



City of Covina/Successor Agency to the
Covina Redevelopment Agency/
Covina Public Financing Authority/
Covina Housing Authority

Mayor John King – Mayor Pro Tem Stapleton

Council Members: Walter Allen – Peggy Delach – Jorge Marquez

REGULAR MEETING AGENDA

125 E. College Street, Covina, California

Council Chamber of City Hall

Tuesday, June 16, 2015

6:30 p.m.

- As a courtesy to Council/Agency/Authority Members, staff and attendees, everyone is asked to silence all cellular telephones and any other communication devices.
- Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.
- Please provide 10 copies of any information intended for use at the Council/Agency/Authority meeting to the City Clerk prior to the meeting.
- **MEETING ASSISTANCE INFORMATION:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
- **DOCUMENT AVAILABILITY:** Any writings or documents provided to a majority of the Council/Agency/Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Office at City Hall located at 125 E. College Street and the reference desk at the Covina Library located at 234 North Second Avenue during normal business hours. In addition, such writings and documents are available in the City Clerk's Office and posted on the City's website at www.covinaca.gov.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Covina Housing Authority unless listed on agenda, which has been posted not less than 72 hours prior to meeting.
- If you challenge in court any discussion or action taken concerning an item on this agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.
- The Covina City Clerk's Office does hereby declare that the agenda for the **June 16, 2015** meeting was posted on **June 11, 2015** near the front entrance of the City Hall, 125 East College Street, Covina, near the front entrance of the Covina Public Library, 234 N. Second Avenue, Covina near the front entrance of the Joslyn Center, 815 N. Barranca Avenue, Covina, and on the City's website in accordance with Section 54954.2(a) of the California Government Code.

June 16, 2015

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
6:30 p.m.**

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Delach, Marquez, Mayor Pro Tem/Vice Chairperson Stapleton and Mayor/Chairperson King

PUBLIC COMMENTS

The Public is invited to make comment on Closed Session items only at this time. To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk. Your name will be called when it is your turn to speak. Individual speakers are limited to five minutes each.

The City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to closed session for the following:

CLOSED SESSION

- A. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
City designated representatives: Andrea Miller, City Manager, Kim Raney, Police Chief, Danielle Tellez, Human Resources Director
Employee Organization: American Federation of State, County and Municipal Employees (AFSCME)

- B. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
City designated representatives: Andrea Miller, City Manager, Kim Raney, Police Chief, Danielle Tellez, Human Resources Director
Unrepresented Employees: Building Official, Business License Technician, Electronic Resources Analyst, Information Tech Coordinator, Information Tech Services Manager, GIS Technician, Senior Accountant, Senior Information Tech Coordinator, Senior Management Analyst

- C. G.C. §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 800 North Banna (APN: 842-7003-901)
Agency negotiator: Andrea Miller, City Manager
Negotiating parties: Charter Oak Unified School District representative
Under negotiation Negotiations to include both price and terms of payment

RECESS

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—OPEN SESSION
7:30 p.m.**

RECONVENE AND CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Delach, Marquez, Mayor Pro Tem/Vice Chairperson Stapleton and Mayor/Chairperson King

PLEDGE OF ALLEGIANCE

Led by Council Member Delach

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

None scheduled.

PUBLIC COMMENTS

To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk/Agency/Authority Secretary. Your name will be called when it is your turn to speak. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed. Those wishing to speak on an item NOT ON THE AGENDA will be heard at this time. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Individual speakers are limited to five minutes each.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council/Agency/Authority Members wishing to make any announcements of public interest or to request that specific items be added to future Council/Agency/Authority agendas may do so at this time.

CITY MANAGER COMMENTS

City Manager Miller will provide an oral update on discussions related to alternative service delivery models.

CONSENT CALENDAR

All matters listed under consent calendar are considered routine, and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Council/Agency/Authority votes on them, unless a member of the Council/Agency/Authority requests a specific item be removed from the consent calendar for discussion.

- CC 1.** City Council to approve the minutes from the May 19, 2015 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 2.** City Council to approve the payment of demands in the amount of \$2,532,047.65.
- CC 3.** Successor Agency to the Redevelopment Agency to receive payment of demands in the amount of \$18,814.27.
- CC 4.** City Council to approve **Resolution 15-7358** and Successor Agency to the Covina Redevelopment Agency **Resolution No. 15-031**, adopting an investment policy for the City's investment portfolio for fiscal year 2015-2016; and adopting an investment policy for the Agency's investment portfolio for fiscal year 2015-2016.
- CC 5.** City Council to approve a Professional Services Agreement with Bartel & Associates, LLC to Provide an Actuarial Valuation for OPEB (GASB 45) and authorize City Manager to execute agreement.
- CC 6.** City Council to 1) Approve Change Orders Nos. 1 and 2 for Project F-1414, Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade increasing the construction contract by a total of \$24,956.05; 2) Adopt **Resolution No. 15-7356** amending the fiscal year 2014-2015 budget to appropriate additional funding in the Department of Public Works budget for Project F-1414 Energy Proposition A funds (account 2400-TO01-5242) and \$3,420.06 from Parking District reserves (account 2700-2800-52416-FI414); and 3) Authorize the City Manager or her designee to execute the approved change orders.
- CC 7.** City Council to approve **Resolution No. 15-7360**, adopting a City of Covina Green Streets Policy (GSP) to Comply with the 2012 Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175 (MS4 Permit).
- CC 8.** City Council to authorize Execution of Temporary Assignment of Water Production Rights from City of Covina to Covina Irrigating Company for Fiscal Years 2014-15 and 2015-16, Stock Assignment for 4218 Shares of Covina Irrigating Company Stock in FY 2015-16, Fiscal Year 2015-16 Covina Irrigating Company Lease Pool Commitment, and Leases of Covina Irrigation Company Stock in Fiscal Year 2015-16 from Shareholders; and authorize City Manager to execute all related documents.

CONSENT CALENDAR CONTINUED

- CC 9.** City Council to approve Memorandum of Understanding with Charter Oak Unified School District for School Resource Officer for 2015-2016 school year and authorize the City Manager and Chief of Police to execute.
- CC 10.** City Council to approve Memorandum of Understanding with Covina-Valley Unified School District for School Resource Officer for 2015-2016 school year and authorize the City Manager and Chief of Police to execute.
- CC 11.** City Council to approve Memorandum of Understanding with Azusa Unified School District for School Resource Officer for 2015-2016 school year and authorize the City Manager and Chief of Police to execute.
- CC 12.** City Council to adopt **Resolution Nos. 15-7361** and **15-7362** to accept grant funding from the State of California, Department of Alcoholic Beverage Control Grant Assistance Program, authorize an increase to the Police Department 2015-2016 budget in the amount of \$76,916, and authorize the City Manager or her designee to execute the grant documents on behalf of the City of Covina.
- CC 13.** City Council to approve recognition of revenue in the General Fund in the amount of \$1,474.24 (less all approved claims) for unclaimed items. Approve write-off of delinquent accounts in the amount of \$47,013.44.
- CC 14.** City Council to authorize City Manager to execute two contract extensions with BOSS Janitorial Services, Inc. to extend the term of the agreements, with same terms and conditions through February 28, 2016, and to assign contracts from Bell Building Maintenance to BOSS Janitorial Services, Inc. to reflect the recent sale of the company.
- CC 15.** City Council to authorize the City of Covina to enter into a Grant Agreement with the Los Angeles County Regional Park and Open Space District for the Joslyn Center ADA and Beautification Improvement Project F-1404.
- CC 16.** City Council to approve the Legal Services Agreement with Liebert Cassidy Whitmore, a Professional Law Corporation, and authorize the City Manager to execute.
- CC 17.** Approval of Paid Sick Leave Policy for Part-Time Employees, as Mandated by the State of California, Effective July 1, 2015.

PUBLIC HEARING

- PH 1.** City Council to conduct a public hearing and consider establishment and adjustment of certain development-related and other user fees.

Staff Recommendation: **Cancel Public Hearing.**

PUBLIC HEARING CONTINUED

PH 2. City Council to conduct a public hearing and consider expenditure of 2015 Edward Byrne Memorial Justice Assistant Grant (JAG).

Staff Recommendation:

- 1) City Council conduct a public hearing and consider public testimony; and
- 2) City Council to receive and file proposed program for expenditure of 2015 Edward Byrne Memorial Justice Assistance Grant (JAG).

PH 3. City Council to conduct a public hearing to consider application Parcel Map (PM) No. 72690, a one-lot parcel map for the development of a 3-unit condominium and associated improvements on a roughly 8,925-square foot lot located at 276 West Dexter Street. Associated with the subdivision are previously approved applications Site Plan Review (SPR) 13-013 and Minor Variance (MV) 13-006.

Staff Recommendation:

- 1) City Council to open the public hearing and receive public testimony;
- 2) Make certain findings as required by the California Environmental Quality Act (CEQA), as defined in Section 15315 of the CEQA Guidelines, involving a minor land division at the time of the lead agency's determination; and
- 3) Adopt **Resolution No. 15-7363**, approving application Parcel Map (PM) No. 72690 to allow a one-lot parcel map for the development of a 3-unit condominium and associated improvements on a roughly 8,925-square foot lot located at 276 West Dexter Street (APN: 8444-010-011).

CONTINUED BUSINESS - No matters scheduled.

NEW BUSINESS

NB 1. City Council to authorize City Manager to Submit Draft Upper San Gabriel River (USGR) Enhanced Watershed Management Program (EWMP) to the Los Angeles Regional Water Quality Control Board (Regional Board).

Staff Recommendation:

City Council to authorize City Manager to submit the Draft EWMP to the Regional Board.

NEW BUSINESS CONTINUED

NB 2. City Council to approve a Resolution authorizing the Police Department to spend over \$25,000, not to exceed \$50,000 without further Council approval, for services provided by Liebert Cassidy Whitmore, Labor and Employment Attorney, and Dapeer, Rosenblit & Litvak, LLP, Municipal Code Attorney, respectively.

Staff Recommendation:

City Council to adopt **Resolution No. 15-7359** authorizing the Police Department to spend over \$25,000 for, not to exceed \$50,000 without further Council approval for services provided by Liebert Cassidy Whitmore, Labor and Employment Attorney, and Dapeer, Rosenblit & Litvak, LLP, Municipal Code Attorney, respectively.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will hold an adjourned regular meeting on **Tuesday, June 23, 2015 at 5:30 p.m.** inside the Council Chamber, 125 East College Street, Covina, California 91723 for budget review and approval. The next regular meeting of the Council/Agency/Authority is scheduled for **Tuesday, July 7, 2015**, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

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DRAFT MINUTES



ITEM NO. CC 1

**MINUTES OF MAY 19, 2015
REGULAR MEETING OF THE
COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 6:30 p.m., with Mayor Pro Tem Stapleton having an excused absence. The closed session item was announced. There were no public comments.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ

Council Members Absent: STAPLETON (Excused absence)

Elected Members Present: COBBETT, WALCZAK

Staff Members Present: City Manager Miller, Interim City Attorney Talley, Assistant City Attorney Maurer, Police Chief Raney, L.A. County Fire Chief Enriquez, Parks and Recreation/Library Director Hall-McGrade, Public Works Director Foster, Assistant Public Works Director Gonzalez, City Planner Carter, Senior Housing and CDBG Economic Development Manager Gasser, Community Relations Supervisor Hynes, Police Captain Povero, Electronic Resource Analyst Kadir, Interim Chief Deputy City Clerk Leach, Administrative Technician Alvarez, and Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the May 19, 2015 meeting was posted on May 14, 2015 near the front entrance of City Hall, 125 East College Street, Covina, near the front entrance of the Covina Public Library, 234 N. Second Avenue, Covina, by the front entrance lobby of the Joslyn Center, 815 N. Barranca Avenue, Covina, and on the City's website in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1)

Name of case: Hector Storman v City of Covina

Case number: BS 155260

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority meeting reconvened at 7:30 p.m.

City Attorney Talley announced that the City Council/Agency/Authority met in closed session to discuss the item listed on the regular meeting agenda with all members present except for Council Member Stapleton. There was no reportable action related to the closed session item.

PLEDGE OF ALLEGIANCE

Council Member Marquez led the pledge of allegiance.

INVOCATION

Covina Police Chaplin Dave Truax gave the invocation.

PRESENTATIONS

Mayor King invited Richard Rea to the lectern and presented a token of appreciation for his service on the Cultural Arts Advisory Commission. Mayor King also thanked Bob Orso, Aydee Lopez-Martinez, Kathryn Ennis, and Kelly Green who were not in attendance.

Mayor King invited Krystal Smith to the lectern and presented her with a 2015 professional citation award from Parks & Recreation Society District 13 for outstanding professional service in the field of parks and recreation. Parks and Recreation Staff also congratulated her with cards and flowers.

Mayor King invited Catherine M. LaCroix, Chief Deputy City Clerk to the lectern and presented her with a bouquet of flowers in appreciation for her outstanding work and dedication to the City of Covina. He thanked her and wished her good luck on her new journey as she is retiring and moving to the state of Tennessee.

PUBLIC COMMENTS

The following Covina residents spoke in opposition to the zoning and development of the One Charter Oak construction project on Banna Street – non-agendized item: Mrs. Nancy Bejarano, Mrs. Barbara Shore, Mrs. Leticia Gross, Mrs. Amy Howie, Mrs. Shannon Welch, Mr. Jonathon Torres, Mr. Cisero and Mrs. Janet Salmon, and Mrs. Marilyn Webb.

Mayor King reiterated on several occasions that he welcomed comments and concerns, but that Council could not speak or take action on non-agendized items.

City Manager Miller also welcomed comments and concerns and encouraged the speakers to write letters and to articulate to the Charter Oak school board their concerns. She also assured them she would be taking copious notes to share with the developer and advised the residents they would be notified of meetings as long as they provide the city with contact information.

Council Member Allen also stated that he welcomed resident input.

Abdali Martinez spoke on behalf of Assembly Member Roger Hernandez inviting Council to two district events. The first event is a AB 60 Driver's License Workshop to be held on Thursday, May 28, 2015 at 5:30 p.m. at the City of Duarte Library. The second event is called "Coffee Break" which Assembly member Hernandez will hold on Saturday, May 30, 2015 at 10 a.m. at the Esther Snyder Community Center in Baldwin Park to discuss state budget and legislation concerns.

West Covina Council Member Ben Wong presented information on behalf of Southern California Edison's community investment report for 2014 which addresses partnering in education to give back to the communities in scholarships for students.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Allen discussed the upcoming Covina Police Department memorial event honoring Officer Jordan Corder on May 26, 2015. He indicated that the Rio Hondo Police Academy will be having a ceremony to place a plaque on their memorial wall in honor of Jordan on May 27, 2015 at 2:30 p.m. He added that Jordan was in class 185 and graduated from Rio Hondo in 2008.

Council Member Marquez stated that he attended the Relay for Life event indicating it was a success. He also wished the high school seniors good luck with their finals and congratulated the graduates of 2015.

Council Member Delach wished everyone a safe and happy Memorial Day weekend and reminded everyone of Covina's safety policy regarding no fireworks. She also reported on the success of the recent ICSC (International Convention for Shopping Centers) conference that was attended by Council and staff. She stated that Covina is actively pursuing retail and commercial business that will fill vacancies. She also discussed the new Covina branding program and a thumb drive that was distributed at ICSC showing vacant properties. She added that the thumb drive was very well received by brokers and also asked for prayers in hopes of obtaining businesses and services that are needed in Covina.

Mayor King also discussed the success of the ICSC conference and congratulated staff for doing a tremendous job and for all their hard work. He also mentioned his trip to Sacramento and Washington D.C. for the police officer memorials. He added that Mayor Pro Tem Stapleton joined him at the events and stated it was privilege to join the Corder family and Covina officers to honor Jordan and all those who have made the ultimate sacrifice. Mayor King thanked Chief Raney and all the officers for their support of the Corder family.

Mayor King announced the following "hold the date" events:

- Memorial Day event on May 25, 2015 at Forest Lawn
- Special City Council Study Session on the proposed Fiscal Year 2015-2016 Budget, May 21, 2015 at 4:00 p.m.
- Dedication ceremony to honor Officer Jordan Corder, Tuesday, May 26, 2015 at 10 a.m.

CITY MANAGER COMMENTS

City Manager Miller introduced the new City of Covina employees who were present at this meeting -- Siobhan Foster, Public Works Director, Brian Lee, Community Development Director, Angel Carrillo, Assistant to City Manager, and Evelyn Leach, Interim Chief Deputy City Clerk.

CONSENT CALENDAR

- CC 1. City Council approved the minutes from the April 21, 2015 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 2. City Council approved the minutes from the April 30, 2015 special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 3. City Council approved the minutes from the May 5, 2015 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 4. City Council approved the minutes from the May 7, 2015 special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 5. City Council approved the renewal of Case Management Services and Nutrition Project Services agreements with YWCA San Gabriel Valley Intervale Senior Services effective July 1, 2015 through June 20, 2018.
- CC 6. City Council approved the payment of demands in the amount of \$1,843,628.00.
- CC 7. Successor Agency to the Redevelopment Agency approved the payment of demands in the amount of \$24,073.20.
- CC 8. City Council determined satisfaction of Note and program requirements and terms for program participants of the Community Development Block Grant (CDBG) Special Economic Development Program; authorized removal of the loan/grant restrictions, and authorized the City Manager, or her designee, to execute related documents.
- CC 9. City Council adopted **Resolution No. 15-7345**, approving an employment agreement with retired PERS annuitant for Chief Deputy City Clerk Services for a limited duration.
- CC 10. City Council adopted **Resolution No. 15-7350**, amending the City of Covina Parks and Recreation Department’s fiscal year 2014-2015 operating budget.
- CC 11. City Council approved the Legal Services Agreement with Richards, Watson, & Gershon and authorized the Mayor to execute the agreement on behalf of the City.

On a motion made by Council Member Allen, seconded by Council Member Marquez, the City Council approved Consent Calendar items CC1 through CC11.

Motion approved the Consent Calendar items CC1 through CC11 as follows:

- AYES: ALLEN, DELACH, KING, MARQUEZ**
- NOES: NONE**
- ABSTAIN: NONE**
- ABSENT: STAPLETON**

CONTINUED BUSINESS

CB 1. City Council considered second reading of an Ordinance amending Chapter 8.50 of the Covina Municipal Code.

City Manager Miller provided a brief report on this item for consideration.

On a motion made by Council Member Marquez, seconded by Council Member Allen, the City Council held second reading by title only and adopted **Ordinance No. 15-2038**, amending Chapter 8.50 of the Covina Municipal Code to comply with the Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175 (MS4 Permit); and made a determination of exemption under the California Environmental Quality Act (CEQA).

Motion approved Continued Business item CB1, thereby adopting Ordinance No. 15-2038, as follows:

AYES: ALLEN, DELACH, KING, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: STAPLETON

NEW BUSINESS

NB 1. Covina Housing Authority to consider the amended and restated Declaration of Conditions, Covenants, and Restrictions for Affordable Rental Housing between the Authority and Covina Gardens, KBS, L.P., a California Limited Partnership for the property at 200 W. Rowland Street, Covina.

City Manager Miller provided a brief report on this item for consideration.

On a motion made by Council Member Allen, seconded by Council Member Delach, the Covina Housing Authority adopted **Resolution No. 15-001**, to approve that certain amended and restated Declaration of Conditions, Covenants, and Restrictions for Affordable Rental Housing Disposition between the Covina Housing Authority and Covina Gardens, KBS, L.P., a California Limited Partnership, for the property located at 200 W. Rowland Street, Covina.

Motion approved New Business item NB1, thereby adopting Housing Authority Resolution No. 15-001, as follows:

AYES: ALLEN, DELACH, KING, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: STAPLETON

NB 2. City Council to consider and approve a Resolution to establish an interim policy for consideration of General Plan land use changes.

City Manager Miller provided a brief report on this item for consideration.

On a motion made by Council Member Allen, seconded by Council Member Marquez, the City Council adopted **Resolution No. 15-7351**, establishing an interim policy for consideration of General Plan use changes in the City.

Motion approved New Business item NB2, thereby adopting Resolution No. 15-7351, as follows:

AYES: ALLEN, DELACH, KING, MARQUEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: STAPLETON

ADJOURNMENT

At 8:51 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to a special meeting to be held on **Thursday, May 21, 2015**, at 4:00 p.m., in the Council Chamber, 125 East College Street, Covina, California, 91723. The next regular meeting of the Council/Agency/Authority is scheduled for **Tuesday, June 2, 2015**, at 6:30 p.m., for closed session and 7:30 p.m., for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Evelyn C. Leach, MMC
Interim Chief Deputy City Clerk

Approved this 2nd day of June 2015:

John C. King, Mayor/Chairperson



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 2

STAFF SOURCE Debbie Pacheco, Acting Finance Director

ITEM TITLE Payment of Demands

STAFF RECOMMENDATION

Approve Payment of Demands in the amount of **\$2,532,047.65**.

FISCAL IMPACT

Sufficient funding is available and the related costs are included in the FY 14/15 Adopted Budget.

BACKGROUND

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
May 15 - May 28, 2015	Wires/EFTs	4972-4976	\$16,071.92
	Checks	74347-74578	\$1,869,636.94
<u>PAYROLL</u>			
May 20, 2015	PAYROLL DD, CHECKS & TAXES		\$613,844.69
<u>VOIDS</u>			
May 15-28, 2015		73434	(\$138.29)
		73734	(\$375.00)
		73607	(\$169.32)
		73439	(\$71.77)
		74230	(\$270.00)
<u>WORKERS COMPENSATION</u>			
May 20, 2015		Week ending 5/13/15	\$2,904.01
May 20, 2015		Week ending 5/13/15	\$960.44
		Adj	
May 21, 2015		Week ending 5/21/15	\$29,654.03
		GRAND TOTAL:	\$2,532,047.65

EXHIBITS

A. Accounts Payable Register

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debbie Pacheco". The signature is written in a cursive, flowing style.

Debbie Pacheco, Acting Finance Director
Finance

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Debbie Pacheco, being first duly sworn, declare that I am the Acting Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina dated Accounts Payable for May 15-28, 2015; Payroll for 5/20/15; Voids for May 15-28, 2015; and Workers Compensation for 5/20/15 and 5/21/15; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code Section 37202.

Debbie Pacheco
Acting Finance Director

Subscribed and sworn to before me

this _____ day of _____, 2015

CITY OF COVINA
Check Register
MAY 15-28, 2015

Check #	Check Date	Vendor	Name	Amount
4972	05/21/2015	4160	ICMA	165.00
4973	05/21/2015	1405	ICMA RETIREMENT	5,940.87
4974	05/21/2015	4003	MidAmerica	2,150.67
4975	05/21/2015	2033	NATIONWIDE RETI	7,065.38
4976	05/21/2015	4223	ZUMWALT, KRISTI	750.00
<i>subtotal EFT/wires</i>				<u>\$16,071.92</u>
74347	05/19/2015	23	ABORTA BUG INC	70.00
74348	05/19/2015	26	ABSOLUTE SECURI	6,354.72
74349	05/19/2015	84	AIRGAS-WEST	119.80
74350	05/19/2015	160	AMERICAN WEST C	75.00
74351	05/19/2015	1728	AQUARIUM OF THE	604.10
74352	05/19/2015	219	AT&T	730.67
74353	05/19/2015	219	AT&T	33.28
74354	05/19/2015	219	AT&T	33.28
74355	05/19/2015	219	AT&T	33.29
74356	05/19/2015	260	B & K ELECTRIC	157.05
74357	05/19/2015	283	BANK OF THE WES	10,465.78
74358	05/19/2015	318	BELL BUILDING M	1,813.00
74359	05/19/2015	333	BERLITZ	50.00
74360	05/19/2015	341	BEST BEST & KRI	63,000.09
74361	05/19/2015	3771	BLACK & WHITE E	8,972.29
74362	05/19/2015	4123	CARDENAS, RUDY	175.00
74363	05/19/2015	536	CARQUEST AUTO P	185.28
74364	05/19/2015	565	CASTRO, VIVIAN	49.29
74365	05/19/2015	568	CAT SPECIALTIES	1,212.30
74366	05/19/2015	600	CERTIFIED UNDER	199.29
74367	05/19/2015	649	CINTAS CORP #69	389.84
74368	05/19/2015	654	CITRUS CAR WASH	361.20
74369	05/19/2015	664	CIVILTEC ENGINE	645.00
74370	05/19/2015	700	COLLEY FORD	376.26
74371	05/19/2015	703	COMBINED GRAPHI	50.14
74372	05/19/2015	720	COMPUTER SERVIC	10,899.97
74373	05/19/2015	736	COON, MARK	175.00
74374	05/19/2015	749	COUNSELING TEAM	1,360.00
74375	05/19/2015	766	COVINA DISPOSAL	1,039.20
74376	05/19/2015	771	COVINA IRRIGATI	162,438.25
74377	05/19/2015	783	COVINA WATER	2,348.21
74378	05/19/2015	857	DAVID TURCH AND	2,500.00
74379	05/19/2015	3701	DEPARTMENT OF J	980.00
74380	05/19/2015	970	EDISON CO	52,750.14
74381	05/19/2015	4265	EVERBRIDGE, INC	15,650.50
74382	05/19/2015	1055	FEDEX	58.80
74383	05/19/2015	4249	FLUID TECH	702.37

CITY OF COVINA
Check Register
MAY 15-28, 2015

74384	05/19/2015	3800	GARVEY EQUIPMEN	232.36
74385	05/19/2015	1156	GAS COMPANY, TH	1,717.19
74386	05/19/2015	1197	GLOBAL WATER MA	55,071.96
74387	05/19/2015	1235	GRAINGER	23.04
74388	05/19/2015	3669	HAMILTON & ASSO	605.36
74389	05/19/2015	1361	HOLLIDAY ROCK C	452.36
74390	05/19/2015	1371	HOSE MAN INC, T	59.76
74391	05/19/2015	3988	HYDRO CONNECTIO	361.44
74392	05/19/2015	1409	IDVILLE	398.00
74393	05/19/2015	1437	INTER-CON SECUR	4,879.88
74394	05/19/2015	1441	INTERSTATE BATT	313.72
74395	05/19/2015	1463	J.G. TUCKER AND	39.57
74396	05/19/2015	1547	KELLY PAPER CO	513.12
74397	05/19/2015	1561	KEYSTONE UNIFOR	1,080.83
74398	05/19/2015	4019	KIMLEY-HORN AND	1,000.00
74399	05/19/2015	3721	KRIZIA N VIRBIA	130.00
74400	05/19/2015	4259	L-TRON CORPORAT	1,695.00
74401	05/19/2015	1619	LA CNTY SHERIFF	891.65
74402	05/19/2015	1646	LANGUAGE LINE S	9.40
74403	05/19/2015	1650	LARA, LAURA	130.00
74404	05/19/2015	1694	LEWIS ENGRAVING	214.46
74405	05/19/2015	1778	MADRID, VICKI	20.00
74406	05/19/2015	1858	MCMASTER CARR S	66.19
74407	05/19/2015	1924	MILLERS & ISHAM	163.84
74408	05/19/2015	1933	MISSION LINEN S	103.79
74409	05/19/2015	1970	MORAN, JAMES	800.00
74410	05/19/2015	3563	NEWEGG INC	120.43
74411	05/19/2015	3563	NEWEGG INC	284.10
74412	05/19/2015	2101	OCLC/FOREST PRE	1,260.05
74413	05/19/2015	4201	OFFICE TEAM	1,151.22
74414	05/19/2015	99999	JAY DAVDA	8,403.00
74415	05/19/2015	99999	MONICA GARCIA	45.00
74416	05/19/2015	99999	PATRICIA BROWN	138.29
74417	05/19/2015	99999	RAUL AGUIRRE	592.00
74418	05/19/2015	99999	STEPHANIE STABIO	196.40
74419	05/19/2015	99999	SUSAN PEREZ	69.78
74420	05/19/2015	99999	VIDAL MARQUEZ	20.00
74421	05/19/2015	2134	ORKIN PEST CONT	103.76
74422	05/19/2015	3722	OSCAR LUQUE	37.50
74423	05/19/2015	4266	P.R.M. PROFESSI	871.00
74424	05/19/2015	4178	PAN E VINO	6,242.24
74425	05/19/2015	2277	POLLARDWATER DO	467.49
74426	05/19/2015	4240	POTABLE DIVERS	5,500.00
74427	05/19/2015	2306	PRO LITERACY AM	159.00

CITY OF COVINA
Check Register
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74428	05/19/2015	2309	PROFESSIONAL AC	1,076.00
74429	05/19/2015	4101	RANCHO JANITORI	232.02
74430	05/19/2015	2426	REYNOLDS BUICK	240.28
74431	05/19/2015	2489	ROTO ROOTER SER	225.00
74432	05/19/2015	3984	ROXXI STUDIOS	1,571.50
74433	05/19/2015	2510	S & S WORLDWIDE	741.21
74434	05/19/2015	2676	SMART AND FINAL	1,042.23
74435	05/19/2015	2715	SOUTHERN CA TRA	57.68
74436	05/19/2015	2741	STARR JR, TROY	250.00
74437	05/19/2015	3950	STERICYCLE, INC	278.00
74438	05/19/2015	2795	SWRCB	6,232.32
74439	05/19/2015	2838	THEMATIC ATTIC	137.57
74440	05/19/2015	2853	THYSSENKRUPP EL	1,529.04
74441	05/19/2015	3185	TOSHIBA FINANCI	1,872.31
74442	05/19/2015	2903	TRI-XECUTEX COR	80.00
74443	05/19/2015	2898	TRIANGLE TRUCK	196.20
74444	05/19/2015	2935	UNDERGROUND SER	133.50
74445	05/19/2015	2942	UNITED SITE SER	240.10
74446	05/19/2015	4267	UNIVERSITY OF S	495.00
74447	05/19/2015	2958	US POSTMASTER	1,161.43
74448	05/19/2015	2999	VERIZON CALIFOR	1,357.31
74449	05/19/2015	3001	VERIZON WIRELES	1,705.56
74450	05/19/2015	3001	VERIZON WIRELES	2,691.03
74451	05/19/2015	3043	WARREN DISTRIBU	58.60
74452	05/19/2015	3064	WELLDYNERX	23.41
74453	05/19/2015	3078	WEST PAYMENT CE	335.20
74454	05/19/2015	3082	WESTERN WATER W	807.26
74455	05/19/2015	4270	WOODS, ERIC A.	900.00
74456	05/21/2015	68	AFLAC	4,329.04
74457	05/21/2015	69	AFSCME	1,060.00
74458	05/21/2015	487	CaIPERS	61,563.46
74459	05/21/2015	3846	CLEA	490.00
74460	05/21/2015	3846	CLEA	110.25
74461	05/21/2015	775	COVINA POLICE A	2,850.00
74462	05/21/2015	789	COVINA-FSA, CIT	1,355.03
74463	05/21/2015	878	DELTA DENTAL OF	8,907.46
74464	05/21/2015	1106	FRANCHISE TAX B	250.00
74465	05/21/2015	1247	GREAT WEST LIFE	4,651.41
74466	05/21/2015	3795	LEGAL SHIELD	308.34
74467	05/21/2015	2234	PERS	159,913.96
74468	05/21/2015	2235	PERS LONG TERM	238.88
74469	05/21/2015	4230	SOCIAL SECURITY	166.69
74470	05/21/2015	3893	STATE DISBURSEM	247.00
74471	05/21/2015	2946	UNITED WAY OF G	17.50

CITY OF COVINA
Check Register
MAY 15-28, 2015

74472	05/21/2015	3014	VISION SERVICE	879.13
74473	05/21/2015	4255	VOYA FINANCIAL	5,378.03
74474	05/21/2015	3764	WAGeworks	36.00
74475	05/21/2015	3045	WASHINGTON NATI	147.01
74476	05/27/2015	14	A1 RENTALS	516.37
74477	05/27/2015	26	ABSOLUTE SECURI	6,354.72
74478	05/27/2015	51	ADVANCED BATTER	486.69
74479	05/27/2015	52	ADVANCED GRAPHI	300.00
74480	05/27/2015	58	ADVANTAGE	9,676.09
74481	05/27/2015	84	AIRGAS-WEST	211.76
74482	05/27/2015	91	ALAS, NINA	169.32
74483	05/27/2015	113	ALL CITY MANAGE	5,639.40
74484	05/27/2015	3789	AMAZON LLC	591.63
74485	05/27/2015	151	AMERICAN LIBRAR	270.00
74486	05/27/2015	219	AT&T	15.54
74487	05/27/2015	219	AT&T	17.05
74488	05/27/2015	219	AT&T	17.46
74489	05/27/2015	219	AT&T	33.31
74490	05/27/2015	219	AT&T	1,626.46
74491	05/27/2015	4085	AUTISM MOVEMENT	405.00
74492	05/27/2015	260	B & K ELECTRIC	304.65
74493	05/27/2015	318	BELL BUILDING M	3,786.00
74494	05/27/2015	372	BOBKIEWICZ, ROB	194.50
74495	05/27/2015	430	BUILDING ELECTR	75.00
74496	05/27/2015	448	C & W ENTERPRIS	360.13
74497	05/27/2015	649	CINTAS CORP #69	243.28
74498	05/27/2015	710	COMMUNICATIONS	51.77
74499	05/27/2015	736	COON, MARK	175.00
74500	05/27/2015	762	COVINA CHAMBER	15.00
74501	05/27/2015	783	COVINA WATER	234.69
74502	05/27/2015	798	CRAFco INC	5,598.24
74503	05/27/2015	876	DELONG	117.72
74504	05/27/2015	896	DH MAINTENANCE	6,574.62
74505	05/27/2015	970	EDISON CO	1,703.42
74506	05/27/2015	4124	FACILITYDUDE.CO	13,234.30
74507	05/27/2015	3911	FACTORY MOTOR P	266.62
74508	05/27/2015	1055	FEDEX	34.78
74509	05/27/2015	1156	GAS COMPANY, TH	792.93
74510	05/27/2015	1204	GOLDEN STATE WA	57.20
74511	05/27/2015	1235	GRAINGER	167.98
74512	05/27/2015	1241	GRAND PRINTING	1,083.29
74513	05/27/2015	4237	VOID	0.00
74514	05/27/2015	1361	HOLLIDAY ROCK C	571.70
74515	05/27/2015	1428	INGRAM DIST GRO	248.80

CITY OF COVINA
Check Register
MAY 15-28, 2015

74516	05/27/2015	1429	INLAND EMPIRE S	1,931.00
74517	05/27/2015	1463	J.G. TUCKER AND	418.99
74518	05/27/2015	1547	KELLY PAPER CO	97.36
74519	05/27/2015	1561	KEYSTONE UNIFOR	190.36
74520	05/27/2015	3987	KYOCERA DOCUMEN	11.10
74521	05/27/2015	1610	LA CNTY DEPT OF	26.00
74522	05/27/2015	1614	LA CNTY FIRE DE	665,264.56
74523	05/27/2015	1615	LA CNTY MTA	440.00
74524	05/27/2015	4053	LA JOLLA BOOKIN	800.00
74525	05/27/2015	1633	LACPCA	200.00
74526	05/27/2015	1754	LOWE'S COMPANIE	130.52
74527	05/27/2015	1924	MILLERS & ISHAM	290.80
74528	05/27/2015	1933	MISSION LINEN S	22.14
74529	05/27/2015	4252	MW DESIGN	120.54
74530	05/27/2015	3810	MYERS & SONS HI	7,748.72
74531	05/27/2015	2027	NAPA AUTO PARTS	35.86
74532	05/27/2015	3563	NEWEGG INC	1,317.64
74533	05/27/2015	2091	O REILLY AUTO P	92.09
74534	05/27/2015	2104	OFFICE DEPOT	452.81
74535	05/27/2015	2104	OFFICE DEPOT	718.63
74536	05/27/2015	4201	OFFICE TEAM	383.16
74537	05/27/2015	99999	ANNE PERKINS-YIN	86.35
74538	05/27/2015	99999	EVELYN BUSTOS	71.77
74539	05/27/2015	99999	JENNIFER BLAIR	301.70
74540	05/27/2015	99999	MARICELA SANCHEZ	60.00
74541	05/27/2015	3722	OSCAR LUQUE	50.00
74542	05/27/2015	2238	PEST OPTIONS IN	360.00
74543	05/27/2015	4238	PETCO ANIMAL SU	73.61
74544	05/27/2015	4177	PETTY CASH	127.00
74545	05/27/2015	4271	PMC	7,092.50
74546	05/27/2015	50	PROGREEN BLDG M	1,543.10
74547	05/27/2015	2345	QUILL	144.77
74548	05/27/2015	4101	RANCHO JANITORI	317.89
74549	05/27/2015	2407	REGIONAL TAP SE	768.24
74550	05/27/2015	2415	REPUBLIC MASTER	218.09
74551	05/27/2015	2415	REPUBLIC MASTER	313.64
74552	05/27/2015	2422	REXWAY ROOFING	13,200.00
74553	05/27/2015	4269	RIBS TO SPARE	1,147.22
74554	05/27/2015	2510	S & S WORLDWIDE	16.37
74555	05/27/2015	2546	SAN GABRIEL VAL	314.63
74556	05/27/2015	2619	SGV EXAMINER	778.21
74557	05/27/2015	2620	SGV NEWSPAPER G	1,063.62
74558	05/27/2015	2622	SGVLEEA	210.00
74559	05/27/2015	2700	SOFTWARE HOUSE	7,085.45

CITY OF COVINA
 Check Register
 MAY 15-28, 2015

74560	05/27/2015	2711	SOUTHEAST CONST	4.58
74561	05/27/2015	2715	SOUTHERN CA TRA	99.30
74562	05/27/2015	2737	STAPLES INC	1,448.01
74563	05/27/2015	3729	SUNBELT RENTALS	214.39
74564	05/27/2015	2775	SUPERB GRAPHICS	2,244.67
74565	05/27/2015	2778	SUPERIOR PAVEME	6,295.60
74566	05/27/2015	2826	TEMECULA CREEK	133.58
74567	05/27/2015	2929	ULINE	42.61
74568	05/27/2015	2954	URBAN GRAFFITI	2,930.28
74569	05/27/2015	2999	VERIZON CALIFOR	915.39
74570	05/27/2015	3004	VICTORY EXTERMI	25.00
74571	05/27/2015	3023	VULCAN MATERIAL	830.23
74572	05/27/2015	3043	WARREN DISTRIBU	39.12
74573	05/27/2015	3070	WEST COAST ARBO	109.20
74574	05/27/2015	3082	WESTERN WATER W	2,325.09
74575	05/27/2015	3134	XEROX CORPORATI	68.20
74576	05/27/2015	3135	XO COMMUNICATIO	4,615.61
74577	05/27/2015	3152	YWCA	1,799.79
74578	05/28/2015	4237	HILLCREST CONTR	344,975.91
			<i>subtotal checks</i>	<u>\$1,869,636.94</u>
			<i>subtotal payroll</i>	\$613,844.69
			<i>subtotal voids</i>	-\$1,024.38
			<i>subtotal Worker's Compensation</i>	\$33,518.48
			TOTAL checks/EFTs	<u><u>\$2,532,047.65</u></u>

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SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 3

STAFF SOURCE Debbie Pacheco, Acting Finance Director

ITEM TITLE Payment of Demands

STAFF RECOMMENDATION

Approve Payment of Demands in the amount of **\$18,814.27**.

FISCAL IMPACT

Sufficient funding is available and the related costs are included in the Fiscal Year 14/15 Adopted Budget.

BACKGROUND

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
May 15 - May 28, 2015		Checks 1181-1186	\$10,628.24
<u>PAYROLL</u>			
May 21, 2015	INSURANCE	PAYROLL PAID 5/21/15	\$5,037.03
May 21, 2015	PAYROLL	PAYROLL PAID 5/21/15	\$3,149.00
<u>VOIDS</u>			
		GRAND TOTAL:	\$18,814.27

EXHIBITS

A. Accounts Payable Register

Respectfully submitted,

Debbie Pacheco, Acting Finance Director
Finance

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
Check Register
MAY 15-28, 2015

Check #	Check Date	Vendor	Name	Amount
1181	05/19/2015	254	AZUSA LIGHT & W	11.07
1182	05/19/2015	341	BEST BEST & KRI	313.30
1183	05/19/2015	896	DH MAINTENANCE	95.00
1184	05/19/2015	2999	VERIZON CALIFOR	79.87
1185	05/19/2015	2955	US BANK	9,959.05
1186	05/27/2015	3135	XO COMMUNICATIO	169.95
			<i>subtotal checks</i>	\$10,628.24
			<i>subtotal Payroll</i>	\$8,186.03
			TOTAL CHECKS/EFT's/PAYROLL	\$18,814.27

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Debbie Pacheco first duly sworn, declare that I am the Acting Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency dated Accounts Payable for May 15-28, 2015, and Payroll for 5/21/15; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code, Section 37202.

Debbie Pacheco,
Acting Finance Director

Subscribed and sworn to before me

this _____ day of _____, 2015

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CITY OF COVINA/
SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 4

STAFF SOURCE Debbie Pacheco, Acting Finance Director
Geoffrey Cobbett, Elected City Treasurer

ITEM TITLE Approve Resolutions Adopting Investment Policies for Fiscal Year 2015-2016 for the City of Covina and Successor Agency to the Covina Redevelopment Agency.

STAFF RECOMMENDATION

Adopt Resolution Number 15-7358 adopting an investment policy for the City's investment portfolio for Fiscal Year 2015-2016.

SUCCESSOR AGENCY STAFF RECOMMENDATION

Adopt Successor Agency Resolution Number 15-031 adopting an investment policy for the Agency's investment portfolio for Fiscal Year 2015-2016.

GENERAL FUND IMPACT

None.

BACKGROUND

Annually, the City/Agency Treasurer is required by Government Code Section 53646 to submit a statement of investment policy to the City Council/Agency Directors for Council/Agency adoption.

There are no changes recommended from the current policy in force. The policy has been reviewed by City and Agency Treasurer, Geoff Cobbett. The investment policies are submitted for adoption for fiscal year 2015-2016 in accordance with legislation that became effective as of January 1, 1996.

The adoption of the investment policy at the start of the fiscal year does not preclude the Agency Board from amending the policy at any time during the fiscal year.

EXHIBITS:

- A. Investment Policy
- B. City of Covina Resolution No. 15-7358
- C. Successor Agency Resolution No. 15-031

Respectfully submitted

A handwritten signature in black ink, appearing to read "Debbie Pacheco". The signature is written in a cursive, flowing style.

Debbie Pacheco, Acting Finance Director
Finance

RESOLUTION NO.15-7358

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA ADOPTING AN INVESTMENT POLICY FOR THE
CITY'S INVESTMENT PORTFOLIO FOR FISCAL YEAR 2015-
2016**

WHEREAS, the City council wishes to clarify and establish investment policies to guide the City Manager, Finance Director, and City staff regarding City investments.

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

SECTION 1: Investments of City funds shall be made in accordance with the Statement of Investment Policy attached hereto as Exhibit A, and made a part hereof.

SECTION 2: The policies adopted by this resolution are in addition to and supplements any other legal requirements.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution and the same shall take effect and be in force.

APPROVED AND ADOPTED this 16th day June 2015

John C. King, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

City Attorney

I, Mary Lou Walczak, City Clerk of the City of Covina, California, hereby CERTIFY that this resolution was adopted by the City Council at a regular meeting of the City Council held June 16th 2015 and was approved and passed by the following vote:

AYES:

NOES:

ABSENT:

Mary Lou Walczak, City Clerk

RESOLUTION NO.15-031

**RESOLUTION OF THE SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY
ADOPTING AN INVESTMENT POLICY FOR THE
AGENCY'S INVESTMENT PORTFOLIO FOR FISCAL
YEAR 2015-2016**

WHEREAS, the Successor Agency to the Covina Redevelopment Agency of the City of Covina (Agency) has invested Agency funds, including but not limited to bond proceeds and tax increment proceeds under certain Agency resolutions, hereafter referred to collectively as the "Bond Resolutions"; and

WHEREAS, the Agency wishes to clarify and establish investment policies to guide the Executive Director, Agency Treasurer, and Agency staff regarding Agency investments.

WHEREAS, the Investment Policy preserves the assets of the Agency and allows the Agency to carry out the obligations of the Covina Redevelopment Agency under the enforceable obligation schedule as defined in AB 1x 26; and

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Covina Redevelopment Agency as follows:

SECTION 1: Investments of Agency funds shall be made in accordance with the Agency Statement of Investment Policy attached hereto as Exhibit A, and made a part hereof.

SECTION 2: The policies adopted by this resolution are in addition to and supplements any other legal requirements including the restrictions of the Bond Resolutions.

SECTION 3: The Agency Secretary shall certify to the passage and adoption of this resolution and the same shall take effect and be in force.

APPROVED AND ADOPTED this 16th day of June 2015

John C. King, Agency Chair Person

ATTEST:

Mary Lou Walczak, Agency Secretary

APPROVED AS TO FORM:

Agency Attorney

I, Mary Lou Walczak, Secretary of the Successor Agency to the Covina Redevelopment Agency, Covina, California, hereby CERTIFY that this resolution was adopted by the Agency at a regular meeting held June 16th, 2015 and was approved and passed by the following vote:

AYES:

NOES:

ABSENT:

Mary Lou Walczak, Agency Secretary

CITY OF COVINA AND SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016

PURPOSE:

- A. This Investment Policy is set forth by the City of Covina (City) for the following purposes:
1. To establish a clear understanding for the Council, City management, responsible employees, and third parties of the objectives, policies, and guidelines for the investment of the City's idle and surplus funds.
 2. To offer guidance to investment staff and any outside advisers on the investment of City funds.
 3. To establish a basis for evaluating investment results.
- B. The general purpose of this Investment Policy is to outline a philosophy and attitude that will guide the investment of City funds toward the desired investment goals. It is intended to be sufficiently specific to be meaningful, yet adequately flexible to be practical.

POLICY

It is the policy of the City to invest public funds in a manner that will provide the highest investment return with maximum security while meeting the daily cash flow demands of the City and conforming to all State and local statutes governing the investment of public funds.

