2023		Accounts Payable	JCL Traffic Services	\$3,103.38
	Invoice	Description		Amount	
	120459	"NO PARKING" SIGNS		\$298.34	
	120458	RED CURB TRAFFIC PAINT		\$833.77	
	120455	SIGNS FOR STREET SWEEPING		\$298.34	
	120441	SUPPLIES FOR SIGNAGE		\$738.56	
	120558	SUPPLIES FOR SIGNAGE		\$934.37	

City of Pico Rivera
AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12421	08/17/2023		Accounts Payable	Lincoln Financial Group	\$1,527.20
	Invoice	Description			Amount
	080123	SUPPLEMENTAL LIFE INSURANCE FOR AUGUST 2023			\$1,527.20
12422	08/17/2023		Accounts Payable	MSA-Dental Pool	\$9,170.08
	Invoice	Description			Amount
	080123	DENTAL SERVICES (DPPO) FOR AUGUST 2023			\$9,170.08
12423	08/17/2023		Accounts Payable	Multi W. Systems, Inc.	\$14,794.88
	Invoice	Description			Amount
	32330706	CONTRACTED SVCS 5/12/23, EMERGENCY PUMP REPLACEMENT			\$1,100.00
	32330730	REGULAR SEWER PUMP STATION MAINTENANCE			\$4,244.84
	32330943	Emergency Pump replacement for sewer lift stations at Rio Vista			\$9,450.04
12424	08/17/2023		Accounts Payable	Nationwide Cost Recovery Services, LLC	\$564.00
	Invoice	Description			Amount
	PR M114-A	FORECLOSURE REGISTRATION FEES JUNE 2023			\$564.00
12425	08/17/2023		Accounts Payable	Nationwide Environmental Services	\$5,611.26
	Invoice	Description			Amount
	33417	FUEL ADJUSTMENT JULY 2023			\$5,611.26

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12426	08/17/2023		Accounts Payable	Nationwide Retirement Solutions	\$4,979.98
	Invoice	Description			Amount
	081723	EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 08/11/23 (401A)			\$4,979.98
12427	08/17/2023		Accounts Payable	Nationwide RS	\$1,162.62
	Invoice	Description			Amount
	081723	PEHP BENEFIT/DEDUCTION FOR P/E 08/11/23			\$1,162.62
12428	08/17/2023		Accounts Payable	Patricia Saucedo	\$75.00
	Invoice	Description			Amount
	COMSTP081023-PS	COMMISSIONER STIPEND FOR MEETING 8/10/23			\$75.00
12429	08/17/2023		Accounts Payable	PRMPCEA	\$650.00
	Invoice	Description			Amount
	081723	UNION DUES FOR P/E 08/11/23			\$650.00
12430	08/17/2023		Accounts Payable	Red Wing Shoe Store	\$800.00
	Invoice	Description			Amount
	20230810018986	SAFETY SHOES FOR VARIOUS EMPLOYEES			\$800.00
12431	08/17/2023		Accounts Payable	RSG, Inc	\$7,875.00
	Invoice	Description			Amount
	1010637	PROFESSIONALS SVCS 7/3/23-7/25/23, MHP RSO ADMIN SVCS			\$7,875.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12432	08/17/2023		Accounts Payable	S & J Supply Co., Inc.	\$11,580.69
	Invoice	Description			Amount
	S100206195.003	Water Appurtenances- Inventory Parts			\$7,355.44
	S100206195.004	SUPPLIES			\$304.85
	S100215570.001	DEPARTMENT EXPENSE			\$194.83
	S100206195.005	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$1,256.85
	S100215580.001	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$1,673.47
	S100215902.001	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$795.25
12433	08/17/2023		Accounts Payable	SEIU Local 721	\$1,529.19
	Invoice	Description			Amount
	081723	UNION DUES FOR P/E 08/11/23			\$1,529.19
12434	08/17/2023		Accounts Payable	Shoeteria, Inc.	\$600.00
	Invoice	Description			Amount
	0052734-IN	SAFETY SHOES FOR GREG CRUZ			\$200.00
	0053016-IN	SAFETY SHOES FOR JAIRO BARRERAS			\$200.00
	0053217-IN	SAFETY SHOES FOR RONIN LOPEZ			\$200.00
12435	08/17/2023		Accounts Payable	So Calif Edison Company	\$15,951.69
	Invoice	Description			Amount
	0823LNGTRMALLSCE	LONG TERM RENEWABLES VOLUNTARY ALLOCATION-CPUC REQUIREMENT			\$15,951.69

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12436	08/17/2023		Accounts Payable	Southland Transit, Inc.	\$43,635.39
	Invoice	Description			Amount
	PR JULY-2023	PR DIAL A RIDE SVC JULY 2023			\$43,635.39
12437	08/17/2023		Accounts Payable	The Lincoln National Life Insurance Company	\$12,399.26
	Invoice	Description			Amount
	080123	GROUP LIFE, STD & LTD PREMIUMS FOR AUGUST 2023			\$12,399.26
12438	08/17/2023		Accounts Payable	The Sauce Creative Services	\$1,563.28
	Invoice	Description			Amount
	6249	FLYERS FOR VARIOUS CITY EVENTS			\$1,563.28
12439	08/17/2023		Accounts Payable	The Sherwin-Williams Co.	\$19.27
	Invoice	Description			Amount
	8885-0	PAINT SUPPLIES			\$19.27
12440	08/17/2023		Accounts Payable	Vulcan Materials Co.	\$163.30
	Invoice	Description			Amount
	73707731	ASPHALT MAINTENANCE			\$163.30
12441	08/17/2023		Accounts Payable	Waxie Sanitary Supply	\$2,679.37
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	81865763	JANITORIAL SUPPLIES FOR PARKS			\$1,640.29
	81902775	JANITORIAL SUPPLIES FOR PARKS			\$1,039.08
12442	08/17/2023		Accounts Payable	Western Water Works Supply Company	\$8,316.35
	Invoice	Description			Amount
	1243028-00	SUPPLIES			\$67.63
	1243784-00	SUPPLIES			\$660.12
	1243513-00	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$4,928.74
	1244022-00	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$743.22
	1243817-00	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$1,799.94
	1243784-01	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$116.70
12443	07/03/2023		Accounts Payable	Frontier California	(\$139.44)
	Invoice	Description			Amount
	07/03/2023	CREDIT RECEIVED FROM FRONTIER W/O 07/03/23			(\$139.44)
12444	08/24/2023		Accounts Payable	Christina A. Causly	\$90.00
	Invoice	Description			Amount
	145020, 145055	CARDIO KICKBOX & TOTAL BODY WORKOUT 8/9/23-8/23/23			\$90.00
12445	08/24/2023		Accounts Payable	Cosby Oil Company	\$13,753.42
	Invoice	Description			Amount
	CL97227	FUEL FOR CITY VEHICLES 7/1/23-7/10/23			\$4,972.48

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	CL97799	FUEL FOR CITY VEHICLES 7/11/23-7/20/23			\$8,780.94
12446	08/24/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$2,828.23
	Invoice	Description			Amount
	457699	CONTRACT OVERAGE CHARGE 7/17/23-8/16/23			\$2,739.09
	457731	CONTRACT OVERAGE CHARGE 7/18/23-8/17/23			\$89.14
12447	08/24/2023		Accounts Payable	Jason Sperling DBA People Speak, LLC	\$1,600.00
	Invoice	Description			Amount
	PIC-0024	WEBSITE APPLICATION AND MODULES SVCS JULY 2023			\$800.00
	PIC-0025	WEBSITE APPLICATION AND MODULES SVCS AUGUST 2023			\$800.00
12448	08/24/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$13,202.66
	Invoice	Description			Amount
	25620911	PROFESSIONAL SVCS THROUGH 7/31/23, HEU 2021-2029			\$1,912.66
	25188988	PROFESSIONAL SVCS THROUGH 7/31/23, PICO PARK RESTROOM RENOV			\$11,290.00
12449	08/24/2023		Accounts Payable	Lu's Lighthouse Inc.	\$259.08
	Invoice	Description			Amount
	01247378	WINDOW SCHROUD			\$259.08
12450	08/24/2023		Accounts Payable	Martinez, Ben	\$60.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
		SUMFALLWK123		UMPIRE SVCS FOR SENIOR LEAGUE 8/17/23	\$60.00
12451	08/24/2023		Accounts Payable	MRI Software LLC	\$10,778.25
	Invoice	Description			Amount
		MRIUS1511415		ANNUAL SOFTWARE MAINTENANCE & SVC RENEWAL 9/1/23-8/31/24	\$10,778.25
12452	08/24/2023		Accounts Payable	Nationwide Environmental Services	\$58,452.14
	Invoice	Description			Amount
		33398		STREET SWEEPING SVCS AUGUST 2023	\$58,452.14
12453	08/24/2023		Accounts Payable	Ocean Blue Environmental Services, Inc	\$15,424.99
	Invoice	Description			Amount
		38614		HAZARDOUS WASTE CLEAN UP, 9059 TELEGRAPH	\$1,883.29
		38648		HAZARDOUS WASTE CLEAN UP, 9633 BEVERLY RD	\$13,541.70
12454	08/24/2023		Accounts Payable	S & S LaBarge Golf Inc	\$57,623.24
	Invoice	Description			Amount
		304		PAYROLL 7/20/23-8/2/23	\$30,551.42
		303		EXPENSE REIMBURSEMENT JULY 2023	\$27,071.82
12455	08/24/2023		Accounts Payable	Shoeteria, Inc.	\$199.42
	Invoice	Description			Amount
		0053436-IN		SAFETY SHOES FOR CHRIS MADRIGAL	\$199.42

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12456	08/24/2023		Accounts Payable	Stephen Doreck Equipment Rentals Inc.	\$7,235.85
	Invoice	Description		Amount	
	23MS49-01	EQUIPMENT RENTAL FOR EMERGENCY REPAIR, MINES & PARAMOUNT 5/10/23		\$7,235.85	
12457	08/24/2023		Accounts Payable	Waxie Sanitary Supply	\$260.18
	Invoice	Description		Amount	
	81910170	JANITORIAL SUPPLIES FOR PARKS		\$260.18	
12458	08/24/2023		Accounts Payable	Willdan Engineering	\$2,599.50
	Invoice	Description		Amount	
	00337939	PROFESSIONAL SVCS THROUGH 7/28/23 TELEGRAPH RD BRIDGE		\$472.50	
	00337940	PROFESSIONAL SVCS THROUGH 7/28/23 WHITTIER BL STPL 21346		\$972.00	
	00337942	PROFESSIONAL SVCS THROUGH 7/28/23 ENGINEERING SVCS LRSP		\$945.00	
	00337941	PROFESSIONAL SVCS THROUGH 7/28/23, MINES AVE REGIONAL BIKEWAY		\$210.00	
12459	08/24/2023		Accounts Payable	WREGIS- Western Renewable Energy Generation Inf S	\$408.41
	Invoice	Description		Amount	
	WR39811	RETIRED RENEWABLE ENERGY CREDITS		\$408.41	
12460	08/07/2023		Accounts Payable	Verizon Wireless	\$514.58
	Invoice	Description		Amount	
	Import - 7448	RADIO & TELECOMMUNICATION		\$514.58	

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12461	08/07/2023		Accounts Payable	Frontier California	\$1,522.67
	Invoice	Description			Amount
	Import - 7449	Radio & Telecommunication			\$1,522.67
12462	08/09/2023		Accounts Payable	Time Warner Cable	\$250.52
	Invoice	Description			Amount
	Import - 7450	RADIO & TELECOMMUNICATION			\$250.52
12463	08/01/2023		Accounts Payable	Frontier California	\$176.04
	Invoice	Description			Amount
	Import - 7451	Radio & Telecommunication			\$176.04
12464	08/01/2023		Accounts Payable	So Calif Gas Company	\$151.25
	Invoice	Description			Amount
	Import - 7452	GAS SVC-9530 SHADE LN			\$151.25
12465	08/01/2023		Accounts Payable	City of Pico Rivera	\$29,694.79
	Invoice	Description			Amount
	Import - 7453	WATER SVC			\$29,694.79
12466	08/03/2023		Accounts Payable	So Calif Edison Company	\$49.97
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Import - 7454	ELECTRIC SVC-8547 BEVERLY BLVD			\$49.97
12467	08/18/2023		Accounts Payable	Time Warner Cable	\$849.00
	Invoice	Description			Amount
	Import - 7455	RADIO & TELECOMMUNICATION			\$849.00
12468	08/18/2023		Accounts Payable	So Calif Gas Company	\$55.65
	Invoice	Description			Amount
	Import - 7456	GAS SVC-9633 BEVERLY BLVD			\$55.65
12469	08/08/2023		Accounts Payable	Frontier California	\$134.23
	Invoice	Description			Amount
	Import - 7457	Radio & Telecommunication			\$134.23
12470	08/08/2023		Accounts Payable	City of Pico Rivera	\$2,508.43
	Invoice	Description			Amount
	Import - 7458	WTR SVC 8640 BEVERLY BL ISL			\$2,508.43
12471	08/08/2023		Accounts Payable	So Calif Edison Company	\$1,024.75
	Invoice	Description			Amount
	Import - 7459	ELECTRIC SVC-8640 COFFMAN PICO			\$1,024.75
12472	08/11/2023		Accounts Payable	So Calif Edison Company	\$50,883.12

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	Import - 7460	ELECTRIC SVC-9003 TERRADELL ST			\$50,883.12
12473	08/14/2023		Accounts Payable	T-Mobile USA, Inc	\$1,673.24
	Invoice	Description			Amount
	Import - 7462	Radio & Telecommunication For Sept 2022			\$1,673.24
12474	08/14/2023		Accounts Payable	City of Pico Rivera	\$2,874.84
	Invoice	Description			Amount
	Import - 7463	WTR SVC 9536 BRADGATE (OBREGON)			\$2,874.84
12475	08/17/2023		Accounts Payable	Frontier California	\$187.69
	Invoice	Description			Amount
	Import - 7464	Radio & Telecommunication			\$187.69
12476	08/17/2023		Accounts Payable	So Calif Edison Company	\$7,822.18
	Invoice	Description			Amount
	Import - 7466	ELECTRIC SVC-6016 ROSEMEAD BLVD			\$7,822.18
12477	08/17/2023		Accounts Payable	So Calif Edison Company	\$76.23
	Invoice	Description			Amount
	07/21/2023	UTILITIES FOR JULY 2023			\$76.23

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12478	08/30/2023		Accounts Payable	Aramark	\$3,225.72
	Invoice	Description			Amount
	5860199829	UNIFORM RENTAL SVCS			\$329.49
	25512578	CREDIT TO ACCOUNT			(\$1,113.15)
	5860202632	UNIFORM RENTAL SVCS			\$328.99
	25509144	JACKETS FOR FIELD STAFF			\$1,361.74
	25495343	JACKETS FOR FIELD STAFF			\$500.49
	25539276	JACKETS FOR FIELD STAFF			\$600.72
	25492370	JACKETS FOR FIELD STAFF			\$1,217.44
12479	08/30/2023		Accounts Payable	Cobian, Sr., Luis	\$1,392.00
	Invoice	Description			Amount
	145003-145080	NIPPON KEMPO AND MIXED MARTIAL ARTS 8/1/23-8/31/23			\$1,392.00
12480	08/30/2023		Accounts Payable	Cosby Oil Company	\$5,267.59
	Invoice	Description			Amount
	CL99627	FUEL FOR CITY VEHICLES 8/11/23-8/20/23			\$5,267.59
12481	08/30/2023		Accounts Payable	Danielle Eileen Ruiz	\$129.60
	Invoice	Description			Amount
	144985	BEGINNERS YOGA 8/1/22-8/22/23			\$129.60
12482	08/30/2023		Accounts Payable	DIEGO'S AUTO REPAIR	\$3,267.10

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	29502	FLEET & EQUIPMENT MAINTENANCE			\$3,267.10
12483	08/30/2023		Accounts Payable	Eastern County Newspaper Group, Inc.	\$2,088.40
	Invoice	Description			Amount
	36132	LEGAL ADS ON 8/4/23 & 8/11/23			\$2,088.40
12484	08/30/2023		Accounts Payable	Elysian Arts & Events, LLC (SoCa Arts)	\$2,234.40
	Invoice	Description			Amount
	145068-145070	VARIOUS DANCE CLASSES 7/11/23-8/22/23			\$2,234.40
12485	08/30/2023		Accounts Payable	Ennis Paint, Inc	\$4,498.20
	Invoice	Description			Amount
	450920	PAINT SUPPLIES			\$4,498.20
12486	08/30/2023		Accounts Payable	GODINEZ, CHARLENE F.	\$924.00
	Invoice	Description			Amount
	144990-144991	BROADWAY STARS 7/15/23-9/9/23			\$924.00
12487	08/30/2023		Accounts Payable	Home Depot	\$2,176.34
	Invoice	Description			Amount
	759392921	JANITORIAL SUPPLIES FOR CITY YARD			\$2,176.34

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12488	08/30/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$1,890.00
	Invoice	Description			Amount
	25042454	PROFESSIONAL SVCS THROUGH 5/31/23, PR RESTROOM RENOVATION			\$1,890.00
12489	08/30/2023		Accounts Payable	Lu's Lighthouse Inc.	\$92.73
	Invoice	Description			Amount
	01247980	SUPPLIES			\$44.90
	01247161	SUPPLIES			\$47.83
12490	08/30/2023		Accounts Payable	Mariposa Landscapes, Inc	\$2,160.00
	Invoice	Description			Amount
	103463	LANDSCAPE SVCS MAY 2023, EXTRA WORK			\$2,160.00
12491	08/30/2023		Accounts Payable	Rousselle Company Inc.	\$2,070.00
	Invoice	Description			Amount
	2023-001969	PEST CONTROL SVC JULY 2023, RIVERA PARK			\$115.00
	2023-001970	PEST CONTROL SVC JULY 2023, PARKS & REC			\$65.00
	2023-001971	PEST CONTROL SVC JULY 2023, CITY HALL			\$240.00
	2023-001972	PEST CONTROL SVC JULY 2023, HISTORICAL MUSEUM			\$55.00
	2023-001973	PEST CONTROL SVC JULY 2023, SENIOR CENTER			\$65.00
	2023-001974	PEST CONTROL SVC JULY 2023, RIO VISTA PARK			\$65.00
	2023-001975	PEST CONTROL SVC JULY 2023, SMITH PARK			\$85.00
	2023-001976	PEST CONTROL SVC JULY 2023, AL NATIVIDAD CENTER			\$55.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	2023-001977	PEST CONTROL SVC JULY 2023, YOUTH CENTER			\$65.00
	2023-001978	PEST CONTROL SVC JULY 2023, RIO HONDO PARK			\$65.00
	2023-001979	PEST CONTROL SVC JULY 2023, STREAMLAND PARK			\$45.00
	2023-001980	PEST CONTROL SVC JULY 2023, PICO PARK			\$115.00
	2023-002268	PEST CONTROL SVC AUGUST 2023, RIVERA PARK			\$115.00
	2023-002269	PEST CONTROL SVC AUGUST 2023, PARKS & REC			\$65.00
	2023-002270	PEST CONTROL SVC AUGUST 2023, HISTORICAL MUSEUM			\$55.00
	2023-002271	PEST CONTROL SVC AUGUST 2023, CITY HALL			\$240.00
	2023-002272	PEST CONTROL SVC AUGUST 2023, SENIOR CENTER			\$65.00
	2023-002274	PEST CONTROL SVC AUGUST 2023, RIO VISTA PARK			\$65.00
	2023-002273	PEST CONTROL SVC AUGUST 2023, SMITH PARK			\$85.00
	2023-002275	PEST CONTROL SVC AUGUST 2023, AL NATIVIDAD CENTER			\$55.00
	2023-002276	PEST CONTROL SVC AUGUST 2023, YOUTH CENTER			\$65.00
	2023-002277	PEST CONTROL SVC AUGUST 2023, RIO HONDO PARK			\$65.00
	2023-002278	PEST CONTROL SVC AUGUST 2023, STREAMLAND PARK			\$45.00
	2023-002279	PEST CONTROL SVC AUGUST 2023, PICO PARK			\$115.00
12492	08/30/2023		Accounts Payable	S & J Supply Co., Inc.	\$153.55
	Invoice	Description			Amount
	S100216420.001	SUPPLIES FOR PRWA MAINTENANCE AND REPAIR			\$153.55
12493	08/30/2023		Accounts Payable	S & S LaBarge Golf Inc	\$30,561.00
	Invoice	Description			Amount

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	305	PAYROLL 8/3/23-8/16/23			\$30,561.00
12494	08/30/2023		Accounts Payable	Serrano, Leon	\$3,061.20
	Invoice	Description			Amount
	144976-144999	TIKI TAKA SOCCER CLASSES 7/6/23-8/2/23			\$3,061.20
12495	08/30/2023		Accounts Payable	Shoeteria, Inc.	\$200.00
	Invoice	Description			Amount
	0053942-IN	SAFETY SHOES FOR ANDREW MARTINEZ			\$200.00
12496	08/30/2023		Accounts Payable	Silva, Luz	\$560.00
	Invoice	Description			Amount
	08-2023-ZUMBA-LS	ZUMBA CLASS 8/1/23-8/22/23			\$560.00
12497	08/30/2023		Accounts Payable	So Calif Edison Company	\$18,629.25
	Invoice	Description			Amount
	MAY23LNGTRM-SCE	MAY 2023 LONG TERM ALLOCATION			\$18,629.25
12498	08/30/2023		Accounts Payable	Tanko Streetlighting, Inc	\$27,640.10
	Invoice	Description			Amount
	69024	MAINTENANCE AND OPERATION OF STREET LIGHTS JULY 2023			\$4,395.86
	69059	MAINTENANCE AND OPERATION OF STREET LIGHTS JULY T&M 2023			\$570.24
	69060	MAINTENANCE AND OPERATION OF STREET LIGHTS JULY T&M 2023			\$22,674.00

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12499	08/30/2023		Accounts Payable	The Sherwin-Williams Co.	\$3,964.77
	Invoice	Description			Amount
	9180-5	PAINT SUPPLIES			\$1,930.31
	9158-1	PAINT SUPPLIES			\$85.57
	9273-8	PAINT SUPPLIES			\$154.31
	9315-7	PAINT SUPPLIES			\$351.09
	9378-5	PAINT FOR FACILITIES			\$35.47
	9601-0 2023	PAINT SUPPLIES			\$1,377.02
	9620-0	PAINT SUPPLIES			\$31.00
12500	08/30/2023		Accounts Payable	Vulcan Materials Co.	\$179.58
	Invoice	Description			Amount
	73747164	ASPHALT MAINTENANCE			\$179.58
12501	08/30/2023		Accounts Payable	Waxie Sanitary Supply	\$1,536.09
	Invoice	Description			Amount
	81929710	JANITORIAL SUPPLIES			\$1,536.09
Type EFT Totals:					\$4,706,985.18

AP Warrant Register

From Payment Date: 7/3/2023 - To Payment Date: 8/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
--------	------	-------------	--------	------------	--------------------

CBC GenOpe - CBC General Operating Totals

Grand Totals:

Checks	Transaction Amount
	\$4,728,246.93
EFTs	Transaction Amount
	\$4,706,985.18
All	Transaction Amount
	\$9,435,232.11



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: SECOND READING – ADOPTION OF ORDINANCE NO. 1173 APPROVING ZONE RECLASSIFICATION NO. 328 TO APPLY AN R-40 OVERLAY ZONE TO THE HOUSING ELEMENT SITES AND ADOPTION OF ORDINANCE NO. 1174 APPROVING ZONE CODE AMENDMENT NO. 190

Recommendation:

1. Adopt Ordinance No. 1173 approving Zone Reclassification No. 328 to apply an R-40 Overlay Zone to the housing element sites; and
2. Adopt Ordinance No. 1174 approving Zone Code Amendment No. 190.

Fiscal Impact:

There is no fiscal impact.

Discussion:

On August 1, 2023, the City Council introduced Ordinance No. 1173 for a first reading, approving Zone Reclassification No. 328 to apply an R-40 Overlay Zone to 69 sites as required by the City’s adopted 6th Cycle Housing Element (Attachment A). They also introduced Ordinance No. 1174 for a first reading approving Zone Code Amendment No. 190 to establish the R-40 Overlay Zone development standards, amend the zoning code as required by the 6th Cycle Housing Element and adopt objective design standards for mixed use and multifamily development. The project includes an addendum to the 6th Cycle Housing Element Mitigated Negative Declaration (MND).

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 6th Cycle Regional Housing Needs Assessment (RHNA) allocation plan. The Housing Element identified 69 parcels within the City that are suitable and zoned for development.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
SECOND READING – ADOPTION OF ORDINANCE NO. 1173 APPROVING ZONE
RECLASSIFICATION NO. 328 TO APPLY AN R-40 OVERLAY TO THE HOUSING
ELEMENT SITES AND ADOPTION OF ORDINANCE NO. 1174 APPROVING ZONE
CODE AMENDMENT NO. 190
Page 2 of 3

The proposed Zone Reclassification No. 328 will apply an R-40 overlay zone to the 69 parcels thereby increasing their allowable density up to 40 dwelling units per acre. The proposed Zone Code Amendment No. 190 will amend Title 18 Zoning, for the creation of development standards for the R-40 Overlay Zone. It will also amend Title 18 Zoning by creating Objective Design Standards and a streamlined ministerial approval process for affordable housing proposals as required by California Senate Bill 35.

Planning Commission

On June 5, 2023, the Planning Commission held a public hearing and voted 4-0 recommending City Council approval of 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 (Initial Study-Mitigated Negative Declaration). Pursuant to the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15164, a Lead Agency shall prepare an Addendum to an Environmental Impact Report (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€);
- 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)).

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
SECOND READING – ADOPTION OF ORDINANCE NO. 1173 APPROVING ZONE
RECLASSIFICATION NO. 328 TO APPLY AN R-40 OVERLAY TO THE HOUSING
ELEMENT SITES AND ADOPTION OF ORDINANCE NO. 1174 APPROVING ZONE
CODE AMENDMENT NO. 190

Page 3 of 3

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 (ND) 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 the adoption of Ordinance No. 1173, approving Zone Reclassification No. 328 and adopt Ordinance No. 1174 approving Zone Code Amendment No. 190. If adopted, Ordinance 1173 and Ordinance 1174 will become effective 30 days from the adoption date.



Steve Carmona

SC:AB:EF:jj

Enclosures: 1) Ordinance No. 1173
2) Ordinance No. 1174

ORDINANCE NO. 1173

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A ZONE RECLASSIFICATION TO APPLY AN R-40 OVERLAY ZONE 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 12th day of September, 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. 1173 was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, September 12, 2023, 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 ⁽¹⁾	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 ⁽¹⁾	8923 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
10	5272-022-025 ⁽¹⁾	8957 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
11	5272-023-017 ⁽¹⁾	8922 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
12	5272-023-024 ⁽¹⁾⁽²⁾	8914 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
13	5272-023-027 ⁽¹⁾	8924 BEVERLY BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
14	5272-023-030 ⁽²⁾	4425 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
15	5272-023-031 ⁽²⁾	4425 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
16	5272-029-011 ⁽¹⁾	4525 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
17	5272-030-028 ⁽²⁾	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 ⁽¹⁾	6605 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
22	6370-013-021 ⁽¹⁾	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 ⁽¹⁾	8701 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
26	6370-025-009 ⁽¹⁾	8737 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
27	6370-027-014 ⁽¹⁾	8809 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
28	6370-027-018 ⁽¹⁾	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 ⁽¹⁾	6101 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
31	6371-001-027 ⁽¹⁾	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 ⁽¹⁾	6508 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
36	6378-017-004 ⁽¹⁾	6540 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED USE (M-U)	R40-OV
37	6378-019-019 ⁽¹⁾	6750 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
38	6378-019-037 ⁽¹⁾	9055 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
39	6378-019-052 ⁽¹⁾	9033 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
40	6378-019-053 ⁽¹⁾	9049 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
41	6378-019-058 ⁽¹⁾	6730 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
42	6378-019-071 ⁽¹⁾	6722 ROSEMEAD BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
43	6378-019-072 ⁽¹⁾	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 ⁽²⁾	9337 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
46	6378-029-801 ⁽²⁾	9317 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
47	6378-029-802 ⁽²⁾		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 ⁽²⁾	6767 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
49	6379-034-024 ⁽²⁾	9437 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
50	6379-034-025 ⁽²⁾	6750 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
51	6379-034-026 ⁽²⁾	6758 PASSONS BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
52	6379-034-027 ⁽²⁾	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 ⁽²⁾	9315 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
56	6382-021-038 ⁽²⁾	9335 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
57	6382-021-040 ⁽²⁾	9311 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
58	6382-021-041 ⁽²⁾	9335 SLAUSON AVE	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)		R40-OV
59	6383-001-025 ⁽²⁾	9414 WASHINGTON BLVD	COMMERCIAL-GENERAL (C-G)	COMMERCIAL (C)	MIXED- USE (M-U)	R40-OV
60	6383-001-026 ⁽²⁾	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 ⁽¹⁾	8345 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
67	6368-017-003 ⁽¹⁾	8359 TELEGRAPH RD	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
68	6368-017-005 ⁽¹⁾	8432 BIRCHBARK AVE	PROFESSIONAL-ADMINISTRATIVE (P-A)	COMMERCIAL (C)	MIXED-USE (M-U)	R40-OV
69	6368-017-006 ⁽¹⁾	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 6th Cycle Housing Element.

ATTACHMENT "B"



Zone Code Amendments and Zone Reclassification

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

prepared by

City of Pico Rivera

Community and Economic Development Department
6615 Passons Boulevard
Pico Rivera, California 90660
Contact: Estefany Franco, Planner

prepared with the assistance of

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

February 2023



RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

rinconconsultants.com

Zone Code Amendments and Zone Reclassification

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

prepared by

City of Pico Rivera

Community and Economic Development Department
6615 Parsons Boulevard
Pico Rivera, California 90660
Contact: Estefany Franco, Planner

prepared with the assistance of

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

February 2023



RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers

rinconconsultants.com

This report prepared on 50% recycled paper with 50% post-consumer content.

Table of Contents

1	Introduction	1
2	Background	2
2.1	Previously Approved Housing Element Update	2
2.2	Proposed Zone Amendments and Reclassification.....	5
3	Decision Not to Prepare a Subsequent EIR or MND	7
4	Environmental Checklist and Impacts of the Proposed Zone Amendments and Reclassification .	8
4.1	Aesthetics.....	9
4.2	Agriculture and Forestry Resources.....	10
4.3	Air Quality	11
4.4	Biological Resources.....	16
4.5	Cultural Resources	19
4.6	Energy	21
4.7	Geology and Soils	23
4.8	Greenhouse Gas Emissions	24
4.9	Hazards and Hazardous Materials	26
4.10	Hydrology and Water Quality	28
4.11	Land Use Planning.....	30
4.12	Mineral Resources	31
4.13	Noise	31
4.14	Population and Housing.....	36
4.15	Public Services.....	37
4.16	Recreation	39
4.17	Transportation	40
4.18	Tribal Cultural Resources	43
4.19	Utilities and Service Systems	45
4.20	Wildfire.....	49
5	Conclusion.....	50
6	References and Preparers.....	51
6.1	References	51
6.2	List of Preparers	51

Tables

Table 1	Pico Rivera 6 th Cycle Housing Element Update RHNA	2
Table 2	Summary of Sites Inventory.....	6
Table 3	Daily Construction Emissions per Year.....	14
Table 4	Daily Operational Emissions.....	15

Zone Code Amendments and Zone Reclassification

Table 5	Annual Emissions	25
Table 6	Normal Year Supply and Demand Comparison (AF)	46
Table 7	Single Dry Year Supply and Demand Comparison (AF)	47
Table 8	Multiple Dry Years Supply and Demand Comparison (AF)	47

Figures

Figure 1	Regional Location Map	3
Figure 2	Candidate Housing Sites	4

Appendices

Appendix A	CalEEMod Results
Appendix B	VMT Analysis

1 Introduction

This document is an Addendum to the Pico Rivera 6th 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 6th 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 6th 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 6th 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 6th Cycle Housing Element Update on September 27, 2022. For the 2021-2029 6th 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.

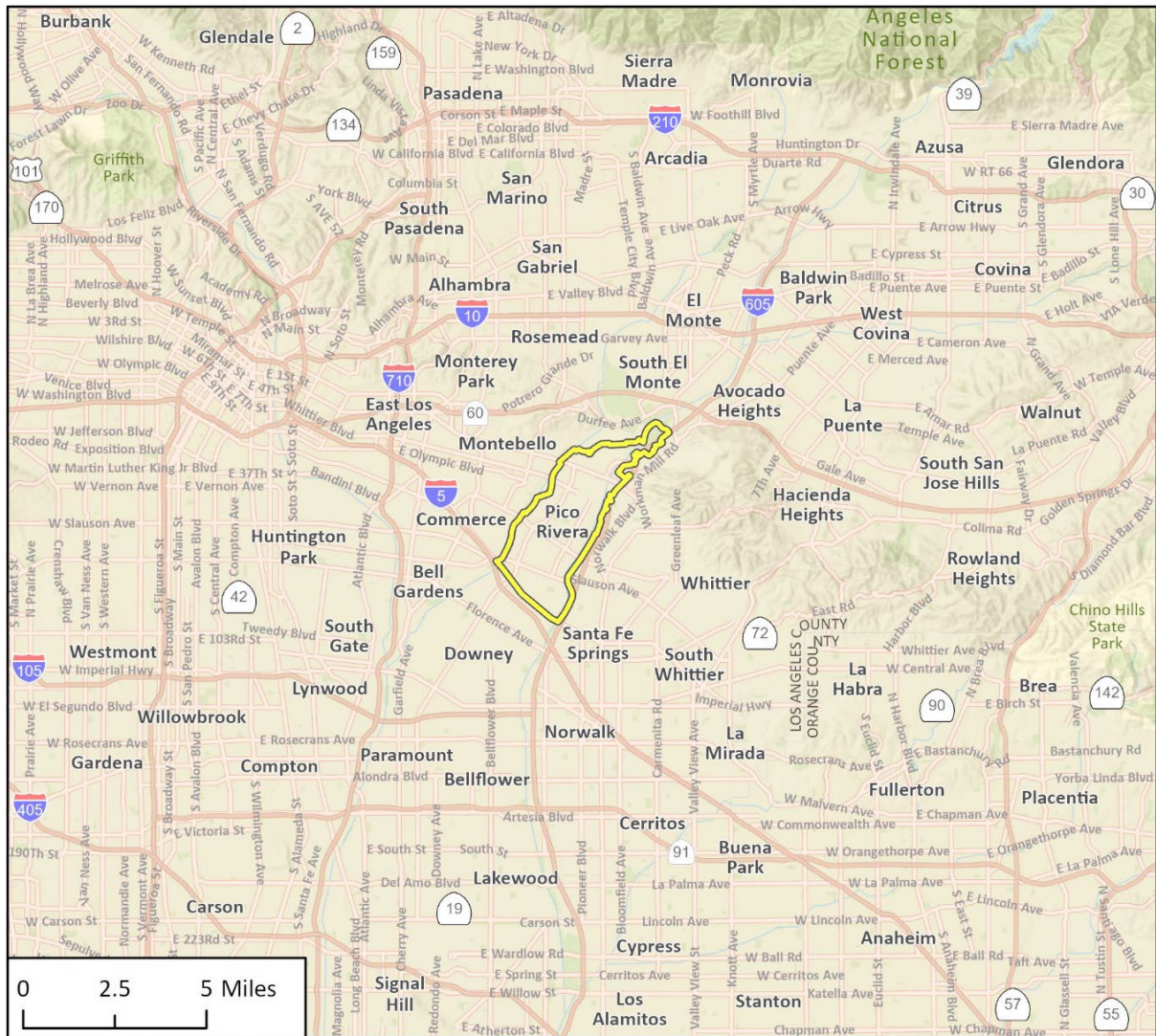
Table 1 Pico Rivera 6th Cycle Housing Element Update RHNA

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%
Total	--	1,024	100%

AMFI = Average Median Family Income

Source: Pico Rivera 2021

Figure 1 Regional Location Map



Imagery provided by Esri and its licensors © 2023.

22-13027 EPS HE
Fig 1 Regional Location

City of Pico Rivera

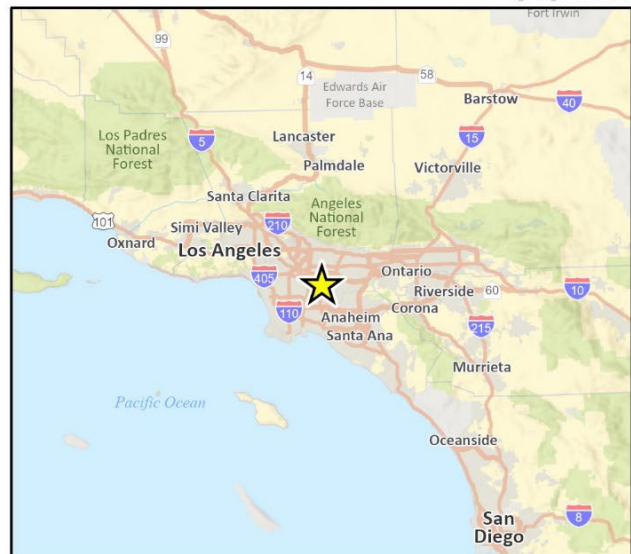
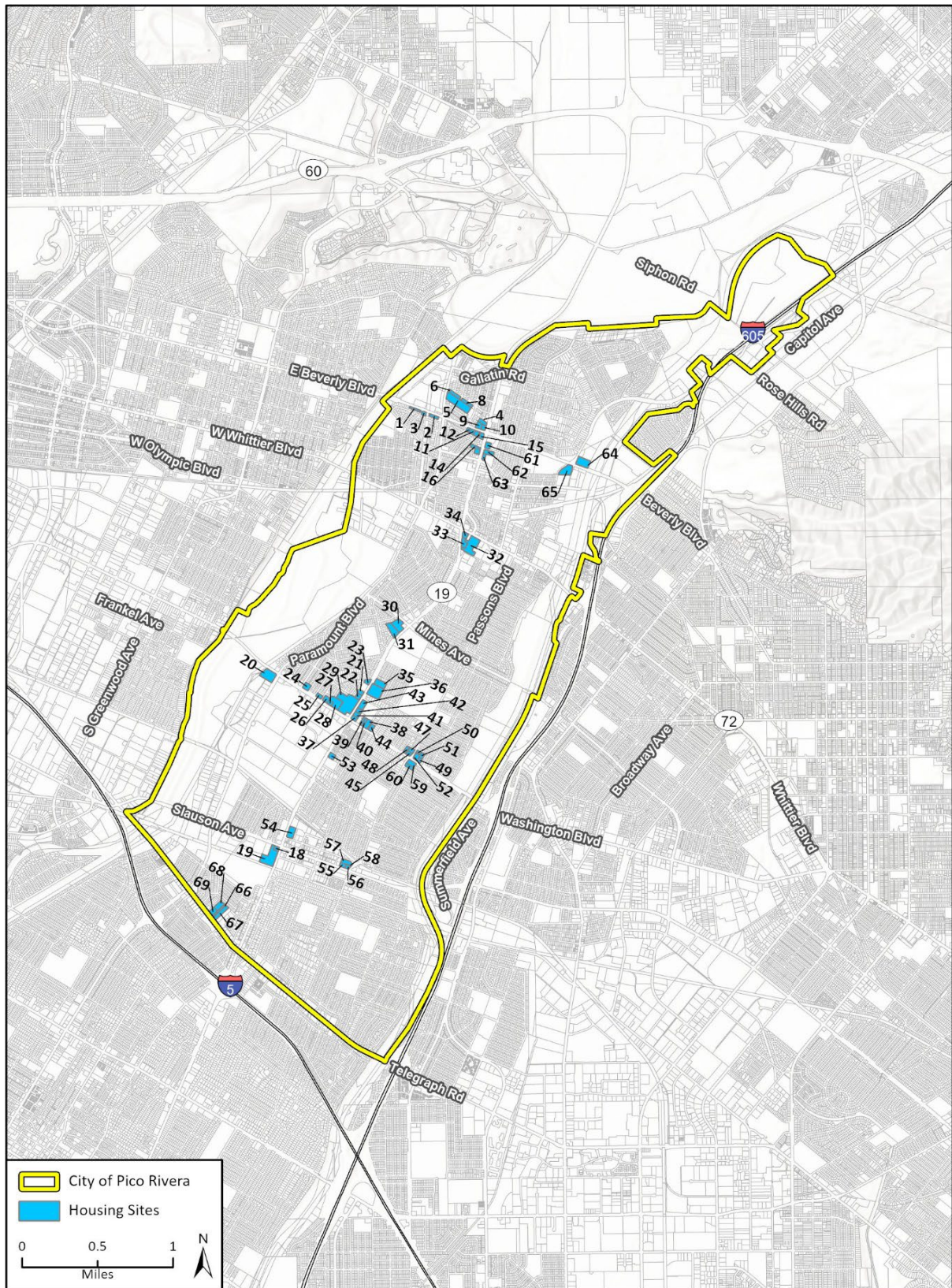


Figure 2 Candidate Housing Sites



Imagery provided by Microsoft Bing and its licensors © 2023.

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 6th 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
Sites Available					
R-40 Overlay Zone	239		371	722	1,332
ADU Production	272		8	120	400
Total Units Available	511		379	842	1,732
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 _x	CO	SO _x	PM ₁₀	PM _{2.5}
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
SCAQMD Thresholds	75	100	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

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.¹ As shown in Table 4, the net emissions would be below the SCAQMD’s regulatory thresholds for criteria pollutants.

¹ 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 _x	CO	SO _x	PM ₁₀	PM _{2.5}
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
Project Total	51.1	36.4	114.0	0.2	3.0	2.9
SCAQMD Thresholds	55	55	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

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

Zone Code Amendments and Zone Reclassification

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_{2e} per year. As shown in Table 5, annual average operational GHG emissions for the proposed Project would be approximately 4,477 MTCO_{2e}.

Table 5 Annual Emissions

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

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.

- 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 6th 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 6th 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
Difference	0	0	0	0	0

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
Difference	0	0	0	0	0

Source: Pico Rivera 2021

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

		2025	2030	2035	2040	2045
First Year	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
Second Year	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
Third Year	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
Fourth Year	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
Fifth Year	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

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

6.1 References

- California Air Pollution Control Officers Association (CAPCOA). 2021. Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity. https://www.airquality.org/ClimateChange/Documents/Handbook%20Public%20Draft_2021-Aug.pdf (accessed February 2023).
- California Energy Commission (CEC). 2021a. Electricity Consumption by Entity. <http://www.ecdms.energy.ca.gov/elecbyutil.aspx> (accessed February 2023).
- _____. 2021b. Gas Consumption by Entity. <http://www.ecdms.energy.ca.gov/gasbyutil.aspx> (accessed February 2023).
- County of Los Angeles Department of Public Works. 2019. Los Angeles County Countywide Integrated Waste Management Plan. <https://dpw.lacounty.gov/epd/swims/ShowDoc.aspx?id=14372&hp=yes&type=PDF> (accessed February 2023).
- Pico Rivera, City of. 2021. Pico Rivera 6th Cycle Housing Element Update Initial Study and Mitigated Negative Declaration. December 2021. <https://www.pico-rivera.org/wp-content/uploads/2022/08/Pico-Rivera-HEU-IS-MND.pdf>. (accessed February 2023).
- Pico Water District (PWD). 2021. 2020 Urban Water Management Plan. <https://www.picowaterdistrict.net/wp-content/uploads/2021/11/Final-Pico-Water-District-2020-UWMP.pdf> (accessed February 2023).
- South Coast Air Quality Management District (SCAQMD). 2019. South Coast AQMD Air Quality Significance Thresholds. <http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf> (accessed February 2023).
- Southern California Association of Governments (SCAG). 2020. The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy of the Southern California Association of Governments. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial-plan_0.pdf?1606001176 (accessed February 2023).

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:

City of Pico Rivera (Lead Agency)

Julia Gonzalez, Deputy Director, Community and Economic Development Department
Estefany Franco, Planner, Community and Economic Development Department

Rincon Consultants, Inc.

Kimiko Lizardi, Principal-In-Charge

Michael Rocque, Project Manager/Senior Environmental Planner

Vanessa Villanueva, CEQA Project Manager/Senior Environmental Planner

Susanne Huerta, Director of Environmental Planning

Antonia Davetas, Associate Planner

Nichole Yee, Associate Planner

Katherine Castanon, GIS Specialist

Translutions, Inc.

Sandipan Bhattacharjee, Principal

This page intentionally left blank.

Appendix A

CalEEMod Results

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report

Table of Contents

1. Basic Project Information

1.1. Basic Project Information

1.2. Land Use Types

1.3. User-Selected Emission Reduction Measures by Emissions Sector

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

2.2. Construction Emissions by Year, Unmitigated

2.4. Operations Emissions Compared Against Thresholds

2.5. Operations Emissions by Sector, Unmitigated

3. Construction Emissions Details

3.1. Demolition (2023) - Unmitigated

3.3. Site Preparation (2023) - Unmitigated

3.5. Grading (2023) - Unmitigated

3.7. Grading (2024) - Unmitigated

3.9. Building Construction (2024) - Unmitigated

3.11. Building Construction (2025) - Unmitigated

3.13. Building Construction (2026) - Unmitigated

3.15. Building Construction (2027) - Unmitigated

3.17. Building Construction (2028) - Unmitigated

3.19. Building Construction (2029) - Unmitigated

3.21. Building Construction (2030) - Unmitigated

3.23. Paving (2030) - Unmitigated

3.25. Architectural Coating (2027) - Unmitigated

3.27. Architectural Coating (2028) - Unmitigated

3.29. Architectural Coating (2029) - Unmitigated

3.31. Architectural Coating (2030) - Unmitigated

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

4.3. Area Emissions by Source

4.3.2. Unmitigated

4.4. Water Emissions by Land Use

4.4.2. Unmitigated

4.5. Waste Emissions by Land Use

4.5.2. Unmitigated

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

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

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

5. Activity Data

5.1. Construction Schedule

5.2. Off-Road Equipment

5.2.1. Unmitigated

5.3. Construction Vehicles

5.3.1. Unmitigated

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

5.5. Architectural Coatings

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

5.6.2. Construction Earthmoving Control Strategies

5.7. Construction Paving

5.8. Construction Electricity Consumption and Emissions Factors

5.9. Operational Mobile Sources

5.9.1. Unmitigated

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

5.10.3. Landscape Equipment

5.11. Operational Energy Consumption

5.11.1. Unmitigated

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

5.13. Operational Waste Generation

5.13.1. Unmitigated

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

5.16.2. Process Boilers

5.17. User Defined

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

5.18.2. Sequestration

5.18.2.1. Unmitigated

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

6.2. Initial Climate Risk Scores

6.3. Adjusted Climate Risk Scores

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

7.2. Healthy Places Index Scores

7.3. Overall Health & Equity Scores

7.4. Health & Equity Measures

7.5. Evaluation Scorecard

7.6. Health & Equity Custom Measures

8. User Changes to Default Data

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Pico Rivera Zone Code Amendments and Zone Reclassification Project Detailed Report, 2/24/2023

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
-----------------------	-----------------	--------	---------	------	------	------	------

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
----------------	-----------	-------------	----------------	---------------	------------	-------------

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
----------------	-----------	----------------	---------------	----------------	------------	-------------

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
----------------	-----------	--------	--------------------------	------------------------------	------------------------------

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
--------------------------	----------------------	---------------	-------------

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
--------------------	---------------	-------------

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
-----------	--------	------------------------------	------------------------------

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
-----------	---------------------------------

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

VMT Analysis



translutions, inc.
17632 Irvine Boulevard, Suite 200,
Tustin, California 92780
Phone (949)656-3131 Fax (949)445-3131
solutions@translutions.com

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
Total	1,732	6,171

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-loops¹ 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

¹ 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 ²
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

² 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.

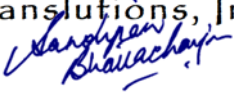
FINDINGS & CONCLUSION

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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾ ₍₂₎	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 ⁽¹⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽¹⁾	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 ⁽²⁾	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

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
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 ⁽¹⁾	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 ⁽¹⁾	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)



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
25	6370-024-033 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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)



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
																		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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽²⁾	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 ⁽²⁾	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.
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
																		the City of Pico Rivera Parks & Recreation Department, and single-family residences across the street.
47	6378-029-802 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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

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
																		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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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 ⁽²⁾	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)



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
																		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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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 ⁽¹⁾	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. 1174

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 6th 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							

ORDINANCE NO. 1174
PAGE 5 of 34

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				

ORDINANCE NO. 1174
PAGE 6 of 34

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
----------	------

ORDINANCE NO. 1174
PAGE 7 of 34

D.	Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	Zone							<u>R-40 Overlay</u>
		P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	
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.	Land Use	Zone							<u>R-40 Overlay</u>
		P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	
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			

ORDINANCE NO. 1174

PAGE 8 of 34

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							
D.	Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
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>

ORDINANCE NO. 1174
PAGE 9 of 34

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	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	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			

ORDINANCE NO. 1174
PAGE 10 of 34

	Land Use	Zone							
		P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
D.	Commercial Uses* (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			

ORDINANCE NO. 1174
PAGE 11 of 34

64.	Muffler shops, automobile only				1	1			
65.	Multifamily dwellings	1, 34, 57			1, 34	1, 34	1, 34	1, 76	<u>1, 76</u>
66.	Newspaper publishing		1					1	<u>1</u>

Land Use		Zone							
D.	Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
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							
D.	Commercial Uses* (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	P-A	C-M	C-N	C-C	C-G	CPD	M-U Overlay	<u>R-40 Overlay</u>
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>

ORDINANCE NO. 1174
PAGE 12 of 34

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	<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	<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>
D.	Commercial Uses* (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>

ORDINANCE NO. 1174
PAGE 13 of 34

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:

[This space intentionally left blank]

ORDINANCE NO. 1174

Regulations	Zone							
	R-E	S-F	R-I	PUD ¹		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)

ORDINANCE NO. 1174
PAGE 18 of 34

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.~~

ORDINANCE NO. 1174

PAGE 24 of 34

~~—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



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: MEMORANDUM OF UNDERSTANDING WITH THE PICO RIVERA CHAMBER OF COMMERCE

Recommendation:

1. Approve a Memorandum of Understanding (MOU) between the City and the Pico Rivera Chamber of Commerce for fiscal year (FY) 2023-24.

Fiscal Impact:

The total cost of \$40,000 has been included in the FY 2023-24 adopted budget within the General Fund (Account No. 100.30.3000-54100).

Discussion:

Since the City of Pico Rivera's (City) incorporation in 1958, the City has been working cooperatively with the Chamber of Commerce (Chamber) to provide opportunities as a dedicated resource for the City's business community. This partnership has been memorialized in an agreement between the two (2) entities in the form of an MOU (Enclosure 1). Included in this MOU is a list of services the Chamber will provide to the Pico Rivera business community through June 30, 2024. Services include facilitation of grand openings, advertising, publicizing, distribution of educational materials, marketing special events and local business support necessary to stimulate the local economy.

As part of the MOU maintenance and oversight, staff reviews quarterly performance and accomplishments. Payment to the Chamber occurs in installments of \$10,000 per quarter and only upon compliance with conditions outlined in the MOU. The MOU between the entities requires the Chamber to submit quarterly invoices with a report of activities to the City for disbursement.

The partnership with the Chamber represents an investment in the Pico Rivera business community. Through Chamber functions, they provide programming for networking,

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
MEMORANDUM OF UNDERSTANDING WITH THE PICO RIVERA CHAMBER OF
COMMERCE
Page 2 of 2

partnership opportunities, resource development, and increased business visibility, among others. The promotion of local businesses will continue to help foster economic stability and growth as businesses adapt to new operational models and market trends. The Pico Rivera business community has endured many challenges throughout the years, and as businesses continue to find resilient ways to thrive, continuity of the Chamber's role in supporting small businesses is crucial. The City intends to continue to foster this relationship with the Chamber through the renewal of an MOU.

Conclusion:

Staff recommends that the City Council approve the MOU and direct staff to undertake the necessary actions to proceed with the execution of the MOU through June 30, 2024.



Steve Carmona

SC:AB:JF:jj

Enclosure: 1) Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2023-24**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and the Pico Rivera Chamber of Commerce, Inc., a California corporation (Entity Number C0353994) commonly referred to and known as the Pico Rivera Chamber of Commerce ("Chamber"). City and Chamber are sometimes herein after individually referred to as a "Party" and collectively referred to as "Parties."

Whereas, the City Council approved the Fiscal Year 2023-24 Budget on June 27, 2023 per Resolution No. 7289; and

Whereas, the approval of the FY 2023-24 Budget authorizes the City Manager to direct the Chamber to implement programs and projects contained in the Scope of Services referenced below; and

Whereas, the City Manager established this MOU outlining the City's requirements governing the use of funds by the Chamber.

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:

1. Chamber Services

The Chamber is responsible to perform all work necessary to complete the services set forth in the Scope of Services (Attachment "A"- herein referred to as the "Scope").

2. Compensation

City agrees to pay Chamber for the services, as noted in the Scope. Chamber agrees that fees for services shall not exceed the authorized amount of \$40,000 (Forty Thousand Dollars), unless City has given specific advance approval in writing. City shall disburse payments to Chamber in four (4) equal payments paid on or before the tenth (10th) calendar day of the month following the end of the quarter during the program fiscal year commencing July 1, 2023. For purposes of this Section, the end of the quarter shall coincide with the following dates:

1st Quarter by October 1st
2nd Quarter by January 1st
3rd Quarter by April 1st
4th Quarter by July 1st

3. Availability of Funds/Modifications

The City's provision of funding to the Chamber pursuant to this MOU is contingent on the availability of program funds in the City's Economic Development Administration (EDA) fund and is subject to amendment or termination due to lack of funds or authorization at the City's sole and absolute discretion. Nothing under this MOU shall be construed as creating any legal obligation on the City to provide funding in the event that funds are no longer available. This MOU is subject to written modification and termination as necessary by the City in accordance with requirements contained in any future Federal or State legislation, regulations or City policy. All other modifications must be in written form and approved by both parties prior to contract execution.

4. Term of MOU

The term of this MOU shall be from July 1, 2023 to June 30, 2024 (herein referred to as the program "Fiscal Year").

5. Commencement of Performance

The Chamber shall not obligate or request disbursement of funds, incur any cost or initiate identified projects which are subject of this MOU, until the provisions of this paragraph have been fully satisfied:

A. Chamber will not commence work under this Agreement until all insurance required under this section has been obtained. Chamber shall furnish the City with the certificates of insurance evidencing the required coverage. The City will be named as additional insured in the general liability policy. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the City of any pending cancellation or modifications of the policy.

a. Workers' Compensation. Chamber shall have in effect during the entire life of this Agreement Workers' Compensation and Employers' Liability Insurance providing full statutory coverage. In signing this Agreement, Chamber makes the following certification required by California Labor Code Section 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Agreement.

b. Liability Insurance. Chamber shall make out and maintain during the life of this Agreement such bodily injury liability and property damage

liability insurance as shall protect the Chamber while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Chamber's work under this Agreement, whether such work be by Chamber or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be one million dollars and no cents (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence. The City, its officers, employees and agents shall be maintained as additional insured on said policy, and a certificate of said coverage shall be delivered to the City before any work commences. All insurance shall be with insurance carriers licensed in the State of California and in good standing with the California Department of Insurance.

6. Designated Representative

(a) The City's representative is as follows:

Name and Title:	Steve Carmona, City Manager
Address:	6615 Passons Boulevard, Pico Rivera, CA 90660
E-mail Address:	Scarmona@pico-rivera.org
Telephone No.:	(562) 801-4371
Fax No.:	(562) 949-0280

(b) The Chamber's representative, who shall be responsible for job performance, negotiations, contractual matters, coordination with the City Representative is as follows:

Name and Title:	Jorge Juarez, President
Address:	5016 Passons Boulevard, Pico Rivera, CA 90660
Organization:	Pico Rivera Chamber of Commerce
E-mail Address:	jjuarez@polycobiz.com
Phone No.:	

The Chamber's services shall be performed by, or shall be immediately supervised by, the Chamber's representative.

7. Assignment

This MOU is for the professional services of the Chamber. Any attempt by the Chamber to assign the benefits or burdens of this MOU without written approval of the City shall be prohibited and shall be null and void.

8. Records, Inspections and Reports

The Chamber shall maintain full and accurate records with respect to all services and matters covered under this MOU. The City shall have free access at all reasonable times to such records, and the right to examine and audit same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. The Chamber shall furnish a final report to the City Manager or the City Manager's designee days following the end of agreement, in such form as it is requested by the City Manager or designee, with such report to include an accurate and complete record of the number and nature of public inquiries and progress and activity information on other goals and business support services required in this Agreement.

9. Covenants and Conditions

Each term and each provision of this MOU to be performed by the Chamber shall be construed to be both a covenant and a condition.

10. Termination

City may terminate this Agreement at any time, with or without cause, by giving 30 days' written notice to Chamber.

11. Effect of Termination

Upon termination, as stated in Paragraph 10 of this MOU, the City shall compensate the Chamber only for work done by the Chamber up to and including the date of termination of this MOU, unless the termination is for cause, in which event the Chamber need be compensated only to the extent required by law.

12. Modification of MOU

This MOU is subject to written modification and termination as necessary by the City in accordance with requirements contained in any future federal legislation and regulations affecting this MOU or funding for programs hereunder. All other tasks described in this MOU and all other terms of this MOU may be modified only upon mutual written consent of the City and the Chamber.

13. Use of the term "City"

Reference to "City" in this MOU includes City Manager or any authorized representative acting on behalf of the City.

14. Notices

All notices given, or required to be given, pursuant to this MOU shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed

to each party's designated representative as set forth above in Section 6. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

15. Permits and Licenses

The Chamber, at its sole expense, shall obtain and maintain during the term of this MOU, all appropriate permits, licenses and certificates that may be required in connection with the performance of services under this MOU. In addition, Chamber shall maintain and remain in good standing with the Secretary of State and Franchise Tax Board. Suspension of corporate status or any permits or licenses shall be cause for termination of remaining funding, at the sole and absolute discretion of the City.

16. Indemnification

Chamber shall defend, indemnify, and hold harmless City and its officers and employees from and against any and all liability claims, suit, loss, damages, costs, and expenses, including attorney's fees arising out of or resulting from any negligent acts, errors, or omissions of Chamber, its officers, employees, agents, or subcontractors in the performance of their services under this Agreement.

17. Waiver

A waiver by the City of any breach of any term, covenant or condition contained in this MOU shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this MOU whether of the same or different character.

18. No Employment Relationship

Chamber is an independent entity from the City. This MOU shall not create or constitute an employment relationship between the City and the Chamber or any of its officers, directors, employees and assigns. The Chamber shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

19. Attorneys' Fees

Should a dispute arise between the parties to this MOU resulting in legal action, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred.

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2023-24

Page 6 of 6

20. Integrated MOU

This MOU, along with Attachment "A," represent the entire MOU between the City and the Chamber and supersedes all preliminary negotiations. No verbal MOU or implied covenant shall be held to vary the provisions of this MOU. This MOU shall bind and inure to the benefit of the parties to this MOU and to any subsequent successors and assigns.

In Witness Whereof, the parties have signed this MOU on the dates set forth below.

APPROVED AS TO FORM:

City of Pico Rivera

By: _____
Steve Carmona, City Manager

Date: _____

Pico Rivera Chamber of Commerce

By: _____
Jorge Juarez, Board President

Date: _____

APPROVED AS TO FORM:

ATTEST:

Arnold Glasman, City Attorney

Cynthia Ayala, Jr. Deputy City Clerk

Budget Approved by City Council Action on June 27, 2023 per Resolution No. 7289.

**ATTACHMENT“A”
SCOPE OF SERVICES
FISCAL YEAR 2023–24**

The Chamber shall administer services in business promotion, marketing, networking and education to the business community about resources, local issues and concerns, and services, as follows:

A. Business Support Services

- I. The Chamber will work with the City of Pico Rivera to develop and maintain an accurate database of businesses in the City of Pico Rivera. This database will serve the Chamber and City in communicating with businesses. The Chamber will use this database to conduct “Business Satisfaction Surveys” to remain informed of ongoing challenges or growth opportunities for Pico Rivera businesses.
- II. The Chamber will work with its membership on targeted business promotion activities that will help strengthen the electronic presence of Pico Rivera businesses including, but not limited to, advertising via email blasts, and advertising on the Chamber of Commerce’s website, social media, and the new Virtual City Hall platform.
- III. The Chamber will plan and coordinate activities designed to promote businesses within the City such as ribbon-cutting ceremonies, grand openings, and ground breakings in partnership with the City of Pico Rivera as this encourages business promotion, encourages businesses to join the Chamber, and represents an opportunity for business owners to meet City leaders such as the Mayor, council members and local legislators.
- IV. The Chamber will plan and coordinate a series of in-person or virtual business seminars, workshops and trainings to inform and educate the business community on a variety of business-related issues, subjects of interest, and resources.
- V. The Chamber will assist the City with promoting and encouraging business participation in the “Shop & Dine Pico Rivera” campaign aimed at encouraging residents to support Pico Rivera businesses for shopping and other services by educating them about the importance of local sales tax revenue.
- VI. In conjunction with the City of Pico Rivera, the Chamber will coordinate interview opportunities for the Chambers “Business of the Month” program, local businesses success stories, in conjunction with the City’s economic development efforts. The City website and the Chamber website, email distribution lists, and social media will serve as a platform for the City and Chamber to highlight business services and technical assistance provided, to keep our businesses thriving.
- VII. The Chamber will work with the City and Pico Rivera Sheriff’s Station to promote and expand the “Business Watch Program”, in addition to speaking opportunities,

the Chamber will include articles related to business crime and safety-related issues in the Chamber E-Newsletter.

- VIII. The Chamber will assist in the development and distribution of materials relating to the City and its projects in the form of a joint physical “Business Welcome Package”, and work with the City to disseminate.

B. Promotion of the City at Events, Marketing Materials

- I. The Chamber of Commerce will organize and/or partner with a non-partisan “Candidate’s Forum” for all City Council, School Board, and Water District races.
- II. The Chamber will organize, promote and stage an “Annual State of the City”.

C. Visitor/General Public Inquiries:

- I. The chamber will provide information services to the public through maintenance of an office. The Chamber staff will be accessible Monday through Friday from 8:30 a.m. to 4:30 p.m. In addition to walk-in traffic, the general public is assisted via phone, email, on-the-field, and virtually. Chamber staff fields calls regarding City services (including trash, water, current Council issues) and local community events.
- II. The Chamber will respond to inquiries in a timely manner and will provide a report of activities to the City, the following are examples of activities:
- a. Inquires requesting City and business information
 - b. Walk-ins requesting general information
 - c. Virtual, mail, fax, email inquiries
 - d. Distribution of City & Chamber materials, including maps, membership directories, brochures and pamphlets.
- III. The Chamber will utilize office space at 5016 Passons Blvd. to distribute and disseminate appropriate information about City programs and services.
- IV. The Chamber will maintain a website, www.PicoRiveraChamber.org, providing residents and businesses access to information about the Chamber, the City of Pico Rivera and the business community at all times. The Chamber Calendar will be posted on the website which lists the dates of all City-wide events that are submitted for posting. The website shall be updated on a timely basis.
- V. The Chamber will produce and maintain City, visitor and business information materials, such as a membership directory and City map.
- VI. The Chamber will establish distribution channels, such as local businesses, community centers, libraries, social media, website etc. to deliver information of City and Chamber events.



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 22-2138 WITH DUDEK FOR THE COMPREHENSIVE UPDATE OF TITLE 18, THE ZONING CODE, OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1. Approve Amendment No. 1 to Professional Services Agreement (PSA) No. 22-2138 with Dudek (Consultant) to increase the compensation by \$213,940, for a total not-to-exceed amount of \$513,940 for the comprehensive update of Title 18, the Zoning Code; and
2. Authorize the City Manager to execute the amendment to the PSA with the Consultant, in a form approved by the City Attorney for a term of one (1) year with a second-year extension if required.

Fiscal Impact:

Sufficient funding is available in the FY 2023-24 adopted budget, within the General Fund Account No. 180.30.3010-54400 (Professional Services). No additional appropriations are needed at this time.

Background:

On November 8, 2022, the City entered into a Professional Services Agreement with Dudek to prepare City-wide Design Standards and Guidelines for residential, commercial, industrial, and mixed-use development. The completion of this task would communicate the City's design expectations for high-quality development. Design guidelines function to preserve and enhance the desired character of existing neighborhoods and improve the aesthetic and functional quality of new development projects. To understand the City's regulatory framework, the consultant team reviewed Title 18 of the Municipal Code, the Zoning Code, for approaches to drafting and incorporating the new standards and guidelines into the existing section of the Code.

The last comprehensive update to the City's zoning code was in 1993 and has only been modified through a series of smaller amendments over the past 30 years. Toward that

end, the first phase of the project has identified several challenges including the redundant and verbose text, an inefficient note system used for development regulations and land uses and the disparate and antiquated approach to current development standards found throughout the Code. This has posed challenges in implementing new amendments to an older code with outdated terminology and organized in a manner that is cumbersome to navigate.

Discussion:

The comprehensive zoning code will create a contemporary user-friendly document that addresses the demands of a modern city. The update is also timely in that it will allow the efficient application of the forthcoming Design Standards and Guidelines for each land use type. The update will be consistent with the City's adopted General Plan as well as State and Federal requirements. Below are some of the zoning text amendments included in the update:

- Parking
- Outdoor lighting
- Massage Parlors
- Car Washes
- Auto Repair Shops
- Recycling Centers
- Animals/Poultry/Livestock
- Water Efficient Landscape
- Shopping Carts
- Shopping Center Maintenance
- Drive-Throughs
- Outdoor Dining

City staff recommend an amendment to the existing Professional Services Agreement with Dudek to include the comprehensive update of Title 18, the Zoning Code, of the Pico Rivera Municipal Code (PRMC).

Procurement

City staff considered all procurement options including a Request for Proposal (RFP) process but concluded that there were cost savings working with Dudek. In 2022, Dudek was awarded the contract to develop citywide design standards and guidelines. Dudek has worked with City staff for the past nine (9) months on this task and during that time have become intimately familiar with the Pico Rivera General Plan, Specific Plans and the Zoning Ordinance. An RFP process for the comprehensive update of the zoning code would invariably delay the project given that a new firm would need additional time to familiarize themselves with the same policy documents. Moreover, there would be a significant level of redundancy working with potentially two (2) firms on overlapping subjects/tasks; design standards/guidelines development and zoning code update. Working with Dudek on both tasks would allow for immediate time and cost saving because of the work completed in the last nine (9) months and their familiarity with the subject matter. To capitalize on Dudek's familiarity with the zoning code, staff saw it most efficient to expand Dudek's current scope to include the comprehensive zoning code update reflective of Dudek's work with other jurisdictions. Dudek has offered the City of

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 22-2138
WITH DUDEK FOR THE COMPREHENSIVE UPDATE OF TITLE 18, THE ZONING
CODE, OF THE PICO RIVERA MUNICIPAL CODE
Page 3 of 4

Pico Rivera the same services and billing rates as their existing services contract with the City of Pismo Beach Department of Community Development. The existing contract between Dudek and the City of Pismo Beach was entered into agreement on April 18, 2019, and includes “Task 4 Zoning Code/Implementation Plan Update.” The contract between Dudek and the City of Pismo Beach was solicited on an open-competitive basis in accordance with applicable Federal, State and County requirements. The Request for Proposal (RFP) was properly noticed and was subsequently received and evaluated according to RFP criteria by an evaluation committee. The contract was awarded to Dudek as the highest-rated, lowest cost, apparent responsive, and responsible proposer.

The PRMC Subsection (D) of Section 3.20.030 provides an exemption to competitive bidding for purchases made “by, through, or in concert with another public agency” if the purchase was made in compliance with state laws or local rules. As stated above, the City of Pismo Beach procurement process for Dudek’s services was done through a competitive RFP process and in compliance with its local rules. Through its 40 years of experience and the City of Pismo Beach bidding and evaluation procedure, Dudek has demonstrated competence and the professional qualifications necessary for the satisfactory performance of the comprehensive update of Tile 18, the Zoning Code, of the PRMC. Thus, the City Council may award this professional services agreement in accordance with statutory authorities and the PRMC.

Environmental Analysis:

The amendment to the professional service agreement with Dudek is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Approval of the revised agreement does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Conclusion:

Staff recommends that the City Council execute Amendment No. 1 to the Professional Services Agreement No. 22-2138 with Dudek increasing the contract amount for a new total not-to-exceed amount of \$513,940.



Steve Carmona

SC:AB:EF:jj

Enclosures: 1) Amendment No. 1 Professional Services Agreement No. 22-2138

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 22-2138
WITH DUDEK FOR THE COMPREHENSIVE UPDATE OF TITLE 18, THE ZONING
CODE, OF THE PICO RIVERA MUNICIPAL CODE
Page 4 of 4

- 2) Professional Services Agreement No. 22-2138
- 3) Contract between Dudek and City of Pismo Beach
- 4) Dudek 2019 Standard Rate Sheet
- 5) City of Pismo Beach Request for Proposal Document
- 6) City of Pismo Beach Agenda Report and Minutes

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK, AGREEMENT NO. 22-2138**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 22-2138 FOR PROFESSIONAL SERVICES WITH DUDEK, (“Amendment No. 1”), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA (“CITY”), and DUDEK, (“CONSULTANT”).

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the “PARTIES”) have previously executed that certain *Agreement No. 22-2138 Professional Services Agreement Between the City of Pico Rivera and Dudek*, dated November 9, 2022 (“Agreement”) relating to professional services in the City of Pico Rivera.
- B. Pursuant to Sections 4 of the Agreement, the PARTIES desire to extend the Expiration Date of the Agreement until November 21, 2024.
- C. Pursuant to Section 5.1 of the Agreement, the PARTIES desire to amend Sections 3 and 5.1 of the Agreement as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF CONSULTANT’S SERVICES AND FEE SCHEDULE.

The “Scope of Services” included under Section 3.1 and Exhibit A of the Agreement shall hereby be replaced by the Consultant’s May 24, 2023 Scope of Services attached hereto as Exhibit “A-1”. The “Approved Fee Schedule” included under Section 3.2 and Exhibit B of the Agreement shall hereby be replaced by the Consultant’s July 14, 2023, Fee Schedule attached hereto as Exhibit “B-1”. Exhibits A-1 and B-1 are hereby incorporated by reference into the Agreement.

2. MODIFICATION OF CONSULTANT’S COMPENSATION.

As consideration for the Services provided under Exhibit A-1, Consultant shall be compensated in accordance with Approved Fee Schedule set forth in Exhibit “B-1” and the total compensation and costs payable to Consultant under Section 5.1 of the Agreement shall be increased to an amount not-to-exceed Five Hundred Thirteen Thousand Nine Hundred and Forty Dollars (**\$513,940.00**).

3. EXTENSION OF TERM.

Pursuant to Section 4 of the Agreement, the “Expiration Date” of the Agreement under Section 3.4 is hereby extend to November 21, 2024.

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall be effective as of September 12, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
DUDEK

Steve Carmona, City Manager

Title: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM

Cynthia Ayala, Jr. Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

City of Pico Rivera

Proposed Scope of Work for the Comprehensive Zoning Code Update (Amendment to Scope of Work for Citywide Objective Design Standards and Guidelines)

TASK 1: PROJECT MANAGEMENT AND COORDINATION

TASK 1.1 PROJECT MANAGEMENT AND COORDINATION

The Dudek project manager will schedule and facilitate ongoing virtual meetings as needed with task leads and City staff to review work conducted, plan for upcoming tasks and milestones, and ensure that the project remains on time and within budget and preparation of monthly invoices. Meeting frequency will be biweekly check-in meetings with City Staff until the completion of the project with (36) coordination meetings. Dudek assumes these meetings will be conducted virtually and will provide the City with Zoom video conferencing lines.

Task 1.1 Deliverables

- Up to a total of (36) 1-hour coordination meetings
- Monthly invoices per the specifications of the City

TASK 1.2 KICK OFF MEETING AND CITY TOUR

Dudek will schedule and conduct a project kickoff meeting within two (2) weeks of the notice to proceed. This meeting will be structured in two parts, with the first devoted to a kickoff meeting and the second devoted to a city tour. The kickoff meeting provides the project team a forum to share aspirations and establish relationships that will last through the life span of the project. This meeting will be structured with client staff and key project partners and will serve the following purposes:

- Confirm project expectations and goals
- Establish roles, responsibilities, and chain of communication protocols, and project team coordination strategy
- Discuss the scope of work, deliverables, schedule, and milestones, and grant funding reporting requirements, as relevant
- Review and learn about related studies and plans, including Pico Rivera's Housing Element 2021–2029
- Obtain available client-supplied data, maps, documents, and other related information
- Establish collaboration tools for information sharing and document delivery
- Discuss engagement goals and potential Working Group participants

To gain additional insight related to community character and recent development projects, Dudek will also attend an in-person city tour of the city led by City Staff. The city tour will provide Dudek with the foundational background and context needed to prepare citywide objective design standards and guidelines for residential, mixed-use, commercial, and industrial uses that are reflective of the city's existing community and character.

Task 1.2 Deliverables

- One (1) combined in-person kickoff meeting and city tour held over the course of a day, led by City Staff and attended by select Dudek key personnel

TASK 2: EXPANDED REVIEW AND EVALUATION

TASK 2.1 CITY STAFF INTERVIEWS

2.1.1 City Staff Interviews Round 1

Dudek values the insight that City staff has to offer as those who are implementing the zoning code on a day-to-day basis. Therefore, Dudek will conduct interviews with key City staff from the Community and Development Department, Public Works Department, or other relevant departments to get a better understanding of the existing technical issues or interpretations from City staff; concerns, effectiveness, and usability of the existing design standards, guidelines, processes, and enforcement; and overall aspirations for the project. The feedback received from City staff during these open and informal interviews will be used to identify areas of opportunities, highest priorities for the project, and staff's overarching desires for the project. Dudek assumes that the City Staff interviews will be scheduled via Zoom. The City will identify potential interviewees and be responsible for scheduling interviews. Dudek staff will facilitate interviews and take notes.

Task 2.1.1 Deliverables

- Up to four (4) 30-minute City Staff interviews. The City will identify potential interviewees and be responsible for scheduling interviews. Dudek staff will facilitate interviews and take notes.

2.1.2 City Staff Interviews Round 2

Building off the staff interviews in Task 2.1.1 for the implementation of design standards and guidelines, Dudek will conduct a second round of two (2) 1-hour interviews with key City staff from the Community and Development Department, Public Works Department, or other relevant departments to identify additional issues, challenges, opportunities, and present best practices and approach for overall City zoning code. The feedback received from City staff during these open and informal interviews will be used to identify areas of opportunities and highest priorities that the zoning code update should address. Dudek assumes that the City Staff interviews will be scheduled via Zoom. The City will identify potential interviewees and be responsible for scheduling interviews. Dudek staff will provide interview questions prior to the interview meeting, facilitate interviews, and take notes. A summary of key interview takeaways to be incorporated into Expanded Code Diagnostic Analysis.

Task 2.1.2 Deliverables

- (2) 1-hour interviews with key City staff with key findings and recommendations to be incorporated into the Expanded Code Diagnostic Analysis.

TASK 2.2 GENERAL PLAN CONSISTENCY REVIEW

Dudek will work closely with City staff to develop a comprehensive understanding of the existing regulatory framework for development in the City. Our team will conduct a thorough review of the General Plan to confirm consistency with goals and implementation policies, assess for conflicts/inconsistencies related to land use and intensities/densities, and identify locations for zone changes, consolidation of zones, application of existing base zones, or creation of new zones. The General Plan will also be reviewed for consistency with State law. The summary of General Plan Consistency Review be incorporated into Expanded Code Diagnostic Analysis.

Task 2.2 Deliverables

- Review of General Plan consistency with key findings and recommendations to be incorporated into the Expanded Code Diagnostic Analysis.

TASK 2.3 EXPANDED CODE DIAGNOSTIC ANALYSIS

Task 2.3.1 – Document Review

Dudek will work closely with City staff to develop a comprehensive understanding of the existing regulatory framework for development in the City. Our team will conduct a thorough review of all relevant documents and data. This will include an analysis of the data received from City staff as part of Task 1, along with any other relevant planning efforts currently underway by and within the city. In addition, the team will conduct an in-depth technical review of the City's adopted policy documents, guidelines, standards and regulations, and procedures, as they relate to the existing design standards and guidelines that govern the development of single- and multiple-family residential, mixed-use, commercial, and industrial uses. The team will consider the objectivity of existing design standards and determine which standards are effective in implementing the City's vision for development and where revisions may be needed. Existing documents, guidelines, standards, and regulations that may be reviewed include the following:

- General Plan, Chapter 2 Core Values and Guiding Principles and Chapter 3 Land Use Element (2014)
- 2021–2029 Housing Element
- 5-Year Strategic Plan, Strategic Priorities, Goals, and Strategies
- Pico Rivera Urban Greening Plan
- Support goals for trees along commercial corridors, neighborhood streets, bike rack design, and Pico Rivera Street Design Toolbox
- Pico Rivera Municipal Code, Title 18, Zoning
- Chapter 18.42 PROPERTY DEVELOPMENT REGULATIONS

Building upon the insight and knowledge gained through the City tour and the City staff interviews from Task 1, as well as the findings of the review of relevant data, regulations, policies, and additional documentation, the team will synthesize this information in the form of a memorandum that will include a summary of key findings and recommendations. The recommendations will consider where revisions to adopted regulations may be needed, where opportunities for codifying informal requirements or guidelines may exist, and where new design standards that are clear, objective, in conformance with state law, and consistent across the City's policy documents, design guidelines, and development standards and regulations, including the City's General Plan are needed. The outcome of Task 2.3.1 will be a code diagnostic with findings from the evaluation and recommendations for the City to consider to improve the development review and permitting process.

Task 2.3.1 Deliverables

- Review of key documents with findings and recommendations to be incorporated into the Code Diagnostic Analysis

Task 2.3.2 – Current Project Review

Dudek understands that expedited processing can occur through multiple avenues and that both regulatory processes and internal procedures can affect the time associated with development permitting. While the time allocated to cities to review development permits may be regulated under state law (i.e., 60 days to act on an ADU application or 60 days to determine consistency for a proposal under SB 35), internal procedures or limited staffing may make such timeframes challenging. Dudek will review development permit data and project applications provided by City staff that are currently under review. Through this review, Dudek will evaluate development proposals to fully understand how existing development standards are presently being interpreted and applied during the permit review process. Based on the review of recent permit data, current project applications, and the understanding of internal permit review procedures gained during the City staff interviews in Task 1, Dudek will evaluate the existing development permit processes to determine which existing processes are furthering the City's goal of having clear and consistent project review and permitting procedures. The evaluation will consider existing processes through the lens of state legislative requirements to determine where existing regulatory processes may be in conflict with requirements under state law and will identify further areas for improvement and opportunities for increased clarity to increase certainty in the development review process and maximize efficiency for streamlined review or improved permitting processes. We understand that the City will be deploying an online permitting website in the near future; this will be taken into consideration as part of the evaluation. The outcome of Task 2.3.2 will be a code diagnostic with findings from the evaluation and recommendations for the City to consider to improve the development review and permitting process.

Task 2.3.2 Deliverables

- Review of current projects with findings and recommendations to be incorporated into the Code Diagnostic Analysis

Task 2.3.3 Expanded Code Diagnostic Analysis

The Dudek will expand on the design focused document review and current project review in Task 2.3.1 and Task 2.3.2 to assess the City zoning code, such as identifying and incorporating Zone Text Amendments, streamlining of Administration/Permit Procedures, updating Land Use Chart and definitions, assessing usability of all Development Standards (not just Design Standards), etc., and review for compliance with State law, including accessory dwelling units and density bonus.

Task 2.3.3 Deliverables

- (1) Draft and (1) Final Code Diagnostic with key findings and recommendations from the analysis of the City’s existing city documents and residential, mixed-use, commercial, and industrial standards, regulations, and design standards and guidelines and current project review.
- (1) Draft and (1) Final Expanded Code Diagnostic Analysis with key findings and recommendations.

TASK 2.4 ANNOTATED ZONING CODE OUTLINE

Dudek understands that a comprehensive code update and reorganization of the code may result in a reorientation period for City staff. Based on findings from the Expanded Code Diagnostic Analysis (Tasks 2.1 - 2.3) and the recommended approach, Dudek staff will create an annotated outline of the new Zoning Code with descriptions for each proposed chapter and section. Dudek will also create a before/after reference table to illustrate how content in the current code is organized into the new code.

Task 2.4 Deliverables

- (1) Draft and (1) Final Annotated Outline with before/after reference table.

TASK 3: USE REGULATIONS

TASK 3.1 USE REGULATIONS AND ZONE TEXT AMENDMENTS

Based on findings and initial recommended changes from Task 2.3 (Expanded Zoning Code Diagnostic Analysis), Dudek will update existing or create new land use categories; draft regulations by zone, noting zone permissions, approvals process required, e.g., CUP, etc.; and draft regulations for special use conditions, including specific Zone Text Amendments per City direction as follows:

- **Massage Parlors**, Research and create new ordinance.
- **Car Washes**, Research and create new ordinance.
- **Auto Repair Shops**, Research and create new ordinance.
- **Recycling Centers**, Update existing ordinance.
- **Animals/Poultry/Livestock**, Update existing ordinance to modernize. Note: Focus on issues with animal confinement, health/safety, etc.
- **Water Efficient Landscape**, Update existing ordinance. Transfer from Title 13 to Title 18. Expand ordinance to address landscaping in the public realm.
- **Shopping Carts**, Research and create new ordinance.

- **Shopping Center Maintenance**, Research and create new ordinance. Note: Existing issues with small strip centers that do no maintain their property well, e.g., re-striping of parking, lighting, awnings, etc.
- **Drive-Thru’s**, Research and create new stand-alone ordinance or consider folding into Design Standards and Guidelines.
- **Outdoor Dining**, Research and create new ordinance.
- **Parking & Loading, including parking lot outdoor lighting**, Update existing ordinance.

City staff and Dudek team will coordinate timing for additional City-led Zone Text Amendment efforts to ensure proper timing and location of implementation.

Task 3.1 Deliverables

- Work for this task to be incorporated into an Administrative Draft, Public Review Draft, and Final Draft of the new Zoning Code, while also addressing comments from the City and the public where appropriate.

TASK 4: DEVELOPMENT STANDARDS & DESIGN GUIDELINES

TASK 4.1 DEVELOPMENT STANDARDS

Dudek will draft new objective development standards as necessary per zone for residential, commercial, mixed-use, and industrial uses, and consider possible revisions to core development standards, such as FAR/density, and parking, dependent on the approach established by the Expanded Code Diagnostic Analysis and consistent with the 2014 General Plan. As needed, new objective development standards will be informed by prototypical site testing (Task 4.2.2) and supplemented by graphics, diagrams, lists, and tables as necessary.

Task 4.1 Deliverables

- Work for this task to be incorporated into an Administrative Draft, Public Review Draft, and Final Draft of the new Zoning Code, while also addressing comments from the City and the public where appropriate.

TASK 4.2 DESIGN STANDARDS AND GUIDELINES

4.2.1 – Design Standards & Guidelines

Paired with the work in Task 4.1 (Development Standards), Dudek will draft new design standards and guidelines as necessary per zone. Our team will build upon the City’s existing development and design standards to create a set of regulations that balance flexibility and predictability, creating a streamlined pathway for development that meets the needs of the City. Dudek will develop a set of enforceable regulations that will be measurable and verifiable for incorporation into the City’s Zoning Code. These regulations will allow flexibility through the provision of measurable ranges and a menu of options within standards allowing flexibility to avoid monotonous and undesirable development. Standards developed through this process will be reinforced through a User’s Guide that provides clear, legible graphics and additional reference materials to support the implementation of the standards and guidelines, as outlined in Task 8.3

The draft design standards and guidelines will incorporate objective standards for single-family, multifamily, mixed-use, commercial, and industrial uses, responding to the building styles and typologies that are common to the City. Draft standards will address the codification of formal and informal design standards related to site planning, such as building orientation and building massing and elements, such as setbacks and step-backs, building frontages, façades, entrances, materials, landscaping and screening, fencing, signage, open space, and parking design, such as location, screening, and access, as well as EV charging station design. Diagrams and illustrations will accompany the design standards and guidelines to help communicate their intent and function.

In tandem with the objective development standards, Dudek assumes objective design standards and guidelines for applicable residential, commercial, mixed-use, and industrial use zones.

4.2.2 – Prototypical Site Testing

Having trained and practiced as architects, our urban designers and planners are adept at both utilizing and creating objective development standards and design guidelines. For this task, our team will test the usability and feasibility of appropriate building typologies per zone (e.g., townhouse, podium, wrap, etc.) for both the draft development standards and design standards and guidelines established in Task 4.1 and 4.2.1. Studies will focus on those fundamental development and design standards that have the potential to physically inhibit future development, such as building height maximums, setbacks and step-backs requirements, and provisions for parking and open space (Dudek assumes that any recommended changes to standards resulting from these studies will be consistent with the 2014 General Plan). Studies will be represented as conceptual-level site plans and/or 3D axonometric diagrams, paired with program breakdowns as necessary illustrating constraints to the achievable yield of units, floor area square footage, parking, and open space. In doing so, this task will reveal any regulatory barriers the draft development standards and design standards and guidelines may present to future development.

Task 4.2 Deliverables

- Work for this task to be incorporated into an Administrative Draft, Public Review Draft, and Final Draft of the new Zoning Code, while also addressing comments from the City and the public where appropriate.

TASK 5: ADMINISTRATION AND ENFORCEMENT

TASK 5.1 ADMINISTRATION AND PROCEDURES

Dudek will update existing or establish new provisions for roles and responsibilities for all zoning actions, e.g., City Council, Planning Commission, Zoning Administrator, Director, etc. Dudek will also update existing or establish new provisions for administration and procedures for all zoning actions, such as permits, approvals, and appeals, from ministerial to discretionary, including lot mergers, conditional use permits, variances, and zone amendments. Dudek understands that there are no existing provisions for a Design Review process and will establish new provisions ensuring that a Design Review process for residential and mixed-use projects do not conflict with State law. Dudek will also establish new provisions for Developer Agreements.

Task 5.1 Deliverables

- Work for this task to be incorporated into an Administrative Draft, Public Review Draft, and Final Draft of the new Zoning Code, while also addressing comments from the City and the public where appropriate.

TASK 5.2 ENFORCEMENT

Dudek will update existing or establish new provisions, where necessary, for enforcement of the Zoning Code provisions and will update applicable references to Title 8 (Health and Safety) as needed.

Task 5.2 Deliverables

- Work for this task to be incorporated into an Administrative Draft, Public Review Draft, and Final Draft of the new Zoning Code, while also addressing comments from the City and the public where appropriate.

TASK 5.3 DEFINITIONS

Dudek will update existing or establish new definitions for terms and uses used, focusing on those not currently defined and those in need of modernization, e.g., live/work.

Task 5.3 Deliverables

- Work for this task to be incorporated into an Administrative Draft, Public Review Draft, and Final Draft of the new Zoning Code, while also addressing comments from the City and the public where appropriate.

TASK 6: ADMINISTRATIVE DRAFT AND STUDY SESSIONS**TASK 6.1 ADMINISTRATIVE DRAFT**

Dudek will prepare an Administrative Draft of the new Zoning Code for City Staff, Working Group, and Planning Commission review based on work completed in Tasks 3 through 5, including graphics and tables, etc. To better manage/pace input received, Dudek recommends a phased approach to prepare the Administrative Draft in sections that coincide with the City Staff, Working Group, and Planning Commission Study Sessions listed in Task 6.2. At the conclusion of the Study Sessions, Dudek will prepare a complete and comprehensive Administrative Draft of the new Zoning Code for City Staff and Planning Commission review.

Task 6.1 Deliverables

- (1) Administrative Draft of the new Zoning Code for City Staff and Planning Commission review, with comments to be incorporated into Public Review Draft.

TASK 6.2 STUDY SESSIONS & WORKING GROUP**6.2.1 Study Session Rounds**

To better manage/pace input received while drafting the Administrative Draft, Dudek will facilitate four (4) rounds of study sessions and focused meetings with City Staff, Working Group, Planning Commission, and City Council. The purpose of each of the Study Sessions is to provide each group with an update on the work completed to date and provide opportunities for input on the ongoing drafting of the Administrative Draft. Each round will consist of one (1) study session each with City staff, the Working Group, and Planning Commission, totaling up to four (4) City staff study sessions, up to four (4) Working Group study sessions, and up to four (4) Planning Commissions study sessions. Preliminary topics for each of the four (4) rounds of study sessions are listed below:

1. Introduction to Zoning Code Update, issues with existing Zoning Code, draft Zoning Code outline and summary of recommended changes by topic, chapter, and/or section
2. Zoning Map Updates and Use Regulations
3. Development Standards and Design Guidelines
4. Administration and Procedures, and User's Guide

For each round of study sessions, Dudek will develop and prepare a presentation summarizing the work completed to date based on the topics listed above. This presentation will first be used primarily for the City staff study session, and then revised (per City staff comments) and presented anew to the subsequent groups – Working Group, Planning Commission, and City Council – for additional input. Therefore, Dudek assumes one (1) round of City staff review and revisions to the presentation for each round of study sessions.

The last round of study sessions will culminate in one (1) study session with City Council to provide them a comprehensive summary of the work completed to date prior to the completion of the Administrative Draft. Based on prior comments, Dudek will develop a draft and final presentation for the City Council study session and assist in preparing the necessary staff report for the City Council study session as needed.

Dudek assumes that City staff study sessions will be conducted virtually, while up to two (2) Senior Dudek staff will present in-person at the Planning Commission study sessions and City Council study sessions as needed.

Task 6.2.1 Deliverables

- Facilitation of up to (9) total Study Sessions, including agendas, summary notes, draft and final presentations with comments incorporated as necessary.
- Assistance with City Council staff report as needed.

6.2.2 Working Group Start Up

LANI will work with City staff to create and establish a Working Group made up of residents, business and property owners, as well as design and development professionals living or working within the city. If desired, the Working Group can be expanded to include representatives from other existing or established community groups and community-based organizations (CBOs). The purpose of the Working Group is to meet regularly

with Dudek and City staff to provide input and feedback throughout the project. Task 6.2.2 includes coordination time to establish the Working Group, including participant outreach, development of template materials, and general meeting content development.

Task 6.2.2 Deliverables

- Establishment of a Working Group

Task 6.2.3 Working Group Meetings Coordination

LANI will facilitate up to six (6) Working Group 1-hour sessions. The first meeting will be to provide a project overview and discuss roles and responsibilities, and review of the Outreach Plan. The second meeting will be held in tandem with the first outreach event. The remaining four (4) Working Group sessions will be held in tandem with the Study Sessions in Task 6.2.1.

We assume that City staff will provide direction on the feedback and comments provided by the Working Group should be incorporated into the Public Review Draft. Per City direction, we have assumed that Spanish speakers will **NOT** be available for the working group meetings, and Spanish translated materials will **NOT** be available.