1.0 SCOPE:

This Investment Policy applies to all cash assets of the City. Cash assets held by the City shall be pooled in order to manage the City's cash resources effectively. All pooled cash assets are accounted for in the City's Comprehensive Annual Financial Report and include the following funds:

FUNDS:

- 1.1.1 General Fund
- 1.1.2 Special Revenue Funds
- 1.1.3 Debt Service Funds
- 1.1.4 Capital Projects Funds
- 1.1.5 Enterprise Funds
- 1.1.6 Internal Service Funds
- 1.1.7 Trust and Agency Funds

The scope of this investment policy does not extend to cash assets held by fiscal agents, deferred compensation cash assets or other cash assets over which the City does not exercise specific control.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

2.0 PRUDENCE:

The standard of prudence to be used by investment officials shall be the “**prudent investor**” standard and shall be applied in the context of managing the overall portfolio. This standard requires all investment officials, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, to act with the care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

3.0 OBJECTIVES:

The primary objectives, in priority order, of the City’s investment activities shall be:

- 3.1 **Safety.** Maintaining the principal value of assets entrusted to the City is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio by limiting investment risk in the portfolio. Additionally, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets.
- 3.1.1 **Credit Risk.** The City will minimize credit risk, the risk of loss due to financial failure of the security issuer or backer by;
- Limiting exposure to poor credits and concentrating investments in the safest type of securities.
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors that the City will do business with.
 - Diversifying the investment portfolio so that the potential losses on individual investments will be minimized.
 - Actively monitoring the investment portfolio for ratings changes, changing economic/market conditions, etc.
- 3.1.2 **Interest Rate Risk.** The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:
- Structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market prior to maturity.
 - Investing operating funds primarily in shorter-term securities or short-term investment pools.
- 3.2 **Liquidity.** The City’s investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

3.3 **Return on Investment.** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

4.0 **REPORTING:**

In accordance with amended Section 53646 of the Government Code, the Treasurer will annually render to the City Council in July of each fiscal year, a statement of investment policy. The Treasurer shall review the policy on an annual basis. Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such moneys shall be reinvested only as provided by this policy.

Pursuant to Section 53607 and Section 53646 of the Government Code, the Treasurer shall render a report to the City Council and City Manager, containing detailed information on all securities, investments, and moneys of the City. The report will be submitted on a quarterly basis and be provided to the Council within 30 days following the end of the quarter.

The report will contain the following information on the funds that are subject to this investment policy: 1) the type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities in each investment; 2) any investments, including loans and security lending programs, that are under the management of contracted parties; 3) for all securities held by the City and under management of any outside party that is also a local agency or Local Agency Investment Fund, the current market value as of the date of the report, and source of this valuation; 4) a statement of the portfolio's compliance with the City's investment policy, or manner in which the portfolio is not in compliance; and 5) a statement denoting the City's ability to meet its pools expenditure requirements for the next six months, or an explanation as to why sufficient money shall, or may, not be available.

To the extent the City has funds invested in County investment pools the Treasurer shall request copies of all the investment reports generated by the Counties pursuant to Government Code Section 27133 and the annual audit required by Government Code Section 27134. The investment report shall reflect a summary of these reports and audits.

5.0 **INTERNAL CONTROL:**

The Finance Director is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of the City from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

Accordingly, the Finance Director shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

Control of collusion.

- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian and implementation of the appropriate safeguards described in the GFOA Recommended Practice on "Electronic Transactions for State and Local Governments."
- Compliance and oversight with investment parameters including diversification and maximum maturities.

6.0 EXTERNAL AUDIT:

On at least an annual basis the City shall have an external auditor review the City's investments and provide an opinion to the City respecting the City's compliance with this Investment Policy.

7.0 QUALIFIED DEALERS AND INSTITUTIONS:

The City shall transact business only with those banks, savings and loans, registered investment securities dealers, and authorized representatives of investment pools, as authorized by the California Government Code Section 53600 *et seq.* The purchase of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker/dealer, as defined in Section 25004 of the Corporation Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designed as a Primary Government Dealer by the Federal Reserve Bank. The Treasurer's staff shall review all institutions that wish to do business with the City in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in this Investment Policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide a current audited financial statement.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

All investments shall be made in accordance with Sections 53600 *et seq.* of the Government Code of California and as described in the "Permitted Investments" section of this Investment Policy:

8.1 **PERMITTED INVESTMENTS** under this policy shall include:

- 8.1.1 **Securities issued by the U.S. Government or an agency** of the U.S. Government and fully guaranteed as to payment by the U.S. Government or agency of the U.S. Government. Permitted securities shall have fixed coupons, fixed maturity dates and no-call provisions, provided that the stated final maturity does not exceed five years from the date of purchase. Investment in securities issued by agencies of the U.S. Government shall be limited to a maximum of 30 percent of the total and 10 percent of the total portfolio in securities issued by any one Federal agency.
- 8.1.2 **Commercial paper** of "prime" quality rated a minimum of P-1 by Moody's Investor Services (Moody's) or A-1 by Standard & Poor's, Inc. (S&P) provided that: (a) the maturity does not exceed 180 days from the date of purchase; (b) the issuer is a special purpose corporation, trust, or limited liability company organized and operating in the United States with assets in excess of \$500 million; debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical rating organization (NRSRO); and program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (c) no more than 15 percent of the City's portfolio is invested in commercial paper.
- 8.1.3 **Banker's acceptance** of "prime" quality issued by institutions the short-term obligations of which are rated a minimum P-1 by Moody's or A-1 by S&P provided that: (a) the acceptances are eligible for purchase by the Federal Reserve system; (b) the maturity does not exceed 180 days; and (c) no more than 20 percent of the City's total portfolio may be invested in banker's acceptances.
- 8.1.4 **Medium-term (or corporate) notes** with fixed coupons, fixed maturity and no-call provisions, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, the long-term obligations of which are rated at least AA- by S&P or Aa- by Moody's. No more than 10 percent of the City's portfolio may be invested in eligible medium-term or corporate notes. The maximum maturity of medium-term corporate notes is two (2) years. Investments in medium-term notes issued by agencies of the Federal Government are governed by Section 8.1.1 of this policy.
- 8.1.5 **Mutual funds** invested in U.S. Government securities that strive to maintain a price of \$1.00 per share ("Government money market funds") in excess of \$500 million in total portfolio value and a rating of Aaa by Moody's and AAA by S&P. Investment in such funds shall not exceed ten percent (10%) of the City's total portfolio.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

- 8.1.6 **Certificates of deposit (CDs)** with fixed coupons and fixed maturity date that may not exceed two (2) years.
 - 8.1.6.1 **Insured deposits**, time deposits not exceeding \$250,000, shall be permitted only in those financial institutions that are active members of the Federal Deposit Insurance Corporate (FDIC). Total insured deposits may not exceed ten percent (10%) of the City's total portfolio.
 - 8.1.6.2 **Secured (collateralized) time deposits** shall be permitted only in those financial institutions meeting the following criteria: (a) in good standing with the California State Collateral Pool; and (b) having a net operating profit in the two (2) most recently completed years; and (c) having long-term debt currently rated A- or higher by S&P or A-3 or higher by Moody's; or having short-term debt rated at least A-1 by S&P or P-1 by Moody's. Total secured time deposits may not exceed ten percent (10%) of the City's total portfolio.
 - 8.1.6.3 **Unsecured (negotiable) deposits (NCDs)** shall be permitted only in those financial institutions meeting the criteria listed in Subsection 8.1.7.2 and, in addition, having total assets in excess of \$1 billion. Total NCDs may not exceed ten percent (10%) of the City's total portfolio.
- 8.1.7 **Local Agency Investment Funds (LAIF)** administered by the State Treasurer's Office.
- 8.1.8 **Passbook accounts that are** maintained solely to provide for ongoing operational needs should be subject to the requirements of this policy.
- 8.1.9 **Municipal bonds** issued by the City or any component unit of the City at limits and maturity as approved by the City Council.
- 8.1.10 **Legal settlements.** Any noncash financial instrument, promissory note or other form of indebtedness acquired by the City as part of a legal settlement.
- 8.2 **Prohibited Investments.** Investments not specifically delineated in Section 8.1 are prohibited. Prohibited investments include, but are not limited to:
 - 8.2.1 Collateralized mortgage obligations, even if issued by agencies of the U.S. Government.
 - 8.2.2 Repurchase agreements and reverse repurchase agreements.
 - 8.2.3 Futures and options.
- 8.3 **Securities** may be sold at a loss in order to improve the risk or return characteristics of the portfolio, to prevent anticipated further erosion of principal or when trading for securities that result in an expected net economic gain to the City.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

If both Moody's and S&P downgrade securities owned by the City to a level below the quality required by this Investment Policy, it shall be the City's policy to sell such securities promptly.

9.0 DIVERSIFICATION REQUIREMENTS:

- 9.1 With the exception of securities issued by the U.S. Government and its agencies, and the Local Agency Investment Fund, no more than 5 percent of the portfolio may be invested in securities of any one issuer.
- 9.2 No more than 30 percent of the portfolio may be invested in securities issued by agencies of the U.S. Government.
- 9.3 No more than 10 percent of the portfolio may be invested in securities issued by any single agency of the U.S. Government.
- 9.4 No individual holding shall constitute more than 5 percent of the total debt outstanding of any issuer.
- 9.5 No more than 20 percent of the portfolio may be invested in banker's acceptances.
- 9.6 No more than 15 percent of the portfolio may be invested on commercial paper.
- 9.7 No more than 10 percent of the portfolio may be invested in medium-term (corporate) notes.
- 9.8 No more than 10 percent of the portfolio may be invested in government money market funds.
- 9.9 No more than 10 percent of the portfolio may be invested in insured certificates of deposit.
- 9.10 No more than 10 percent of the portfolio may be invested in secured time deposits.
- 9.11 No more than 10 percent of the portfolio may be invested in unsecured (negotiable) deposits.
The book value of the security will be used when calculating diversity compliance.

10.0 INVESTMENT POLICY ADOPTION:

The City's Investment Policy shall be adopted by resolution of the City Council of the City of Covina. The policy shall be reviewed each fiscal year, and any modifications thereto must be approved by the City Council.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2015-2016 (Continued)

11.0 CONFLICT OF INTEREST:

Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with the provisions of the Political Reform Act, (California Government Code Section 8100 *et seq.*, and 2 Cal. Code of Regs. 18110 *et seq.*, (the “PRA”)) and the provisions limiting contractual conflicts of interest under California Government Code Section 1090 *et seq.* Any firm proposing to provide any type of investment service to the City shall also acknowledge their familiarity with and agree to abide by any federal or State law, regulation, rule, or policy pertaining to or limiting campaign contributions by such firms, their employees, spouses, and agents.

The provisions of the PRA shall continue to apply to require disclosure and disqualification by any City official or employee and shall apply to require disclosure of the same by any candidate for City office.

All persons, firms, dealers, brokers, and advisors providing investment service or bond issue assistance shall disclose to the City Manager and Finance Director all fee sharing, fee-splitting, and commission arrangements with other entities or persons prior to the City agreeing to buy an investment, or issuing bonds.



COVINA OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 5

STAFF SOURCE Debbie Pacheco, Acting Finance Director

ITEM TITLE City Council to Approve a Professional Services Agreement with Bartel & Associates, LLC to Provide an Actuarial Valuation for OPEB (GASB 45) and Authorize City Manager to execute agreement.

STAFF RECOMMENDATION

Approve the Professional Services Agreement with Bartel & Associates LLC to provide actuarial services in accordance with GASB 45 and authorize City Manager to execute agreement.

FISCAL IMPACT

The maximum fees paid for actuarial services shall not exceed \$15,000 as set forth on page 20 of the agreement. Sufficient funds were included in the 2014-15 Adopted Budget in account 1010.0500-51005.

BACKGROUND

In 2006, the Governmental Accounting Standards Board (GASB) approved statement no. 45. This pronouncement is an accounting and financial reporting provision requiring governmental entities to measure and subsequently report liabilities associated with other postemployment benefits (OPEB) provided by each entity. Those benefits do not include pension costs which are directly calculated by CalPERS. Rather, GASB 45 covers benefits more closely associated with medical benefits provided to employees by each respective entity. Since not all entities provide the same level of benefits and the cost of those benefits change from year to year, GASB 45 requires that the cost of other postemployment benefits be recalculated at least every two years. The City of Covina's last valuation report was completed as of June 30, 2013. Approval of the professional services agreement and the completion of the actuarial report will maintain the City's compliance with GASB no. 45.

EXHIBITS

Professional Services Agreement

Respectfully submitted,

Debbie Pacheco, Acting Finance Director
Finance

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of June, 2015 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and Bartel Associates, LLC, a Limited Liability Corporation with its principal place of business at 411 Borel Avenue, Suite 101, San Mateo, CA 94402 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing actuarial services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the required GASB 45 Other Postemployment Benefits (OPEB) Actuarial Valuation project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from the effective date of this Agreement to October 31, 2015, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established

schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Marilyn Oliver.

3.2.5 City's Representative. The City hereby designates Debbie Pacheco, Acting Finance Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on

behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Marilyn Oliver, Vice President and Actuary, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is 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 the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not

contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Claremont, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own

right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.14 Storm Water Management.

3.2.14.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.14.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.14.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above,

arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed fifteen thousand dollars (\$15,000) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage

Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Consultant

on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Bartel Associates, LLC
411 Borel Avenue, Suite 101
San Mateo, CA 94402
Attn: Marilyn Oliver

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Finance Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. 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.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND BARTEL ASSOCIATES, LLC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of June, 2015.

CITY OF COVINA

**Bartel Associates, LLC, a Limited
Liability Corporation**

By: _____
Andrea Miller
City Manager

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

Provide actuarial consulting services for a June 30, 2015 actuarial valuation of the City’s retiree healthcare plan.

Retiree Healthcare Plan

The City currently finances the plan on a pay-as-you-go basis. The last (June 30, 2013) actuarial valuation covered 172 active employees and 150 retirees

Actuarial valuation will consist of:

- Requesting and reviewing participant data and plan information
- Review of valuation methods and assumptions
- Preparation of a report in discussion outline format, including:
 - A certified actuarial statement
 - A determination of the City of Covina’s OPEB actuarial liabilities
 - Materials for GASB 45 reporting:
 - Annual Required Contributions and Annual OPEB Costs
 - Expected Net OPEB Obligations
 - 10-year Projection of Benefit Payments and Annual OPEB Costs
 - Plan provisions, census data, cost methods and assumptions
 - Summaries of relevant demographic information.

EXHIBIT “B”
SCHEDULE OF SERVICES

A draft report shall be completed within 6 weeks after Consultant receives all the requested information and the City replies to any questions Consultant may have after initial review of the requested data. Consultant shall perform and complete all duties and obligations under this agreement by no later than October 31, 2015.

EXHIBIT "C"
COMPENSATION

Maximum fees paid shall not exceed \$15,000.

- Actual fees shall be billed at the following hourly rates, subject to the above maximum:

Vice President and Partner	\$250	Support Actuary	\$225
Associate Actuary	\$175	Actuarial Analyst	\$125 - \$150

- There shall be no additional charges for expenses (e.g., travel, telephone, copying, etc.). The hourly rates listed above include our costs for these items.
- Consultant shall invoice the City monthly based on time incurred, subject to the above maximum fee.
- The fee quote assumes that participant census data requested shall be provided completely and accurately in an Excel workbook with one record per participant.

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 6

STAFF SOURCE Siobhan Foster, Director of Public Works
Vivian Castro, Environmental Services Manager

ITEM TITLE Change Orders for Project F-1414, Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade

STAFF RECOMMENDATION

- 1) Approve Change Order Nos. 1 and 2 for Project F-1414 Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade increasing the construction contract by a total of \$24,956.05;
- 2) Adopt **Resolution No. 15-7356** amending the fiscal year 2014-2015 budget to appropriate additional funding in the Department of Public Works budget for Project F-1414 Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade including \$21,535.99 from Proposition A funds (account 2400-TO01-5242) and \$3,420.06 from Parking District reserves (account 2700-2800-52416-FI414); and
- 3) Authorize the City Manager or her designee to execute the approved change orders.

FISCAL IMPACT

Approval of Change Order Nos. 1 and 2 will increase the construction contract by a total of \$24,956.05.

Project funding to cover the cost of Change Order No. 1 is available in the Department of Public Works budget (account 4300-4350-55200). Change Order No. 1 increases the contract cost by \$21,535.99, which would be paid from savings of \$84,000 in Project T-0814B Pedestrian and Metrolink Station Improvements Project (account 4300-4350-55200) due to the removal of the acorn lamp upgrades from the scope of Project T-0814B, as approved by City Council on May 5, 2015. Change Order No. 1 requires an increase of \$21,535.99 in Proposition A funds (account 2400-TO01-52422) due to the addition of upgrades to acorn lamps on the Metrolink Station platform to the scope of Project F-1414.

Change Order No. 2 increases the contract cost by \$3,420.06, requiring the amount budgeted in fiscal year 2014-15 Public Works budget (account 2700-2800-52416-FI414) to increase from \$31,133.00 to \$34,553.06. Funding to cover the cost of this change order is available in Parking District reserves.

BACKGROUND

On October 7, 2014, the City Council awarded a \$1,422,991.20 construction contract to Hillcrest Contracting for the Project T-0814B Pedestrian and Metrolink Station Improvements, which

included upgrading of “acorn” streetlamps located in the station platform and station-adjacent streets.

On December 16, 2014, the Council awarded contracts to ACCO Engineered Systems and Facilities Solutions Group for energy efficiency upgrades to the Police Department HVAC (Project F-1415) and City-owned streetlights (Project F-1414), respectively. The agreements were innovative as they were the first authorized by the City Council pursuant to 4217.10 et seq of the California Government Code and the first to use free project engineering assistance provided by The Energy Network. The proposals provided by the contractors broke down the projects into specific job order tasks with unit prices and quantities. As such, any change orders would simply require adjusting the quantities for specific tasks at the agreed-upon unit price. Among the tasks listed in the Energy Efficiency Design-Build Contract for Lighting was the retrofitting of acorn lamps throughout the City with custom-designed Light Emitting Diode (LED) lamps. The quantity included all acorn lamps in the City, with the exception of those at the Metrolink Station platform and adjacent area.

On February 17, 2015, the City Council adopted Resolution No. 15-7317, amending the fiscal year 2014-2015 budget to fund Project F-1414 Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade from specific accounts.

Subsequent analysis by the Department of Public Works revealed that project cost savings and additional energy savings would be available if the acorn lamps originally included in Project T-0814B Pedestrian and Metrolink Station Improvements are retrofitted under Project F-1414 instead. Incorporation of the 29 lamps into Project F-1414 provides energy savings as a result of the lower kWh consumption of the Amerlux retrofit product in the specifications for Project F-1414. Furthermore, procurement of replacement parts and maintenance would be simplified by having one standard type of acorn LED lamp throughout the City. On May 5, 2015, the City Council approved Change Order No. 9 to Hillcrest Contracting for Project T-0814B, which removed the decorative acorn lights from Project T-0814B, Pedestrian and Metrolink Station Improvements, and installed those lights under Project F-1414 at the lower cost of \$21,535.99 compared to the \$68,000 it would have cost under the contract for Project T-0814B.

While installing lighting retrofits in the municipal parking lots, the Contractor found two (2) lights that were not included in the municipal lot inventory. The Department of Public Works confirmed that these lights should have been included in the scope and recommends that Change Order No. 2 incorporate the additional work.

As of May 31, 2015, the Environmental Services Manager has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- Change Order No. 1: Identification of twenty-nine (29) additional acorn lamps in the Metrolink Station Platform and adjacent areas to retrofit to LED. The change in contract cost due to Change Order No.1 is an increase of \$21,535.99.
- Change Order No. 2: During the installation of municipal lot retrofits, the Contractor identified two (2) arm mounted lamps that were not identified in the project scope. Public Works staff confirmed that these two lamps were not included in the contract scope. The change in contract cost due to Change Order No. 2 is an increase of \$3,420.06 to the contract cost.

EXHIBITS

A. Resolution No. 15-7356.

B. Change Order Nos. 1 and 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Siobhan Foster', written in a cursive style.

Siobhan Foster, Director of Public Works
Public Works Department

RESOLUTION NO. 15-7356

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COVINA, CALIFORNIA, AMENDING THE
FISCAL YEAR 2014-2015 GENERAL FUND
BUDGET**

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was approved on June 17, 2014; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Covina, as follows:

SECTION 1. Amend the fiscal year 2014-2015 budget as follows;

- 2400TO01-52422-F1414 - \$214,181.99
- 27002800-52416-F1414 - \$3,434.06

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 16th DAY OF JUNE 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM;

City Attorney



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Public Works Department
Environmental Services Section
626.384.5480/626.384.5479 Fax

CHANGE ORDER

Project No. F-1414

Change Order No.1

Contract: Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade

Contractor: Facilities Solutions Group

-
1. Identification of thirty-four (34) additional acorn streetlamps to retrofit to LED.
 2. Change in Contract cost: Increase of \$21,535.99.
 3. Time Extension: June 12, 2015 (two weeks).
-

Submitted by _____ Date _____
Title: Project/City Engineer

Accepted by: _____ Date _____
Title: Contractor

Approved by: _____ Date _____
Title: Public Works Director

cc: Public Works Construction Inspector

The City of Covina provides responsive municipal services and manages public resources to enhance the quality of life for our community.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Public Works Department
Environmental Services Section
626.384.5480/626.384.5479 Fax

CHANGE ORDER

Project No. F-1414

Change Order No.2

Contract: Energy Efficiency Design-Build Contract for Citywide Lighting Upgrade

Contractor: Facilities Solutions Group

-
1. Identification of two (2) additional arm-mounted lamps in municipal parking lot to retrofit to LED.
 2. Change in Contract cost: Increase of \$3,420.06.
 3. Time extension: July 17, 2015.
-

Submitted by _____ Date _____
Title: Project/City Engineer

Accepted by: _____ Date _____
Title: Contractor

Approved by: _____ Date _____
Title: Public Works Director

cc: Public Works Construction Inspector



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 7

STAFF SOURCE Siobhan Foster, Director of Public Works
Vivian Castro, Environmental Services Manager

ITEM TITLE Approve Resolution 15-7360, Adopting City of Covina Green Streets Policy (GSP) to Comply with the 2012 Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175 (MS4 Permit)

STAFF RECOMMENDATION

Approve **Resolution 15-7360**, Adopting a City of Covina GSP to Comply with the 2012 Los Angeles County MS4 NPDES Permit.

FISCAL IMPACT

The fiscal impact to the City due to the adoption of the GSP cannot be accurately estimated at this time. Adoption of the GSP in compliance with the MS4 Permit may increase the cost of a limited number of future City street capital improvement projects depending on the size and characteristics of the projects. When Green Street best management practices (BMPs) are required, the City would have to incorporate BMPs into the project design and construction costs, as well as post-construction maintenance costs. Since the City's road network is almost entirely in place and City projects are typically for maintenance of existing facilities, which are largely exempt from GSP requirements, the fiscal impacts are expected to be small as a percentage of the capital costs attributable to street projects.

BACKGROUND

The MS4 Permit requires Permittees to develop and have in place a Low Impact Development (LID) ordinance that meets the requirements of the MS4 Permit's Planning and Land Development Program. On May 19, 2015, the City Council adopted Ordinance No. 15-2038, which brought the Covina Municipal Code (CMC) into compliance with various requirements of the MS4 Permit. Among other provisions, the ordinance amended Chapter 8.50 of the CMC to expand the types of new and redevelopment projects are required to implement LID practices to infiltrate and/or retain and re-use runoff water from precipitation on-site.

Additionally, the MS4 Permit requires Permittees that develop an Enhanced Watershed Management Program (EWMP) to adopt a GSP that specifies the use of green infrastructure strategies for transportation corridors, defined as any designated route within the public right-of-way, including sidewalks, roadways, and alleyways. Green streets are an amenity that provides

many benefits including water quality improvement, groundwater replenishment, creation of attractive streetscapes, parks and wildlife habitats, and pedestrian and bicycle accessibility.

Transportation corridors represent a large percentage of the impervious area within Los Angeles and therefore generate a substantial amount of runoff from storm events. The altered flow regime from traditional roadways, increased runoff volume, and high runoff peak flows, are injurious to the environment and a risk to property downstream. Traditional street design has focused on removing water from the street as quickly as possible and transferring it to storm drains, channels, and ultimately local water bodies. Storm water runoff can contain bacteria and other pollutants, and is thereby regulated at the state and local level. Over time, the GSP will transform the design of streets from the conventional method of moving water off-site as quickly as possible to a method of storing, treating, and either infiltrating, reusing, or releasing water onsite to reduce or eliminate pollutants from entering waters of the U.S. The MS4 Permit requires the GSP to be in place prior to June 28, 2015.

Low Impact Development and Green Street Policy Requirements

The purpose of the mandated LID program is to control pollutants, pollutant loads, and runoff volume from new and redevelopment project sites to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention, and/or rainfall harvest and use.

As part of the City's development review and permitting processes, proposed projects are reviewed and conditioned to meet the various state, federal and local requirements. Development and redevelopment projects falling into one or more of the categories specified in CMC Section 8.50.120 are required to submit a LID Plan as a condition of approval. The Public Works Department will review project plans to ensure they are designed and implemented to comply with the LID requirements as prescribed in the Planning and Land Development Program of the MS4 Permit.

The MS4 Permit and City LID ordinance also require that certain new road construction projects and redevelopment of roadways be subject to a GSP. Resolution 15-7360, attached and designated as Exhibit A, memorializes adoption of said policy. Similar to LID, the GSP provides source controls for stormwater runoff and pollutant loads. However, this policy is for right-of-way improvements rather than private parcels. While the majority of the projects that will be subject to LID requirements are on private parcels, there will be projects, including City and utility projects, that will occur in the public right-of-way. The proposed GSP applies to these projects.

Covina cooperated with the development of a model GSP through the LA Permit Group and its consultant. The proposed City of Covina GSP (Exhibit A, Attachment 1) is based on that model document.

Projects Subject to the GSP

The GSP requires:

...all new streets, redevelopment projects, roadway improvement projects conducted within transportation corridors¹ to incorporate Green Street BMPs to the maximum extent practicable (MEP). For the purpose of this policy, MEP determination shall be on a project-by-project basis and at the discretion of the Public Works Director. Roadway projects requiring Green Street BMPs shall meet one of the following criteria:

1. Street and road construction of 10,000 square feet or more of impervious surface area, including: standalone street and road projects, standalone highway projects, and/or streets within larger projects.
2. Street and road redevelopments resulting in the creation and addition or replacement of 5,000 square feet or more of impervious surface on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which do not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

Street and road construction applies to major arterials, state routes, highways, or rail lines used for the movement of people or goods by means of bus services, trucks, and vehicles, and transportation corridors within larger projects.

Examples of GSP BMPs include, but are not limited, to vegetated curb extensions, bio-swales, permeable pavers/pavement, alternative streets widths, and infiltration basins.

Similar to the LID Ordinance, the proposed GSP provides for exceptions when technical infeasibilities occur and takes into account the limitations of site conditions such as right-of-way availability, topography, soil type, elevated groundwater, existing utilities (availability of storm drains or conflicts with existing utilities), and safety concerns. The proposed GSP also allows for off-site mitigation projects, which would give the City some flexibility when implementing the policy in constrained areas.

The anticipated impact on City street capital improvement projects is nominal because Covina is built-out, so construction of new roadways is not likely, and routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety are specifically exempted. Impervious surface replacement projects, such as the reconstruction of parking lots and roadways that do not disturb additional area and maintain the original grade and alignment, are also exempted. For those projects subject to the GSP, the costs to incorporate GSP elements may be significant but cannot be estimated at this time as they vary based on the project scope and site specifics.

EXHIBITS

A. Resolution 15-7360, City of Covina Green Streets Policy.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Siobhan Foster', written in a cursive style.

Siobhan Foster, Director of Public Works
Public Works Department

RESOLUTION NO. 15-7360

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF COVINA
ADOPTING A GREEN STREETS POLICY**

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. Findings and Intent.

A. On November 8, 2012, the California Regional Water Quality Control Board, Los Angeles Region (“Regional Board”) adopted Order No. R4-2012-0175, NPDES Permit No. CAS 004001, the Municipal Separate Storm Sewer Permit for Los Angeles County (hereinafter “MS4 Permit”).

B. Among other things, the MS4 Permit requires the City and other MS4 permittees to adopt a “Green Streets” policy to reduce stormwater runoff discharges from municipal and private streets to receiving waters.

C. “Green Streets” are enhancements to street and road projects to improve the quality of storm water and urban runoff through the implementation of infiltration measures such as bioretention and infiltration trenches, dry wells, permeable pavement, bio-treatment/infiltration measures such as flow-through planters and vegetated swales, treatment Best Management Practices (“BMPs”) such as catch basin filters and screens, xeriscaped parkways, and tree lined streets.

D. This Resolution and the United States Environmental Protection Agency’s *Managing Wet Weather with Green Infrastructure Municipal Handbook: Green Streets* (December 2008 EPA-833-F-08-009) shall collectively serve as the City’s Green Streets Policy.

Section 2. Policy.

A. The City Council hereby adopts the City of Covina Green Streets Policy as shown in Exhibit “A”, attached hereto and incorporated herein by this reference.

B. Routine maintenance is excluded from the Green Streets Policy. Without limitation, the term “routine maintenance” includes slurry seals, grind and overlay and reconstruction to maintain original line and grade.

C. The City Council hereby determines that the public interest and necessity justify the adoption of the Green Streets Policy.

Section 3. Director of Public Works Responsibilities.

A. The Director of Public Works shall implement, to the maximum extent practicable, Green Streets for City-owned transportation corridors and road projects that add 10,000 square feet or more of impervious area, consistent with the Green Streets Policy.

B. The Director of Public Works shall consider opportunities to implement Green Streets BMPs and to replenish groundwater, create attractive streetscapes, create parks and provide pedestrian and bicycle accessibility through new development and redevelopment of streets and roadway projects and capital improvement projects (“CIPs”).

C. The Director of Public Works shall develop a prioritized list of CIPs best suited for the incorporation of Green Streets BMPs and shall pursue funding for Green Streets BMPs whenever appropriate.

D. The Director of Public Works is authorized to make non-substantive changes to the City’s Green Streets Policy consistent with the requirements of the MS4 Permit.

E. The Director of Public Works, or his or her designee, shall prepare, maintain, and update, as necessary and appropriate, a list of minimum requirements for Green Streets BMPs.

F. The Director of Public Works shall periodically evaluate the effectiveness of Green Streets BMPs.

Section 4. CEQA. The adoption of this Resolution and the timing thereof is mandated by the action of the Regional Board. In this case, the City is acting at the direction of the Regional Board and federal law to protect, maintain, restore and enhance natural resources and the environment. To comply with the requirements of the Regional Board, the City Council determines that the Green Streets Policy will not have a significant effect on the environment, and finds that the adoption of this Resolution is categorically exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15307 and 15308.

PASSED, APPROVED and ADOPTED this 16th day of June, 2015.

Mayor, City of Covina

ATTEST:

City Clerk, City of Covina

APPROVED AS TO FORM;

City Attorney

EXHIBIT “A”

Attachment 1

CITY OF COVINA GREEN STREETS POLICY

Purpose

The City of Covina (City) Public Works Department (Public Works) shall implement Green Street Best Management Practices (BMPs) for the addition of new streets, redevelopment projects, and roadway improvement projects, including Capital Improvement Projects (CIPs), as described below. This policy is enacted to demonstrate compliance with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Los Angeles Region (Order No. R4-2012- 0175).

Green streets are an amenity that provides many benefits including water quality improvement, groundwater replenishment, creation of attractive streetscapes, creation of parks and wildlife habitats, and pedestrian and bicycle accessibility. Green streets are defined as right-of-way areas that incorporate infiltration, biofiltration, and/or storage and use BMPs to collect, filter, retain, or detain stormwater runoff as well as a design element that creates attractive streetscapes.

Policy

- A. Application. Public Works shall require all new streets, redevelopment projects, roadway improvement projects conducted within transportation corridors¹ to incorporate Green Street BMPs to the maximum extent practicable (MEP). For the purpose of this policy, MEP determination shall be on a project-by-project basis and at the discretion of the Director of Public Works. Roadway projects requiring Green Street BMPs shall meet one of the following criteria:
1. Street and road construction of 10,000 square feet or more of impervious surface area, including: standalone street and road projects, standalone highway projects, and/or streets within larger projects.
 2. Street and road redevelopments resulting in the creation and addition or replacement of 5,000 square feet or more of impervious surface on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which do not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.
- B. Criteria and Constraints. Project characteristics or constraints may reduce the ability to incorporate Green Street BMPs. When planning for incorporation of BMPs and/or techniques into a roadway project, consideration should be given to the following:
1. Right of way availability;

2. Adjacent agency owned land where BMPs, such as bioretention and infiltration basins, may be incorporated into the project;
 3. Existing utilities – availability of storm drains or conflicts with existing utilities;
 4. Soil type or elevated groundwater; and,
 5. Safety concerns – siting limitations or potential maintenance access concerns.
- C. Feasibility and Implementation. Implementation of BMPs within roadway projects require that drainage patterns be considered such that drainage may be routed to the BMPs prior to entering the storm drain system. Design of BMPs shall utilize available topography in order to utilize gravity for conveyance to and through each BMP designed into the project. BMPs shall be designed to avoid flooding during large storm events.

The extent to which BMPs may be incorporated into a project depends on the project type and project-specific feasibility. Feasibility of implementing BMPs may be affected by regulatory requirements, site-specific characteristics, and infrastructure. Therefore, each roadway project shall also evaluate the feasibility of incorporating the following BMPs into their project design to the MEP standard. This is in addition to those techniques and BMPs listed above:

- Vegetated curb extensions;
- Bioswales;
- Permeable pavers;
- Alternative street widths; and/or,
- Infiltration basins, if City owned land is project adjacent and infiltration is determined to be feasible for the site.

- D. Infiltration Infeasibility. Use of any BMP relying solely on infiltration for drainage, such as permeable pavement without underdrains, shall confirm that project soils are appropriate for infiltration to ensure no standing water within the BMPs after 72 hours. A complete geotechnical or soils report should be performed to determine existing ground water depth, site soil types, and field measured infiltration rates. Projects whose underlying soils are determined to infiltrate at a measured rate lower than 0.3"/hr are determined to be technically infeasible for use of any BMP relying solely on infiltration for drainage.
- E. Target Sizing Criteria. The 85th percentile, 24-hour rain event, as determined from the Los Angeles County isohyetal map (1.1"), should be utilized to size all proposed BMPs in roadway projects. Using available soils information, topography, and in compliance with City codes and ordinances, identify the appropriate BMPs for incorporation into the roadway project. Implementation of several BMP types in succession may also be utilized and is commonly referred to as a BMP treatment train. The following steps should be followed for all roadway projects:
1. Determine overall tributary area to each proposed BMP location and compute imperviousness.

2. Using a published BMP design standard, determine the appropriate BMP sizing method and calculate the target sizing criteria.
3. Design BMPs into the roadway project to capture the target sizing criteria.
4. If determination is made that a proposed BMP, or a BMP treatment train, cannot adequately capture the target sizing criteria, then provide capture for the greatest portion of the target sizing criteria that can be reasonably achieved.

If BMPs are undersized for their overall tributary area, the BMP must have the inlet, outlet and any energy dissipation device properly designed for the entire tributary area's peak flows. Consideration must be given for bypass of peak flows to ensure all BMPs are not eroded, scoured and/or overwhelmed in larger storm events. Documentation of any infeasibility and/or project-specific constraints should be placed in the project development file.

- F. Amenities. Public Works shall consider opportunities to replenish groundwater, create attractive streetscapes, create parks and wildlife habitats, and provide pedestrian and bicycle accessibility through new streets, reconstructed streets and roadway projects.
- G. Guidance. Public Works shall use the U.S. Environmental Protection Agency (EPA) *Managing Wet Weather with Green Infrastructure Municipal Handbook: Green Streets*², the *Los Angeles County Model for Living Streets Design Manual*³, or guidelines and standards developed and/or adopted by the City of Covina for use in public and private developments.
- H. Retrofit Scope. Public Works shall use the City's Enhanced Watershed Management Plan to identify opportunities for Green Street BMP retrofits. Final decisions regarding implementation will be recommended by the Director of Public Works to the City Manager and City Council based on the availability of adequate funding.
- I. Training. Public Works shall incorporate aspects of Green Streets into internal annual staff trainings.

-
1. A transportation corridor is any designated route within the public right-of-way including sidewalks, roadways, and alley ways.
 2. For example, the City of Los Angeles' Green Street design standards, which are available at <http://eng.lacity.org/techdocs/stdplans/s-400.htm> (see Plans S-480 to S-486).
 3. U.S. Environmental Protection Agency (EPA). *Managing Wet Weather with Green Infrastructure Municipal Handbook: Green Streets*. December 2008.
 4. Los Angeles County. *Model for Living Streets Design Manual*. 2011.

Attachment 2 a



MANAGING WET WEATHER WITH
GREEN INFRASTRUCTURE

MUNICIPAL HANDBOOK

GREEN STREETS

Managing Wet Weather with Green Infrastructure

Municipal Handbook

Green Streets

prepared by

**Robb Lukes
Christopher Kloss
Low Impact Development Center**

The Municipal Handbook is a series of documents
to help local officials implement green infrastructure in their communities.

December 2008



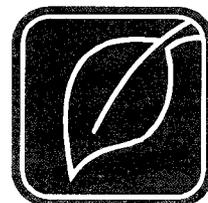
EPA-833-F-08-009



Front Cover Photos

Top: rain garden; permeable pavers; rain barrel;
planter; tree boxes.

Large photo: green alley in Chicago



Green Streets

Introduction

By design and function, urban areas are covered with impervious surfaces: roofs, roads, sidewalks, and parking lots. Although all contribute to stormwater runoff, the effects and necessary mitigation of the various types of surfaces can vary significantly. Of these, roads and travel surfaces present perhaps the largest urban pollution sources and also one of the greatest opportunities for green infrastructure use.

The Federal Highway Administration (FHA) estimates that more than 20% of U.S. roads are in urban areas.¹ Urban roads, along with sidewalks and parking lots, are estimated to constitute almost two-thirds of the total impervious cover and contribute a similar ratio of runoff.² While a significant source of runoff, roads are also a part of the infrastructure system, conveying stormwater along gutters to inlets and the buried pipe network. Effective road drainage, translated as moving stormwater into the conveyance system quickly, has been a design priority while opportunities for enhanced environmental management have been overlooked especially in the urban environment.

Table 1. Examples of Stormwater Pollutants Typical of Roads.^{3,4}

Pollutant	Source	Effects
Trash	---	Physical damage to aquatic animals and fish, release of poisonous substances
Sediment/solids	Construction, unpaved areas	Increased turbidity, increased transport of soil bound pollutants, negative effects on aquatic organisms reproduction and function
Metals • Copper • Zinc • Lead • Arsenic	<ul style="list-style-type: none"> • Vehicle brake pads • Vehicle tires, motor oil • Vehicle emissions and engines • Vehicle emissions, brake linings, automotive fluids 	Toxic to aquatic organisms and can accumulate in sediments and fish tissues
Organics associated with petroleum (e.g., PAHs)	Vehicle emissions, automotive fluids, gas stations	Toxic to aquatic organisms
Nutrients	Vehicle emissions, atmospheric deposition	Promotes eutrophication and depleted dissolved oxygen concentrations

The altered flow regime from traditional roadways, increased runoff volume, more frequent runoff events, and high runoff peak flows, are damaging to the environment and a risk to property downstream. These erosive flows in receiving streams will cause down cutting and channel shifting in some places and excessive sedimentation in others. The unnatural flow regime destroys stream habitat and disrupts aquatic systems.

Compounding the deliberate rapid conveyance of stormwater, roads also are prime collection sites for pollutants. Because roads are a component of the stormwater conveyance system, are impacted by atmospheric deposition, and exposed to vehicles, they collect a wide suite of pollutants and deliver them into the conveyance system and ultimately receiving streams (See Table 1). The metals, combustion by-products, and automotive fluids from vehicles can present a toxic mix that combines with the ubiquitous nutrients, trash, and suspended solids.

While other impervious surfaces can be replaced, for example using green roofs to decrease the amount of impervious roof surface, for the most part, impervious roads will, for some time to come, constitute a significant percentage of urban imperviousness because of their current widespread existence.

Green Streets achieve multiple benefits, such as improved water quality and more livable communities, through the integration of stormwater treatment techniques which use natural processes and landscaping.

Reducing road widths and other strategies to limit the amount of impervious surface are critical, but truly addressing road runoff requires mitigating its effects.

Roads present many opportunities for green infrastructure application. One principle of green infrastructure involves reducing and treating stormwater close to its source. Urban transportation right-of-ways integrated with green techniques are often called “green streets”. Green streets provide a source control for a main contributor of stormwater runoff and pollutant load. In addition, green infrastructure approaches complement street facility upgrades, street aesthetic improvements, and urban tree canopy efforts that also make use of the right-of-way and allow it to achieve multiple goals and benefits. Using the right-of-way for treatment also links green with gray infrastructure by making use of the engineered conveyance of roads and providing connections to conveyance systems when needed.

Green streets are beneficial for new road construction and retrofits. They can provide substantial economic benefits when used in transportation applications. Billions of dollars are spent annually on road construction and rehabilitation, with a large percentage focused on rehabilitation especially in urban areas. Coordinating green infrastructure installation with broader transportation improvements can significantly reduce the marginal cost of stormwater management by including it within larger infrastructure improvements. Also, and not unimportantly, right-of-way installations allow for easy public maintenance. A large municipal concern regarding green infrastructure use is maintenance; using roads and right-of-ways as locations for green infrastructure not only addresses a significant pollutant source, but also alleviates access and maintenance concerns by using public space.

In urban areas, roads present many opportunities for coordinated green infrastructure use. Some municipalities are capitalizing on the benefits gained by introducing green infrastructure in transportation applications. This paper will evaluate programs and policies that have been used to successfully integrate green infrastructure into roads and right-of-ways.

Green Street Designs

Green streets can incorporate a wide variety of design elements including street trees, permeable pavements, bioretention, and swales. Although the design and appearance of green streets will vary, the functional goals are the same: provide source control of stormwater, limit its transport and pollutant conveyance to the collection system, restore predevelopment hydrology to the extent possible, and provide environmentally enhanced roads. Successful application of green techniques will encourage soil and vegetation contact and infiltration and retention of stormwater.

Alternative Street Designs (Street Widths)

A green street design begins before any BMPs are considered. When building a new street or streets, the layout and street network must be planned to respect the existing hydrologic functions of the land (preserve wetlands, buffers, high-permeability soils, etc.) and to minimize the impervious area. If retrofitting or redeveloping a street, opportunities to eliminate unnecessary impervious area should be explored.

Implementation Hurdles

Many urban and suburban streets, sized to meet code requirements for emergency service vehicles and provide a free flow of traffic, are oversized for their typical everyday functions. The Uniform Fire Code requires that streets have a *minimum 20 feet of unobstructed width*; a street with parking on both sides would require a width of at least 34 feet. In addition to stormwater concerns, wide streets have many detrimental implications on neighborhood livability, traffic conditions, and pedestrian safety.⁵

Oregon State Code Granting Authority for Street Standards to Local Government

ORS 92.044 - Local governments shall *supersede and prevail over any specifications and standards for roads and streets set forth in a uniform fire code adopted by the State Fire Marshal, a municipal fire department or a county firefighting agency...* Local governments shall consider the needs of the fire department or fire-fighting agency when adopting the final specifications and standards.

The Transportation Growth and Management Program of Oregon, through a Stakeholder Design Team, developed a guide for reducing street widths titled the *Neighborhood Street Design Guidelines*.⁶ The document provides a helpful framework for cities to conduct an inclusive review of street design profiles with the goal of reducing widths. Solutions for accommodating emergency vehicles while minimizing street widths are described in the document. They include alternative street parking configurations, vehicle pullout space, connected street networks, prohibiting parking near intersections, and smaller block lengths.



Figure 1. The street-side swale and adjacent porous concrete sidewalk are located in the High Point neighborhood of Seattle, WA
(Source: Abby Hall, US EPA).

In 1997, Oregon, which has adopted the *Uniform Fire Code*, specifically granted local government the authority to establish alternative street design standards but requires them to consult with fire departments before standards are adopted. Table 2 provides examples of alternative street widths allowed in U.S. jurisdictions.⁷

Swales

Swales are vegetated open channels designed to accept sheet flow runoff and convey it in broad shallow flow. The intent of swales is to reduce stormwater volume through infiltration, improve water quality through vegetative and soil filtration, and reduce flow velocity by increasing channel roughness. In the simple roadside grassed form, they have been a common historical

component of road design. Additional benefit can be attained through more complex forms of swales, such as those with amended soils, bioretention soils, gravel storage areas, underdrains, weirs, and thick diverse vegetation.

Implementation Hurdles

There is a common misconception of open channel drainage being at the bottom of a street development hierarchy in which curb and gutter are at the top. Seattle's Street Edge Alternative Project and other natural drainage swale pilot projects have demonstrated that urban swales not only mitigate stormwater impacts, but they can also enhance the urban environment.⁸

Table 2. Examples of Alternative Street Widths

Jurisdiction	Street Width	Parking Condition
Phoenix, AZ	28'	parking both sides
Santa Rosa, CA	30'	parking both sides, <1000ADT
	26'-28'	parking one side
	20'	no parking
	20'	neck downs @ intersection
Orlando, FL	28'	parking both sides, res. Lots<55' wide
	22'	parking both sides, res. Lots>55' wide
Birmingham, MI	26'	parking both sides
	20'	parking one side
Howard County, MD	24'	parking unregulated
Kirkland, WA	12'	alley
	20'	parking one side
	24'	parking both sides – low density only
	28'	parking both sides
Madison, WI	27'	parking both sides, <3DU/AC
	28'	parking both sides, 3-10 DU/AC

ADT: Average Daily Traffic

DU/AC: dwelling units per acre

Bioretention Curb Extensions and Sidewalk Planters

Bioretention is a versatile green street strategy. Bioretention features can be tree boxes taking runoff from the street, indistinguishable from conventional tree boxes. Bioretention features can also be attractive attention grabbing planter boxes or curb extensions. Many natural processes occur within bioretention cells: infiltration and storage reduces runoff volumes and attenuates peak flows; biological and chemical reactions occur in the mulch, soil matrix, and root zone; and stormwater is filtered through vegetation and soil.