Task 6.2.3 Deliverables

- Deliverables for the work for this task are described in Task 6.1

TASK 7: PUBLIC REVIEW DRAFT

TASK 7.1 PUBLIC REVIEW DRAFT

Building off the Administrative Draft and City staff and Planning Commission input, Dudek will then prepare a Public Review Draft of the new Zoning Code for public review. The Public Review Draft will be a comprehensive packaging of the work completed to date and will include graphics, illustrations, tables, and figures as needed.

Task 7.1 Deliverables

- (1) Public Review Draft for public review, with public comments to be incorporated into Final Draft.

TASK 8: FINAL DRAFT, USER’S GUIDE. AND PUBLIC HEARINGS

TASK 8.1 FINAL DRAFT

Building off the Public Review Draft and public comments, Dudek will then prepare a Final Draft of the new Zoning Code for adoption.

Task 8.1 Deliverables

- (1) Final Draft for adoption.

TASK 8.2 USER'S GUIDE

The User's Guide will assist City staff and project applicants in understanding and using the new Zoning Code. This portion of the User's Guide will introduce the concept of zoning and requirements for objectivity in development standards, provide a guide for the organization of the updated zoning code, and an overview of the approvals and implementation process, and a process checklist to aid both City staff and project applicants.

Additionally, the User's Guide will also house the design guidelines from Task 4.2, by providing a visual glossary to aid the public and development community in understand the importance and application of design in the built environment. The design guidelines will consist of graphics, photos, and illustrations to assist with visualization of design quality and will be further clarified through annotations and callouts that demonstrate the relationship between the standards and the graphics. The User's Guide will assist both City staff and project applicants in streamlining project review as it relates to the newly created Design Review process. The User's Guide will be published alongside Final Draft of the new Zoning Code.

Task 8.2 Deliverables

- Illustrated User's Guide in PDF format, incorporating (1) round of comments.

TASK 8.3 PUBLIC HEARINGS

Dudek will finalize and package the updated Zoning Code and all related and necessary documentation for public hearings and adoption. Dudek will prepare a draft presentation for one (1) Planning Commission and (1) City Council hearing for City review and prepare a final version following one (1) round of comments.

Dudek will assist in preparing the staff report for the Planning Commission and City Council hearings, as needed, for a total of up to two (2) staff reports, incorporating (1) round of comments each.

Dudek assumes in-person attendance by up to two (2) Senior Dudek staff at up to two (2) Planning Commission hearings and two (2) City Council hearings.

Task 8.3 Deliverables

- (1) Draft presentation and staff report and (1) final presentation and staff report for one (1) Planning Commission hearing.
- (1) Draft presentation and staff report and (1) final presentation and staff report for one (1) City Council hearing.

TASK 9: OUTREACH AND ENGAGEMENT

TASK 9.1 PUBLIC OUTREACH PLAN & EVENTS

9.1.1 Outreach and Engagement Plan

Dudek will work with City staff to draft the Outreach and Engagement Plan and establish a comprehensive approach for the Zoning Code Update and Citywide Design Standards and Guidelines. The Outreach and Engagement Plan will clarify the intended goals and objectives of the outreach process and define the desired outcomes such as awareness, education, accessibility, feedback, and involvement as part of the initial project kick-off. Example topics and content to be included in the Outreach and Engagement Plan include:

- **Overview of Activities and Events:** Including a high-level overview of the outreach events with the broader community, as well as the more focused conversations with the Working Group. Per City direction, the format of the outreach events included in this scope of work will be determined in collaboration with the Working Group. Dudek will also collaborate with the consultant team leading the Historic Whittier Boulevard Specific Plan and Multimodal Plan effort to understand that project’s outreach efforts and potentially find opportunities for synergies as we understand there is a robust engagement program.
- **Schedule:** Based on the project timeline to ensure that outreach and community engagement activities and events occur in a timely manner and contribute to the momentum and enthusiasm for this project.
- **Marketing:** To publicize the project and each outreach event. We recommend utilizing the City’s existing social media channels and website as a go-to hub for project information, updates, upcoming outreach events, and any deliverables or work products determined by the City as suitable for online dissemination. In addition to sharing updates on the City’s website, we will work with LANI to create and share email blasts, printed flyers posted in business windows or at community destinations with the City and create notices/mailers as appropriate to the community. We can also activate the public realm with marketing materials through banners, sidewalk decals, even with a vacant storefront window display decal that can share up-to-date project information. We have found this “on the ground” tactic to be extremely successful in raising awareness and interest for a project.
- **Project Brand:** Dudek we will work with City staff to establish a project brand and consistent graphic identity for the Zoning Code Update and Citywide Design Standards and Guidelines for all project and outreach collateral, to effectively engage stakeholders throughout the project. This will include a style guide for project-specific fonts, colors, layout formats, and messaging for digital as well as print media for all engagement activities and public facing materials.

The Outreach and Engagement Plan is intended to serve as a flexible and living document that can provide a roadmap for the outreach and engagement process, allowing for redirection or variations where needed.

Task 9.1.1 Deliverables

- One (1) Outreach and Engagement Plan with an overview of activities, a schedule, marketing, and a project branding and style guide

Task 9.1.2 Project Fact Sheets and Collateral

To encourage community members to learn about the project and engage with informational content in their own time, Dudek will develop a series of project fact sheets and collateral for integration on the City's website. Dudek will work with City staff to prepare project fact sheets and collateral related to design standards and guidelines. Building off those documents, Dudek will update the project fact sheets and collateral to include information about the Zoning Code Update. Example fact sheets and collateral include (1) About the project, (2) What is the Zoning Code Update, and (3) Project timeline. Dudek assumes creation of all content and assumes that the City will integrate content within a landing page on the City's website.

Task 9.1.2 Deliverables

- (1) Fact Sheet and (1) Project FAQs for design standards and guidelines
- (1) Fact Sheet and (1) Project FAQs for the comprehensive project, Zoning Code update

Task 9.1.3 Outreach Events

Based on the Outreach and Engagement Plan developed in collaboration with City staff, Dudek will schedule, plan, and conduct at least two (2) and no more than three (3) public outreach events, as described in Task 9.2, to collect input from the broader community. We envision our outreach efforts phased across three rounds of input. The first round will focus on general education, information, and opportunities to collect input on issues, constraints, and opportunities in the built environment, the second round will be conducted at a mid-point in time to share progress on the drafting of the Zoning Code update, and a third round to be held in conjunction with the release of the Public Review draft.

- **Event #1**

During the first round of outreach, Dudek will facilitate one (1) public outreach event, ideally in conjunction with an existing outdoor community event to reach a wider audience. The format and design specifics of the event will be selected in collaboration with the City and the Working Group. The first event will be held after the research and review phase of the project has been completed and will be focused on understanding issues, opportunities, and goals for the project from the broader community so Dudek can obtain early feedback to inform the process. We will have Spanish speakers available at the event, along with English and Spanish translated materials. A combination of Dudek, LANI, and City staff will staff the event. Materials will be interactive, colorful, and accessible to encourage greater participation and conversation. A mix of questions and feedback activities will be included to gather community input to shape the process.

We will launch a short online community survey in conjunction with the first event to share community members the opportunity to provide input on issues, opportunities, and goals for the project. Dudek will work with the City to determine the preferred online platform. The survey will be shared on all available City channels and be accessible via the landing page for the project within the City's website. If printed versions of the surveys are desired, Dudek assumes that the City will be responsible for printing and distribution.

- **Event #2**

During the second round of outreach, Dudek will facilitate (1) public outreach event, ideally in conjunction with an existing outreach community event to reach a wider audience. The event will be held at a mid-point in time during the preparation of the Administrative Draft and will focus on informing the community about the Zoning Code update, providing them with an update on the work completed to date, and invite their input. We will have Spanish speakers available at the second event, along with English and Spanish translated materials. A combination of Dudek, LANI, and City staff will staff the event. We will also launch a short online community survey in conjunction during the second event as agreed upon with the City. If printed versions of the surveys are desired, Dudek assumes that the City will be responsible for printing and distribution.

Task 9.1.3 Deliverables

- At least two (2) and no more than three (3) public outreach events coinciding with existing or planned community events (if possible). Dudek will develop outreach materials, including boards, and summaries, as well as provide necessary materials and supplies as relevant. Dudek will work with City staff to finalize locations, scheduling, planning and logistics for each event and staff each event with support from LANI and City staff. We will coordinate with City staff on logistics and marketing. We will have Spanish speakers available at each event, along with English and Spanish translated materials.
- Draft and Final community surveys for the two (2) public outreach events. Dudek will work with the City to determine the preferred platform. If printed versions of the surveys are desired, Dudek assumes that the City will be responsible for printing and distribution.

TASK 9.2 ADDITIONAL PUBLIC OUTREACH EVENT

During the third round of outreach, Dudek will facilitate an additional (1) public outreach event, ideally in conjunction with an existing outreach community event to reach a wider audience. The event will be held in conjunction with the release of the Public Review Draft of the new Zoning Code and will focus on providing the community a comprehensive summary of the changes to the Zoning and inviting them to public comment. We will have Spanish speakers available at the second event, along with English and Spanish translated materials. A combination of Dudek, LANI, and City staff will staff the event.

Task 9.2 Deliverables

- Deliverables for the work for this task are described in Task 9.1.3.

END OF TASKS

AGREEMENT NO. 22-2138
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
DUDEK

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to prepare City-wide design standards and guidelines for residential, commercial, industrial, and mixed-use developments, as further detailed in the enclosed Scope of Services.

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

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

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s October 6, 2022 Scope of Services 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 October 6, 2022 cost schedule to City attached hereto as Exhibit “B.”

3.3 “Commencement Date”: November 9, 2022

3.4 “Expiration Date”: December 31, 2023

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended for an additional year by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such

changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work with the level of skill and care ordinarily exercised by members of the same profession operating under similar circumstances and in a manner reasonably satisfactory to City.

6. COMPENSATION

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

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

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

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible. Notwithstanding the foregoing, any reuse of the work products beyond the original purpose for which they were created or any modifications of the work products shall all be at City's sole risk.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City. 12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City

shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

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

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and

indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

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

16. INSURANCE

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

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of Two Million Dollars (\$2,000,000) per occurrence combined single limit; Four Million Dollars (\$4,000,000) aggregate

for products/completed operation; Four Million Dollars (\$4,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Three Million Dollars (\$3,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence of claim/ Four Million Dollars (\$4,000,000) in the aggregate.

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

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

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

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

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

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

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

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

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

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

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

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

18. RECORDS AND INSPECTIONS

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

19. PERMITS AND APPROVALS

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

20. NOTICES

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

If to City:

Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765
With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

If to Consultant:

Joseph Monaco, President
Dudek
605 Third Street
Encinitas, California 92024

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

23. ASSIGNMENT

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

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

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

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

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and reasonable attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity

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

30. GOVERNING LAW

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

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

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

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

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
DUDEK



Steve Carmona, City Manager



Joseph Monaco, President

Dated: 11-9-22

Dated: 10/19/22

ATTEST:

APPROVED AS TO FORM:



Anna M. Jerome, City Clerk



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A
SCOPE OF SERVICES

City of Pico Rivera

Citywide Objective Design Standards and Guidelines for Residential, Commercial, Industrial, and Mixed-Use Developments

Scope of Work - Revised 10/6/22

TASK 1: PROJECT INITIATION AND MANAGEMENT

TASK 1.1 KICKOFF MEETING AND CITY TOUR

Dudek will schedule and conduct a project kickoff meeting within two (2) weeks of the notice to proceed. This meeting will be structured in two parts, with the first devoted to a kickoff meeting and the second devoted to a city tour.

The kickoff meeting provides the project team a forum to share aspirations and establish relationships that will last through the life span of the project. This meeting will be structured with client staff and key project partners and will serve the following purposes:

- Confirm project expectations and goals
- Establish roles, responsibilities, and chain of communication protocols, and project team coordination strategy
- Discuss the scope of work, deliverables, schedule, and milestones, and grant funding reporting requirements, as relevant
- Review and learn about related studies and plans, including El Cajon's Housing Element 2021–2029
- Obtain available client-supplied data, maps, documents, and other related information
- Establish collaboration tools for information sharing and document delivery
- Discuss engagement goals and potential Working Group participants

To gain additional insight related to community character and recent development projects, Dudek will also attend an in-person city tour of the city led by City Staff. The city tour will provide Dudek with the foundational background and context needed to prepare citywide objective design standards and guidelines for residential, mixed-use, commercial, and industrial uses that are reflective of the city's existing community and character.

TASK 1.2 CITY STAFF INTERVIEWS

The Dudek team values the insight that City staff has to offer as those who are implementing the zoning code on a day-to-day basis. Therefore, the Dudek team will conduct interviews with key City staff from the Community and Development Department, Public Works Department, or other relevant departments to get a better understanding of the existing technical issues or interpretations from City staff; concerns, effectiveness, and usability of the existing design standards, guidelines, processes, and enforcement; and overall aspirations for the project. The feedback received from City staff during these open and informal interviews will be used to identify areas of opportunities, highest priorities for the project, and staff's overarching desires for the project. Dudek assumes that the City Staff interviews will be scheduled via Zoom. The City will identify potential interviewees and be responsible for scheduling interviews. Dudek staff will facilitate interviews and take notes.

TASK 1.3 COORDINATION MEETINGS AND PROJECT MANAGEMENT

Following the kickoff meeting, the Dudek project manager will schedule and facilitate ongoing virtual meetings as needed with task leads and City staff to review work conducted, plan for upcoming tasks and milestones, and ensure that the project remains on time and within budget. Meeting frequency, as previously noted, will be established during the Task 1.1. Kickoff Meeting. Dudek assumes these meetings will be conducted virtually and will provide the City with Zoom video conferencing lines.

Task 1.4 also includes Dudek project manager time to prepare monthly invoices per the specifications of the City.

Task 1 Deliverables

- One (1) combined in-person kickoff meeting and city tour held over the course of a day, led by City Staff and attended by select Dudek key personnel
- Up to four (4) 30-minute City Staff interviews. The City will identify potential interviewees and be responsible for scheduling interviews. Dudek staff will facilitate interviews and take notes
- Up to 24 one-hour coordination meetings and up to four (4) additional working meetings, as needed
- Monthly invoices per the specifications of the City

TASK 2: DATA GATHERING/DOCUMENT RESEARCH AND REVIEW

TASK 2.1 DOCUMENT REVIEW

The Dudek team will work closely with City staff to develop a comprehensive understanding of the existing regulatory framework for development in the City. Our team will conduct a thorough review of all relevant

documents and data. This will include an analysis of the data received from City staff as part of Task 1, along with any other relevant planning efforts currently underway by and within the city. In addition, the team will conduct an in-depth technical review of the City's adopted policy documents, guidelines, standards and regulations, and procedures, as they relate to the existing design standards and guidelines that govern the development of single- and multiple-family residential, mixed-use, commercial, and industrial uses. The team will consider the objectivity of existing design standards and determine which standards are effective in implementing the City's vision for development and where revisions may be needed. Existing documents, guidelines, standards, and regulations that may be reviewed include the following:

- General Plan, Chapter 2 Core Values and Guiding Principles and Chapter 3 Land Use Element (2014)
- 2021–2029 Housing Element
- 5-Year Strategic Plan, Strategic Priorities, Goals, and Strategies
- Pico Rivera Urban Greening Plan
- Support goals for trees along commercial corridors, neighborhood streets, bike rack design, and Pico Rivera Street Design Toolbox
- Pico Rivera Municipal Code, Title 18, Zoning
- Chapter 18.42 PROPERTY DEVELOPMENT REGULATIONS

Building upon the insight and knowledge gained through the City tour and the City staff interviews from Task 1, as well as the findings of the review of relevant data, regulations, policies, and additional documentation, the team will synthesize this information in the form of a memorandum that will include a summary of key findings and recommendations. The recommendations will consider where revisions to adopted regulations may be needed, where opportunities for codifying informal requirements or guidelines may exist, and where new design standards that are clear, objective, in conformance with state law, and consistent across the City's policy documents, design guidelines, and development standards and regulations, including the City's General Plan are needed.

TASK 2.2 CURRENT PROJECT REVIEW

The Dudek team understands that expedited processing can occur through multiple avenues and that both regulatory processes and internal procedures can affect the time associated with development permitting. While the time allocated to cities to review development permits may be regulated under state law (i.e., 60 days to act on an ADU application or 60 days to determine consistency for a proposal under SB 35), internal procedures or limited staffing may make such timeframes challenging. The Dudek team will review development permit data and project applications provided by City staff that are currently under review.

Through this review, the Dudek team will evaluate development proposals to fully understand how existing development standards are presently being interpreted and applied during the permit review process. Based on the review of recent permit data, current project applications, and the understanding of internal permit review procedures gained during the City staff interviews in Task 1, the Dudek team will evaluate the existing development permit processes to determine which existing processes are furthering the City's goal of having clear and consistent project review and permitting procedures. The evaluation will consider existing processes through the lens of state legislative requirements to determine where existing regulatory processes may be in conflict with requirements under state law and will identify further areas for improvement and opportunities for increased clarity to increase certainty in the development review process and maximize efficiency for streamlined review or improved permitting processes. We understand that the City will be deploying an online permitting website in the near future; this will be taken into consideration as part of the evaluation.

The outcome of Task 2.2 will be a concise memo with findings from the evaluation and recommendations for the City to consider to improve the development review and permitting process.

TASK 2.3 SPECIFIC PLAN COORDINATION

The Dudek team understands that the City is preparing two Specific Plans: the Washington Boulevard TOD Specific Plan, which is in-progress, and the Historic Whittier Boulevard Revitalization Program Specific Plan and Multimodal Plan, which will be kicking off in the coming months.

The Dudek team will coordinate with the respective consultant teams for these two Specific Plan efforts to ensure that the design standards and guidelines developed for the two efforts align and do not conflict with the preparation of citywide design standards and guidelines. In addition, Dudek will collaborate with the consultant team leading the Historic Whittier Boulevard Specific Plan and Multimodal Plan effort to understand that project's outreach efforts and potentially find opportunities for synergies as we understand there is a robust engagement program.

We assume up to two (2) 1-hour virtual meetings with the consultant teams for each Specific Plan effort, for a total of four (4) 1-hour virtual meetings, to discuss design standards and guidelines, as well as one (1) round of review of the Washington Boulevard TOD Specific Plan's draft design standards and guidelines for feedback.

Task 2 Deliverables

- Draft (1) and Final (1) - Memo with key findings and recommendations from the analysis of the City's existing city documents and residential, mixed-use, commercial, and industrial standards, regulations, and design standards and guidelines. Dudek assumes one round of consolidated comments from City staff on the draft memo and, in response, will develop a final memo.
- Draft (1) and Final (1) - Memo with key findings and recommendations from the evaluations of existing permit review processes and procedures, as well city project review (up to 10

development application packages). Dudek assumes one round of consolidated comments from City staff on the draft memo and, in response, will develop a final memo.

- Up to two (2) 1-hour virtual meetings with the selected consultant team for the Historic Whittier Boulevard Revitalization Program Specific Plan and Multimodal Plan to discuss design standards and guidelines to ensure alignment.
- Up to two (2) 1-hour virtual meetings with the consultant teams for the Washington Boulevard TOD Specific Plan and the Historic Whittier Boulevard Revitalization Program Specific Plan, for a total of four (4) 1-hour virtual meetings, to discuss design standards and guidelines, as well as one (1) round of review of the Washington Boulevard TOD Specific Plan's draft design standards and guidelines for feedback.

TASK 3: PUBLIC OUTREACH

The Dudek team's outreach approach centers on inclusive and accessible participation with a focus on educating stakeholders and the broader community. Leading with education through a custom crafted "Pico Rivera Design Standards and Guidelines 101" that can be online and virtual will contribute to a common understanding of design principles and informed discussions with the community on the content of the objective design standards. For all our engagement activities, we will use straightforward and clear language along with bold and colorful visuals, diagrams, and precedent imagery to distill technical information in the most accessible way possible. This includes information provided in multiple languages to engage stakeholders, the broader community, and elected officials. We are also big believers in meeting the community where they are wherever possible – at regularly scheduled neighborhood meetings, planned community events, a farmers' markets at a park, on a busy street corner through a curbside open house, or in front of a grocery store and well-visited community destination. Making it accessible to us also means providing multiple opportunities to submit feedback, including scheduling meetings at different times of the day/week to accommodate a variety of stakeholders, self-guided walking tours, interactive virtual open houses on Zoom, in addition to in person activities.

We also know that residents, businesses and property owners, as well as design and development professionals living or working within the City are experts in their community and we know they desire to be heard and participate in the planning process. LANI has successfully leveraged those key stakeholders on similar project efforts through the creation of a Working Group that will be invaluable in providing constructive feedback throughout the development of the design standards and serving as a sounding board for the content and messaging of the larger public workshops, helping us advertise for the in-person outreach events and pop-ups.

Finally, the outreach approach will include opportunities for the community to directly influence portions of the graphic, easy-to-understand User Guide (Task 5.2) to facilitate future development with a design and physical character that elevates the City's existing context. Both the Working Group and the broader

public will have opportunities to help shape the content of the User Guide and provide feedback on the usability.

TASK 3.1 OUTREACH AND ENGAGEMENT PLAN

The Dudek team will work with City staff to clarify the intended goals and objectives of the outreach process and define the desired outcomes such as awareness, education, accessibility, feedback, and involvement as part of the initial project kick-off (Task 1.1.). We will then create an Outreach and Engagement Plan in collaboration with the City, to facilitate a meaningful outreach process that is integrated with the development of the objective design standards. Example topics and content to be included in the Outreach and Engagement Plan includes:

1. **Overview of Activities and Events:** Including a high-level overview of the outreach activities and events with the broader community and effective virtual and online engagement tools, as well as the more focused conversations with the Working Group. Per City direction, the format of the two (2) outreach events included in this scope of work will be determined in collaboration with the Working Group. As previously mentioned in Task 2.3, Dudek will collaborate with the consultant team leading the Historic Whittier Boulevard Specific Plan and Multimodal Plan effort to understand that project's outreach efforts and potentially find opportunities for synergies as we understand there is a robust engagement program.
2. **Schedule:** Based on the project timeline to ensure that outreach and community engagement activities and events occur in a timely manner and contribute to the momentum and enthusiasm for this project.
3. **Marketing:** For each outreach and community engagement activity and event. We recommend utilizing the City's existing social media channels and website as a go-to hub for project information, updates, upcoming outreach events, and any deliverables or work products determined by the City as suitable for online dissemination. In addition to sharing updates on the City's website, we will work with LANI to create and share email blasts, printed flyers posted in business windows or at community destinations with the City and create notices/mailers as appropriate to the community. We can also activate the public realm with marketing materials through banners, sidewalk decals, even with a vacant storefront window display decal that can share up-to-date project information. We have found this "on the ground" tactic to be extremely successful in raising awareness and interest for a project.
4. **Project Brand:** We will work with City staff to establish a project brand and consistent graphic identity for all project and outreach collateral, to effectively engage stakeholders throughout the project. This will include a style guide for project-specific fonts, colors, layout formats, and messaging for digital as well as print media for all engagement activities and public facing materials.

The Outreach and Engagement Plan is intended to serve as a flexible and living document that can provide a roadmap for the outreach and engagement process, allowing for redirection or variations where needed.

TASK 3.2 WORKING GROUP

Task 3.2.1 Working Group Start-Up

LANI will work with City staff to create and establish a Working Group made up of residents, business and property owners, as well as design and development professionals living or working within the city. If desired, the Working Group can be expanded to include representatives from other existing or established community groups and community-based organizations (CBOs). The purpose of the Working Group is to meet regularly with the Dudek team and City staff to provide input and feedback throughout the project. Task 3.2.1 includes coordination time to establish the Working Group, including participant outreach, development of template materials, and general meeting content development.

Task 3.2.2 Working Group Meetings

LANI will facilitate up to six (6) Working Group 1-hour sessions that will be held every other month. In collaboration with the City, LANI will determine which Working Group meetings need be virtual or in-person.

The Working Group will serve as a resource to share, review, and discuss the topics listed below during this project. The Working Group meetings are designed to build upon information shared during the previous session. The interactive format will help participants to understand definitions, key terms, and principles to create a common understanding of how design standards and guidelines will influence the built environment, which will then lead to informed conversations about the draft standards. Per City direction, we have assumed that Spanish speakers will **not** be available for the working group meetings, and Spanish translated materials will **not** be available.

Proposed meetings include:

- **Meeting 1:** Project Overview and Outreach and Engagement Plan
- **Meeting 2:** Objective Design Standards 101 and Built Environment Existing Issues, Constraints, and Opportunities as part of community outreach event #1
- **Meeting 3:** Draft Concepts
- **Meeting 4:** Draft Concept Refinement and Review Draft Materials for outreach event #2
- **Meeting 5:** Draft Objective Design Standards as part of outreach event #2
- **Meeting 6:** Final Objective Design Standards and User Guide Tutorial

TASK 3.3 PUBLIC OUTREACH EVENTS

Based on the Outreach and Engagement Plan developed in collaboration with City staff, we will schedule, plan, and conduct two (2) public outreach events to collect input from the broader community. We envision the outreach efforts being divided into two phases, with the first phase focused on education and opportunities to collect input on issues, constraints, and opportunities in the built environment, and the second phase focused on the draft concepts and design standards.

Task 3.3.1 Project Fact Sheets and Collateral

To encourage community members to learn about the project and engage with informational content in their own time, Dudek will develop a series of project fact sheets and collateral for integration on the City's website. Example fact sheets and collateral include (1) About the project, (2) What are objective design standards, and (3) Project timeline. Dudek assumes creation of all content and assumes that the City will integrate content within a landing page on the City's website.

Task 3.3.2 Outreach Events

Event #1

During the first phase of outreach, Dudek will facilitate one (1) public outreach event, ideally in conjunction with an existing outdoor community event to reach a wider audience. The format and design specifics of the event will be selected in collaboration with the City and the Working Group. The first event will be held after the research and review phase of the project has been completed and will be focused on understanding issues, opportunities, and goals for the project from the broader community so the Dudek team can obtain early feedback to inform the process. The Objective Design Standards 101 document will be shared with the public during this event. We will have Spanish speakers available at the event, along with English and Spanish translated materials. A combination of Dudek, LANI, and City staff will staff the event. Materials will be interactive, colorful, and accessible to encourage greater participation and conversation. A mix of questions and feedback activities will be included to gather community input to shape the process.

We will launch a short online community survey in conjunction with the first event to share community members the opportunity to provide input on issues, opportunities, and goals for the project. Dudek will work with the City to determine the preferred online platform. The survey will be shared on all available City channels and be accessible via the landing page for the project within the City's website. If printed versions of the surveys are desired, Dudek assumes that the City will be responsible for printing and distribution.

Event #2

During the second phase of outreach, Dudek will facilitate (1) public outreach event, ideally in conjunction with an existing outreach community event to reach a wider audience. The format and design specifics of

the event will be selected in collaboration with the City and the Working Group. The second event will be held after the draft design standards have been crafted and will focus on sharing the defined components of the design standards, such as building orientation and building massing and elements, such as setbacks and step-backs, building frontages, façades, entrances, materials, open space, and parking design, as well as contents of the User Guide with the broader community to collect feedback and comments prior to finalization. The second event will also provide updates on the project timeline and proposed next steps for adoption. We will have Spanish speakers available at the second event, along with English and Spanish translated materials. A combination of Dudek, LANI, and City staff will staff the event.

We will launch a short online community survey in conjunction with the second event to provide community members the opportunity to share input on the draft design standards and contents of the User Guide. Dudek will work with the City to determine the preferred online platform. The survey will be shared on all available City channels and be accessible via the landing page for the project within the City's website. If printed versions of the surveys are desired, Dudek assumes that the City will be responsible for printing and distribution.

TASK 3.4 STUDY SESSIONS

The Dudek team will develop a draft and final presentation for one (1) Planning Commission and one (1) City Council study session on the draft design standards and guidelines. We assume one (1) round of consolidated comments on the draft presentation. The Dudek team will also prepare a draft and final staff report for the Planning Commission and City Council study sessions, for a total of two (2) staff reports. We assume one (1) round of consolidated comments on each draft staff report. The purpose of the study sessions is to provide the Planning Commission and City Council with an overview of the project, progress to date, and opportunities to provide input to shape the final development standards and guidelines.

We assume one (1) round of comments from the Planning Commission study session and one (1) round of comments from the City Council study session, where City staff will provide direction for the final draft of design guidelines and objective design standards for adoption.

Dudek assumes that up to two (2) Senior Dudek staff will be attend and present as desired by the City.

Task 3 Deliverables

- One (1) Outreach and Engagement Plan with an overview of activities, a schedule, marketing, and a project branding and style guide.
- Up to six (6) sessions with the Working Group led by LANI with attendance by key Dudek staff, including meeting materials, agendas, and summary notes on meeting outcomes. Two (2) of the sessions will be integrated into broader community engagement activities for the project. Per City direction, we have assumed that Spanish speakers will **not** be available for the working group meetings, and Spanish translated materials will **not** be available
- Up to two (2) public outreach events coinciding with existing or planned community events (if possible). The Dudek team will develop outreach materials, including boards, and summaries, as well as provide necessary materials and supplies as relevant. The Dudek team will work with City staff to finalize locations, scheduling, planning and logistics for each event and staff each event with support from LANI and City staff. We will coordinate with City staff on logistics and marketing. We will have Spanish speakers available at each event, along with English and Spanish translated materials.
- Draft and Final community surveys for the two (2) public outreach events. Dudek will work with the City to determine the preferred platform. If printed versions of the surveys are desired, Dudek assumes that the City will be responsible for printing and distribution.
- Draft and Final presentations for one (1) Planning Commission and one (1) City Council study session on draft development standards and guidelines. We assume one (1) round of consolidated comments on the draft presentation. Dudek assumes that up to two (2) Senior Dudek staff will be attend and present as desired by the City.
- Draft and Final staff reports for one (1) Planning Commission and one (1) City Council study session on draft development standards and guidelines. We assume one (1) round of consolidated comments on the draft staff report.

TASK 4: COMMUNITY DESIGN STANDARDS AND GUIDELINES

TASK 4.1 DRAFT DESIGN STANDARDS AND GUIDELINES

Building upon Tasks 2 and 3, the Dudek team will utilize the findings of the review of existing documents, data, permit processes, and feedback received during the City staff interviews, as well as and the stakeholder and community input gathered through the on-going engagement efforts to develop draft design standards and guidelines. Our team will build upon the City's existing development and design standards to create a set of regulations that balance flexibility and predictability, creating a pathway for development that meets the needs of the City. Dudek will develop a set of enforceable regulations that will be measurable and verifiable for incorporation into the City's Municipal Code. These regulations will allow flexibility through the provision of measurable ranges and a menu of options within standards allowing flexibility to avoid monotonous and undesirable development. Standards developed through this process will be reinforced through a User's Guide

that provides clear, legible graphics and additional reference materials to support the implementation of the standards and guidelines, as outlined in Task 5.2.

The draft design standards and guidelines will incorporate objective standards for single-family, multifamily, mixed-use, commercial, and industrial uses, responding to the building styles and typologies that are common to the City. Draft standards will address the codification of formal and informal design standards related to site planning, such as building orientation and building massing and elements, such as setbacks and step-backs, building frontages, façades, entrances, materials, landscaping and screening, fencing, signage, open space, and parking design, such as location, screening, and access, as well as EV charging station design. Diagrams and illustrations will accompany the design standards and guidelines to help communicate their intent and function.

The Dudek team assumes objective design standards and guidelines will be needed for the following uses and applicable to the following twelve (12) zones:

- One (1) set of standards for single-family residential developments
 - R-E Single-Family Residential Estate Zone
 - S-F Single-Family Residential Zone
 - R-I Residential Infill Zone
- One (1) set of standards for multifamily residential developments
 - R-M Multiple-Family Residential Variable Density Zone
- One (1) set of standards for commercial developments
 - P-A Professional and Administrative Zone
 - C-N General Commercial Zone
 - C-C Community Commercial Zone
 - C-G General Commercial Zone
 - C-M Commercial/Manufacturing Zone
- One (1) set of standards for mixed-use developments
 - Mixed Use Overlay Zone

- One (1) set of standards for industrial developments
 - I-L Limited Industrial Zone
 - I-G General Industrial Zone

We assume one (1) round of consolidated comments from City staff on the draft design standards and guidelines; in response, we will develop the public review draft design standards and guidelines for the subsequent Planning Commission and City Council study sessions (Task 3.4).

Dudek assumes one (1) round of comments from the Planning Commission study session and one (1) round of comments from the City Council study session, where City staff will provide direction for the final draft of design guidelines and objective design standards for adoption.

TASK 4.2 PROTOTYPICAL SITE TESTING

Having trained and practiced as architects, our urban designers and planners are adept at both utilizing and creating objective development standards and design guidelines. For this task, our team will test the usability of the draft design standards and guidelines established in Task 4.1. A minimum of one (1) prototypical site will be studied for each of the sets of standards identified in Task 4.1, while acknowledging that up to three (3) variations per set may be required given unique and varying conditions across zones, uses, and/or development typologies (e.g., in the multifamily residential development set, we may explore conditions for a townhouse/rowhouse typology that may vary from a stacked flat typology). Each study will focus on those fundamental standards that have the potential to effectively inhibit future development, such as building height maximums, setbacks and step-backs requirements, and provisions for parking and open space. As this scope of work does not include updates to building height maximums and parking ratios, we will derive key existing development standards from Title 18: Zoning to supplement draft design standards for the site testing.

Each study will be represented as a conceptual-level site plan and 3D axonometric diagram, as well as a program breakdown identifying the achievable yield of residential units, floor area square footage, parking, and open space. In doing so, this task will reveal any regulatory barriers the draft standards and guidelines may present to future development and recommend edits to inform the final standards and guidelines completed as part of Task 4.3.

TASK 4.3 FINAL DESIGN STANDARDS AND GUIDELINES

Building upon Tasks 3.4, 4.1, and 4.2, the Dudek team will incorporate edits into the final design standards and guidelines in response to public comments, and as provided by City staff, direction from the Study Sessions (Task 3.4), and the findings of the prototypical site testing. Dudek will prepare the final objective design standards with associated diagrams and illustrations for the design standards. Design guidelines will be incorporated into the User's Guide (Task 5.2) with a variety of graphics that will include easy-to-understand massing diagrams, photos, and illustrations with annotations and callouts to supplement the development standards. In addition, Dudek will prepare the Objective Design Standard Ordinance with the final objective design standards with strikethrough/underline version of relevant sections of the Municipal Code, including associated diagrams and illustrations for the design standards, as well a clean version of the revised sections of the Municipal Code.

Task 4 Deliverables

- One (1) Draft Objective Design Standards and Guidelines
 - One (1) Public Review Draft Objective Design Standards and Guidelines (including paired graphics)
 - One (1) Final Objective Design Standards and Guidelines for adoption (including paired graphics)
-

- One (1) Objective Design Standards Ordinance with strikethrough/underline and clean versions of relevant sections of the Municipal Code.

TASK 5: PUBLIC REVIEW AND ADOPTION, IMPLEMENTATION AIDS

TASK 5.1 PUBLIC HEARINGS

Dudek will finalize and package all documentation for public hearings and adoption, including the final draft of the design standards, a formal presentation, and printed materials. Dudek will prepare a draft PowerPoint presentation for one (1) Planning Commission and (1) City Council hearing for City review and prepare a final version following one (1) round of consolidated comments.

The Dudek team will prepare a draft and final staff report for the Planning Commission and City Council hearings, for a total of up to two (2) staff reports. We assume one (1) round of consolidated comments on each draft staff report.

Dudek assumes attendance by up to two (2) Senior Dudek staff at up to two (2) Planning Commission hearings and two (2) City Council hearings.

TASK 5.2 ILLUSTRATED USER'S GUIDE

The illustrated User's Guide will assist City staff and project applicants in understanding and implementing the objective design standards. The User's Guide will build upon the findings of the current project review as detailed in Task 2.2 and will outline the updated design standards to ensure objectivity and certainty in the development process. In addition, feedback from the Working Group meetings and broader public outreach events conducted in Task 3 will guide the content of the User's Guide.

Design guidelines prepared under Task 4 will be incorporated into the User's Guide accompanied by graphics, photos, and illustrations to assist with the visualization of standards and will be further clarified through annotations and callouts that demonstrate the relationship between the standards and the graphics. The User's Guide will include guidelines that help users understand the standards' intent and function. The User's Guide will result in a tailored guidance document that ensures consistent application of design standards and assists the City in streamlining permit review through standards and guidance that remove subjectivity.

Task 5 Deliverables

- Up to two (2) PowerPoint presentations for up to one (1) Planning Commission adoption hearing and up to one (1) City Council adoption hearings (2 hearings total). Dudek assumes attendance and presentations provided by up to two (2) Senior Dudek staff
- One (1) draft and final staff report for the Planning Commission and City Council hearings, for a total of up to two (2) staff reports. We assume one (1) round of consolidated comments on each draft staff report.

- One (1) Illustrated User's Guide in PDF format

TASK 6: CEQA REVIEW

Impact Analysis

Dudek will evaluate the Citywide Objective Design Standards and Guidelines in light of how they were previously analyzed in the General Plan EIR, adopted in 2014. The addendum will discuss the adequacy of the original General Plan EIR, impact conclusions and determine if any mitigation measures will be carried forward. The qualitative impact analysis will include each of the issue topics covered in the original General Plan EIR.

This scope assumes that based on the qualitative analysis and information, there will be no evidence that the Citywide Objective Design Standards and Guidelines would require a major change to the original General Plan EIR. More specifically, this scope of work assumes all of the actions would not exceed the unit count/assumptions provided and analyzed in the General Plan EIR and no modeling, technical analysis, or technical reports will be prepared. This scope assumes the Citywide Objective Design Standards and Guidelines would not result in any new significant impact, or a substantial increase in the severity of impacts from that described in the original General Plan EIR.

Environmental Determination

Following preparation of the project description and impact analysis, Dudek will work with the City to complete the environmental determination as part of the Addendum preparation process. The following determinations will be evaluated pursuant to Section 15162 of the State CEQA Guidelines, as part of this task:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:
 - The project will have one or more significant effects not discussed in the previous environmental document;
 - Significant effects previously examined will be substantially more severe than shown in the previous environmental document;

- Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Public review of this Addendum is not required per CEQA and is not included in this scope of work. Note: If these determinations cannot be made, then an addendum cannot be prepared and Dudek can provide a revised scope and cost estimate.

For purposes of cost estimating, Dudek assumes the preparation of an Administrative Draft Addendum, Screencheck Addendum, and Final Addendum.

Task 6 Deliverables

- One (1) Administrative Draft Addendum, electronic copy only
- One (1) Screencheck Addendum, electronic copy only
- One (1) Final Addendum, electronic copy only

EXHIBIT B
APPROVED FEE SCHEDULE

**CITY OF PISMO BEACH
VENDOR AGREEMENT FOR PROFESSIONAL SERVICES**

This Vendor Agreement for Professional Services (“AGREEMENT”) is made and entered into as of the date the AGREEMENT is fully executed by all parties (the “Effective Date”), by and between the City of Pismo Beach, a municipal corporation (“CITY”), and **Dudek** (“VENDOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS:

CITY wishes to retain the services of an experienced and qualified VENDOR to provide the following services:

Planning consulting for General Plan / Local Coastal Plan update

VENDOR represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as **Exhibit A**. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Extra work beyond that described in the Scope of Services is not authorized without the express written approval of CITY. VENDOR shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in the approved Scope of Services shall not be compensated by CITY unless prior written approval was provided under this paragraph. CITY’s City Manager may approve additional work not to exceed thirty thousand dollars (\$30,000.00). Any additional work in excess of this amount shall be approved by the City Council. To the extent that Exhibit A is a proposal from VENDOR, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to by CITY in writing.

II. TERM

Unless earlier terminated in accordance with Section IV below, or unless the Scope of Services are substantially completed, the AGREEMENT will continue in full force and effect from the Effective Date through **June 30, 2021**. Upon mutual written agreement, the term of this AGREEMENT can be extended annually under the same terms for an additional one (1) year period, or longer as the parties agree in writing.

III. COMPENSATION

A. VENDOR’s Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as **Exhibit B**. However, in no event will the total amount of money paid VENDOR, for services initially contemplated by this AGREEMENT and associated expenses, exceed the sum of **four hundred fifty seven thousand six hundred two dollars and twenty cents (\$457,602.20)**, unless otherwise first approved in writing by CITY. Should this AGREEMENT be extended pursuant to Section II, VENDOR’s fee

may be adjusted upon the written agreement of the parties, in the form of an amendment to this AGREEMENT.

B. Schedule of Payment

VENDOR will submit invoices monthly for actual services performed and associated expenses. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CITY disputes any of VENDOR's fees it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefor.

IV. TERMINATION OF AGREEMENT

- A. CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon VENDOR at least ten (10) days' prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, CITY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this Section, VENDOR will submit an invoice to CITY pursuant to Section III.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, "acts of God," inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes CITY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect CITY as elsewhere provided in this AGREEMENT.

VII. CITY REPRESENTATIVE

The Community Development Director is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by CITY under this AGREEMENT, those actions will be taken by CITY Representative, unless otherwise stated. CITY’s City Manager has the right to designate another CITY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The person(s) employed by VENDOR whose name(s) are set forth immediately following the signatures of the parties executing this AGREEMENT are designated as being the representative(s) of VENDOR authorized to act on its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT.

IX. INDEPENDENT CONTRACTOR

VENDOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents will have control over the conduct of VENDOR or any of VENDOR’s employees, except as otherwise set forth in this AGREEMENT and then only as to the results to be accomplished and not the method by which VENDOR provides the Scope of Services. VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

X. BUSINESS LICENSE

VENDOR must obtain a CITY business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR’S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

- A. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. VENDOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.

- B. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the

services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of VENDOR. With respect to computer files, VENDOR shall make available to CITY, at VENDOR's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. VENDOR hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by VENDOR in the course of providing the services under this AGREEMENT.

- C. All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of CITY, whether the work for which they are made be executed or not. In the event this AGREEMENT is terminated, and at the end of the term of this AGREEMENT, all such plans, studies, sketches, drawings, electronic documentation, reports, and specifications shall be delivered immediately to CITY. VENDOR may retain one copy of each document for VENDOR'S records, but shall have no proprietary rights to them. CITY agrees to indemnify VENDOR against any damages caused by the unauthorized re-use of said documents.

XIII. INDEMNIFICATION

A. Non-design, non-construction Professional Services:

To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of CITY. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

B. Non-design, construction Professional Services:

To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless the CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of CITY. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

C. Design Professional Services:

In the event VENDOR is a "design professional," and the Scope of Services require VENDOR to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) VENDOR shall indemnify, defend and hold harmless CITY and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of VENDOR, except to the extent caused by the sole negligence, active negligence or willful misconduct of CITY. Negligence, recklessness or willful misconduct of any subcontractor employed by VENDOR shall be conclusively deemed to be the negligence, recklessness or willful misconduct of VENDOR unless adequately corrected by VENDOR. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to VENDOR under this paragraph exceed VENDOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, VENDOR shall meet and confer with other parties regarding unpaid defense costs.

D. Payment by CITY is not a condition precedent to enforcement of the indemnities in paragraph A, B, or C. In the event of any dispute between VENDOR and CITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of CITY or its officers, employees, or agents, VENDOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section 13 shall survive completion of VENDOR's services or the termination of this AGREEMENT.

XIV. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected official, officer, employee, or agent of CITY will be personally liable to VENDOR, in the event of any default or breach by CITY or for any amount that may become due to VENDOR.

XV. INSURANCE

A. Without limiting VENDOR's indemnification of CITY, and prior to commencement of the Scope of Services, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

1. General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

2. Automobile liability insurance. If VENDOR owns vehicles used in performing the Scope of Services in any manner, VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office (ISO) form CA 00 01 covering bodily injury and property damage for all activities of VENDOR arising out of or in connection with any work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.
4. VENDOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.
5. Errors and Omissions/Professional Liability. VENDOR shall maintain a policy of professional liability insurance written on a claims-made basis in an amount not less than \$1,000,000. VENDOR shall also procure and pay for appropriate tail coverage for a minimum of three years following completion of the Scope of Services to cover any errors or omissions occurring during the Term. In the alternative, VENDOR may elect to obtain equivalent coverage on an occurrence basis. CITY's Risk Manager or City Attorney may waive the requirement of professional liability insurance if he/she determines that such a policy is not commercially available to VENDOR. If such a policy is commercially available, additional cost to VENDOR in obtaining such a policy shall not be a basis upon which the insurance requirement will be waived.

B. Other provisions or requirements:

1. Proof of insurance. VENDOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements to such policies, at any time.
2. Duration of coverage. VENDOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, its agents, representatives, employees, or subconsultants.
3. Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by VENDOR or

CITY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, CITY may terminate this AGREEMENT as provided in paragraph IV.

5. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY's Risk Manager.
6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officials, agents, officers, employees, and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. Enforcement of contract provisions (non-estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.
8. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.
9. Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. In the event VENDOR's policy of insurance cannot be endorsed to provide this notice of cancellation, VENDOR shall provide CITY notice of such cancellation, in writing, not later than 24 hours following the effective time of such cancellation.
10. Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Each such insurance policy shall contain language substantially similar to the following clause:

"The City of Pismo Beach, its elected and appointed officials, officers, employees, and agents are named as additional insureds as respects operations of the named insured performed under contract with the City of Pismo Beach."

CITY need not be named as an additional insured on professional liability insurance policies.
11. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement

- of any kind that has not been first submitted to CITY and approved of in writing by CITY's Risk Manager or City Attorney.
12. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 13. Pass-through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party providing any work under the Scope of Services under the direction of VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in performing work under the Scope of Services will be submitted to CITY for review.
 14. CITY's right to revise specifications. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving VENDOR ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to VENDOR, CITY and VENDOR may renegotiate VENDOR's compensation.
 15. Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
 16. Timely notice of claims. VENDOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.
 17. Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Scope of Services.

XVI. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to CITY;
- B. Present to CITY the form of subcontract that will be used with the subcontractor for CITY's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained in paragraph XII of this AGREEMENT and must specifically name CITY as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming CITY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by CITY's Risk Manager as provided in paragraph XXV below.

XVII. CONFLICT OF INTEREST

No officer or employee of CITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that affects the officer or employee's financial interest or the financial interest of any corporation, partnership, or association in which the officer or employee is directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

- A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.
- B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as set forth immediately following the signatures of the parties executing this AGREEMENT.

- F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either CITY or VENDOR without the prior written consent of the other.

XX. INTERPRETATION

The terms of this AGREEMENT shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXI. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIII. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the AGREEMENT will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

XXIV. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders. VENDOR and its subcontractor(s) shall not discriminate against any person in the performance of this AGREEMENT on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, disability, or any other basis protected by state or federal law, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.

XXV. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVI. ATTORNEY'S FEES

Except as provided for in paragraph XV, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party

will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference. In the event of any conflict between the terms of this AGREEMENT and the terms of an exhibit, the terms of this AGREEMENT shall control. Notwithstanding the foregoing sentence, the provisions of Section XIII of this AGREEMENT shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this AGREEMENT, even if such exhibit purports to affect the provisions of Section XIII.

XXVIII. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that:

- A. the VENDOR is duly organized and existing under the appropriate State laws;
- B. they are duly authorized to execute this AGREEMENT on behalf of the VENDOR;
- C. by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and
- D. entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

XXIX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of CITY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year last written below.

Signatures begin on next page.

CITY:

City of Pismo Beach, a Municipal Corporation

Signed: James R. Lewis
DocuSigned by: 561A55223494438...

Name: James R. Lewis

Title: City Manager

Dated: 4/18/2019

Signed: Jeff Winklepleck
DocuSigned by: D776F6907D20480...

Name: Jeff Winklepleck

Title: Community Development Director

Dated: 4/18/2019

Address for giving notice (See Section XVIII):
760 Mattie Road, Pismo Beach, CA 93449

ATTEST:

Signed: Erica Inderlied
DocuSigned by: 1F3729F7C9824AA...

Name: Erica Inderlied
Title: City Clerk

APPROVED AS TO FORM:

Signed: David M. Fleishman
DocuSigned by: 04DEBB6DF4784DA...

Name: David M. Fleishman
Title: City Attorney

Attachments:

Exhibit A: Scope of Service

Exhibit B: Compensation Schedule

VENDOR:

Dudek

Signed: Frank Dudek
DocuSigned by: C1F4F504E971420...

Name: Frank Dudek

Title: Fdudek@dudek.com

Dated: 4/18/2019

Address for giving notice (See Section XVIII):
605 THIRD STREET
ENCINITAS, CA 92024

Email address for official communications:
fdudek@dudek.com

Vendor Representative (See Section VIII):

Name/Title: Frank Dudek chairman/CEO

CITY USE ONLY
START DATE: April 18, 2019
END DATE: June 30, 2021
ACCT #: 1001-40-402-4021-52101-192003
CONTRACT ADMINISTRATOR: Jeff Winklepleck
RETENTION: 0%

Exhibits A & B

DUDEK

Scope of Services

Task 1. Sea Level Rise Vulnerability Assessment and GP/LCP Existing Conditions Report

Pismo Beach includes multiple shoreline types that will be subject to different coastal processes and hazards. Bluff erosion and slope failure are primary hazards in the north while beach erosion, coastal flooding, and riverine flooding are primary concerns in the south. SLR has the potential to influence all of these hazards but not necessarily in the same way.

Task 1.1 Identify SLR Scenarios and Methodology

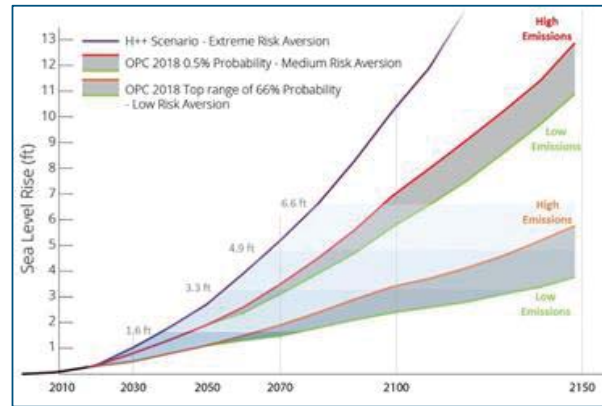
Dudek and M&N will coordinate with CCC Staff to confirm SLR scenarios, methodology, and erosion data (including bluff erosion data) to be used in the SLR vulnerability assessment.

Climate science is a constantly changing field, often with a high degree of uncertainty. In the case of California's SLR projections, the Ocean Protection Council (OPC) has high confidence in estimates for SLR up to the 2050 time horizon, after which uncertainty surrounding emissions scenarios causes predictions to diverge. Due to the uncertainty associated with predicting when and at what rate SLR will occur, we propose to evaluate five SLR scenarios between 0 and 6.6 feet (0 cm to 200 cm) at even increments of 1.6 feet (50 cm).

These SLR scenarios are consistent with the hazards information available from CoSMoS and capture >99% of the OPC SLR projections through the end of the century. These scenarios will provide sufficient detail to identify key thresholds at which significant impacts could occur over near-term (2030), mid-term (2050/2060) and long-term planning horizons.

Task 1.2 Identify Critical Assets/Managers

M&N will assemble an inventory of assets and resources available from City and County GIS databases to document the assets and resources that will be a focus of the vulnerability assessment. The



inventory will be compiled in an ArcGIS platform and include coastal infrastructure, beaches, coastal habitats, bluffs, key coastal access points, state and local transportation, utility infrastructure, homes, businesses, and parks. These maps will provide the basis for mapping coastal hazards for each SLR scenario and provide a good outreach opportunity for City staff, stakeholder meetings, and public workshops. This task will also involve coordination with appropriate City staff and other stakeholders to understand how certain assets function could be impaired by coastal hazards now and in the future.

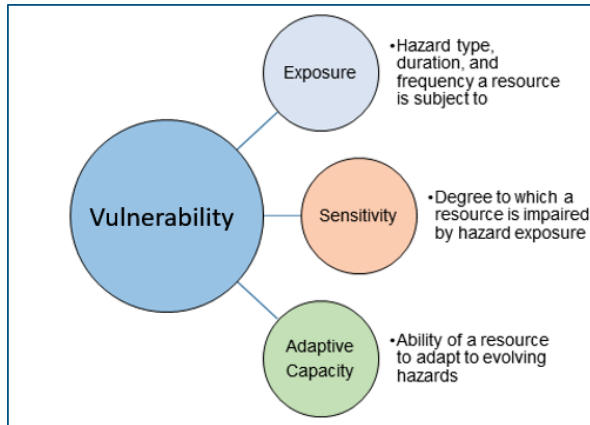
Task 1.3 Prepare Existing Conditions Report

M&N will prepare an existing conditions report to document the inventory of coastal resources and assets assembled in Task 1.2 along with a description of the existing coastal processes that will influence how resources and assets could be impacted with future increments of SLR. The topics of this report will include a historic overview of extreme storm events, littoral sediment supply, bluff erosion processes, and shoreline change trends. This report will document the baseline conditions and will be incorporated into the draft Vulnerability Assessment.

Task 1.4 Prepare Draft Vulnerability Assessment

M&N will assess the vulnerability of coastal resources and critical assets to SLR hazards using an approach consistent with the Coastal Commission's SLR Policy Guidance. Coastal hazards for each SLR scenario will be mapped and compared with the inventory of

coastal resources and critical assets. Vulnerability will be evaluated as a function of three factors: hazard exposure, hazard sensitivity, and adaptive capacity, as illustrated below.



Exposure to coastal processes, such as shoreline erosion, storm related flooding, and bluff erosion, will be evaluated using CoSMoS. CoSMoS is a multi-agency effort led by the USGS to make detailed predictions of coastal flooding and erosion based on existing and future climate scenarios. FEMA flood maps and other relevant studies on coastal and riverine hazards in Pismo Beach will also inform potential hazards under each SLR scenario.

While the CoSMoS results provide a useful and cost effective tool for SLR vulnerability assessments, there are assumptions and limitations of the data that are important to understand. For example, the regional scale and scope of the CoSMoS study does not factor in the site-specific details that affect processes like bluff retreat at a given location. It's important to understand the data used to make the projections and the underlying uncertainty in the data so these factors can be considered when assessing when and where thresholds for significant impacts may occur.

The recently renovated Pismo Beach Pier is a prominent feature of the City's coastal zone and is a popular destination for locals and visitors. Additional wave transformation analysis will be necessary to adequately assess the vulnerability of Pismo Beach Pier to SLR. M&N will develop wave crest profiles to illustrate how different combinations of waves, water levels, and SLR could impact the existing structure.

Sensitivity and adaptive capacity will be evaluated in conjunction with asset managers and the project team to identify critical thresholds where hazard exposure could result in damage or functional impairment of a given resource or asset.

Results of the vulnerability assessment will inform preparation of the LCP by identifying "triggers" at which significant planning areas, assets, or coastal resources could be impacted by SLR. The consequence of the identified impacts will also inform the policies and programs of the LCP to minimize risk to important infrastructure, basic services, and valuable resources. The vulnerabilities and the consequences identified in this assessment will help prioritize planning efforts to account for the urgency (time horizon) of each impact and the importance of each impact on the community and resources.

Task 1.5 Public Workshop #1

After conducting a Local Coastal Plan Advisory Committee (LCPAC) meeting (as described in Task 5.3), Dudek and M&N will conduct Public Workshop #1 to present the findings of the existing conditions report and draft vulnerability assessment. This workshop will provide an opportunity to solicit input from the public regarding what resources and assets are most valued in the community and how these could be preserved or protected in the future. As outlined in Task 5.4, the Dudek team will work with the City to develop an appropriate workshop format, such as an informational presentation explaining the draft vulnerability assessment, as well as an open-house format with break-out groups and informal discussions.

If the City deems fit, the project team recommends using this workshop as an opportunity to introduce the project and discuss the goals and objectives around the GP/LCP update to the public.

Task 1.6 Final Vulnerability Assessment and GP/LCP Existing Conditions Report

Based on input from CCC staff, City staff, LCPAC meeting, and Public Workshop #1, the Dudek team will complete the Final Vulnerability Assessment and GP/LCP Existing Conditions Report.

Task 1 Deliverables

- Draft Vulnerability Assessment Report
- Draft GP/LCP Existing Conditions Report
- Final Vulnerability Assessment Report
- Final GP/LCP Existing Conditions Report
- Attendance at Public Workshop #1

Task 2. Sea Level Rise Adaptation Study

SLR is unique among other hazards because it's a slow moving disaster that will develop over the span of decades. The vulnerabilities identified for SLR projections at the end of the century are overwhelming, but the slow moving nature of climate change and SLR allows for time to plan, fund, and mitigate these impacts. Our approach to developing adaptation strategies will focus on addressing short-term vulnerabilities (~2030) with effective policy updates and shovel ready projects while developing a vision for addressing mid- to long-term vulnerabilities with larger scale adaptation projects.

Task 2.1 Identify a range of SLR adaptation strategies

Building upon the findings and public outreach gathered from previous tasks, the Dudek team will develop a range of adaptation strategies based on the SLR thresholds and impacts identified in Task 1. Strategies will include planning-level measures, policy-level measures, and specific project measures in an effort to improve resilience to SLR hazards. The adaptation strategies will provide a starting point for the development of draft policies and program of the LCP.

Based on the SLR thresholds and time horizons identified in Task 1, the adaptation strategies will be organized into near-term, mid-term, and long-term strategies that build adaptive capacity into the City's important assets and resources. Planning level efforts may include SLR hazard overlay maps, public outreach, and education. Policy-level measures may include land use or zoning regulations aimed at minimizing risk to existing and future development.

Project-level measures will consider strategies such as accommodation, protection, and retreat and will evaluate the effectiveness of sediment management measures (e.g. beach nourishment, sand backpassing, and winter dike building) and nature-based solutions to preserve coastal ecosystems and the value they provide to the community.

Task 2.2 Draft Adaptation Plan

A thoughtful and effective approach to adaptation, beginning with the planning process, can reduce adverse impacts from SLR and result in a more resilient coastal community. The draft adaptation plan will focus on short-term and mid-term strategies to reduce the magnitude of impacts from SLR and coastal hazards.

The Adaptation Plan will also investigate grant opportunities and other partnership opportunities to assist with funding future adaptation projects. Given the large areas of development within the FEMA 100-year floodplain, the Adaptation Plan will complement the Local Hazard Mitigation Plan because policies and projects that reduce the flood risk today will also improve the adaptive capacity to handle SLR. Consistency between these plans will also ensure that future adaptation projects provide multiple benefits to the Community and would therefore be eligible for a range of local, state, and federal grant funding streams.

Task 2.3 Public Workshop # 2

After presenting to the LCPAC (Task 5.3), the Dudek team will present the Draft Adaptation Plan including the strategies identified for short-term and mid-term SLR scenarios and will solicit feedback from the community in order to shape the Final Adaptation Plan. The project team will facilitate community dialogue between community residents, infrastructure owners/operators, and businesses to confirm adaptation priorities and implementation timelines to increase the City's resilience to SLR. As outlined in Task 5.4, the Dudek team will work with the City to develop an appropriate workshop format, such as an informational presentation explaining the draft Adaptation Plan as well as an open-house format with break-out groups and informal discussions.

Task 2.4 Final Adaptation Plan

Based on input from CCC staff, City staff, LCPAC, Public Workshop #2, the Dudek team will complete the Final Adaptation Plan.

Task 2 Deliverables

- Draft Adaptation Plan
- Attendance at Public Workshop #2
- Final Adaptation Plan

Task 3. General Plan/Local Coastal Program

The Dudek team will update GP/LCP polices and descriptions that are out of date in at least three identified elements, provide recommendations to transform or eliminate development standards currently found in the GP/LCP that would be more appropriate to the zoning ordinance, and draft new policies to bring the GP/LCP current based on (1) the City's vulnerability assessment and GP/LCP existing conditions report, (2) the CCC's LUP Update Guides for Local Governments, (3) OPR's GP Guidelines, and (4) recent CCC guidance and workshops pertaining to CCA Chapter Three policy areas.

Task 3.1 Draft and Final Work Plan

One of the most critical factors for project success is having a well-developed Work Plan. The Work Plan will provide a roadmap for both the Dudek Team and City staff to track important milestones. Upon an in-depth review of the current GP/LCP, the work plan will refine our scope of work within specific tasks (i.e. Tasks 3 and 4). Dudek team leads and contact information will be identified for each task. As seen in the project schedule, many of the tasks overlap, and coordination between tasks is necessary. The Draft Work Plan will identify project team coordination and communication methods. The Draft Work Plan will identify potential dates for the various meetings and public outreach identified in Task 5, such as LCAPC meetings. The Draft Work Plan will include a detailed project schedule.

Key players of the Dudek team will participate in one (1) one-hour conference call with City staff to review the draft work plan. Based on input from the call and from

one round of consolidated comments from City staff, the Dudek team will complete the Final Work Plan.

Task 3.2 GP/LCP Existing Conditions Report

The Dudek team will prepare a GP/LCP existing conditions report that is technically accurate, concise, visually rich, and clearly written so that it can be easily understood and reviewed by City staff and the community. The GP/LCP existing conditions report will provide an understanding of how well the City's land use patterns and policy framework are helping to achieve the community vision. Importantly, we will address new topics that have emerged with the newly adopted 2017 Office of Planning and Research (OPR) GP Guidelines, including environmental justice, healthy communities, equitable and resilient communities, growth management, and climate change. We will conduct multiple interviews with agencies, organizations, and individuals to gain firsthand insight into each topic. Based on data gathered and analyses conducted, we will develop planning and urban design principles across all topics that clearly identify and address the issues and opportunities to be addressed. This exercise will set the stage for refining, updating, and augmenting the GP by clearly establishing where the City is today physically, environmentally, socially, and culturally.

We will compile the report into a single document with a table of contents, list of figures and tables, and an appendix of well-organized and sourced technical data for maximum user friendliness. All figures, maps, and exhibits will be of a size approved by the City and clearly legible. The following topics will be addressed in the GP/LCP existing conditions report:

- Land use
- Growth management
- Conservation and open space
- Safety
- Community services and facilities (optional)
- Noise (optional)

Land Use and Growth Management

The land use chapter will summarize the current state of urbanization in the City that will be used to prepare

background information for the EIR and inform the updates of the Land Use Element. This will include evaluating existing policies and land use patterns for how they work to achieve the existing vision, showing the effects of development since the last GP Update and evaluating the existing land use capacity and vacant land inventory using the Dudek team's infill estimation tool. This tool analyzes the land use and assessor data to determine opportunity areas for infill or redevelopment. As a starting point, we will use aerial mapping, assessor data, and other digital data obtained from the City and information from the City's existing Land Use Element. Other resources will include existing electronic and hard copy mapping, building permit records, and windshield surveys to spot-check areas. This information will be included in the GIS database assembled for the project.

The following specific information will be included in the land use chapter of the GP/LCP existing conditions report:

- An overview of the City's general development pattern and how it has evolved over time, including the functional and physical distribution of land uses (e.g., neighborhoods, districts, corridors, and employment centers)
- The existing land use categorization system, including the distribution, location, and extent of all land uses identified in Government Code 65302(a)
- A calculation of the potential maximum buildout of the City based on the existing policy framework and the density/intensity limitations for each land use category
- A review of past and current development proposals to understand the different types of development occurring under current regulations
- Identified gaps in services and areas lacking community assets
- The regulatory framework pertaining to land use in the City, including City and state regulations, and City regulatory and policy documents

Conservation and Open Space

In this chapter, we will describe the natural environment in the City and assess the constraints of the sensitive resources, including applicable federal, state, and local regulations or policies that protect these resources. The information for this chapter will be derived from existing regional, state, and federal sources. Information from this chapter will be used to update the Conservation and Open Space element.

Topics to be addressed include:

- Protected lands and open space
- Scenic resources
- Biological resources; a reconnaissance-level review of the area will occur focusing on vegetation communities specifically special-status plants and wildlife, streams and wetlands, significant wildlife movement corridors, and regional habitat conservation planning in the City (as designated by the California Natural Diversity Database, the USFWS, and the California Native Plant Society). Depending on initial analysis, additional scope and budget may be required for a more detailed review of biological resources.
- Cultural resources
- Natural and mineral resources
- Hydrology and water resources
- Air quality
- Energy use

Safety

This section will outline and map the hazard events most prevalent in the City (i.e., earthquake, wildfire, extreme weather, landslides, and hazardous materials movement), extracting from the Local Hazard Mitigation Plan, and consultation with resources agencies such as the California Department of Forestry and Fire Protection and Cal Adapt. The Dudek team will map hazard events at various levels of intensity (i.e., mild, moderate, and extreme events) to illustrate the range of potential impacts and risk. We will then inventory existing infrastructure, public facilities, health care centers, populations, land use, and evacuation routes and will map each hazard event over this inventory.

Exhibits A & B



This chapter will also assess the City's capacity to respond to hazards. The Dudek team will evaluate the City's early warning systems, public notification systems, and evacuation routes. This assessment will identify the City's capacity of existing municipal programs, policies, ordinances, and state and federal programs that are currently directly or indirectly improving the City's response resilience to hazard events, and will cross-reference the existing programs and policies with the risk index to identify any potential gaps in services and resilience. The capability assessment will present a matrix that cross references the hazard risk.

Noise (Optional)

The Dudek team will update noise conditions in the City that will be helpful in updating the City's Noise Element. With the presence of the 101, high levels of noise have the potential to impact quality of life in the community. The Dudek team will conduct a short-term noise monitoring program to characterize major sources of noise and noise levels in noise-sensitive areas. The location of noise monitoring sites will be closely coordinated with the City. Dudek will also identify areas of the City that are sheltered from noise in order to preserve and protect the quiet places in the community that could be at risk of noise intrusion. With so few quiet places remaining in the country, the absence of noise is becoming more and more rare, and ever more important in sustaining quality of life. (See Optional Task 3.4)

Community Facilities (Optional)

The Dudek team will summarize the existing conditions and service standards for parks and recreation facilities, schools, libraries, police, fire, emergency services, solid waste and recycling, water supply, stormwater and wastewater capacity, and public utilities. This will also include identifying the regulatory framework, strengths and weaknesses, and planned improvements for each service provider. Importantly, we will evaluate the distribution and equitable access to community services (e.g., transportation access) and identify any service gaps. We will also look at the potential need for recovering and delivering edible food waste, anaerobic digesting, composting, and remanufacturing facilities. (See Optional Task 3.4)

Task 3.3 Administrative Draft GP/LCP

Dudek will prepare and submit an electronic copy of the Administrative Draft GP/LCP to the City for internal or interdepartmental review and comment. This deliverable assumes incorporation of one (1) round of consolidated City comments and one (1) round of CCC comments. We assume one (1) meeting via teleconference with City staff to discuss comments received, and one (1) meeting via teleconference with both City and CCC staff to discuss comments received.

Public comments received from a dedicated website, mail, and other avenues will be collected. The Dudek team will compile all comments received on the Administrative Draft GP/LCP and develop a summary of comments and responses for consideration. These comments will also become a required component of the record for the LCPA materials for submittal to the CCC.

As described herein, we have found success in other jurisdictions using an approach whereby GP/LCP revisions are completed in sections by Element or CCA Chapter Three policy area. This allows the City and CCC staff to focus one or two meetings on a topic to discuss revisions and provide input on draft sections. The updated section(s) are usually provided to CCC staff at least two weeks in advance of the meeting. Informational meetings for the LCPAC can also be held based on topic areas to focus discussions and receive clear feedback.

Dudek coastal planners will determine what documents and text constitute the existing CCC-certified baseline LCP through review of the various existing LCP documents and past amendments, as well as consultation with CCC staff. As noted, the existing LCP is combined with the City's GP, and is organized by GP elements. Ten elements are included: Circulation, Conservation/Open Space, Design, Facilities, Growth Management, Housing, Land Use, Noise, Parks and Recreation, and Safety. The document also contains maps, including various land use maps and a 100 and 500 Year Flood Plain Map. Each element contains a narrative component as well as titled objectives, policies, and implementation policies. The Dudek team proposes to update the following Elements of the existing GP/LCP (as outlined in the Work Plan):

Land Use Element (Including Growth Management Policies)

The Dudek team will update the Land Use Element to address current issues and legislation. We will also update the land use plan, land use classification system, development capacity, and GP and zoning consistency matrix. We will include policy direction for each land use designation to establish clear expectations in the development application process. This could include specific direction for Pismo Beach's neighborhoods and commercial areas. Additional policy topics to consider pursuant to the OPR GP guidelines include the equitable distribution and accessibility of community services and facilities, gaps in services, regional housing needs, transit-oriented development opportunities, vehicle miles traveled (VMT) reduction, Low Impact Development strategies, and water supply per AB 162. Dudek will include growth management strategies that ensure that the City is consistent with regional and state growth requirements and that the City can grow consistent with physical, social, economic, environmental, and fiscal goals in a cost-effective, equitable, and politically stable manner.

Land Use Alternatives

As a preliminary task in updating the Land Use Element, Dudek will work with City staff and the community to develop the Land Use Plan that will guide the long-term physical development of the City. During this task we will rely on the results of the GP/LCP Existing Conditions Report and input from the community to identify any areas where land use change is appropriate. Given the City's largely built-out nature, we do not expect widespread land use changes at this time; rather, we anticipate focusing our attention on specific opportunity areas and verifying that the City's overall land use plan supports its vision. We will develop a series of land use alternatives based on identified issues and community values.

As part of the effort to prepare alternatives, our team will first develop a Land Use and Development framework for the Town. This will include community land use, design and environmental strategies, and principles to address the following:

- Areas of stability that will not change
- Potential change and opportunity areas

- Majorly constrained or at-risk areas
- Areas with gaps in services (e.g., transportation gaps, public facility gaps, commercial service gaps)
- Areas approved for new development
- Transportation hubs
- Community-identified issue areas
- Areas uniquely susceptible to impacts from climate change
- Neighborhood edge conditions/transition areas, and key historic areas or cultural resources

Dudek will explore and prepare three (3) alternatives that are each consistent with the Land Use and Development Framework and (at a high level) address the problems to be solved. Alternatives will be prepared through an iterative process based on client input and internal creative reviews. In addition, we will use scenario planning to illustrate how each alternative would best adapt to changes in technology (e.g. autonomous vehicles), demographic changes, and climate change. These alternatives will also satisfy the requirement under CEQA to evaluate a range of reasonable alternatives in the EIR.

Safety

This element will be updated to address natural hazards in the context of climate change including SLR, tsunamis, wildfires, geotechnical and seismic hazards, bluff erosion, flooding, and wildfires. For the various hazards, thresholds of unacceptable exposure or risks will be updated and expressed through polices which will limit the intensity of development in high risk areas, impose development standards to provide a measure of protection, and/or prohibit construction in areas with unacceptable or unavoidable risks. Through updating development standards, the Safety Element will protect the public health, safety, and welfare by 1) denying projects that would impose risks on their neighbors or the community at large; 2) ensuring that the City adequately assesses risk when considering future permits; and 3) ensuring that a financial burden is not imposed on the general taxpayer by allowing development in hazard-prone areas.

More specifically, the existing Safety Element will be updated to include new SLR policies based on the results of the Vulnerability Assessment and Adaptation Plan as well as other available guidance and technical studies, such as the CCC's SLR Guidance Document (2018 Update). The Vulnerability Assessment and Adaptation Plan deliverables developed during Task 1 and 2, as well as the GP/LCP Existing Conditions Report in Task 3.1 will help the Dudek team evaluate future coastal hazard impacts and identify new and enhanced coastal hazard adaptation strategies. The Vulnerability Assessment will be utilized to create policies and standards that improve the City's resiliency and adaptive capacity to the coastal hazards associated with SLR, as identified in the assessment and modeling portions of the project. M&N will provide input and review of the Safety Element policies for new and existing development related to coastal hazards that build upon the results of the SLR Vulnerability Assessment and Adaptation Plan. Policies included will address the following:

- Incorporation of relevant CCA Chapter Three Policies.
- SLR and coastal hazards adaptation policies, including, for example, accommodation, protection, and retreat adaptation measures (or a hybrid) using a phased approach that sets triggers for successive actions based on changing coastal conditions.
- Policy options to address, for example, resources including important public coastal access and recreation areas, such as beaches, sensitive habitat areas, and beachfront public amenities as they become at risk from SLR. The policies may also identify a tiered approach to project-specific SLR and climate change adaptation strategies that (1) could be allowed as part of a streamlined permitting strategy and (2) those that may necessitate more technical evaluation and mitigation requirements that, which would help the City offset future impacts and enable more resilient adaptation strategies to be pursued.
- New coastal hazards policies to address the issue of SLR and other coastal hazards

including, but not limited to, rolling setbacks, transfer of development rights, armoring, hazard overlay zones, land division requirements, etc.

- Climate vulnerability and potential threats from climate change in adherence with the Natural Resource Agency's "Safeguarding California" publication for reducing climate risk principles, including measures that protect California's most vulnerable populations; achieve multiple benefits from efforts to reduce climate risks and prioritize green infrastructure solutions; and that integrate climate risk reduction with emissions reductions to the fullest extent feasible.
- Consideration of public trust lands interactions with private development; critical municipal infrastructure such as roads, commercial zones; and natural resources such as beaches.

We assume that the City, in conjunction with the public outreach efforts included in this scope of work, will provide direction for the preferred SLR and climate change adaptation and mitigation measures that will help inform the Safety Element.

Conservation and Open Space

The Dudek team will update the Conservation and Open Space Element. This combined element will identify and define strategies to protect both coastal and inland natural resources, including but not limited to biological communities, valued open spaces, wetlands, and viewsheds. Policies will maximize the protection of public access, recreation, sensitive coastal resources, and archaeological resources. Specific categories represented in this element will include air quality; archaeology; butterfly habitat; coastal foothills; Pacific Ocean, tidal zone, and coastal cliffs; Pismo Creek and Price Canyon; Pismo Marsh Ecological Reserve; and soils and drainage. Resource protection policies will be designed to reflect current City values and state and federal requirements, including consistency with Coastal Act Chapter Three Policies. Comprehensive consideration of natural resources and amenities will be provided, including open space and recreation, preservation of biological resource, and air quality.

Task 3.4 (Optional)

An optional task has been provided to update the following elements of the existing GP/LCP:

Noise Element

In accordance with California Government Code Section 65302(f), a noise element should utilize the most accurate and up-to-date information available to reflect the noise environment, stationary sources of noise, predicted levels of noise, and the impacts of noise on local residents. It should be as detailed as necessary to describe the local situation and offer solutions to local noise issues. It must include the considerations of noise levels from:

- Highways and freeways.
- Primary arterials and major local streets.
- Passenger and freight online railroad operations and ground rapid transit systems.
- Commercial, general aviation, heliport, helistop, and military airport operations, aircraft overflights, jet engine test stands, and all other ground facilities and maintenance functions related to airport operation.
- Local industrial plants, including, but not limited to, railroad classification yards.
- Other ground stationary noise sources, including, but not limited to, military installations, identified by local agencies as contributing to the community noise environment.

Dudek will update the noise element by identifying current ambient community noise levels and predicting future noise levels from transportation noise sources. Dudek will also review the existing policies and recommend any revisions that could increase the effectiveness of the policies to achieve the principles of the Noise Element.

Noise Setting: Existing noise levels in the City will be determined based on noise measurements conducted to address key noise sources within Pismo Beach. The measurements will be made using an American National Standards Institute Type 1 or Type 2 calibrated integrating sound level meter. The anticipated noise measurement program includes the following.

- Highways and Freeways: At least one short-term sound level measurement (15-30 minutes) will be conducted, along with manual traffic counts, adjacent to each of the below highways/freeways. Sound level and traffic data will be used to calibrate the Federal Highway Administration (FHWA) Transportation Noise Model (TNM) for the calculation of existing and future traffic noise levels.
 - US 101
 - Highway 1
- Primary Arterials and Local Streets: The same local roadways addressed in the existing noise element would also be evaluated in the noise measurement program for the update and would include Fourth Street, Mattie Road, Noyes Road, Oak Park Road, Price Canyon Road, and Shell Beach Road.
 - At least one short-term sound level measurement (15-30 minutes) will be conducted, along with manual traffic counts, adjacent to each of the above roadways. Sound level and traffic data will be used to calibrate the FHWA TNM for the calculation of existing and future traffic noise levels.
- Passenger and Freight Train Lines: Dudek will conduct a 24-hour sound level measurement adjacent to the Union Pacific Railroad (UPRR) alignment to characterize rail operations noise levels in Pismo Beach.
 - UPRR Alignment/Amtrak Passenger Train Operations
- Airports: No airports exist in Pismo Beach; therefore, no sound-level measurements are proposed for aircraft-related noise within Pismo Beach.
- Industrial Plants: Dudek will conduct a 24-hour sound level measurement along the boundary of the Industrial Area within Pismo Beach to characterize noise levels from this use at the closest noise-sensitive land uses (i.e., residences).
- Other Ground Stationary Sources/Representative Residential Neighborhoods: Dudek will conduct up to four

(4) 24-hour sound-level measurements to address other important stationary noise sources and/or to characterize noise levels in residential neighborhoods not immediately adjacent to the transportation noise sources described above.

Noise Modeling: Measured sound levels and traffic data counts will be used to model existing and future noise levels for roadways (i.e., highways and local roads). Measured sound levels from the railway, industrial area, stationary noise sources, and neighborhood areas will be used to produce noise contour mapping for these noise sources.

Assumptions and methods include the following:

- **Highway/Freeway Noise:** Dudek will use traffic count data from Caltrans for existing conditions and will verify with the City the annual growth rate to apply to future traffic volumes through the Build-out year. The FHWA TNM 2.5 model will be used to evaluate highway traffic noise.
- **Major Arterials/Local Roadways:** The City will provide existing traffic count data for each roadway and will identify the annual growth rate to apply to future traffic volumes through the Build-out year. The FHWA TNM 2.5 model will be used to evaluate highway traffic noise.
- **Railway Noise:** Dudek will use the measured sound level from rail operations and sound attenuation modelling available from the Federal Rail Authority to construct noise contours from the rail alignment. Dudek will contact UPRR to obtain any projections for future increases in rail activity.
- **Industrial Sources/Stationary Noise Sources:** Dudek will apply standard outdoor attenuation rates for measured sound levels from the industrial area and other stationary noise sources to determine the distance at which noise levels would diminish to those acceptable for residential uses. Contours may be provided, depending upon the area affected by elevated noise level

Dudek will review the existing Noise Element Policies, compare these to the content and functionality of other recently updated noise elements, and evaluate whether revisions to the policies could achieve more successful achievement of the noise Element Principles. Dudek will prepare an updated Noise Element that includes:

- Noise characteristics, acoustic terminology, and sound levels of common activities
- Important sources of noise in the community and means for avoiding noise incompatibilities
- Existing noise conditions, including narrative description and noise contour maps
- Future noise conditions, illustrated with noise contour maps
- Principles and policies for the management of community noise

Community Facilities Element

The Facilities Element addresses the services and infrastructure needs of the community. While not a state mandated element, this element is critical to providing services equitably across the community. The Dudek team will use the GP/LCP existing conditions report to update the issues, goals, and policies in this element, with careful attention to the physical and service infrastructure deficits in disadvantaged and underserved areas.

Task 3.5 Public Workshop #3

Following an LCPAC meeting (Task 5.3), the Dudek team will present the Administrative Draft GP/LCP at the third public workshop. If the City deems fit, Public Workshop 3 may also include a presentation of land use alternatives to the community to help the development of the Land Use Plan. This workshop will also focus on describing to the public how SLR vulnerabilities and adaptation strategies influenced new and updated GP/LCP policies. As outlined in Task 5.4, The Dudek team will work with the City to develop an appropriate workshop format, such as an informational presentation on policy approaches, as well as an open-house format with break-out groups and informal discussions. This would allow for a wide discussion of policies and land use alternatives most desirable for the community

The Dudek team in coordination with the City will collect and compile all public comments on the Administrative Draft GP/LCP; all comments will be included in the file as a required component of the GP/LCP Update submittal package.

Task 3.6 Draft GP/LCP

Any necessary changes and edits that come out of the LCPAC meeting, public meeting, and submitted by the public or stakeholders will be incorporated into the Draft GP/LCP document as part of Task 3.5. We will work closely with the City to address and incorporate all remaining comments into the document. We will identify which comments or requested changes do not align with the CCC's or City's goals and vision for the GP/LCP Update, and recommend approaches to address the comments.

Dudek will prepare and submit an electronic copy of the Draft GP/LCP to the City for internal and interdepartmental review and comment. This document will be based on the Administrative Draft GP/LCP document with City and preliminary CCC comments incorporated based on iterative review during meetings with CCC staff. This task assumes incorporation of one (1) round of revisions following receipt of consolidated internal City comments on the Draft GP/LCP and one (1) round of revisions following preliminary comments from CCC staff.

Task 3.7 Final GP/LCP and CCC Submittal

Based on City Council action and final text changes provided by staff, Dudek will prepare the final GP/LCP for submission to the CCC for certification.

Task 3 Deliverables

- Draft and Final Work Plan
- Administrative Draft, Draft, and Final GP/LCP
- Attendance at Public Workshop #3
- Final GP/LCP submittal to Coastal Commission for Certification

Task 4. Zoning Code/Implementation Plan Update

The Dudek team will update the zoning regulations to prepare one comprehensive updated Zoning Ordinance/Implementation Plan to represent contemporary planning and zoning best practices, ensure compliance with the applicable Federal and State laws, allow for reasonable flexibility, and be easy to use and understand. The update will correct for the current inconsistencies between the GP and Zoning Ordinances.

Task 4.1 Technical Review

LWC will conduct a technical review of the 1983 Zoning Code (Coastal Implementation Plan) and the 1998 Zoning Code (Zoning Ordinance), the Shell Beach Design Guidelines, and other approved and in-progress relevant documents. The purpose of this review is to analyze the effectiveness of the existing regulations to implement the GP and LUP and the strengths and weaknesses of the current codes in terms of structure, organization, ease of use, standards, and procedures.

Task 4.2 Identify Zoning Ordinance/IP Revisions

LWC will prepare a Zoning Ordinance/IP Revisions memo, identifying necessary revisions to the City's existing Zoning Ordinance and IP for consistency with the GP and LUP update. The memo will address various topics and development standards and contain recommendations to maintain, eliminate, or modify various aspects of the current codes to create one comprehensive, modern, and consistent zoning code. The memo will address and make recommendation on, but not limited to:

- Definitions, including "Existing Development," "Redevelopment," and "Grading."
- Uses and regulations specific to the different coastal zone areas including the appealable and non-appealable areas and areas outside the coastal zone.
- Standards relating to coastal development bluff top setbacks, coastal access, and parking.

- Updates to overlay zones.
- Development standards, including building heights, setbacks, floor area ratio (FAR), signage, roof decks, basements, etc.
- Citywide architectural design requirements and design guidelines for sub-areas.
- Required permits and permitting authority for a variety of applications both ministerial and discretionary.

The Zoning Ordinance/IP Revisions memo will be reviewed at review meetings with City staff, LCPAC, the community, decision makers, and decision makers as described in Task 5. Feedback on the memo from these meetings will be used in the preparation of the Draft Zoning Ordinance and Coastal Implementation Plan.

Task 4.3 Public Workshop #4

Following a presentation to the LCPAC (Task 5.3), the fourth public workshop (Public Workshop #4) will present the Zoning Ordinance/IP memo for public review. Public Workshop #4 will likely focus on gaining additional public insights into various new and updated development standards that would apply in the City. As outlined in Task 5.4, the Dudek team will work with the City to develop an appropriate workshop format, such as an informational presentation explaining the Zoning Ordinances/IP Revisions, as well as an open-house format with break-out groups and informal discussions.

The Dudek team in coordination with the City will collect and compile all public comments on the Administrative Draft GP/LCP; all comments will be included in the file as a required component of the LCPA submittal package.

Task 4.4 Administrative Draft Zoning Ordinance and Coastal Implementation Plan

Based on the comments received on the Zoning Ordinance/IP Revisions memo, LWC will prepare an Administrative Draft Zoning Ordinance and Coastal Implementation Plan for City staff review. The Draft Zoning Ordinance and Coastal Implementation Plan

will represent contemporary planning and zoning best practices, ensure compliance with State and federal law, allow for reasonable flexibility, and be easy to use and understand.

Task 4.5 Draft Zoning Ordinance and Coastal Implementation Plan

Based on a single, consolidated set of comments from City staff on the Administrative Draft Zoning Ordinance/Coastal Implementation Plan, LWC will prepare a Public Review Draft Zoning Ordinance/Coastal Implementation Plan for public review and adoption.

In preparing this draft, the Dudek team will format the final documents for style and readability and will assist the City in publishing the document on the project webpage. The project team will then provide the Final Draft GP/LCP in electronic format (PDF and Microsoft Word).

Task 4.6 Final Zoning Ordinance and Coastal Implementation Plan/CCC Submittal

Based on City Council action and final text changes provided by staff, LWC will prepare the final Zoning Ordinance/Coastal Implementation Plan for submission to the CCC for certification.

Task 4 Deliverables

- Memo identifying revisions to Zoning Ordinance and Coastal Implementation Plan
- Administrative Draft, Public Review Draft Zoning Ordinance, and Coastal Implementation Plan
- Final Zoning Ordinance and Coastal Implementation Plan to Coastal Commission for Certification
- Attendance at Public Workshop #2

Task 5. Public Outreach/Project Management

The Dudek team will participate in public workshops, interdepartmental meetings, and various legislative or advisory bodies within the City. If additional

stakeholder/public meetings are deemed necessary by the City during the GP/LCP update process to address specific topics or community concerns, additional meetings will be provided subject to an additional scope and fee and/or existing budget may need to be reallocated among tasks.

Task 5.1 Project Kick Off Call

Key players of the Dudek team will participate in one (1) 1.5 hour teleconference kick off call with the City to review the scope of work, timeline, communication protocols, and other relevant project information.

Task 5.2 Bi-Weekly Project Team Calls

Key members of the Dudek team will participate in bi-weekly regular coordination meetings (one hour, via teleconference) during the project term.

Task 5.3 LCPAC Meetings

Key members of the Dudek team will meet with the LCPAC on a bi-monthly basis, for a total of nine (9) meetings (1.5-hours). The initial meeting with the LCPAC will be to discuss the work plan and answer any questions the LCPAC may have on upcoming work and process. Meetings will be used to provide updates to the LCPAC and discuss next steps. Four of the nine meetings will be used as review meetings and will include:

- M&N's participation in two (2) review meetings with the LCPAC for the purposes of gathering comments and getting feedback on the Draft SLR Vulnerability Assessment and the Draft Adaptation Plan prepared in Tasks 1 and 2. M&N will present the project overview, planning area, and results of the Draft SLR Vulnerability Assessment, providing an opportunity to solicit input from key stakeholders, ensuring local knowledge and experience is incorporated into the final vulnerability assessment. Similarly, M&N will present the Draft Adaptation Plan and solicit feedback from stakeholders to shape the Final Adaptation Plan.

- Dudek's participation in one (1) review meeting with LCPAC for the purposes of gathering comments and getting feedback on the Draft GP/LCP.
- LWC's participation in one (1) review meeting with LCPAC for the purposes of gathering comments and getting feedback on the Zoning Code/IP Revisions memo prepared in Task 4.

Task 5.4 Public Workshops

Holding public workshops is a key task in the GP/LCP process to build trust with constituents, demonstrate transparency in governance, and fulfill the legal requirements of public outreach under CCC regulations. We know from experience working on other GP/LCP projects that acknowledging, considering, and incorporating input received in the outreach process is a critical component to securing CCC and City decision maker support of GP/LCP policies and will reduce any unanticipated concerns from interested parties or community groups after the GP/LCP update is submitted to the CCC.

The Dudek team will assist the City with a total of four (4) public outreach meetings occurring throughout the update process, as identified in Tasks 1.5, 2.3, 3.5, and 4.3.

- Public Workshop #1 will serve to introduce the project and discuss the goals and objectives of the SLR study and GP/LCP update, receive general public input, facilitate an understanding of the project, and present key SLR findings (as identified in Task 1.5 Public Workshop #1)
- Public Workshop #2, following the completion of the SLR vulnerability and risk assessment, will present the key SLR findings and various adaptation strategies described in Task 2 (as identified in Task 2.3 Public Workshop #2).
- Public Workshop #3 will take place after the public release of the Administrative Draft GP/LCP. Attendees will have the opportunity to review, ask questions, and provide input regarding the draft coastal hazards policies and potential land use alternatives (as described in Task 3.5 Public Workshop #3).

- Public Workshop #4 will present the Zoning Ordinance/IP memo for public review. This workshop will likely focus on gaining additional public insights into various new and updated development standards that would apply in the City (as described in Task 4.3 Public Workshop #4).

In coordination with the City, the Dudek team will:

- Develop an appropriate workshop, such as an informational presentation or an open house with break-out groups and informal discussions.
- Support the development of presentations and public outreach materials in coordination with City staff to communicate the latest science-based analysis, LCP/GP and Zoning Ordinance updates, and community options or priorities in an easy-to-understand fashion.
- Develop information materials for the stakeholder/public meetings such as display boards (developed by the Dudek team and the City staff for each workshop) and/or sheets of butcher paper (to provide comments);
- Strategize with the meeting participants, including City staff, on approaches for appropriate messaging and communication for these meetings; and
- Collect comments and provide a summary of comments received and overall outcome of the meetings.

Each of the four public outreach meetings assume the following:

- The City will identify meeting locations, site map, notification process, timeline, and action items;
- The City will prepare content for noticing for the public meeting in compliance with the noticing requirements of the CCC's regulations (Section 13515 of Title 14 of the California Code of Regulations);
- The City will develop and provide the following materials: sign in sheets, comment forms, Frequently Asked Questions pamphlet, signage (depending on workshop location and parking);
- The City will be responsible for securing facilities for public meetings and events, including any

needed permits, audiovisual equipment, table/chair rentals, fees, and refreshments;

- The City will assist with Spanish-language translation for materials and notices, and public workshop, if necessary; and to verify that environmental justice requirements are met;
- Each meeting will be held for two hours in the evening (after 5:00 p.m.), in accessible facilities; and
- Each meeting will involve two key members from Dudek and one key member from either the M&N team or the LWC team, in addition to City staff attendance.

Task 5.5 Study Sessions

M&N will participate in one (1) in-person joint Planning Commission/City Study Session on the SLR Vulnerability Assessment and Adaptation Plan prepared in Tasks 1 and 2 to provide information to the Planning Commission/City Council, gather feedback, and answer any questions.

Dudek will participate in one (1) in-person joint Planning Commission/City Study Session on the Administrative Draft GP/LCP update prepared in Task 3 for the purpose of gathering feedback to inform the Draft GP/LCP Update, and answering any questions.

LWC will participate in one (1) in-person joint Planning Commission/City Council Study Session on the Zoning Code/IP Revisions memo prepared in Task 4 for the purpose of gathering comments and getting feedback to inform the Zoning Code/IP update, and answering any questions the Planning Commission/City Council may have.

This task does not include the preparation of a formal presentation or any meeting materials.

Task 5.6 CCC Staff Meetings

The Dudek team believes that coordination and engagement with Coastal Commission staff throughout the update process is key to ensuring that the documents presented for CCC consideration represents an effort that, to the greatest extent possible, balances the needs of the residents and visitors of Pismo Beach with the goals of the CCA.