Implementation Hurdles

A few municipal DOT programs have instituted green street requirements in roadway projects, but as of yet, specifications for street bioretention have not yet been incorporated into municipal DOT specifications. Many cities do have street bioretention pilot projects; two of the well documented programs are noted in the table. Several concerns and considerations have prevented standard implementation of bioretention by DOTs.



Figure 2. This bioretention area takes runoff from the street through a trench drain in the sidewalk as well as runoff from the sidewalk through curb cuts
(Source: Abby Hall, US EPA).

Table 3. Municipalities with Swale Specifications and Standard Details

Municipality	Document	Section Title	Section #
City of Austin ⁹	Standard Specifications and Standard Details	Grass-Lined Swale and Grass-Lined Swale with Stone Center	627S
City of Seattle ¹⁰	2008 Standard Specifications for Municipal Construction	Natural Drainage Systems	7-21

Table 4. Municipalities with Bioretention Pilot Projects in the Right-of-Way

Municipality	Bioretention Type	Document
Maplewood, MN	Rain gardens	<i>Implementing Rainwater in Urban Stormwater Management</i> ¹¹
Portland, OR	<ul style="list-style-type: none"> • Curb extensions • Planters • Rain gardens 	<i>2006 Stormwater Management Facility Monitoring Report</i> ¹²

The diversity of shapes, sizes, and layouts bioretention can take is a significant obstacle to their incorporation with DOT specifications and standards. Street configurations, topography, soil conditions, and space availability are some of the factors that will influence the design of the bioretention facility. These variables make documentation of each new bioretention project all the more important. By building a menu of templates from local bioretention projects, future projects with similar conditions will be easier to implement and cost less to design. The documentation should include copies of the details and specifications for the materials used. A section on construction and operation issues, costs, lessons learned, and recommendations for similar designs should also be included in project documentation. Portland’s Bureau of Environmental Services has proven adept at documenting each of its Green Streets projects and making them accessible online.¹³

Utilities are a chief constraint to implementing bioretention as a retrofit in urban areas. The Prince George’s County, MD Bioretention Design Specifications and Criteria manual recommends applying the same clearance criteria recommended for storm drainage pipes.¹⁴ Municipal design standards should specify the appropriate clearance from bioretention or allowable traversing.

Prince George’s County, MD - 2.12.1.16 Utility Clearance
 Utility clearances that apply to storm drainage pipe and structure placement also apply to bioretention. Standard utility clearances for storm drainage pipes have been established at 1’ vertical and 5’ horizontal. However, bioretention systems are shallow, non-structural IMP’s consisting of mostly plant and soil components, (often) with a flexible underdrain discharge pipe. For this reason, other utilities may traverse a bioretention facility without adverse impact. Conduits and other utility lines may cross through the facility but construction and maintenance operations must include safeguard provisions. In some instances, bioretention could be utilized where utility conflicts would make structural BMP applications impractical.

Plants are another common concern of municipal staff, whether it is maintenance, salt tolerance, or plant height with regard to safety and security. Cities actively implementing LID practices in public spaces maintain lists of plants which fit the vegetated stormwater management practice niche. These are plants that flourish in the regional climate conditions, are adapted to periodic flooding, are low maintenance, and, if in cold climates, salt tolerant. Most often these plants are natives, but sometimes an approved non-native will best fit necessary criteria. A municipal plant list should be periodically updated based on maintenance experience, and vegetation health surveys.

Permeable Pavement

Permeable pavement comes in four forms: permeable concrete, permeable asphalt, permeable interlocking concrete pavers, and grid pavers. Permeable concrete and asphalt are similar to their impervious counterparts but are open graded or have reduced fines and typically have a special binder added. Methods for pouring, setting, and curing these permeable pavements also differ from the impervious versions. The concrete and grid pavers are modular systems. Concrete pavers are installed with gaps between them that allow water to pass through to the base. Grid pavers are typically a durable plastic matrix that can be filled with gravel or vegetation. All of the permeable pavement systems have an aggregate base in common which provides structural support, runoff storage, and pollutant removal through filtering and adsorption. Aside from a rougher unfinished surface, permeable concrete and asphalt look very similar to their impervious versions. Permeable concrete and asphalt and certain permeable concrete pavers are ADA compliant.

Implementation Hurdles

Of all the green streets practices, municipal DOTs have been arguably most cautious about implementing permeable pavements, though it should be noted that some DOTs have, for decades, specified open-graded asphalt for low use roadways because of lower cost; to minimize vehicle hydroplaning; and to reduce road noise. The reticence to implement on a large-scale, however, is understandable given the lack of predictability and experience behind impervious pavements. However, improved technology, new and ongoing research, and a growing number of pilot projects are dispelling common myths about permeable pavements.



Figure 3. PerVIOUS pavers used in the roadway of a neighborhood development in Wilsonville, OR
(Source: Abby Hall, US EPA).

The greatest concern among DOT staff seems to be a perceived lack of long-term performance and maintenance data. Universities and DOTs began experimenting with permeable pavements in parking lots, maintenance yards, and pedestrian areas as early as twenty years ago in the U.S., even earlier in Europe. There is now a wealth of data on permeable pavements successfully used for these purposes in nearly every climate region of the country. In recent years, the cities of Portland, OR, Seattle, WA, and Waterford, CT and several private developments have constructed permeable pavement pilots within the roadway with positive results.

The two typical maintenance activities are periodic sweeping and vacuuming. The City of Olympia, WA has experimented with several methods of clearing debris from permeable concrete sidewalks. Each of the methods was evaluated on the ease of use, debris removal, and the performance pace. The cost analysis by Olympia, WA found that the maintenance cost for pervious pavement was still lower than the traditional pavement when the cost of stormwater management was considered.

Permeable pavement concerns in the roadway often raise concerns of safety, maintenance, and durability. Municipalities can replace impervious surfaces in other non-critical areas such as sidewalks, alleys, and municipal parking lots. These types of applications help municipalities build experience and a market for the technology.

Table 5. Municipalities with Permeable Pavement Specifications and Standard Details

Municipality	Document	Section Title	Section #
Portland	2007 Standard Construction Specifications	Unit Pavers (includes permeable pavers)	00760
Olympia	WSDOT Specification	Pervious Concrete Sidewalks	8-30

Freeze/thaw and snow plows are the major concerns for permeable pavements in cold climate communities. However, these concerns have proven to be generally unwarranted when appropriate design and maintenance practices are employed. A well designed permeable pavement structure will always drain and never freeze solid. The air voids in the pavement allow plenty of space for moisture to freeze and ice crystals to expand. Also, rapid drainage through the pavement eliminates the occurrence of freezing puddles and black ice. Cold climate municipalities will need to make adjustments to snow plowing and deicing programs for permeable pavement areas. Snow plow blades must be raised enough to prevent scraping the surface of permeable pavements, particularly paver systems. Also, sand should not be applied.

Table 6. A Study in Olympia, WA Comparison of the cost of permeable concrete sidewalks to the cost of traditional impervious sidewalks¹⁵

Traditional Concrete Sidewalk		Permeable Concrete Sidewalk	
Construction Cost	Maintenance Cost	Construction Cost	Maintenance Cost
\$5,003,000*	\$156,000	\$2,615,000*	\$147,000
Total = \$5,159,000 \$101.16 per square yard		Total = \$2,762,000 \$54.16 per square yard	

*The cost of stormwater management (stormwater pond) for the added impervious surface is factored into the significantly higher cost of constructing the traditional concrete sidewalk. Maintenance of the stormwater pond is also factored into the traditional concrete sidewalk maintenance cost.

Sidewalk trees and tree boxes

From reducing the urban heat island effect and reducing stormwater runoff to improving the urban aesthetic and improving air quality, much is expected of street trees. Street trees are even good for the economy. Customers spend 12% more in shops on streets lined with trees than on those without trees.¹⁶

However, most often street trees are given very little space to grow in often inhospitable environments. The soil around street trees often becomes compacted during the construction of paved surfaces and minimized as underground utilities encroach on root space. If tree roots are surrounded by compacted soils or are deprived of air and water by impervious streets and sidewalks, their growth will be stunted, their health will decline, and their expected life span will be cut short. By providing adequate soil volume and a good soil mixture, the benefits obtained from a street tree multiply. To obtain a healthy soil volume, trees can simply be provided larger tree boxes, or structural soils, root paths, or “silva cells” can be used under sidewalks or other paved areas to expand root zones. These allow tree roots the space they need to grow to full size. This increases the health of the tree and provides the benefits of a mature sized tree, such as shade and air quality benefits, sooner than a tree with confined root space.



Figure 4. Trees planted at the same time but with different soil volumes, Washington DC
(Source: Casey Trees)

Table 7. Healthy Tree Volume and Permeable Pavement Specifications and Standard Details

Jurisdictions	Minimum Soil Volume	Section Title	Section #
Prince William County, VA	Large tree 970 cf Medium tree 750 cf Small tree 500 cf	Design Construction Manual (Sec 800)	Table 8-8
Alexandria, VA	300 cf	Landscape Guidelines	II.B. (2)

Implementation Hurdles

Providing an adequate root volume for trees comes down to a trade off between space in the right-of-way and added construction costs. The least expensive way to obtain the volume needed for roots to grow to full size is providing adequate space unhindered by utilities or other encroachments. However, it is often hard to reserve space dedicated just to street trees in an urban right-of-way with so many other uses competing for the room they need. As a result, some creative solutions, though they cost more to install, have become useful alternatives in crowded subsurface space. Structural soils, root paths, and “silva cells” leave void space for roots and still allow sidewalks to be constructed near trees.

Root Paths can be used to increase tree root volume by connecting a small tree root volume with a larger subsurface volume nearby. A tunnel-like system extends from the tree underneath a sidewalk and connects to an open space on the other side.

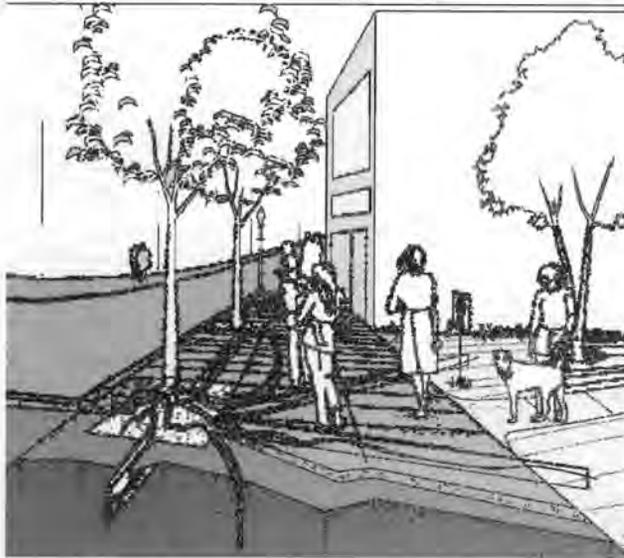


Figure 5. Root Paths direct tree roots under paving and into better soil areas for tree root growth
(Source: Arlington County, VA).

Silva Cells¹⁷ are another option for supporting sidewalks near trees while still providing enough space for roots to grow. These plastic milk crate-like frames fit together and act as a supporting structure for a sidewalk while leaving room for uncompacted soil and roots inside the frame.

Permeable pavement sidewalks are another enhancement to the root space. They provide moisture and air to roots under sidewalks. Soils under permeable pavements can still become compacted. Structural soils¹⁸ are a good companion tree planting practice to permeable pavement. When planting a tree in structural soils an adequate tree root volume is excavated and filled with a mix of stone and soil that still provides void space for healthy roots and allows for sidewalks, plazas or other paved surfaces to be constructed over them.

Case Studies

Portland, OR: Green Street Pilot Projects

Portland, Oregon is a national leader in developing green infrastructure. Portland's innovation in stormwater management was necessitated by the need to satisfy a Combined Sewer Overflow consent decree, Safe Drinking Water Act requirements, impending Total Maximum Daily Load limitations, Superfund cleanup measures and basement flooding. Through the 1990s, over 3 billion gallons of combined sewer overflow discharged to the Willamette River every year.¹⁹ All of these factors plus leadership and local desires to create green solutions and industries compelled the city to implement green infrastructure as a complement to adding capacity to the sewer system with large pipe overflow interceptors. Despite gaps in long-term performance data, Portland took a proactive approach in implementing green infrastructure pilot projects.

Portland's green infrastructure pilot projects have their roots in the city's 2001 Sustainable Infrastructure Committee. The committee, consisting of representatives from Portland's three infrastructure management Bureaus, documented the city's ongoing efforts toward sustainable infrastructure, gathered research on green infrastructure projects from around the country, and identified opportunities for local pilots.^{20, 21, 22}



Figure 6. Silva cell structures support the sidewalk while providing root space for street trees
 (Source: Deep Root Partners, LP).

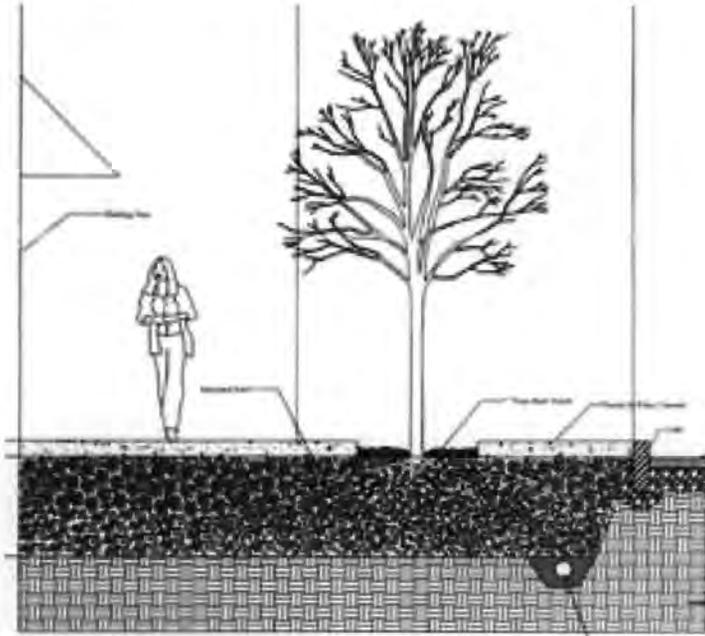


Figure 7. Structural soils provide void space for root growth and load-bearing for sidewalk
 (Source: Urban Horticulture Institute, Cornell University).

One of the Bureau of Environmental Services' (BES) earliest green infrastructure retrofit projects within the right-of-way was a set of two stormwater curb extensions on NE Siskiyou Street. Portland had been retrofitting many streets with curb extensions for the purpose of pedestrian safety, but this was the first done for the purpose of treating street runoff. In a simulated 25-year storm event flow test, the curb extensions captured 85% of the runoff volume that would be discharged to the combined sewer system and reduced peak flow by 88%.²³

Between 2003 and 2007, Portland designed and implemented a variety of Green Street pilots. Funding sources for these projects have come from BES, Portland Department of Transportation, U.S. EPA, and an Innovative Wet Weather Fund. BES combined funds with an EPA grant to create the Innovative Wet Weather Fund. In 2004, nearly \$3 million from the Innovative Wet Weather Fund was budgeted for a long list of projects from city green roofs, public-private projects, and a number of pilot projects within the right-of-way.²⁴ Several pilots have been cost competitive with or less costly than conventional upgrades. The Bureau recognizes that costs will decrease once these projects become more routine. Many of the pilot project costs included one time costs such as the development of outreach materials and standard drawings.



Figure 8: NE Siskiyou Vegetated Curb Extensions
 Source: City of Portland – Bureau of Environmental Services

Table 8. Portland, OR - Green Street Pilot Projects

Location	Design	Year Completed	Cost
NE Siskiyou b/w NE 35 th Pl. and NE 36 th Ave	Stormwater curb extension	2003	\$20,000
3 blocks of the Westmoreland Neighborhood	Permeable Pavers in parking lanes and curb to curb	2004	\$412,000
SE Ankeny b/w SE 56 th and SE 57 th Ave.	Stormwater curb extensions	2004	\$11,946
NE Fremont b/w NE 131st and 132 nd Av	Stormwater curb extension	2005	\$20,400
SW 12 th Ave b/w SW Montgomery and Mill	Stormwater planters	2005	\$34,850
East Holladay Park	Pervious paver parking lot	2005	\$165,000
4 blocks of North Gay Avenue b/w N Wygant and N Sumner	Porous concrete in curb lanes and curb to curb; porous asphalt in curb lanes and curb to curb	2005	--
SW Texas	Stormwater wetlands and swales	2007	\$2.3 million
Division St. – New Seasons Market	Stormwater planters and swales	--	--
SE Tibbetts and SE 21 st Ave.	Stormwater curb extension and planters	--	--

Source: Portland Bureau of Environmental Services, 2008
<http://www.portlandonline.com/bes/index.cfm?c=44463&>

Each of the pilot projects have been well documented by BES. A consistent format has been used to describe pilot background, features, engineering design, landscaping, project costs, maintenance, monitoring, and, most importantly, lessons learned. These case studies as well as other Green Street documentation can be found on BES's Sustainable Stormwater webpage, <http://www.portlandonline.com/BES/index.cfm?c=34598>. Due to physical factors (drainage, slope, soil, existing utilities, multiple uses) and development factors (retrofit, redevelopment, and new construction), there will be many variations on Green Streets. As part of the program, a continually updated Green Street Profile Notebook will catalog the successful green street projects. Users can use the Notebook for permitting guidance, to identify green streets facilities appropriate for various factors, but the document is not a technical document with standard details.

The Green Streets Team

The City of Portland, OR is widely acknowledged for long term, forward thinking, and comprehensive transportation and environmental planning. Portland recognized the fact that 66% of the City’s total runoff is collected from streets and the right-of-way.²⁵ The city also saw the potential for transportation corridors to meet multiple objectives, including:

- Comprehensively address numerous City goals for neighborhood livability, sustainable development, increased green spaces, stormwater management, and groundwater protection;
- Integrate infrastructure functions by creating “linear parks” along streets that provide both pedestrian/bike areas and stormwater management;
- Avoid the key impacts of unmanaged stormwater whereby surface waterbodies are degraded, and water quality suffers;
- Manage stormwater with investments citizens can support, participate in, and see;
- Manage stormwater as a resource, rather than a waste;
- Protect pipe infrastructure investments (extend the life of pipe infrastructure, limit the additional demand on the combined sewer system as development occurs);
- Protect wellhead areas by managing stormwater on the surface; and
- Provide increased neighborhood amenities and value.

In a two phased process from 2005 to 2007, the Green Streets Team, a cross agency and interdisciplinary team, developed a comprehensive green streets policy and a way forward for the green streets agenda. Phase 1 identified challenges and issues and began a process for addressing them. Barriers to the public initiation of green street projects included a code and standards that would disallow or discourage green street strategies, long term performance unknowns, and maintenance responsibilities. To address these barriers, the Green Streets Team organized into subgroups focusing on outreach, technical guidance, infrastructure, maintenance, and resources.

Phase 2 of the Green Streets project synthesized the opportunities and solutions identified in Phase 1 into a citywide Green Streets Program. The first priority for this phase was the drafting of a binding citywide policy. The resolution was adopted by the Portland City Council in March 2007.

Prior to the start of the Portland effort, 90% of implemented green street projects were issued by private permits rather than city initiated projects.

Six Approaches to Implementing Green Streets	
Pathway	Implementation
City-initiated street improvement projects	City designs, manages, maintains
City-initiated stormwater retrofits	City designs, manages, maintains
Neighborhood-initiated LIDs	
Developer-initiated subdivisions with public streets	Developer designs and builds via City permit and review process, then turns over new right of way to the City after warranty period
Developer-initiated subdivisions with private streets	Developer designs and builds via City permit and review process, and turns over to home-owner association
Developer-related initiated frontage improvements on existing public streets	Developer designs and builds new sidewalks and curbs via City permit and review process, usually because the City required it via a building permit or via a land division

Source: Portland Green Streets, Phase 1

Portland City Council Approved Green Streets Policy

Goal: City of Portland will promote and incorporate the use of green street facilities in public and private development.

City elected officials and staff will:

1. Infrastructure Projects in the Right of Way:

- a. Incorporate green street facilities into all City of Portland funded development, redevelopment or enhancement projects as required by the City's September 2004 (or updated) Stormwater Management Manual. Maintain these facilities according to the May 2006 (or updated) Green Streets Maintenance Policy.

If a green street facility (infiltrating or flow through) is not incorporated into the Infrastructure Project, or only partial management is achieved, then an off site project or off site management fee will be required.

- b. Any City of Portland funded development, redevelopment or enhancement project, that does not trigger the Stormwater Manual but requires a street opening permit or occurs in the right of way, shall pay into a "% for Green" Street fund. The amount shall be 1% of the construction costs for the project.

Exceptions: Emergency maintenance and repair projects, repair and replacement of sidewalks and driveways, pedestrian and trail replacement, tree planting, utility pole installation, street light poles, traffic, signal poles, traffic control signs, fire hydrants, where this use of funds would violate contracted or legal restrictions.

2. Project Planning and Design:

- a. Foster communication and coordination among City Bureaus to encourage consideration of watershed health and improved water quality through use of green street facilities as part of planning and design of Bureau projects.
- b. Coordinate Bureau work programs and projects to implement Green Streets as an integrated aspect of City infrastructure.
- c. Plan for large-scale use of Green Streets as a means of better connecting neighborhoods, better use of the right of way, and enhancing neighborhood livability.
- d. Strive to develop new and innovative means to cost-effectively construct new green street facilities.
- e. Develop standards and incentives (such as financial and technical resources, or facilitated permit review) for Green Streets projects that can be permitted and implemented by the private sector. These standards and incentives should be designed to encourage incorporation of green street facilities into private development, redevelopment and enhancement projects.

3. Project and Program Funding:

- a. Seek opportunities to leverage the work and associated funding of projects in the same geographic areas across Bureaus to create Green Street opportunities.
- b. Develop a predictable and sustainable means of funding implementation and maintenance of Green Street projects.

4. Outreach:

- a. Educate citizens, businesses, and the development community/industry about Green Streets and how they can serve as urban greenways to enhance, improve, and connect neighborhoods to encourage their support, demand and funding for these projects.
- b. Establish standard maintenance techniques and monitoring protocols for green street facilities across bureaus, and across groups within bureaus.

5. Project Evaluation:

- a. Conduct ongoing monitoring of green street facilities to evaluate facility effectiveness as well as performance in meeting multiple City objectives for:
 - Gallons managed;
 - Projects distributed geographically by watershed and by neighborhood; and

The second priority for Phase 2 was developing communication and planning procedures for incorporating multi-bureaus plans into the scheduled Portland DOT Capital Improvement Program (CIP). Three timeframes for green street project planning were recommended. In the short term, the CIP Planning Group, backed by the citywide policy directive, will shift to a focus on "identifying and evaluating opportunities to partner." For example, coordinating Water Bureau and BES pipe replacement

projects with DOT maintenance, repair, and improvement projects. The mid-term approach is more proactive and involves forecasting potential green street projects using existing bureau data and GIS tools. As for the long term, green street objectives will be incorporated into the citywide systems plan which guides city bureaus for the next 20 years.

The Green Street Team methodology propelled Portland's early green street pilot projects into a comprehensive, citywide multi-bureau program. The program built on previous efforts by the Sustainable Infrastructure Committee as well as other efforts such as the 2005 Portland Watershed Management Plan, established a City Council mandated policy, and institutionalized green street development. The outcome of this approach is multi-agency buy-in and responsibility for the effort. For instance, because of their knowledge of plant maintenance, Portland Parks and Recreation is responsible for the maintenance of some DOT installations.

Chicago, IL: Green Alleys Program

The City of Chicago, Illinois has an alley system that is perhaps the largest in the world. These 13,000 publicly owned alleys result in 1,900 miles, or 3,500 acres, of impermeable surfaces in addition to the street network. Because the alley system was not originally paved, there are no sewer connections as part of the original design. Over time the alleys were paved and flooding in garages and basements began to occur as a result of unmanaged stormwater runoff. Since the city already spends \$50 million each year to clean and upgrade 4,400 miles of sewer lines and 340,000 related structures, the preferred solution to the flooded alleys is one that doesn't put more stress on an already overburdened and expensive sewer system.²⁶

In 2003, the Chicago Department of Transportation (CDOT) used permeable pavers and French drain pilot applications to remedy localized flooding problems in alleys in the 48th Ward.²⁷ These applications proved to be successful and by 2006, CDOT launched its Green Alley Program with the release of the Chicago Green Alley Handbook (Handbook).²⁸

The Chicago Green Alley Program is unique because it marries green infrastructure practices in the public right-of-way with green infrastructure efforts on private property. The user-friendly Handbook, which describes both facets of the program including the design techniques and their benefits, is an award winning document. The American Society of Landscape Architects awarded the creators of the Handbook the 2007 Communications Honor Award for the clear graphics and simple, yet effective, message.²⁹ The Handbook explains to the residents why green infrastructure is important, how to be good stewards of the Green Alley in their neighborhood, and what sorts of "green" practices they can implement on their property to reduce waste, save water, and help manage stormwater wisely.

While the initial impetus behind the Green Alley Program was stormwater management, Chicago decided to use this opportunity to address other environmental concerns as well as reducing the urban heat island effect, recycling, energy conservation, and light pollution.

Green Infrastructure in the Right-of-Way

Chicago's Green Alley Program uses the following five techniques in the public right-of-way to "green" the alley:

1. Changing the grade of the alley to drain to the street rather than pond water in the alley or drain toward garages or private property.
2. Using permeable pavement that allows water to percolate into the ground rather than pond on the surface.
3. Using light colored paving material that reflects sunlight rather than adsorbing it, reducing urban heat island effect.

4. Incorporating recycled materials into the pavement mix to reduce the need for virgin materials and reduce the amount of waste going into the landfill.
5. Using energy efficient light fixtures that focus light downward, reducing light pollution.



Figure 9: Permeable Asphalt Installation Using Ground Tire Rubber.

Source: Chicago Department of Transportation, Sustainable Development Initiatives; Streetscape and Urban Design Program, CDOT Division of Project Development.

Four design approaches were created using these techniques. Based on the local conditions, the most appropriate approach is selected. In areas where soils are well-draining, permeable pavement is used. In areas where buildings come right up to the edge of pavement and infiltrated water could threaten foundations, impermeable pavement strips are used on the outside with a permeable pavement strip down the middle. In areas where soils do not provide much infiltration capacity, the alley is regraded to drain properly and impermeable pavement made with recycled materials is used. Another approach utilizes an infiltration trench down the middle of the alley. Light colored (high albedo) pavement, recycled materials, and energy efficient, glare reducing lights are a part of each design approach.

Green Infrastructure on Private Property

The Handbook also describes actions that property owners can take to “green” their own piece of Chicago. The Handbook describes the costs, benefits, and utility of the following practices:

- Recycling;
- Composting;
- Planting a tree;
- Using native landscape vegetation;
- Constructing a rain garden;
- Installing a rain barrel;
- Using permeable pavement for patios;
- Installing energy efficient lighting; and
- Utilizing natural detention.

By bringing this wide range of “green” practices to the attention of homeowners, the positive impacts of the Green Alley Program spread beyond the boundaries of the right-of-way, increasing awareness and providing practical resources to help community members be a part of the solution.

Chicago Green Alley Cost Considerations

When the program began in 2006, repaving the alleys with impermeable pavement ranged in cost from \$120,000 to \$150,000, whereas a total Green Alley reconstruction was more along the lines of \$200,000 to \$250,000.³⁰ While less expensive conventional rehabilitation options may seem more attractive, they don’t provide a solution to the localized flooding issues or the combined sewer system overflow problems. Sewer system connections could be established to solve the localized flooding problem, but it would add to the already overburdened sewer system and increase the cost of the reconstruction to that of the impermeable alley option. Consequently, the higher priced Green Alley option proved to be the best investment as it has multiple benefits in addition to solving localized flooding and reducing flow into the combined sewer system. The additional benefits of the Green Alley Program include not only urban heat

island effect reduction, material recycling, energy conservation, and light pollution reduction, but also the creation of a new market.

In 2006, when the Green Alley Program began, the city paid about \$145 per cubic yard of permeable concrete. Just one year later, the cost of permeable concrete had dropped to only \$45 per cubic yard. Compared with the cost of ordinary concrete, \$50 per cubic yard, permeable concrete may have seemed like an infeasible option in the past to customers wanting to purchase concrete.³¹ After the city's initial investment in the local permeable concrete market, the product cost has come down making permeable concrete a more affordable option for other consumers besides the city. This has resulted in an increased application of permeable concrete throughout the region.



Figure 10: Permeable Pavers and Permeable Concrete Chicago Alleys
(Source: Abby Hall, US EPA)

The success of the Chicago Green Alley Program is evident. Not only are the alleys been “greened” as a result of the program, the surrounding properties and even the surrounding neighborhoods are experiencing the positive impacts of the program’s implementation.

Conclusions and Recommendations

Incorporating green streets as a feature of urban stormwater management requires matching road function with environmental performance. Enhancing roads with green elements can improve their primary function as a transportation corridor while simultaneously mitigating their negative environmental impacts. In theory and practice many municipalities are not far removed from dedicated green streets programs. Street tree and other greenscaping programs are often identified and promoted along urban transportation corridors. Adapting them to become fully functional green streets requires minor design modifications and an evaluation of how to maximize the benefits of environmental systems.

Portland’s green streets program demonstrates how common road and right-of-way elements (e.g., traffic calming curb extensions, tree boxes) can be modified and optimized to provide stormwater management in addition to other benefits. The curb cuts and design variations to allow runoff to enter the vegetated areas are subtle changes with a significant impact and demonstrate how stormwater can be managed successfully at the source. One of the biggest successes of the program was reassessing common design features and realizing that environmental performance can be improved by integrating stormwater management.

Where Portland used vegetation, Chicago’s Green Alley Program similarly demonstrates that hardscape elements can be an integral part of a greening program. By incorporating permeable pavements that simulate natural infiltration, Chicago enhances the necessary transportation function of alleys while enhancing infrastructure and environmental management. Portland also contrasts the “soft” and “hard”

elements of green streets by using both permeable pavements and vegetated elements. The green options available demonstrate the flexibility of green infrastructure to satisfy road function and environmental objectives and highlight why transportation corridors are well suited for green infrastructure.

Elements necessary for a successful green streets program:

- **Pilot projects are critical.** The most successful municipal green street programs to date all began with well documented and monitored pilot projects. These projects have often been at least partially grant funded and receive the participation of locally active watershed groups working with the city infrastructure programs. The pilot projects are necessary to demonstrate that green streets can work in the local environment, can be relied upon, and fit with existing infrastructure. Pilot projects will help to dispel myths and resolve concerns.
- **Leadership in sustainability from the top.** The cities with the strongest green streets programs are those with mayors and city councils that have fully bought into sustainable infrastructure. Council passed green policies and mayoral sustainability mandates or mission statements are needed to institutionalize green street approaches and bring it beyond the token green project.
- **Buy-in from all municipal infrastructure departments.** By their nature, green streets cross many municipal programs. Green street practices impact stormwater management, street design, underground utilities, public lighting, green space planning, public work maintenance, and budgeting. When developing green streets, all of the relevant agencies must be represented. Also, coordination between the agencies on project planning is important for keeping green infrastructure construction costs low. Superior green street design at less cost occurs when sewer and water line replacement projects can be done in tandem with street redevelopment. These types of coordination efforts must happen at the long-term planning stage.
- **Documentation.** Green street projects need to be documented on two levels, the design and construction level and on a citywide tracking level. Due to the different street types and siting conditions, green street designs will take on many variations. By documenting the costs, construction, and design, the costs of similar future projects can be minimized and construction or design problems can be avoided or addressed. Tracking green street practices across the city is crucial for managing maintenance and quantifying aggregate benefits.
- **Public outreach.** Traditional pollution prevention outreach goes hand in hand with green street programs. Properly disposing of litter, yard waste, and hazardous chemicals and appropriately applying yard chemicals will help prolong the life of green street practices. An information campaign should also give the public an understanding of how green infrastructure works and the benefits and trade offs. In many cases, remedial maintenance of green street practices will be performed by neighboring property owners; they need to know how to maintain the practices to keep them performing optimally.

As public spaces, roads are prime candidates for green infrastructure improvements. In addition to enabling legislation, and technical guidance, developing a green streets program requires an institutional re-evaluation of how right-of-ways are most effectively managed. This process typically includes:

- Assessing the necessary function of the road and selecting the minimum required street width to reduce impervious cover;
- Enhancing streetscaping elements to manage stormwater and exploring opportunities to integrate stormwater management into roadway design; and
- Integrating transportation and environmental planning to capitalize on economic benefits.

The use of green streets offers the capability of transforming a significant stormwater and pollutant source into an innovative treatment system. Green streets optimize the performance of public space easing maintenance concerns and allowing municipalities to coordinate the progression and implementation of stormwater control efforts. In addition, green streets optimize the performance of both the transportation and water infrastructure. Effectively incorporating green techniques into the transportation network provides significant opportunity to decrease infrastructure demands and pollutant transport.

¹ National Cooperative Highway Research Program, *Evaluation of Best Management Practices and Low Impact Development for Highway Runoff Control*, National Academy of Sciences – National Research Council, 2006.

² Lance Frazer, *Paving Paradise: The Peril of Impervious Cover*, Environmental Health Perspectives, Volume 113, Number 7, July 2005.

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- ³ See note 1.
- ⁴ *Pollutants Commonly Found in Stormwater Runoff*, <http://www.stormwaterauthority.org/pollutants/default.aspx> (accessed July 2008).
- ⁵ Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities: <http://www.ite.org/css/> (Ch. 6, pages. 65-87)
- ⁶ *Neighborhood Street Design Guidelines*, prepared by Neighborhood Streets Project Stakeholders. November 2000 <http://www.oregon.gov/LCD/docs/publications/neighborstreet.pdf> (accessed June 2008)
- ⁷ *Narrow Streets Database*, <http://www.sonic.net/abcaia/narrow.htm> (accessed July 2008).
- ⁸ City of Seattle. Street Edge Alternatives Project [http://www.ci.seattle.wa.us/util/About SPU/Drainage & Sewer System/Natural Drainage Systems/Street Edge Alternatives/index.asp](http://www.ci.seattle.wa.us/util/About%20SPU/Drainage%20&%20Sewer%20System/Natural%20Drainage%20Systems/Street%20Edge%20Alternatives/index.asp)
- ⁹ City of Austin, Engineering Services Division. Standard Specifications and Details Website: <http://www.ci.austin.tx.us/sd2/>
- ¹⁰ See note 9
- ¹¹ *Implementing Rainwater in Urban Stormwater Management* http://www.ci.maplewood.mn.us/index.asp?Type=B_BASIC&SEC=%7BF2C03470-D6B5-4572-98F0-F79819643C2A%7D (accessed July 2008).
- ¹² 2006 Stormwater Management Facilities Monitoring Report <http://www.portlandonline.com/bes/index.cfm?c=36055> (accessed July 2008).
- ¹³ City of Portland. Green Streets website. <https://www.sustainableportland.org/BES/index.cfm?c=44407> (last accessed July, 2008).
- ¹⁴ Prince George's County, MD. *Bioretention Design Specifications and Criteria*. http://www.co.pg.md.us/Government/AgencyIndex/DER/ESD/Bioretention/pdf/bioretention_design_manual.pdf (accessed July 2008).
- ¹⁵ City of Olympia. *Memorandum: Traditional versus Pervious Concrete Sidewalk – Construction and Maintenance Costs*. Feb. 2005. <http://www.ci.olympia.wa.us/cityutilities/stormwater/scienceandinnovations/porouspavement.htm>.
- ¹⁶ The Case for Trees, Casey Trees, Washington, D.C.: <http://www.caseytrees.org/resources/casefortrees.html#EconGrowth>
- ¹⁷ Deep Root, LLC. <http://www.deeproot.com>
- ¹⁸ Cornell University, Urban Horticulture Institute. <http://www.hort.cornell.edu/UHI/>
- ¹⁹ City of Portland Bureau of Environmental Services, *CSO Program*, <http://www.portlandonline.com/BES/index.cfm?c=31030>, (accessed July 2008).
- ²⁰ City of Portland Sustainable Infrastructure Committee, *Sustainable Infrastructure Report*. December 2001. <http://www.portlandonline.com/shared/cfm/image.cfm?id=82893> (last accessed July, 2008).
- ²¹ City of Portland Sustainable Infrastructure Subcommittee, *Sustainable Infrastructure: Alternative Paving Materials*. Oct. 2003. <http://www.portlandonline.com/shared/cfm/image.cfm?id=82898>, (accessed July 2008).
- ²² City of Portland Sustainable Infrastructure Subcommittee, *Sustainable Infrastructure: Streetscape Task Force*. Nov. 2003. <http://www.portlandonline.com/shared/cfm/image.cfm?id=82897>, (accessed July 2008).
- ²³ City of Portland Bureau of Environmental Services, *Flow Test Report: Siskiyou Curb Extension*. August 4, 2004. <http://www.portlandonline.com/shared/cfm/image.cfm?id=63097> (accessed July 2008).
- ²⁴ City of Portland Bureau of Environmental Services, *Environmental Assessment: Innovative Wet Weather Program*, April 2004.
- ²⁵ Portland Stormwater Advisory Committee, 2004.
- ²⁶ Chicago Department of Transportation, Sustainable Development Initiatives; Streetscape and Urban Design Program, CDOT Division of Project Development: http://www.railvolution.com/rv2006_pdfs/rv2006_217c.pdf
- ²⁷ 48th Ward Green Initiatives: <http://www.masmith48.org/greeniniatives/greeniniatives.html>
- ²⁸ The Chicago Green Alley Handbook, Chicago Department of Transportation: http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/GreenAlleyHandbook.pdf
- ²⁹ American Society of Landscape Architects, 2007 Professional Awards: http://www.asla.org/awards/2007/07winners/212_hdg.html
- ³⁰ DeJong, Aaron, A Pilot Project Takes Off, Sustainable Urban Redevelopment: http://www.surmag.com/index.php?option=com_content&task=view&id=10&Itemid=2
- ³¹ Saulny, Susan, In Miles of Alleys, Chicago Finds it's Next Environmental Frontier, *New York Times* November 26, 2007.

ATTACHMENT - 2 b

AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE

THE DOCUMENT IS ALSO POSTED ON THE CITY WEBSITE

Attachment 2 b



County of Los Angeles Department of Public Works

**Stormwater Best Management Practice
Design and Maintenance Manual**

**For Publicly Maintained
Storm Drain Systems**

May 2009



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 8

STAFF SOURCE Siobhan Foster, Director of Public Works
 Kristen Weger, Management Analyst

ITEM TITLE **Authorization to Execute Temporary Assignment of Water Production Rights from City of Covina to Covina Irrigating Company for Fiscal Years 2014-15 and 2015-16, Stock Assignment for 4218 Shares of Covina Irrigating Company Stock in FY 2015-16, and Fiscal Year 2015-16 Covina Irrigating Company Lease Pool Commitment; Authorization to Solicit Covina Irrigating Company Stock Leases for Fiscal Year 2015-16 from Shareholders and Execute Offer Letter and Lease and Order for Delivery of Water Under Lease Agreement Forms with Interested Shareholders; and Approval to Fund Proposed Fiscal Year 2015-16 San Gabriel Basin Water Quality Authority Assessment from Department of Public Works Budget**

STAFF RECOMMENDATION

- 1) Authorize the City Manager to execute the attached Temporary Assignment or Lease of Water Rights Forms to assign 359.69 acre feet of Water Production Rights from the City of Covina to the Covina Irrigating Company for fiscal years 2014-15 and 2015-16 to allow Covina Irrigating Company to produce the equivalent amount of water for the consumption by City of Covina water customers in June 2015 and in fiscal year 2015-16;
- 2) Authorize the City Manager to execute the attached Stock Assignment Instructions for 4218 shares of Covina Irrigating Company stock to produce the equivalent amount of water for consumption by City of Covina water customers in fiscal year 2015-16;
- 3) Authorize the City Manager to execute the attached Covina Irrigating Company Lease Pool Commitment enabling City to lease shares from Lease Pool in fiscal year 2015-16;
- 4) Authorize the Department of Public Works to solicit Covina Irrigating Company stock leases for fiscal year 2015-16 from shareholders in an amount not to exceed \$107,949.24 and the City Manager to execute the requisite Offer Letter to Lease Covina Irrigating Company Stock from shareholders and Lease and Order for Delivery of Water Under Lease Agreement forms; and
- 5) Approve funding of the proposed fiscal year 2015-16 San Gabriel Basin Water Quality Authority assessment in the amount of \$4,738.90, if approved, from the Department of Public Works fiscal year 2015-16 budget.

FISCAL IMPACT

The fiscal impact associated with the assignment of 359.69 acre feet (AF) of water production rights from the City of Covina to the Covina Irrigating Company (CIC) for fiscal year 2014-15 to facilitate water production for consumption by Covina water customers in June 2015 represents a

Water Fund savings (cost avoidance) of \$152,508.56 in the Department of Public Works budget (account 6010-5050-54790). By assigning these water production rights to the CIC, the City will be able to purchase 359.69 AF of water in June 2015 at a cost of \$475/AF instead of purchasing water from the Metropolitan Water District of Southern California (MWD) at \$899/AF, a savings of \$424/AF.

The assignment 359.69 AF of water production rights to the CIC in fiscal year 2015-16 represents a Water Fund savings (cost avoidance) of \$152,148.87. The assignment will allow the City to purchase water from CIC at a cost of \$495/AF instead of purchasing water from the MWD at \$918/AF, a savings of \$423/AF.

The lease of an estimated 490.50 shares of CIC stock in fiscal year 2015-16 from shareholders at \$220.08/share has a Water Fund impact of \$107,949.24. Sufficient funding is available in the proposed Department of Public Works fiscal year 2015-16 budget (account 6010-5050-54790). The leases also represent a Water Fund savings (cost avoidance) in as much as the purchase will allow the City to purchase approximately 367.87 AF water from CIC at a cost of \$495/AF instead of purchasing water from the MWD at \$918/AF, a savings of \$423/AF. The estimated cost avoidance for the additional 367.87 AF is \$155,609.01 resulting in a net savings to the Water Fund of \$47,666.77.

The proposed San Gabriel Basin Water Quality Authority \$10.00/AF Prescriptive Pumping Rights Assessment for fiscal year 2015-16 has a Water Fund impact of \$4,738.90 based on the City's 473.89 AF of prescriptive pumping rights in the Main San Gabriel Basin annually. This is a \$3.00/AF increase from the \$7.00/AF Prescriptive Pumping Rights Assessment in fiscal year 2014-15. While the City could elect to pass this cost onto water customers, given the nominal amount, late notice of the proposed assessment, and the fact that the cost of providing notice of the public hearing to customers would be comparable to the annual assessment amount, the Department of Public Works recommends that the assessment, if approved, be funded within the department's budget in fiscal year 2015-16. Sufficient funding is available in the proposed Department of Public Works fiscal year 2015-16 budget (account 6010-5050-54790).

There is no General Fund impact associated with any of these transactions.

BACKGROUND

The City of Covina has 473.89 AF of prescriptive pumping rights in the Main San Gabriel Basin annually. Since 1999 when the City of Covina had to cease pumping operations at the Grand Avenue Well due to nitrate contamination, the City has been able assign these pumping rights to CIC to produce water for the City or lease the rights to other producers in the basin on an annual basis. The actual production quantity associated with the prescriptive pumping rights varies based on the safe groundwater yield in the basin (amount of water that can be withdrawn without producing an undesired effect). In fiscal years 2014-15 and 2015-16, the actual production quantity is 359.69 AF.

As the City of Covina does not pump its own water, the City relies on water from the CIC and the MWD through the Three Valleys Municipal Water District (TVMWD). Covina Irrigating Company's water comes from the Main San Gabriel Valley Groundwater Basin and the San Gabriel River at a fiscal year 2014-15 cost of \$475/AF. Comparatively, MWD's water comes from the Colorado River and Sacramento and San Joaquin Rivers in Northern California at a fiscal year 2014-15 cost of \$899/AF.

The quantity of water available to the City from the CIC annually depends on several variables. The 4218 shares of CIC stock owned by the City entitle the City to a specific amount of the water produced annually. Based on the safe groundwater yield in the Main San Gabriel Basin one share of stock equates to 0.75 AF of water or 3163.5 AF of production in fiscal years 2014-15 and 2015-16.

Additionally, the City may annually lease additional shares of CIC stock from individual shareholders and through a lease pool of shares managed by CIC. The lease rate of these shares is set by CIC by-laws and is \$220.08/share in fiscal years 2014-15 and 2015-16. When the CIC lease rate plus its cost of water production is less than the cost of imported water, as it is in the current fiscal year and will be in fiscal 2015-16, it is in the City's financial interest to lease as many additional shares of CIC stock as possible to help supplement the City's water entitlement at a cheaper rate to avoid purchasing imported water at a much higher rate. The following recaps the status of the City's water supply in the current year and the Department of Public Works' proposed strategy for fiscal year 2015-16.

Fiscal Year 2014-15 – Water Supply Status

The City's approximate water consumption through May 31, 2015, is shown below with fiscal year 2013-14 data included for comparison purposes.