Through CCC coordination, the Dudek team will receive input to verify that CCC staff are comfortable with the depth and detail in the SLR Assessment to support the direction of the GP/LCP update planning process. Including the CCC early in this process will give the City the opportunity to provide feedback on more controversial and complicated coastal SLR and climate change planning topics, such as shoreline protection structures, beach nourishment, and groins and offshore breakwaters. Ideally, the coordination process with CCC staff will be initiated directly after the first project kickoff meeting so that any additional work on the vulnerability or adaptation assessments can be included in the refined work plan.

As such, the Dudek team will meet with CCC staff, one (1) hour each, two (2) in person, and 10 via teleconference to ensure early and regular coordination and will transmit documents electronically in advance of the meetings.

Task 5.7 Public Hearings

One member from the Dudek team will attend, make a formal presentation, (via PowerPoint), and answer questions at four (4) public hearings with any combination of the Planning Commission, City Council, and/or the Coastal Commission. This task assumes the City will prepare and provide meeting materials.

Task 5.8 Meeting material and summaries/notes

The Dudek team will provide meeting notes for all project calls and will provide summaries for outreach activities (i.e. LCPAC meetings, Study Session, and Public Hearings). This task assumes that the City will provide any necessary meeting materials.

Task 5. Project Management

To account for the various as-needed meetings and conference calls and to maintain responsive email correspondence, this task assumes sixteen (16) hours per month of project management, on average, throughout the duration of the contract.

Throughout the project, our project manager and GP and LCP team leads will coordinate regularly with City (and CCC staff, if requested by the City), including

email and bi-weekly project team conference calls to check-in and discuss project components, review draft work products, and to receive comments and direction on the GP/LCP Update.

Additionally, our project manager and GP and LCP team leads will keep a set of draft documents, tracking revisions as the project progresses. We will utilize Web-based tools, such as a shared file site, so that draft electronic documents can be obtained and reviewed by the City and CCC staff and worked on simultaneously, as necessary. Our project manager will also keep a budget tracking spreadsheet, including progress reporting, for monthly submittal to the City.

As the project timeline may be affected by coordination with CCC staff, we suggest setting up a protocol with CCC staff to streamline draft document/policy transmittals and to receive CCC comments and feedback. We also suggest setting up pre-scheduled CCC meetings in order to keep the project on schedule and budget. Early and ongoing coordination with CCC staff is critical to managing the project schedule because local hearings and approvals can be delayed if feedback on proposed policy language prior to local hearings is not provided in a timely manner by CCC staff. Therefore, based upon recent experience, our team will strategize with the City for the proper packaging of submittals to CCC staff for streamlined review. We have found that keeping track of revisions and policy suggestions using a “key issues list” will assist with focusing on important areas of discussion throughout the process.

Task 5 Deliverables:

- Bi-weekly project team conference calls
- Bi-monthly meetings with the LCPAC, Nine (9) meetings total, four (4) of which will be review meetings
- Preparation for and attendance at four (4) Public Workshops
- Preparation for and attendance at three (3) Study sessions
- Preparation for and attendance at up to 12 CCC staff meetings
- Attendance at four (4) Public Hearings

Task 6. Grant Funding Assistance

Task 6.1 Grant Acquisition

The Dudek team includes grant-writing experts who assist agencies in identifying appropriate grant opportunities for their projects. Using a targeted approach, Dudek will analyze project objectives, match goals to opportunities, and employ a “writing-to-win” method. Moreover, Dudek’s team prides itself on having a high rate of success when it comes to grant acquisition by ensuring that we do our due diligence prior to applying for grants. Our team will thoroughly vet the proposed project and verify there is a strong correlation between the project and potential grant requirements and eligibility. Dudek will attend all relevant meetings and workshops related to grant guidelines and will reach out to grantor agency staff to discuss the GP/LCP update. Dudek will also work with the City to determine the likely local, regional, or statewide competition. Therefore, with a systematic approach, Dudek’s aims to mitigate risks associated with applying for funds.

Our team understands that successful grant funding consists of two-thirds planning and one-third writing. Dudek will assist with fund disbursement and reporting compliance, allowing the City to focus on project implementation, while we complete administrative tasks. Our team will provide a full range of grant administration services, including developing project- and grant/loan-specific templates and forms, generating materials packages and documents for agency review and processing, negotiating favorable grant terms and/or extensions, when needed, and coordinating with project proponents to submit necessary grant reimbursement materials.

Dudek will conduct thorough grant research prior to identifying a course for funding. This research entails discussions with the funding agencies, as well as City staff. Moreover, Dudek will work to identify project aspects, project partners, and funding streams that may be new to the City. For example, by identifying and establishing good project partnerships to the extent projects or project elements can be funded through a collaborative approach for multiple benefits, Dudek will endeavor to find and cultivate those opportunities.

Task 6.2 Grant Proposal Development

Dudek’s key priorities in completing applications is to maximize the competitiveness of the application, develop a work plan and associated budget, and schedule for successful completion of the identified project. Dudek will verify that the grant application fully satisfies the evaluation criteria used to score the application and rank it against others. The key elements of the application required for maximizing scoring are typically an effective project justification and a detailed work plan, as well as a defensible budget. Ensuring internal consistency within all portions of the application is one of the most important aspects of compelling and successful applications, along with succinctly articulating the need and benefits of the project vis-à-vis the grant requirements/guidelines. Procedurally, Dudek will outline a timeline for each application and prepare a draft application package, transmit the package to City staff, and request one round of consolidated comments. Once comments from City staff are received, Dudek will prepare a final application for submittal and submit it to the funding agency.

As appropriate, once the application(s) have been submitted, Dudek will follow up with the appropriate funding agency staff to confirm that application materials were received. At appropriate intervals, Dudek will contact funding agency staff to inquire about their review. Dudek will keep the City abreast of all contact and outcomes of discussions with the funding agency.

Task 6.3 Grant Administration

Dudek is experienced in the administration of complex grant implementation and administration projects. Dudek will work with City staff to ensure 100% conformance with the grant administration requirements. Dudek will work with the City on progress reports and invoices at the beginning of the project to allow for iterative review between team members and for clarification of grant requirements. Dudek will provide reminders to the team in advance of grant reporting and submittal deadlines. Dudek will review invoices for eligible expenses and grant match. Dudek will consolidate eligible grant expenses into the requisite invoice template for submittal to the funding

agency. Dudek will compile progress reports and consolidate them into a single progress report. Dudek will meticulously review draft reports, invoices, and deliverables to make sure they accurately reflect progress and associated costs within the grant reporting period and are consistent with the grant guidelines. Dudek will submit all invoices and reports to the City for review and, once revised and finalized to the granting agency.

Dudek will document compliance with the Labor Compliance Program requirements as required by a funding agency. At the end of the project, Dudek will provide the City with a complete file containing final versions of grant submittals, as well as necessary backup documentation that the City may need in the case of an audit.

Task 6.4 Submittal of Reports

Dudek will develop draft and final versions of progress reports and project completion reports or grant close out reports as requested by the funding agency (agencies). Dudek will provide templates and guidance to the City and the consultants to clarify the grant terms and requirements for reports. Dudek will review all reports for consistency with grant requirements and allow for City review of all drafts prior to submittal to the grant agency.

Employee	AI A Demilly	Mita Oker	Shari F Rehman	Shannon C Wigen	Rose W Kelly	Zoe Chan	Nadia Mummy	Joseph W Harrison	Lead to Open	Rouf B Banna	Joshua B Becker	Labor Hours	Labor @ Billing Rates	Sub-Consultant COST	Sub-Consultant BILLING	Reimbursables COST	Reimbursables BILLING	DIRECT COSTS	Total
Phase 1:2020: US-2 Services and Methodology	200.00	160.00	180.00	240.00	120.00	180.00	60.00	100.00			180.00	114		5,592.00	5,592.00	-	-	1,000	4,592.00
Task 1.10 US-2 Services and Methodology	160.00	120.00	140.00	180.00	80.00	120.00	50.00	80.00			140.00	114		5,592.00	5,592.00	-	-	1,000	4,592.00
Task 1.11 US-2 Services and Methodology	40.00	40.00	40.00	60.00	40.00	60.00	10.00	20.00			40.00	0		0.00	0.00	-	-	0	0.00
Task 1.12 US-2 Services and Methodology	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 1.13 Prepare Final Condition Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 1.14 Prepare Final Vulnerability Assessment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 1.15 Public Workshop #1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 1.16 Public Workshop #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 1.17 Identify a range of SLA adaptation Strategies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 2.1 Data Adaptation #1	5.00	5.00	5.00	7.50	5.00	7.50	1.25	2.50			5.00	5		10,000.00	10,000.00	-	-	0	10,000.00
Task 2.2 Public Workshop #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0		0.00	0.00	-	-	0	0.00
Task 2.3 Data and Final Work Item	3.00	3.00	3.00	4.50	3.00	4.50	0.75	1.50			3.00	3		6,000.00	6,000.00	-	-	0	6,000.00
Task 3.1 Data and Final Work Item	4.00	4.00	4.00	6.00	4.00	6.00	0.80	1.60			4.00	4		8,000.00	8,000.00	-	-	0	8,000.00
Task 3.2 grr:CP Feasibility Condition Report	25.00	20.00	25.00	37.50	25.00	37.50	5.00	10.00			25.00	25		50,000.00	50,000.00	-	-	0	50,000.00
Task 3.3 grr:CP Feasibility Condition Report	25.00	20.00	25.00	37.50	25.00	37.50	5.00	10.00			25.00	25		50,000.00	50,000.00	-	-	0	50,000.00
Task 3.3 Public Workshop #3	20.00	16.00	20.00	30.00	20.00	30.00	4.00	8.00			20.00	20		40,000.00	40,000.00	-	-	0	40,000.00
Task 3.3 Final grr:CP and COC Submittal	2.00	2.00	2.00	3.00	2.00	3.00	0.40	0.80			2.00	2		4,000.00	4,000.00	-	-	0	4,000.00
Task 3.3 Final grr:CP and COC Submittal	2.00	2.00	2.00	3.00	2.00	3.00	0.40	0.80			2.00	2		4,000.00	4,000.00	-	-	0	4,000.00
Task 4.1 Design of the Data Adaptation IP Division	5.00	5.00	5.00	7.50	5.00	7.50	1.25	2.50			5.00	5		10,000.00	10,000.00	-	-	0	10,000.00
Task 4.2 Administration of Early Ordinance and Central IP	10.00	10.00	10.00	15.00	10.00	15.00	2.00	4.00			10.00	10		20,000.00	20,000.00	-	-	0	20,000.00
Task 4.3 Administration of Early Ordinance and Central IP	10.00	10.00	10.00	15.00	10.00	15.00	2.00	4.00			10.00	10		20,000.00	20,000.00	-	-	0	20,000.00
Task 4.4 Administration of Early Ordinance and Central IP	10.00	10.00	10.00	15.00	10.00	15.00	2.00	4.00			10.00	10		20,000.00	20,000.00	-	-	0	20,000.00
Task 5.1 ProjectKick Off Call	2.00	2.00	2.00	3.00	2.00	3.00	0.40	0.80			2.00	2		4,000.00	4,000.00	-	-	0	4,000.00
Task 5.1 Biweekly Project Team Calls	2.00	2.00	2.00	3.00	2.00	3.00	0.40	0.80			2.00	2		4,000.00	4,000.00	-	-	0	4,000.00
Task 5.1 LP/MC Meetings	20.00	16.00	20.00	30.00	20.00	30.00	4.00	8.00			20.00	20		40,000.00	40,000.00	-	-	0	40,000.00
Task 5.3 LP/MC Meetings	20.00	16.00	20.00	30.00	20.00	30.00	4.00	8.00			20.00	20		40,000.00	40,000.00	-	-	0	40,000.00
Task 5.3 Stand/Session	8.00	6.40	8.00	12.00	8.00	12.00	1.60	3.20			8.00	8		16,000.00	16,000.00	-	-	0	16,000.00
Task 5.6 COC Staff Meetings	15.00	12.00	15.00	22.50	15.00	22.50	2.50	5.00			15.00	15		30,000.00	30,000.00	-	-	0	30,000.00
Task 5.7 Public Hearings	8.00	6.40	8.00	12.00	8.00	12.00	1.60	3.20			8.00	8		16,000.00	16,000.00	-	-	0	16,000.00
Task 5.8 COC Staff Meetings	15.00	12.00	15.00	22.50	15.00	22.50	2.50	5.00			15.00	15		30,000.00	30,000.00	-	-	0	30,000.00
Task 5.9 Meeting Minutes and Summaries	72.00	57.60	72.00	108.00	72.00	108.00	14.00	28.00			72.00	72		144,000.00	144,000.00	-	-	0	144,000.00
Task 5.9 Meeting Minutes and Summaries	72.00	57.60	72.00	108.00	72.00	108.00	14.00	28.00			72.00	72		144,000.00	144,000.00	-	-	0	144,000.00
Task 6.1 Grant Application	30.00	24.00	30.00	45.00	30.00	45.00	6.00	12.00			30.00	30		60,000.00	60,000.00	-	-	0	60,000.00
Task 6.2 Grant Application	30.00	24.00	30.00	45.00	30.00	45.00	6.00	12.00			30.00	30		60,000.00	60,000.00	-	-	0	60,000.00
Task 6.3 Grant Proposal Development	4.00	3.20	4.00	6.00	4.00	6.00	0.80	1.60			4.00	4		8,000.00	8,000.00	-	-	0	8,000.00
Task 6.3 Grant Administration	4.00	3.20	4.00	6.00	4.00	6.00	0.80	1.60			4.00	4		8,000.00	8,000.00	-	-	0	8,000.00
Task 6.3 Substantial of Reports	4.00	3.20	4.00	6.00	4.00	6.00	0.80	1.60			4.00	4		8,000.00	8,000.00	-	-	0	8,000.00
Task 6.3 Substantial of Reports	4.00	3.20	4.00	6.00	4.00	6.00	0.80	1.60			4.00	4		8,000.00	8,000.00	-	-	0	8,000.00
Task 6.3 Substantial of Reports	4.00	3.20	4.00	6.00	4.00	6.00	0.80	1.60			4.00	4		8,000.00	8,000.00	-	-	0	8,000.00
Total Hours	249	199	249	373	249	373	52	104			249	249		4,980.00	4,980.00	-	-	0	4,980.00
Total Billing	48,800	39,040	48,800	72,600	48,800	72,600	9,280	18,560			48,800	48,800		976,000.00	976,000.00	-	-	0	976,000.00

DUDEK
2019 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$285.00/hr
Principal Engineer III.....	\$265.00/hr
Principal Engineer II.....	\$255.00/hr
Principal Engineer I.....	\$245.00/hr
Program Manager.....	\$225.00/hr
Senior Project Manager.....	\$225.00/hr
Project Manager.....	\$220.00/hr
Senior Engineer III.....	\$215.00/hr
Senior Engineer II.....	\$205.00/hr
Senior Engineer I.....	\$195.00/hr
Project Engineer IV/Technician IV.....	\$185.00/hr
Project Engineer III/Technician III.....	\$175.00/hr
Project Engineer II/Technician II.....	\$160.00/hr
Project Engineer I/Technician I.....	\$145.00/hr
Project Coordinator.....	\$115.00/hr
Engineering Assistant.....	\$110.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$90.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$260.00/hr
Principal Hydrogeologist/Engineer I.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$185.00/hr
Hydrogeologist VI/Engineer VI.....	\$165.00/hr
Hydrogeologist V/Engineer V.....	\$155.00/hr
Hydrogeologist IV/Engineer IV.....	\$145.00/hr
Hydrogeologist III/Engineer III.....	\$135.00/hr
Hydrogeologist II/Engineer II.....	\$125.00/hr
Hydrogeologist I/Engineer I.....	\$115.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$175.00/hr
Senior Designer.....	\$165.00/hr
Designer.....	\$155.00/hr
Assistant Designer.....	\$150.00/hr
CADD Operator III.....	\$145.00/hr
CADD Operator II.....	\$140.00/hr
CADD Operator I.....	\$125.00/hr
CADD Drafter.....	\$115.00/hr
CADD Technician.....	\$110.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

Request for Proposals

Professional Consultant Services

Preparation of Sea Level Rise Vulnerability Assessment and Adaptation Study, General Plan Update, Local Coastal Plan Update, and Corresponding Update of the Zoning Code



Issuing Entity: City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 93449

Contact: Questions regarding this solicitation should be directed to:
Brian Schwartz, Planner
(805) 773-7043
bschwartz@pismo-beach.org

Due Date: Proposals (5 copies and one electronic copy) must be received before 2:00 P.M. Pacific Standard Time (PST) on Friday, February 15, 2019 as determined by www.time.gov

SECTION A – INTRODUCTION AND DESCRIPTION OF WORK

A. Introduction

The City of Pismo Beach requests proposals from qualified consultants for preparation of an update to the General Plan, Local Coastal Program (LCP), and Zoning Code. It is anticipated that one firm, or a team of qualified firms, will be selected to perform all tasks related to the General Plan Update, including preparing necessary technical and policy studies including a Sea Level Rise Vulnerability Assessment and Adaptation study, conducting public outreach, producing plan text and illustrations, and coordinating review by the public and interested agencies. The General Plan Update process will also include an update to the Local Coastal Program including the Land Use Plan and Implementation Plan (zoning code). References to “General Plan” and “General Plan Update” in this RFP include the LCP update unless otherwise indicated. The General Plan update process should bring the General Plan into compliance with all State laws and standards. Environmental review in accordance with CEQA guidelines will be conducted under separate contract.

The City of Pismo Beach is located along the Pacific Ocean in southern San Luis Obispo County on California’s Central Coast with a population of approximately 8,237 persons. The City encompasses an area of 13.5-square-miles, a majority of which is located within the Coastal Zone. Although Pismo Beach is considered a small coastal community, there are approximately 7 miles of coastline within the City limits that experiences an estimated 5 million visitors per year.

Pismo Beach is a desirable community known primarily as a tourism destination for its pristine beaches. It provides a mixture of coastal resources, protected open spaces, diverse residential neighborhoods, shopping opportunities, and a unique downtown. Through various public outreach and stakeholder meetings, it is evident that maintaining the ‘Classic California’ look and feel of the City is important to the citizens. Classic California employs different meanings to different people, but common themes are maintaining a small town atmosphere, preserving coastal views, preserving the beaches and natural environment, supporting the downtown, and continuing with special events such as the Classic Car Show and Clam Festival.

The City is starting the process to update the GP/LCP. Pismo Beach’s current GP/LCP was last updated in 1993 and the Coastal Implementation Plan (Zoning Ordinance) was last updated in 1983. Although there have been minor amendments to each document in the interim, the age of each and inconsistencies between the two often create issues. Additionally, neither document adequately addresses new information and changed conditions.

The majority of the City is located within the coastal zone. As such, the General Plan and Local Coastal Program are essentially one and the same. The General Plan / LCP contains the following elements:

- Land Use
- Circulation

- Design
- Facilities
- Growth Management
- Conservation and Open Space
- Housing
- Parks, Recreation, and Access
- Noise
- Safety

The General Plan contains an abundance of detailed development standards that are atypical for general plans. The selected consultant will be expected to provide recommendations to transfer or eliminate regulations in the GP/LCP that would be more appropriate to the zoning ordinance. The selected consultant will be tasked with making recommendations to provide an efficient, user-friendly, and easy to implement Local Coastal Program.

Zoning Code / Implementation Plan (IP)

The City has two zoning ordinances, one which includes areas within the Coastal Zone (certified by the Coastal Commission in 1983), and one outside the Coastal Zone (approved by the City Council in 1998). The goal is to have one comprehensive and consistent zoning ordinance (Implementation Plan or IP) for the entire City.

Documents recently completed or are in process:

The update of the General Plan and Local Coastal Plan will build on General Plan elements, zoning ordinances, and studies either recently approved or currently in process. Some of these documents include:

Completed in 2018 – Circulation Element, Accessory Dwelling Unit Ordinance, Short Term Rental Ordinance.

In progress – 5th Cycle Housing Element

Other relevant documents include the Downtown Strategic Plan (2014), various Specific Plans, and Shell Beach Design Guidelines (2017).

Local Coastal Plan Advisory Committee (LCPAC)

A seven member LCPAC has been formed and consists of a diversity of citizen stakeholders and decision makers. As of December 2018, there have been 3 LCPAC meetings. The LCPAC will be instrumental in providing input to the consultant team and recommendations to Planning Commission and City Council.

The following pages outline the City's envisioned scope of work. However, consultants are allowed to modify the scope and descriptions provided below and to suggest alternative approaches they believe will be more cost effective and better achieve the City's objectives. Ultimately, the City is seeking a modern Local Coastal Plan and zoning code that complements and protects the 'Classic California' development patterns of the City, embraces infill growth and mixed use buildings, promotes the development of new

compatible residential development, encourages a vibrant downtown, and stimulates the construction of high-quality buildings that Pismo Beach will be proud of for generations.

Funding

The City was awarded a \$45,000 Local Assistance Grant by the California Coastal Commission in April 2018 to conduct a SLR vulnerability assessment and develop an adaptation plan to address the effects that sea level rise could have on coastal resources along the shoreline of the City of Pismo Beach. The City has not been awarded any other grants for the requested scope of work contained in this proposal. The City has dedicated up to \$600,000 to financially support the project, including environmental review (likely an EIR) which will be conducted under a separate contract. In an effort to supplement dedicated City funding, the selected consultant will be experienced in obtaining grant funding from a variety of agencies and administering those grants.

Timing

The City anticipates the General Plan Update to be completed within approximately eighteen months from execution of the consultant contract.

Definitions

For the purposes of the RFP, the following terms have the following meanings:

1. "City" shall mean the City of Pismo Beach, California
2. "Contract" shall mean the agreement between the City and selected consultant chosen as a result of the RFP.
3. "Contractor," "Consultant" or "Successful Proposer" shall mean the firm or its authorized assignee chosen by the City to perform the requested services.
4. "Proposal" shall mean the written document submitted to the City of Pismo Beach Community Development Department in response to this RFP.
5. "Proposer" shall mean an individual or business entity submitting a Proposal in response to the RFP.
6. "Required Documents" shall mean all submittals a Proposal must contain to be considered responsive to the RFP.
7. 'Zoning Ordinance', 'Zoning Code' and 'Coastal Implementation Plan' shall be used interchangeably.
8. "General Plan Update" shall mean the General Plan, Local Coastal Plan, Zoning Code / Coastal Implementation Plan and EIR.

SECTION B – DESCRIPTION OF WORK

1. Sea Level Rise Vulnerability Assessment

A comprehensive SLR Vulnerability Assessment is needed to provide details on the City's vulnerabilities and to analyze the feasibility, economic impacts, and environmental consequences of various adaptation strategies. The plan will utilize best and most currently available science to analyze impacts and feasible adaptation strategies for the City's coastal zone in the near term (2030), mid-term (2050/60), and long term (2100). The selected consultant will rely on the 2018 Ocean Protection Council Sea-Level Rise Guidance report, the Coastal Commission Sea Level Rise Policy Guidance document, and other current and most relevant sources. The

information in the plan will be used to amend policies and development standards in the City's LCP.

Objectives include gaining a preliminary understanding of the hazards of beach erosion; coastal bluff erosion; coastal bluff slope failure; coastal flooding; and wave impacts, now and in the future and factoring in the effects of SLR in the City.

Information will be collected on how sea level rise can worsen existing issues and impacts from coastal erosion and flooding; and leave coastal infrastructure, beaches, coastal habitats, bluffs, key coastal access points, state and local transportation, utility infrastructure, homes, businesses, and parks vulnerable to inundation. Analyze and include existing studies on climate change. Propose additional modeling as needed to provide a sufficient amount of information in order to complete vulnerability assessment. Work whenever possible to ensure regional consistency and to conserve resources.

Tasks

- a. Confirm sea level rise scenarios, methodology, and erosion data (including bluff erosion data); coordinate with CCC staff.
- b. Identify critical assets/managers and issue survey to understand adaptive capacity of those assets.
- c. Prepare existing conditions report.
- d. Prepare a draft vulnerability assessment for public comment and a final vulnerability assessment. Assessment to show locations and degree of future bluff erosion.
- e. Conduct one community/stakeholder engagement to review project overview, planning area, and assessment. This would likely be in the form of providing a presentation to the City Local Coastal Plan Update Action Committee.
- f. Conduct public workshop no. 1 on existing conditions, and vulnerability assessment.

Deliverables

- Draft Vulnerability Assessment Report, detailing sea level rise scenarios, methodology, and erosion data source; critical asset list and manager survey results; existing conditions; vulnerability and risks assessment.
- Final Vulnerability Assessment Report, with comments on draft vulnerability assessment report incorporated.
- Materials for the preparation and outcome of stakeholder group meeting and public workshop(s).

2. Sea Level Rise Adaptation Study

The purpose of the SLR Adaptation Plan is to assess the vulnerability and potential adaptation strategies to address the projected impacts of SLR in the near term (2030), mid-term (2050/60), and long term (2100) in the City of Pismo Beach.

Using the data collected under Task 2, evaluate what strategies need to be implemented to allow the city to adapt to sea level rise 2050/2060 and 2100. Analyze and include existing

studies on climate change, specifically using the Coastal Commission's SLR Policy Guidance (updated in Nov. 2018: <https://www.coastal.ca.gov/climate/slrguidance.html>). Evaluate new accommodation, protection, and retreat strategies and compare how these address vulnerability and risk. Identify how the city and county can work together to implement strategies that protect the city.

Tasks

- a. Identify a range of possible sea level rise adaptation strategies; coordinate with CCC staff
- b. Prepare a draft adaptation plan, including sea level rise strategies and a final vulnerability assessment.
- c. Conduct community/stakeholder engagements to review adaptation strategies, and adaptation plan.
- d. Conduct public workshop no. 2 on adaptation strategies.

Deliverables

- a. Draft Adaptation Plan, including sea level rise strategies.
- b. Final Adaptation Plan, with comments on draft Adaptation Plan incorporated.
- c. Materials for the preparation and outcome of stakeholder group meeting(s) and public workshop(s).

3. General Plan / Local Coastal Program

The selected consultant will have direct experience in comprehensively updating LCPs in other jurisdictions. The following Elements shall be updated:

- Land Use (including Growth Management policies)
- Safety
- Conservation and Open Space

Updates to the following Elements should be listed as **Optional Tasks** within proposals:

- Noise
- Facilities

The City is seeking to both eliminate and/or combine certain elements where practicable. For example, the Land Use, Growth Management, and Design Elements could be consolidated into one 'Land Use and Community Design Element'. Environmental Justice policies can be incorporated into various elements where applicable. The selected consultant shall review the existing General Plan / LCP elements and make recommendations on how existing Elements and their associated policies can be eliminated, consolidated, and/or modified.

The Land Use Element contains 17 different Planning Areas representing distinct tracts and neighborhoods. While the LCPAC recommends keeping this same format due to familiarity, the consultant will provide recommendations for methods to potentially consolidate some of the neighborhoods and their associated regulations and policies.

The General Plan contains an abundance of detailed development standards that are atypical for general plans. The selected consultant will be expected to provide recommendations to transfer or eliminate development standards in the General Plan/LCP that would be more appropriate to the zoning ordinance.

Coastal sustainability and resilience is paramount for the City's future. The consultant will coordinate with City staff to incorporate information from other studies such as the Housing Element where applicable.

Specific Tasks Include:

1. Initial conference call with staff to discuss data needs, communication protocol, and answer questions related to schedule, scope, and budget.
2. Work Plan - The work plan will include the tasks and schedule of all services. The work plan will be the guiding document that both consultant team and City will rely on to assess progress and track milestones. The work plan will include the estimated schedules (as provided by City staff) for the studies currently in progress including the Housing Element, and Low Cost Visitor Serving Accommodation study. Consultant to ensure project adheres to the work plan schedule and budget.
3. Project Kickoff. Meet with City staff and project team members to review work plan.
4. Meetings with LCPAC. Meet with the LCPAC after the work plan has been approved by the City. The initial meeting with the LCPAC will be to discuss the work plan and have LCPAC members ask questions about the upcoming work and process. We anticipate the consultant to meet with the LCPAC bi-monthly to provide updates and discuss next steps. LCPAC meetings will typically be 1.5 hours.
5. Provide work program to California Coastal Commission staff for review and comment. Maintain ongoing coordination with CCC staff. This could be in the form of monthly conference calls or meetings with Coastal Staff to review work products.
6. Conduct Public Outreach meeting
7. Update information from each applicable Element as needed. Develop goals, objectives, policies, and programs for each Element. Update Land Use Plan.
8. Submission to California Coastal Commission for certification.

Deliverables

- Draft and Final Work Plan
- Administrative Draft, Draft, and Final Draft of the GP/LCP update

4. Zoning Code / Implementation Plan update

The consultant shall review the 1983 zoning code and the 1998 zoning code, along with other approved and in-progress relevant documents and prepare one comprehensive updated Zoning Ordinance / Implementation Plan for CCC certification. The updated zoning regulations shall represent contemporary planning and zoning best practices, ensure compliance with applicable Federal and State laws, allow for reasonable flexibility, and be easy to use and understand.

Current site and architectural design primarily relies on General Plan policies, development standards contained in the zoning code, and the Shell Beach Design

Guidelines (for Shell Beach). A successful plan update will contain regulations to provide district-specific development standards that provide a clear picture of the City's desired outcomes for the built environment, and will include changes to the Zoning Ordinance / IP related to allowed uses in each district.

As previously mentioned, inconsistencies between the General Plan and Zoning Ordinances exist. For example, there are inconsistencies on maximum height limits in the downtown area between the Design Element and the Zoning Ordinance. Another example is garages are setback in increments of feet in the Land Use Element but garage setbacks in the Zoning Ordinance are calculated based on a percentage of lot depth.

After a thorough documents review and in consultation with City staff, consultant will draft a memorandum or series of memos that address various topics and development standards. The memo or memos shall contain recommendations to maintain, eliminate, or modify various aspects of the zoning codes to create one comprehensive, modern, and consistent zoning code. The memo should address and make recommendations on but not limited to:

1. Definitions – working with staff provide input on certain definitions such as 'Existing Development', 'Redevelopment', and 'Grading'.
2. Uses and regulations specific to the different coastal zone areas including the appealable and non-appealable areas, and areas outside the coastal zone.
3. Standards relating to coastal development bluff top setbacks, coastal access, and parking.
4. Updates to overlay zones
5. Development standards including building heights, setbacks, FAR, signage, roof decks, basements, etc.
6. Citywide architectural design requirements and design guidelines for sub-areas.
7. Required permits and permitting authority for a variety of applications both ministerial and discretionary.

Deliverables

- Identify proposed Zoning Ordinance / IP Revisions. Produce memo or series of memos as described above that identify the necessary revisions to the City's existing Zoning Ordinance to assure consistency with the General Plan. The memo will be reviewed with the LCPAC, presented at a Community Outreach meeting, at a joint Planning Commission / City Council Study Session, and provided to Coastal Commission for review and comment.
- Prepare Administrative and Public Review Draft Zoning Ordinance and Coastal Implementation Plan.
- Final Zoning Ordinance and Coastal Implementation Plan and Submission to the California Coastal Commission for Certification.

5. Public Outreach / Project Management

The selected consultant team will be skilled in conducting public workshops and community engagement. The consultant will be experienced in educating residents about how the update

will respond to the latest planning legislation and how these regulations will be incorporated into the documents that help the City achieve its economic and environmental goals. The successful consultant will have a depth of experience in project management of LCP updates. Consultant will coordinate with California Coastal Commission staff early in the update process and initiate discussions on creating an outline for ongoing coordination and engagement efforts. Ongoing coordination between City, CCC staff, applicable agencies, and team members will be critical to the project success and to ensure project adheres to the schedule and budget.

Specific Tasks

1. Bi-weekly project team conference calls
2. Bi- monthly meetings with LCPAC (9 meetings total)
3. Community outreach meetings – (4 meetings total, 2 for Sea Level Rise/Adaptation Plan)
4. Study Sessions - with Planning Commission, City Council or both (3 meetings)
5. CCC staff meetings – (12 meetings with a minimum of 2 in-person)
6. Public Hearings – 4 hearings, this could be in a combination with either the Planning Commission, City Council, and Coastal Commission.
7. Assist City staff to develop public outreach and communication strategies. This could be the form of a dedicated website.
8. Provide meeting materials and summaries/notes for all meetings.

6. Grant Funding Assistance

As previously mentioned, the City has not been awarded grant funding to support the scope of work and the project will be solely funded by City resources until supplemental grant funds are obtained. The selected consultant will have experience obtaining and administering grants and will work with the City and the granting agency(s) to successfully obtain and manage the grants through the life of the project.

Specific Tasks

1. Grant acquisition and administration including monitoring to ensure billed activities are consistent with grant guidelines
2. Prepare and submit required financial and progress reports on behalf of the City to the granting agency.
3. Manage the grant(s) through the grant closeout process.

SECTION B – GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (Proposer) shall meet all of the terms, and conditions of the proposal specifications package. By virtue of its proposal submittal, the Proposer acknowledges agreement with and acceptance of all provisions of the proposal specifications.

2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the following:

City of Pismo Beach

Attn: Brian Schwartz, Community Development Department

760 Mattie Road

Pismo Beach, CA 93449

Proposals shall be received before 2:00 P.M. Pacific Standard Time (PST) on Friday February 15, 2019 as determined by www.time.gov. Proposals received after said time will not be considered. Each proposal submittal shall include one electronic copy of the proposal, submitted in *Adobe Acrobat* format on CD or flash drive and five (5) hardcopies. Proposals shall be submitted in an envelope and clearly marked **“Proposal to prepare a Sea Level Rise Vulnerability Assessment and Adaptation Study, General Plan, Update, Local Coastal Plan Update, and Corresponding Update of the Zoning Code”**

Please include the fee schedule in a separate sealed envelope.

3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:

- a. The insurance carrier and its A.M. Best rating.
- b. Scope of coverage and limits.
- c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Proposer’s insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City’s insurance requirements include the following:

a. Commercial General Liability	\$1,000,000
b. Commercial Automobile Liability	\$1,000,000
c. Workers’ Compensation & Employer’s Liability	\$1,000,000
d. Professional Liability Insurance	\$1,000,000

4. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in Section D.

5. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section D.
6. **Proposal Withdrawal and Opening.** A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the Proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered.
7. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Proposer submitting a proposal, or who has quoted prices on materials to such Proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Proposers submitting qualification proposals.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are permitted; however, any such oral communication shall not be binding on the City.
9. **Alternative Proposals.** When specifically requested, the proposer may submit an alternative qualification proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

CONTRACT AWARD AND EXECUTION

1. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the in Section D of this RFP for proposal evaluation and contract award criteria. The City may choose to interview any number of qualified Proposers as the basis for making a final selection.

2. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
3. **Contract Requirement.** The Proposer to whom award is made (Consultant) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
4. **Insurance Requirements.** The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
5. **Business License & Tax.** The Consultant must have a valid City of Pismo Beach Business Tax Certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling (805) 773-4655.
6. **Failure to Accept Contract.** The following will occur if the Consultant fails to enter into the contract: the award will be annulled and an award may be made to the next highest ranked Proposer with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

The sample contract is for reference to the anticipated terms and conditions governing the City and the successful proposer. The proposer must take exception in their Proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The City reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract.

SECTION C - PROPOSAL CONTENT AND SELECTION PROCESS

PROPOSAL CONTENT

- **Submittal Forms (See Sections D and E)**
 - Acknowledgement
 - Certificate of Insurance
 - References

- Statement of Past Disqualifications

- **Qualifications**
 - Experience of your firm in performing similar services, stating completion date and contract amount. Please do not list projects where major work was completed by staff no longer employed by the firm.
 - Resumes of the individuals who would be assigned to this project, including any sub-consultants, demonstrating their experience with performing similar services.
 - An organizational and staffing chart showing the names of all key personnel assigned to the project, their primary area of responsibility, and office location.
 - Standard hourly billing rates for the assigned staff, including any sub-consultants.
 - Statement and explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.

- **Work Program**
 - Description of your approach to completing the work which expands on the Scope of Work contained in Section B of this RFP. The work program shall itemize major tasks and work products and identify responsible staff, special information or studies required, and special methods or equipment, if any, you anticipate using. Include a description of procedures to be used to coordinate with City staff and the Consultant Team. Include assumption of information to be provided by the City or Consultant Team.
 - Include any other information that would assist the City in making this contract award decision.

- **Schedule**
 - Timely completion is essential to the success of this project. Consultant's ability to maintain scheduling commitments with the City will be considered.

- **Proposed Fee**
 - Proposed fee shall be on a "fixed fee, not to exceed" basis and include an itemized summary of personnel, labor hours, labor rates, and expenses by task, including all sub-consultants through completion of the design and bidding portion of the project.
 - Proposed fee must be sealed in a separate envelope and will not be opened until all other factors have been considered. Unusually high or low fees may affect the ratings.

- Regardless of the proposed method of compensation, any Contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. However, the City welcomes any adjustments, additions, deletions, or refinements to the scope of work that may be recommended by consultant(s).
 - Except in the unusual situation wherein the Consultant encounters circumstances that could not be reasonably anticipated, the City of Pismo Beach will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a “not-to-exceed” figure for the project.
- Proposal Length and Copies
 - Your firm’s proposal should be the minimum length to provide the required information. Charts and other short form approaches to conveying information are encouraged.
 - Five (5) printed copies of the proposal (printed double sided) must be submitted.
 - 1 pdf format electronic copy must be submitted on CD or flash drive.

PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference. If you have any questions about this RFP, schedule, or attachments, please contact Brian Schwartz at (805) 773-7043.

PROPOSAL EVALUATION AND CONSULTANT SELECTION

Proposals will be evaluated by a review committee. The City may select a consultant following the written proposal phase.

1) **Evaluation and Award Factors.** Each proposal submitted on this solicitation will be evaluated according to all of the criteria stated below. The relative importance of the factors is indicated by the point totals herein. An objective evaluation will be performed on each offeror's technical proposal based on the information furnished and subsequent information gathered after proposals are received, such as responses from references or data from past performance databases. Accordingly, the following criteria will be scored respectively with the corresponding points associated with each area.

2) **Evaluation Factors.** The following major factors and sub-factors shall be used in the evaluation of the proposals. The relative importance of the major evaluation

factors is indicated by the point totals.

- A. UNDERSTANDING THE SCOPE OF WORK TO BE PERFORMED. (20 points)
 - 1. Demonstrated understanding of the project objectives. (5 points)
 - 2. CONSULTANT'S approach to accomplishing the scope of work. (5 points)
 - 3. Conformance with the terms of the RFP. (5 points)
 - 4. Timetable for completing the project. (5 points)

- B. CONSULTANT'S methods, schedule and procedures to be used. (25 points)
 - 1. CONSULTANT'S general approach to evaluating the issues. (10 points)
 - 2. Description of the procedures and method to be utilized. (15 points)

- C. Management, personnel and experience. (45 points)
 - 1. Qualifications of each participant and overall qualification for the firm. (25 points)
 - 2. Experience and performance on similar projects. (20 points)

- D. CONSULTANT'S consultation and coordination with the City of Pismo Beach. (10 points)
 - 1. Procedures to be used to ensure close contact between CONSULTANT and the project manager. (5 points)
 - 2. Demonstrated experience in working with local government and Community members. (5 points)

Total Possible Score = 100 Points

- 3) **Other Criteria.** The City shall consider several factors in the selection process which are important, but have not been assigned specific points or values, such as but not limited to:
 - 1. Proposals must respond to all the requirements of the RFP and must include all information specifically required in all Parts of the RFP.
 - 2. Award will not be made to any offeror unless agreement can be reached on all general and special provisions.

4) Contract Award

1. **CONTRACT AWARD FACTORS.** Award will be made on a best-value basis. The City's objective is to obtain the highest quality planning service considered necessary to achieve the objectives with a realistic and reasonable price. Evaluation factors as a whole are more important than price. Therefore, award to a technically superior, higher-priced offeror may be made in lieu of a lower-rated, lower-priced offeror if the technical advantage merits the higher price within funds available. Award will be made on an all-or-none basis. Any unexplained inconsistency within the proposal which raises a fundamental issue of the offeror's understanding of the nature and scope of work required and of the financial ability to perform the contract, may cause the proposal to be excluded from the competitive range.
2. This request for proposal does not commit the City to award a contract or to pay any costs incurred in developing Consultant's proposal.

5) Written Proposal Review/Finalist Candidate Selection

Written proposals will be evaluated based on the following criteria:

- a. Understanding of the work required by the City
- b. Quality, clarity and responsiveness of the proposal
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City
- d. Recent experience in successfully performing similar services
- e. Proposed approach in completing the work
- f. References
- g. Background and experience of the specific individuals to be assigned to this project
- h. Proposed fee

6) Oral Presentations/Interviews and Consultant Selection

The City may elect to conduct interviews with a group of finalist candidates (generally the top 3 proposers), in which case finalist candidates will make an oral presentation to the review committee and answer questions about their proposal. The purpose of the interviews would be to: clarify and resolve any outstanding questions or issues about the proposal; and to evaluate the proposer's ability to clearly and concisely present information orally. After evaluating the proposals and discussing them further with the finalists or the

tentatively selected Consultant, the City reserves the right to further negotiate the proposed scope and/or method and amount of compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the scope as determined by the City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentations phase (if conducted); and proposed compensation.

7) Proposal Review and Consultant Selection Schedule

The following is an outline of the anticipated schedule for proposal review and consultant selection:

Issue RFP	January 18, 2019
Proposals due	February 15, 2019
Complete proposal evaluation	March 8, 2019
Conduct finalist interviews (if required)	March 22, 2019
Finalize staff recommendation	March 29, 2019
Award contract	April 5, 2019
Execute contract/Start work	April 19, 2019

SECTION D - PROPOSAL SUBMITTAL FORMS

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Proposal Specification
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:

INSURANCE CERTIFICATE

Insurance Company's A.M. Best Rating

Certificate of insurance attached

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on _____ at

_____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	

City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

SECTION E - INSURANCE REQUIREMENTS: Consultant Services

The City of Pismo Beach will require the successful bidder to provide insurance which meets certain provisions, which will become contractual obligations. The Consultant shall not perform any work under the Contract until it has obtained insurance complying with the provisions of this section, delivered a copy of each insurance policy to the City of Pismo Beach, and obtained the City of Pismo Beach's approval of all such policies. Said policies shall be issued by companies authorized to do business in California. Consultant shall maintain said insurance in force at all times. The following types of coverage with the described features shall be provided:

A. Professional Liability Insurance.

Consultant shall maintain professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000 per occurrence to cover all services rendered by Contractor pursuant to this contract.

B. Comprehensive Liability Insurance and Automobile Insurance.

CONSULTANT shall maintain comprehensive general and automobile liability insurance, which shall cover claims arising from bodily and personal injury, including death resulting from such actions, and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of the contract, including, without limitation, acts involving automobiles.

The policies shall provide not less than \$1,000,000 single limit coverage applying to bodily and personal injury, including death resulting from resulting from such actions, and property damage. The following endorsements must be attached to the policy:

1. If the policy covers on an "accident" basis, it must be changed to an "occurrence" basis.
2. The Comprehensive Liability Insurance policy must cover personal injury as well as bodily injury.
3. The Comprehensive Liability Insurance policy must have blanket coverage of contractually assumed liability, subject to the limitations of the policy.
4. The policy must have a "Cross Liability" ("Severability of Interests") endorsement such that each insured is covered as if separate policies had been issued to each insured.
5. The City of Pismo Beach, their officers, employees and agents shall be named as additional insurers under the Comprehensive Liability Insurance policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

C. Workers' Compensation Coverage.

In accordance with the provisions of 3700 et seq., of the Labor Code, Consultant is required to be insured against liability for workers compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of the work covered by this Contract.

D. Certification of Coverage.

Prior to commencing work under the contract, Consultant shall furnish the City of Pismo Beach with the following for each insurance policy required to be maintained by this contract:

1. A copy of the entire policy and not just the "face sheet" or proof of coverage (except that no copy of Consultant's workers' compensation policy need be provided).
2. A certificate of insurance including certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City of Pismo Beach.

E. Effect of Failure or Refusal.

If CONSULTANT fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to the City of Pismo Beach with the certifications required by subparagraph (B) above, the City of Pismo Beach shall have the right, at its option, to forthwith terminate the contract for cause.

SECTION F – FORM OF AGREEMENT

CITY OF PISMO BEACH VENDOR AGREEMENT FOR PROFESSIONAL SERVICES

This Vendor Agreement for Professional Services (“AGREEMENT”) is made and entered into as of the date the AGREEMENT is fully executed by all parties (the “Effective Date”), by and between the City of Pismo Beach, a municipal corporation (“CITY”), and Name of Vendor (“VENDOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS:

CITY wishes to retain the services of an experienced and qualified VENDOR to provide the following services:

Summary description of services to be provided.

VENDOR represents and warrants that it is qualified to perform those services.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as **Exhibit A**. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Extra work beyond that described in the Scope of Services is not authorized without the express written approval of CITY. VENDOR shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in the approved Scope of Services shall not be compensated by CITY unless prior written approval was provided under this paragraph. CITY’s City Manager may approve additional work not to exceed thirty thousand dollars (\$30,000.00). Any additional work in excess of this amount shall be approved by the City Council. To the extent that Exhibit A is a proposal from VENDOR, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to by CITY in writing.

II. TERM

Unless earlier terminated in accordance with Section IV below, or unless the Scope of Services are substantially completed, the AGREEMENT will continue in full force and effect from the Effective Date through Expiration Date . Upon mutual written agreement, the term of this AGREEMENT can be extended annually under the same terms for an additional one (1) year period, or longer as the parties agree in writing.

III. COMPENSATION

A. VENDOR’s Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid in accordance with the Compensation Schedule attached hereto as **Exhibit B**. However, in no event will the total amount of money paid VENDOR, for services initially contemplated by this AGREEMENT and associated expenses, exceed the sum of write out dollar amount dollars (\$00,000.00), unless otherwise first approved in writing by CITY. Should this AGREEMENT be extended pursuant to Section II, VENDOR's fee may be adjusted upon the written agreement of the parties, in the form of an amendment to this AGREEMENT.

B. Schedule of Payment

VENDOR will submit invoices monthly for actual services performed and associated expenses. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CITY disputes any of VENDOR's fees it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefor.

IV. TERMINATION OF AGREEMENT

A. CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon VENDOR at least ten (10) days' prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, CITY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this Section, VENDOR will submit an invoice to CITY pursuant to Section III.

V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, "acts of God," inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. RETENTION OF FUNDS

VENDOR authorizes CITY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations

under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect CITY as elsewhere provided in this AGREEMENT.

VII. CITY REPRESENTATIVE

The Title of City staff member is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by CITY under this AGREEMENT, those actions will be taken by CITY Representative, unless otherwise stated. CITY’s City Manager has the right to designate another CITY Representative at any time, by providing notice to VENDOR.

VIII. VENDOR REPRESENTATIVE(S)

The person(s) employed by VENDOR whose name(s) are set forth immediately following the signatures of the parties executing this AGREEMENT are designated as being the representative(s) of VENDOR authorized to act on its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT.

IX. INDEPENDENT CONTRACTOR

VENDOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents will have control over the conduct of VENDOR or any of VENDOR’s employees, except as otherwise set forth in this AGREEMENT and then only as to the results to be accomplished and not the method by which VENDOR provides the Scope of Services. VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

X. BUSINESS LICENSE

VENDOR must obtain a CITY business license prior to the start of work under this AGREEMENT, unless VENDOR is qualified for an exemption.

XI. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

XII. VENDOR’S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

A. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. VENDOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.

- B. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of VENDOR. With respect to computer files, VENDOR shall make available to CITY, at VENDOR's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. VENDOR hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by VENDOR in the course of providing the services under this AGREEMENT.
- C. All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of CITY, whether the work for which they are made be executed or not. In the event this AGREEMENT is terminated, and at the end of the term of this AGREEMENT, all such plans, studies, sketches, drawings, electronic documentation, reports, and specifications shall be delivered immediately to CITY. VENDOR may retain one copy of each document for VENDOR'S records, but shall have no proprietary rights to them. CITY agrees to indemnify VENDOR against any damages caused by the unauthorized re-use of said documents.

XIII. INDEMNIFICATION

- A. Non-design, non-construction Professional Services:
To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of CITY. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.
- B. Non-design, construction Professional Services:
To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold

harmless the CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of CITY. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

C. Design Professional Services:

In the event VENDOR is a "design professional," and the Scope of Services require VENDOR to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) VENDOR shall indemnify, defend and hold harmless CITY and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of VENDOR, except to the extent caused by the sole negligence, active negligence or willful misconduct of CITY. Negligence, recklessness or willful misconduct of any subcontractor employed by VENDOR shall be conclusively deemed to be the negligence, recklessness or willful misconduct of VENDOR unless adequately corrected by VENDOR. In the event CITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to CITY Indemnitees or at CITY's option, reimburse CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to VENDOR under this paragraph exceed VENDOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, VENDOR shall meet and confer with other parties regarding unpaid defense costs.

- D. Payment by CITY is not a condition precedent to enforcement of the indemnities in paragraph A, B, or C. In the event of any dispute between VENDOR and CITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of CITY or its officers, employees, or agents, VENDOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating CITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section 13 shall survive completion of VENDOR's services or the termination of this AGREEMENT.

XIV. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected official, officer, employee, or agent of CITY will be personally liable to VENDOR, in the event of any default or breach by CITY or for any amount that may become due to VENDOR.

XV. INSURANCE

A. Without limiting VENDOR's indemnification of CITY, and prior to commencement of the Scope of Services, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

1. General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
2. Automobile liability insurance. If VENDOR owns vehicles used in performing the Scope of Services in any manner, VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office (ISO) form CA 00 01 covering bodily injury and property damage for all activities of VENDOR arising out of or in connection with any work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.
4. VENDOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.
5. Errors and Omissions/Professional Liability. VENDOR shall maintain a policy of professional liability insurance written on a claims-made basis in an amount not less than \$1,000,000. VENDOR shall also procure and pay for appropriate tail coverage for a minimum of three years following completion of the Scope of Services to cover any errors or omissions occurring during the Term. In the alternative, VENDOR may elect to obtain equivalent coverage on an occurrence basis. CITY's Risk Manager or City Attorney may waive the requirement of professional liability insurance if he/she determines that such a policy is not commercially available to VENDOR. If such a policy is commercially available, additional cost to VENDOR in obtaining such a policy shall not be a basis upon which the insurance requirement will be waived.

B. Other provisions or requirements:

1. Proof of insurance. VENDOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance

certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements to such policies, at any time.

2. Duration of coverage. VENDOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, its agents, representatives, employees, or subconsultants.
3. Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by VENDOR or CITY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, CITY may terminate this AGREEMENT as provided in paragraph IV.
5. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY's Risk Manager.
6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officials, agents, officers, employees, and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. Enforcement of contract provisions (non-estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.
8. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of

other coverage, or a waiver of any type. If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

9. Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. In the event VENDOR's policy of insurance cannot be endorsed to provide this notice of cancellation, VENDOR shall provide CITY notice of such cancellation, in writing, not later than 24 hours following the effective time of such cancellation.
10. Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Each such insurance policy shall contain language substantially similar to the following clause:

"The City of Pismo Beach, its elected and appointed officials, officers, employees, and agents are named as additional insureds as respects operations of the named insured performed under contract with the City of Pismo Beach."

CITY need not be named as an additional insured on professional liability insurance policies.
11. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing by CITY's Risk Manager or City Attorney.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
13. Pass-through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party providing any work under the Scope of Services under the direction of VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in performing work under the Scope of Services will be submitted to CITY for review.
14. CITY's right to revise specifications. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving VENDOR ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to VENDOR, CITY and VENDOR may renegotiate VENDOR's compensation.
15. Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured

retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

16. Timely notice of claims. VENDOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.
17. Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Scope of Services.

XVI. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to CITY;
- B. Present to CITY the form of subcontract that will be used with the subcontractor for CITY's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained in paragraph XII of this AGREEMENT and must specifically name CITY as an indemnified party; and
- B. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming CITY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by CITY's Risk Manager as provided in paragraph XXV below.

XVII. CONFLICT OF INTEREST

No officer or employee of CITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that affects the officer or employee's financial interest or the financial interest of any corporation, partnership, or association in which the officer or employee is directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

- A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.
- B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as set forth immediately following the signatures of the parties executing this AGREEMENT.

- F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either CITY or VENDOR without the prior written consent of the other.

XX. INTERPRETATION

The terms of this AGREEMENT shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XXI. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XXII. TIME OF ESSENCE

Time is of the essence in the performance of this AGREEMENT.

XXIII. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the AGREEMENT will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

XXIV. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders. VENDOR and its subcontractor(s) shall not discriminate against any person in the performance of this AGREEMENT on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, disability, or any other basis protected by state or federal law, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.

XXV. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXVI. ATTORNEY'S FEES

Except as provided for in paragraph XV, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVII. EXHIBITS

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference. In the event of any conflict between the terms of this AGREEMENT and the terms of an exhibit, the terms of this AGREEMENT shall control. Notwithstanding the foregoing sentence, the provisions of Section XIII of this AGREEMENT shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this AGREEMENT, even if such exhibit purports to affect the provisions of Section XIII.

XXVIII. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that:

- A. the VENDOR is duly organized and existing under the appropriate State laws;
- B. they are duly authorized to execute this AGREEMENT on behalf of the VENDOR;
- C. by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and
- D. entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

XXIX. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of CITY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year last written below.

Signatures begin on next page.

CITY:
City of Pismo Beach, a Municipal Corporation

Signed: _____

Name: _____

Title: _____

Dated: _____

Signed: _____

Name: _____

Title: _____

Dated: _____

Address for giving notice (See Section XVIII):
760 Mattie Road, Pismo Beach, CA 93449

ATTEST:

Signed: _____

Name: Erica Inderlied
Title: City Clerk

APPROVED AS TO FORM:

Signed: _____

Name: David M. Fleishman
Title: City Attorney

VENDOR:
Vendor Name

Signed: _____

Name: _____

Title: _____

Dated: _____

Address for giving notice (See Section XVIII):

Email address for official communications:

Vendor Representative (See Section VIII):

Name/Title: _____

<i>CITY USE ONLY</i>
START DATE:
END DATE:
ACCT #:

AGENDA

City of Pismo Beach City Council Meeting(s)

Tuesday, April 16, 2019

City Council Chamber, City Hall, 760 Mattie Road, Pismo Beach CA, 93449

1. ROLL CALL: 1:00 P.M. SPECIAL BUDGET WORK PLANS WORKSHOP

2. PUBLIC COMMENT PERIOD

3. AGENDA ITEMS

Item 3.A: Department Work Plans for Fiscal Year 2020 & 2021 Budget (Feeser/All)

Recommendation: 1. Receive a presentation from staff regarding an overview of the Fiscal Year 2020 & FY 2021 Budget, including proposed Council Goals and Work Plans; 2. Provide direction to staff on fiscal policies, Council Goals, Department Work Plans and Priorities, and policy items. (No packet materials/not televised)

4. ADJOURNMENT

1. ROLL CALL: 5:00 P.M. CLOSED SESSION

2. PUBLIC COMMENT PERIOD Call for comment made at door to conference room.

3. ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

Item 3.A: Conference with Real Property Negotiators (Government Code §54956.8);

Property: APN: 005-076-021; 005-078-008; 005-078-021
Agency Negotiator: James R. Lewis
Negotiating Parties: Wolosz Family Trust
Under Negotiation: Price and Terms of Payment

Property: APN: 005-076-021; 005-078-008; 005-078-021; Agency Negotiator: James R. Lewis; Negotiating Parties: Wolosz Family Trust; Under Negotiation: Price and Terms of Payment

4. CLOSED SESSION REPORT

5. ADJOURNMENT

1. ROLL CALL: 5:30 P.M. REGULAR MEETING

2. PLEDGE OF ALLEGIANCE

3. ACCEPTANCE OF AGENDA

4. PRESENTATIONS

Item 4.A: Proclamation: Hunger Awareness Day (SLO County Food Bank Coalition)

[4.A Staff Report](#)

Item 4.B: Proclamation: Sexual Assault Awareness Month (RISE)

[4.B Staff Report](#)

Item 4.C: Proclamation: National Travel and Tourism Week (Visit SLO CAL)

[4.C Staff Report](#)

Item 4.D: Presentation: Bike to Work Day (SLOCOG)

Item 4.E: Presentation: Community Choice Energy (Monterey Bay Community Power)

5. PUBLIC COMMENT PERIOD

6. CITY MANAGER'S REPORT

7. CITY ATTORNEY'S REPORT / CLOSED SESSION REPORT

8. COUNCIL COMMITTEE REPORTS

9. CONSENT CALENDAR

Item 9.A: Adoption of Meeting Minutes (Inderlied)

[9.A Staff Report](#)

Item 9.B: Payroll Register and Register of Demands (Feeser)

[9.B Staff Report](#)

Item 9.C: Monthly Department Activity Reports for March 2019

[9.C Staff Report](#)

Item 9.D: Paid Parking Division Quarterly Update – Third Quarter of Fiscal Year 2018-19 (Winklepleck)

[9.D Staff Report](#)

Item 9.E: Annual City Weed Abatement Program; Declaration of Nuisances (Lee)

[9.E Staff Report](#)

Item 9.F: Amendment #1 to Agreement with Water Systems Consulting, Inc. (WSC) for Construction Management Services for the Five Cities Lift Station Project (Fine)

[9.F Staff Report](#)

Item 9.G: Encroachment Agreement to allow an existing Site Wall and Landscaping in City Right-of-Way along Property Frontage at 1028 Ocean Boulevard (Fine)

[9.G Staff Report](#)

Item 9.H: Approval of the Shell Beach Streetscape Project for Proposed Road Maintenance and Rehabilitation Account Funding (SB1) (Feeser)

[9.H Staff Report](#)

10. [ITEMS PULLED FROM CONSENT CALENDAR](#)

11. [PUBLIC HEARINGS No earlier than 6:00 p.m.](#)

Item 11.A: [Introduction of Ordinance Amending the Local Coastal Plan and Title 17 \(1983 and 1998 Zoning Codes\) and Title 5 of the Pismo Beach Municipal Code, Adding Regulations for the Operation of Short-Term Rentals in Detached Single-Family Homes in the R-2 and R-3 Zones, and Adding and Clarifying Definitions \(Winklepleck\)](#)

[11.A Staff Report](#)

Item 11.B: [Resolution Levying the 2% Annual Assessment for the Pismo Beach Lodging Business Improvement District \(LBID\) for Fiscal Year \(FY\) 2019-20: July 1, 2019 through June 30, 2020 \(Feeser\)](#)

[11.B Staff Report](#)

12. [BUSINESS ITEMS May be reordered and heard prior to Public Hearings](#)

Item 12.A: [Agreements with Dudek and Rincon Consultants to Provide Planning and Environmental Services for the Update to the General Plan/Local Coastal Plan \(Winklepleck\)](#)

[12.A Staff Report](#)

13. [CITY COUNCIL COMMENTS AND REQUESTS](#)

14. [ADJOURNMENT](#)





MINUTES
Pismo Beach City Council
Tuesday, April 16, 2019

Special Budget Work Plans Workshop—1:00 p.m.
Council Chamber, 760 Mattie Road, Pismo Beach, California, 93449

The City Council of the City of Pismo Beach met this date in a special workshop session in the Council Chamber, City Hall, 760 Mattie Road, Pismo Beach, California with Mayor Waage presiding.

CALL TO ORDER: Mayor Waage called the meeting to order at 1:05 p.m.

1. ROLL CALL:

Present:

Mayor Ed Waage
Mayor Pro Tem Erik Howell
Council Member Sheila Blake
Council Member Marcia Guthrie
Council Member Mary Ann Reiss

Absent:

None

Staff Present:

Nadia Feeser, Administrative Services Director
Benjamin Fine, Public Works Director/City Engineer
Jorge Garcia, Management Services Director
Erica Inderlied, City Clerk
Gordon Jackson, Conference & Visitors Bureau Executive Director
Paul Lee, Battalion Chief
James R. Lewis, City Manager
Jake Miller, Chief of Police
Jeff Winklepleck, Community Development Director
Other staff present as noted below

2. PUBLIC COMMENT PERIOD

Mayor Waage called for public comment. There being no one wishing to comment, Mayor Waage closed the public comment period.

3. AGENDA ITEMS**Item 3.A: Department Work Plans for Fiscal Year 2020 & 2021 Budget (Feeser/All)**

City Manager Lewis and Administrative Services Director Feeser presented the staff report, recommending that the Council receive a presentation from staff regarding an overview of the Fiscal Year 2020 & 2021 Budget, including proposed Council Goals and Work Plans, and provide direction to staff on fiscal policies, Council Goals, Department Work Plans and Priorities, and policy items, and responded to Council inquiry.

Mayor Waage opened the public comment period. There being no one wishing to comment, Mayor Waage closed the public comment period.

There was consensus among the Council, with Mayor Pro Tem Howell and Council Member Blake dissenting regarding a proposed "City Hall Security and Customer Service Entry" work plan, to support staff's recommended policies and work plans.

4. ADJOURNMENT

There being no further business, Mayor Waage adjourned the meeting at 4:32 p.m., to the 5:00 p.m. Closed Session.

**Special Closed Session—4:00 p.m.
Administration Conference Room, 760 Mattie Road, Pismo Beach, California, 93449**

The City Council of the City of Pismo Beach met this date in a special closed session in the Administration Conference Room, City Hall, 760 Mattie Road, Pismo Beach, California with Mayor Waage presiding.

CALL TO ORDER: Mayor Waage called the meeting to order at 4:00 p.m.

1. ROLL CALL:

Present:

Mayor Ed Waage
Mayor Pro Tem Erik Howell
Council Member Sheila Blake
Council Member Marcia Guthrie
Council Member Mary Ann Reiss

Absent:

None

Staff Present:

David Fleishman, City Attorney
James R. Lewis, City Manager
Jeff Winklepleck, Community Development Director

2. PUBLIC COMMENT PERIOD

Mayor Waage called for public comment. There being no one wishing to comment, Mayor Waage closed the public comment period.

3. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Mayor Waage announced the Closed Session items listed below.

Item 3.A: **Conference with Real Property Negotiators** (Government Code §54956.8)
Property: APN: 005-076-021; 005-078-008; 005-078-021
Agency Negotiator: James R. Lewis
Negotiating Parties: Wolosz Family Trust
Under Negotiation: Price and Terms of Payment

4. CLOSED SESSION REPORT

City Attorney Fleishman reported in open session that there was no reportable action on the above-listed item(s).

5. ADJOURNMENT

There being no further business, Mayor Waage adjourned the meeting at 5:37 p.m., to the 5:30 p.m. Regular Meeting.

Regular Meeting—5:30 p.m.
Council Chamber, 760 Mattie Road, Pismo Beach, California, 93449

The City Council of the City of Pismo Beach met this date in a regular session in the City Council Chamber, 760 Mattie Road, Pismo Beach, California with Mayor Waage presiding.

CALL TO ORDER: Mayor Waage called the meeting to order at 5:40 p.m.

1. ROLL CALL:

Present:

Mayor Ed Waage
Mayor Pro Tem Erik Howell
Council Member Sheila Blake
Council Member Marcia Guthrie
Council Member Mary Ann Reiss

Absent:

None

Staff Present:

Nadia Feeser, Administrative Services Director
Benjamin Fine, Public Works Director/City Engineer
David Fleishman, City Attorney
Debra Garcia, Management Services Director
Erica Inderlied, City Clerk
Gordon Jackson, Conference & Visitors Bureau Executive Director
Paul Lee, Battalion Chief
James R. Lewis, City Manager
Jake Miller, Chief of Police
Jeff Winklepleck, Community Development Director
Other staff present as noted below

2. PLEDGE OF ALLEGIANCE

Mayor Waage led the Pledge of Allegiance.

3. ACCEPTANCE OF AGENDA

4. PRESENTATIONS

Item 4.A: Proclamation: Hunger Awareness Day

The Council read a proclamation recognizing Hunger Awareness Day and presented the Proclamation to Kevin Drabinski, CEO, Food Bank Coalition of San Luis Obispo County.

Item 4.B: Proclamation: Sexual Assault Awareness Month

The Council read a proclamation recognizing Sexual Assault Awareness Month and presented the Proclamation to Robert Diaz, Education Program Manager, and Janae Sargent, Education Program Coordinator, RISE San Luis Obispo County.

Item 4.C: Proclamation: National Travel and Tourism Week

The Council read a proclamation recognizing National Travel and Tourism Week and presented the Proclamation to Derek Kirk, Director of Community Engagement and Advocacy, Visit SLO CAL.

Item 4.D: Presentation: Bike to Work Day

Peter Williamson, Employer Outreach Coordinator, San Luis Obispo Council of Governments, offered a presentation regarding Bike to Work Day.

Item 4.E: Presentation: Community Choice Energy

J.R. Killigrew, Director of Communications & Energy Programs, and Tom Habashi, CEO, Monterey Bay Community Power, offered a presentation regarding Community Choice Energy.

There was consensus among the Council to direct staff to return with an actionable agenda item regarding Community Choice Energy enrollment, to include speakers on both sides of the issue.

Mayor Waage called for public comment.

The following spoke regarding Community Choice Energy: Benita Epstein, John MacKeen, June Cochran, Travis Higgins, Bruce Severance, John Smigelski, Charles Varni.

There being no one else wishing to comment, Mayor Waage closed the public comment period.

5. PUBLIC COMMENT PERIOD

Mayor Waage called for public comment.

David Archer, CEO, Pismo Beach Chamber of Commerce, commented on upcoming events.

The following spoke regarding a proposed homeless shelter project in Grover Beach: Jennifer, Bruce Severance, Marcia Vierra, Paul Hertel, Susan Wayland, Tom Girard, Kevin Watkins, Janna Nichols, William Ashley (*Supplemental material submitted into the record*).

The following spoke regarding proposed paid parking on Price Street: Paul Schiro, Don Day, Joseph DiFronzo.

There being no one else wishing to comment, Mayor Waage closed the public comment period.

6. CITY MANAGER'S REPORT

City Manager Lewis commented on various items.

7. CITY ATTORNEY'S REPORT / CLOSED SESSION REPORT

City Attorney Fleishman reported that the Council had taken no reportable action during its 4:00 p.m. Closed Session.

8. COUNCIL COMMITTEE REPORTS

Council Member Blake commented on a recent meeting of the Integrated Waste Management Authority Board.

Mayor Waage commented a recent meeting of the San Luis Obispo Council of Governments Board.

9. CONSENT CALENDAR

Mayor Waage called for public comment. There being no one wishing to comment, Mayor Waage closed the public comment period.

Council Member Howell requested that Item 9.G, Encroachment Agreement to allow an existing Site Wall and Landscaping in City Right-of-Way along Property Frontage at 1028 Ocean Boulevard, be pulled for discussion.

Motion by Mayor Pro Tem Howell, seconded by Council Member Reiss, to approve the remaining Consent Calendar items. Motion passed 5—0 by roll call vote.

AYES: 5 Howell, Reiss, Blake, Guthrie, Waage
NOES: 0

Item 9.A: Adoption of Meeting Minutes (Inderlied)

Recommendation: Adopt Minutes of the April 2, 2019 Closed and Regular Joint Meetings.

Item 9.B: Payroll Register and Register of Demands (Feeser)

Recommendation:

1. Approve the Summary of Payroll Register for March 31, 2019;
2. Approve the Register of Demands for March 22, 2019.

Item 9.C: Monthly Department Activity Reports for March 2019

Recommendation: Receive reports as information only.

Item 9.D: Paid Parking Division Quarterly Update – Third Quarter of Fiscal Year 2018-19 (Winklepleck)

Recommendation: Receive report; information only.

Item 9.E: Annual City Weed Abatement Program; Declaration of Nuisances (Lee)

Recommendation: Adopt a Resolution declaring that grass, weeds and rubbish on certain lots in the City of Pismo Beach constitute public nuisances and ordering said public nuisances to be abated.

Resolution R-2019-030 adopted.

Item 9.F: Amendment #1 to Agreement with Water Systems Consulting, Inc. (WSC) for Construction Management Services for the Five Cities Lift Station Project (Fine)

Recommendation: Adopt a Resolution authorizing the City Manager to execute Amendment #1 to the existing Professional Services Agreement with Water Systems Consulting, Inc. (WSC) for the Five Cities Lift Station Project in the amount of \$69,900.

Resolution R-2019-031 adopted.

Item 9.G: Encroachment Agreement to allow an existing Site Wall and Landscaping in City Right-of-Way along Property Frontage at 1028 Ocean Boulevard (Fine)

Recommendation: Authorize the City Manager to execute, and the City Clerk to record, an Encroachment Agreement for 1028 Ocean

Boulevard to allow an existing site wall and landscaping in City right-of-way.

This item was pulled from the Consent Calendar for discussion.

Item 9.H: Approval of the Shell Beach Streetscape Project for Proposed Road Maintenance and Rehabilitation Account Funding (SB1) (Feeser)

Recommendation: Adopt a Resolution approving the Shell Beach Streetscape Project for proposed Senate Bill 1 Road Maintenance and Rehabilitation Account funding for Fiscal Year 2020.

Resolution R-2019-032 adopted.

10. ITEMS PULLED FROM CONSENT

Item 9.G: Encroachment Agreement to allow an existing Site Wall and Landscaping in City Right-of-Way along Property Frontage at 1028 Ocean Boulevard (Fine)

City Manager Lewis presented the staff report, recommending that the Council Authorize the City Manager to execute, and the City Clerk to record, an Encroachment Agreement for 1028 Ocean Boulevard to allow an existing site wall and landscaping in City right-of-way, and responded to Council inquiry.

Mayor Waage opened the public comment period. There being no one wishing to comment, Mayor Waage closed the public comment period.

Motion by Council Member Reiss, seconded by Council Member Blake, to authorize the City Manager to execute, and the City Clerk to record, an Encroachment Agreement for 1028 Ocean Boulevard to allow an existing site wall and landscaping in City right-of-way. Motion passed 5—0 by roll call vote.

AYES: 5 Reiss, Blake, Guthrie, Howell, Waage

NOES: 0

11. PUBLIC HEARINGS**Item 11.A: Introduction of Ordinance Amending the Local Coastal Plan and Title 17 (1983 and 1998 Zoning Codes) and Title 5 of the Pismo Beach Municipal Code, Adding Regulations for the Operation of Short-Term Rentals in Detached Single-Family Homes in the R-2 and R-3 Zones, and Adding and Clarifying Definitions (Winklepleck)**

Community Development Director Winklepleck presented the staff report, recommending that the Council introduce an Ordinance amending Chapters 5.22 and 17.09 of the Pismo Beach Municipal Code relating to the definition of Long-Term Rentals; amending the Local Coastal Program and Chapters 17.021, 17.024, 17.027, 17.030, 17.042, and 17.113 of the Pismo Beach Municipal Code (1983 Coastal Zoning Code) relating to the operation of Short-Term Rentals in detached single-family homes in the R-2 and R-3 zones, and adding vacation rental use to the R-4, R-R, and C-1 zones; and direct staff to submit a request to the California Coastal Commission to certify an amendment to the Certified Local Coastal Plan (LCP), and responded to Council inquiry.

Mayor Waage opened the public hearing.

Melany Shapiro, Pismo Beach, spoke in support of the ordinance.

There being no one else wishing to comment, Mayor Waage closed the public hearing.

Motion by Mayor Waage, seconded by Council Member Blake, to introduce Ordinance O-2019-XXX, amending Chapters 5.22 and 17.09 of the Pismo Beach Municipal Code relating to the definition of Long-Term Rentals; amending the Local Coastal Program and Chapters 17.021, 17.024, 17.027, 17.030, 17.042, and 17.113 of the Pismo Beach Municipal Code (1983 Coastal Zoning Code) relating to the operation of Short-Term Rentals in detached single-family homes in the R-2 and R-3 zones, and adding vacation rental use to the R-4, R-R, and C-1 zones. Motion passed 5—0 by roll call vote.

**AYES: 5 Waage, Blake, Guthrie, Reiss, Howell.
NOES: 0**

Motion by Mayor Waage, seconded by Council Member Guthrie, to direct staff to submit a request to the California Coastal Commission to certify an amendment to the Certified Local Coastal Plan (LCP). Motion passed 5—0 by roll call vote.

**AYES: 5 Waage, Guthrie, Blake, Reiss, Howell.
NOES: 0**

Item 11.B: Resolution Levying the 2% Annual Assessment for the Pismo Beach Lodging Business Improvement District (LBID) for Fiscal Year (FY) 2019-20: July 1, 2019 through June 30, 2020 (Feeser)

Administrative Services Director Feeser presented the staff report, recommending that the Council Open public hearing; accept protests, if any, to the proposed assessments; close public hearing; adopt a Resolution levying a 2% annual assessment for the Pismo Beach Lodging Business Improvement District (LBID) for Fiscal Year (FY) 2019-20: July 1, 2019 through June 30, 2020, and responded to Council inquiry.

Mayor Waage opened the public hearing. There being no one wishing to comment, Mayor Waage closed the public hearing.

Motion by Council Member Reiss, seconded by Council Member Blake, to adopt Resolution R-2019-033, levying a 2% annual assessment for the Pismo Beach Lodging Business Improvement District (LBID) for Fiscal Year (FY) 2019-20: July 1, 2019 through June 30, 2020. Motion passed 5—0 by roll call vote.

AYES: 5 Howell, Reiss, Blake, Guthrie, Waage
NOES: 0

12. BUSINESS ITEMS

Item 12.A: Agreements with Dudek and Rincon Consultants to Provide Planning and Environmental Services for the Update to the General Plan/Local Coastal Plan (Winklepleck)

Community Development Director Winklepleck and Planner Schwartz presented the staff report, recommending that the Council adopt a Resolution awarding a contract to Dudek for consulting services to complete the General Plan/Local Coastal Plan Update in the amount of \$457,602.20 and accepting and budgeting a California Coastal Commission grant in the amount of \$85,000 for the Local Coastal Plan Update in Fiscal Year 2019; adopt a Resolution awarding a contract to Rincon Consultants, Inc. for consulting services to complete the Environmental Impact Report for the General Plan/Local Coastal Plan Update in the amount of \$170,790 in FY 2019, and responded to Council inquiry.

Mayor Waage opened the public comment period. There being no one else wishing to comment, Mayor Waage closed the public comment period.

Motion by Council Member Reiss, seconded by Council Member Blake, to adopt Resolution R-2019-034, awarding a contract to Dudek for consulting services to complete the General Plan/Local Coastal

Plan Update in the amount of \$457,602.20 and accepting and budgeting a California Coastal Commission grant in the amount of \$85,000 for the Local Coastal Plan Update in Fiscal Year 2019. Motion passed 5—0 by roll call vote.

AYES: 5 Reiss, Blake, Guthrie, Howell, Waage
NOES: 0

Motion by Council Member Reiss, seconded by Council Member Blake, to adopt Resolution R-2019-035, awarding a contract to Rincon Consultants, Inc. for consulting services to complete the Environmental Impact Report for the General Plan/Local Coastal Plan Update in the amount of \$170,790 in FY 2019. Motion passed 5—0 by roll call vote.

AYES: 5 Reiss, Blake, Guthrie, Howell, Waage
NOES: 0

13. CITY COUNCIL COMMENTS AND REQUESTS

None.

14. ADJOURNMENT


There being no further business, Mayor Waage adjourned the meeting at 8:21 p.m.

APPROVED:



Ed Waage, Mayor

ATTEST:



Erica Inderlied, City Clerk



To: Mayor and City Council
From: City Manager
Meeting Date: September 12, 2023
Subject: HARBOR TOXIC MONITORING AGREEMENT –
AUTHORIZATION TO EXECUTE AGREEMENT FOR COST
SHARING FOR INSTALLATION OF MONITORING
EQUIPMENT AND MONITORING HARBOR TOXIC
POLLUTANTS

Recommendation:

1. Authorize the City Manager to execute an agreement between the City and the Gateway Water Management Joint Powers Authority (GWMA) for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load in a form approved by the City Attorney.

Fiscal Impact:

The City's share shall not exceed \$1,815 for the fiscal year (FY) 2023-24 payment to the Gateway Water Management Joint Powers Authority (GWMA) for managing the installation and collection of data at the Monitoring Stations. Sufficient funding exists in Account No. 209.40.4040-52600 (Measure W Fund 209) in the adopted FY 2023-24 budget to pay these monitoring costs.

Discussion:

On August 31, 2011, a far reaching Total Maximum Daily Load (TMDL) requirement became effective and affected many cities throughout Los Angeles County. The TMDL divides the impacted areas into three (3) groups: 1) The Dominguez Channel, 2) The Los Angeles/Long Beach Harbor and Los Cerritos Channel, and 3) The Los Angeles River and San Gabriel River Watersheds. The City is currently a member of the Los Angeles River and San Gabriel River Watersheds. The TMDL establishes separate compliance requirements for each of those areas. The pollutants are metals (copper, lead, and zinc) and toxins [Dichlorodiphenyltrichloroethane (DDT), Polychlorinated Biphenyls (PCBs), etc.].

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
HARBOR TOXIC MONITORING AGREEMENT – AUTHORIZATION TO EXECUTE
AGREEMENT FOR COST SHARING FOR INSTALLATION OF MONITORING
EQUIPMENT AND MONITORING HARBOR TOXIC POLLUTANTS
Page 2 of 2

The cities discharging into the Los Angeles River and the San Gabriel River have the least requirements of the three (3) groups. While the other two (2) groups have numeric discharge limits and targets, the Los Angeles River and San Gabriel River groups have no such limits and are only being required to monitor toxic pollutants. Individual Municipal Separate Storm Sewer System (MS4) permittees contacted the GWMA to express interest in participating in cost sharing for the installation of the monitoring stations and the costs of monitoring conducted at the monitoring stations, known herein as Harbor Toxic Upstream.

In March 2015, GWMA entered into agreements with MS4 Permittees for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants TMDL. These agreements between GWMA and MS4 Permittees expired in June 2018.

In July 2018, GWMA entered into new agreements with MS4 Permittees for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants TMDL and GWMA administrative cost. These agreements between the GWMA and MS4 Permittees expired on June 30, 2023.

The participants have contacted GWMA and expressed interest in continuing the cost sharing arrangement through June 30, 2026, via a new agreement with individual MS4 Permittees. The new agreements have an expiration date of June 30, 2026, and is recommended for approval by staff.

Conclusion:

Staff recommends approving the agreement between the City and GWMA for cost sharing for the installation of monitoring equipment and monitoring in order to continue TMDL monitoring services by GWMA for MS4 permit compliance requirements.



Steve Carmona

SC:NN:KG:np

Enclosure: 1) Harbor Toxic Pollutants TMDL Agreement

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF PICO RIVERA

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of July 1, 2023, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the City of Pico Rivera, (the “Permittee”). The Permittee and the GWMA are collectively referred to as the “Parties”;

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term “MS4 Permittees” shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order (“MS4 Permit”) issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads (“TMDL”) for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”);

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including its estuary or Coyote Creek or the San Gabriel River including their estuaries;

WHEREAS, various MS4 Permittees desire to achieve the objectives of the Harbor Toxic Pollutants TMDL by continuing to maintain the monitoring station in the Los Angeles River at Wardlow Road, monitoring station in the San Gabriel River near Spring Street, and monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively “Monitoring Stations”) to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, continuing maintenance of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the Lower Los Angeles River Watershed Management Group and the Lower San Gabriel River Watershed Management Group have been formed pursuant to the MS4 Permit and oversee and manage the monitoring program for the Harbor Toxic Pollutants TMDL within their respective watersheds;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District, Port of Long Beach, and the Long Beach Water Department (“GWMA Members”);

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the maintenance of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively “Monitoring Costs”);

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in the GWMA) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay an administrative fee that is less than that the administrative fee charged to MS4 Permittees that are not GWMA Members;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, the current agreements that cover the cost share arrangements for the Monitoring Costs through fiscal year 2022-2023 will expire on June 30, 2023.

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs for fiscal years 2023-2024 through 2025-2026;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee’s annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to maintain Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 2. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 3. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 4. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 5. Term. This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to this Agreement.

Section 6. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs.

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide the Permittee with the monitoring data collected from the Monitoring Stations and any associated reports.

(c) The GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders, that are not MS4 Permittees, for cost-sharing the Monitoring Costs in order to reduce the total costs incurred by the MS4 Permittees.

Section 7. Financial Terms.

(a) Annual Payment Amount. The Permittee shall pay no more than the following amounts for each of the three fiscal years (June 30-July 1) listed below (“Annual Payment Amount”):

Fiscal Year 2023-2024:

One Thousand Seven Hundred Twenty Eight Dollars and Thirty Six Cents
(\$1,728.36)

Fiscal Year 2024-2025:

One Thousand Seven Hundred Thirty Five Dollars and Eighty Four Cents
(\$1,735.84)

Fiscal Year 2025-2026:

One Thousand Seven Hundred Seventy Six Dollars and Fifty Eight Cents
(\$1,776.58)

Each Annual Payment Amount includes the Permittee’s Cost Share Amount identified in Exhibit “A”, attached hereto and incorporated herein.

(b) Administrative Costs. In addition to the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA’s staff time for hiring the consultants, managing the consultants’ contracts, and invoicing the Permittee and legal fees incurred by the GWMA in the performance of its duties under this Agreement (“Direct Costs”), and audit expenses and other overhead costs (“Indirect Costs”), referred to collectively herein as the “Administrative Costs Payment Amount”. The Administrative Costs Payment Amount will be added to the Permittee’s annual invoice to cover the Permittee’s share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount does not include the GWMA’s Indirect Costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Direct Costs portion of the Administrative Costs Payment Amount will range between zero percent (0%) and five percent (5%) of the of the Permittee’s Cost Share Amount identified in Exhibit “A.” On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA’s cost of performing its duties under this Agreement. Based on this review, the GWMA Board will establish the rate charged to recover its Direct Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the Administrative Costs Payment Amount will include the GWMA’s Indirect

Costs. The rate charged to Non-GWMA Members in order to recover Direct Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Cost Share Amount identified in Exhibit "A." The rate charged to Non-GWMA Members in order to recover Indirect Costs will range between two percent (2%) and five percent (5%) of the Permittee's Cost Share Amount identified in Exhibit "A." On an annual basis the GWMA will evaluate the percentage rates for both Direct and Indirect Costs charged to Non-GWMA Members to ensure they adequately recover the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover its Direct and Indirect Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(c) Adjustment of Cost Share Based on Number of Participants. The Annual Payment Amount and the Administrative Costs Payment Amount identified in this Section 7 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(d) Reserve Credits. If the actual cost share amount plus administrative costs collected by GWMA from all participating permittees in the Harbor Toxic Pollutants TMDL program are less than the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by all permittees in a particular year, then the GWMA will notify the Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups. The Chairs will direct GWMA on how to apply the excess balance, which may include carrying the balance over to cover permittee costs in one or more subsequent years. , GWMA reserves the right to transfer funds from the excess balance to maintain a minimum balance of \$10,000 in its account dedicated to the Harbor Toxic Pollutants TMDL program at all times, per GWMA's Administrative Budget Policy. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for Indirect Costs will be retained by GWMA and is not subject to a credit.

(e) Funds remaining in the possession of the GWMA at the expiration or earlier termination of this MOU shall be promptly returned to the Permittee in proportion to the Cost Share Amount identified in Exhibit "A" or rolled over into the subsequent MOU for the Harbor Toxic Pollutants TMDL if requested by the Permittee.

(f) The Permittee's Annual Payment Amount and Administrative Costs Payment Amount for the 2023-2024 fiscal year are due upon execution of this Agreement, but in no event later than September 30, 2023. For each subsequent fiscal year, commencing with the 2024-2025 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and Administrative Costs Payment Amount. Upon receiving an invoice from GWMA, each Permittee shall pay the Annual Payment Amount and Administrative Costs Payment Amount set forth in the invoice to the GWMA within forty-five (45) days of receipt.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 11 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 8. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 9. Indemnification and Warranty.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

Section 10. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to a new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of such new fiscal year (e.g., If the Permittee terminates on March 1st, 2024, the Permittee is responsible for the Annual Payment Amounts for both fiscal years 2023-2024 and 2024-2025. If the Permittee terminates on February 10, 2024, the Permittee is responsible for its Annual Payment Amount only for Fiscal year 2023-2024, not for fiscal year 2024-2025). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 11. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually at least twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660
Attn: Kenner Guerrero

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

DATE: _____

PERMITTEE
City of Pico Rivera

Signature

Print Name

Print Title

EXHIBIT "A"

**COST SHARE MATRIX
ATTACHED**

**Harbor Toxic Upstream
FY 2023-2024 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 769.90			\$ 769.90	10%	\$ 76.99	5.00%	\$ 38.51	\$ 885.39
City of Arcadia	no	\$ 883.29	\$ 647.82		\$ 1,531.11	10%	\$ 153.11	5.00%	\$ 76.56	\$ 1,760.77
City of Artesia	yes		\$ 670.42	\$ 1,999.78	\$ 2,670.20	5%	\$ 133.51	0.00%	\$ -	\$ 2,803.71
City of Azusa	no		\$ 1,406.84		\$ 1,406.84	10%	\$ 140.68	5.00%	\$ 70.33	\$ 1,617.87
City of Baldwin Park	no		\$ 1,195.60		\$ 1,195.60	10%	\$ 119.56	5.00%	\$ 59.78	\$ 1,374.93
City of Bell	yes	\$ 594.86			\$ 594.86	5%	\$ 29.74	0.00%	\$ -	\$ 624.61
City of Bell Gardens	yes	\$ 589.46			\$ 589.46	5%	\$ 29.46	0.00%	\$ -	\$ 618.93
City of Bellflower	yes		\$ 788.13		\$ 788.13	5%	\$ 39.41	0.00%	\$ -	\$ 827.53
City of Bradbury	no	\$ 530.64	\$ 722.94		\$ 1,253.58	10%	\$ 125.36	5.00%	\$ 62.68	\$ 1,441.62
City of Burbank	no	\$ 1,108.80			\$ 1,108.80	10%	\$ 110.88	5.00%	\$ 55.44	\$ 1,275.12
City of Calabasas	no	\$ 722.00			\$ 722.00	10%	\$ 72.20	5.00%	\$ 36.10	\$ 830.30
City of Cerritos	yes		\$ 874.61	\$ 3,356.65	\$ 4,231.26	5%	\$ 211.56	0.00%	\$ -	\$ 4,442.83
City of Claremont	no		\$ 1,755.26		\$ 1,755.26	10%	\$ 175.53	5.00%	\$ 87.76	\$ 2,018.55
City of Commerce	yes	\$ 732.31			\$ 732.31	5%	\$ 36.63	0.00%	\$ -	\$ 768.93
City of Compton	yes	\$ 857.25			\$ 857.25	5%	\$ 42.86	0.00%	\$ -	\$ 900.11
City of Covina	no		\$ 1,214.67		\$ 1,214.67	10%	\$ 121.47	5.00%	\$ 60.74	\$ 1,396.87
City of Cudahy	yes	\$ 546.30			\$ 546.30	5%	\$ 27.33	0.00%	\$ -	\$ 573.62
City of Diamond Bar	no		\$ 1,225.38	\$ 3,704.23	\$ 4,929.61	10%	\$ 492.96	5.00%	\$ 246.48	\$ 5,669.05
City of Downey	yes	\$ 696.90	\$ 1,182.79		\$ 1,879.69	5%	\$ 93.98	0.00%	\$ -	\$ 1,973.68
City of Duarte	no	\$ 549.90	\$ 818.96		\$ 1,368.86	10%	\$ 136.89	5.00%	\$ 68.44	\$ 1,574.19
City of El Monte	no	\$ 747.97	\$ 835.94		\$ 1,583.91	10%	\$ 158.39	5.00%	\$ 79.20	\$ 1,821.50
City of Glendale	no	\$ 1,572.21			\$ 1,572.21	10%	\$ 157.22	5.00%	\$ 78.62	\$ 1,808.05
City of Glendora	no		\$ 1,845.14		\$ 1,845.14	10%	\$ 184.51	5.00%	\$ 92.26	\$ 2,121.91
City of Hawaiian Gardens	yes			\$ 1,951.65	\$ 1,951.65	5%	\$ 97.58	0.00%	\$ -	\$ 2,049.23
City of Hidden Hills	no	\$ 555.85			\$ 555.85	10%	\$ 55.59	5.00%	\$ 27.79	\$ 639.23
City of Huntington Park	yes	\$ 608.72			\$ 608.72	5%	\$ 30.44	0.00%	\$ -	\$ 639.16
City of Industry	no		\$ 1,628.28		\$ 1,628.28	10%	\$ 162.83	5.00%	\$ 81.42	\$ 1,872.52
City of Irwindale	no	\$ 559.29	\$ 1,299.19		\$ 1,858.48	10%	\$ 185.85	5.00%	\$ 92.93	\$ 2,137.25
City of La Canada Flintridge	no	\$ 805.37			\$ 805.37	10%	\$ 80.54	5.00%	\$ 40.27	\$ 926.18
City of La Habra Heights	no		\$ 719.54	\$ 2,995.71	\$ 3,715.25	10%	\$ 371.52	5.00%	\$ 185.77	\$ 4,272.54
City of La Mirada	yes			\$ 3,914.11	\$ 3,914.11	5%	\$ 195.71	0.00%	\$ -	\$ 4,109.81
City of La Puente	no		\$ 917.59		\$ 917.59	10%	\$ 91.76	5.00%	\$ 45.87	\$ 1,055.23
City of La Verne	no		\$ 1,341.78		\$ 1,341.78	10%	\$ 134.18	5.00%	\$ 67.09	\$ 1,543.05
City of Lakewood	yes	\$ 506.20	\$ 716.67	\$ 1,956.11	\$ 3,178.97	5%	\$ 158.95	0.00%	\$ -	\$ 3,337.92
City of Long Beach	yes	\$ 933.38	\$ 710.26	\$ 2,354.48	\$ 3,998.12	5%	\$ 199.91	0.00%	\$ -	\$ 4,198.03
City of Los Angeles	no	\$ 10,395.22			\$ 10,395.22	10%	\$ 1,039.52	5.00%	\$ 519.76	\$ 11,954.50
City of Lynwood	yes	\$ 672.45			\$ 672.45	5%	\$ 33.62	0.00%	\$ -	\$ 706.08
City of Maywood	yes	\$ 544.56			\$ 544.56	5%	\$ 27.22	0.00%	\$ -	\$ 571.78
City of Monrovia	no	\$ 776.51	\$ 635.93		\$ 1,412.44	10%	\$ 141.24	5.00%	\$ 70.62	\$ 1,624.30
City of Montebello	yes	\$ 795.66			\$ 795.66	5%	\$ 39.77	0.00%	\$ -	\$ 835.44
City of Monterey Park	no	\$ 773.62			\$ 773.62	10%	\$ 77.36	5.00%	\$ 38.68	\$ 889.66
City of Norwalk	yes		\$ 993.49	\$ 3,218.96	\$ 4,212.45	5%	\$ 210.62	0.00%	\$ -	\$ 4,423.08