Table 1 – Approximate Water Consumption through May 31, 2015 in AF

	2013-14 (Prior Year)			2014-15 (Current Year)		
	CIC	Met/TVMWD	Total	CIC	Met/TVMWD	Total
July	443	161	604	395	211	606
August	431	199	630	461	121	582
September	468	132	600	399	150	549
October	436	106	542	381	143	524
November	275	177	452	307	139	446
December	369	49	418	289	37	326
January	367	63	430	333	11	344
February	338	34	372	354	0	354
March	355	52	407	331	67	398
April	331	138	469	340	85	425
May	434	122	556	401	7	408
June	386	194	580	---	---	---
Total	4633	1427	6060	3991	971	4962

As of May 31, 2015 the City has exceeded its fiscal year 2014-15 CIC water allocation of 3,987.07 AF by 3.71 AF. As such, it is in the City's financial best interest to assign its fiscal year 2014-15 water production rights of 359.69 AF to the CIC. This will allow the CIC to produce water for City of Covina customers in June 2015 at the cost of \$475 per AF and meet most of the City's projected 400 AF need for June 2015. The unseasonably cool weather in early June may reduce the City's projected need to fewer than 400 AF.

Table 2 – Summary of Covina Irrigating Company Account through May 31, 2015

Item	Basis	Quantity (AF)
Supply:		1 share = 0.75 AF
Base	4218 shares	3163.50
Carryover		655.57
Acquired by Lease	224 shares	168.00
Lease Pool Allocation	0 shares	0.00
Base Entitlement		3987.07
Consumption:		
YTD Through May 31, 2015		3990.78
Balance		(3.71)

CIC is prepared to provide the City with transfer water (up to 100 AF) at a transfer rate of \$250/AF should the City exceed the quantity of water the assigned production rights provide. This water transfer can be made after CIC has determined the City’s June 2015 consumption. The transfer of 100 AF of water would have a Water Fund impact of \$25,000. The transfer would also represent a Water Fund savings (cost avoidance) of \$42,400 because the City would be paying CIC \$475/AF instead of purchasing MWD water at a rate of \$899/AF. This overall transaction would result in a net savings to the Water Fund of \$17,400. If the City needs to purchase transfer water from CIC at fiscal year end, the Department of Public Works will seek City Council authorization for this transaction at its July 7, 2015 meeting.

Table 3 – Estimated Summary of Covina Irrigating Company Account June 2015

Item	Basis	Quantity (AF)
Supply:		
Balance as of May 31, 2015		(3.71)
Assigned Pumping Rights		359.69
Transfer Water (if needed)		100.00 *
Base Entitlement		455.98
Consumption:		
Estimated June 2015		400.00
Total		55.98
<i>* City would only purchase amount of transfer water necessary to meet demand, if any</i>		

Fiscal Year 2015-16 – Water Supply Status

Looking ahead to fiscal year 2015-16, the Department of Public Works is seeking to assemble a cost-effective water supply by emphasizing the use of CIC water (approximately 4000 AF available for purchase) at a fiscal year 2015-16 water cost of \$495/AF and minimizing the use of imported water. In fiscal year 2015-16, MWD water will cost:

Table 4 – CY 2016 Imported Water Costs (MWD Water through TVMWD)

AF Purchased	Cost (\$)/AF
Tier 1	918
Tier 2	1052
<i>* Rates shown are for calendar year 2016 (January 2016 to December 2016)</i>	

To assemble the most cost-effective water supply, the Department of Public Works recommends the City Council authorize several actions including:

- Communicate City's intent to keep 4218 shares of CIC stock for its own use in fiscal year 2015-16 (base);
- Assign City's fiscal year 2015-16 water production rights of 359.69 AF to CIC (assigned pumping rights);
- Execute leases for CIC stock in fiscal year 2015-16 from various shareholders at a cost of \$220.08. Department of Public Works estimates shareholders will lease approximately 490.50 shares (acquired by lease); and
- Communicate City's commitment to participate in CIC Lease Pool enabling City to lease shares from Lease Pool in fiscal 2015-16 (lease pool allocation).

If the City Council authorizes these actions, the fiscal year 2015-16 estimated water supply would be as follows.

Table 5 – Estimated FY 2015-16 Water Supply

Item	Basis	Quantity (AF)
Supply:		1 share = 0.75 AF
Base	4218 shares	3163.50
Assigned Pumping Rights		359.69
Acquired by Lease	490.5 shares	367.87 *
Lease Pool Allocation	0 shares	0.00 *
Base Entitlement		3891.06
<i>* actual AF depends on number of shareholders who elect to sell shares for fiscal year 2015-16</i>		

Should City consumption exceed 3891.06 AF, the CIC indicates there may be additional water available for purchase in fiscal year 2015-16 at a rate lower than imported water.

Process

If the City Council authorizes the assignment of its fiscal year 2014-15 and 2015-16 water production rights to the CIC, the attached Temporary Assignment or Lease of Water Rights forms must be executed by the City Manager and notarized, and then forwarded to the CIC for signature. Following execution, the CIC will schedule an agenda item to approve the assignments at a subsequent Main San Gabriel Basin Watermaster meeting.

If the City Council authorizes the Department of Public Works to solicit leases for fiscal year 2015-16 from shareholders, the City Manager would execute the requisite Offer Letter to Lease Covina Irrigating Stock and Lease and Order for Delivery of Water Under Lease Agreement forms with interested shareholders. A W-9 and consent form would be included and the packets mailed out on June 17, 2015. The City also needs consent from each shareholder to post their name, number of shares, and the value of the lease on the July 7, 2015 City Council meeting agenda. All forms must be returned to the City fully executed by June 30, 2015. Given the short turnaround time, the Department of Public Works contacted shareholders to inform them that the City Council would be considering the possibility of fiscal year 2015-16 leases. On July 7, 2015, the Department of Public Works would present the leases with shareholder names/amounts for payment approval by the City Council.

San Gabriel Basin Water Quality Authority Proposed Assessment

On May 20, 2015, the Board of the San Gabriel Basin Water Quality Authority adopted its fiscal year 2015-16 budget and proposed a \$10.00/AF Prescriptive Pumping Rights Assessment for fiscal year 2015-16. WQA customers, including the City were informed on the proposed

assessment in early-June. The assessment of \$10.00 is for both administrative activities and capital projects. The WQA will hold a Public Hearing to receive comments on the proposed assessment on Wednesday, August 19, 2015 at noon.

Based on the City's 473.89 AF of prescriptive pumping rights in the Main San Gabriel Basin annually, the estimated fiscal year 2015-16 cost to the City would be \$4,738.90. While the City could elect to pass this cost onto water customers, given the nominal amount, late notice of the proposed assessment, and the fact that the cost of providing notice of the public hearing to customers would be comparable to the annual assessment amount, the Department of Public Works recommends that the assessment, if approved, be funded within the departmental budget in fiscal year 2015-16.

Water Conservation

In July 2015 the Department of Public Works will present a Level 2 Water Shortage Plan for consideration by the City Council. The Plan will be based on the Water Conservation Ordinance contained in Chapter 13.06 of the Covina Municipal Code and seek City Council support for a 28 percent water conservation goal (as compared to water used in 2013) and public education campaign that aligns the City of Covina with State-mandated reductions per Governor Brown's Executive Order No. B-29-15.

EXHIBITS

- A. Fiscal Year 2014-15 Temporary Assignment or Lease of Water Rights
- B. Fiscal Year 2015-16 Temporary Assignment or Lease of Water Rights
- C. Offer Letter to Lease Covina Irrigating Company Stock
- D. Lease of Covina Irrigating Company Stock
- E. Order for Delivery of Water Under Lease Agreement
- F. Stock Assignment Instructions Fiscal Year 2015-16
- G. Lease Pool Commitment Fiscal Year 2015-16

Respectfully submitted,



Siobhan Foster, Director of Public Works
Public Works Department

TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHTS

For a valuable consideration receipt of which is hereby acknowledged, City of Covina,
(Assignor) does hereby assign and transfer to Covina Irrigating Company, (“Assignee”) commencing
2014
on July 1, _____ and terminating on June 30, **2015** the following right(s):

359.69 Acre Feet Of Production Right

adjudicated to Assignor or his predecessor in the Judgment in the case of “Upper San Gabriel Valley Municipal Water District, v. City Of Alhambra, et al, Los Angeles Superior Court No. 924128.

Said assignment is made upon condition that:

- (1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and for the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be first produced hereunder;
- (2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
- (3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

DATED: _____

ASSIGNEE

ASSIGNOR

Covina Irrigating Company
146 E. College St.
Covina, CA 91723

City of Covina
125 E. College St.
Covina, CA 91723

Signature

Signature

Name of Designee (of Assignee) to receive service of
Processes and Notices:

David De Jesus, President/CEO
146 E. College St.
Covina, CA 91723

Name of Designee (of Assignor) to receive service of
Processes and Notices:

Andrea Miller, City Manager
125 E. College St.
Covina, CA 91723

Telephone No.: **(626)332-1502**

Telephone No.: **(626)384-5410**

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Seller and a map of the service area where the water is intended to be used by the Buyer.

(I have the appropriate individual(s) or corporate attached acknowledgements completed by both Buyer and Seller as part of the transfer.)

A TRUST COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTIONS.

(To be accompanied by completed “Stipulation Re Intervention After Judgement” if Buyer is not a party to the Judgement.)

TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHTS

For a valuable consideration receipt of which is hereby acknowledged, City of Covina,
(Assignor) does hereby assign and transfer to Covina Irrigating Company, (“Assignee”) commencing
2015
on July 1, _____ and terminating on June 30, 2016 the following right(s):

359.69 Acre Feet Of Production Right

adjudicated to Assignor or his predecessor in the Judgment in the case of “Upper San Gabriel Valley Municipal Water District, v. City Of Alhambra, et al, Los Angeles Superior Court No. 924128.

Said assignment is made upon condition that:

- (1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and for the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be first produced hereunder;
- (2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
- (3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

DATED: _____

ASSIGNEE

ASSIGNOR

Covina Irrigating Company
146 E. College St.
Covina, CA 91723

City of Covina
125 E. College St.
Covina, CA 91723

Signature

Signature

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CITY OF COVINA

125 East College Street • Covina, California 91723-2199

www.covinaca.gov

June 16, 2015

Re: Temporary Lease of Covina Irrigating Company Stock in Fiscal Year 2015-16

Dear Covina Irrigating Company Stockholder:

On behalf of the City of Covina, I am contacting you regarding the temporary lease of your shares of Covina Irrigating Company stock during fiscal year 2015-16, which begins on July 1, 2015 and ends on June 30, 2016. The City of Covina is interested in leasing your shares during this time period, as lease of your shares will assist the City of Covina assemble a reliable, cost effective water supply for its customers in 2015-16.

The City of Covina is offering to lease your stock at a rate of \$220.08 per share. The City's lease terms will provide a one-time lump sum payment to you on July 30, 2015.

If you are interested in leasing your shares to the City during fiscal year 2015-16, please sign and date the enclosed "Lease," "Order for Delivery of Water Under Lease Agreement," "Consent" and W-9 forms and return the originals prior to June 30, 2015. Please retain the BLUE copy for your records. A return envelope is enclosed for your convenience.

Thank you in advance for your consideration. Please feel free to contact Kristen Weger, Management Analyst if you have any questions or the information contained in the lease documents is incorrect. Ms. Weger may be reached by telephone at (626) 384-5236 or by electronic mail at kweger@covinaca.gov.

Sincerely,

CITY OF COVINA

Andrea M. Miller
City Manager

LEASE

THIS LEASE, entered into on June 16, 2015, by and between _____ ("Lessor"), and the City of Covina ("Lessee").

IN CONSIDERATION of the terms and conditions hereinafter set forth Lessor hereby leases to the Lessee and Lessee hereby rents from Lessor, (__) share(s) of Covina Irrigating Company stock registered in the Lessor's name of _____ for the fiscal year July 1, 2015 through June 30, 2016.

Lessor agrees to execute such documents of assignment to Lessee in a form and manner which, from time to time, is required by Covina Irrigating Company.

1. The term of this Lease shall be for a period of one year, commencing July 1, 2015 and ending June 30, 2016.

2. Lessee shall pay Lessor rent: An annual sum of \$_____ determined by multiplying the number of registered shares by \$220.08 per share.

3. Lessor is responsible and liable for payment for any assessments levied on the Covina Irrigating Company shares by the Covina Irrigating Company or any other person or entity.

4. Lessee agrees not to assign, mortgage or hypothecate this Lease or any interest herein without first obtaining the written consent of Lessor.

5. Lessee agrees, at its expense, to submit all the required reports requested by Covina Irrigating Company.

6. Lessee agrees to pay Lessor all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by Lessor to recover any rent due and unpaid hereunder, or for the breach of any of the covenants and agreements contained in this Lease, whether said action progresses to judgment or not.

7. All communications, notices and demands of any kind shall be made in writing and served or sent by registered mail, postage prepaid, to the following address:

To Lessee: City of Covina
125 E. College St.
Covina, CA 91723

To Lessor:

8. It is understood and agreed that the Lessee may cure any default relating to payment of rent, within thirty (30) days after receipt of notice from Lessor. Lessor shall not commence any litigation proceedings against Lessee for the collection of rent within said thirty (30) day period.

9. This Lease shall inure to the benefit of and be binding upon the parties' heirs, successors and assigns.

10. This agreement only pertains to the use of entitled water and does not deprive Lessor of any of their stock voting rights or convey any voting rights to Lessee.

11. The Lessor's tax identification number(s) (**Social Security number or Employer Identification number**) for tax reporting by the lessee is (are) as follows:

Name

Social Security Number or EIN

LESSOR

LESSEE: City of Covina

By: _____

By: _____

Andrea Miller
City Manager

Date: _____

Date: June 16, 2015

ORDER FOR DELIVERY OF WATER UNDER LEASE AGREEMENT

TO: COVINA IRRIGATING COMPANY

COVINA IRRIGATING COMPANY is hereby instructed to deliver a volume of water represented by 10 share(s) of stock registered in the name of _____ for the year ending June 30, 2016.

Under this agreement the LESSEE agrees to guarantee payment to COVINA IRRIGATING COMPANY for all cost of water delivered (except assessments) according to the By-Laws of COVINA IRRIGATING COMPANY.

The LESSOR under this agreement guarantees payment to COVINA IRRIGATING COMPANY in the event of default by the LESSEE for all water costs and agrees that these charges shall become a lien upon the registered owner of the stock the same as though the water had been delivered to the LESSOR. With this agreement the LESSOR and the LESSEE also acknowledge that neither COVINA IRRIGATING COMPANY, nor its Board of Directors, Employees, or Affiliates have any involvement whatsoever in the lease of stock by stockholders, and assumes no liability in connection therewith except to deliver water in accordance with the Company By-Laws.

LESSOR:

LESSEE: City of Covina

By: _____

By: _____

Andrea Miller
City Manager

Date: _____

Date: June 16, 2015

COVINA IRRIGATING COMPANY

146 E. College St. P.O. Box 306 Covina, Calif. 91723
(626) 332-1502 (626) 967-5942 Fax

City of Covina
125 E. College St.
Covina, CA 91723

May 19, 2015

Record Holder :
City of Covina

Holder of 4214.00 share(s) of stock.

Stock Assignment Instructions 2015/2016

I, as the Record Holder or Trustee of Covina Irrigating Company Stock, for the fiscal year mentioned above, have chosen to place my shares as follows

1. I would like to place my share(s) in the Lease Pool. Please Check Box
* Lease Pool will be payed out at \$220.08 per share.

2. I would like to keep my share(s) for my own use. Please Check Box

3. I have leased my share(s) to _____
and you will receive a copy of the Lease Agreement from the above named company, prior to the
deadline date listed below

The following is a list of companies who may be interested in leasing your shares:

- Canyon Water Company
- City of Covina
- Suburban Water Systems
- Valencia Heights Water Company

NOTE: If this notice or other written instructions with respect to the use of your share(s) has not been received by Covina Irrigating Company prior to the deadline date listed below, your share(s) will automatically be placed in the Lease Pool.

Please complete, sign and return this form **NO LATER THAN JUNE 30, 2015.**
Thank you for your cooperation.

Signature of Record Holder or Trustee

Date

COVINA IRRIGATING COMPANY

146 E. College St. P.O. Box 306 Covina, Calif. 91723
(626) 332-1502 (626) 967-5942 Fax

City of Covina
125 E. College St.
Covina, CA 91723

May 19, 2015

Record Holder :
City of Covina

Lease Pool Commitment 2015/2016

Every year based on the percentage of right obtained, you are allocated a portion of the Lease Pool. To help facilitate both the billing and disbursements of the Lease Pool, we would like you to indicate your intent to **commit** or **not to commit** to your allocated amount.

Please note that if you elect not to commit to the Lease Pool, then it should be understood that you also give up the right to request any of it at a later date.

Lease Pool allocations will be billed at \$220.08 per share.

Please check box below indicating your intentions.

Yes, we will commit to our allocated amount of the Lease Pool.
Billing Date - July 2015 & January 2016

No, we do not wish to commit to our allocated amount of the Lease Pool.

Please complete, sign and return this form **NO LATER THAN JUNE 30, 2015.**

Thank you for your cooperation.

Signature of Authorized Agent

Date



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 9

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE Memorandum of Understanding with Charter Oak Unified School District for a School Resource Officer for 2015-2016 school year.

STAFF RECOMMENDATION

Approve Memorandum of Understanding with Charter Oak Unified School District for a School Resource Officer for the 2015-2016 school year and authorize the City Manager and Chief of Police to execute.

FISCAL IMPACT

The City of Covina Police Department 2015-2016 budget includes this position under account number 1010 PP40 50010. The District reimburses the City on an hour for hour basis under account number 1010 PP40 42500.

BACKGROUND

The Charter Oak Unified School District has requested the continuation of the School Resource Officer Program at Charter Oak High School for the upcoming school year. This will be the twenty-first year an officer has been assigned to Charter Oak High School. Administrators report that this program continues to be highly successful and is instrumental in ensuring campus safety.

This program will continue our partnership with the school, which improves safety on campus and provides a forum for positive interaction between the police and the students. This program provides for an officer at the school full time during the school year. The officer is redeployed to police department duties during school breaks. In the past, Council approved, through the budget process, the staffing of a School Resource Officer at Charter Oak.

EXHIBITS

A. Memorandum of Understanding, including Police Department's School Resource Officer Policy (GM#235).

Respectfully submitted

Kim J. Raney, Chief of Police
Police Department

MEMORANDUM OF UNDERSTANDING

Between

CITY OF COVINA AND CHARTER OAK UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by the City of Covina (City) and Charter Oak Unified School District (District) for the purpose of providing a School Resource Officer (SRO) to Charter Oak High School, commencing on August 13, 2015. This MOU will not extend beyond May 26, 2016.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Charter Oak High School to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal or his/her staff designate within the parameters of Police Department General Memo #235. A copy of this memo is attached. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO will remain an employee of Covina Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO. Covina Police Department will pay the SRO's salary (including benefits). The District will be billed 100% of the assigned officer's actual wage, plus benefits, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform, however, will work on occasion in plain clothes. The SRO will work four (4) days a week, ten (10) hours a day, and will be assigned to the Charter Oak High School campus. The SRO will coordinate all of his activities with the Principal and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the school.

While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

The District agrees to protect, hold harmless, defend, and indemnify the City, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with performance of the MOU.

The City agrees to protect, hold harmless, defend, and indemnify the District, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or

damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

I have read and understand this Memorandum of Understanding and the information contained in General Memo #235.

CITY OF COVINA
DISTRICT

CHARTER OAK UNIFIED SCHOOL

Andrea M. Miller
City Manager

Dr. Mike Hendricks
District Superintendent

Date _____

Date _____

Kim Raney
Chief of Police

Robert J. Cruz
President, Governing Board

Date _____

Date _____

General Memorandum

Number: 235 (amended)

Date: June 24, 2002

Subject: School Resource Officer Program (SRO)

Purpose: To establish an atmosphere of communication and cooperation between Charter Oak Unified School District, Azusa Unified School District, Covina-Valley Unified School District and the Covina Police Department.

General Provisions:

The SRO will work in a proactive role with students to counsel and advise them on important student-police issues, as well as working on campus on a daily basis in order to reduce and prevent criminal activity.

SRO Program Goals

- A. To support a partnership between the police and schools to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding between the police and students to bridge support between both.
- C. To balance enforcement needs and create support and confidence in the police department between school staff and students.

SRO Program Implementation

- A. The SRO Program was implemented February 1, 1994 in the Charter Oak Unified School District. On September 2, 1997, this program was expanded to include Gladstone High School of the Azusa Unified School District. Effective September 3, 2002, this program will be expanded to include Covina-Valley Unified School District. The SRO Program will remain in effect indefinitely. The officers selected for duty as a SRO will remain in patrol and receive an additional 5% Special Assignment Pay Bonus. The SRO's will report to the Day Shift Watch Commander.

SRO Assignment

- A. The SRO's will work primarily Monday-Thursday or Tuesday-Friday from 0700-1700 hours. This schedule remains flexible according to need, but is expected at minimum that the SRO's will periodically adjust their schedule to ensure our presence on the fifth weekday.
- B. Minimum staffing will not be affected by this assignment, and overtime will only be used as necessary to ensure proper coverage.
- C. Clothing will be either police uniform and plain clothes, depending on the schedule for the day.

SRO Duties and Responsibilities

- A. Act as an effective liaison between the schools and the Covina Police Department.
- B. Maintain a high visibility presence in order to deter crime and allow easy availability for students who wish to make contact.
- C. Act as counselor and advisor to students who are in need of guidance.
- D. Teach short courses for students in areas such as explanation of law, police procedures, drug abuse and family violence.
- E. Conduct workshops for teachers in areas such as gang awareness, drug usage, and juvenile law.
- F. Address school assemblies and be involved in programs of an educational nature.
- G. Take action to apprehend persons responsible when criminal activity occurs on campus.
- H. Assist in and attend meetings of the School Attendance Review Board (S.A.R.B.).
- I. To provide innovative programs to enhance support and cooperation with the school in a mutual effort to create a better school environment.
- J. Officers are expected to adjust their schedules, from time to time, for assignments at schools sports events.



Kim Raney, Chief of Police

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 10

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE Memorandum of Understanding with Covina-Valley Unified School District for a School Resource Officer for 2015-2016 school year.

STAFF RECOMMENDATION

Approve Memorandum of Understanding with Covina-Valley Unified School District for a School Resource Officer for the 2015-2016 school year and authorize the City Manager and Chief of Police to execute.

FISCAL IMPACT

The City of Covina Police Department 2015-2016 budget includes this position under account number 1010 PP40 50010. The District reimburses the City on an hour for hour basis under account number 1010 PP40 42500.

BACKGROUND

The Covina-Valley Unified School District has requested the continuation of the School Resource Officer Program at Northview and Covina High Schools for the upcoming school year. This will be the fourteenth year an officer has been assigned to these campuses. Administrators report that this program continues to be highly successful and is instrumental in ensuring campus safety.

The SRO program at these two schools will continue our partnership with the schools, which improves safety on the campuses and provides a forum for positive interaction between the police and the students. This program provides an officer, shared between the two schools, full time during the school year. The officer is redeployed to police department duties during school breaks.

EXHIBITS

A. Memorandum of Understanding, including Police Department's School Resource Officer Policy (GM#235).

Respectfully submitted

Kim J. Raney, Chief of Police
Police Department

MEMORANDUM OF UNDERSTANDING

Between

CITY OF COVINA AND COVINA-VALLEY UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by the City of Covina (City) and Covina-Valley Unified School District (District) for the purpose of providing a School Resource Officer (SRO) to Covina High School and Northview High School, commencing on August 24, 2015. This MOU will not extend beyond June 9, 2016.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Covina High School and Northview High School to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal or his/her staff designate within the parameters of Police Department General Memo #235. A copy of this memo is attached. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO will remain an employee of Covina Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO. Covina Police Department will pay the SRO's salary (including benefits). The District will be billed 100% of the assigned officer's actual wage, plus benefits, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform, however, will work on occasion in plain clothes. The SRO will work four (4) days a week, ten (10) hours a day, and will be assigned to the Covina High School and Northview High School campuses. The SRO will coordinate all of his activities with the Principals and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the schools.

While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

The District agrees to protect, hold harmless, defend, and indemnify the City, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with performance of the MOU.

The City agrees to protect, hold harmless, defend, and indemnify the District, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or

damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

I have read and understand this Memorandum of Understanding and the information contained in General Memo #235.

CITY OF COVINA

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

Andrea M. Miller
City Manager

Dt. Richard Sheehan
District Superintendent

Date _____

Date _____

Kim Raney
Chief of Police

Darrell A. Myrick
President, Governing Board

Date _____

Date _____

General Memorandum

Number: 235 (amended)

Date: June 24, 2002

Subject: School Resource Officer Program (SRO)

Purpose: To establish an atmosphere of communication and cooperation between Charter Oak Unified School District, Azusa Unified School District, Covina-Valley Unified School District and the Covina Police Department.

General Provisions:

The SRO will work in a proactive role with students to counsel and advise them on important student-police issues, as well as working on campus on a daily basis in order to reduce and prevent criminal activity.

SRO Program Goals

- A. To support a partnership between the police and schools to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding between the police and students to bridge support between both.
- C. To balance enforcement needs and create support and confidence in the police department between school staff and students.

SRO Program Implementation

- A. The SRO Program was implemented February 1, 1994 in the Charter Oak Unified School District. On September 2, 1997, this program was expanded to include Gladstone High School of the Azusa Unified School District. Effective September 3, 2002, this program will be expanded to include Covina-Valley Unified School District. The SRO Program will remain in effect indefinitely. The officers selected for duty as a SRO will remain in patrol and receive an additional 5% Special Assignment Pay Bonus. The SRO's will report to the Day Shift Watch Commander.

SRO Assignment

- A. The SRO's will work primarily Monday-Thursday or Tuesday-Friday from 0700-1700 hours. This schedule remains flexible according to need, but is expected at minimum that the SRO's will periodically adjust their schedule to ensure our presence on the fifth weekday.
- B. Minimum staffing will not be affected by this assignment, and overtime will only be used as necessary to ensure proper coverage.
- C. Clothing will be either police uniform and plain clothes, depending on the schedule for the day.

SRO Duties and Responsibilities

- A. Act as an effective liaison between the schools and the Covina Police Department.
- B. Maintain a high visibility presence in order to deter crime and allow easy availability for students who wish to make contact.
- C. Act as counselor and advisor to students who are in need of guidance.
- D. Teach short courses for students in areas such as explanation of law, police procedures, drug abuse and family violence.
- E. Conduct workshops for teachers in areas such as gang awareness, drug usage, and juvenile law.
- F. Address school assemblies and be involved in programs of an educational nature.
- G. Take action to apprehend persons responsible when criminal activity occurs on campus.
- H. Assist in and attend meetings of the School Attendance Review Board (S.A.R.B.).
- I. To provide innovative programs to enhance support and cooperation with the school in a mutual effort to create a better school environment.
- J. Officers are expected to adjust their schedules, from time to time, for assignments at schools sports events.



Kim Raney, Chief of Police

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 11

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE Memorandum of Understanding with Azusa Unified School District for a School Resource Officer for 2015-2016 school year.

STAFF RECOMMENDATION

Approve Memorandum of Understanding with Azusa Unified School District for a School Resource Officer for the 2015-2016 school year and authorize the City Manager and Chief of Police to execute.

FISCAL IMPACT

The City of Covina Police Department 2015-2016 budget includes this position under account number 1010 PP40 50010. The District reimburses the City on an hour for hour basis under account number 1010 PP40 42500.

BACKGROUND

The Azusa Unified School District has requested the continuation of the School Resource Officer Program at Gladstone High School for the upcoming school year. This will be the seventeenth year an officer has been assigned to Gladstone High School. Administrators report that this program continues to be highly successful and is instrumental in ensuring campus safety.

This program will continue our partnership with the school, which improves safety on campus and provides a forum for positive interaction between the police and the students. This program provides for an officer at the school full time during the school year. The officer is redeployed to police department duties during school breaks. In the past, Council approved, through the budget process, the staffing of a School Resource Officer at Gladstone.

EXHIBITS

A. Memorandum of Understanding, including Police Department's School Resource Officer Policy (GM#235).

Respectfully submitted

A handwritten signature in black ink, appearing to read "Kim J. Raney".

Kim J. Raney, Chief of Police
Police Department

MEMORANDUM OF UNDERSTANDING

Between

CITY OF COVINA AND AZUSA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by the City of Covina (City) and Azusa Unified School District (District) for the purpose of providing a School Resource Officer (SRO) to Gladstone High School, commencing on August 18, 2015. This MOU will not extend beyond June 3, 2016.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Gladstone High School to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal or his/her staff designate within the parameters of Police Department General Memo #235. A copy of this memo is attached. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO will remain an employee of Covina Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO. Covina Police Department will pay the SRO's salary (including benefits). The District will be billed 100% of the assigned officer's actual wage, plus benefits, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform; however, will work on occasion in plain clothes. The SRO will work four (4) days a week, ten (10) hours a day, and will be assigned to the Gladstone High School campus. The SRO will coordinate all of his activities with the Principal and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the school.

While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

The District agrees to protect, hold harmless, defend, and indemnify the City, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with performance of the MOU.

The City agrees to protect, hold harmless, defend, and indemnify the District, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or

damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

I have read and understand this Memorandum of Understanding and the information contained in General Memo #235.

CITY OF COVINA

AZUSA UNIFIED SCHOOL DISTRICT

Andrea M. Miller
City Manager

Linda Kaminski
District Superintendent

Date _____

Date _____

Kim Raney
Chief of Police

Yolanda Rodriguez-Pena
President, Governing Board

Date _____

Date _____

General Memorandum

Number: 235 (amended)

Date: June 24, 2002

Subject: School Resource Officer Program (SRO)

Purpose: To establish an atmosphere of communication and cooperation between Charter Oak Unified School District, Azusa Unified School District, Covina-Valley Unified School District and the Covina Police Department.

General Provisions:

The SRO will work in a proactive role with students to counsel and advise them on important student-police issues, as well as working on campus on a daily basis in order to reduce and prevent criminal activity.

SRO Program Goals

- A. To support a partnership between the police and schools to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding between the police and students to bridge support between both.
- C. To balance enforcement needs and create support and confidence in the police department between school staff and students.

SRO Program Implementation

- A. The SRO Program was implemented February 1, 1994 in the Charter Oak Unified School District. On September 2, 1997, this program was expanded to include Gladstone High School of the Azusa Unified School District. Effective September 3, 2002, this program will be expanded to include Covina-Valley Unified School District. The SRO Program will remain in effect indefinitely. The officers selected for duty as a SRO will remain in patrol and receive an additional 5% Special Assignment Pay Bonus. The SRO's will report to the Day Shift Watch Commander.

SRO Assignment

- A. The SRO's will work primarily Monday-Thursday or Tuesday-Friday from 0700-1700 hours. This schedule remains flexible according to need, but is expected at minimum that the SRO's will periodically adjust their schedule to ensure our presence on the fifth weekday.
- B. Minimum staffing will not be affected by this assignment, and overtime will only be used as necessary to ensure proper coverage.
- C. Clothing will be either police uniform and plain clothes, depending on the schedule for the day.

SRO Duties and Responsibilities

- A. Act as an effective liaison between the schools and the Covina Police Department.
- B. Maintain a high visibility presence in order to deter crime and allow easy availability for students who wish to make contact.
- C. Act as counselor and advisor to students who are in need of guidance.
- D. Teach short courses for students in areas such as explanation of law, police procedures, drug abuse and family violence.
- E. Conduct workshops for teachers in areas such as gang awareness, drug usage, and juvenile law.
- F. Address school assemblies and be involved in programs of an educational nature.
- G. Take action to apprehend persons responsible when criminal activity occurs on campus.
- H. Assist in and attend meetings of the School Attendance Review Board (S.A.R.B.).
- I. To provide innovative programs to enhance support and cooperation with the school in a mutual effort to create a better school environment.
- J. Officers are expected to adjust their schedules, from time to time, for assignments at schools sports events.



Kim Raney, Chief of Police

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 12

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE Resolution of the City Council of the City of Covina, County of Los Angeles, State of California, to accept grant funding from the State of California, Department of Alcoholic Beverage Control Grant Assistance Program for education, enforcement and evaluation of ABC license holders within the City of Covina.

STAFF RECOMMENDATION

1. Adopt **Resolution No. 15-7361** to accept grant funding from the Department of Alcoholic Beverage Control Grant Assistance Program.
2. Adopt **Resolution No. 15-7362** which authorizes an increase to the Police Department 2015-2016 budget in the amount of \$76,816.
3. Authorize the City Manager or her designee to execute the grant documents on behalf of the City of Covina.

FISCAL IMPACT

There is no additional appropriation needed from the general fund; however, the adoption of this resolution will increase the Police Department's expenditure account 22301130 50030 ABC by \$76,816 and the revenue account 22301130 42190 ABC by \$76,816 which is the amount allocated for the City of Covina Police Department.

BACKGROUND

On May 19, 2015, the Covina Police Department received notification that our application for grant funds from the Department of Alcoholic Beverage Control had been approved in the amount of \$76,816. The goal of the grant funded program is to gain compliance with ABC license holders and reduce alcohol related crime, including driving under the influence; and to reduce the increased incidents at ABC licensed establishments with the City of Covina.

EXHIBITS

- A. Copy of confirmation letter dated May 19, 2015
- B. Resolution No. 15-7361
- C. Resolution No. 15-7362

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kim J. Raney". The signature is fluid and cursive, with the first name "Kim" and last name "Raney" clearly distinguishable.

Kim J. Raney, Chief of Police
Police Department

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500



May 19, 2015

15 MAY 26 7:0

Chief Kim Raney
Covina Police Department
444 N. Citrus Avenue
Covina, CA 91723

Dear Chief Raney:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control to receive funding for your 2015/2016 GAP grant proposal in the amount of \$76,816. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant contract will be forthcoming within the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. **Due to the fact that these resolutions have to be put on your governing body's calendar, we ask that you do this as soon as possible.**

We are planning a two and a half-day training conference July 7-9, 2015, at the Embassy Suites Monterey Bay – Seaside. The conference can accommodate two attendees from each agency and it is recommended that your Project Director and the officer assigned to the grant program attend.

This conference will offer valuable training in alcohol enforcement and will also be an excellent opportunity for the officers and deputies from your agency to meet and share information with others. Attendees are encouraged to utilize a pre-registration session on Monday, July 6, from 4:00 – 5:00 p.m. in order to expedite the registration on the next day.

A block of rooms at a special conference rate of \$176.00 plus tax has been reserved for grant agency participants.¹ **PLEASE NOTE THAT ATTENDEES MUST MAKE RESERVATIONS BY THE HOTEL'S DEADLINE OF JUNE 12, 2015**, to guarantee the special room rate or availability. There will be a \$225.00 registration fee per person for the

¹ Based on the State regulations we are unable to reimburse those agencies that are within a 50 mile radius from the Embassy Suites Monterey Bay - Seaside. The distance is based on the agency's physical headquarters address. Agency(s) that fall in this category is: **Capitola Police Department**. Travel reimbursable costs for the aforementioned agency(s) will be limited to the registration fee only.

May 19, 2015
Page 2

training that is reimbursable through the grant. Space at the hotel is limited and late registrants may be referred to nearby hotels.

Participants must contact the Embassy Suites Hotel **directly** to make reservations. Below are two options:

1. Online – <https://resweb.passkey.com/go/DepartmentofABC>. *This link is specific to the Alcoholic Beverage Control GAP Conference*, or
2. Call – (831) 393-1115 main desk at Embassy Suites Monterey Bay – Seaside, or 1-800-EMBASSY (800-362-2779) and ask for the **ABC Grant Assistance Program** discount rate.

Due to the short time frame for registering at the hotel, your prompt attention is appreciated. The special room rate will only be available until June 12, 2015, or until the group block is sold out, whichever comes first. We have also enclosed a conference registration form to be filled out and returned using the same time frame.

If you have any questions, please call Grant Coordinator Suzanne Pascual at (916) 419-2572.

Sincerely,


For Timothy Gorsuch
Director

Enclosure

Cc: Sergeant Mike Robison, Project Director

RESOLUTION NO. 15-7361

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO ACCEPT GRANT FUNDING FROM THE STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM FOR EDUCATION, ENFORCEMENT AND EVALUATION OF ABC LICENSE HOLDERS WITHIN THE CITY OF COVINA

WHEREAS, Covina Police Department desires to undertake a certain project designated as ABC Enforcement Grant to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Covina is authorized to execute the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

PASSED, APPROVED AND ADOPTED this 16th day in June, 2015.

John C. King, Mayor

ATTEST:

Interim Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION

I, Evelyn Leach, Interim Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-7361 was adopted by the Covina City Council at a regular meeting thereof held this 16th day of June 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Evelyn Leach
Interim Chief Deputy City Clerk

RESOLUTION NO. 15-7362

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO AMEND THE 2015/2016 POLICE DEPARTMENT BUDGET BY \$76,816 RESULTING FROM A GRANT AWARD BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM.

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, the City of Covina was awarded the Department of Alcoholic Beverage Control grant in the amount of \$76,816 on May 19, 2015; and

WHEREAS, accepting this award will increase the Police Department’s appropriation and revenue accounts by the same amount; and

WHEREAS, the reallocation of appropriations may be made by the City Manager, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Covina, as follows:

SECTION 1. Amend the fiscal year 2015-2016 Police Department Budget as follows:

Expenditure accounts	22301130 50030 ABC	\$76,816
Revenue account	22301130 42190 ABC	\$76,816

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 16th day of June 2015.

John C. King, Mayor

ATTEST:

Interim Chief Deputy City Clerk

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Evelyn Leach, Interim Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-7362 was adopted by the Covina City Council at a regular meeting thereof held this 16th day of June 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Evelyn Leach
Interim Chief Deputy City Clerk



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 13

STAFF SOURCE Debbie Pacheco, Acting Finance Director
Tricia Cole, Finance Manager

ITEM TITLE Write-off of Uncollectible Accounts Receivable and Unclaimed Property

STAFF RECOMMENDATION

Approve recognition of revenue in the General Fund in the amount of \$1,474.24 (less all approved claims) for unclaimed items. Approve write-off of delinquent accounts in the amount of \$47,013.22

FISCAL IMPACT

Revenues for Unclaimed Property up to the amount of \$1,474.24 will be recognized in the General Fund Other Revenue Account 10100000-48990. Delinquent water accounts in the amount of \$45,874.10 will be written off against the allowance accounts as follows: Water Utility Enterprise Fund (6010) \$39,251.76, Water Capital Improvement Fund (6011) \$1,616.37 and \$5,005.97 in the General Fund (1010) for Utility Users tax receivables. Business license accounts in the amount of \$1,139.12 will be written off against the allowance account in the General Fund (1010) \$1,123.12 and in the Environmental Services Fund (6200) \$16.00.

BACKGROUND

Section 50050 of the Government Code states that moneys with an individual amount of \$15 or more, that remained unclaimed after the expiration of the three-year period become the property of the local agency provided a notice is published by the City Treasurer once a week for two successive weeks in a newspaper of general circulation. As of April 27th the City held a total amount of \$950.42 subject to this requirement. Notice has been published between the period of April 27th and June 10th. All claims received by the filing deadline of June 10th have been or are currently in process. Amounts subject to Government Code Section 50050 totaling \$950.42 (less all valid claims), may now be recognized as revenue in the General Fund of the City.

Stale-Dated Checks and Refunds:

Pursuant to Section 50055 of the Government Code, any individual amount of less than \$15, which remains unclaimed for a period of one year, may be transferred by the City's legislative body to the General Fund without public notice in a newspaper. The City's general ledger shows stale-dated checks with an individual amount of less than \$15 that are twelve months or older, totaling \$92.32, and other deposits and refunds totaling \$431.50. Total items subject to Section 50055 of the Government Code total \$523.82.

Uncollectible Accounts Receivable:

The City of Covina annually writes off certain delinquent water, business license and miscellaneous receivables deemed to be uncollectible. Good accounting practice requires a regular review of its accounts receivable and a periodic determination of which accounts are deemed “uncollectible” so that the City's assets are not overstated. While the best practice is to write off uncollectible accounts annually, having an error-free set of data is even more critical.

The water accounts are primarily closing bills for customers who moved out without paying their final bill as well as handful of accounts in which the amounts owed are in dispute. All unpaid bills have been turned over to the collection agency and although collection efforts will continue, these balances are deemed uncollectable and require write-off from the City’s general ledger. Staff has worked diligently with our billing service provider to verify the data is accurate prior to presenting to Council.

All business license accounts are inactive accounts for businesses that failed to pay the full amount of tax and fees and the business is now closed. These bills are for licenses issued for the calendar years of 2009 through 2013. All unpaid bills have been turned over or are in the process of being forwarded to the collection agency and collection efforts will continue.