**Harbor Toxic Upstream
FY 2023-2024 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 612.38			\$ 612.38	5%	\$ 30.62	0.00%	\$ -	\$ 643.00
City of Pasadena	no	\$ 1,311.23			\$ 1,311.23	10%	\$ 131.12	5.00%	\$ 65.57	\$ 1,507.92
City of Pico Rivera	yes	\$ 585.81	\$ 1,142.56		\$ 1,728.36	5%	\$ 86.42	0.00%	\$ -	\$ 1,814.78
City of Pomona	no		\$ 2,549.82		\$ 2,549.82	10%	\$ 254.98	5.00%	\$ 127.49	\$ 2,932.29
City of Rosemead	no	\$ 684.08			\$ 684.08	10%	\$ 68.41	5.00%	\$ 34.20	\$ 786.69
City of San Dimas	no		\$ 1,918.04		\$ 1,918.04	10%	\$ 191.80	5.00%	\$ 95.90	\$ 2,205.74
City of San Fernando	no	\$ 586.24			\$ 586.24	10%	\$ 58.62	5.00%	\$ 29.30	\$ 674.18
City of San Gabriel	no	\$ 647.74			\$ 647.74	10%	\$ 64.77	5.00%	\$ 32.39	\$ 744.90
City of San Marino	no	\$ 634.91			\$ 634.91	10%	\$ 63.49	5.00%	\$ 31.75	\$ 730.15
City of Santa Fe Springs	yes		\$ 878.14	\$ 3,361.55	\$ 4,239.69	5%	\$ 211.98	0.00%	\$ -	\$ 4,451.68
City of Sierra Madre	no	\$ 601.19			\$ 601.19	10%	\$ 60.12	5.00%	\$ 30.05	\$ 691.37
City of Signal Hill	yes	\$ 509.09			\$ 509.09	5%	\$ 25.45	0.00%	\$ -	\$ 534.54
City of South El Monte	no	\$ 589.00	\$ 659.45		\$ 1,248.45	10%	\$ 124.84	5.00%	\$ 62.42	\$ 1,435.72
City of South Gate	yes	\$ 760.08			\$ 760.08	5%	\$ 38.00	0.00%	\$ -	\$ 798.09
City of South Pasadena	no	\$ 622.69			\$ 622.69	10%	\$ 62.27	5.00%	\$ 31.13	\$ 716.09
City of Temple City	no	\$ 644.03			\$ 644.03	10%	\$ 64.40	5.00%	\$ 32.20	\$ 740.63
LA County Unincorporated	no	\$ 2,829.92	\$ 4,772.41	\$ 6,335.54	\$ 13,937.86	10%	\$ 1,393.79	5.00%	\$ 696.89	\$ 16,028.54
City of Vernon	yes	\$ 683.37			\$ 683.37	5%	\$ 34.17	0.00%	\$ -	\$ 717.53
City of Walnut	no		\$ 1,381.37		\$ 1,381.37	10%	\$ 138.14	5.00%	\$ 69.07	\$ 1,588.57
City of West Covina	no		\$ 1,979.57		\$ 1,979.57	10%	\$ 197.96	5.00%	\$ 98.98	\$ 2,276.51
City of Whittier	yes		\$ 844.56	\$ 5,124.38	\$ 5,968.94	5%	\$ 298.45	0.00%	\$ -	\$ 6,267.39
LACFCD	no	\$ 2,119.64	\$ 2,119.64	\$ 2,119.64	\$ 6,358.92	10%	\$ 635.89	5.00%	\$ 317.96	\$ 7,312.75
Total		\$43,250.02	\$ 42,392.78	\$ 42,392.78	\$ 128,035.57		\$ 10,440.14		\$ 4,038.39	\$ 142,514.10

NOTES:
The GWMA administration cost is as follows:
Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.
Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :
GWMA Members Admin Fee = 5%
GWMA Non-Members Admin Fee = 10%
GWMA Indirect Fee = 5%

Harbor Toxic Upstream
FY 2024-2025 Cost Share

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 773.24			\$ 773.24	10%	\$ 77.32	5.00%	\$ 38.67	\$ 889.22
City of Arcadia	no	\$ 887.11	\$ 650.62		\$ 1,537.73	10%	\$ 153.77	5.00%	\$ 76.89	\$ 1,768.39
City of Artesia	yes		\$ 673.32	\$ 2,008.43	\$ 2,681.75	5%	\$ 134.09	0.00%	\$ -	\$ 2,815.83
City of Azusa	no		\$ 1,412.93		\$ 1,412.93	10%	\$ 141.29	5.00%	\$ 70.64	\$ 1,624.87
City of Baldwin Park	no		\$ 1,200.77		\$ 1,200.77	10%	\$ 120.08	5.00%	\$ 60.04	\$ 1,380.88
City of Bell	yes	\$ 597.44			\$ 597.44	5%	\$ 29.87	0.00%	\$ -	\$ 627.31
City of Bell Gardens	yes	\$ 592.01			\$ 592.01	5%	\$ 29.59	0.00%	\$ -	\$ 621.61
City of Bellflower	yes		\$ 791.54		\$ 791.54	5%	\$ 39.58	0.00%	\$ -	\$ 831.11
City of Bradbury	no	\$ 532.94	\$ 726.06		\$ 1,259.00	10%	\$ 125.90	5.00%	\$ 62.95	\$ 1,447.85
City of Burbank	no	\$ 1,113.60			\$ 1,113.60	10%	\$ 111.36	5.00%	\$ 55.68	\$ 1,280.64
City of Calabasas	no	\$ 725.12			\$ 725.12	10%	\$ 72.51	5.00%	\$ 36.26	\$ 833.89
City of Cerritos	yes		\$ 878.39	\$ 3,371.17	\$ 4,249.57	5%	\$ 212.48	0.00%	\$ -	\$ 4,462.05
City of Claremont	no		\$ 1,762.85		\$ 1,762.85	10%	\$ 176.29	5.00%	\$ 88.14	\$ 2,027.28
City of Commerce	yes	\$ 735.48			\$ 735.48	5%	\$ 36.78	0.00%	\$ -	\$ 772.25
City of Compton	yes	\$ 860.96			\$ 860.96	5%	\$ 43.05	0.00%	\$ -	\$ 904.01
City of Covina	no		\$ 1,219.92		\$ 1,219.92	10%	\$ 121.99	5.00%	\$ 61.01	\$ 1,402.91
City of Cudahy	yes	\$ 548.66			\$ 548.66	5%	\$ 27.44	0.00%	\$ -	\$ 576.10
City of Diamond Bar	no		\$ 1,230.68	\$ 3,720.25	\$ 4,950.93	10%	\$ 495.09	5.00%	\$ 247.55	\$ 5,693.57
City of Downey	yes	\$ 699.91	\$ 1,187.91		\$ 1,887.82	5%	\$ 94.39	0.00%	\$ -	\$ 1,982.21
City of Duarte	no	\$ 552.28	\$ 822.50		\$ 1,374.78	10%	\$ 137.48	5.00%	\$ 68.74	\$ 1,581.00
City of El Monte	no	\$ 751.21	\$ 839.56		\$ 1,590.76	10%	\$ 159.08	5.00%	\$ 79.54	\$ 1,829.38
City of Glendale	no	\$ 1,579.02			\$ 1,579.02	10%	\$ 157.90	5.00%	\$ 78.96	\$ 1,815.87
City of Glendora	no		\$ 1,853.12		\$ 1,853.12	10%	\$ 185.31	5.00%	\$ 92.66	\$ 2,131.09
City of Hawaiian Gardens	yes			\$ 1,960.09	\$ 1,960.09	5%	\$ 98.00	0.00%	\$ -	\$ 2,058.10
City of Hidden Hills	no	\$ 558.25			\$ 558.25	10%	\$ 55.83	5.00%	\$ 27.91	\$ 641.99
City of Huntington Park	yes	\$ 611.36			\$ 611.36	5%	\$ 30.57	0.00%	\$ -	\$ 641.92
City of Industry	no		\$ 1,635.32		\$ 1,635.32	10%	\$ 163.53	5.00%	\$ 81.78	\$ 1,880.62
City of Irwindale	no	\$ 561.71	\$ 1,304.81		\$ 1,866.52	10%	\$ 186.65	5.00%	\$ 93.34	\$ 2,146.50
City of La Canada Flintridge	no	\$ 808.86			\$ 808.86	10%	\$ 80.89	5.00%	\$ 40.44	\$ 930.18
City of La Habra Heights	no		\$ 722.65	\$ 3,008.67	\$ 3,731.32	10%	\$ 373.13	5.00%	\$ 186.58	\$ 4,291.02
City of La Mirada	yes			\$ 3,931.04	\$ 3,931.04	5%	\$ 196.55	0.00%	\$ -	\$ 4,127.59
City of La Puente	no		\$ 921.56		\$ 921.56	10%	\$ 92.16	5.00%	\$ 46.07	\$ 1,059.80
City of La Verne	no		\$ 1,347.59		\$ 1,347.59	10%	\$ 134.76	5.00%	\$ 67.38	\$ 1,549.73
City of Lakewood	yes	\$ 508.39	\$ 719.77	\$ 1,964.57	\$ 3,192.72	5%	\$ 159.64	0.00%	\$ -	\$ 3,352.36
City of Long Beach	yes	\$ 937.42	\$ 713.34	\$ 2,364.67	\$ 4,015.42	5%	\$ 200.77	0.00%	\$ -	\$ 4,216.19
City of Los Angeles	no	\$ 10,440.19			\$ 10,440.19	10%	\$ 1,044.02	5.00%	\$ 522.01	\$ 12,006.22
City of Lynwood	yes	\$ 675.36			\$ 675.36	5%	\$ 33.77	0.00%	\$ -	\$ 709.13
City of Maywood	yes	\$ 546.91			\$ 546.91	5%	\$ 27.34	0.00%	\$ -	\$ 574.26
City of Monrovia	no	\$ 779.87	\$ 638.68		\$ 1,418.55	10%	\$ 141.85	5.00%	\$ 70.93	\$ 1,631.33
City of Montebello	yes	\$ 799.10			\$ 799.10	5%	\$ 39.95	0.00%	\$ -	\$ 839.06
City of Monterey Park	no	\$ 776.96			\$ 776.96	10%	\$ 77.70	5.00%	\$ 38.85	\$ 893.51
City of Norwalk	yes		\$ 997.79	\$ 3,232.88	\$ 4,230.68	5%	\$ 211.53	0.00%	\$ -	\$ 4,442.21

**Harbor Toxic Upstream
FY 2024-2025 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 615.03			\$ 615.03	5%	\$ 30.75	0.00%	\$ -	\$ 645.78
City of Pasadena	no	\$ 1,316.91			\$ 1,316.91	10%	\$ 131.69	5.00%	\$ 65.86	\$ 1,514.44
City of Pico Rivera	yes	\$ 588.34	\$ 1,147.50		\$ 1,735.84	5%	\$ 86.79	0.00%	\$ -	\$ 1,822.63
City of Pomona	no		\$ 2,560.85		\$ 2,560.85	10%	\$ 256.08	5.00%	\$ 128.04	\$ 2,944.98
City of Rosemead	no	\$ 687.04			\$ 687.04	10%	\$ 68.70	5.00%	\$ 34.35	\$ 790.09
City of San Dimas	no		\$ 1,926.34		\$ 1,926.34	10%	\$ 192.63	5.00%	\$ 96.32	\$ 2,215.29
City of San Fernando	no	\$ 588.78			\$ 588.78	10%	\$ 58.88	5.00%	\$ 29.43	\$ 677.10
City of San Gabriel	no	\$ 650.54			\$ 650.54	10%	\$ 65.05	5.00%	\$ 32.53	\$ 748.12
City of San Marino	no	\$ 637.66			\$ 637.66	10%	\$ 63.77	5.00%	\$ 31.88	\$ 733.31
City of Santa Fe Springs	yes		\$ 881.94	\$ 3,376.10	\$ 4,258.03	5%	\$ 212.90	0.00%	\$ -	\$ 4,470.94
City of Sierra Madre	no	\$ 603.79			\$ 603.79	10%	\$ 60.38	5.00%	\$ 30.18	\$ 694.36
City of Signal Hill	yes	\$ 511.29			\$ 511.29	5%	\$ 25.56	0.00%	\$ -	\$ 536.86
City of South El Monte	no	\$ 591.55	\$ 662.30		\$ 1,253.85	10%	\$ 125.38	5.00%	\$ 62.69	\$ 1,441.93
City of South Gate	yes	\$ 763.37			\$ 763.37	5%	\$ 38.17	0.00%	\$ -	\$ 801.54
City of South Pasadena	no	\$ 625.39			\$ 625.39	10%	\$ 62.54	5.00%	\$ 31.27	\$ 719.19
City of Temple City	no	\$ 646.81			\$ 646.81	10%	\$ 64.68	5.00%	\$ 32.34	\$ 743.83
LA County Unincorporated	no	\$ 2,842.16	\$ 4,793.05	\$ 6,362.95	\$ 13,998.16	10%	\$ 1,399.82	5.00%	\$ 699.91	\$ 16,097.89
City of Vernon	yes	\$ 686.32			\$ 686.32	5%	\$ 34.32	0.00%	\$ -	\$ 720.64
City of Walnut	no		\$ 1,387.34		\$ 1,387.34	10%	\$ 138.73	5.00%	\$ 69.37	\$ 1,595.44
City of West Covina	no		\$ 1,988.13		\$ 1,988.13	10%	\$ 198.81	5.00%	\$ 99.41	\$ 2,286.35
City of Whittier	yes		\$ 848.22	\$ 5,146.55	\$ 5,994.76	5%	\$ 299.74	0.00%	\$ -	\$ 6,294.50
LACFCD	no	\$ 2,128.81	\$ 2,128.81	\$ 2,128.81	\$ 6,386.43	10%	\$ 638.64	5.00%	\$ 319.33	\$ 7,344.39
Total		\$43,437.13	\$ 42,576.18	\$ 42,576.18	\$ 128,589.48		\$ 10,485.31		\$ 4,055.86	\$ 143,130.64

NOTES:
The GWMA administration cost is as follows:
Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.
Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee =	5%
GWMA Non-Members Admin Fee =	10%
GWMA Indirect Fee =	5%

**Harbor Toxic Upstream
FY 2025-2026 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 791.39			\$ 791.39	10%	\$ 79.14	5.00%	\$ 39.58	\$ 910.09
City of Arcadia	no	\$ 907.93	\$ 665.89		\$ 1,573.83	10%	\$ 157.38	5.00%	\$ 78.69	\$ 1,809.90
City of Artesia	yes		\$ 689.12	\$ 2,055.57	\$ 2,744.70	5%	\$ 137.23	0.00%	\$ -	\$ 2,881.93
City of Azusa	no		\$ 1,446.09		\$ 1,446.09	10%	\$ 144.61	5.00%	\$ 72.29	\$ 1,663.01
City of Baldwin Park	no		\$ 1,228.95		\$ 1,228.95	10%	\$ 122.90	5.00%	\$ 61.45	\$ 1,413.30
City of Bell	yes	\$ 611.46			\$ 611.46	5%	\$ 30.57	0.00%	\$ -	\$ 642.03
City of Bell Gardens	yes	\$ 605.91			\$ 605.91	5%	\$ 30.29	0.00%	\$ -	\$ 636.20
City of Bellflower	yes		\$ 810.12		\$ 810.12	5%	\$ 40.51	0.00%	\$ -	\$ 850.62
City of Bradbury	no	\$ 545.45	\$ 743.11		\$ 1,288.55	10%	\$ 128.86	5.00%	\$ 64.43	\$ 1,481.84
City of Burbank	no	\$ 1,139.74			\$ 1,139.74	10%	\$ 113.97	5.00%	\$ 56.99	\$ 1,310.70
City of Calabasas	no	\$ 742.14			\$ 742.14	10%	\$ 74.21	5.00%	\$ 37.11	\$ 853.46
City of Cerritos	yes		\$ 899.01	\$ 3,450.31	\$ 4,349.32	5%	\$ 217.47	0.00%	\$ -	\$ 4,566.78
City of Claremont	no		\$ 1,804.23		\$ 1,804.23	10%	\$ 180.42	5.00%	\$ 90.21	\$ 2,074.87
City of Commerce	yes	\$ 752.74			\$ 752.74	5%	\$ 37.65	0.00%	\$ -	\$ 790.38
City of Compton	yes	\$ 881.17			\$ 881.17	5%	\$ 44.06	0.00%	\$ -	\$ 925.23
City of Covina	no		\$ 1,248.56		\$ 1,248.56	10%	\$ 124.86	5.00%	\$ 62.44	\$ 1,435.84
City of Cudahy	yes	\$ 561.54			\$ 561.54	5%	\$ 28.09	0.00%	\$ -	\$ 589.62
City of Diamond Bar	no		\$ 1,259.57	\$ 3,807.58	\$ 5,067.15	10%	\$ 506.71	5.00%	\$ 253.36	\$ 5,827.22
City of Downey	yes	\$ 716.34	\$ 1,215.79		\$ 1,932.14	5%	\$ 96.61	0.00%	\$ -	\$ 2,028.74
City of Duarte	no	\$ 565.25	\$ 841.81		\$ 1,407.05	10%	\$ 140.71	5.00%	\$ 70.35	\$ 1,618.11
City of El Monte	no	\$ 768.84	\$ 859.26		\$ 1,628.10	10%	\$ 162.81	5.00%	\$ 81.41	\$ 1,872.32
City of Glendale	no	\$ 1,616.08			\$ 1,616.08	10%	\$ 161.61	5.00%	\$ 80.81	\$ 1,858.49
City of Glendora	no		\$ 1,896.62		\$ 1,896.62	10%	\$ 189.66	5.00%	\$ 94.83	\$ 2,181.12
City of Hawaiian Gardens	yes			\$ 2,006.10	\$ 2,006.10	5%	\$ 100.31	0.00%	\$ -	\$ 2,106.41
City of Hidden Hills	no	\$ 571.36			\$ 571.36	10%	\$ 57.14	5.00%	\$ 28.57	\$ 657.06
City of Huntington Park	yes	\$ 625.71			\$ 625.71	5%	\$ 31.29	0.00%	\$ -	\$ 656.99
City of Industry	no		\$ 1,673.71		\$ 1,673.71	10%	\$ 167.37	5.00%	\$ 83.70	\$ 1,924.76
City of Irwindale	no	\$ 574.89	\$ 1,335.44		\$ 1,910.33	10%	\$ 191.03	5.00%	\$ 95.53	\$ 2,196.88
City of La Canada Flintridge	no	\$ 827.84			\$ 827.84	10%	\$ 82.78	5.00%	\$ 41.39	\$ 952.02
City of La Habra Heights	no		\$ 739.62	\$ 3,079.29	\$ 3,818.91	10%	\$ 381.89	5.00%	\$ 190.96	\$ 4,391.74
City of La Mirada	yes			\$ 4,023.31	\$ 4,023.31	5%	\$ 201.17	0.00%	\$ -	\$ 4,224.48
City of La Puente	no		\$ 943.19		\$ 943.19	10%	\$ 94.32	5.00%	\$ 47.15	\$ 1,084.67
City of La Verne	no		\$ 1,379.22		\$ 1,379.22	10%	\$ 137.92	5.00%	\$ 68.96	\$ 1,586.10
City of Lakewood	yes	\$ 520.32	\$ 736.66	\$ 2,010.68	\$ 3,267.67	5%	\$ 163.38	0.00%	\$ -	\$ 3,431.05
City of Long Beach	yes	\$ 959.42	\$ 730.08	\$ 2,420.17	\$ 4,109.67	5%	\$ 205.48	0.00%	\$ -	\$ 4,315.16
City of Los Angeles	no	\$ 10,685.26			\$ 10,685.26	10%	\$ 1,068.53	5.00%	\$ 534.26	\$ 12,288.05
City of Lynwood	yes	\$ 691.22			\$ 691.22	5%	\$ 34.56	0.00%	\$ -	\$ 725.78
City of Maywood	yes	\$ 559.75			\$ 559.75	5%	\$ 27.98	0.00%	\$ -	\$ 587.74
City of Monrovia	no	\$ 798.17	\$ 653.67		\$ 1,451.85	10%	\$ 145.18	5.00%	\$ 72.59	\$ 1,669.62
City of Montebello	yes	\$ 817.86			\$ 817.86	5%	\$ 40.88	0.00%	\$ -	\$ 858.75
City of Monterey Park	no	\$ 795.20			\$ 795.20	10%	\$ 79.52	5.00%	\$ 39.76	\$ 914.48
City of Norwalk	yes		\$ 1,021.21	\$ 3,308.77	\$ 4,329.98	5%	\$ 216.50	0.00%	\$ -	\$ 4,546.48

**Harbor Toxic Upstream
FY 2025-2026 Cost Share**

Agency	GWMA Member?	LAR S10	SGR GR1	SGR-CC S13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 629.46			\$ 629.46	5%	\$ 31.47	0.00%	\$ -	\$ 660.94
City of Pasadena	no	\$ 1,347.82			\$ 1,347.82	10%	\$ 134.78	5.00%	\$ 67.40	\$ 1,549.99
City of Pico Rivera	yes	\$ 602.15	\$ 1,174.43		\$ 1,776.58	5%	\$ 88.83	0.00%	\$ -	\$ 1,865.41
City of Pomona	no		\$ 2,620.96		\$ 2,620.96	10%	\$ 262.10	5.00%	\$ 131.05	\$ 3,014.10
City of Rosemead	no	\$ 703.16			\$ 703.16	10%	\$ 70.32	5.00%	\$ 35.16	\$ 808.64
City of San Dimas	no		\$ 1,971.55		\$ 1,971.55	10%	\$ 197.16	5.00%	\$ 98.58	\$ 2,267.29
City of San Fernando	no	\$ 602.60			\$ 602.60	10%	\$ 60.26	5.00%	\$ 30.12	\$ 692.99
City of San Gabriel	no	\$ 665.81			\$ 665.81	10%	\$ 66.58	5.00%	\$ 33.29	\$ 765.68
City of San Marino	no	\$ 652.63			\$ 652.63	10%	\$ 65.26	5.00%	\$ 32.63	\$ 750.52
City of Santa Fe Springs	yes		\$ 902.64	\$ 3,455.34	\$ 4,357.98	5%	\$ 217.90	0.00%	\$ -	\$ 4,575.88
City of Sierra Madre	no	\$ 617.97			\$ 617.97	10%	\$ 61.80	5.00%	\$ 30.89	\$ 710.66
City of Signal Hill	yes	\$ 523.29			\$ 523.29	5%	\$ 26.16	0.00%	\$ -	\$ 549.46
City of South El Monte	no	\$ 605.44	\$ 677.84		\$ 1,283.28	10%	\$ 128.33	5.00%	\$ 64.16	\$ 1,475.77
City of South Gate	yes	\$ 781.29			\$ 781.29	5%	\$ 39.06	0.00%	\$ -	\$ 820.36
City of South Pasadena	no	\$ 640.06			\$ 640.06	10%	\$ 64.01	5.00%	\$ 32.00	\$ 736.07
City of Temple City	no	\$ 661.99			\$ 661.99	10%	\$ 66.20	5.00%	\$ 33.10	\$ 761.29
LA County Unincorporated	no	\$ 2,908.87	\$ 4,905.56	\$ 6,512.31	\$ 14,326.74	10%	\$ 1,432.67	5.00%	\$ 716.34	\$ 16,475.75
City of Vernon	yes	\$ 702.43			\$ 702.43	5%	\$ 35.12	0.00%	\$ -	\$ 737.55
City of Walnut	no		\$ 1,419.91		\$ 1,419.91	10%	\$ 141.99	5.00%	\$ 71.00	\$ 1,632.89
City of West Covina	no		\$ 2,034.80		\$ 2,034.80	10%	\$ 203.48	5.00%	\$ 101.74	\$ 2,340.02
City of Whittier	yes		\$ 868.13	\$ 5,267.35	\$ 6,135.48	5%	\$ 306.77	0.00%	\$ -	\$ 6,442.25
LACFCD	no	\$ 2,178.78	\$ 2,178.78	\$ 2,178.78	\$ 6,536.34	10%	\$ 653.63	5.00%	\$ 326.83	\$ 7,516.79
Total		\$44,456.74	\$ 43,575.57	\$ 43,575.57	\$ 131,607.88		\$ 10,731.43		\$ 4,151.06	\$ 146,490.37

NOTES:
The GWMA administration cost is as follows:
Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.
Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee =	5%
GWMA Non-Members Admin Fee =	10%
GWMA Indirect Fee =	5%



To: Mayor and City Council
From: City Manager
Meeting Date: September 12, 2023
Subject: TREASURER'S MONTHLY INVESTMENT TRANSACTION REPORT AS OF JULY 31, 2023

Recommendation:

1. Receive and file the Treasurer's Monthly Investment Transaction Report as of July 31, 2023.

Fiscal Impact:

There is no fiscal impact to the General Fund.

Background:

Per the City of Pico Rivera (City) 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.

Discussion:

This report updates the City Council on the City's monthly transactions of the City's investment portfolio for the month ending July 31, 2023. The statements enclosed include transactions of the City's investments with Local Agency Investment Fund (LAIF) and Chandler Asset Management (Enclosures 1 and 2).

Conclusion:

As of July 31, 2023, the City's portfolio remains highly rated, liquid, and stable. 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.

Steve Carmona

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
TREASURER'S MONTHLY INVESTMENT TRANSACTION REPORT AS OF JULY 31,
2023
Page 2 of 2

SC:JG:JM:ep

- Enclosures: 1) LAIF Statements for the Month Ending July 31, 2023.
2) Chandler Asset Management Transaction Ledger for the Month Ending
July 31, 2023.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

August 01, 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

July 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/14/2023	7/19/2023	QRD	1736019	N/A	SYSTEM	494,485.07
7/17/2023	7/13/2023	RW	1733852	1694239	JIE GUO	-4,000,000.00
7/26/2023	7/19/2023	RW	1736402	1694497	JIE GUO	-4,000,000.00

Account Summary

Total Deposit:	494,485.07	Beginning Balance:	66,265,840.79
Total Withdrawal:	-8,000,000.00	Ending Balance:	58,760,325.86

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

August 01, 2023

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

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

July 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/14/2023	7/19/2023	QRD	1734570	N/A	SYSTEM	79,152.53

Account Summary

Total Deposit:	79,152.53	Beginning Balance:	10,081,330.51
Total Withdrawal:	0.00	Ending Balance:	10,160,483.04

**City of Pico Rivera Portfolio
Chandler Investment Transactions
July 2023**

Transaction Date	Tran Category	Tran Type Description	Security Description	Quantity	Price	Principal	Interest	Total Amount
7/3/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	2,475.77	1.00000	2,475.77	-	2,475.77
7/6/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,125.00	1.00000	1,125.00	-	1,125.00
7/10/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	9,905.83	1.00000	9,905.83	-	9,905.83
7/10/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	330,000.00	1.00000	330,000.00	-	330,000.00
7/15/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	171.88	1.00000	171.88	-	171.88
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	219.33	1.00000	219.33	-	219.33
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	807.71	1.00000	807.71	-	807.71
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,078.18	1.00000	3,078.18	-	3,078.18
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	4,261.76	1.00000	4,261.76	-	4,261.76
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,853.53	1.00000	3,853.53	-	3,853.53
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	212.67	1.00000	212.67	-	212.67
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	545.17	1.00000	545.17	-	545.17
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	678.00	1.00000	678.00	-	678.00
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	591.58	1.00000	591.58	-	591.58
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	394.62	1.00000	394.62	-	394.62
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,111.55	1.00000	1,111.55	-	1,111.55
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	20,101.16	1.00000	20,101.16	-	20,101.16
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,882.58	1.00000	1,882.58	-	1,882.58
7/17/2023	Acquisitions	Purchase	Toronto-Dominion Bank Note	125,000.00	0.99981	124,976.25	-	124,976.25
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	13,009.12	1.00000	13,009.12	-	13,009.12
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	3,580.20	1.00000	3,580.20	-	3,580.20
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	428.38	1.00000	428.38	-	428.38
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	358.42	1.00000	358.42	-	358.42
7/17/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	933.17	1.00000	933.17	-	933.17
7/18/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	279.75	1.00000	279.75	-	279.75
7/18/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	4,551.38	1.00000	4,551.38	-	4,551.38
7/20/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	7,824.56	1.00000	7,824.56	-	7,824.56
7/21/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	2,324.79	1.00000	2,324.79	-	2,324.79
7/21/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	294.00	1.00000	294.00	-	294.00
7/21/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	4,597.43	1.00000	4,597.43	-	4,597.43
7/24/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	4,250.00	1.00000	4,250.00	-	4,250.00
7/24/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	250,000.00	1.00000	250,000.00	-	250,000.00
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	165,352.09	1.00000	165,352.09	-	165,352.09
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,143.75	1.00000	1,143.75	-	1,143.75
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	172.00	1.00000	172.00	-	172.00
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,327.92	1.00000	1,327.92	-	1,327.92
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	7,290.05	1.00000	7,290.05	-	7,290.05
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,312.08	1.00000	1,312.08	-	1,312.08
7/25/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	8,195.70	1.00000	8,195.70	-	8,195.70
7/25/2023	Acquisitions	Purchase	MUFG Bank Ltd Discount CP	650,000.00	0.95881	623,225.06	-	623,225.06
7/30/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	1,500.00	1.00000	1,500.00	-	1,500.00
7/31/2023	Acquisitions	Purchase	First American Govt Obligation Fund Class Y	17,375.00	1.00000	17,375.00	-	17,375.00
7/10/2023	Dispositions	Maturity	FNMA Note	330,000.00	1.00000	330,000.00	-	(330,000.00)
7/24/2023	Dispositions	Maturity	US Bank NA Callable Note Cont 6/23/2023	250,000.00	1.00000	250,000.00	-	(250,000.00)
7/17/2023	Dispositions	Paydown	Hyundai Auto Receivables Trust 2023-A A3	-	-	-	591.58	(591.58)

**City of Pico Rivera Portfolio
Chandler Investment Transactions
July 2023**

Transaction Date	Tran Category	Tran Type Description	Security Description	Quantity	Price	Principal	Interest	Total Amount
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2022-B A3	-	-	-	358.42	(358.42)
7/17/2023	Dispositions	Paydown	Mercedes-Benz Auto Lease Trust 2021-B A3	12,980.00	1.00000	12,980.00	29.12	(13,009.12)
7/17/2023	Dispositions	Paydown	Mercedes-Benz Auto Receivable 2023-1 A3	-	-	-	394.62	(394.62)
7/17/2023	Dispositions	Paydown	American Express Credit Trust 2022-2 A	-	-	-	678.00	(678.00)
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2022-A A3	-	-	-	212.67	(212.67)
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2020-A A3	806.97	1.00000	806.97	0.74	(807.71)
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2022-C A3	-	-	-	933.17	(933.17)
7/17/2023	Dispositions	Paydown	Mercedes-Benz Auto Receivables 2022-1 A2	19,224.51	1.00000	19,224.51	876.65	(20,101.16)
7/17/2023	Dispositions	Paydown	Toyota Auto Receivables Trust 2021-D A3	1,835.25	1.00000	1,835.25	47.33	(1,882.58)
7/17/2023	Dispositions	Paydown	American Express Credit Trust 2023-1 A	-	-	-	545.17	(545.17)
7/17/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2022-1 A3	-	-	-	219.33	(219.33)
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2020-B A3	1,109.59	1.00000	1,109.59	1.96	(1,111.55)
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2021-A A3	3,063.77	1.00000	3,063.77	14.41	(3,078.18)
7/17/2023	Dispositions	Paydown	John Deere Owner Trust 2021-B A3	4,220.51	1.00000	4,220.51	41.25	(4,261.76)
7/17/2023	Dispositions	Paydown	GM Auto Receivable Trust 2023-2 A3	-	-	-	428.38	(428.38)
7/17/2023	Dispositions	Paydown	Toyota Auto Receivables 2020-D A3	3,574.95	1.00000	3,574.95	5.25	(3,580.20)
7/18/2023	Dispositions	Paydown	Honda Auto Receivables 2022-2 A3	-	-	-	279.75	(279.75)
7/18/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2020-3 A3	4,543.18	1.00000	4,543.18	8.20	(4,551.38)
7/20/2023	Dispositions	Paydown	Verizon Owner Trust 2020-B A	7,816.20	1.00000	7,816.20	8.36	(7,824.56)
7/21/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2021-1 A3	4,587.88	1.00000	4,587.88	9.55	(4,597.43)
7/21/2023	Dispositions	Paydown	Honda Auto Receivables Owner 2023-1 A3	-	-	-	294.00	(294.00)
7/21/2023	Dispositions	Paydown	Honda Auto Receivables Trust 2021-4 A3	2,258.79	1.00000	2,258.79	66.00	(2,324.79)
7/25/2023	Dispositions	Paydown	FHLMC K073 A2	-	-	-	1,312.08	(1,312.08)
7/25/2023	Dispositions	Paydown	BMW Vehicle Lease Trust 2023-1 A3	-	-	-	172.00	(172.00)
7/25/2023	Dispositions	Paydown	BMW Vehicle Lease Trust 2022-1 A3	8,132.04	1.00000	8,132.04	63.66	(8,195.70)
7/25/2023	Dispositions	Paydown	FHLMC K054 A2	-	-	-	1,143.75	(1,143.75)
7/25/2023	Dispositions	Paydown	BMW Vehicle Lease Trust 2021-2 A3	7,280.18	1.00000	7,280.18	9.87	(7,290.05)
7/25/2023	Dispositions	Paydown	FHLMC K034 A2	164,866.97	1.00000	164,866.97	485.12	(165,352.09)
7/25/2023	Dispositions	Paydown	FHLMC K069 A2	-	-	-	1,327.92	(1,327.92)
7/17/2023	Dispositions	Sale	First American Govt Obligation Fund Class Y	124,976.25	1.00000	124,976.25	-	(124,976.25)
7/25/2023	Dispositions	Sale	First American Govt Obligation Fund Class Y	623,225.06	1.00000	623,225.06	-	(623,225.06)
7/10/2023	Dispositions	Security Withdrawal	First American Govt Obligation Fund Class Y	2,505.21	1.00000	2,505.21	-	(2,505.21)
7/25/2023	Dispositions	Security Withdrawal	First American Govt Obligation Fund Class Y	246.76	1.00000	246.76	-	(246.76)
7/3/2023	Other Transactions	Dividend	First American Govt Obligation Fund Class Y	184,301.38	0.01343	2,475.77	-	2,475.77
7/6/2023	Other Transactions	Interest	FFCB Note	200,000.00	0.00563	1,125.00	-	1,125.00
7/10/2023	Other Transactions	Interest	FNMA Note	330,000.00	0.00125	412.50	-	412.50
7/10/2023	Other Transactions	Interest	Toyota Motor Credit Corp Note	400,000.00	0.02373	9,493.33	-	9,493.33
7/15/2023	Other Transactions	Interest	Salesforce.com Inc Callable Note Cont 7/15/2022	55,000.00	0.00313	171.88	-	171.88
7/17/2023	Other Transactions	Interest	Morgan Stanley Callable Note Cont 7/17/2025	145,000.00	0.02340	3,392.28	-	3,392.28
7/17/2023	Other Transactions	Interest	John Deere Capital Corp Note	205,000.00	0.00225	461.25	-	461.25
7/24/2023	Other Transactions	Interest	US Bank NA Callable Note Cont 6/23/2023	250,000.00	0.01700	4,250.00	-	4,250.00
7/30/2023	Other Transactions	Interest	US Bancorp Callable Note Cont 6/28/2024	125,000.00	0.01200	1,500.00	-	1,500.00
7/31/2023	Other Transactions	Interest	US Treasury Note	700,000.00	0.00875	6,125.00	-	6,125.00
7/31/2023	Other Transactions	Interest	US Treasury Note	1,000,000.00	0.01125	11,250.00	-	11,250.00
Changes of Market Values and Accrued Interests								41,295.33

**City of Pico Rivera Portfolio
Chandler Investment Transactions
July 2023**

Transaction Date	Tran Category	Tran Type Description	Security Description	Quantity	Price	Principal	Interest	Total Amount
	Net Investment Transactions							\$ 119,857.38
	Beginning Balance as of 6/30/2023							31,289,275.46
	Ending Balance as of 7/31/2023							\$ 31,409,132.84



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: APPROVE BUDGET ADJUSTMENTS FOR THE PICO RIVERA INNOVATIVE MUNICIPAL ENERGY (PRIME) FUND FOR FISCAL YEAR 2022-23

Recommendation:

1. Approve budget adjustments amending the fiscal year (FY) 2022-23 Adopted Budget for the Pico Rivera Innovative Municipal Energy (PRIME) Fund (Fund 560) as outlined in Enclosure 1 of this report.

Fiscal Impact:

The FY 2022-23 adopted budget included PRIME Fund revenues of \$20,381,163 and expenses of \$17,410,535. The City Council approved the rate adjustments on January 24, 2023, which would increase the revenue budget in GL Account No. 560.00.0000-47750 by \$3,300,000 and the expense budget in GL Account No. 560.16.1635-54275 by \$3,000,000. PRIME also requests additional appropriations of \$1,391,546 to cover energy cost increases in GL Account No. 560.16.1635-54275. The budget amendments would result in a net decrease of \$1,091,546 for the FY 2022-23 PRIME budget.

Background:

On September 1, 2017, PRIME became the ninth operational Community Choice Aggregation (CCA) program in the state, launching all residential, municipal, and commercial accounts by May 2018. Since its launch, the program has maintained a 94% participation rate and vast support from the local and surrounding communities.

At its regular meeting on February 27, 2018, the City Council approved Resolution No. 6944 (and as thereafter amended on September 10, 2019, by Resolution No. 7033; on April 14, 2020, by Resolution No. 7060; on August 10, 2021, by Resolution No. 7144; and March 1, 2022, by Resolution No. 7145), establishing Rate Schedules for PRIME and authorizing further rate changes by approval of further resolutions. PRIME'S rates are developed to mirror those of Southern California Edison (SCE) for ease in customer

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
APPROVE BUDGET ADJUSTMENTS FOR THE PRIME FUND FOR FISCAL YEAR
2022-23

Page 2 of 3

understanding and cost comparison. PRIME sets its rates to offer customers competitive rates and to cover expenses related to power procurement and administration of the program.

On January 24, 2023, the City Council approved Resolution No. 7247, authorizing PRIME rate adjustments to cover operating expenses. Staff anticipated generating additional revenues by approximately \$3.3 million in FY 2022-23. At that time, staff inadvertently omitted requesting adjustments to the budgets with the additional revenues and appropriations; however, said appropriations are needed to reflect the fiscal impact of the rate adjustments.

Discussion:

The proposed action meets the City’s Strategic Plan goal of “Fiscal and Organizational Sustainability.” The rate adjustments approved on January 24, 2023, were designed to protect the City’s enterprise fund, build and maintain reserves to ensure long-term program rate stability, and generate sufficient revenue to cover operating costs. The changes in market conditions for the cost of power and related power products require PRIME to increase its generation rates. The rate adjustment resulted in additional estimated revenue of \$3,300,000 and expenses of \$3,629,081.

The increased cost associated with energy supply is affecting all load-serving entities in the state, including Community Choice Aggregators (CCAs), such as PRIME, and investor-owned utilities (IOUs), such as SCE. For example, in September 2022, the volatility of the market coupled with summer heat events forced PRIME to purchase approximately \$1 million more of energy to meet customer demand for that month. In the past year, energy prices have seen unprecedented increases; for PRIME, this meant additional expenses of \$1,391,546.

Conclusion:

Staff recommends that the City Council approve the FY 2022-23 budget amendment to increase PRIME revenues by \$3,300,000 and appropriations by \$3,000,000 to the Purchased Power – PRIME expense account. Staff also recommends amending the budget with additional increases of \$1,391,546 to the Purchased Power – PRIME expense account.



Steve Carmona

SC:AG:VHF:smc

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
APPROVE BUDGET ADJUSTMENTS FOR THE PRIME FUND FOR FISCAL YEAR
2022-23

Page 3 of 3

Enclosure: 1) FY 2022-23 PRIME Fund Budget Adjustment Worksheet

CITY OF PICO RIVERA
Fiscal Year 2022-23 Budget Adjustments
ENCLOSURE 1 - PRIME Funds - No General Fund
 September 12, 2023

OTHER FUNDS - NO GENERAL FUND	Decrease	Increase	New Appropriation Request	Net Increase / (Decrease)	Notes
REVENUE					
GEN/DEMAND AND COLLECTIONS					
560.00.0000-47750	\$ -	\$ 3,629,081	\$ -	\$ 3,629,081	Revenues associated with energy rate increases approved on January 24, 2023.
EXPENDITURE					
PURCHASED POWER - PRIME					
560.16.1635-54275	\$ -	\$ 1,391,546	\$ -	\$ 1,391,546	Expenditures associated with energy cost increases.
EXPENDITURE ADJUSTMENTS	<u>\$ -</u>	<u>\$ 1,391,546</u>	<u>\$ -</u>	<u>\$ 1,391,546</u>	
REVENUE ADJUSTMENTS	<u>\$ -</u>	<u>\$ 3,629,081</u>	<u>\$ -</u>	<u>\$ 3,629,081</u>	
NET ADJUSTMENTS INCREASE/(DECREASE)				<u>\$ (2,237,535)</u>	



To: Mayor and City Council
From: City Manager
Meeting Date: September 12, 2023
Subject: CITY CLERK APPOINTMENT

Recommendation:

1. Appoint Cynthia Ayala, CMC to the position of City Clerk.

Fiscal Impact:

This position was properly budgeted in the fiscal year (FY) 2023-24 Operating Budget. No additional appropriations are needed at this time.

Background:

The Office of City Clerk is governed by Pico Rivera Municipal Code (PRMC) 2.16.010. Per this code, the City Clerk shall perform those duties as designated by the City Council. The City Clerk position is currently vacant as a result of the recent retirement of former City Clerk, Anna Jerome.

Discussion:

Since Ms. Jerome's departure, Junior Deputy City Clerk Cynthia Ayala, CMC, has been serving in the capacity of City Clerk and has done so in an exemplary manner. Ms. Ayala has been an employee of the City of Pico Rivera since 2008. In her 15 years of employment with the City, she has demonstrated exemplary performance and dedication to the organization.

During her time in the City Clerk's office, she has assisted with four (4) regular elections and one (1) special election, attended City Council and other City Agency meetings including the preparation of agendas and minutes, assisted with the administering of the department's budget, administered the oath of office to newly hired employees and appointed commissioners, and has led in the day-to-day duties of the office. Ms. Ayala continues to pursue her education through trainings, workshops, and conferences to expand her knowledge in the Clerk world and stay up-to-date on current State and Federal laws.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023

CITY CLERK APPOINTMENT

Page 2 of 2

This past summer, the City performed an open and competitive recruitment for the position of City Clerk. After much review and consideration of the applications received, an offer was made to and accepted by Ms. Ayala for the permanent position.

Conclusion:

It is recommended that City Council approve the appointment of Cynthia Ayala, CMC to the position of City Clerk.



Steve Carmona

SC:AG:smc



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: FIRST READING – AN ORDINANCE AMENDING SECTION 2.55.040, *MEETINGS – TIME AND PLACE*, TO CHAPTER 2.55 OF TITLE 2 OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1. Introduce and waive the first reading of an ordinance, amending Section 2.55.040, *Meetings – Time and Place*, to Chapter 2.55, *Veterans Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code.

Fiscal Impact:

There is no fiscal impact to the General Fund associated with the adoption of the ordinance.

Discussion:

On March 22, 2022, the City Council adopted Ordinance No. 1155, establishing a Veterans Commission for the City of Pico Rivera. In January 2023, the City Council selected and appointed members to the Veterans Commission.

Upon its establishment, the Commission initially fell under the purview of the Community and Economic Development Department. However, a shift was necessitated when the City Manager, prompted by changes within the department's staffing, supported the transfer of oversight for the Veterans Commission. This responsibility was consequently entrusted to the Parks and Recreation Department. Recognizing the evolving demands of the Parks and Recreation Department, which orchestrates more than 115 special events annually and operates with specific staffing considerations, the department has chosen to embrace the new commission's activities on a quarterly basis, a decision that aligns seamlessly with the Veterans Commission's own agreement to convene for meetings at the same interval.

During the inaugural meeting on May 8, 2023, the commission discussed the meeting structure and determined it would be content to continue to move forward with quarterly meetings.

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
FIRST READING – AN ORDINANCE AMENDING SECTION 2.55.040, *MEETINGS – TIME AND PLACE*, TO CHAPTER 2.55 OF TITLE 2 OF THE PICO RIVERA MUNICIPAL CODE
Page 2 of 2

Conclusion:

Staff recommends that the City Council Introduce and waive the first reading of an ordinance, amending Section 2.55.040, *Meetings – Time and Place*, to Chapter 2.55, *Veterans Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code. If approved, staff will bring forth the ordinance for adoption at the next regularly scheduled City Council meeting and the ordinance shall become effective 30 days after its adoption.



Steve Carmona

SC:PY:CA:gsm

Enclosure: 1) Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 2.55 TO TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE PICO RIVERA MUNICIPAL CODE RELATING TO VETERANS COMMISSION

WHEREAS, The City of Pico Rivera adopted Ordinance No. 1155 on March 22, 2022, establishing the Veterans Commission.

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

SECTION 1. Section 2.55.040 of Chapter 2.55 of Title 2 of the Pico Rivera Municipal Code, regarding Meetings – Time and place of the Veterans Commission is hereby amended to read as follows:

“2.55.040” Meetings – Time and Place
The Veterans Commission meet regularly each ~~month~~ quarter at such time and place as designated in the rules and regulations of the commission as necessary or as directed by the City Council.

SECTION 2. The City Clerk shall certify the adoption of this Ordinance. The City Council hereby finds that there are no newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen (15) days of its final passage and this Ordinance shall take effect thirty days following its final passage.

APPROVED AND ADOPTED this _____ day of _____, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, CMC, Jr. Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

ORDINANCE NO. _____
Page 2 of 2

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, Ordinance No. _____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, _____, with the following vote:

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

Cynthia Ayala, Jr. Deputy City Clerk



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: FIRST READING – AN ORDINANCE AMENDING SECTION 2.54.020, *MEMBERSHIP-TERM*, TO CHAPTER 2.54, *SISTER CITY COMMISSION*, OF TITLE 2 OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1. Introduce and waive the first reading of an ordinance, amending Section 2.54.020, *Membership – Term*, to Chapter 2.54, *Sister City Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code.

Fiscal Impact:

There is no fiscal impact to the General Fund associated with the adoption of the proposed ordinance.

Background:

On September 25, 2007, the City Council adopted Ordinance No. 1037, establishing a Sister City Commission for the purpose of fostering a greater global understanding of other cultures and international friendships for the citizens of Pico Rivera.

This commission is an advisory board of the City Council with the following goals and objectives:

- Promoting the goals of international understanding and friendship by the establishment and maintenance of programs of cultural exchange
- Establishing exchange programs through residents, businesses, schools, churches, and similar entities and institutions
- Conducting public meetings where the community has the opportunity to provide input regarding issues under the purview of the commission.
- Increasing importance of cultural, entertainment, and economic development

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
FIRST READING – AN ORDINANCE AMENDING SECTION 2.54.020, MEMBERSHIP-
TERM, TO CHAPTER 2.54, SISTER CITY COMMISSION, OF TITLE 2 OF THE PICO
RIVERA MUNICIPAL CODE
Page 2 of 2

aspects in fostering meaningful international relationships and collaborations

Discussion:

To better execute the goals and objectives of this commission, City staff is proposing granting the opportunity for individuals who do not reside within the City to serve on this commission. The inclusion of local non-residents may allow for: 1) additional valuable expertise and perspectives that can enhance the advisory process; 2) broader representation of stakeholders who have a vested interest; and 3) enhance civic engagement. Furthermore, individuals who are not residents but work, own property in the City or have strong ties to the Community can also be equally engaged and invested in local municipal issues.

The proposed ordinance would replace the requirement stated in section 2.54.020 of the Pico Rivera Municipal Code that “*All members of the Sister City Commission shall be residents of the city.*” Instead, the ordinance will enable one non-resident member to apply and potentially serve on this commission while maintaining the Commission majority residents. Striking a balance between community representation and expertise is crucial for the success of this Commission.

Conclusion:

Staff recommends that the City Council Introduce and waive the first reading of an ordinance, amending Section 2.54.020, *Membership – Term*, to Chapter 2.54, *Sister City Commission*, of Title 2, *Administration and Personnel*, of the Pico Rivera Municipal Code. If approved, staff will bring forth the ordinance for adoption at the next regularly scheduled City Council meeting and the ordinance shall become effective 30 days after its adoption.



Steve Carmona

SC:CA;gsm

Enclosure: 1) Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PROVISIONS OF CHAPTER 2.54 TO TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE PICO RIVERA MUNICIPAL CODE RELATING TO THE SISTER CITY COMMISSION

WHEREAS, The City of Pico Rivera adopted Ordinance No. 1037 on September 25, 2007, establishing the Sister City Commission.

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

SECTION 1. Section 2.54.020 of Chapter 2.54 of Title 2 of the Pico Rivera Municipal Code, regarding Membership – Term is hereby amended to read as follows:

“2.54.020” Membership – Term
The Sister City commission shall be composed of five members who shall be appointed in the manner set forth by resolution of the City Council to serve at the will of the City Council. ~~All~~ Four members of the Sister City Commission shall be residents of the city. Nothing herein shall preclude the City Council from reappointing a commissioner following the completion of his term.

SECTION 2. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are no newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen (15) days of its final passage and this Ordinance shall take effect thirty days following its final passage.

APPROVED AND ADOPTED this _____ day of _____, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, CMC, Jr. Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)

ORDINANCE NO. _____
Page 2 of 2

COUNTY OF LOS ANGELES) §

I, Cynthia Ayala, Jr. Deputy City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance, Ordinance No. _____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, _____, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cynthia Ayala, Jr. Deputy City Clerk



To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: APPROVE THE SMART WASTE COLLECTION PILOT PROGRAM AT SMITH PARK AND A PURCHASE AGREEMENT WITH BIGBELLY, INC.

Recommendation:

1. Approve a Smart Waste Collection Pilot Program at Smith Park;
2. Award a Sole Source Purchase Agreement to Bigbelly, Inc. for the purchase of 50 smart waste bins for an amount not-to-exceed \$286,682, and execute the agreement in a form approved by the City Attorney; and
3. Appropriate \$287,000 from the Unassigned Fund 671 (CalRecycle) Senate Bill (SB) 1383 Fee to Account No. 671.11.1110-54500.

Fiscal Impact:

The cost to implement the Smart Waste Collection Pilot Program at Smith Park is \$286,682; funded by Senate Bill (SB) 1383 Fee Funds (Fund No. 671), which the City has collected from residential and commercial waste accounts since July 2021 for the specific purpose of improving waste diversion rates in compliance with State mandates.

After a thorough analysis, staff found that implementing a smart waste collection program will reduce the collection frequency from approximately 14 times per week to approximately twice per week, allowing for the reallocation of approximately 1,575 labor hours annually (estimated at approximately \$160,000) toward other park maintenance activities, such as cleaning bathrooms, field maintenance, irrigation repair, and litter pick-up. The General Fund will also experience annual savings from reduced equipment and material costs estimated at approximately \$23,000.

In accordance with the objectives and goals set forth by the collection of SB 1383 Fees, an appropriation of \$287,000 from the Unassigned CalRecycle SB 1383 Fee to Account No. 671.11.1110-54500 (Contracted Services) is requested at this time to fund this

purchase agreement.

Background:

In 2016, the State adopted Senate Bill (SB) 1383, requiring local jurisdictions, including the City of Pico Rivera, to divert organic waste disposal to a target of 75% by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) has found that when organic waste (i.e., food scraps) is sent to landfills, it releases methane, a greenhouse gas (GHG); these create air pollution, soil and water contamination, and public health risks.

To meet SB 1383 goals of reducing organic waste disposal by 75% by 2025, the State required cities to educate the public on SB 1383, provide organic waste collection, and enforce the mandates. On February 23, 2021, the City amended its waste disposal agreement with NASA Services Inc. (Agreement No. 12-1290-3) to help meet the State's goals. The amendment includes organic diversion collection services for residents and business owners, educational and outreach programs, and SB 1383 fees. The fees outlined in Agreement No. 12-1290-3, known as SB 1383 fees, are used to support various efforts, such as labor, programs, and projects, aimed at meeting the mandates and targets set by SB 1383. The SB 1383 fees have been previously used to deploy three-bin systems at indoor facilities and community events consisting of regular waste (black bin), recyclable waste (blue bin), and organic waste (green bin).

Staff explored various options to efficiently use the SB 1383 fees, prioritizing: 1) Regulatory compliance; 2) Operational efficiency, and 3) Environmental stewardship.

Discussion:

Although the City has made significant efforts to comply with SB 1383 through waste collection services, education, outreach, and diversion amenities at City indoor facilities, it is ready to extend recycling amenities to outdoor facilities (i.e., parks), which produce high volumes of trash. Currently, City parks utilize single-tin bins, with which there are several ongoing issues with this configuration.

Below we've outlined just a few concerns that City staff continue to encounter:

1. **Regulatory Compliance:** The single-bin configuration hinders recycling efforts, and instead, it promotes waste contamination by allowing materials (i.e., trash, bottles, food) to be mixed in a single bin.
2. **Public Health:** The exposed design is susceptible to trash overflow and increases the likelihood that rummaging through the bins will occur, resulting in contaminating waste and increasing litter in City parks.

3. **Operational Inefficiency:** Trash must be collected by Parks Maintenance staff on a routine schedule. While this is supposed to ensure waste is cleared out of existing bins in an efficient manner, staff is noticing that some highly used trash bins overflow, while other underutilized bins are collected when only 5-10% full, making this activity inefficient for Parks Maintenance staff.
4. **Blight:** Tin bins are rusted, damaged, and have not kept up with other park improvements, impacting aesthetics and community pride.

Bigbelly Bins

In search of a solution to fulfilling the objectives of SB 1383 and to ensure ongoing attention to City Parks and Facilities, staff found one possible solution for City Council consideration – Bigbelly Smart Waste & Recycling Systems. A smart waste collection system consists of waste bins equipped with a compactor, solar panels, capacity sensors, and network capabilities to support a notification system.

Bigbelly Inc. (Bigbelly) offers solar-powered trash compacting bins that meet the City's criteria for compliance with State recycling mandates and efficiency, in addition to the following benefits:

- **Compactor** – Increases capacity by 3x from 50 gal. to 150 gal. to reduce collection frequency.
- **Enclosed Bin** – Prevents waste from spilling out or rummaging from rodents and individuals compared to traditional open-top bins.
- **Solar Panels** – Allows for sustainable equipment operation and easy installation.
- **Fullness Sensors** – Allows for optimal waste collection when bins are full.

The cost of each smart bin is approximately \$6,350 and includes a five-year warranty covering manufacturer defects. In order to assess the overall Return on Investment (ROI), staff conducted a cost-efficiency analysis that supports the purchase and implementation of Bigbelly bins at City parks.

Due to the cost per bin, and with limited financial resources to dedicate to this new model, staff recommends City Council consider a pilot program at a City park. This would allow management to compare the benefits of implementing a smart waste collection and diversion system in terms of meeting State waste diversion goals, improving operational efficiency, and enhancing environmental stewardship against the current waste collection practices. The cost-efficiency analysis entails replacing all outdoor bins at Smith Park with Bigbelly bins for a five-year period.

Procurement (Sole Source)

Staff contacted four (4) manufacturers to request quotes, including Bigbelly. Of the four (4) manufacturers, two (2) provided industrial-sized equipment which does not meet the City's needs, and the third was not responsive. Procuring directly from Bigbelly allows

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
APPROVE THE SMART WASTE COLLECTION PILOT PROGRAM AT SMITH PARK
AND A PURCHASE AGREEMENT WITH BIGBELLY, INC.
Page 4 of 7

the City to avoid markups associated when purchasing from third parties. For example, Bigbelly is offering the City a 7.5% discount, saving the City approximately \$22,000. For these reasons, staff recommends procurement of materials and equipment in accordance with Section 3.20.030(B) of the Pico Rivera Municipal Code (Sole Source Purchasing) due to the City’s ability to purchase the equipment directly from the manufacturer for a lower cost.

[This space intentionally left blank]

Cost-Efficiency Analysis – Bigbelly at Smith Park

Table 1 below summarizes the cost-efficiency analysis of implementing a smart waste collection program at Smith Park. This entails replacing 48 worn-out waste bins with 50 Bigbelly bins. The increase of bins is due to the re-configuration of single-stream bins to multiple-stream bins to allow for the recycling of materials.

Table 1. Cost-Efficiency Analysis – Bigbelly at Smith Park

		Status Quo (Baseline)	Bigbelly Pilot Program
EQUIPMENT	# of Waste Bins	40	20
	# of Recyclables Bins	8	28
	# of Organics Bins	0	2
	Avg. Bin Fullness	40%	95%
OPERATIONAL EFFICIENCY (Annual)	Weekly Collection (times/week)	14	1.9
	Unit Collection (bins/year)	34,944	5,039
	Labor Hours	7,280	1,575
	Labor Cost	\$203,840	\$44,089
	VMT ¹ Cost	\$11,386	\$2,463
	Bags Cost	\$15,725	\$2,267
	Maintenance	\$3,000	\$1,890
COST- EFFICIENCY	Purchase Cost	\$0	\$286,682
	Annual Expenditures	\$233,951	\$50,710
	Breakeven Period (months)	0	19
	Projected Annual Savings	\$0	\$183,241
ENVIRONMENTAL (Annual)	Waste to Landfill (gal)	582,400	279,552
	Recycling (gal)	116,480	419,328
	Plastic Bags	34,944	5,039
	VMT	12,376	2,677
	CO2 (t)	9.7	2.1

¹ Vehicle Miles Traveled (VMT)

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
APPROVE THE SMART WASTE COLLECTION PILOT PROGRAM AT SMITH PARK
AND A PURCHASE AGREEMENT WITH BIGBELLY, INC.

Page 6 of 7

Regulatory Compliance. The 50 bins will be placed throughout the park in triple, double, and single-stream systems. The triple bin system consists of waste, recyclables, and organics, which will be near concession stands. The double bin system includes waste and recyclables that will primarily replace single waste bins at the park. The single bin system consists of solely recyclable bins that will replace the single waste bins found immediately at the entrance point of the multiple baseball field dugouts. The Bigbelly bins will improve recycling rates from 17% to 60%. Additionally, it will reduce the annual number of plastic bags by approximately 29,905.

Operational Efficiency. The Bigbelly bins offer a 150-gallon capacity after full compaction, compared to the traditional and current 50-gallon waste containers. The compacting feature will reduce collection frequency from approximately 14 times per week to approximately 2 times per week, allowing for the reallocation of approximately 1,575 labor hours annually toward other park maintenance activities, such as cleaning bathrooms, field maintenance, irrigation repair, and litter pick-up. Additionally, the reduction in collection frequency reduces the number of plastic bags and fuel required to collect trash, saving the City approximately \$23,000 annually in operational costs. The annual cost savings associated with waste collection at Smith Park provide a “break-even” period of 19 months. Staff propose to use the potentially new available labor hours and operational savings to increase other maintenance activities at Smith Park, for example restroom cleaning, irrigation repairs, field maintenance, and litter pick-up.

Environmental Stewardship. The proposed program is expected to reduce annual waste to landfills by 69%, VMT by 9,699 miles, and 7.6 tons of harmful emissions while increasing recycling rates by 112%.

Implementation Strategy

The total cost to implement the pilot program will be \$286,682, which includes the equipment, accessories, installation, shipping and handling, tax, and a five-year warranty. The City can implement this pilot program at Smith Park with anticipated SB 1383 Fee funds. If approved by City Council, the installation would occur about six (6) months from the purchase date.

Operating Bigbelly as designed will help the City reduce labor costs by 78%, reduce plastic bag use by at least 86%, and reduce GHGs by 78% annually.

Should the City move forward with the pilot program and the program proves successful in terms of diversion, acceptance, and operational efficiency, the City can consider the outcomes a reliable sample that can be implemented at other City facilities as SB 1383 funds become available.

Alignment with City Council Goals

The proposed action meets the City's Strategic Plan Goals of the following:

- Fiscal and Organization Sustainability –
 - (1.2) Identify and implement opportunities for financial efficiency;
 - (1.3) Improve organizational effectiveness to reduce costs and streamline efforts;
and
 - (1.4) Foster organizational sustainability to ensure stability.
- Economic Development and Land Use –
 - (2.4) Establish the City of Pico Rivera as an environmentally friendly, sustainable community that attracts green industries.
- Health, Wellness, and Safety –
 - (4.3) Maintaining a clean, safe, and attractive environment to sustain residents' high quality of life; and
 - (4.4) Promoting healthy living to maintain a thriving population.

Conclusion:

Staff recommends that the City Council approve the Smart Waste Collection Pilot Program at Smith Park, award a purchase agreement to Bigbelly, Inc., for a not-to-exceed amount of \$286,682 in accordance with Section 3.20.030(B) of the Pico Rivera Municipal Code (Sole Source Purchasing), and an appropriation of \$287,000 from the Unassigned CalRecycle Fund Balance to finance this program effectively.



Steve Carmona

SC:AG:VHF:smc

- Enclosures: 1) Purchase Agreement
2) Pilot Program Deployment Map
3) Current Bins and Bigbelly Image Comparison



Prices valid for 60 days from the above date.

BIGBELLY SYSTEM QUOTATION

<i>Prepared By:</i>
Rafael Garcia Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 (661) 600-5587 rgarcia@bigbelly.com

<i>Bill To:</i>
Victor Ferrer City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90660-1016 (562) 801-4965 vferrer@pico-rivera.org

<i>Ship To:</i>
City of Pico Rivera 9633 Beverly Blvd. Pico Rivera, CA 90660

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
2	Smart Max/Smart Max/Smart Triple Station with Hoppers, Chute, Foot Pedals, Message Panels, AC Adaptors (Smart Max), Installation, Five Year Warranty, and Lifecycle CLEAN Software	\$27,056.70
18	Smart Max Double Station with Foot Pedals, Message Panels, Installation , Five Year Warranty, and Lifecycle CLEAN Software	\$183,655.44
8	Smart Max Single Station with Foot Pedal, Message Panels, Installation, Five Year Warranty, and Lifecycle CLEAN Software	\$42,414.16

Station pricing includes 7.5% volume discount based on quantity 50 component

<i>Shipping & Handling (one time):</i>	\$7,610.00
<i>Estimated 10.25% Sales Tax (one time):</i>	\$25,945.45

Purchase Option	Total System Cost:	\$260,736.30 USD
	Total System Cost w/ Estimated Tax:	\$286,681.75 USD

Sincerely, Rafael Garcia
Bigbelly Solar, LLC

Wire Transfer Info: Middlesex Savings Bank. ▪ Acct Name: Big Belly Solar LLC ▪ Account # 166849558 ▪ Routing # 2113712270 ▪ Int'l Swift # MDSXUS3N

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:	
CUSTOMER	
By: _____	Title: _____
Print Name: _____	Date: _____



All Together Better

August 9, 2023
Quote Number: Q41907-3
RG / RG

TERMS AND CONDITIONS OF SALE
Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Standard Limited Warranty.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the State of California, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts of California (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A

ADDITIONAL TERMS FOR ON-SITE SERVICES




In the event Bigbelly or its authorized service provides must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

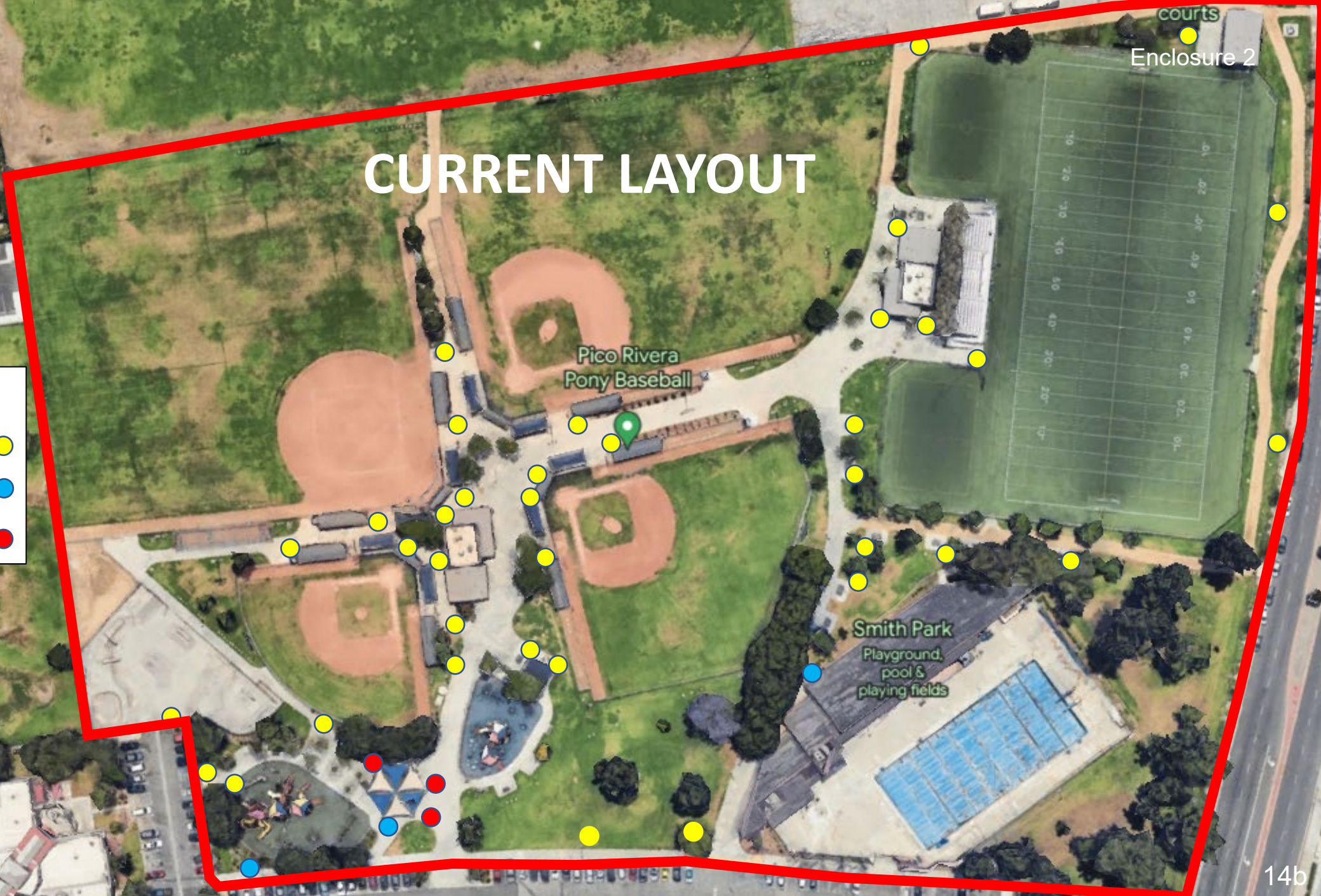
For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

CURRENT LAYOUT

Legend

- Tin Trash Bin 
- Double Trash Bin 
- Decorative Trash Bin 



PROPOSED LAYOUT

Legend

Double Bin (BNC)



Triple Bin
(2 HC, 1 BNC)



Single Bin Recycle Only
(BNC)



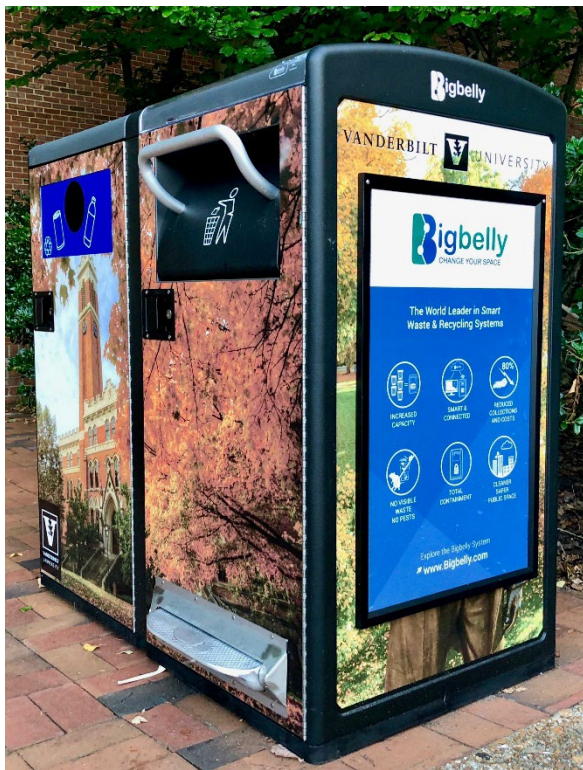
Pico Rivera
Pony Baseball

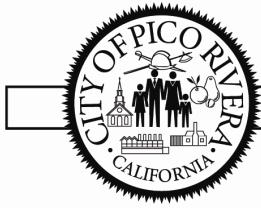
Smith Park
Playground,
pool &
playing fields

courts

Suns
D

TIN BINS AND BIGBELLY COMPARISON





To: Mayor and City Council

From: City Manager

Meeting Date: September 12, 2023

Subject: APPROVE A MEMORANDUM OF UNDERSTANDING WITH LANDIFY ECT CORPORATION FOR PARK DEVELOPMENT PROJECTS

Recommendation:

1. Authorize the City Manager to execute a Memorandum of Understanding (MOU) between the City and Landify ECT (ECT) regarding the development of new and existing parks throughout the City.

Fiscal Impact:

There is no fiscal impact to the General Fund associated with this MOU. The City assumes all internal costs related to exploring, advancing, and developing new and existing park projects as part of the normal course of business. As park projects advance into the implementation stages, staff will prepare and present a scope of work, timeline, budget, and more definitive agreements with Landify for individual projects that will be subject to council approval.

Background:

According to the 2016 Los Angeles County Parks Needs Assessment, the City of Pico Rivera has 1.3 acres of parks and open space for every 1,000 residents, far less than the Los Angeles County and national averages of 3.3-acres and 6-acres, respectively. In 2020, U.S. Army Corps of Engineers (USACE) informed the City of Pico Rivera that the Whittier Narrow Dam Safety Modification Project (WND Project) would result in permanent impacts to Streamland Park (14-acres), the Pico Rivera Golf Course (30-acres), and Bicentennial Park (60-acres). A total of approximately 104-acres or 57% of parks in Pico Rivera will experience profound impacts. The WND Project will also permanently eliminate Avenida Vicente Fernandez (formerly known as Sports Arena Drive/Rooks Road), the primary access road to Bicentennial Park and the Pico Rivera Sports Arena.

Based on these realities, the City of Pico Rivera developed a comprehensive framework to prioritize and aggressively enhance existing parks while identifying and developing new parks, open space, trails, and recreational opportunities throughout the City. Within a

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
APPROVE A MEMORANDUM OF UNDERSTANDING WITH LANDIFY ECT
CORPORATION FOR PARK DEVELOPMENT PROJECTS
Page 2 of 4

period of two (2) years, the City has identified and currently advancing the following park projects:

- Smith Park Aquatic Center – A new pool; aquatic center; and grandstands.
- Rio Hondo Park – All new sports fields with artificial turf, courts, playgrounds, landscaping, and security lighting.
- The PAD Park – Converting the former Montebello Bus Depot into a neighborhood park.
- Historic Whittier Boulevard Back Alley Paseos – beautifying blighted back alleys with new landscaping, artwork, signage, lighting, and programmed space for community activities and economic development purposes.
- Alebrije Dog Park – The City’s first dog park featuring Mexican/Oaxacan alebrije artwork.
- The City’s first parklet, albeit temporary, on Durfee Avenue was used to provide outdoor dining space for local businesses during the pandemic.

Furthermore, per Senate Bill 268 (Archuleta), the City of Pico Rivera is actively leading efforts to form and establish the Lower San Gabriel River Recreation and Parks District. Although the formation process is lengthy and complex, the regional leadership role alongside proactive park planning positions the City of Pico Rivera to effectively compete and successfully secure State and federal grants and legislative funding appropriations.

Discussion:

The lack and loss of park space in Pico Rivera is devastating. Nevertheless, community leaders, residents, businesses, stakeholders, elected officials, and government agencies have collectively leveraged this narrative when advocating for more parks and open space in Pico Rivera. Combined with strong project proposals, the City has been prosperous in its funding pursuits. Since January 2021, the City has secured over \$40 million for projects related to parks, trails, open, and recreation space with another \$14 million in grant proposals that are currently pending approval.

Although critical to park development, the administrative process to plan and prepare grant proposals then manage awards often strains staff capacity. Each granting agency has different rules and regulations governing documentation retention, reporting financials and deliverables, outreach and engagement, procurement and contracting, and much more. As a result, identifying and targeting grant programs often requires an analysis to evaluate the balance between benefit, value, and costs. Recognizing this challenge, staff regularly strive to diversify the funding streams while introducing creative approaches to new park developments.

For example, shared-use agreements with the school district have proven to be effective mechanisms to introduce more park space. Development agreements have also resulted in the creation of more public green space. Staff is also establishing dedicated

partnerships with other government agencies to share the expense of new parks. More recently, staff secured legislative language in the proposed Climate Resiliency Bond of 2023 that would prioritize park poor communities such as Pico Rivera. Staff is being as creative as possible to optimize park development opportunities within the City.

This proposed MOU with ECT is yet another avenue by which to develop more parks, sooner, and at a lower cost. In short, Landify ECT is a private enterprise that partners with public agencies such as local cities to build parks.

Landify ECT – Park Development Model

ECT's business model focuses on two primary objectives: 1) intercept excavated soils from development construction sites, and 2) use the tipping fees and clean soil to build parks. ECT partners with local cities to identify and scope plots of land that are suitable for new park sites. ECT then works closely with landowners and developers that seek to undertake new development projects that typically require excavating, loading, and disposing of clean soil. Landowners/developers must pay a tipping fee to dispose of soil. ECT collects and uses the tipping fees to cover the expense of scoping, designing, and building new parks. Furthermore, instead of hauling the clean soil long distances to dump sites such as large quarries, ECT intercepts and reroutes soil-loaded trucks to sites (e.g., new park sites) that are in close geographical proximity to the original construction sites. As a result, developers save money associated with fuel costs and drive-time labor hours while also reducing greenhouse gas emissions related to the vehicle miles traveled.

Landify is the California-based subsidiary of the parent company, Groupe ECT based in France. Groupe ECT has over 50 years of experience managing soil while maintaining the highest environmental standards. Groupe ECT has completed over 100 projects in multiple countries ranging from urban forests, passive and active recreation parks, sport facilities, equestrian parks, mountain bike tracks, solar farms, and much more. Landify ECT targets parks sites over 2.5 acres in high-growth, high-density communities that are park deficient. Having learned about the significant loss of park space associated with the WND Project, Landify ECT approached the City of Pico Rivera to present their business model and to preliminary explore opportunities for a potential public-private partnership.

Staff prepared a park development matrix (attached) to help identify, prioritize, and program park projects within the City.

Ruben Salazar Park – Pilot Project

Based on City Council direction and a shared-use agreement with ERUSD, staff developed a conceptual vision to convert the underutilized open fields of Ruben Salazar High School into a new park consisting of various sized soccer fields, basketball courts, futsal and pickle ball courts, walking paths, fencing, lighting, parking, landscaping, and picnic areas. Initial costs estimates came in over \$19 million. Based on this high cost, the City and the school district collectively decided to take a multi-year phased approach that is largely dependent on recurring grant cycles and subject to funding availability. Although the City is confident in

CITY COUNCIL AGENDA REPORT – MEETING OF SEPTEMBER 12, 2023
APPROVE A MEMORANDUM OF UNDERSTANDING WITH LANDIFY ECT
CORPORATION FOR PARK DEVELOPMENT PROJECTS
Page 4 of 4

its ability to secure and put together grant funds, the timeframe to implement the full vision is estimated to be seven-to-ten-years.

In fact, the City successfully secured a Cal Fire grant in the amount of \$2.3 million dollars that will be dedicated for Ruben Salazar High School Property to enhance the greenery within the City and increase the urban forest. The grant will provide seed money to grade and level the existing area, remove the blighted asphalt, install low flow irrigation and plant much needed trees to increase the City's shade canopy. Beyond this one grant, the City hasn't identified any other suitable grant opportunities.

Considering the early stages of development and the strong community interest, Ruben Salazar Park was determined to be a prime candidate for a pilot park project with Landify ECT. A partnership with Landify would accelerate the project timeline and alleviate the overall grant dependency by reducing the project cost to approximately \$4.6 million, saving the City over \$14 million. Although appealing from a financial perspective, this project delivery model would require a new design that accounts for new constraints, challenges, and opportunities. If the proposed MOU is approved, City staff will work closely with the school district to undertake a transparent and community-based process to develop a new park design. All processes and final designs associated with Ruben Salazar Park shall be subject to final approval by the El Rancho Unified School District Board of Education.

If Ruben Salazar Park is not included as part of this MOU, staff has outlined multiple sites and park projects that may advance in partnership with Landify. Assuming this MOU is approved, staff and Landify will prepare a more detailed project scope, design, budget, and timeline for council consideration and approval at a later date. Staff will continue to provide regular updates to the ERUSD ad-hoc and governing board. Staff will also work with Landify to explore the feasibility of developing additional parks and/or enhancing existing parks throughout the City. Each potential park project will be presented to council for approval.

Conclusion:

Staff recommends that the City Council approve the Memorandum of Understanding with Landify ECT Corporation to formerly explore the development of parks in the City of Pico Rivera using their park delivery business model.



Steve Carmona

SC:JH:PY:smc

- Enclosures: 1) Memorandum of Understanding
2) Park Development Matrix

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PICO RIVERA
AND
LANDIFY ECT CORPORATION

Preamble and Background

Landify ECT Corporation, a Delaware corporation (“ECT”), focuses on “upcycling,” including re-using excavated soil from urban construction sites to work with communities and local authorities on projects of sustainable, collaborative development. One component (and one of the benefits) of ECT’s business model is that ECT will self-finance (at least partially) the projects it works on. ECT met with the City of Pico Rivera, California (the “City”) and presented its business model. The City indicated that it is working on at least one park project and agreed to discuss a legal framework for the parties to evaluate the feasibility of such project and thus reach a go/no-go decision on the project.

This document is intended to describe what the parties are considering regarding at least one potential park project where external fill may be useful. This document does not commit the City to realizing such project. The City can decide at any time to change what will be done in the designated areas, or even to create a park project without using external fill. The only thing required of the City by ECT is that if the City decides to create a park using external fill, it does so with ECT.

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of July 11, 2023, by and between the City of Pico Rivera, California (the “City”) and Landify ECT Corporation, a Delaware corporation (“ECT”). The City and ECT are collectively referred to herein as the “Parties” and individually as a “Party,” and are entering into this MOU, based on the following facts and understandings:

- A. The City is the owner of a parcel of land or has jurisdictional authority or co-authority based on agreements or Memorandums of Understanding with the land owner, commonly known as the Smith Park Extension (adjacent to the Ruben Salazar High School), located in the City of Pico Rivera. The City also expressed interest in potentially developing other sites. The Smith Park Extension and any other sites within the City of Pico Rivera that may be identified and accepted for consideration as park projects by both Parties, shall be referred to hereinafter as the “Potential Park Projects.” The Smith Park Extension site is shown on Exhibit A hereto.
- B. Examples of illustrative developments on the Smith Park Extension site are depicted on Exhibit B. This project (and any other Potential Park Project) would include several enhancements as part of the City’s commitment to establishing and maintaining facilities, parks and services that enhance the quality of life for the community. The City intends to initiate the necessary review and approval

of the Smith Park Extension and any other Potential Park Projects pursuant to a master plan or similar process (the "Master Plan").

- C. The Parties desire to utilize the expertise of ECT's personnel to develop certain of the improvements in the Potential Park Projects that will be consistent with the Master Plan. The Parties are entering into this document to enable the Parties to undertake the required due diligence to evaluate the feasibility of the Potential Park Projects including, among others, evaluating environmental conditions. Assuming the Parties agree that proceeding with the Potential Park Projects is feasible, this document will then facilitate ECT's proposal to construct some or all of the contemplated improvements (all such amenities to be discussed and adjusted with the City and local stakeholders).
- D. The Parties' intent is to move forward with the due diligence regarding the Potential Park Projects, in accordance with the terms of this document. If, following completion of the due diligence, the Parties agree it is feasible, they will then proceed with the Design, Entitlements, and Definitive Agreement(s), as described more fully below.

THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby agree as follows:

Section 1.1 Due Diligence. Each Party shall timely provide, and shall direct its representatives, including attorneys, consultants, and financial advisors, to provide to the other Party and its representatives, reasonable access to the Potential Park Project sites, as well as such information (including, without limitation, soils and environmental reports) that each such Party reasonably deems necessary, to evaluate the feasibility of, and to advance, the Potential Park Projects. The City shall support the internal costs linked to the involvement of City personnel on these Projects. ECT shall support all the costs necessary for the feasibility study. The Parties shall endeavor to complete their due diligence in a timely manner, such that the Parties can decide whether to proceed with the Smith Park Extension project no later than six (6) months after full execution of this MOU (unless the Parties agree on an extension), and for any additional park projects by a deadline agreed upon by the Parties. Each of the Parties shall retain sole discretion as to whether they will proceed with these Projects upon completion of the due diligence.

Section 1.2 Design. The Parties will develop together a preliminary design and site plan (the "Preliminary Design Plan") depicting the improvements, which will include elevations. ECT will financially contribute to the Preliminary Design Plan. The Parties will work together to refine the plans and specifications to address the City's concerns, taking into account ECT's project delivery methodology, and this process will be repeated until such time as the Parties have agreed on the plans and specifications for each of the Potential Park Projects (the "Approved Plans"). Unless the Parties agree otherwise, construction (excluding buildings) on any individual component of each of the Potential Park Projects will not commence until such time as the Parties have agreed on the Approved Plans for that particular component, and a Definitive Agreement (defined below) has been executed by the Parties.

Section 1.3 Entitlements. Once the Parties have reached agreement on the Approved Plans, ECT will take the lead, at its sole cost but with the City's cooperation, on obtaining all other entitlements for each of the Potential Park Projects, including building permits for construction, and any other necessary permits or approvals. Upon execution of this MOU, ECT is authorized by the City to contact any regulatory or other governmental agencies, as may be necessary in connection with obtaining information and entitlements for these Projects, including CalRecycle and the Regional Board. ECT will do this in total transparency with the City. The City will be the Lead Agency for purposes of conducting any required CEQA review and permitting for these Projects. The approval of this MOU shall not commit the City to the approval of any of the Potential Park Projects or any iteration thereof, and shall not limit the scope of any CEQA analysis, including but not limited to project mitigation measures and the consideration of project alternatives, including a no-project alternative. The provisions of this Section shall not in any way limit, hinder or affect the discretion of the City to review CEQA documents and impose mitigation measures, alter any of the Potential Park Projects or deny any of these Projects. If the City or any other regulatory agency with jurisdiction imposes any condition of approval that materially increases the cost of constructing any component of these Projects, this may cause ECT to exercise its right to terminate this MOU.

Section 1.4 City Commitment. The City is under no obligation to proceed with all or any portion of the Potential Park Projects. However, if the City decides to create a park on any of the Potential Park Project sites using external fill, it shall do so with ECT.

Section 1.5 Definitive Agreement(s). Upon obtaining all entitlements for each Potential Park Project, the Parties intend to execute one or more construction contracts with respect to that Project (or component thereof). A construction contract for any component of such Project is referred to as a "Definitive Agreement." Each Definitive Agreement will (a) require that ECT obtain and maintain all appropriate licenses required to construct any such component of the Project, (b) define the scope of the construction that ECT will undertake, (c) require ECT to construct any such component of the Project on the terms and conditions agreed to in the Definitive Agreement, and (d) require ECT to satisfy all applicable public works requirements (e.g., payment of prevailing wages for construction services) in connection with such construction. Each Definitive Agreement will also include a construction schedule for the construction of the applicable Project component (the "Construction Schedule"). Upon execution of each Definitive Agreement, ECT will proceed with the construction of the Project components covered by such agreement, in accordance with the terms of such Definitive Agreement, the Approved Plans and the Construction Schedule. The City will not be charged for the construction services provided by ECT.

Section 1.6 Representatives. Each Party shall designate one representative (each, a "Representative"), who will be authorized to communicate decisions and grants of approval for such Party, under this MOU. Initially, Pam Yugar, Director of Parks and Recreation, shall be the City's Representative, and Jonathan Bryden, President (email: jbryden@groupe-ect.com; tel: (415) 635-3555) shall be ECT's Representative. Either

Party may change its Representative by giving written notice of the change to the other Party.

Section 1.7 Further Details to be Negotiated. The Parties acknowledge that the details of the Potential Park Projects described herein are intended to be the subject of further discussion and negotiation between the Parties, all of which will be reflected in the Definitive Agreement(s). The City will prepare the first draft of the Definitive Agreement, which will be based upon documents the City uses for similar transactions within its community; provided, at the request of the City, ECT will prepare the initial draft of the Definitive Agreement. THIS MOU IS INTENDED AS A PRELIMINARY EXPRESSION OF GENERAL INTENTIONS AND, WHILE THE PARTIES INTEND TO PROCEED WITH THE POTENTIAL PARK PROJECTS AND AGREE TO PURSUE THEM IN GOOD FAITH, EITHER SHALL HAVE THE RIGHT TO TERMINATE THIS MOU WITH OR WITHOUT CAUSE; PROVIDED, HOWEVER, THAT TERMINATION OF THIS MOU WILL NOT AFFECT ANY DEFINITIVE AGREEMENT THAT HAS BEEN FULLY EXECUTED AND DELIVERED BY THE PARTIES PRIOR TO SUCH TERMINATION.

Section 1.8 Notices. Any notice from one Party to the other in connection with this MOU, shall be given to the Parties' at their respective addresses set forth on the signature page hereto. Notices may be given by email, U.S. mail, overnight courier that provides evidence of delivery, or personal delivery, with postage prepaid by the sending party. Notices given by email shall be deemed given when sent; notices given by overnight courier or personal delivery shall be deemed given when delivered; and notices given by U.S. mail shall be deemed given three days after deposit in a U.S. Postal Service mailbox.

Section 1.9 Exclusive Dealings. Upon execution of this MOU by both Parties, the City will not solicit or accept any offers or engage in any discussion concerning the development of any of the Potential Park Projects (or any component thereof), until such time as this MOU is terminated, as provided herein.

Section 1.10 Governing Law. This MOU and the interpretation hereof shall be governed by the internal laws of the State of California, without regard to such state's conflict of law rules.

Section 1.11 Counterparts. This MOU may be executed in any number of counterparts, all of which, when taken together, shall be considered one and the same agreement, and shall become effective when at least one counterpart has been executed and delivered by each Party, it being agreed that both Parties need not sign the same counterpart. A Party's signature that is provided digitally or electronically, or is delivered by email, facsimile or other electronic means, shall be valid and binding on the Party so executing or delivering its signature, and shall have the same force and effect as if such signature were an original thereof.

IN WITNESS WHEREOF, the Parties have executed this MOU as the date first set forth above.

CITY OF PICO RIVERA

By: _____
Steve Carmona, City Manager

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

**LANDIFY ECT CORPORATION,
a Delaware corporation**

By: _____
Jonathan Bryden, President

Landify ECT Corporation
580 California Street,
12th and 16th Floors
San Francisco, California 94104
Attn: Jonathan Bryden

NAI-1537243108v1

Park Development Matrix

#	Park Name (Preliminary)	Location	Park Type	Owner	Priority	Landify	Acreage	New or Enhancing	Description	Status
1	Ruben Salazar Park	9115 Balfour St.	Active	ERUSD	High	Yes	9.3	New	expand Smith Park; multi-sport complex; picnic area; festival grounds	Initial concept designs; phase 1 & 2 cost estimates; subject to partnership with Landify; seeking approval from ERUSD
2	San Gabriel Riverfront Park	9771 Beverly Blvd.	Passive	SCE	Low	Yes	17.5	New	passive walking trails; native landscaping; wildlife habitat restoration; educational interpretive signage; bike stop	submitted initial packet of intent; awaiting review & response;
3	The PAD Park	5055 Passons Blvd.	Hybrid/Urban	City	High	Yes	0.46	New	Convert former bus depot; urban tree canopy; butterfly garden; bike pit stop; flex community space; business incubator; performance amphatheater; etc.	LACROSD grant to acquire; USHUD grant underway for phase 1;
4	Alebrije Dog Park	3935 Rosemead Blvd.	Dog	City	High	Yes	0.63	New	First city dog park; theme based on Mexican/Oaxacan alebrije; enhanced bus and bike stop; etc.	Commencing to phase 1
5	Kruse Property West	9357 Kruse Rd.	TBD	City	High	Possible	1.55	New	May be used as a park or a water division facility.	Recently acquired by city

6	Kruse Property East	9570 Kruse Rd.	TBD	Private	Medium	Possible	2.8	New	May be used to expand golf course; TBD when WND project is complete.	Pending grant award to acquire/purchase
7	HWB Back Alley Paseos	4944 Lindsey Ave.	Hybrid/Urban	City	Medium	No	1.5	New	public open space; community events; walking promenades and plazas; outdoor dining & economic development; bike paths; art features; etc.	submitted Clean CA grant (\$3.5m); draft RMC grant (\$1.5m)
8	Marine Corps Base	3551 San Gabriel River Pkwy	TBD	US Navy	Low	Yes	4.7	New	site owned by USDOD; seeking disposition 1st right of refusal; site can be used for varying alternatives (park, housing, fire station, etc.)	Working with Rep. Sanchez office to expedite
9	Smith Park Aquatic Center	6016 Rosemead Blvd.	Active	City	High	No	2	Enhancing	All new pool and pumps; aquatic community center; pool locker room; grandstands;	Final design; construction to commence X?
10	Rio Hondo Spreading Grounds	8079 Washington Blvd	Passive	LACo	Medium	Yes	570	New	passive open space; multiuse trails; expand bike network; limited infrastructure; wayfinding & educational signage; native landscaping; wildlife habitat restoration	Submitted motion request to Sup. Hahn;
11	Pio Pico Park - Trail Connector	10026 Whitter Blvd.	Trail	City	Medium	Yes	0.34	New	trail connection between Pio Pico State Historic Park and San Gabriel River; CA landscaping; water capture; wayfinding; etc.	
12	Arma Park	8603 Arma St.	Passive	SCE/LADWP	Low	Yes	0.54	New	Recently Identified	NA
13	Beverly Rd. Park	8606 Beverly Rd.	Passive	SCE/LADWP	Low	Yes	1.2	New	Recently Identified	NA

GOOD OF THE ORDER

COUNCIL MEETING DATE	COUNCIL MEMBER	REQUEST	DETAIL	DIRECTOR(S)	ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action	DISCUSSION ITEM	ACTION ITEM DATE	STATUS: Complete; Pending; On-going; In-Progress
1/24/2023	Lara/Garcia	Safe Pathways to School	Discuss with ERUSD Boardmembers		Ad Hoc Committee			
2/14/2023	Garcia/Sanchez	Establishing Safe Spaces for kids	Take to City Council	P. Yugar		2/14/2023	8/8/2023	In-Progress
5/9/2023	Camacho/Garcia	Commercial Property Maintenance Ord.	Take to City Council	A. Betancourt				