EXHIBITS

- A. Proposed Write Offs
- B. Unclaimed Property

Respectfully submitted



Debbie Pacheco, Acting Finance Director
Finance

CITY OF COVINA
PROPOSED WRITE OFF OF ACCOUNTS RECEIVABLE

UTILITY BILLING WATER ACCOUNTS		Water Enterprise Funds		General Fund		Total
ACCOUNT ID	CUSTOMER	Water	CIP	UUT	1010	
		6010	6011			
1010009374	Access Granted Reality	87.78	8.47	11.90		108.15
1010008886	Apex Reo Group	186.67	15.75	10.96		213.38
1010008886	Apex Reo Group	235.13	15.32	-		250.45
1010002886	Arby'S 284 Shuai Shuai Int'L	332.60	33.92	29.62		396.14
1010008880	Arroyo Real Partners Llc/Carinos Rest.	-	5.92	-		5.92
1010008880	Arroyo Real Partners Llc/Carinos Rest.	241.80	-	-		241.80
1010003467	Assured Home Healthcare, Inc.	330.30	29.13	32.29		391.72
1010003469	Assured Home Healthcare, Inc.	1,316.72	28.36	59.57		1,404.65
1010012021	Central Mortgage Llc	55.23	4.49	8.38		68.10
1010011900	Clearinghouse Cdfi	332.48	6.69	19.45		358.62
1010010199	Cole Mt West Covina	82.15	3.13	15.72		101.00
1010011911	Cole Mt West Covina	394.18	88.97	24.76		507.91
1010011911	Cole Mt West Covina	266.22	38.34	18.45		323.01
1010003384	Empire Direct Lenders	342.35	32.26	25.60		400.21
1010010281	Extra Care	47.24	-	-		47.24
1010006056	George Weseloh	401.26	138.88	55.73		595.87
1010008675	Wedgewood Community	778.40	-	67.15		845.55
1010005099	A Garibay	343.00	7.37	38.41		388.78
1010009387	Albert Estepa	170.59	9.23	160.54		340.36
1010009450	Ali Vejdandoost	182.28	19.93	18.32		220.53
1010009256	Amber Dacumos	656.94	1.78	36.83		695.55
1010010028	Anastacio Zuniga-Madriral	22.88	4.66	11.25		38.79
1010009839	Andrew Salcedo	45.05	6.60	21.80		73.45
1010011167	April Lindsay	-	3.50	5.01		8.51
1010001969	Ariane Govea	-	-	9.70		9.70
1010011145	Ariel Robinson	630.99	19.73	22.15		672.87
1010000736	Art Zambrano	912.68	4.23	52.03		968.94
1010003493	Arthur Lewis	333.18	16.85	90.96		440.99
1010010165	Arturo Pena	-	-	8.83		8.83
1010010572	Avelina Villicana	80.19	5.00	30.29		115.48
1010010219	Barbara Campos	89.26	-	-		89.26
1010007896	Bill Biegel	202.03	2.20	-		204.23
1010006179	Bobbi Linderman	437.90	34.97	27.10		499.97
1010010536	Brandy Parslow	0.32	-	-		0.32
1010009021	Brandy Symeon	890.43	6.69	53.00		950.12
1010003450	Brenda Marteney	15.08	5.33	6.03		26.44

UTILITY BILLING WATER ACCOUNTS		Water Enterprise Funds		General Fund	
ACCOUNT ID	CUSTOMER	Water 6010	CIP 6011	UUT 1010	Total
1010002640	Brent Padgett	732.75	7.96	85.05	825.76
1010007062	Bruce Mulhearn	100.56	-	-	100.56
1010007062	Bruce Mulhearn	47.18	5.94	3.19	56.31
1010008102	Bruce Mulhearn	324.02	11.87	20.15	356.04
1010008103	Bruce Mulhearn	116.39	30.38	8.81	155.58
1010011704	Bruce Tarlowe	37.88	3.73	16.68	58.29
1010007778	Carlos Gallegos	481.37	29.48	-	510.85
1010008988	Carol Purvis	166.95	17.70	14.84	199.49
1010003619	Celeste Rodgers	79.94	2.37	17.91	100.22
1010008625	Chiang Chiping	-	-	5.78	5.78
1010010323	Chong Han	21.87	4.49	11.71	38.07
1010009273	Chris Rivera	128.62	4.06	16.10	148.78
1010004967	Christine Kilpatrick	116.95	4.23	26.20	147.38
1010011745	Christy Flores	474.94	4.74	32.86	512.54
1010000063	D.B. Starns	58.24	4.24	3.75	66.23
1010001840	Danielle Valdez	16.05	6.69	-	22.74
1010008751	Danny De La Torre	220.92	11.94	24.72	257.58
1010010161	Elizabeth Kingsbury	209.90	5.33	75.66	290.89
1010001120	Ely Aguilar	1,524.56	6.60	146.96	1,678.12
1010002500	Emelda Sadler	24.61	6.69	10.58	41.88
1010010853	Erlinda Hernandez	48.73	9.06	8.01	65.80
1010003083	Fidel Sandoval	1,345.61	1.52	84.16	1,431.29
1010007290	Francisco De Anda	160.80	6.35	9.59	176.74
1010010672	Franky Torres	359.50	13.38	21.56	394.44
1010004790	Gary Zaprzalka	524.11	-	51.34	575.45
1010000780	Gene Celaya	185.79	6.86	39.08	231.73
1010004361	George Branham	220.79	6.60	8.71	236.10
1010004779	Gerry Miranda	55.74	-	-	55.74
1010010422	Gilbert Banda	142.37	5.84	62.53	210.74
1010006764	Giselle Armond	126.35	6.60	-	132.95
1010012023	Guadalupe Cortez	36.40	8.05	-	44.45
1010008009	Harold Mosley	538.04	25.23	50.85	614.12
1010011874	Imelda Rodriguez	170.46	8.38	8.94	187.78
1010009530	Jacqueline Castro	222.61	5.17	93.45	321.23
1010005015	James Kimbrell	295.98	12.70	-	308.68
1010000455	James Prior	41.13	1.69	2.57	45.39
1010005102	James Privitera	367.75	31.59	25.02	424.36
1010010744	Janell Ahrez	10.71	3.39	19.74	33.84
1010008287	Jeff Navidi	1.26	12.72	24.05	38.03
1010010920	Jennifer Aguilar	132.75	3.47	30.38	166.60
1010002010	Jessica Ulloa	549.09	4.57	-	553.66

UTILITY BILLING WATER ACCOUNTS		Water Enterprise Funds		General Fund	
ACCOUNT ID	CUSTOMER	Water	CIP	UUT	Total
		6010	6011	1010	
1010000297	Joan Markwick	61.31	1.95	8.84	72.10
1010002664	Joe Najera	640.90	11.35	55.28	707.53
1010011593	Joey Cortez	50.64	4.57	19.22	74.43
1010002802	John Barrows	168.35	8.72	27.57	204.64
1010001523	Juan Diaz	25.50	-	-	25.50
1010011686	Juancarlos Lopez	77.03	6.77	7.99	91.79
1010006545	Judi Costello	103.11	22.78	16.08	141.97
1010011859	Justin Thornell	253.05	4.32	17.03	274.40
1010008942	Karina Del Pozzo	181.49	15.32	37.07	233.88
1010005364	Kat Antal	403.13	-	58.47	461.60
1010011029	Kathleen Herbage	-	-	3.75	3.75
1010011004	Kathy Barbata	153.62	4.15	26.20	183.97
1010011278	Kevin Logan	268.29	4.66	18.19	291.14
1010010082	Kourosh Roughanizaeheh	-	5.35	22.83	28.18
1010010549	Kristin Goossens	77.34	2.71	166.78	246.83
1010009669	Laura Beltran	-	-	66.73	66.73
1010011147	Lenee Uribe	239.94	6.18	72.78	318.90
1010007220	Linda Ruth	206.17	4.32	52.06	262.55
1010009340	Lisa Frank	413.26	5.59	39.75	458.60
1010003015	Lisa Montes	82.82	6.69	5.81	95.32
1010005235	M Keys	382.24	33.10	22.14	437.48
1010011893	Manuel Tenorio	128.94	6.35	13.05	148.34
1010006425	Marco Rivero	739.28	4.32	72.59	816.19
1010009724	Maria Molina	293.21	5.42	62.21	360.84
1010010330	Maria Olredo	80.73	2.71	6.97	90.41
1010008722	Maria Sosa	25.63	5.59	11.47	42.69
1010000595	Mario Mejia	1,050.07	35.89	54.52	1,140.48
1010008807	Marjorie Ferrer	47.93	5.09	12.78	65.80
1010008386	Mark Blakey	751.93	103.46	-	855.39
1010001102	Mark Ramirez	70.52	6.69	41.34	118.55
1010008119	Matthew Erramouspe	150.53	11.87	31.41	193.81
1010010511	Melanie Luna	10.31	-	-	10.31
1010011876	Meline Juarez	-	-	4.71	4.71
1010002088	Melody Perez	-	0.57	-	0.57
1010010901	Michael Hsu	259.47	16.54	-	276.01
1010009337	Michael Kelley	143.27	2.71	11.05	157.03
1010010960	Michael Velasquez	281.52	6.94	104.57	393.03
1010004046	Moises Gallardo	44.69	2.79	2.85	50.33
1010005913	Monica Ford	71.91	7.62	36.70	116.23
1010005206	Mr Nordquest	127.94	4.15	12.17	144.26
1010000086	Nelly Garmendia	236.71	-	7.77	244.48

UTILITY BILLING WATER ACCOUNTS		Water Enterprise Funds		General Fund	
ACCOUNT ID	CUSTOMER	Water 6010	CIP 6011	UJT 1010	Total
1010009936	Ofelia Cortez	7.47	10.18	42.19	59.84
1010011623	Patricia Hernandez	-	-	5.44	5.44
1010008648	Paul Argueta	-	-	26.20	26.20
1010008156	Paul Ballow	269.34	-	16.16	285.50
1010006070	Rene Zepeda	108.01	-	21.48	129.49
1010009522	Richard Lewis	5.00	3.73	13.38	22.11
1010008225	Richard Tarango	161.50	8.06	10.18	179.74
1010000510	Rita Jauregui	296.96	4.06	48.94	349.96
1010002098	Robert Burrola	1,404.42	3.05	143.50	1,550.97
1010011628	Rodney Sutton	254.85	8.64	26.32	289.81
1010010999	Rogelio Hernandez	234.25	3.64	24.36	262.25
1010003871	Roger Beatty	311.11	6.69	24.70	342.50
1010001813	Rosa Rodriguez	698.56	4.57	45.08	748.21
1010008770	Rosemary Saldana	19.75	5.25	6.30	31.30
1010009134	Roxana Solis	64.04	12.30	21.42	97.76
1010003637	Russell Silbaugh	32.88	-	5.28	38.16
1010011527	Salvador Vila	320.83	12.62	38.56	372.01
1010008258	Salvatore Capek	16.71	8.70	5.95	31.36
1010009396	Sergio Silva	59.03	4.23	33.83	97.09
1010010152	Sharon Fracul	285.35	18.02	176.09	479.46
1010010067	Sokchea Ing	104.83	7.87	-	112.70
1010001417	Stacey Gonzalez	47.15	3.72	7.85	58.72
1010008011	Tamara Espejo	114.67	23.11	13.67	151.45
1010008630	Thomas Minter	-	8.78	-	8.78
1010003181	Thomas Murrillo	-	1.60	6.38	7.98
1010001374	Thomas Tweed	70.96	6.69	8.50	86.15
1010004460	Tom Garcia	90.45	5.08	97.01	192.54
1010003229	Tony Jensen	1,585.82	62.33	686.61	2,334.76
1010008511	Valena Childs	340.73	12.79	26.01	379.53
1010002017	Wilfredo Gomez	192.51	6.35	-	198.86
1010005084	Wm Applegate	99.88	8.90	10.97	119.75
1010001454	Yadira Valenzuela	2,471.53	24.47	114.36	2,610.36
1010004723	Young Jung Shin	31.86	7.03	12.36	51.25
1010011819	Yvette Robles	385.55	7.36	23.40	416.31
Total Utility Billing \$		39,251.76 \$	1,616.37 \$	5,005.97 \$	45,874.10

BUSINESS LICENSE ACCOUNTS		General Fund Business License Tax	Environmental Fund Fees	Total
ACCOUNT ID	CUSTOMER	1010	6200	
307080	Ae Young Fashion	1.00		1.00
322646	Associated Courier Service	8.00		8.00
325209	Automobility Exchange, Inc.	270.00		270.00
319067	Baby's Breath Co., Inc.	10.40		10.40
307194	Burger King #4163	1.00		1.00
317299	C R C - Code Red Clothing	1.00		1.00
327356	California Premier Roofscapes, Inc.	46.00		46.00
314934	Complex Residential Appraisal	5.00		5.00
325246	Comprehensive Cardiovascular Specialists	1.00		1.00
324327	Cross Mobile	1.00		1.00
318495	Expert Reaction, Inc.	1.00		1.00
326861	Flores Consulting	1.00		1.00
322721	GJR Consulting	8.00		8.00
324520	Glass Emporium Contract Glazing	1.00		1.00
304718	Glidden Professional Paint Center	1.00		1.00
326004	House Cleaning, Valdez	2.00		2.00
307422	Ivory Beads Inc	26.00		26.00
321116	J S A Interim Staffing	122.00		122.00
325288	J.M. Stitt Construction, Inc.	1.00		1.00
314881	Kelly Protection Services, Inc.	1.00		1.00
320891	One Stop Auto & Truck Repair	1.00		1.00
326143	Orton Knifeworks	4.00		4.00
317147	Physicians Formula, Inc.	4.00		4.00
313137	Power Distributors, Inc.	1.00		1.00
323613	Purfect Auto Service #299	0.72		0.72
327137	Ramon Lerma	52.00		52.00
103446	U S Security Associates Staffing Inc	124.00		124.00
300306	1-Day Paint & Body Center	5.00		5.00
306208	Rickman Recovery Center	8.00		8.00
301402	Homesellers & Century, T	1.00		1.00
301950	Furniture Station	1.00		1.00
302268	M C M Automotive	52.00		52.00
316299	South Coast Concrete Construction, Inc.	1.00		1.00
302827	T T Mailing Service Inc	4.00		4.00
307667	L & S Carpet	1.00		1.00
307868	Advertising Specialist, The	1.00		1.00
308083	Delu Group, The	1.00		1.00
308710	Handyman Connection	1.00		1.00
318753	Tommy's Burger & Steak	1.00		1.00

BUSINESS LICENSE ACCOUNTS		General Fund Business License Tax	Environmental Fund Fees	Total
ACCOUNT ID	CUSTOMER	1010	6200	
303700	Sung D.D.S., Jay	1.00		1.00
325052	Silverlake Contractors	85.00		85.00
315321	Teamsters Joint Council 42		1.00	1.00
306533	Tenn Computer Systems	1.00		1.00
323882	The Antiques	52.00		52.00
306780	Unilab Corp #6814089	8.00		8.00
304041	Wingate & Assoc Investig	52.00		52.00
319946	Water Heaters Only	76.00		76.00
319946	Water Heaters Only		15.00	15.00
103261	Lopez Juan Carlos	76.00		76.00
Total Business License		\$ 1,123.12	\$ 16.00	\$ 1,139.12

Summary:

Total Utility Billing	45,874.10
Total Business License	1,139.12
Total	\$ 47,013.22

**CITY OF COVINA
UNCLAIMED PROPERTY**

ACCOUNT ID/CHECK NO.	CUSTOMER	FUND	AMOUNT
44200	Alfaro, Carmen	1010	70.00
44200	Meisen, Thomas	1010	60.00
44200	Patino, Rubin J.	1010	70.00
44200	Veselkova, Tatyana	1010	70.00
3589	Grub And Ellis Management Services	6010	680.42
63154	Zavala, Antonio	6010	8.00
63577	Ray O'Neill	6010	0.63
178	Authority Real Estate	6010	11.08
174	Lee In Lai	6010	4.16
57085	Roberta Baker	6010	7.13
3498	Kyaw Zeya	6010	12.13
65803	Kristen Scott	6010	1.60
66513	Miguel Garcia	6010	3.78
66516	Rosalee Godinez	2200	7.50
67295	Timothy Ramos	6010	0.70
67296	Maximiliano Medi	6010	0.73
67297	General Connection	6010	7.78
67298	David Fernandez	6010	8.74
67895	Robert Arroyo	1010	3.00
68160	Ignacio Barrios	6010	2.14
68162	Jen Ontiveros	6010	8.22
4575	Audrey Valencia	1010	5.00
323392	999 Hawaiian B.B.Q	1010	1.00
324143	A + Dollar Stores	1010	1.00
319237	Advantage Project Builders	1010	1.00
300401	Al Sal Oil Co Inc #16	1010	2.00
301959	Al Sal Oil Co Inc #23	1010	2.00
300204	Al Sal Oil Co Inc. #27	1010	2.00
317250	Andie's Super Tow	1010	2.00
324291	Capital Realty Service, Inc.	1010	9.20
320106	Century Nail	1010	6.00
301599	Covina Book Store	1010	8.00
327018	D & J Machine Movers	1010	8.00
323089	Ecospec Tile LLC	1010	1.00
304524	Furniture World	1010	4.40
301051	J & J Heating & A/C	1010	1.00
318208	JGM Cleaning, L.L.C.	1010	8.00
300680	Johnson, Dale A.	1010	1.00
314574	Kristy's Beauty Salon	1010	1.00
308549	Luis Automotive	1010	3.00
323172	M & Z Beauty	1010	1.00
326937	Med-Legal, LLC	1010	6.00
321898	Michaelangelos Pizza	1010	1.00
303227	Moby's Pool & Spa	1010	1.00
320694	MPI	1010	3.60
307563	Palm Center Cleaners	1010	1.00
311995	Phillips Wholesale	1010	2.00
302656	Ray's Tepeyac Of Covina	1010	6.00
323019	Resolution Partners Micro & Macro, L L C	1010	8.00
313940	S O S Maid	1010	1.00
306269	S.O.S. Medical	1010	8.00

ACCOUNT ID/CHECK NO.	CUSTOMER	FUND	AMOUNT
304175	Teletechnologies Inc	1010	1.00
320575	The Pack & Ship Store	1010	1.00
323836	W.A. Rasic Construction Co., Inc.	1010	1.00
1010001282	100 N Citrus Assoc Llc	6010	0.48
1010005225	A N S Flores Inc	6010	4.87
1010004381	Brent La Fountai	6010	0.16
1010000037	Custom Cleaners	6010	8.28
1010000663	Michael Angelos Pizza Rest	1010	0.33
1010000663	Michael Angelos Pizza Rest	6010	5.34
1010004898	Performance Tube Bending	6010	0.10
1010008882	Prospero & Tang, Llc	6010	6.55
1010004837	Serco Mold Inc	6010	0.81
1010001896	A Kimball	1010	0.04
1010001896	A Kimball	6010	0.72
1010000429	A Ruckels	1010	0.49
1010000429	A Ruckels	6010	8.16
1010008490	Adriana Mata	6010	11.87
1010004614	Aimee Recinto	6010	5.84
1010002823	Alfred Velasquez	6010	7.22
1010010260	Amanda Adamek	6010	9.01
1010008065	Antonio Ferrer	6010	0.16
1010008969	Art Acosta	6010	2.51
1010000362	Arvin Garcia	1010	0.34
1010000362	Arvin Garcia	6010	5.78
1010000999	Betty Lander	1010	0.12
1010000999	Betty Lander	6010	2.08
1010001434	C Woodward	1010	0.04
1010001434	C Woodward	6010	0.76
1010009082	Carlos Sims	6010	8.32
1010004645	Cary Kalscheuer	6010	4.45
1010003670	Chuan-Jing Zhu	6010	5.10
1010007915	Claudia De Mendez	6010	0.10
1010010275	David Smith	6010	14.35
1010000800	Denise Villa	1010	0.65
1010000800	Denise Villa	6010	10.95
1010001460	Diana Mandley	1010	0.04
1010001460	Diana Mandley	6010	0.78
1010011570	Don Mccarter	6010	0.82
1010002141	Donna Arias	6010	2.46
1010001585	Eric Ward	6010	9.56
1010001898	Gabriel Venegas	1010	0.06
1010001898	Gabriel Venegas	6010	1.02
1010007320	Gabriela Macias	6010	0.99
1010009029	Guadalupe Sanchez	6010	4.23
1010001895	H Karpman	6010	3.10
1010000239	Helen Cortez	1010	0.76
1010000239	Helen Cortez	6010	12.52
1010000982	J Visconti	1010	0.12
1010000982	J Visconti	6010	2.18
1010002904	James Powers	6010	0.06
1010003148	Jason & Laura Bach	6010	0.67
1010010485	Jerry Wong	6010	5.54
1010003395	John Berumen	1010	3.84
1010004992	John Davidson	6010	6.25
1010000549	Jose Barragan	1010	0.42
1010000549	Jose Barragan	6010	6.98
1010003456	Josie Plaza	6010	7.81

ACCOUNT ID/CHECK NO.	CUSTOMER	FUND	AMOUNT
1010003159	Judith Smith	6010	1.00
1010001556	K Polzin	1010	0.07
1010001556	K Polzin	6010	1.19
1010005796	Keith Bateman	6010	0.06
1010008023	Laura Nevarez	6010	0.72
1010000751	Lawrence Hamby	1010	0.26
1010000751	Lawrence Hamby	6010	4.45
1010001337	Lois Sumner	6010	1.00
1010004693	Lorena Arias-Aguilar	6010	0.48
1010004189	Lori Mordoff	6010	0.93
1010007701	Lourdes Varas	6010	14.70
1010000271	Lynne Wilson	1010	0.31
1010000271	Lynne Wilson	6010	5.22
1010001554	Marcie Moore	1010	0.10
1010001554	Marcie Moore	6010	1.67
1010004698	Maria Lugo	6010	5.40
1010008984	Mario Sotelo	6010	1.54
1010004160	Marty Rodriguez	6010	5.70
1010001673	Mary Grandfield	6010	8.25
1010000366	Michael Ruiz	1010	0.31
1010000366	Michael Ruiz	6010	5.22
1010006197	Michelle Jackson	1010	0.67
1010006197	Michelle Jackson	6010	11.14
1010002896	Ms Perry	6010	10.00
1010003821	Norma Luansing	6010	14.12
1010002003	R Messing	6010	3.00
1010005177	Rene Ortiz	6010	3.63
1010005393	Robert Kunza	6010	4.70
1010000696	Ruel Ritchie	6010	1.00
1010005958	Sandra Williams	6010	7.50
1010003006	Shy Kao	6010	2.67
1010006976	Suzanna Villanueva	6010	1.76
1010009561	Violeta Franco	6010	0.01
1010007653	W Butner	1010	0.03
1010007653	W Butner	6010	0.44
1010002058	W Thompson	1010	0.03
1010002058	W Thompson	6010	0.61
1010003828	Wanda Taylor	6010	12.22
			<u>\$ 1,474.24</u>

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 14

STAFF SOURCE Siobhan Foster, Director of Public Works
 Kristen Weger, Management Analyst

ITEM TITLE Authorize City Manager to Execute Two Contract Extensions with
 BOSS Janitorial Services, Inc. for Various City Facilities

STAFF RECOMMENDATION

Authorize the City Manager to execute the attached contract extensions with BOSS Janitorial Services, Inc. to extend the term of the agreements at the same terms and conditions through February 28, 2016 and to assign the contracts from Bell Building Maintenance to BOSS Janitorial Services, Inc. to reflect the recent sale of the company.

FISCAL IMPACT

The total General Fund impact associated with the contract extension for the period of June 2015 through February 2016 is an amount not to exceed \$50,391 including a fiscal year 2014-15 cost of \$5,599 and a fiscal year 2015-16 cost not to exceed \$44,792.

Invoice Date	Amount (\$)
June 2015	5,599
Subtotal – Fiscal Year 2014-15	5,599
July 2015	5,599
August 2015	5,599
September 2015	5,599
October 2015	5,599
November 2015	5,599
December 2015	5,599
January 2016	5,599
February 2016	5,599
Subtotal – Fiscal Year 2015-16	44,792
Total	50,391

Sufficient funding for the contract extensions are included in the current budget and the proposed fiscal year 2015-16 budget includes \$44,792 for the remaining eight months of the contract extension from July 2015 to February 2016.

Account	FY 2014-2015	FY 2015-2016
City Hall 1010-0930-52300	1,614.34	12,914.72
Police Station 1010-1000-52400	1,813.00	14,504.00

Account	FY 2014-2015	FY 2015-2016
Library 1010-3900-52300	1561.33	12,490.64
City Yard 1010-2900-52300	610.33	4,882.64
Total	5,599.00	44,792.00

BACKGROUND

The City of Covina entered into a contract for Janitorial Maintenance Services on July 1, 2006 with Bell Building Maintenance for City Hall, Library, Police Department, and the City Yard. In 2010 the Police Department stopped using contract janitorial services. In July 2014, the Police Department resumed using contract services and entered into a separate contract with Bell Building Maintenance.

On June 1, 2015 ownership transferred from Bell Building Maintenance to BOSS Janitorial Services, Inc. The City cannot legally enter into new a contract if a company transfers ownership. The City is required to go through a competitive bidding process pursuant to the Covina Municipal Code.

The Department of Public Works and Police Department reviewed and in consultation with the City Attorney determined that an assignment via "Exhibits A and B" letter agreements under the same terms of the Bell Building Maintenance contract can be assigned for a specific terms and are appropriate under the circumstances. The proposed extensions will allow for a multi-departmental staff team to competitively bid janitorial services for all City facilities including City Hall, Library, Police Department, and the City Yard. Consolidation of janitorial services for the City should result in cost savings due to economies of scale and more efficient mobilization for service delivery.

The multi-departmental staff team determined that nine months is the longest time necessary to draft specifications, competitively bid the services, check references, and award a contract. Should staff be able to complete the process in less time, the proposed contract extensions with BOSS Janitorial Services, Inc. allows for the contract extensions to be terminated without cause by the City upon fourteen days' notice.

EXHIBITS

- A. Extension of Contract for Janitorial Services Through No Later Than February 28, 2016 for City Hall, Library, and the City Yard.
- B. Extension of Contract for Janitorial Services Through No Later Than February 28, 2016 for the Police Department.

Respectfully submitted,



Siobhan Foster, Director of Public Works
Public Works Department



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

June 16, 2015

Yong Kil Jung, CEO
BOSS Janitorial Services, Inc.
5170 Sepulveda Boulevard, Suite 340
Sherman Oaks, CA 91403

RE: Extension of Contract for City Hall, Library and City Yard Janitorial Services

Dear Mr. Jung:

The enclosed contract ("Contract") between Bell Building Maintenance and the City of Covina for janitorial services has expired. The City is interested in continuing to utilize your services upon substantially the same terms and conditions and assigning the Contract to BOSS Janitorial Services, Inc., given the sale of Bell Building Maintenance to BOSS Janitorial Services, Inc. Thus, the City is proposing that the parties agree to extend the Contract by entering this letter agreement, pursuant to the terms and conditions stated herein.

By signing below, the parties agree as follows:

1. The Contract, titled "Contract for Janitorial Maintenance Service in the City of Covina" with Bell Building Maintenance, dated July 1, 2006 is fully incorporated herein by this reference. Except as expressly set forth herein, the terms of the Contract shall be given full force and effect as part of this agreement.
2. Given the sale of Bell Building Maintenance to BOSS Janitorial Services, Inc., the Contract is hereby assigned to BOSS Janitorial Services, Inc. pursuant to the terms of the Contract and this letter agreement.
3. All references in the Contract to "Bell Building Maintenance" shall be revised to read "BOSS Janitorial Services, Inc."
4. The term of this agreement shall be extended by nine (9) months and shall remain and continue in effect until no later than February 28, 2016. This term may only be extended by the parties in writing. This term shall not automatically renew unless separately agreed in writing.
5. Either party may terminate this agreement without cause by giving the other party not less than fourteen (14) days' notice. City shall have no cost or liability to Contractor as a result of exercising its right to terminate without cause. This term shall supersede any provisions in the Contract related to

The City of Covina provides responsive municipal services and manages public resources to enhance the quality of life for our community.

Exhibit A, 3 Pages

termination without cause but shall not alter or replace any remedies or procedures contained in the Contract relating to terminations for cause.

6. To the extent there is a conflict between the terms set forth in this letter and the terms contained in the Contract, the terms of set forth in this letter shall control.
7. This agreement is an integrated agreement and contains the entire agreement between the parties. This agreement does not contain any modifications to the Contract except as stated in this letter. Handwritten or other modifications shall have no effect.
8. This agreement shall be effective upon the date the last party signs in the signature block below.
9. This agreement shall not take effect until the City signs in the signature block after receiving a duly signed agreement from the Contractor. City reserves the right to decline to enter the agreement.
10. The signatories signing this agreement are duly authorized to bind the parties hereto.
11. Notices sent under this agreement shall be sent to Contractor at the address contained in the Contract unless the following is completed:

Contractor: BOSS Janitorial Services, Inc.

Attn: Yong Kil Jung, CEO

Address: 5170 Sepulveda Boulevard, Suite 340
Sherman Oaks, CA 917403

Phone: (818) 380-0455

Facsimile: (818) 380-0431

E-mail: jessica@bossjanitorialservices.com

If you are interested in extending the Contract pursuant to these terms and conditions, please sign in the signature block below and return to the City. Upon receipt of a signed agreement, the City will inform you within a reasonable time whether the City will enter the agreement. If entered, the City will send you a fully executed copy of this agreement. If you have questions, please contact Public Works Director, Siobhan Foster at (626) 384-5217.

CITY OF COVINA

BOSS Janitorial Services, Inc.

Andrea Miller, City Manager

Yong Kil Jung, CEO

June 16, 2015

June 16, 2015



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

www.covinaca.gov

June 16, 2015

Yong Kil Jung, CEO
BOSS Janitorial Services, Inc.
5170 Sepulveda Boulevard, Suite 340
Sherman Oaks, CA 91403

RE: Extension of Contract for Police Department Janitorial Services

Dear Mr. Jung:

The enclosed contract ("Contract") between Bell Building Maintenance and the City of Covina for janitorial services has expired. The City is interested in continuing to utilize your services upon substantially the same terms and conditions and assigning the Contract to BOSS Janitorial Services, Inc., given the sale of Bell Building Maintenance to BOSS Janitorial Services, Inc. Thus, the City is proposing that the parties agree to extend the Contract by entering this letter agreement, pursuant to the terms and conditions stated herein.

By signing below, the parties agree as follows:

1. The Contract, titled "Proposal/Service Agreement" with Bell Building Maintenance, dated July 2014 is fully incorporated herein by this reference. Except as expressly set forth herein, the terms of the Contract shall be given full force and effect as part of this agreement.
2. Given the sale of Bell Building Maintenance to BOSS Janitorial Services, Inc., the Contract is hereby assigned to BOSS Janitorial Services, Inc. pursuant to the terms of the Contract and this letter agreement.
3. All references in the Contract to "Bell Building Maintenance" shall be revised to read "BOSS Janitorial Services, Inc."
4. The term of this agreement shall be extended by nine (9) months and shall remain and continue in effect until no later than February 28, 2016. This term may only be extended by the parties in writing. This term shall not automatically renew unless separately agreed in writing.
5. Either party may terminate this agreement without cause by giving the other party not less than fourteen (14) days' notice. City shall have no cost or liability to Contractor as a result of exercising its right to terminate without cause. This term shall supersede any provisions in the Contract related to

termination without cause but shall not alter or replace any remedies or procedures contained in the Contract relating to terminations for cause.

6. To the extent there is a conflict between the terms set forth in this letter and the terms contained in the Contract, the terms of set forth in this letter shall control.
7. This agreement is an integrated agreement and contains the entire agreement between the parties. This agreement does not contain any modifications to the Contract except as stated in this letter. Handwritten or other modifications shall have no effect.
8. This agreement shall be effective upon the date the last party signs in the signature block below.
9. This agreement shall not take effect until the City signs in the signature block after receiving a duly signed agreement from the Contractor. City reserves the right to decline to enter the agreement.
10. The signatories signing this agreement are duly authorized to bind the parties hereto.
11. Notices sent under this agreement shall be sent to Contractor at the address contained in the Contract unless the following is completed:

Contractor: BOSS Janitorial Services, Inc.

Attn: Yong Kil Jung, CEO

Address: 5170 Sepulveda Boulevard, Suite 340
Sherman Oaks, CA 917403

Phone: (818) 380-0455

Facsimile: (818) 380-0431

E-mail: jessica@bossjanitorialservices.com

If you are interested in extending the Contract pursuant to these terms and conditions, please sign in the signature block below and return to the City. Upon receipt of a signed agreement, the City will inform you within a reasonable time whether the City will enter the agreement. If entered, the City will send you a fully executed copy of this agreement. If you have questions, please contact Public Works Director, Siobhan Foster at (626) 384-5217.

CITY OF COVINA

BOSS Janitorial Services, Inc.

Andrea Miller, City Manager

Yong Kil Jung, CEO

June 16, 2015

June 16, 2015



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 15

STAFF SOURCE Amy Hall-McGrade, Parks & Recreation and Library Services Director
Lisa Evans, Parks & Recreation Manager

ITEM TITLE Authorization for the City of Covina to Enter into a Grant Agreement with the Los Angeles County Regional Park and Open Space District for the Joslyn Center ADA and Beautification Improvement Project F-1404.

STAFF RECOMMENDATION

Authorize staff to enter into the Grant Agreement with the Los Angeles County Regional Park and Open Space District for the Joslyn Center ADA and Beautification Improvement Project F-1404.

FISCAL IMPACT

The project amount of \$498,081 will be included in the Fiscal Year 2015-2016 budget. The account number is 4600 3400 55200 F1404. This includes \$250,000 in grant funds, \$244,500 in Park Impact Fees being used as matching funds, and \$3,581 of General Fund for the required youth employment program.

BACKGROUND

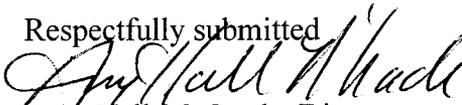
On August 19, 2014, City Council authorized staff to apply for Competitive Excess Funds through the Los Angeles County Regional Park and Open Space District for the Joslyn Center ADA and Beautification Improvement Project F-1404. In April 2015, the Parks & Recreation Department was notified that the Project Grant No. 58C4-15-2507 was approved by the Regional Park and Open Space District.

The project will consist of interior restroom renovation and some beautification to the meeting rooms in the building. In addition, the existing parking lot will be resurfaced, a planter bed removed to allow for additional parallel parking spaces, park entrance access widened, and a new parking lot created adjacent to the outdoor restrooms. The City will have two years to complete the project from the date of execution of the grant agreement.

EXHIBITS

- A. Award Letter
- B. Contract

Respectfully submitted


Amy Hall-McGrade, Director

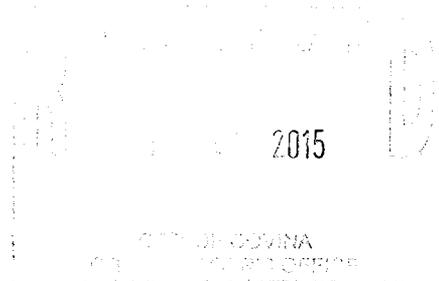
Parks & Recreation Department



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

April 16, 2015

Mr. Daryl Parrish
City Manager
City of Covina
125 East College Street
Covina, CA 91723
Attention: Ms. Amy Hall-McGrade



Dear Mr. Parrish:

**Joslyn Center ADA and Beautification Improvement Project
Grant No. 58C4-15-2507**

The Regional Park and Open Space District is pleased to inform you that your application for this project has been approved.

Two copies of the agreement are enclosed for your agency's signature. It is important that the person designated in the resolution sign the enclosed agreements. We request that you return both signed to us as soon as possible. An executed copy will be returned to you for your files.

I have also enclosed the Anticipated Funding Needs Schedule for you to complete and return with the signed agreements. The information you provide will be used to facilitate District budgeting and financial planning, and will not affect your ability to receive reimbursement at any time during the project performance period.

In order to facilitate communications between our offices, we request that you use the above grant number on future correspondence relating to this project. If you have any questions, please feel free to call me at (213) 738-2557 or email me at aablaza@parks.lacounty.gov.

Sincerely,


Albert Ablaza
Program Manager

(Enclosure: 2 Originals)

Project Agreement-V14

EXHIBIT B

Los Angeles County Regional Park and Open Space District Grant

(From the Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992; and Los Angeles County Proposition A, Safe Neighborhood Parks Act ("the 1996 Proposition"), which voters approved on November 5, 1996.

Grant No.: 58C4-15-2507

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V14 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: City of Covina

Project Name: Joslyn Center ADA and Beautification Improvement Project

Grant Amount: Two hundred fifty thousand dollars (\$250,000.00)

Awarded pursuant to Funding Identification Code(s): 4. f. 5. D. 4. g. 5. D. 4. i. 5. D. 4. k. 5. D. 4. m. 5. D.

Description of Project:

The project consists of general improvements to the existing facility, including the renovation of the interior restrooms to meet the current ADA requirements, resurfacing of the existing parking lot, widening of the front entrance, and the creation of a lighted parking area near the front of the building.

Project Performance Period: **FROM: 04/07/2015** **TO: 06/30/2016**

Special Provisions

None.

General Provisions

A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement and any future successor(s).
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.
2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other

written certification of exemption as deemed acceptable by the District.

4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports

respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

- a. Grantee shall cause to be recorded on the title of any real property acquired with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.
12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
 - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

- 5.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity.

Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of with the prior permission of the District, acting through the Board of Supervisors, is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 10 of this Agreement. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written agreement with the District and agreed to comply with the terms of the Propositions and this Agreement.

E. Project Completion and Enforcement

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, with an injunction against any breaching conduct, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement or any other remedy available by law. No delay or omission by the District in the exercise of any right or remedy upon any breach by Grantee shall impair in any way the District's right to enforce the terms of this Agreement, nor be construed as a waiver.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section

2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.

7. If the District brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay the District's reasonably attorney's fees and costs, including expert witness costs, if the District prevails in said action.

F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County
Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, than the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify the District from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is

not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to actively oppose, at its sole expense, any claims as to reserved rights to the grant-funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources.

4. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

The Application and its required attachments, including the Assurances, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Proposition also are hereby incorporated in this Agreement as though set forth in full.

M. Severability

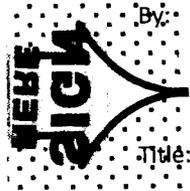
If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

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IN WITNESS WHEREOF, Grantee and District have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:



By: _____
Signature of Authorized Representative

Title: _____

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK & OPEN SPACE DISTRICT:

By: _____
Director, Parks and Recreation

Date: _____

APPROVED AS TO FORM:

MARK SALADINO
County Counsel

By: 
CHRISTINA A. SALSEDA
Principal Deputy County Counsel

Grant No.: 58C4-15-2507



Attachment A

Los Angeles County Proposition A
Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation,
Beaches and Wildlife Protection

Approved by Los Angeles County voters on November 5, 1996

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, ACTING AS THE LEGISLATIVE BODY OF THE LOS
ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT,
LEVYING AN ADDITIONAL ASSESSMENT WITHIN THE DISTRICT,
AMENDING THE METHOD OF ASSESSMENT, AND AUTHORIZING THE
EXPENDITURE OF DISTRICT REVENUES FOR ANY AUTHORIZED
PURPOSE, SUBJECT TO APPROVAL BY THE COUNTY ELECTORATE

WHEREAS, the County of Los Angeles (the "County") has serious unmet needs for park, recreation, youth and senior facilities, and for positive recreational alternatives for at-risk youth to assist in gang prevention and intervention efforts, and contains irreplaceable park, recreation, beach, wildlife and natural open space land; and

WHEREAS, on November 3, 1992, sixty-four percent (64%) of voters within the County voting on the matter authorized formation of the Los Angeles County Regional Park and Open Space District (the "District"), the levy of a benefit assessment within the District, and a plan of expenditure of the proceeds of such assessment; and

WHEREAS, the Board of Supervisors of the County, acting as the legislative body of the District (the "Board"), finds and determines that the development, acquisition, improvement, restoration and maintenance of parks, recreational, cultural and community facilities and open space lands within the District confer a direct and special benefit to all parcels within the District by improving economic, environmental and recreational conditions resulting in maintained or enhanced property values; and

WHEREAS, the Board further finds and determines that the public interest and convenience require, and that it is in the best interest of the residents of the County, that an additional assessment be levied within Landscaping and Lighting District No 92-1, which is coterminous with the District, to fund the purposes of the District consistent with the plan of expenditure set forth in the Engineer's Report referred to below; and

WHEREAS, the County has many unique natural lands and is rich in biological diversity, and it is necessary and important that these natural resources be protected permanently and restored for the purposes of conserving biological diversity, protecting the health of the County's environment and for the enjoyment of this and future generations; and

WHEREAS, the Board further finds and determines that in order to provide for a more equitable apportionment of the assessment among the several properties within the District, the portion of any vacant parcel, and the vacant portion of any partially improved parcel, in excess of

two and one-half acres shall not be assessed, and it is necessary and appropriate to amend the method of assessment to reflect the foregoing change in the method of assessment of vacant or partially improved parcels which are greater than two and one-half acres in size, as detailed in the Engineer's Report referred to below; and

WHEREAS, the Board further finds and determines that it is in the best interest of the residents of the County to permit the District to expend any of its funds for any authorized purpose of the District, including the application of proceeds derived from the original assessment within the District to the plan of expenditure for the additional assessment set forth in this resolution, and vice versa; and

WHEREAS, a public hearing on the matters set forth in this resolution was called and held on June 13, 1996, and this resolution shall not take effect unless and until the question of approval of the matters set forth herein shall have been submitted to the electorate of the County and approved by a majority of voters voting on the question;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles County Regional Park and Open Space District, as follows:

Section 1. (a) This resolution is adopted pursuant to Section 5539.9(d)(2) of the Public Resources Code of the State of California (the "State"). The Board hereby adopts and approves the final engineer's report relating to the Additional Assessment (the "Engineer's Report") and filed with the Executive Officer-Clerk of the Board. The Additional Assessment shall be levied within the District at a rate not to exceed the amount set forth in the Engineer's Report, in accordance with the Engineer's Report and this resolution. The Engineer's Report describes the boundaries of the assessment district, the locations of certain of the improvements to be funded by the District, the method and rationale for spreading the proposed Additional Assessment in proportion to the benefit received by each lot or parcel of land within the District, and the proposed amendments to the method of assessment. The Engineer's Report is by this reference incorporated herein as though set forth in full at this place.

Section 2. As used in this resolution, the following terms have the indicated meanings:

"Additional Assessment" means the assessment levied within the District pursuant to this resolution.

"Board" is used as defined in the recitals to this resolution.

"County" is used as defined in the recitals to this resolution.

"Department of Beaches and Harbors" means the Department of Beaches and Harbors of the County.

“Department of Children and Family Services” means the Department of Children and Family Services of the County.

“Department of Natural History Museum” means the Department of Natural History Museum of the County.

“Department of Parks and Recreation” means the Department of Parks and Recreation of the County.

“Department of Public Works” means the Department of Public Works of the County.

“District” is used as defined in the recitals to this resolution.

“Engineer's Report” is used as defined in Section 1 of this resolution.

“Financial Consultant” is used as defined in the Master Indenture, and also includes the independent auditing firm described in Section 21(i).

“Master Indenture” means the Master Indenture of Trust dated as of May 1, 1994, between the District and the Auditor-Controller of the County, as fiscal agent.

“Natural Lands” means an area of relatively undeveloped land which (a) has substantially retained its characteristics as provided by nature or has been substantially restored, or which can be feasibly restored to a near-natural condition and which derives outstanding value from its wildlife, scenic, open space, parkland or recreational characteristics, or any combination thereof, or (b) meets the definition of open-space land in Section 65560 of the California Government Code.

“1992 Assessment” means the assessment levied within the District pursuant to the 1992 Order.

“1992 Order” means the order of the Board, as amended on March 17, 1992, and approved by the voters of the County on November 3, 1992, pursuant to which the District was formed and the first assessment levied therein.

“Nonprofit Organization” means any charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which has among its purposes the provision of park, recreation or community services or facilities, gang prevention and intervention, tree-planting, or the conservation and preservation of wetlands or of lands predominantly in their natural, scenic, historical, forested or open-space condition, or restoration of lands to a natural, scenic, historical, forested or open-space condition.

“Park” means a tract of land with scenic, natural, open-space or recreational values, set apart to conserve natural, scenic, cultural, historical or ecological resources for present and future

generations, and to be used by the public as a place for rest, recreation, education, exercise, inspiration or enjoyment.

“Parks Fund” means the Los Angeles County Regional Park and Open Space District Park Fund, into which all revenue generated by the District is required to be deposited, in accordance with Section 21(e) of this resolution and Sections 21(c) and (d) of the 1992 Order.

“Public Agency” means any governmental agency established pursuant to the laws of the State that is authorized to acquire, develop, improve and restore real property for beach, wildlife, park, recreation, community, cultural, open space, water quality, or gang prevention and intervention purposes.

“State” is used as defined in Section 1 of this resolution.

“State Lands Commission” means the Lands Commission of the State of California.

Section 3. The following funds shall be awarded for the purposes set forth below, in amounts not to exceed the following:

(a) Sixty-nine million fifty thousand dollars (\$69,050,000) to the County for the acquisition, development, improvement, restoration or rehabilitation of real property for recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, improvement of Santa Monica Bay, multi-use sports facilities, lakes, fishing and boating facilities, trails, rivers and streams, significant ecological areas, equestrian facilities, and museums and cultural facilities, in accordance with the following schedule:

- (1) Fifty-one million fifty thousand dollars (\$51,050,000) to the Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of real property for parks, recreation, wildlife habitat or natural lands in accordance with the following schedule:
 - A. One hundred thousand dollars (\$100,000) for general improvements, including landscape and/or irrigation, at Amigo Park.
 - B. Six hundred thousand dollars (\$600,000) for improvements to County parks in accordance with the Americans with Disabilities Act.
 - C. Three hundred fifty thousand dollars (\$350,000) for acquisition and/or preservation of wetland habitat in the Antelope Valley, including interpretive exhibits, public facilities and/or restoration.
 - D. Five hundred thousand dollars (\$500,000) for development of soccer facilities and/or general park improvements at Belvedere Park.

- E. Seventy thousand dollars (\$70,000) for security improvements at Bethune Park.
- F. One million two hundred thousand dollars (\$1,200,000) for rehabilitation of the swim beach and/or general park improvements at Bonelli Regional Park.
- G. Three hundred thousand dollars (\$300,000) for development and improvement of recreation facilities, including development a multi-purpose recreation facility, at Burton Park.
- H. Three hundred thousand dollars (\$300,000) for improvements to the community center at Campanella Park.
- I. Two hundred fifty thousand dollars (\$250,000) for general park improvements including security, landscape and/or irrigation improvements at Castaic Sport Complex.
- J. One million seven hundred thousand dollars (\$1,700,000) for rehabilitation of swim beach and/or general park improvements to the recreation and park facilities at Castaic Lake.
- K. Two million ten thousand dollars (\$2,010,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the Central area of the County including, but not limited to Athens, Del Aire, and Keller Park.
- L. One million three hundred ninety-six thousand dollars (\$1,396,000) for renovation and/or general improvements to park and recreation facilities at Cerritos Park.
- M. Two million dollars (\$2,000,000) for development and/or general improvements, including development of gymnasium/community activity facility, at City Terrace Park.
- N. Two hundred fifty thousand dollars (\$250,000) for security and/or general improvements at Devils Punchbowl.
- O. One million six hundred fifty thousand dollars (\$1,650,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the East Los Angeles and San Gabriel Valley areas including, but not limited to, Avocado Heights, Basset, Salazar, Atlantic Blvd., and/or Belvedere.
- P. One million seven hundred thousand (\$1,700,000) for development, rehabilitation and/or general improvements at El Cariso Park.

- Q. One million five hundred thousand dollars (\$1,500,000) for rehabilitation and/or general park improvements at Franklin D. Roosevelt Park.
- R. Two million two hundred seventy-four thousand dollars (\$2,274,000) for development of community recreation facilities and/or general improvements to the facilities at Gunn Avenue Park.
- S. One million dollars (\$1,000,000) for renovation of campground and/or general park improvements at Hart Regional Park.
- T. One million five hundred thousand dollars (\$1,500,000) for development of regional pool facilities and/or other park improvements at Jackie Robinson Park.
- U. One million seven hundred forty-eight thousand dollars (\$1,748,000) for development, rehabilitation and/or other general park improvements at Jesse Owens Park.
- V. One million five hundred thousand dollars (\$1,500,000) for general renovation and improvements to facilities at John Anson Ford Theatre.
- W. One million three hundred ten thousand dollars (\$1,310,000) for renovation and/or general improvements at La Mirada Park.
- X. Four hundred thousand dollars (\$400,000) for development and/or general improvements at Ladera Park.
- Y. One hundred twenty-five thousand dollars (\$125,000) for development and/or improvement of recreational facilities at Lake Los Angeles which are open and accessible to the public.
- Z. Five hundred thousand dollars (\$500,000) for development, improvements and/or expansion at Lennox Park.
- AA. One million two hundred thousand dollars (\$1,200,000) for development of gymnasium/community activity facility and/or general improvements at Loma Alta Park.
- BB. Five hundred fifty thousand dollars (\$550,000) for rehabilitation, renovation, development and/or general improvements at Los Robles Park.
- CC. Six hundred thousand dollars (\$600,000) for development of sports complex and/or general improvements at Magic Johnson Park.

- DD. Eight hundred ten thousand dollars (\$810,000) for rehabilitation and/or general improvements at Manzanita Park.
- EE. Two hundred thousand dollars (\$200,000) for improvements to the campground at Marshall Canyon Regional Park.
- FF. Two hundred fifty thousand dollars (\$250,000) for rehabilitation of park facilities at Mona Park.
- GG. Three million seven hundred thousand dollars (\$3,700,000) for acquisition, development, rehabilitation and/or general improvements of parks, natural lands and/or recreation facilities in the North County area, including but not limited to George Lane and Charles White Parks, and including but not limited to, the communities of Acton, Altadena, Littlerock and Pearblossom.
- HH. One million five hundred thousand dollars (\$1,500,000) for development of regional pool facilities and/or other park improvements at Pamela Park.
- II. Two hundred thousand dollars (\$200,000) for refurbishment of picnic areas and camp grounds and/or general improvements at Peck Park.
- JJ. Five hundred thousand dollars (\$500,000) for acquisition, development, security improvements and/or general improvements at Placerita Canyon County Park.
- KK. One hundred twelve thousand dollars (\$112,000) for development and/or general improvements at Rogers Park.
- LL. Three hundred thousand dollars (\$300,000) for development, refurbishment, rehabilitation and/or general improvements at Rosas Park.
- MM. One hundred thousand dollars (\$100,000) for refurbishing hard courts and/or lighting at Rowland Heights Park.
- NN. One hundred thousand dollars (\$100,000) for development and/or general improvements to facilities at San Dimas Park.
- OO. Five hundred thousand dollars (\$500,000) for refurbishment and development and/or general improvements at Santa Fe Dam Park.
- PP. Seven hundred thirty thousand dollars (\$730,000) for rehabilitation and development at Ume Grove and/or other general park improvements at Schabarum Park.

- QQ. Eight hundred thousand dollars (\$800,000) for general improvements at facilities serving senior citizens in accordance with the following schedule:
- i. Two hundred fifty thousand dollars (\$250,000) for general improvements and/or rehabilitation of senior citizen facilities in the North County.
 - ii. Five hundred fifty thousand dollars (\$550,000) for general improvements and/or rehabilitation of senior citizen facilities in the East Los Angeles area, the San Gabriel Valley, and the Puente Hills area of the County.
- RR. Two million one hundred sixty thousand dollars (\$2,160,000) for accessibility improvements, general development, and rehabilitation of park and recreation facilities serving senior citizens, youth and/or at-risk youth in the Puente Hills and South County areas, including, but not limited to, Trailview, Country Wood and Blevins Parks.
- SS. Four hundred seventy thousand dollars (\$470,000) for rehabilitation and/or general improvements at Steinmetz Park.
- TT. One hundred fifty thousand dollars (\$150,000) for improvement and/or general restoration of trails in the north county.
- UU. Two million dollars (\$2,000,000) for development, improvement, and/or rehabilitation of urban park facilities serving the community, youth and/or at-risk youth in densely populated, highly urbanized areas in the Central area of the County including, but not limited to, the communities of Athens, Watts, Willowbrook, and Florence.
- VV. One million six hundred fifty thousand dollars (\$1,650,000) for development, improvement, and/or rehabilitation of urban park facilities serving the community, youth and/or at-risk youth in densely populated, highly urbanized areas in the East Los Angeles area and the San Gabriel Valley.
- WW. Six hundred seventy-five thousand dollars (\$675,000) for acquisition, development and improvement of active sports fields at Val Verde Park.
- XX. One million two hundred thousand dollars (\$1,200,000) for development of nature center/museum, and/or general improvements at Vasquez Rocks Regional Park.
- YY. Five hundred thousand dollars (\$500,000) for development and/or general improvements at Victoria Park.
- ZZ. Three hundred sixty thousand dollars (\$360,000) for refurbishment of the pool and/or facilities at Washington Park.

AAA. Two hundred thousand dollars (\$200,000) for general park and/or security improvements at the Whittier Narrows Nature Center.

BBB. Three million three hundred thousand dollars (\$3,300,000) for refurbishment, development, expansion and/or general improvements at Whittier Narrows Park.

(2) Seven million dollars (\$7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for trails, senior citizen facilities, urban tree planting, graffiti prevention, rivers and streams, and acquisition and/or restoration of natural lands.

(3) Seven million dollars (\$7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for acquisition, construction, development and/or improvement of at-risk youth recreation and service facilities throughout the District for gang prevention purposes.

(4) Four million dollars (\$4,000,000) to the Department of Public Works for capital outlay projects to restore and improve the Santa Monica Bay by measurably reducing the toxicity of and/or pollutant load in urban runoff to the Bay, and in accordance with the criteria set forth in Section 9 of this resolution.

(b) Ninety-five million six hundred fifty thousand dollars (\$95,650,000) for the acquisition, development, improvement, restoration or rehabilitation of real property for regional beaches, recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, State parks, trail and river systems, mountain ranges and canyons, significant ecological areas, and museums and cultural facilities in accordance with the following schedule:

(1) Eight million dollars (\$8,000,000) to the Department of Beaches and Harbors to acquire, develop or improve facilities to enhance beaches and public access, improve water quality, rehabilitate or restore existing facilities and improve the safety of beach facilities along the sixty miles of coastline within the County, at County-owned or operated beaches.

(2) Eleven million dollars (\$11,000,000) to the Department of Parks and Recreation for acquisition of lands for park, wildlife, natural and open space purposes, and for development of related recreation facilities and public access in the Baldwin Hills, including an amount not less than seven million dollars (\$7,000,000) for acquisition of lands.

(3) One million dollars (\$1,000,000) to the City of Los Angeles for improvement and development of the Cabrillo Marine Aquarium in accordance with Cabrillo Marine Aquarium Master Plan.

(4) Three hundred fifty thousand dollars (\$350,000) to the Department of Parks and Recreation for development and improvements at Descanso Gardens.

(5) Twelve million dollars (\$12,000,000) to the California Museum of Science and Industry for land acquisition and improvements within Exposition Park and for improvements to the California Museum of Science and Industry in accordance with the California Museum of Science and Industry Exposition Park Master Plan, including an amount not less than eight million five hundred thousand dollars (\$8,500,000) for the development and restoration of lands for park, recreational, community and open space use, and for walkways, tree-planting and landscape improvements, all within Exposition Park, including an amount not less than two million dollars (\$2,000,000) for active recreation facilities; an amount not more than two million dollars (\$2,000,000) for the improvement, development, renovation and rehabilitation of facilities, including exhibition spaces, at the California Museum of Science and Industry in accordance with the California Museum of Science and Industry Master Plan; and an amount not less than one million dollars (\$1,000,000) for the improvement, development, renovation and rehabilitation of facilities at the California Afro-American Museum.

(6) Eighteen million dollars (\$18,000,000) to the Department of Parks and Recreation for the development, improvement, restoration and rehabilitation of the Hollywood Bowl, including rehabilitation of facilities and aging infrastructure, improvement of public access and facilities and improvement of access for persons with disabilities, in accordance with the approved Hollywood Bowl Master Plan, and/or for grants to qualified Nonprofit Organizations for these purposes.

(7) One million four hundred fifty thousand dollars (\$1,450,000) to the Department of Parks and Recreation for the improvement, restoration and rehabilitation of the Los Angeles Arboretum, and/or for grants to qualified Nonprofit Organizations for these purposes.

(8) Five million dollars (\$5,000,000) to the Department of Natural History Museum for the improvement, development, restoration and/or rehabilitation of facilities of the Los Angeles County Natural History Museum, including development of exhibition space, and/or for grants to qualified Nonprofit Organizations for these purposes.

(9) Twelve million dollars (\$12,000,000) to the Mountains Recreation and Conservation Authority (MRCA) for the acquisition, development, improvement and restoration of lands along the Los Angeles River, Tujunga Wash, Verdugo Wash, Pacoima Wash, Arroyo Seco, and Compton Creek, and other tributaries of the Los

Angeles River as may be included by the Board, consistent with the Los Angeles County Los Angeles River Master Plan, for the purposes of providing recreational opportunities and public access, developing trails for walking, hiking, bicycling, and equestrian use, and restoring natural habitat for wildlife, along the entire length of the Los Angeles River and its tributaries (as defined in this paragraph). The MRCA shall consult with the Department of Public Works and the supervisorial districts through whose boundaries the Los Angeles River flows in developing the list of projects to be considered for expenditure of the funds pursuant to this paragraph and to be submitted to the Board for approval. The Department of Public Works shall review each proposed project for consistency with the Los Angeles River Master Plan and with the flood control plan of the Los Angeles River, and shall provide its findings to the MRCA to be submitted to the Board concurrently with projects submitted to the Board. The Board shall disapprove a project that it finds to be inconsistent with the Los Angeles River Master Plan or that it finds will negatively impact existing or proposed flood control projects. Not less than four million dollars (\$4,000,000) shall be allocated for projects along the Los Angeles River in the Cities of Maywood, Lynwood, Compton and Bell Gardens, including projects along Compton Creek. First priority for all expenditures shall be given to land acquisition projects which result in a net increase of park, recreation and open space lands. No funds shall be expended on projects that could negatively impact any existing or proposed flood control project as determined by the Board of Supervisors.

(10) Twelve million dollars (\$12,000,000) to the City of Los Angeles for the development, improvement and rehabilitation of the Los Angeles Zoo. The funds shall be spent on the site of the Los Angeles Zoo and in accordance with the Los Angeles Zoo Master Plan.

(11) Two million five hundred thousand dollars (\$2,500,000) to the City of Whittier for restoration and rehabilitation of the Pio Pico State Historic Park, in accordance with the Pio Pico State Historic Park General Plan.

(12) One million dollars (\$1,000,000) to the City of Santa Clarita for the acquisition and development of lands for the Santa Clara River Park in accordance with the Santa Clara River Water and Recreation Features Plan.

(13) One million three hundred fifty thousand dollars (\$1,350,000) to the Department of Parks and Recreation for general improvements to facilities at the South Coast Botanical Gardens.

(14) Ten million dollars (\$10,000,000) to the Wildlife Corridor Conservation Authority for acquisition, improvement, and/or restoration of park and natural lands in the Puente Hills Wildlife Corridor east of Colima Road.

(c) One hundred thirty-one million five hundred fifty thousand dollars (\$131,550,000) to the Department of Parks and Recreation for grants to incorporated cities within the District

and the County for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, gang prevention, beaches, recreation, community or cultural facilities, trails, wildlife habitat or natural lands in accordance with the following schedule:

(1) Thirty-five million dollars (\$35,000,000) for grants to all incorporated cities within the District and to the County on a per parcel basis, including funds on a per parcel basis to the County for the unincorporated area of the County.

(2) Ninety-six million five hundred fifty thousand dollars (\$96,550,000) for direct grants to cities in accordance with the following schedule:

- A. Five hundred thousand dollars (\$500,000) to the City of Agoura Hills for the development of a regional community center and gymnasium in partnership with the City of Calabasas.
- B. Six hundred thousand dollars (\$600,000) to the City of Alhambra for the rehabilitation and development of a walking/jogging trail system at Almansor Park.
- C. Two hundred thousand dollars (\$200,000) to the City of Arcadia for the development and refurbishment of a soccer facility at Civic Center Park.
- D. Five hundred thousand dollars (\$500,000) to the City of Artesia for the development of an at-risk youth recreation and service facility.
- E. Three hundred fifty thousand dollars (\$350,000) to the City of Avalon for improvement of beaches and the recreational diving park at Casino Point in accordance with the Avalon Urban Waterfront Restoration Plan.
- F. Two hundred thousand dollars (\$200,000) to the City of Baldwin Park for the rehabilitation and/or development of four regionally used sports fields.
- G. Four hundred thousand dollars (\$400,000) to the City of Bellflower for the development of Bellflower's portion of the West Branch Greenway and Bikeway project.
- H. Two hundred fifty thousand dollars (\$250,000) to the City of Beverly Hills for the development and rehabilitation of Beverly Gardens Park.
- I. Eight hundred thousand dollars (\$800,000) to the City of Burbank for the development of the Stough Canyon Nature Center Project and to develop and/or improve camping facilities at Stough Canyon.

- J. Five hundred thousand dollars (\$500,000) to the City of Calabasas for the development of a regional community center and gymnasium in partnership with the City of Agoura Hills.
- K. One million one hundred seventy-five thousand dollars (\$1,175,000) to the City of Claremont for the rehabilitation and development of a community center at the Danbury School site.
- L. One million dollars (\$1,000,000) to the City of Covina or to the agency responsible for the operation of Charter Oak Park for development and improvement of Charter Oak Park.
- M. Four million two hundred thousand dollars (\$4,200,000) to the City of Cudahy, in cooperation with the City of South Gate, for acquisition, improvement, and provision of public access for the Los Angeles River Recreation and Sports Complex adjacent to the Los Angeles River, and for restoration of riparian habitat.
- N. One million six hundred twenty-five thousand dollars (\$1,625,000) to the City of Culver City for development of the Culver City Senior Center.
- O. Three hundred thousand dollars (\$300,000) to the City of Downey for the rehabilitation and improvement of facilities at Rio San Gabriel Park.
- P. Four hundred thousand dollars (\$400,000) to the City of Duarte for rehabilitation of the Duarte Regional Teen Center in partnership with the City of Bradbury.
- Q. One million five hundred thousand dollars (\$1,500,000) to the City of El Monte for the development and improvement of the Community Center/Swimming Pool Complex.
- R. Two hundred fifty thousand dollars (\$250,000) to the City of Gardena for the improvement and rehabilitation of park facilities at Rowley Park.
- S. One million six hundred thousand dollars (\$1,600,000) to the City of Glendale for the development of the new Senior/Adult Recreation multi-purpose center.
- T. One million four hundred thousand dollars (\$1,400,000) to the City of Glendora in accordance with the following schedule:
 - i. Nine hundred thousand dollars (\$900,000) for the development of a regional teen center.
 - ii. Five hundred thousand dollars (\$500,000) for the acquisition of wildlife lands and natural habitat in the Glendora Wildlife Corridor.

- U. Two hundred fifty thousand dollars (\$250,000) to the City of Hawaiian Gardens for the expansion, improvement, and rehabilitation of the Lee Ware Community/ Aquatics Facility.
- V. Five hundred seventy-five thousand dollars (\$575,000) to the City of Hawthorne for the development of Memorial Center Gymnasium.
- W. One million dollars (\$1,000,000) to the City of Hermosa Beach for the development, expansion and rehabilitation of the Hermosa Beach Municipal Pier and Waterfront Plaza.
- X. One million seven hundred twenty-five thousand dollars (\$1,725,000) to the City of Inglewood for the development, improvement and rehabilitation of Centinela Park.
- Y. One million dollars (\$1,000,000) to the City of La Mirada for the development of a Community/Senior Citizen Center.
- Z. Seven hundred thousand dollars (\$700,000) to the City of La Puente for the development, improvement and/or rehabilitation of the La Puente Park Community Center with emphasis on facilities for at-risk youth and other community youth.
- AA. Six hundred thousand dollars (\$600,000) to the City of Lakewood in accordance with the following schedule:
 - i. Three hundred thousand dollars (\$300,000) for the rehabilitation of athletic safety field lights at three regionally used city facilities.
 - ii. Three hundred thousand dollars (\$300,000) for the development and rehabilitation of multipurpose courts at the following city parks: Boyar, Bloomfield, Bolivar, Del Valle and San Martin.
- BB. One million eight hundred thousand dollars (\$1,800,000) to the City of Lancaster in accordance with the following schedule:
 - i. Eight hundred thousand dollars (\$800,000) for the development of the Lancaster Regional Sports Complex.
 - ii. One million dollars (\$1,000,000) for the acquisition of prime desert woodland habitat and the development of public access to the Lancaster Prime Desert Woodland Preserve.

- CC. Two hundred seventy-five thousand dollars (\$275,000) to the City of La Verne to develop and improve the La Verne Regional Sports Parks.
- DD. One hundred seventy-five thousand dollars (\$175,000) to the City of Lawndale for the expansion and rehabilitation of Jane Addams Park.
- EE. Nine million nine hundred thousand dollars (\$9,900,000) to the City of Long Beach in accordance with the following schedule:
 - i. Five hundred thousand dollars (\$500,000) for the development and rehabilitation of Belmont Pier.
 - ii. Two million dollars (\$2,000,000) for the rehabilitation of Belmont Plaza Pool including development of security systems.
 - iii. Three million five hundred thousand dollars (\$3,500,000) for the development of the Park on Golden in downtown Long Beach.
 - iv. Three million nine hundred thousand dollars (\$3,900,000) for the acquisition, development and improvement of Westside Park..
- FF. Thirty million dollars (\$30,000,000) to the City of Los Angeles in accordance with the following schedule:
 - i. One million dollars (\$1,000,000) to improve and restore natural habitat at the Ballona Lagoon Marine Preserve in accordance with the Ballona Lagoon Marine Enhancement Preserve enhancement plan.
 - ii. One million eight hundred thousand dollars (\$1,800,000) for the development and improvement of Cabrillo Marine Aquarium in accordance with the Cabrillo Aquarium Master Plan.
 - iii. Two million dollars (\$2,000,000) for the development and improvement of Compton-Slauson Park.
 - iv. Five hundred thousand dollars (\$500,000) for the acquisition and/or development of lands for park purposes near Eagle Rock.
 - v. One million nine hundred thousand dollars (\$1,900,000) for the development and improvement of park and recreation facilities at Elysian Park including trails, picnic facilities, playground and landscaping, in accordance with the Elysian Park Master Plan, Bishop Canyon Improvement Project.

- vi. One million nine hundred thousand dollars (\$1,900,000) for the development, and/or rehabilitation of the Travel Town Locomotive Pavilion at Griffith Park.
- vii. One million eight hundred thousand dollars (\$1,800,000) for the development of facilities and/or improvements related to the swim lake at Hansen Dam Recreation Area.
- viii. Two million three hundred thousand dollars (\$2,300,000) for the development, improvement, and/or rehabilitation of Housing Authority recreation facilities throughout the City of Los Angeles, including the San Fernando Valley.
- ix. Seven million dollars (\$7,000,000) for acquisition, improvement, development and/or rehabilitation of park, recreation, community and open space lands and/or facilities, and/or for grants to Nonprofit Organizations for these purposes. Funds shall only be spent in communities which meet the following criteria: 1) densely-populated, highly urbanized areas; 2) low per capita percentage of park, recreation, community or open space lands or facilities; 3) high population of youth, particularly at-risk youth, and where at least 25 percent of the community is under 18 years of age; and 4) lack of other positive recreation alternatives for youth. Expenditure of funds shall result in a net increase of park, recreation, community or open space lands or facilities. Not less than three million five hundred thousand dollars (\$3,500,000) of these funds shall be spent on acquiring land or facilities for the purposes described in this paragraph. Priority shall be given to projects which have matching funds, to densely-populated areas, projects which serve multiple communities, or joint applications from Public Agencies and qualified Nonprofit Organizations.
- x. One million five hundred thousand dollars (\$1,500,000) for development and/or improvements at MacArthur Park including development of athletic fields.
- xi. Five hundred thousand dollars (\$500,000) for the development and/or restoration of trails in the Northern and Northeast San Fernando Valley connecting to the Angeles National Forest, to be expended by the Santa Monica Mountains Conservancy as the Public Agency responsible for implementation of the Rim of the Valley Trail Corridor pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.
- xii. Two million eight hundred thousand dollars (\$2,800,000) for the development, restoration and/or improvement of recreation facilities and

restoration of natural lands at the Sepulveda Basin Recreation Area, including an amount not less than one million dollars (\$1,000,000) for bicycle trails connecting to Sepulveda Basin, excluding trails along the Los Angeles River. Not less than one million dollars (\$1,000,000) shall be spent on restoration of the Sepulveda Basin Wildlife Area and the development of a native plant/wildlife area west of the existing wildlife area.

- xiii. Four million dollars (\$4,000,000) for the acquisition and improvement of land for park and open space purposes adjacent to and in the vicinity of Stoney Point in the San Fernando Valley, to be expended by the Santa Monica Mountains Conservancy. Any unexpended portion of these funds shall be used for acquisition of natural lands and open space within the wildlife corridor between Brown's Canyon and the Santa Susana Mountains unit of the State Park System.
- xiv. One million dollars (\$1,000,000) for development and/or improvement of the Mid-Valley Senior Citizen Center in the San Fernando Valley.
- GG. Nine hundred seventy-five thousand dollars (\$975,000) to the City of Lynwood for the development and improvement of Mervyn M. Dymally Congressional Park.
- HH. Seven hundred thousand dollars (\$700,000) to the City of Malibu for the rehabilitation and restoration of the Malibu Pier.
- II. Five hundred thousand dollars (\$500,000) to the City of Manhattan Beach for the development and improvement of the Cultural Arts Community Center.
- JJ. Five hundred thousand dollars (\$500,000) to the City of Monrovia for the development and rehabilitation of the Recreation Park Armory Facility.
- KK. Four hundred fifty thousand dollars (\$450,000) to the City of Montebello for the development and rehabilitation of the City Park Aquatics Center.
- LL. One million dollars (\$1,000,000) to the City of Monterey Park for the development and rehabilitation of Barnes Park.
- MM. One million dollars (\$1,000,000) to the City of Norwalk in accordance with the following schedule:
 - i. Three hundred seventy five thousand dollars (\$375,000) for the development and improvements to Foster Street Greenbelt and Regional Trail Connection.

- ii. Six hundred twenty five thousand dollars (\$625,000) for the development, rehabilitation, and improvement to the Norwalk Aquatic Pavilion.
- NN. Two million five hundred thousand dollars (\$2,500,000) to the City of Palmdale for the development of the Anaverde Basin/Sports Complex.
- OO. Five hundred thousand dollars (\$500,000) to the City of Palos Verdes Estates for the acquisition of land for coastal access, trails and other open space purposes.
- PP. Three hundred thousand dollars (\$300,000) to the City of Paramount for the development of an at-risk youth center located at Progress Park.
- QQ. One million nine hundred thousand dollars (\$1,900,000) to the City of Pasadena in accordance with the following schedule:
 - i. One million dollars (\$1,000,000) for the development and rehabilitation of Hahamonga Watershed Park in accordance with the Hahamonga Park Master Plan.
 - ii. Nine hundred thousand dollars (\$900,000) for the development and rehabilitation of Brookside Park's Fannie Morrison Facility for the planned Kidspace Museum.
- RR. One million dollars (\$1,000,000) to the City of Pico Rivera for the development and rehabilitation of the Pico Rivera Community Center/Rio Hondo Park.
- SS. Four million dollars (\$4,000,000) to the City of Rancho Palos Verdes for the acquisition of critical natural lands and wildlife habitat in the vicinity of Portuguese Bend for preservation as open space.
- TT. Three hundred thousand dollars (\$300,000) to the City of Redondo Beach for the rehabilitation, development and/or improvement of Seaside Lagoon.
- UU. One million dollars (\$1,000,000) to the City of Rolling Hills Estates for the acquisition of natural lands, wildlife habitat, open space and/or equestrian facilities.
- VV. One million dollars (\$1,000,000) to the City of Rosemead for the development of Garvey Park Recreation Center.
- WW. One hundred fifty thousand dollars (\$150,000) to the City of San Dimas for the development and rehabilitation of Horsethief Canyon Park Multi-Use Trail System.

- XX. Seven hundred thousand dollars (\$700,000) for the City of San Fernando for the development of the Youth Activities Center at Las Palmas Park.
- YY. One million seven hundred thousand dollars (\$1,700,000) to the City of San Gabriel for the acquisition and/or development of park and recreation facilities located adjacent to Smith Park.
- ZZ. Two million dollars (\$2,000,000) to the City of Santa Clarita for the development and improvement of the Santa Clarita Valley Regional Park.
- AAA. One million seven hundred thousand dollars (\$1,700,000) to the City of Santa Monica for the improvement and rehabilitation of beach and bluff areas to improve access and to provide improvements for recreational activities. Funds shall only be used for improvements to beach and park lands.
- BBB. Two hundred fifty thousand dollars (\$250,000) to the City of Signal Hill for the development of hiking trails around Signal Hill.
- CCC. Two hundred seventy-five thousand dollars (\$275,000) to the City of South El Monte for the development of boxing and weight room facilities at the Aquatics and Community Fitness Center.
- DDD. Four hundred thousand dollars (\$400,000) to the City of South Gate for the development and/or rehabilitation of an at-risk youth center at Hollydale Industrial Park.
- EEE. One million five hundred thousand dollars (\$1,500,000) to the City of Torrance in accordance with the following schedule:
 - i. Three hundred thousand dollars (\$300,000) for the development of a nature history center and improvements at Madrona Marsh Nature Preserve.
 - ii. One million dollars (\$1,000,000) for the development of the Sports Complex in Charles H. Wilson Park.
 - iii. Two hundred thousand dollars (\$200,000) for rehabilitation and improvements to the Victor E. Benstead Plunge.
- FFF. Four hundred thousand dollars (\$400,000) to the City of Walnut for the development of the Senior Citizens Activity Center.

GGG. One million one hundred thousand dollars (\$1,100,000) to the City of West Hollywood for the development and improvement of the Plummer Park Youth, Senior and Community Center.

HHH. Three million dollars (\$3,000,000) to the City of Whittier in accordance with the following schedule:

- i. Five hundred thousand dollars (\$500,000) for the development and improvement of Parnell Park.
- ii. Two million five hundred thousand dollars (\$2,500,000) for the acquisition of natural lands within the Whittier Hills Wilderness area for preservation of wildlife and natural lands and to provide public access and trails, to be expended by the Whittier-Puente Hills Conservation Authority.

(d) Twenty-two million seven hundred fifty thousand dollars (\$22,750,000) to the Santa Monica Mountains Conservancy, pursuant to Division 23 of the Public Resources Code and the provisions of this resolution, to acquire sensitive and critical mountain and canyon lands, streams, wildlife lands, trails and scenic areas, and to develop parks, trails, public access, senior facilities and camps for at-risk youth in mountain and canyon areas, including lands and areas in the Santa Monica Mountains and the San Fernando Valley and San Gabriel Valley foothills, including seventeen million seven hundred fifty thousand dollars (\$17,750,000) for lands and areas in the Santa Monica Mountains and including five million dollars (\$5,000,000) for the Santa Clarita Woodlands and/or the Rim of the Valley Trail Corridor, with first priority being given to completion of the Santa Clarita Woodlands Park, and for grants to Nonprofit Organizations pursuant to Section 33204.2 of the Public Resources Code.

Section 4. (a) The grant funds authorized pursuant to Section 3 shall be subject to the District's existing application and disbursement guidelines and procedures to the extent consistent with this resolution and as the same may be amended from time to time by the Board consistent with this resolution, and to the guidelines and procedures set forth in this resolution. The Department of Parks and Recreation shall continue to administer the District's grant application and disbursement program, and all applicants for a grant disbursed pursuant to Section 3 of this resolution shall submit an application to the Department of Parks and Recreation for grant approval. The Department of Parks and Recreation shall notify all affected Public Agencies as to the date when funds for grants under this resolution will be available, which shall not be later than July 1, 1997.

(b) The recipient agency of funds for any specific identified project pursuant to this resolution and the 1992 Order shall hold a public hearing regarding funding such specific identified project, either individually or as part of a broader or more general public hearing prior to said agency's application to the District for use of these funds.

Section 5. (a) The grant funds authorized pursuant to subsection (c)(1) of Section 3 shall be allocated to cities which were incorporated on or prior to June 30, 1996, and to the County (representing the unincorporated area of the District), on the basis of each city's and the unincorporated area's respective total number of parcels of land (all as of June 30, 1996). Such figures shall be determined by the Los Angeles County Assessor.

(b) Individual applications for grants pursuant to subsection (c) (1) of Section 3 shall be submitted to the Department of Parks and Recreation for approval as to conformity with the requirements of this resolution. In order to utilize available grant funds as effectively as possible, adjoining jurisdictions shall be encouraged to combine projects and submit joint applications.

(c) The minimum amount that an applicant may request for any individual project is fifteen thousand dollars (\$15,000). Any agency may allocate all or a portion of its per parcel share to a regional or state project or another neighboring jurisdiction and all agencies shall be encouraged to form partnerships with school districts for park and recreation purposes.

(d) Funds allocated to per-parcel grants pursuant to subsection (c)(1) of Section 3 shall be available for expenditure not later than July 1, 1997. These funds shall be expended or committed for expenditure by the recipient by June 30, 2001. Commencing on July 1, 2001, any such grant funds under subsection (c)(1) of Section 3 which are not expended or committed to expenditure by the recipient shall be available for allocation to one or more classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution, and per parcel grant funds that were originally allocated to incorporated cities shall only be spent within municipalities. Upon reallocation by the Board, the original recipient of the funds shall have no further claim to the funds.

(e) (1) Funds allocated to grants for specific identified projects pursuant to subsections (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 shall be available for expenditure not later than July 1, 1997, and shall be expended or committed for expenditure by the recipient prior to June 30, 2003. If these funds are not expended or committed for expenditure prior to June 30, 2003, then, after July 1, 2003 (except as provided in paragraph (2) of this subsection), the agency to which the funds are originally allocated for a specific identified project may submit to the Board an alternative plan for expenditure of the funds in accordance with the purposes of this resolution within the city or area of the District in which funds were originally authorized to be expended. The Board, in its capacity as governing body of the District, may approve the plan by a majority vote. If the revised plan of expenditure is approved by the Board, the reallocated funds shall be expended or committed to expenditure within three years after Board approval of the new plan of expenditure, and if not so expended or committed to expenditure within such three-year period, the funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

The provisions of the foregoing paragraph shall also apply to funds allocated pursuant to paragraph (9) of subsection (b) of Section 3, except that the date June 30, 2003, shall instead be June 30, 2005.

(2) The agency to which funds are originally allocated under subsection (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 may submit to the Board an alternative plan for expenditure of said funds prior to July 1, 2003, only if one or more of the following conditions exists: (A) that due to natural disasters or other acts of nature the project is incapable of being carried out at the original designated site; (B) if an acquisition project, that no lands are for sale or can be acquired within the original designated project area; (C) that the original specific identified project will be carried out using an alternate source of funds; or (D) that the original specific identified project described in Section 3 of this resolution has been completed for less than the amount allocated. The governing body of the recipient agency shall adopt a resolution making findings that one or more of the above conditions exist and the agency shall submit such resolution, together with detailed supporting documentation of such condition(s), to the Department of Parks and Recreation.

The provisions of the foregoing paragraph shall also apply to funds allocated pursuant to paragraph (9) of subsection (b) of Section 3, except that the date June 30, 2003, shall instead be June 30, 2005.

(3) If funds allocated to grants for specific identified projects pursuant to subsections (a)(1) and (c)(2) of Section 3 are not expended or committed for expenditure by the recipient prior to June 30, 2003, and if an alternative plan for expenditure is not submitted to the Board prior to June 30, 2004, these funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

Section 6. (a) Funds allocated to the City of Los Angeles pursuant to paragraphs (3) and (10) of subsection (b) of Section 3, and to the City of Santa Clarita pursuant to paragraph (12) of subsection (b) of Section 3 shall be subject to all of the provisions of this resolution which apply to the funds allocated pursuant to subsection 3(c). Funds allocated to the City of Whittier pursuant to paragraph (11) of subsection 3(b) shall be subject to all of the provisions of this resolution which apply to the funds allocated pursuant to subsection 3(c), and the City of Whittier shall demonstrate to the satisfaction of the Department of Parks and Recreation that the State has authorized the City to expend such funds at the Pio Pico State Historic Park, and provided that the City has obtained all necessary approvals for such project; if the City of Whittier is unable to satisfy the conditions in this sentence, the funds shall be allocated for expenditure within the Whittier Hills in accordance with Section 3(c)(2)(HHH)(ii).

(b) If the City of Los Angeles elects to expend the funds allocated in subsection (c)(2)(FF)(iii) of Section 3 pursuant to an agreement with another Public Agency, the District shall grant these funds directly to said Public Agency, provided that the City of Los Angeles shall

certify the long-term recreational use of the improvements. The funds allocated to the City of Los Angeles in subsection (c)(2)(FF)(iv) of Section 3 shall be expended by the Santa Monica Mountains Conservancy as the public entity responsible for implementation of the Rim of the Valley Trail Corridor Master Plan pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.

Section 7. (a) The funds allocated in subsections (a)(2) and (a)(3) of Section 3 shall be available as grants on a competitive basis to Public Agencies and Nonprofit Organizations. The funds shall be encumbered by the recipient within three years of the date when such grants are awarded. The Department of Parks and Recreation shall allocate a share of such competitive funds for expenditure in the unincorporated area of the District using the same procedures specified in subsection (a) of Section 5. The funds allocated pursuant to subsection (a)(2) of Section 3 for competitive grant programs shall be divided equally among the respective purposes specified therein, consistent with the procedures developed by the District for similar competitive grant funds pursuant to the 1992 Order.

(b) Competitive funds allocated pursuant to Section 3 and the 1992 Order shall be made available on a regular annual basis until all such funds are encumbered, and the Department of Parks and Recreation shall notify affected Public Agencies and Nonprofit Organizations of the availability of such funds. Organizations representing ten or more cities shall be given the opportunity by the Department of Parks and Recreation to be fairly represented in the evaluation process established by the Department of Parks and Recreation pursuant to the 1992 Order to evaluate all competitive grant applications. For all competitive grants awarded pursuant to Section 3 and the 1992 Order to Nonprofit Organizations and to Public Agencies from a city with a population of 100,000 or less, costs eligible for reimbursement shall include reasonable costs of preparation of documents needed to apply to the District for the grant, including costs of biological assessments required pursuant to subsection (c) of Section 8, up to three percent (3%) of the total grant amount awarded. In each year that competitive grant funds are available, an amount not less than two and one-half percent (2.5%) of funds available to the District in that year for administrative purposes shall be expended by the District through grants or contracts to independent firms or qualified Nonprofit Organizations for the purpose of providing a technical assistance program to Public Agencies and Nonprofit Organizations throughout the District in preparation of competitive grant requests. The District shall prepare said technical assistance program for Board approval. The Board shall have the ability to adjust the percentage of funds used for said purposes if it determines that the level of funding required to provide the Board-approved technical assistance program is less than the stated percentage. Two hundred fifty thousand dollars (\$250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Rim of the Valley Trail Corridor, and two hundred fifty thousand dollars (\$250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Santa Monica Mountains.

(c) All other criteria being equal, priority for allocation of any competitive grants under this resolution shall be given to those cities, and to Nonprofit Organizations applying jointly with

those cities, which are not designated recipients of funds for specific identified projects in subsection (c)(2) of Section 3 of this resolution or subsection (b)(2) of Section 8 of the 1992 Order. Any city or Nonprofit Organization which would otherwise be entitled to a priority under this subsection (c) shall not be entitled to such priority after it has been awarded a competitive grant under this resolution or the 1992 Order.

(d) In awarding competitive grants, priority shall be given to those proposals which provide for the employment of youth, and particularly at-risk youth, from the area in which the proposed project is located, or which include or are to be administered by a Nonprofit Organization with a demonstrated history of youth employment, gang prevention and intervention, and training programs for at-risk youth, including local community conservation corps and the California Conservation Corps. Such priority shall give due consideration to the employment of female, as well as male, at-risk youth. In furtherance of this goal, the Board may adopt such rules and regulations, and impose such conditions on the recipients of funds under this resolution and the 1992 Order, as the Board may determine to be necessary or appropriate.

(e) One or more individual jurisdictions may enter into an agreement with one or more Public Agencies or Nonprofit Organizations for the purpose of carrying out a grant pursuant to this Section, subject to the requirements of Sections 10 and 11.

Section 8. (a) Funds allocated for competitive grants for rivers and streams pursuant to subsection (a)(2) of Section 3 and the 1992 Order shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the restoration, rehabilitation or acquisition of natural lands and the development of recreational resources along rivers and streams in the County, including the Santa Clara, San Gabriel and Los Angeles Rivers or their tributaries. These funds shall be used only for the acquisition and/or restoration of lands for natural habitat, wildlife enhancement, and/or development of compatible recreational resources. No less than sixty percent (60%) of funds available for competitive grants for rivers and streams pursuant to subsection (a)(2) of Section 3 shall be used for acquisition, restoration and rehabilitation of natural lands along these rivers and streams. Remaining funds shall be available for development of recreational resources compatible with any existing or restored natural habitat.

(b) Funds allocated for competitive grants pursuant to subsection (a)(3) of Section 3 shall be available as competitive grants for at-risk youth recreation and service facilities only for projects which demonstrate at least sixty percent (60%) usage of the facilities by at-risk youth. The foregoing restriction shall also apply to funds allocated under the 1992 Order for competitive grants for at-risk youth recreation and service facilities. Priority for these grants shall be given to those applications which demonstrate equal attention to the specific needs of girls and boys. An amount not less than five hundred thousand dollars (\$500,000) shall be granted to the Department of Children and Family Services for development and/or improvement of at-risk youth recreation and service facilities at MacLaren Hall. An amount not less than two million five hundred thousand dollars (\$2,500,000) shall be allocated to the Mountains Recreation and Conservation Authority for acquisition and development of an at-risk youth camp in the Whittier

Puente Hills east of Colima Road for the use of, and accessible to, at-risk youth from densely-populated, highly-urbanized areas with a high population of at-risk youth and with low per capita percentage of park, recreation, community or open space lands or facilities.

(c) Funds allocated for competitive grants for acquisition and/or restoration of natural lands pursuant to subsection (a)(2) of Section 3 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the acquisition, improvement and/or restoration of natural lands including but not limited to coastal sage scrub, desert, coastal dunes, coastal prairies, chaparral, vernal pools, oak woodlands, forests and native grasslands habitat. Applications for these grant funds shall include a biological assessment of the site including current and historical information, a restoration plan and a long-term habitat management plan. Applicants shall provide documentation of consultation with experts in conservation biology and natural habitat restoration and shall provide documentation that said plans and assessments have been reviewed by these experts.

Section 9. (a) Funds authorized pursuant to subsection (a) (4) of Section 3 shall be available for grants to Public Agencies and shall be expended only for capital outlay projects which meet one or more of the following criteria: (1) protect public health in recreational waters; (2) preserve and enhance the ecological integrity of significant watersheds containing Significant Ecological Areas; (3) are Best Management Practices as defined in the Storm Water NPDES permit for the County and approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board; and (4) reduce runoff into Santa Monica Bay where the runoff travels across lands that contribute large amounts of toxic pollutants to the storm drain system, or measurably reduce the toxicity of that runoff. Proposed projects shall be submitted to the Regional Water Quality Control Board for review and approval.

(b) The Department of Public Works shall prepare, and submit to the Board for approval, a timeline and proposed criteria and procedures for evaluating grants authorized pursuant to subsection (a)(4) of Section 3 of this resolution (and subsection (a)(6) of Section 8 of the 1992 Order) no later than March 30, 1997. The Regional Water Quality Control Board shall in a public process review and give final approval to the criteria and procedures for evaluating these grants.

Section 10. No funds authorized under Section 3 may be disbursed to any recipient unless the recipient agrees:

(a) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds. With the approval of the granting agency, the recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this Section.

(b) To use the property only for the purposes of this resolution and to make no other use, sale, or disposition of the property, except as provided in Section 11.

(c) Any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under this resolution shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13. The recipient shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.

(d) To comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended, to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes, or other evidences of indebtedness issued to finance such disbursement of funds to such recipient.

The conditions specified in paragraphs (a), (b), (c) and (d) of this Section shall not prevent the transfer of property acquired, developed, improved, rehabilitated or restored with funds authorized pursuant to Section 3 of this resolution from the recipient to another Public Agency, to a Nonprofit Organization authorized to acquire, develop, improve, restore and/or operate real property for park, wildlife, recreation, community, open space or gang prevention and intervention purposes, or to the National Park Service, provided that any such successor to the recipient assumes the obligations imposed by such conditions.

Section 11. (a) Before the use of any property acquired, developed, improved, rehabilitated or restored through a grant pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, the recipient of said funds must hold a public hearing relative to such proposed change in use or sale or other disposition of said property, and at the conclusion of such public hearing, the recipient must adopt a finding that the proposed change in use or sale or other disposition of said property will further the purposes of this resolution. If the recipient adopts such a resolution and proceeds with the change in use or sale or other disposition of said property, an amount equal to the greater of (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated, or restored with the grant, shall be used by the recipient, subject to Section 10, for a purpose authorized in the category to which the funds were originally allocated or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the recipient, subject to Section 10, for a purpose authorized in the category to which the funds were originally allocated or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

(b) Nothing in this Section shall limit a grantee from transferring property acquired pursuant to this resolution to the National Park Service or the State Park System, with or without consideration.

Section 12. (a) All real property acquired pursuant to this resolution shall be acquired in compliance with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code. Public Agencies and Nonprofit Organizations receiving funds under this resolution shall certify compliance to the Department of Parks and Recreation. Funds disbursed to a Public Agency under this resolution may be expended by that receiving Public Agency, or by a joint exercise of powers entity established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code pursuant to an agreement with such receiving Public Agency.

(b) For purposes of this resolution, the term "acquisition" includes gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to the District, conditional or unconditional, for park, conservation, recreational, community, cultural, wildlife habitat, natural lands or other purposes for which real property may be acquired or developed pursuant to this resolution, shall be made in the name of the County and accepted and received on behalf of the District in the name of the County by the Board. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 3.

Section 13. Reasonable public access to lands acquired in fee with funds made available pursuant to this resolution shall be provided except where that access may interfere with resource protection. "Reasonable public access" includes, but is not limited to, parking and public restrooms.

Section 14. All funds of the District allocated to projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular project is being carried out. In furtherance of the goal of increasing employment opportunities for at-risk youth, the Board may adopt such rules and regulations, and impose such conditions on recipients of funds under the 1992 Order and this resolution, as the Board may determine to be necessary or appropriate.

Section 15. To the maximum extent feasible, Public Agencies and Nonprofit Organizations shall be encouraged to use funds received pursuant to this resolution to provide funding through agreements with community conservation corps, the California Conservation Corps, and with other community organizations, particularly when youth can be employed to

work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth in this resolution.

Section 16. Prior to recommending the acquisition of lands that are located on or near tidelands, submerged lands, swamp or overflowed lands, or other wetlands, whether or not those lands have been granted in trust to a local Public Agency, any agency receiving funds pursuant to this resolution shall submit to the State Lands Commission any proposal for the acquisition of those lands. The State Lands Commission may, at its discretion, within ninety (90) days after such a submission, review the proposed acquisition, make a determination as to the State's existing or potential interest in the lands, and report its findings to the entity making the submission and to the Department of Parks and Recreation.

Section 17. (a) Funds that are granted pursuant to Section 3 for the purposes of development, improvement, rehabilitation and/or restoration shall be expended for these purposes only on lands owned by the applicant Public Agency or Nonprofit Organization or subject to a lease or other interest held by such Public Agency or Nonprofit Organization. If such lands are not owned by the applicant or subject to such other interest held by the applicant, the applicant shall first demonstrate to the satisfaction of the administering agency that the project will provide public benefits commensurate with the type and duration of the interest in land held by the applicant.

(b) No wetlands or riparian habitat acquired pursuant to this resolution shall be used as a dredge spoil area or shall be subject to revetment which damages the quality of the habitat for which the property was acquired.

(c) Any restoration of natural habitat lands restored pursuant to this resolution and the 1992 Order shall use only species native to California to the maximum extent feasible. Funds allocated pursuant to Section 3 that are used for landscaping, planting trees or any other planting projects shall use drip irrigation or other water conserving irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, except when such use can be shown to be infeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems. Any recipient of funds for planting on natural lands shall make every effort to use only plant species and vegetation types which are appropriate to the local ecosystem of the site.

(d) Notwithstanding subsection (e) of this Section, the development of recreational resources or facilities pursuant to this resolution and the 1992 Order shall not degrade the natural values present or being restored along rivers, tributaries and wetlands, nor shall they be used for flood control projects.

(e) Any project funded pursuant to this resolution and the 1992 Order shall include sufficient funds to mitigate damage done to natural lands as a result of said project as otherwise required by law.

(f) No funds shall be used to pay for mitigation which is required to be carried out by state or federal law in connection with a project or activity which is not funded pursuant to this resolution or the 1992 Order.

Section 18. No provision of this resolution shall be construed as authorizing the condemnation of publicly-owned lands.

Section 19. Funds provided to the Santa Monica Mountains Conservancy shall be held and disbursed by the District and, upon application by the Conservancy, shall be expended solely for projects approved by the Board, pursuant to such criteria as the Board may in its discretion adopt; provided, that said funds shall be for projects identified in the annual work program of the Conservancy transmitted to the Governor and the Legislature pursuant to paragraphs (1) and (2) of subdivision (a) of Section 33208 of the Public Resources Code, as amended from time to time after a noticed public hearing, and provided that the Board may disapprove a project in an incorporated city only upon a finding that the acquisition or improvement of a project will involve the acquisition of or access to a site identified or proposed for present or potential future sanitary landfill purposes by the County, or involve any other land or project which may directly or indirectly hinder or impact the ability of the County to use any site so identified for such purposes. All land acquired in whole or in part with funds allocated to the Conservancy hereunder shall be purchased from willing sellers, and in no event shall funds allocated to the Conservancy hereunder be used to pay or reimburse the purchase price of land acquired through the exercise of the power of eminent domain. Disbursement of funds pursuant to subsection (d) of Section 3 shall be governed by the procedures specified for the 1992 order in the order of the Board dated March 29, 1994, and such method of disbursement shall continue to apply to the 1992 Order and to funds provided pursuant to this resolution, except that funds shall be expended within five years of disbursement.

Section 20. If funds are allocated in a citywide measure adopted by the City of Los Angeles in 1996 for any project located at the site of a project identified in subsections (c)(2)(FF)(i) through (xiv), inclusive of Section 3, and in subsection (b)(3) or (b)(10) of Section 3, the funds allocated in this resolution for that project may be reallocated by the Board for another project with regional recreation or open space benefit consistent with the purposes of this resolution within the City of Los Angeles. Such project shall be approved by the City Council of the City of Los Angeles.

Section 21. (a) The Department of Parks and Recreation shall administer for the District all funds for the projects and programs described in this resolution. Administrative costs eligible for funds available for project planning and design of projects funded pursuant to this resolution and the 1992 Order shall include project design and inspection when said inspection is required by the agency responsible for carrying out the project. In any year, a recipient agency may utilize

an amount not more than one percent (1%) of the funds which it is eligible to receive under subsection (b) of Section 23 for reimbursement of accounting and bookkeeping costs as applicable overhead to pay for compliance with the District's accounting and reporting requirements.

(b) Consistent with subsection (a) of Section 23, proceeds of the Additional Assessment shall be used for: (i) costs of maintenance and servicing of projects funded by the District (whether such projects were funded through the application of cash proceeds of assessments or proceeds of bonds, notes or other evidences of indebtedness issued by the District in accordance with this resolution or the 1992 Order) or otherwise acquired pursuant to this resolution, (ii) payment of actual administrative costs associated with carrying out the purposes of the District, by the District and recipient Public Agencies, and (iii) either to pay directly the costs of projects authorized pursuant to this resolution or the 1992 Order, or to pay debt service on any bonds, notes or other evidences of indebtedness of the District.

(c) It is the intention of the District to issue bonds, notes or other evidences of indebtedness, to fund all or a portion of the costs of the projects listed in Section 3 of this resolution. Such bonds, notes or other evidences of indebtedness may be issued in one or more series at such times and in such principal amounts as the Board may determine in its sole discretion.

(d) All proceeds of the Additional Assessment shall be deposited into the Parks Fund established pursuant to the 1992 Order. The Auditor-Controller of the County, on behalf of the District, may create any other funds, accounts or subaccounts necessary or desirable to account for the funds of the District, including the proceeds of assessments and bonds, notes and other evidences of indebtedness issued by the District.

(e) In accordance with the 1992 Order, all revenue generated by the District, including the proceeds from the issuance of any bonds, notes or other evidences of indebtedness, shall be deposited in the Parks Fund and shall be allocated among all affected Public Agencies within the District as defined in Section 5506.9 of the California Public Resources Code, for expenditure consistent with the purposes of Division 5, Chapter 3, Article 3 of said Public Resources Code and of the 1992 Order and this resolution. The County shall be reimbursed from the Parks Fund for the actual costs of administration of the District and the costs of issuance of bonds, notes or other evidences of indebtedness by the District.

(f) If the County purchases a surety bond to replace cash in a debt service reserve fund, either before or after bonds are issued, the cash so replaced shall be allocated in the same manner described in Section 24.

(g) No proceeds of any bonds, notes or other evidences of indebtedness issued by the District shall be used for any operations, maintenance or servicing purposes, except that such proceeds may be used to pay all costs incidental to the preparation and issuance of bonds, notes or other evidences of indebtedness of the District.

(h) The amounts of all allocations designated in Section 3 are net amounts, and shall not be reduced for administrative costs of the District.

(i) The District shall contract for an independent audit to be conducted annually by an independent auditing firm for the purposes of determining compliance by the District with the terms of this resolution and the 1992 Order, and to report on the status of all expenditures, grants and contracts as of the end of each fiscal year, including all fund balances; such audit to be completed and such auditor's report to be issued by January 1 of the following year. The Board may establish by resolution the scope of the annual audit which may include among other things an audit of the funds received and expended pursuant to this resolution and the 1992 Order by any recipient agency, including but not limited to the Department of Parks and Recreation, the Santa Monica Mountains Conservancy, the City of Los Angeles and the Department of Beaches and Harbors.

(j) The District shall manage its revenues and issue debt in a manner so as to ensure that sufficient funds are available in accordance with the terms of the Master Indenture to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09, and shall annually prepare a Plan of Revenues and Expenditures for the entire life of the 1992 Assessment and the Additional Assessment which demonstrates such availability of funds. The annual Plan of Revenues and Expenditures shall be prepared following completion of the annual audit referred to in subsection (i) of this Section and shall be adopted by the Board prior to June 30 of each year. In preparing the Plan of Revenues and Expenditures the District shall consult with an independent Financial Consultant, and may incorporate directly or by reference all or any portion of the engineer's report prepared by the District for that fiscal year.

Section 22. The Additional Assessment shall be levied for a period of twenty-two (22) years beginning with the fiscal year in which such Additional Assessment is first levied and collected by the District.

Section 23. (a) In each of the first twenty (20) years after the date the Additional Assessment is first levied and collected, a minimum of eighty percent (80%) of all proceeds of the Additional Assessment levied and collected by the District shall be used for capital outlay projects, including, but not limited to, acquisition and improvement of real property. For purposes of this resolution, capital outlay projects include the servicing of bonds, notes or other evidences of indebtedness issued by the District.

(b) On an annual basis, fifteen percent (15%) of all proceeds of the Additional Assessment and the 1992 Assessment (or such greater percentage of the proceeds of the Additional Assessment and the 1992 Assessment, not to exceed twenty percent (20%), as determined by the Board) shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service capital outlay projects funded by the District pursuant to the 1992 Order and this resolution. Such maintenance and servicing amount

of the Additional Assessment and the 1992 Assessment shall be allocated each year as follows: (1) to the County (for the benefit of the Department of Parks and Recreation, or the Department of Beaches and Harbors, or any other applicable department as determined by the Board), an amount obtained by multiplying the aggregate amount of such maintenance and servicing funds to be allocated for such year by a fraction, the numerator of which is the number of parcels of land in the unincorporated area of the County and the denominator of which is the total number of parcels of land in the County; (2) to the Santa Monica Mountains Conservancy, or any other agency designated by it to manage properties acquired pursuant to this resolution or the 1992 Order by the Conservancy or any joint powers entity to which the Conservancy is a party which has acquired properties pursuant to the 1992 Order or this resolution, a percent of the total maintenance and servicing funds that equals the percent of the total capital outlay funds that are allocated to and/or to be expended by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority pursuant to Section 3 of this resolution; and (3) except as provided in the next paragraph, to each incorporated city within the District, an amount obtained by multiplying the maintenance and servicing funds remaining after the allocations described in the preceding clauses (1) and (2) by a fraction, the numerator of which is the number of parcels of land in such city and the denominator of which is the total number of parcels of land in the incorporated areas of the County. Of the maintenance and servicing funds allocated to the County in this resolution and the 1992 Order, the Department of Beaches and Harbors shall be allocated an amount obtained by dividing the total amount of funds allocated to the Department of Beaches and Harbors in this resolution and the 1992 Order by the total amount of funds allocated for specific identified projects and for per parcel grants to the Department of Parks and Recreation in this resolution and the 1992 Order. On an annual basis, one million seven hundred thousand dollars (\$1,700,000) shall be deducted from the maintenance and servicing funds allocated to the City of Los Angeles in this resolution and the 1992 Order, and such amount shall be used to pay debt service on bonds, notes or other evidences of indebtedness issued to fund the project described in Section 8(b)2.V.x of the 1992 Order. In the event of an inconsistency between this Section and Section 23 of the 1992 Order, this Section shall prevail.

The allocations described in this Section 23 shall be made only to those recipients which certify that (1) such funds shall be used only to maintain and service projects funded by the District pursuant to this resolution or the 1992 Order, and (2) such funds shall be used to supplement existing levels of service and not to fund existing levels of service.

(c) If operation and maintenance and/or ownership of the County's beaches are transferred to a non-County entity in the future, the funds allocated pursuant to this section for maintenance and servicing of the County's beaches shall be re-allocated by the Board for maintenance and servicing of projects funded by this resolution or the 1992 Order.

Section 24. (a) To the extent permitted by applicable law and not inconsistent with the other provisions of this resolution, in each fiscal year, as determined by the independent audit conducted pursuant to subsection (i) of Section 21, a portion of the excess of (1) assessment revenues collected pursuant to this resolution and the 1992 Order plus investment earnings thereon, and any other revenues of the District (excluding bond proceeds or any other evidences

of indebtedness, but including collections of delinquent assessments and interest and penalties thereon), all cumulative to the date of the independent audit, over (2) amounts expended for capital outlay (excluding capital outlay funded with bond proceeds or other borrowed funds), and amounts expended or allocated for maintenance and servicing, administrative costs and debt service, all cumulative to the date of the independent audit (such excess being hereinafter referred to as the "Excess"), shall be allocated by the Board for grants in furtherance of the purposes of this resolution and the 1992 Order. The independent Financial Consultant referred to in subsection (j) of Section 21 shall annually determine what portion of the Excess from the prior year may be made available in the next fiscal year pursuant to this Section 24 without impairing the ability of the District to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09 and without impairing the District's ability to issue or repay bonds, notes or other evidences of indebtedness (such amount being hereinafter referred to as the "Available Excess"). The independent Financial Consultant shall make a recommendation as to the Available Excess to the District for its use in preparing the annual Plan of Revenues and Expenditures referred to in subsection (j) of Section 21. In each year, 80% of the Available Excess as identified in the Plan of Revenue and Expenditures approved by the Board shall be allocated by the Board pursuant to this section and in accordance with the following schedule (to the extent permitted by applicable law and not inconsistent with the other provisions of this resolution): 80% shall be allocated for capital projects and 20% shall be allocated for maintenance and servicing of those capital projects.

(b) Over the life of the 1992 Assessment and the Additional Assessment, a total of ten percent (10%) of the funds expended for capital outlay pursuant to subsection (a) shall be allocated for competitive grants pursuant to subsections (a)(2) and (a)(3) of Section 3, which shall be allocated equally among each supervisorial district; the remainder of the funds to be expended pursuant to subsection (a) of this Section shall be equally distributed between the category of highest priority regional open space and recreation projects (as defined in this Section) and the category of regional park and recreation facilities (as determined by the District). Of the annual amount of funds allocated pursuant to this Section, capital funds shall be available only to those agencies which have expended or committed to expenditure the capital funds allocated to said agencies in any category of expenditure under this resolution and the 1992 Order, except that the amount available for the category of regional park and recreation facilities shall be equally distributed between grants to the County and incorporated cities. Grants to incorporated cities shall be made only to those cities that have expended or committed to expenditure all funds allocated to them in all categories of expenditure under this resolution and the 1992 Order. In any year, first priority for expenditure of funds under this section shall be given to land acquisition projects. Capital funds not encumbered in any fiscal year shall be available for reallocation by the Board, pursuant to this section, in the subsequent annual allocation.

(c) For purposes of this section, "highest priority regional open space and recreation projects" shall mean projects for the purposes of and expended by the agencies identified in subsections (b)(2), (b)(9), (b)(14), and (d) of Section 3, including the Santa Clarita Woodlands,

and for projects along Ballona Creek consistent with the purposes and conditions specified in subsection (b)(9).

Section 25. Individuals who qualify for the California Property Tax Postponement Program (Sections 20581 et seq. of the California Revenue and Taxation Code) may also qualify for postponement of the Additional Assessment. The Treasurer and Tax Collector of the County shall notify those individuals who have qualified for the Property Tax Postponement Program of this provision.

Section 26. The method of assessment contained in the Engineer's Report with respect to the 1992 Assessment is hereby amended to the extent and with the effect that the portion of any vacant parcel of land, and the vacant portion of any partially improved parcel of land, in excess of two and one-half acres shall not be assessed. Notwithstanding any discrepancies, differences or variations between the Engineer's Report with respect to the 1992 Assessment and the Engineer's Report with respect to the Additional Assessment, it is the intent of this resolution that the method of assessment with respect to both the 1992 Assessment and the Additional Assessment shall be identical in all respects. Any such discrepancies, differences or variations in the method of assessment shall be resolved in favor of the Engineer's Report with respect to the Additional Assessment.

Section 27. Any revenue generated by the District (including the proceeds of any indebtedness of the District) which is available for capital outlay purposes, may be applied to fund any project contemplated under the 1992 Order or this resolution. In furtherance of this provision, proceeds of the 1992 Assessment which are to be applied to capital outlay purposes may be applied to fund projects under this resolution, and proceeds of the Additional Assessment which are to be applied to capital outlay purposes may be applied to fund projects under the 1992 Order. In addition, any proceeds of the 1992 Assessment or the Additional Assessment which are to be applied to capital outlay purposes may be applied to pay the principal of, or interest on, any bonds, notes or other indebtedness of the District, regardless of the time of issuance or the use of the proceeds of such bonds, notes or indebtedness.

Section 28. In case any provision of this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this resolution shall not in any way be affected or impaired thereby.

Section 29. This resolution shall not take effect unless approved by a majority of the voters of the County voting on the matter at a general or special election called by the Board for such purpose. If so approved by the voters, this resolution shall take effect, and the Additional Assessment shall exist and be deemed approved, all as of the date of the election, without regard to the date of certification of the election results.

Section 30. The officers and employees of the County and ex officio the officers and employees of the District, are and each of them acting alone is, hereby authorized and directed to

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The foregoing resolution was on the 18th day of June, 1996, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JOANNE STURGES, Executive Officer-Clerk of
the Board of Supervisors of the County of Los
Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By: _____
Principal Deputy County Counsel

mjs15:measure.bos
6/17:final

Attachment B

**Grant Application Form and Resolution of the City of Covina
for Joslyn Center ADA and Beautification Improvement Project**

Grant Number: 58C4-15-2507

The complete application is on file with the District and is hereby incorporated by reference.

REG. BY & OPEN SPACE DIST
 RECEIVED
 County of Los Angeles
 Regional Park and Open Space District

EXHIBIT A

Grant Application Form

This form and required attachments must be submitted for each project.

Project Name: Joslyn Center ADA and Beautification Improvement Project	<div style="border: 1px solid black; padding: 5px;"> <i>For District Use Only</i> <u>5804 - 15 - 2507</u> </div> Program Manager:
Project Applicant: <i>(Name of agency and mailing address)</i> City of Covina 125 East College Street Covina CA 91723	Proposition Section(s) <u>4.F.S.D; 4.G.S.D; 4.I.S.D;</u> <u>4.K.S.D; 4.M.S.D</u> Grant Amount Requested: <u>\$300,000.00 \$250,000</u> Total Project Cost: <u>\$498,081.00</u> <u>General Fund</u> <u>Park Impact Fees</u> Project Address: <u>815 North Barranca</u> <u>Covina CA 91723</u>

Grant Applicant's Representative Authorized in Resolution:

Daryl Parrish	City Manager	(626) 384-5411
Name	Title	Phone

Person with day-to-day responsibility for project (if different from authorized representative):

Amy Hall-McGrade	Parks & Recreation Director	(626) 384-5335
Name	Title	Phone

Brief Description of Project:

Renovation of the existing interior restrooms. Parking lot improvements to include: Widening of the front park entrance, resurfacing of the existing parking lot, creation of another lighted parking lot near the front of the building to increase senior and park participant parking.

Project Performance End Date: January / 30 / 2016

For Development Projects - Land Tenure:

Project is 10 acres

10 Acres owned by Applicant (fee simple)

 Acres available under a year lease

 Acres - Other (please explain)

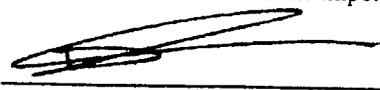
For Acquisition Projects:

Project is acres.

 Acquired in fee simple by Applicant

 Acquired in other than fee simple (please explain)

I certify that the information contained in this project application form, including the required attachments, is accurate and that I have read and understand the important information and assurances on the reverse side of this form.



 Signature of Applicant's Representative as shown in resolution.

8/28/14

 Date

revised 1/00

RESOLUTION NO. 17-7266

A RESOLUTION OF THE CITY OF COVINA APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR FIFTH SUPERVISORIAL DISTRICT COMPETITIVE EXCESS FUNDING FOR THE JOLSYN CENTER ADA AND BEAUTIFICATION IMPROVEMENT PROJECT F-1404 AND APPROVING THE ADOPTION OF A YOUTH EMPLOYMENT PLAN

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions, and

WHEREAS, the District's procedures require City of Covina to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that City of Covina must comply with; and

WHEREAS, City of Covina certifies, through this resolution, that the application is approved for submission to the District; and

WHEREAS, City of Covina will enter into an Agreement with the District to provide funds for acquisition and development projects.

WHEREAS, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF COVINA HEREBY:

SECTION 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Funds for the above project; and

SECTION 2. Certifies that City of Covina understands the assurances and certification in the application form; and

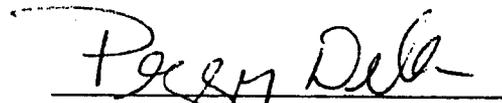
SECTION 3. Certifies that City of Covina has, or will have, sufficient funds to operate and maintain the project in perpetuity; and

SECTION 4. Certifies that City of Covina will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and

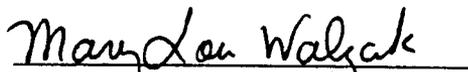
SECTION 5. Approves the adoption of a Youth Employment Plan for the project (see attached); and

SECTION 6. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

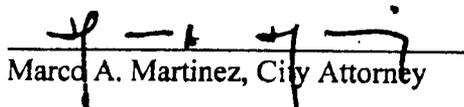
PASSED, APPROVED AND ADOPTED this 19th day of August, 2014.


Peggy Delach, Mayor

ATTEST:


Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:


Marco A. Martinez, City Attorney

CERTIFICATION

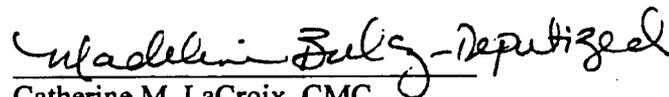
I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, California do hereby certify that the forgoing Resolution No. 14-7266 was introduced and adopted by the Covina City Council at a regular meeting thereof held on the 19th day of August 2014, by the following vote of the Council:

AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE


Catherine M. LaCroix, CMC
Chief Deputy City Clerk



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. CC 16

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE City Council to approve the Legal Services Agreement with Liebert Cassidy Whitmore, a Professional Law Corporation, and authorize the City Manager to execute.

STAFF RECOMMENDATION

Approve the Legal Services Agreement with Liebert Cassidy Whitmore, a Professional Law Corporation, and authorize the City Manager to execute.

FISCAL IMPACT

None.

BACKGROUND

The City has used the law firm of Liebert Cassidy Whitmore for labor and employment advice for the past several years; however, they do not have a professional services agreement on file with the City. A professional services agreement is required in order to be in compliance with the City's purchasing ordinance.

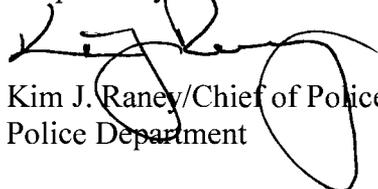
Per the agreement, Liebert Cassidy Whitmore shall receive compensation for all services rendered at the hourly rates set forth in Exhibit A. Rates are subject to review annually effective July 1, and can be amended by mutual consent of the parties. City staff and Liebert Cassidy Whitmore is aware that compensation shall not exceed \$50,000 in any fiscal year during the term of this Agreement without City Council approval.

The term of this Agreement is June 16, 2015 through June 30, 2019, with the option of two one (1) year extensions. The City may, by written notice to Liebert Cassidy Whitmore, terminate the whole or any part of the Agreement at any time and without cause by giving written notice of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

EXHIBITS

A. Professional Services Agreement

Respectfully submitted



Kim J. Raney/Chief of Police
Police Department

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of June, 2015 by and between the CITY OF COVINA, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and LIEBERT CASSIDY, WHITMORE a Professional Law Corporation, with its principal place of business at 6033 W. Century Blvd., 5th Floor, Los Angeles, CA 90045 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing LEGAL SERVICES to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply PROFESSIONAL LEGAL SERVICES for the Police Department including police defense services and labor relation issues, including but not limited to those classifications that are covered under the provisions of Government Code 3300, et seq, the Public Safety Officer Procedural Bill of Rights Act. All Services shall be subject to, and performed in accordance with, this Agreement, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall begin June 16, 2015 through June 30, 2019, WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS, unless terminated earlier as provided herein.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on

behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: SCOTT TIEDEMANN OR HIS DESIGNEE

3.2.5 City's Representative. The City hereby designates KIM J. RANEY, CHIEF OF POLICE, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates SCOTT TIEDEMANN or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for

inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.3 Labor Certification. By its signature hereunder, Consultant certifies that it is 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 the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.4 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 minimum per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability* – not applicable for this agreement; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 minimum per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Claremont, its directors, officials,

officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. Not applicable for this agreement.

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.10.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. Compensation shall be at the hourly rates set forth in Exhibit A attached hereto. Rates are subject to review annually effective July 1, and can be amended by mutual consent of the parties. Consultant compensation shall not exceed \$50,000 in any fiscal year during the term of this Agreement. Extra Work may

be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality. Not applicable for this agreement.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Liebert Cassidy Whitmore
6033 W. Century Boulevard, 5th floor
Los Angeles, CA 90045
Attn: Scott Tiedemann

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Kim J. Raney, Chief of Police

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. 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. Consultant shall hold harmless, indemnify and defend the City and its officers, employees, servants, agents, successors and assigns from and against any and all claims, demands, judgments, awards, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Consultant or any of its officers, employees or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the City or any of its officers, employees, servants, agents, successors or assigns.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any

term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND LIEBERT CASSIDY WHITMORE**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of June, 2015.

CITY OF COVINA

By: _____
Andrea M. Miller
City Manager

Attest: _____
Evelyn Leach
Interim Chief Deputy City Clerk

LIEBERT CASSIDY WHITMORE

By: _____

Scott Tiedemann

PARTNER

Exhibit A
Schedule of Rates

Partners	\$325.00 per hour
Of Counsel	\$285.00 per hour
Associates	\$190.00 - \$265.00 per hour
Paraprofessionals & Litigation Support	\$75.00 - \$150.00 per hour



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE **JUNE 16, 2015**

ITEM NO. CC 17

STAFF SOURCE Danielle Tellez, Director of Human Resources
Marie Klymkiw, Risk Manager

A handwritten signature in black ink, appearing to be "DT", located to the right of the staff source information.

ITEM TITLE Approval of Paid Sick Leave Policy for Part-Time Employees, as Mandated by the State of California, Effective July 1, 2015.

STAFF RECOMMENDATION

Approve Paid Sick Leave Policy for part-time employees as mandated by the State of California, effective July 1, 2015.

FISCAL IMPACT

The fiscal impact is unknown at this time. Once the sick leave accrual process is implemented for part time employees and they begin utilizing available leave time, staff will be able to estimate the potential fiscal impacts.

BACKGROUND

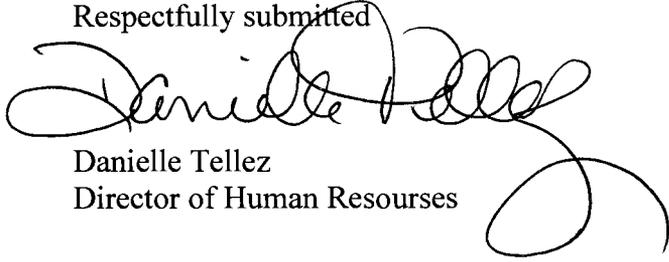
During last years' legislative session, Governor Brown signed AB 1522, known as the "Healthy Workplaces, Healthy Families Act of 2014." This law requires California employers to provide paid sick leave to all employees beginning July 1, 2015. The City currently provides paid sick leave to salaried full time employees, however has not provided paid sick leave for part-time and seasonal workers. Therefore, beginning July 1, 2015, the City will be required to provide at least three days of paid sick leave per year to eligible employees at their regular hourly wage. The law provides two options for implementation. The first option allows employers to provide 24 hours of paid sick leave credited up front for the year. The second option allows employers to implement an accrual method, which provides that employees earn one (1) hour of paid sick leave for every 30 hours worked. The City has chosen to implement option two, the accrual method.

Since full-time employees are provided with paid sick leave in accordance with their respective employment agreement or Memorandum Of Understanding (MOUs), this new law applies only to part-time employees of the City of Covina.

EXHIBITS

1. City of Covina Paid Sick Leave Policy for Part-Time Employees

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Danielle Tellez', with a large, decorative flourish extending from the end of the signature.

Danielle Tellez
Director of Human Resources



CITY OF COVINA
Paid Sick Leave Policy for Part-Time Employees
Effective July 1, 2015

- A. Effective July 1, 2015, part-time employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked. The maximum number of hours that may be accrued shall be capped at 48 hours. Paid sick leave will be paid at the part-time employee's base hourly rate of pay.
- B. Accrual of sick leave shall commence after thirty (30) days of employment.
- C. Part-time employees shall be entitled to use accrued paid sick leave beginning 90 days from date of hire.
- D. Part-time employees are permitted to use a maximum of twenty-four (24) hours of accrued paid sick leave per 12-month period.
- E. Part-time employees may use their accrued paid sick leave for their own health care needs or for those of the following family members:
 - 1) A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - 3) A spouse.
 - 4) A registered domestic partner.
 - 5) A grandparent.
 - 6) A grandchild
 - 7) A sibling.
- F. Part-time employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:
 - 1) A temporary restraining order.

- 2) Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 3) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 4) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 5) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 6) To participate in safety planning, and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- G. A part-time employee's accrued paid sick leave shall carry over to the following year. The maximum number of paid sick leave hours shall be capped at 48 hours.
- H. Part-time employees shall not receive any cash out or compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment.
- I. When a part time employee separates from City employment and is subsequently re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated.
- J. If the need to use accrued paid sick leave is foreseeable the employee must give reasonable advance notice to their supervisor. Where the need is unforeseeable the employee must give notice to their supervisor as soon as is practicable.

ITEM NO. PH 1

PH1. City Council to conduct a public hearing and consider establishment and adjustment of certain development-related and other user fees.

Staff Recommendation: Cancel Public Hearing

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: June 16, 2015

ITEM NO. PH 2

STAFF SOURCE: Kim Raney, Chief of Police

ITEM TITLE: Public Hearing for expenditure of 2015 Edward Byrne Memorial Justice Assistance Grant (JAG).

STAFF RECOMMENDATION:

- a) Hold the Public Hearing; and,
- b) Receive and file proposed program for expenditure of 2015 Edward Byrne Memorial Justice Assistance Grant (JAG).

FISCAL IMPACT:

There is no additional appropriation needed from the General Fund; however, when final notification has been received, staff will bring back before Council a resolution to increase the Police Department's revenue account 22711120-42080-JAG15 and the appropriation account 22711120-50015-JAG15 by \$10,619 which is the amount allocated for the City of Covina Police Department.

BACKGROUND:

Notification was received from the Department of Justice, Office of Justice Programs Bureau of Justice Assistance, that the City of Covina Police Department is eligible to receive \$10,619 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2015. This figure is based on population and crime statistics.

Previous JAG allocations have been used to fund our Youth Accountability Board and the part-time Community Services Officer (CSO) position assigned to this program. Both of these items were eliminated in the 2010-2011 budget due to budgetary constraints thus making these grant allocations critically important. The allocation of \$12,678 from JAG 2014 was used to continue the Youth Accountability Board and the part time Community Services Officer position. This new appropriation of \$10,619 from JAG 2015 will do the same and continue funding the Youth Accountability Board.

EXHIBITS:

None.

Respectfully submitted

Kim J. Raney, Chief of Police
Police Department

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. PH 3

STAFF SOURCE Brian Lee, Community Development Director
Alan Carter, City Planner

ITEM TITLE Conduct a public hearing to consider application Parcel Map (PM) No. 72690, a one-lot parcel map for the development of a 3-unit condominium and associated improvements on a roughly 8,925-square foot lot located at 276 West Dexter Street. Associated with the subdivision are previously approved applications Site Plan Review (SPR) 13-013 and Minor Variance (MV) 13-006.

STAFF RECOMMENDATION

- 1.) Open the public hearing and receive public testimony;
- 2.) Make certain findings as required by the California Environmental Quality Act (CEQA), as defined in Section 15315 of the CEQA Guidelines, involving a minor land division at the time of the lead agency's determination; and
- 3.) Adopt **Resolution No. 15-7363**, approving application Parcel Map (PM) 72690 to allow a one-lot parcel map for the development of a 3-unit condominium and associated improvements on a roughly 8,925-square foot lot located at 276 West Dexter Street (APN: 8444-010-011).

FISCAL IMPACT

There is no direct impact to the General Fund. However, approving this application, when considered with the Planning Commission-approved land use entitlements for the property, would result in a housing development that would impose some additional service-related costs on the City, generate additional property and utility taxes for the community and enhance the existing physical condition of the site while harmonizing with the surroundings.

BACKGROUND

In December 2013, the Planning Commission unanimously (5-0) approved applications for Site Plan Review (SPR) 13-013 and a Minor Variance (MV) 13-006 for the construction of a 3-unit apartment development on a long-time vacant and poorly maintained, roughly 8,925-square foot property at 276 West Dexter Street (southeast corner of Dexter Street and Fourth Avenue). The

residential project was designed as and reviewed by staff as a condominium to enable dwelling unit sales. The applicant subsequently submitted a Parcel Map application to follow through on his intention to sell the units after construction.

For full project details, the City Council may wish to refer to the attached Staff Report and Resolution from the May 26, 2015 Planning Commission meeting under Exhibit 1, to the Minutes for that meeting under Exhibit 2, and to the proposed City Council Resolution and project conditions under Exhibit 4. We clarify here that the focus of this review, as indicated below, is on the Parcel Map application only and whether it conforms to the associated, previously approved development proposal, and not on the (previously considered) design adequacy and potential impacts of the development.

In sum, the focus of the Parcel Map application review is:

1. Key Parcel Map Elements – The Parcel Map application calls for a one-lot condominium-type subdivision. Under this type of subdivision, future occupants would own the air spaces around their respective dwelling units and equal interests in certain common areas. The overall development would be managed by a homeowners association (HOA), which would further be governed by City-approved conditions, covenants, and restrictions (CC&Rs).
2. Relation of Proposed Parcel Map to Previously-Approved Project – The property size and dimensions and the building and other improvements that are depicted on the Parcel Map conform to the corresponding elements included in the approved project plans. In addition, the Parcel Map does not conflict with any conditions of approval of the previously granted, development-related applications or the Zoning (Title 17) or Subdivision (Title 16) Chapters of the Covina Municipal Code (CMC).

On May 26, 2015, the Planning Commission unanimously (5-0) voted to recommend to the City Council approval of the Parcel Map request. The Commission further, under Resolution No. 2015-009 PC, made written findings that the Parcel Map would be in the best interests of the City, would comply with applicable State subdivision laws, would be consistent with the General Plan, and would conform to the initially-approved zoning applications. During its deliberation on the application, the Planning Commission raised certain general questions (refer to Exhibit 2—Minutes of May 26, 2015 Planning Commission meeting—for details) and made one minor change (correcting a typo) to the proposed Conditions of Approval.

One person, the owner/occupant of the easterly residence, Mr. Stephen Millard, spoke in opposition to the Parcel Map request on May 26th and had previously submitted multiple application-opposing e-mails and letters to the City, which are included in Exhibit 3. The primary project-related issues Mr. Millard raised in his verbal testimony and written correspondence included water usage, housing density, project design, traffic generation, and on-street parking. In deliberating on the application, the Planning Commission considered and asked staff to respond to some of Mr. Millard's comments.

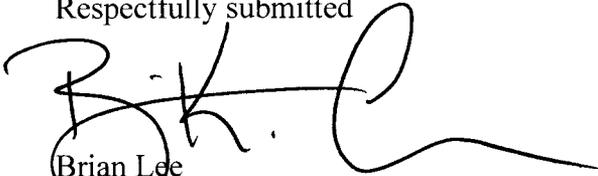
ENVIRONMENTAL DETERMINATION

Pursuant to the provisions of the California Environmental Quality Act (CEQA), the City has analyzed the proposed project and concluded that it will not have the potential for causing a significant effect on the environment. Therefore, it has been determined that the project proposal would be categorically exempt in accordance with Section 15315 of the CEQA Guidelines.

EXHIBITS

- A. May 26, 2015 Planning Commission staff report and Commission Resolution No. 2015-009 PC.
- B. Minutes from May 26, 2015 Planning Commission meeting.
- C. Various e-mails and letters from Covina resident Stephen Millard opposing application.
- D. Resolution No. 15-7363 with conditions of approval.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'B. Lee', with a large, stylized flourish extending to the right.

Brian Lee
Community Development Director



CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT

ITEM NUMBER CPH 1

MAY 26, 2015

TO: Chairman and Members of the Planning Commission

FROM: Alan Carter, City Planner

SUBJECT: Application Parcel Map (PM) No. 72690, a proposed subdivision for condominium purposes of a 3-unit residential development on a vacant site at 276 West Dexter Street. Associated with the subdivision are previously approved Site Plan Review (SPR) 13-013 and Minor Variance (MV) 13-006 applications (CONTINUED FROM MAY 12, 2015 PLANNING COMMISSION MEETING)

SITE AND PROJECT DESCRIPTION

A. Project Information:

Request: One lot condominium subdivision
 Applicant: 276 W. Dexter Street, LLC
 Property Owner: 276 W. Dexter Street, LLC
 Location: 276 W. Dexter Street
 Assessor Parcel Map No.: 8444-010-011

B. Site and Surrounding Land Uses-Table 1:

	General Plan	Zoning	Existing Uses
Site	High Density Residential	RD-1,250 (Residential-Multiple Family)	Vacant Land
North	High Density Residential	RD-1,250 (Residential-Multiple Family)	Apartments
South	Low Density Residential	RD-1,250 (Residential-Multiple Family)	Continuing Education Facility
East	High Density Residential	RD-1,250 (Residential-Multiple Family)	Single-family House
West	High Density Residential	R-1-7500 (Residential-Single Family)	Single-Family Houses

- C. Site Characteristics: The site is undeveloped and flat. There are curb, gutter, and sidewalk improvements along both the Dexter Street- and Fourth Avenue-facing sides and curb and gutter elements only along Fourth Avenue. Both abutting streets are fully improved Local Streets (under the road classification of the General Plan), and the rearward alley is totally improved as well.
- D. Development Standards and Project Data: Please refer to the sections of the report below and, for the associated development proposal, to the attached Staff Report from the December 10, 2013 Planning Commission meeting, when the Commission first considered and approved the underlying project, a three-unit apartment development and related improvements.

ANALYSIS

A. Background:

In December 2013, the Planning Commission unanimously (5-0) approved applications Site Plan Review (SPR) 13-015 and Minor Variance (MV) 13-006 for the construction of a three-unit development and associated improvements on a long-vacant, roughly 8,325-square foot site locate at the southeast corner of Dexter Street and Fourth Avenue. The two-building residential proposal is oriented toward Fourth Avenue, though development-related vehicle and pedestrian access would be from Fourth as well as Dexter and a rearward alley.

The residential project was designed as and reviewed by staff as a condominium project with the potential of enabling dwelling unit sales. The applicant has processed final construction plans, which are near approval under Plan Check. The applicant then submitted a Parcel Map application to follow-through with the intention of selling the units after construction.

For full project details, as indicated above, the Planning Commission should refer to the attached Staff Report from the December 10, 2013 Commission meeting under Exhibit 1, to the Minutes for that meeting under Exhibit 2, and to the final project conditions under Exhibit 3. We clarify here that the focus of this review is on the Parcel Map application only and whether it conforms to the associated, previously approved development proposal, not on the design adequacy and potential impacts of the development.

The Parcel Map application was continued from the last Planning Commission meeting to allow the applicant additional time to receive Los Angeles County Fire Department approval of water pressure adequacy concerning a site-adjoining fire hydrant. The County Fire Department has requested that the City not present any development applications to the Planning Commission until the Department approves the sufficiency of development-serving fire hydrants. Staff recently determined that this approval has been granted.

B. Proposed Project:

1. Key Parcel Map Elements – The Parcel Map application calls for a one-lot condominium-type subdivision. Under this type of subdivision, future occupants would own the air spaces around their respective dwelling units and equal interests in certain common areas. The overall development would be managed by a homeowners association (HOA), which would further be governed by City-approved conditions and the codes, covenants, and restrictions (CC&Rs).
2. Relation of Proposed Parcel Map to Previously-Approved Project – The property size and dimensions and the building and other improvements that are depicted on the Parcel Map conform to the corresponding elements included in the approved project plans. In addition, the Parcel Map does not conflict with any conditions of approval of the previously granted, development-related applications or the Zoning (Title 17) or Subdivision (Title 16) Chapters of the Covina Municipal Code (CMC).

C. Findings for Parcel Maps:

1. All associated provisions of the State Subdivision Map Act (SMA) have been met.

Facts: Application Parcel Map (PM) 72690 complies with the applicable State SMA provisions, and, in further application processing and review, staff will ensure continuing compliance.

2. All associated provisions of Title 16 (Subdivisions) of the CMC have been met.

Facts: Application Parcel Map (PM) 72690 complies with the applicable Title 16 provisions, and, in further application processing and review, staff will ensure continuing compliance.

3. The proposed conversion of the housing classification of the development is consistent with the goals, objectives, policies, general land uses, and programs specified in the General Plan including the Housing Element, and with any applicable specific plan.

Facts: The PM request would not in any manner conflict with any component of the General Plan, including the Housing Element, and no specific plan is associated with the property. The project only entails converting a previously-approved 3-unit residential development proposal on a roughly 8,325-square foot site now under Plan Check review to condominiums to enable the dwelling unit sales.

4. The maximum number of units proposed is consistent with the objectives, purposes and standards of the General Plan, Zoning Code, and/or any applicable specific plan.

Facts: The project density of the associated 3-unit residential development that was previously approved by the City (15.8 dwelling units per acre of land) conforms to the density limits of the General Plan (High Density Land Use category, 14.1-22.0 dwelling units per acre) and the Zoning Code (RD-1,250/Residential Multiple Family zoning district, generally up to 4 dwelling units allowed).

5. With the increase in units resulting from the overall development proposal, the project would meet the requirements of the zoning code and provides adequate parking, landscaping, open space, etc.

Facts: The associated proposed residential project, as addressed during the approval of application SPR 13-015, will generally meet the applicable zoning requirements. Notably, all required parking is included in the project approval. Minor shortfalls in certain requirements were addressed under application MV 13-006.

6. The overall design, physical condition and amenities of the condominium conversion or proposed development are consistent with those associated with condominium developments throughout the City, and such elements achieve a high degree of appearance, quality, and safety.

Facts: The associated proposed residential project, as addressed during the approval of the above-noted zoning applications, surpasses the design elements of similar smaller condominium developments in the City. In addition, the development was approved based on enhanced architectural and landscape requirements to ensure conformity with the surroundings.

7. There is no evidence in the public hearing record to indicate that vacancies in the project were intentionally increased for the purpose of preparing the project for conversion.

Facts: This finding is not applicable because the underlying development has not been constructed or is currently under Plan Check review.

8. There is no evidence in the public hearing record to indicate that tenants have been coerced to publicly support or approve the conversion, or to refrain from publicly opposing it, or to forgo any assistance to which they may be entitled.

Facts: This finding is not applicable because the underlying development has not been constructed or is currently under Plan Check review.

PUBLIC HEARING NOTICE AND NOTIFICATION

The applicant was given a copy of the staff report with associated attachments, all property owners within a radius of at least 300 feet from the overall project site were mailed notices of the Planning commission public hearing on January April 30, 2015, a minimum of ten (10) days before the initial hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Examiner newspaper on the same day, April 30, 2015.

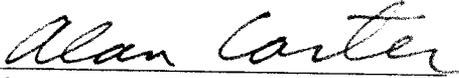
ENVIRONMENTAL DETERMINATION

Pursuant to the provisions of the California Environmental Quality Act (CEQA), the City has analyzed the proposed project and concluded that it will not have the potential for causing a significant effect on the environment. Therefore, it has been determined that the project proposal would be categorically exempt in accordance with Section 15315 of the CEQA Guidelines.

RECOMMENDATION

Planning staff recommends that the Planning Commission recommend to the City Council approval of Parcel Map (PM) No. 72690 and Resolution 2015-009, which includes the proposed conditions of approval.

Prepared by:


Alan Carter, City Planner

Reviewed and Approved by:

Kim Raney,
Police Chief/Acting Community Development Director

EXHIBITS

1. Planning Commission Staff Report on applications SPR 13-015 & MV 13-006 from 12-10-13 (including reduced sized project plans)
2. Minutes from 12-10-13 Planning Commission Meeting
3. Final Conditions of Approval for applications 13-015 & MV 13-006
4. Location Map #1 (with adjoining addresses)
5. Location Map #2 (aerial view)
6. 300-foot Radius Map and Notification
7. Project Plan (reduction), full size under separate cover
8. Resolution with Conditions of Approval

CITY OF COVINA

STAFF REPORT

**DECEMBER 10, 2013
ITEM NUMBER 7**

TO: PLANNING COMMISSION
FROM: LISA BRANCHEAU, ASSISTANT TO THE CITY MANAGER
a.c.
COORDINATOR: ALAN CARTER, CITY PLANNER
SUBJECT: APPLICATIONS SPR 13-015 AND MV 13-006

APPLICANT:

Michael Cirrito

REQUEST:

- a. Application **SPR 13-015**, a Site Plan Review for the development of a three-dwelling unit apartment building and associated improvements; and
- b. Application **MV 13-006**, an appeal of a Minor Variance for the generally minor reduction in certain zoning-related requirements for the project.

LOCATION:

276 West Dexter Street (currently vacant site at southeast corner of Dexter Street and Fourth Avenue)

SURROUNDING LAND USES AND ZONING:

	EXISTING LAND USE	ZONING
Site	Vacant land	RD-1,250 (Residential – Multiple Family)
North	Apartments	RD-1,250 (Residential – Multiple Family)
South	Portion of Adult School Facility	RD-1,250 (Residential – Multiple Family)
East	House	RD-1,250 (Residential – Multiple Family)
West	Houses	R-1-7500 (Residential – Single Family)

GENERAL PLAN DESIGNATION:

High Density Residential (surrounding General Plan Land Use Map designations can be viewed on Land Use Map on city website)

NOTIFICATION OF APPLICANT AND ADJACENT PROPERTY OWNERS:

The applicant, which is the same individual that owns the appurtenant property, and the applicant's design representative have been mailed copies of the staff report. Although under State and local laws the consideration of the two applications by the Planning Commission does not require a formal public hearing, as a courtesy and to facilitate public input on the overall development proposal, on December 6, 2013, all property owners within a radius of roughly 100 feet from the project site were mailed special notices of the Planning Commission's scheduled consideration of the applications.

ENVIRONMENTAL DETERMINATION:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) and, in particular, the CEQA Guidelines, the project is categorically exempt based on CEQA Section 15303.b, which states that, for urbanized areas, multiple family developments of up to six dwelling units do not require an environmental-related review. As noted in this report, the project proposal would entail three multiple family units.

BACKGROUND:

The applicant/property owner submitted two applications to construct a three-dwelling unit apartment development and associated improvements on a long-vacant, unimproved site at 276 West Dexter Street. Key components of the request would consist of two two-story buildings with attached parking garages that would generally be oriented toward Fourth Avenue; garages that would take access from both Fourth Avenue and a rearward alley; two open parking spaces; dwelling unit-related, ground level patios on the eastern side of the buildings; and landscaping around the street side yard areas. The applicant intends to convert the apartment development to a condominium in the future. Therefore, the development has been designed relative to condominium standards. Because the site lies adjacent to properties with single family-focused zoning (i.e., houses located westerly or across Fourth Avenue) under Section 17.64.050 of the Covina Municipal Code (CMC), the Planning Commission would function as the approval authority for the Site Plan Review (SPR) application or the overall development proposal.

The applicant also submitted an administrative Minor Variance (MV) application to reduce certain zoning-related requirements to accommodate the project. Under staff policy, MV-related letters are sent out to property owners adjacent to a development site, which occurred here. Because one of the adjacent property owners (at 270 West Dexter Street, a single-family property to the immediately east) submitted an appeal of the MV application (on the primary basis that the required findings could not be met), also in accordance with staff policy, the Planning Commission would need to make a determination on that application as well. The MV application appertains to the following zoning-associated items:

1. **Second story front yard building setback** (measured from front property line) – reduction from 40 feet (required under the Covina Municipal Code) to 36 feet (and to 29 feet for stairwell);
2. **Second story rear yard building setback** – reduction from 25 feet to 19 feet;
3. **First and second story street side yard building setback** – reduction from 12 feet, 6 inches to 11 feet, 3 inches;
4. **Garage interior depths** (all) – reduction from 20 feet to 19 feet;
5. **Total usable yard area** (refers to ground-level patios) – reduction from 1,225 square feet to 800 square feet; and
6. **Usable yard area width** (all) – reduction from 12 feet to 10 feet.

For clarification on the various components and details of the proposed development, the Planning Commission should refer to the subsequent sections of the report, to the proposed conditions of approval, and to the associated project plans. The Planning staff will provide a verbal summary of the key elements of the overall project proposal and the two applications during the meeting presentation.

ANALYSIS AND FINDINGS – SITE PLAN REVIEW:

The Site Plan Review application pertains to the overall project or development. Based on an analysis of the proposed project, the staff recommends that the Planning Commission make the following findings for this application:

1. All provisions of the Zoning Ordinance are complied with.

Fact: The project would comply with or meet the intent of applicable zoning provisions of the “RD-1,250/Residential – Multiple Family” zoning district, notably concerning lot coverage, distance between buildings, building height, and the total required number of on-site parking spaces. Where necessary, certain generally minor deficiencies in the project design have been addressed under an associated Minor Variance application. In addition, notwithstanding the Minor Variance component of the overall development proposal, from a practical standpoint, the site appears to be adequate in size, shape, and topography to accommodate the proposed three-unit apartment development and associated improvements. Moreover, the staff believes that the “classic Spanish style” building design would be attractive and harmonious with the surroundings and would further a key intent of the Covina Design Guidelines, which is for the City to require high quality development.

2. The basic elements are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and no adverse effects will occur on surrounding properties.

Fact: The Planning staff believes that the surrounding streets, notably Dexter Street, Fourth Avenue, and, to the south, Puente Street (with the current width being maintained for the foreseeable future), have sufficient widths and capacities to safely accommodate the additional estimated 17.1 daily vehicle trips (based on 5.7 trips per dwelling unit) that the proposed three-unit apartment development would generate. And in accordance with City requirements, the rearward alley would be widened slightly to better serve the subject development and (relative to recent and future alley widenings on surrounding properties) the appurtenant block. (Under the General Plan, neither Dexter Street nor Fourth Avenue needs to be widened.) Based on the current submittal, the Public Works Department has determined that a project-specific traffic study, which would typically involve such analytical factors as trip generation rates, flow characteristics, and impacts on the surrounding street system, would not be required. Lastly, under the proposed site plan (and upon addressing all of the conditions of approval), the staff believes that the layout of the development-related parking and associated drive aisles or access ways should function in a manner that would further both safe on-site pedestrian and vehicular circulation and a safe interface with respect to the abutting streets and alley.

3. The project design conforms to the General Plan and any design guidelines or specific plans that may be applicable to the project.

Fact: The overall project proposal would conform to the provisions of the "High Density Residential" land use designation of the Covina General Plan, including those pertaining to project density (with the development equating to roughly 16.0 dwelling units per net acre of land, well below the applicable limit of 22.0 units per acre). The goals and policies of the General Plan further encourage, around the community, the development, redevelopment, and improvement of older, underutilized, and/or vacant residential properties into viable residential uses and associated building elements for aims such as neighborhood revitalization, community image enhancement, and economic development (while meeting or otherwise addressing applicable development standards). Therefore, because the underlying site has long been vacant and unsightly, relative to dead, overgrown, or non-maintained landscaping (and, at times, has experienced illegal dumping), the proposed higher quality three-unit apartment development and associated improvements would further the goals and policies of the General Plan and would embody a major enhancement to the fabric of

the surrounding area. The Planning staff additionally believes that the design of the building would be attractive and stylish, with varying materials and building/trim features, sufficient articulation, and a tile roof, and therefore, the project would conform to the provisions of the Covina Design Guidelines and would be consistent, if not further, the style or building architecture of similar new or remodeled developments in the community—yet, as previously stated, would also reflect a historic character. Moreover, notwithstanding the requested Minor Variance application, the building architecture—when considered with the height and location of the appurtenant two structures and the building setbacks that are proposed, should be compatible with the surrounding single-family properties. Lastly, the Planning staff will require that the on-site landscaping be based on an enhanced landscape design plan to additionally bolster conformity with the General Plan and the Design Guidelines and to further the building architecture or overall project design and, in particular, its compatibility with the surroundings.

4. The project design is harmonious, consistent, and complete within itself and functionally and visually compatible with neighboring land uses.

Fact: Although a Minor Variance application was needed to accommodate the project proposal, the site design should nevertheless be functional, internally consistent, and well-buffered from, yet also compatible with, adjacent residential uses. Also, relative to the current vacant and somewhat deteriorating or unsightly condition of the property, the project would result in a major aesthetic improvement from all surrounding views. In addition, the conditions of approval would provide the City with adequate safeguards for ensuring project compatibility with the surroundings or that the proposed three-unit apartment development would not generate any problems relative to the adjacent residences and uses.

5. The development will constitute an adequate environment for the intended use by sustaining the desirability and stability of the neighborhood and community.

Fact: The project site, again, even with the need for a Minor Variance to address certain generally minor deficiencies in the project design relative to applicable zoning provisions, would still be well-suited for the proposed apartment development because of its size, location off of and orientation on two local streets and an alley, relationship to other residential and to institutional properties, and direct street and alley access. In other words, based on the aforementioned factors and based on an evaluation of the overall proposal by the Planning staff, the proposed apartment development and associated quality improvements, concerning site design, building architecture, and upgraded landscaping, should be viable at the location and, correspondingly, should bolster the

character and vitality of the surroundings. Moreover, no potentially adverse impacts on the adjacent residential and institutional properties were identified by the staff during project review.

6. Proposed lighting is so arranged as to reflect the light away from adjoining properties.

Fact: All outside lighting will be required to be designed and located/oriented in a manner that would prohibit glare onto adjacent properties, while meeting minimum illumination levels of the City for safety. The Planning staff would verify lighting adequacy during the subsequent plan check or construction plan review process.

7. Proposed signs will not by size, location, color, or lighting interfere with traffic or limit visibility.

Fact: Currently, no apartment-type signs are proposed for the project. Any such signs would need to be lower profile in character, conforming to the characteristics of a predominately residential area, and would be reviewed subsequently for conformance with applicable signage requirements.

ANALYSIS AND FINDINGS – MINOR VARIANCE:

The Minor Variance application pertains to the proposed reduction in certain zoning-related requirements to accommodate the project proposal. Based on an analysis of the proposed project, the staff recommends that the Planning Commission make the following findings for this application:

- A. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other property in the same vicinity and zone.

Fact: The underlying site consists of a long-vacant, somewhat unsightly property in which a private party is attempting to construct a three-unit apartment development and associated improvements. Virtually all properties on the appurtenant block have been at least partially redeveloped with multiple family buildings over the years. For the 15 properties on this block (the 200 Block of West Dexter Street) that front on Dexter Street (including the subject site), the average lot size is 12,943 square feet and the average lot width is 72 feet. By contrast, the size of the property in question is only 8,309 square feet in area, with a lot width of 45 feet (and the property lies on a corner, which triggers a greater setback on one side (the street side) than would be applicable on most of the other properties). In other words, if this property had more land area and was wider, the Minor Variance application would likely not be

needed. (And many similar—and larger—residential developments have been built around the City in recent years that have not needed a Minor Variance, such as the four-unit multiple family development now undergoing construction at 971 West Cypress Street.) Moreover, concerning the 45-foot width of the subject site, virtually all other corner, multiple family-zoned properties in the downtown and around the community are wider than that. In short, the Planning staff believes that these limitations constitute exceptional or extraordinary circumstances that do not apply to the surrounding properties and, therefore, that the Minor Variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which is possessed by other property owners under like conditions in the same vicinity and zone, and would not constitute a grant of special privilege. In addition, the Planning staff believes that these circumstances are bolstered by the facts that, under the project design, the lot coverage of all structures on the subject property would be 32.7 percent, which is under the maximum permitted coverage of 35.0 percent and that, despite the inclusion of the Minor Variance application in the project proposal, as noted under the Site Plan Review findings above, the overall project would function well both internally and with respect to the surroundings and would comply with or meet the intent of the other zoning-related provisions.

- B. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which right is possessed by other property owners under like conditions in the same vicinity and zone, and the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other property in the same vicinity and zone.

Fact: The underlying site consists of a long-vacant, somewhat unsightly property in which a private party is attempting to construct a three-unit apartment development and associated improvements. Virtually all properties on the appurtenant block have been at least partially redeveloped with multiple family buildings over the years. For the 15 properties on this block (the 200 Block of West Dexter Street) that front on Dexter Street (including the subject site), the average lot size is 12,943 square feet and the average lot width is 72 feet. By contrast, the size of the property in question is only 8,309 square feet in area, with a lot width of 45 feet (and the property lies on a corner, which triggers a greater setback on one side (the street side) than would be applicable on most of the other properties). In other words, if this property had more land area and was wider, the Minor Variance application would likely not be needed. (And many similar—and larger—residential developments have been built around the City in recent years that have not needed a Minor Variance, such as the four-unit multiple family development now undergoing construction at 971 West Cypress Street.) Moreover, concerning the 45-foot width of the subject site, virtually all other corner,

multiple family-zoned properties in the downtown and around the community are wider than that. In short, the Planning staff believes that these limitations constitute exceptional or extraordinary circumstances that do not apply to the surrounding properties and, therefore, that the Minor Variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, which is possessed by other property owners under like conditions in the same vicinity and zone, and would not constitute a grant of special privilege. In addition, the Planning staff believes that these circumstances are bolstered by the facts that, under the project design, the lot coverage of all structures on the property would be 32.7 percent, which is under the maximum permitted coverage of 35.0 percent and that, despite the inclusion of the Minor Variance application in the project proposal, as noted under the Site Plan Review findings above, the overall project would function well both internally and with respect to the surroundings and would comply with or meet the intent of the other zoning-related provisions.

- C. The granting of the variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement in the same vicinity and zone in which the property is located.

Fact: During project analysis, the Planning staff did not identify any negative impacts of the proposal, such as parking or circulation, with respect to the surroundings. As also noted under the Site Plan Review findings above, the apartment development would constitute a major aesthetic and functional improvement over the appurtenant vacant, somewhat deteriorating site. Furthermore, the applicant will be required to obtain building permits following the land use entitlement process to further ensure that the structures will meet all life and safety concerns of the California Building Code. And lastly, the project-related conditions of approval will provide the City with adequate safeguards for preventing and issues over the long term. Therefore, the granting of the Minor Variance will not be materially detrimental to the public health, safety, convenience and welfare or injurious to property and improvement.

- D. The granting of such a variance will not be contrary to the objectives of the general plan.

Fact: The Minor Variance would grant a modification to certain development standards but would not detract in any way from the permitted residential uses on the property, or the residential and other uses on surrounding sites, and would not detract from either the applicable "Medium Density Residential" General Plan land use designation, as noted above, or from the associated "RD-1,250" zoning district. Moreover, the development would not be contrary to the objectives of the General Plan but would support its provisions. For example, General Plan Residential Land Use

Policy No. 1 states that the City shall permit development at density ranges and quantities that reflect existing and desired scales of building construction and revitalization in the community, as well as physical and environmental constraints, that address the intent of regional housing obligations, that will allow for moderate future growth, and that will not inhibit the City's ability to meet street capacities and to provide other infrastructure, adequate community services, and utilities. In brief, it is believed that the overall project proposal would further or implement this and other General Plan goals, objectives, and policies.

STAFF RECOMMENDATION:

Based upon all of the evidence and testimony submitted to the Planning Commission and after full analysis and consideration, the Planning staff recommends that the Planning Commission approve applications SPR 13-015 and MV 13-006, subject to the attached Conditions of Approval.

EXHIBITS:

- A. Conditions of Approval
- B. Surrounding Property Notification Letter on Development Proposal (including colored elevations)
- C. Project Plans (provided under separate cover)
- D. Larger Colored Elevations and Color and Materials Board (both provided at meeting)
- E. Area Map



CITY OF COVINA

125 East College Street ● Covina, California 91723-2199

December 5, 2013

Dear Property Owner:

The purpose of this letter is to inform you that at a public meeting on December 10, 2013 at 7:30 p.m., the Covina Planning Commission will consider a request to construct a 3-unit apartment development (application Site Plan Review (SPR) 13-015) on the now-vacant property at 276 West Dexter Street (southeast corner of Dexter Street and Fourth Avenue—see attached Location Map for clarification). The meeting will be held in the Covina City Hall Council Chamber, which is located at 125 East College Street. (The Council Chamber is located in back of the main/two-story City Hall building, and it is accessible from a rearward parking area.) The primary project plans for the development proposal are also attached to this letter. Although under local law public notification is not required for this meeting, the City staff is notifying you and the owners of properties located within 100 feet of the project site to invite you to the meeting and to make any comments on the proposal that you may have.

The Planning Commission will also consider at the same public meeting the appeal of an associated zoning application, Minor Variance 13-006. Under this application, the project developer is asking to reduce certain zoning-related requirements to accommodate the project. They are listed below:

1. Second story front yard building setback (measured from front property line) – reduction from 40 feet (required under the Covina Municipal Code) to 36 feet (and to 29 feet for stairwell);
2. Second story rear yard building setback – reduction from 25 feet to 19 feet;
3. First and second story street side yard building setback – reduction from 12 feet, 6 inches to 11 feet, 3 inches;
4. Garage interior depths (all) – reduction from 20 feet to 19 feet;
5. Total usable yard area (refers to ground-level patios) – reduction from 1,225 square feet to 800 square feet; and
6. Usable yard area width (all) – reduction from 12 feet to 10 feet.

B-1

10

EXHIBIT B

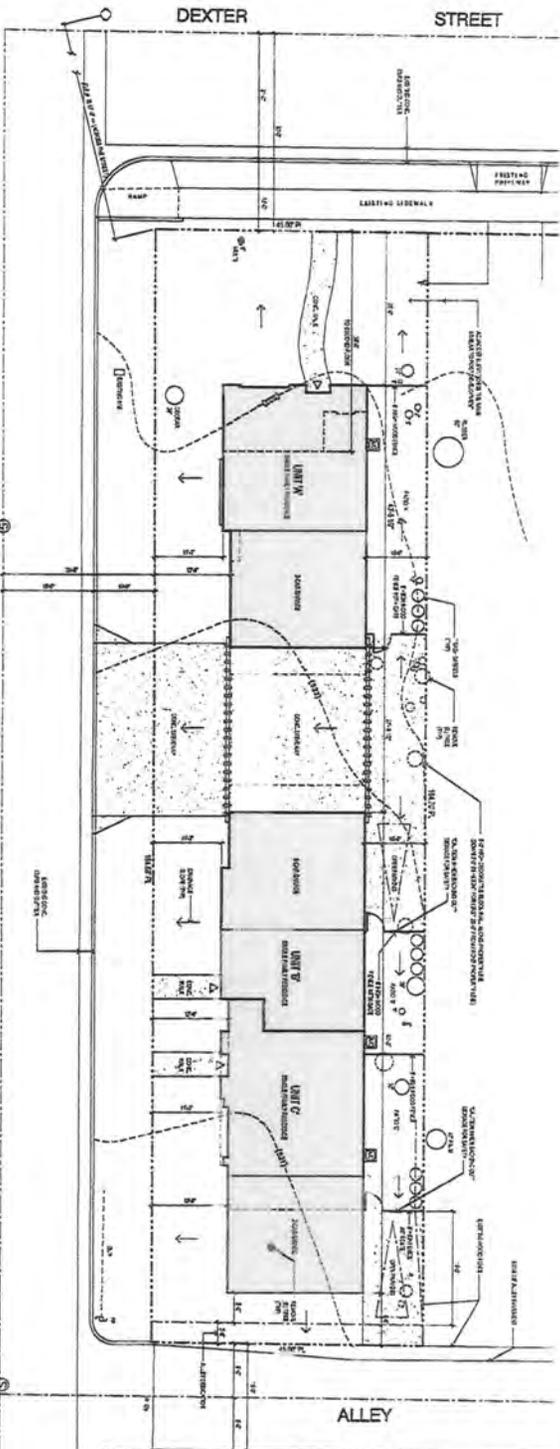
Under administrative practice, a Minor Variance-related letter was previously mailed only to the properties abutting 276 West Dexter Street, and a written appeal on the application was subsequently submitted by one of the property owners. Therefore, the matter will be reviewed by the Planning Commission.

If you have any questions concerning this letter or the overall project proposal, feel free to contact me at (626) 384-5454. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Alan Carter".

Alan Carter
City Planner
City of Covina



THE SITE
 276 W. DEXTER ST.
 COVINA, CA 91723

RESIDENTIAL CONSTRUCTION MINIMUM REQUIREMENTS:

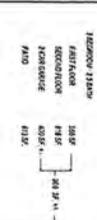
APPLICABLE CODES:
 2019 CALIFORNIA RESIDENTIAL CODE (CIRC)
 2019 CALIFORNIA BUILDING CODE (CBC)
 2019 CALIFORNIA MECHANICAL CODE (CMC)
 2019 CALIFORNIA ELECTRICAL CODE (CEC)
 2019 CALIFORNIA FIRE CODE (FC)
 2019 CALIFORNIA PLUMBING CODE (CPC)
 2019 CALIFORNIA SOILS AND FOUNDATION CODE (CSF)
 2019 CALIFORNIA RESIDENTIAL CODE (CIRC)

PROJECT DATA:

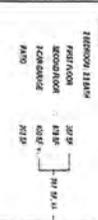
LOT AREA	4,534 sq ft
ADJACENT PARCELS	42,150 sq ft
OCCUPANCY	RES
CONSTRUCTION TYPE	5/6
PERMITTED	AD-50R
PROJECT DESCRIPTION	CONSTRUCTION OF 3 UNITS
DESIGNER	CONSTRUCTION OF 3 UNITS

SINGLE FAMILY RESIDENCE

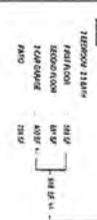
UNIT A 1,340 SF



UNIT B 1,440 SF



UNIT C 1,200 SF



PERMITTED:

3 CONDUNITS	3 CONDUNITS	3 CONDUNITS	3 CONDUNITS
3 CONDUNITS	3 CONDUNITS	3 CONDUNITS	3 CONDUNITS
3 CONDUNITS	3 CONDUNITS	3 CONDUNITS	3 CONDUNITS
3 CONDUNITS	3 CONDUNITS	3 CONDUNITS	3 CONDUNITS



SITE PLAN SCALE: 1/8" = 1'-0"

discussion between the Assistant City Attorney and the City Planner on the failed motion, it was determined that the motion was the equivalent to a recommendation to the City Council for the denial of all of the applications.

It was noted that the applicant has 10 calendar days to submit a written appeal of the decision to the City Council.

* **ITEM NO. 7**
Planning Commission to consider SPR 13-013, a Site Plan Review for the development of a 3-dwelling unit apartment building and associated improvements, and MV 13-006, an appeal of a Minor Variance for the generally minor reduction in certain zoning-related requirements for the project, on a currently vacant, unimproved site at 276 West Dexter Street (at southeast corner of Dexter Street and Fourth Avenue).

City Planner Alan Carter presented a report on the item and answered the Commissioners' questions.

Chairman Manning opened the public hearing.

Stephen Millard of Covina spoke in opposition to the item.
Sheryl Scheppe of Covina spoke in opposition to the item.
Michael Cirrito of La Verne spoke in favor of the item.
Richard Hazlett of Covina spoke in opposition to the item
Steve Eide of Covina spoke in favor of the item.

The public hearing was closed.

A motion was made and seconded to approve Application Site Plan Review (SPR) 13-015, a Site Plan Review for the development of a 3-dwelling unit apartment building and associated improvements, and to deny the appeal of Application MV 13-006 (or to approve Application MV 13-006), a Minor Variance for the generally minor reduction in certain zoning-related requirements for the project, on a currently vacant, unimproved site at 276 West Dexter Street (at southeast corner of Dexter Street and Fourth Avenue).

The motion carried by a vote of 5 – 0.

GENERAL MATTERS

None.

ADMINISTRATIVE ITEMS

ITEM NO. 8 **INFORMATION**

None.

EXHIBIT 2

**CITY OF COVINA
APPLICATION CONDITIONS OF APPROVAL
SITE PLAN REVIEW (SPR) 13-015
MINOR VARIANCE (MV) 13-006
AS APPROVED BY THE PLANNING COMMISSION
ON DECEMBER 10, 2013**

The Site Plan Review (SPR) application shall authorize the development of a three-dwelling unit apartment building and associated improvements at 276 West Dexter Street; and

The Minor Variance (MV) application shall authorize for the generally minor reduction in certain zoning-related requirements for the project.

1.0 TIME LIMIT:

- 1.1 The approval of the SPR and MV applications shall be subject to revocation one year from the date of the affirmation of the applications by the Planning Commission if the approved use does not commence (which would include the submittal of construction plans).

2.0 GENERAL REQUIREMENTS:

- 2.1 Failure to comply with any conditions of approval noted herein shall be deemed just cause for revocation of application approvals by the Planning Commission.
- 2.2 The approved Site Plan Review (SPR) application is categorically exempt pursuant to the California Environmental Quality Act (CEQA). If a Notice of Exemption is filed with the City, then the period during which legal challenges can be filed based upon violations of CEQA is reduced from 180 days to 35 days. To file the Notice of Exemption, please contact the Planning Division.
- 2.3 The project shall be constructed and operated in accordance with all design details as approved by the Planning Commission, the approved plans on file with the City, all representations of record made by the applicant, the conditions contained herein, the Covina Municipal Code (CMC), and the Covina Design Guidelines (CDG). Prior to completion of the approved improvements and the occupancy of any dwelling unit, all conditions of approval shall be complied with to the satisfaction of the City Planner or his/her designee.
- 2.4 Minor modifications to this approval that are determined by the City Planner or his/her designee to be in substantial conformance with the approved project plans

and that do not intensify or change the use or require any deviations from adopted standards may be approved by the City Planner upon submittal of an administrative application and the required fee.

- 2.5 Final or construction plans, incorporating all conditions of approval and any plan-related changes required in the approval process, shall be submitted for review to and approval by the City Planner or his/her designee prior to building permit issuance in conjunction with the Plan Check process of the Building Division (see Condition 2.29 below). All construction/final plans and documents shall conform to the plans approved by the Planning Commission. The conditions of approval listed herein shall be printed upon the face of and included as part of the construction/final plans.
- 2.6 In order to convert the apartment development to a condominium, the applicant shall obtain approval of a subdivision map and shall address all other applicable requirements of the City and the Los Angeles County Fire Department and shall prepare Conditions, Covenants, and Restrictions (C, C & Rs) and establish a Homeowners' Association (HOA) for the property, also meeting all associated requirements.
- 2.7 Any requested changes in the street address regarding the project site shall be submitted to the Engineering Division of the Public Works Department for review and approval.
- 2.8 The SPR and MV zoning approvals shall also run with the project site in perpetuity (unless revoked under appropriate procedures by the City for failure to comply with any conditions of approval) and shall supersede any prior similar site-related entitlements.
- 2.9 Under City Resolution Nos. 05-6475 and 05-6476 (adopted by the Covina City Council on November 15, 2005), the project proposal is subject to Development Impact Fees, which will be computed at a later date. These Fees shall be paid prior to the issuance of the project-related building permits.
- 2.10 To eliminate the negative fiscal impact on certain municipal services associated with this proposal, the Project will be required to annex to Community Facilities District 2007-01 (the "CFD") for the purpose of financing the Project's proportionate share of the cost for police response, fire and emergency medical response, and park services. The applicant shall petition the City to annex to the CFD under the California Mello-Roos Community Facilities Act (Government Code, Section 53311 et seq.) (the Act"). The applicant agrees to cooperate and not to oppose annexation to the CFD for purposes set forth above.

Alternatively, at the applicant's option, in lieu of annexation to the CFD as set forth above, applicant may make a lump sum payment to the City ("In Lieu Payment") representing the Project's proportionate share of the cost for police response, fire and emergency medical response, and park services. The In Lieu Payment shall be calculated based upon the net present value of the special tax that would be levied upon the Project under the CFD over the term of the CFD special tax. The In Lieu Payment must be paid not later than prior to occupancy of any dwelling within the development.

- 2.11** Any proposed site features for the disabled that are associated with this project approval, including, but not limited to, property access identification, parking stall and unloading area dimensions, path of travel, and building access, must comply with all applicable State Codes and must first be reviewed and approved by the Building Division (please contact the Building Division for specific requirements and see Condition 2.29 below).
- 2.12** The project site shall have a decorative block wall built along the eastern property line, as depicted on the approved site plan, conforming to all city height, structural and other standards. The applicant shall make a reasonable attempt(s) to work with the abutting property owner concerning block wall construction.
- 2.13** Associated with refuse disposal, the project site shall utilize trash barrels, which shall be kept in the usable yard areas or patios of each dwelling unit. In addition, the applicant shall obtain written permission from the local refuse disposal company concerning the acceptability of the barrels as refuse disposal elements.
- 2.14** At all times when outside lighting typically operates on the project site, the exterior lighting, such as at parking, walkway, and building entry areas, shall be fully functional and shall meet the minimum foot-candle standards of the City to sustain public safety (or, 1.0 foot-candle of illumination). Also, because of the project type and location and the surroundings, the exterior lighting shall include LED lighting elements with proper optics, and no exterior lighting on the site shall generate any glare onto any adjacent properties or public right-of-ways. In addition, with respect of on- and off-site conditions, lighting adequacy shall be verified in conjunction with the review of the project-related construction plans. Lastly, the new lighting fixtures shall further be reviewed with the construction plans to ensure design compatibility with the building architecture.
- 2.15** All grading and all exterior (during construction and following project completion) drainage on the property shall conform to all applicable requirements of the Public Works Department. The applicant shall attempt to limit any grade differentials with the abutting property. Any post-development grade differentials of 2½ feet or more with the abutting site may warrant further Planning Commission review.

- 2.16 On-site landscape and irrigation plans for the development, conforming to all city requirements, shall be submitted. These plans further a) shall conform to the provisions of the city's Water-Efficient Landscape Ordinance (Chapter 17.82 of the Covina Municipal Code); and b) shall reflect an enhanced landscape design, particularly in areas adjacent to the two buildings. In addition, the applicant shall make an attempt to preserve and vitalize the existing mature tree in the northwest portion of the property. (Any plans concerning off-site landscaping (e.g., street trees, shall be addressed by the Public Works Department.)
- 2.17 Any new exterior wall-, ground-, and/or roof-mounted mechanical and utility equipment that are associated with the approved uses must be screened from view by building features or other elements or by painting that matches the style and/or color of the building and/or landscaping. The method of screening shall be identified on the applicable construction or other plans and is subject to staff approval.
- 2.18 In accordance with Chapter 11.36 of the Covina Municipal Code, no street trees adjacent to the appurtenant site shall be cut or trimmed in any manner by any persons associated with property unless a written permit from the Public Works Department is first obtained.
- 2.19 Safety-related signage shall be installed relative to cars backing out of the two open parking spaces, subject to staff review and approval.
- 2.20 Typical permanent and temporary (e.g., banners and construction contractor-related) exterior signage is not a part of this approval process. All signage requests are subject to a separate application process, all applicable requirements shall be met, notably pertaining to signage design, and all necessary permits shall be obtained. The staff shall further review under this process the required safety-related signage (see immediately prior condition) any proposed directional signage.
- 2.21 Approval of this request shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable plans and non-City laws and regulations that are in effect at the time of building permit issuance.
- 2.22 The City shall have the reasonable right of entry to inspect the properties on the overall project site to verify compliance with the Conditions of Approval.
- 2.23 The construction-related activities concerning the project shall conform to the following requirements that address potential noise and associated impacts: A) The applicant shall prepare a construction mitigation plan to mitigate noise as well

as other construction-related impacts. The construction mitigation plan shall address the following areas: 1) site supervision, 2) site access, 3) delivery/haul route and traffic control, 4) material storage, 5) construction parking, 6) work hours, 7) noise reduction, 8) erosion control, 9) dust and mud control, 10) debris cleanup, 11) street sweeping, 12) pedestrian and neighborhood safety, 13) project contact-related signage, and 14) subcontractor education; B) All project construction activities shall only occur on Monday through Saturdays from 7:00 a.m. to 7:00 p.m. only (unless a special construction permit is granted by the City). No construction shall occur on Sundays or legal holidays; C) All construction equipment shall be in proper operating condition and shall be fitted with standard factory noise attenuation features. All equipment shall further be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated; and D) The applicant and/or his representative(s) shall frequently monitor for and, if detected, remove any and all graffiti on and/or repair damaged or vandalized construction-related fencing and/or related elements as quickly as possible.

- 2.24** At least thirty days prior to the commencement of any project-related grading, the applicant and/or his/her representative(s) shall notify the occupants of all residential and institutional properties that lie within 150 feet of the subject property of the general parameters of the impending grading and construction activities. In addition, the applicant and/or his/her representative(s) shall attempt to address any neighbor complaints to the greatest extent practical and as expeditiously as possible.
- 2.25** Permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The City must promptly notify the permittee of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the permittee of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
- 2.26** The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this grant. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.
- 2.27** If any provision of this grant is held or declared to be invalid, then the entire approval shall be void and the privileges granted hereunder shall lapse.

- 2.28 The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's violation of any condition imposed by these applications or any provision of the Covina Municipal Code, or the Covina Design Guidelines shall be paid by the applicant/property owner.
 - 2.29 The following items are required in order to comply with the Public Works Department, Building Division code requirements as they pertain to this proposal: please refer to attachment for conditions.
 - 2.30 The following items are required in order to comply with the Public Works Department, Engineering Division code requirements as they pertain to this proposal: please refer to attachment for conditions.
 - 2.31 The following items are required in order to comply with the Public Works Department, Environmental Division code requirements as they pertain to this proposal: please refer to attachment for conditions.
 - 2.32 The following items are required in order to comply with the Public Works Department, Water Division code requirements as they pertain to this proposal: please refer to attachment for conditions.
- 3.0 PRIOR TO THE GRANTING OF FINAL APPROVAL OF THE NEW USE OR THE COMMENCEMENT OF OPERATIONS OF THE NEW USE:**
- 3.1 All building, structural, parking, lighting, and landscape improvements shall be constructed, installed, or handled in a good workmanlike manner, consistent with the standard best practices of the subject trades and in a manner acceptable to the City.
 - 3.2 Any project-related damages to any improvements on the project site shall be repaired or replaced, conforming to existing conditions.
 - 3.3 All matters concerning refuse disposal that were noted in Condition 2.13 above shall be addressed.
 - 3.4 This permit shall not be effective until such time as the applicant/property owner each obtain an Inspection and Verification Permit and the City Planner or his/her designee certifies on said permits that the premises and use complies with all of the terms and conditions of this grant of approval.
 - 3.5 This grant shall not be effective for any purposes until the applicant/property owner have each filed at the office of the Planning Division certain affidavits

stating that they are aware of, and agree to accept, all of the conditions of this grant.

- 3.6 The installation of any security system that is associated with the use, as addressed under Chapter 8.20 of the Covina Municipal Code, shall first be coordinated with the Covina Police Department. The installation of any security system(s), as discussed under Chapter 8.20 of the Covina Municipal Code, shall be coordinated with the Covina Police Department. Please determine at the earliest possible time whether a security system is to be utilized, as failure to inform Police of security system installation plans may delay building permit issuance relating to the Plan Check process.
- 3.7 All exterior lighting on the property shall be fully operable, in accordance with the requirements listed under Condition 2.14 above.

4.0 THE APPROVED USE SHALL BE OPERATED IN ACCORDANCE WITH THE FOLLOWING:

- 4.1 Any future proposed new uses, building or interior expansions, and/or site improvement modifications shall first be reviewed and approved by the City staff for conformance with these approvals, the Covina Municipal Code, and the Covina Design Guidelines, and the applicable permit issuance processes. If determined by the Planning staff to exceed the scope or intent of these approvals or in any way conflict with the appurtenant conditions, then the City may require the approval of a new or additional zoning application (if needed), and/or the submittal of certain use- or impact-related studies to address any identified concerns.
- 4.2 In addition, all activities occurring on the site shall be conducted on the inside of the building only and in a manner that meets the provisions of Chapters 9.40 (Noise—which seeks to prevent unusual noises and vibrations on the surroundings) and 9.42 (Environmental Disturbances—which seeks to prevent issues such as odors, fumes, smoke, dust, temperature change, and electrical interference on the surroundings) of the Covina Municipal Code.
- 4.3 The property shall be used for multiple family residential purposes, consistent with the provisions of the underlying “RD-1,250/Residential – Multiple Family” zoning district.
- 4.4 The site-, building-, signage-, and landscape-related improvements on the project site shall be maintained in a sound and attractive condition, free of weeds, trash or debris, visible deterioration, graffiti, or other conditions that violate the Covina Municipal Code. The City may require that the applicant/property owner pay the actual and reasonable cost for code compliance services needed to address any identified problem conditions.

CITY OF COVINA
INTEROFFICE MEMORANDUM

DATE: SEPTEMBER 17, 2013

TO: *Detective Bureau Lieutenant, Covina Police Department
*James Barnes, Fire Department
*Amy Hall-McGrade, Parks & Recreation Director
*Lisa Brancheau, Community Development Department
**Public Works Department:
 ✓ Building and Safety Section
 Engineering Section
 Water Division
 Environmental Services Section
*Risk Management Division

FROM: PLANNING DIVISION

SUBJECT: SPR 13-015

APPLICANT: MICHAEL CIRRITO

REQUEST: CONSTRUCTION OF 3-UNIT CODOMINIUM DEVELOPMENT AND ASSOCIATED IMPROVEMENTS. (PROJECT PREVIOUSLY BELIEVED TO BE AND ROUTED AS AN APARTMENT DEVELOPMENT – SEE YOUR PRIOR COMMENTS AND PROVIDE REVISED CONDITIONS FOR CONDOMINIUMS. THANK YOU).

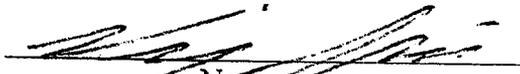
ADDRESS: 276 W. DEXTER STREET

It is requested that all comments and requirements for the above project be submitted to the Planning Division no later than the date listed below. If responses can be made sooner, it would be greatly appreciated.

DUE NO LATER THAN: SEPTEMBER 24, 2013

COMMENTS:

A-8


Name

9/18/2013
Date

* PLEASE SEE ATTACHED



CITY OF COVINA

INTER-OFFICE MEMORANDUM

To: Planning Division
From: Vijay Mevani, General Building Inspector II

After you have successfully completed the Planning Division's plan review process your plans should be ready for submitting to the Building Section for review of State and local Building Code requirements. These are general comments intended to prepare the applicant for a successful and expeditious plan review through the Building Section. Please be prepared to address the following checked items:

- Please submit 3 sets of complete plans including any proposed utilities and earthwork; two sets shall be "stamped approved" by the Covina Planning Division and include the Building Section's comments for consultant review. This project must comply with the 2010 California Building Standards and 2008 energy code.
- Two sets each of any structural and energy calculations shall be submitted with the above mentioned plans. All calculations must bear an original signature from the documented author.
- This project must comply with Federal and State Accessibility requirements to and throughout the building. Include compliance methods and structural details on the plans.
- Demolition and renovations activities require an asbestos containing materials (ACM) survey. (SCAQMD RULE 1403) The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building Division.
SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381
- The Los Angeles County Fire Department needs to review your construction plans, to expedite this process you will need to contact one or more of their Regional plan check office(s): Appointments to discuss Fire Department requirements may be made between 7:30 a.m. and 10:30 a.m. The main office is located at 5823 Rickenbacker Road, Commerce, CA 90040-3027. Phone number is (323) 890-4125.

Regional plan check offices for the Los Angeles County Fire Department:

Glendora Office. Building Plan Review Only
231 W. Mountain View Avenue
Glendora, CA 91740
(626) 963-0067

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Commerce Office, Sprinkler & Alarm Plan Review
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4125

Commerce Office, Land Development / Access
5823 Rickenbacker Road
Commerce, CA 90040-3027
(323) 890-4243

- Los Angeles County Environmental Health (LACEH) plan approval for "food establishments" is required before permit issuance. Contact the Los Angeles County Environmental Health at 626-430-5560 for more information on submittal and the plan check process. The Health Department must approve the location of a grease interceptor.
- Please provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Assessor. This copy should be in sufficient detail to allow the assessor to determine the square footage of the building and, in the case of residential buildings, the intended use of each room.

-For additional information, please contact the LA County Assessor's, Public Service Desk at 888-807-2111.

- The City of Covina has formally adopted a public noticing program for residential construction projects to provide the public with an opportunity to verify the validity of construction within their neighborhoods. This program requires the property owner and/or contractor to place a sign 14" high x 22" wide using a minimum black 24 point font (Arial) on a white background. The noticing sign must be suitable for outdoor use and placed within the front yard where it is clearly visible from the public right-of-way. The following items must be included on the residential noticing sign:
 - A) Address of construction project
 - B) Type of construction project
 - C) Name of contractor/owner
 - D) Telephone number of contact person
 - E) Contractor's license number
 - F) Permit number with date of issuance
 - G) City of Covina Building Division telephone number
 - H) Construction activity prohibited Monday through Saturday from 8pm-7am and all day on Sundays or Holidays unless otherwise permitted.
- A valid City wastewater permit and properly sized interceptor will be required at permit application unless otherwise approved.
- School District application and approval including any related fees must be provided before permit issuance.
- Construction activity within 500' of a residential zone is prohibited between the hours of 8:00pm and 7:00am and on Sundays and Holidays unless otherwise permitted by the City.
- The Building Section plan check process may address additional concerns.

A-10

Received Public Works
[Signature]

CITY OF COVINA
INTEROFFICE MEMORANDUM

DATE: SEPTEMBER 17, 2013

TO: *Detective Bureau Lieutenant, Covina Police Department
*James Barnes, Fire Department
*Amy Hall-McGrade, Parks & Recreation Director
*Lisa Brancheau, Community Development Department
**Public Works Department:
 ✓ Building and Safety Section
 ✓ Engineering Section
 Water Division
 Environmental Services Section
*Risk Management Division

FROM: PLANNING DIVISION

SUBJECT: SPR 13-015

APPLICANT: MICHAEL CIRRITO

REQUEST: CONSTRUCTION OF 3-UNIT CODOMINIUM DEVELOPMENT AND ASSOCIATED IMPROVEMENTS. (PROJECT PREVIOUSLY BELIEVED TO BE AND ROUTED AS AN APARTMENT DEVELOPMENT – SEE YOUR PRIOR COMMENTS AND PROVIDE REVISED CONDITIONS FOR CONDOMINIUMS. THANK YOU).

ADDRESS: 276 W. DEXTER STREET

It is requested that all comments and requirements for the above project be submitted to the Planning Division no later than the date listed below. If responses can be made sooner, it would be greatly appreciated.

DUE NO LATER THAN: SEPTEMBER 24, 2013

COMMENTS: A PARCEL MAP WILL BE REQUIRED IN ADDITION TO PREVIOUS COMMENTS CORRE 16.06.10.13
REVISAD PER

LAURA LARA
Name A-11

9/23/13
Date

CITY OF COVINA
INTEROFFICE MEMORANDUM

DATE: JULY 30, 2013

TO: Detective Bureau, Covina Police Department
Lisa Brancheau, Assistant to the City Manager
James Barnes, Inspector, Fire Department
Flent McClain, Deputy Building Official
Public Works Department:
✓ Engineering Division
Environmental Division
Water Division

Received, Public Works
JUL 31 2013
Eng/Env *JP*

FROM: Planning Division

SUBJECT: SITE PLAN REVIEW 13-015

APPLICANT: MICHAEL CIRRITO

REQUEST: NEW 3-UNIT APARTMENT BUILDING AND ASSOCIATED IMPROVEMENTS

ADDRESS: 276 W. DEXTER STREET

It is requested that all comments and requirements for the above project be submitted to the Planning Division no later than the date listed below. If responses can be made sooner, it would be greatly appreciated.

DUE NO LATER THAN: AUGUST 15, 2013

COMMENTS: SEE ATTACHED MEMO

LAURA LARA
Name

8/21/13
Date

SITE PLAN REVIEW FEE DUE \$385.00

A-12

CITY OF COVINA

INTER-OFFICE MEMORANDUM

TO: Planning Division

FROM: Engineering Section *H*

DATE: August 24, 2013

SUBJECT: **REVISED*** (SEE REQUIREMENTS IN BOLD)**
TO CONSTRUCT A 3-UNIT CONDOMINIUM DEVELOPMENT AND
ASSOCIATED IMPROVEMENTS AT 276 WEST DEXTER STREET, SPR 13-
015.

The following requirements are recommended for this project:

1. A copy of a current grant deed or title policy showing the current record owner(s) and a legal description of the subject property shall be submitted.
2. The current owner(s) shall sign a form requesting that the subject property be annexed to the Covina Lighting and Landscaping Districts. Once the property is to these District, the property owner(s) will be periodically assessed for landscaping and lighting, appurtenant maintenance costs.
3. A Parcel Map will need to be filed with the Planning Division, per the Covina Municipal Code Title 16.
4. The owner shall dedicate the northerly 3.50 feet of subject property to the city for alley widening purposes.
5. The proposed development is subject to the provisions of Title 11 of the Covina Municipal Code. Title 11 requires the owner(s) to install the following public improvement in accordance with the city standards prior to the issuance of a building permit.
 - a. Pave alley widening, remove and reconstruct up to existing to the centerline of alley with 3" thick asphalt concrete on 4" aggregate base. The new alley paving shall slope to the centerline of the alley.
 - b. **Replace concrete swale at alley and relocate power pole as needed for the ramp at the alley.**
 - c. Construct sidewalk, curb, gutter, driveway, irrigated tree wells with street trees and modification of cross gutter (as needed for wheelchair ramp) at Fourth and Dexter intersection.
 - d. Construct a wheelchair ramp at the southeast corner at Dexter Street and Fourth Avenue.
 - e. Replace and reconstruct broken portion of existing curb and sidewalk of Dexter Street
 - f. **Driveway approach at Fourth Avenue to follow City Standard Drawing.**

A-13

- g. Install one (1) Southern California Edison Company-owned marbelite street light pole with underground wiring and 5,800 lumen HPSV light at Fourth Avenue. The approximate location is between Dexter Street and alley.
 - h. Install one (1) street tree at Fourth Avenue location and planting requirements shall be determined by the Covina Engineering Division.
- 6. Faithful performance or cash bond covering the required public improvements shall be submitted.
- 7. The following fees are required:
 - a. Engineering plan check and field inspection.
 - b. Sewer connection
 - c. **Address fee (see Engineering for addressing new units)**
- 8. All utilities serving the development shall be placed underground.
- 9. Developer shall revise the site plan to show the public improvements to be constructed.
- 10. The contractor constructing the public improvements shall obtain a city business license and permit and shall satisfy the city's insurance requirements.
- 11. A quantity and cost estimate that covers all required public improvements shall be submitted by the developer's engineer. The performance bond amount and engineering and inspection fee will be based on this amount.



**ENVIRONMENTAL SERVICES SECTION
PLAN REVIEW COMMENTS**

Project Address: 276 W Dexter Street Project #: SPR 13-015

Date Due: Rec'd 8/15/13 Date Returned: 8/15/13 Reviewed By: Vivian Castro

Description: ~~Ex Post Facto - 2723 of Mozzanine~~ 3U apt

After initial review of your project, it has been determined that that your project requires submission of the following items and estimated fees.

Required Documents

Three (3) reports of each of the items noted below, including plans, must be submitted to Environmental Services. All signatures and stamps must have wet-ink application.

- Storm Water Pollution Prevention Plan (SWPPP - The project area is 1 acre or greater. A SWPPP must be provided for this project as required by the State Water Resources Control Board.
- Standard Urban Stormwater Mitigation Measure (SUSMP) - The project meets the Los Angeles Regional Water Quality Control Board's criteria for a Priority Planning Project. A SUSMP must be provided for this project.
- Site-Specific SUSMP - The project falls into a category specified by the Los Angeles Regional Water Quality Control Board as requiring a Site-Specific Mitigation Review.

Required Forms

All signatures and stamps must have wet-ink application.

- Form OC1 (must also attach copy onto field plans)
- Form PC
- Form LSWPPP (Local Stormwater Pollution Prevention Plan). If project area is acre or greater.
- Construction and Demolition Debris Recycling will be required for this project. Please see forms and instructions.
- Form P1
- Form P2
- Maintenance Covenant. See template and instructions.

Estimated Plan Review Costs – Total Estimated Environmental Review Fees \$ - see minimums noted below

- Initial Plan Review by Environmental Services - ~~\$40~~ ~~now due~~
- Review of subsequent submissions to Environmental Services - \$40 (per subsequent submission). Estimated 4 inspections.
- SWPPP - \$600, plus fees for additional review or consultation with City stormwater consultant, if requested. If 1 acre or more.
- SUSMP - New development or redevelopment projects that meet redevelopment thresholds in the following project categories. Base cost, plus fees for additional review or consultation with City stormwater consultant, if requested.
 - o Single-family hillside home - \$300
 - o Ten or more unit homes - \$1,200. May be more if SUSMP requires multiple reviews by Stormwater Consultant.
 - o Industrial/Commercial development with 10,000 or more square feet of impervious surface area- \$1,200
 - o Automotive service facility- \$1,200
 - o Retail gasoline outlet - \$1,200
 - o Restaurant - \$1,200
 - o Parking lot (5,000 square feet or more surface area or 25 or more parking spaces) - \$1,200
 - o Other development - \$600+. Estimated cost of \$1,200 for this project.
- Construction site stormwater compliance inspection and reinspection fees of \$75 - \$125 per inspection may apply. (Estimated 8 inspections).
- Site Specific Mitigation Review - \$600 for projects with any of the following characteristics:
 - o Vehicle or equipment fueling areas
 - o Vehicle or equipment maintenance areas, including washing and repair
 - o Commercial or industrial waste handling or storage
 - o Outdoor handling or storage of hazardous materials
 - o Outdoor manufacturing areas
 - o Outdoor food handling or processing
 - o Outdoor animal care, confinement, or slaughter
 - o Outdoor horticultural activities

Additional Comments

Industrial Waste Permit may be required. Please check with Building Section.

Other _____

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You are hereby advised that only Athens Services/Covina Disposal (888-33646100), the City's exclusive franchise trash hauler, is allowed to provide bins and pick up and dispose of trash and recyclables, including all construction and demolition projects. The ONLY exception is that the project contractor, using his own equipment and staff, can take recyclables to a recycling facility.

ENVIRONMENTAL SERVICES FEES

LOCATION: 276 W Dexter Street

*See Environmental
Trust*
Project# SPR 13-015

Fee Description	Fee	Account Number	Munis Code	Y
NPDES				
Hazardous Material/Illicit Discharge Response - Cleanup and Disposal Fee	Actual cost	6200555043160	ESSITE	
Hazardous Material/Illicit Discharge Response - Material Fee	Actual cost	6200555043160	ESSITE	
Hazardous Material/Illicit Discharge Response (per hour) 7:00am-6:00pm Monday - Thursday	\$ 75.00	6200555043160	ESSITE	
Hazardous Material/Illicit Discharge Response (per hour) 6:00pm-7:00am; Friday; Saturday; Sunday & Holidays	\$ 125.00	6200555043160	ESSITE	
NPDES Construction Site Inspection, per inspection	\$ 75.00	6200555043262	ESMITA	✓
NPDES Construction Site Inspection - Violation follow-up (per incident)	\$ 125.00	6200555043262	ESMITA	
NPDES Site Specific Mitigation Review	\$ 600.00	6200555043262	ESMITA	
NPDES SUSMP and Site Specific Mitigation Review - 10 or more units, =>10,000 sf commercial/industrial; automotive shops or restaurants, =>5,000 sf or 25 spaces parking lot	\$ 1,200.00	6200555043262	ESMITA	✓
NPDES SUSMP Review - Hillside Residential	\$ 300.00	6200555043262	ESMITA	
NPDES SUSMP Review - Other Development	\$ minimum 600.00	6200555043262	ESMITA	✓
Environmental Impact Report - Initial Study (per application)	\$ 610.00	6200555043290	ESEIR	
Environmental Impact Report - Review and Admin of EIR	\$ 610.00	6200555043290	ESEIR	
NPDES WDID and SWPPP verification (document review)	\$ 25.00	6200555043290	ESEIR	
Environmental Plan Review - Initial Study (3 reviews)	\$ 40.00	6200555043400	ESPLAN	✓
Environmental Plan Review - Additional Study (per review)	\$ 40.00	6200555043400	ESPLAN	✓
NPDES Permit Inspection - Commercial/Industrial (business License - annual)	\$ 85.00	6200555046385	ESNPDE	
NPDES Permit Inspection - Restaurants (business License annual)	\$ 50.00	6200555046385	ESNPDE	
NPDES - Environmental Compliance Fee (charged to all businesses with business license application)	\$ 15.00	6200555046387	ESENVF	
INDUSTRIAL WASTE				
Industrial Waste - Permit Application/Issuance Fee	\$ 15.00	6200557041190	ESIWAP	
Industrial Waste - Permit, Annual Inspection Fee	See IW Fee Sheet	6200557041990	ESIWP	
MISCELLANEOUS				
Promotion Supplies	Enter Amt.	6200555046390	ESPRMO	
REFUSE				
Refuse - large event and venue waste reduction & recycling plan review	\$ 50.00	6200558046390	ESLARG	
Illegal Recycling Container Impound Fee	\$ 500.00	6200558046395	ESIMP	

\$1,200 estim.

ES Staff Vivian Castro

Date 8/15/13

Revised 11-30-11

Take this invoice to the Covina Finance Department to make your payment. You will be provided a receipt that must be shown at the Building and Engineering counters as proof of payment prior to any permit being issued.

A-16

CITY OF COVINA
INTEROFFICE MEMORANDUM

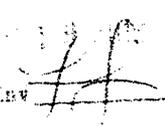
DATE: SEPTEMBER 17, 2013

TO: *Detective Bureau Lieutenant, Covina Police Department
*James Barnes, Fire Department
*Amy Hall-McGrade, Parks & Recreation Director
*Lisa Brancheau, Community Development Department
**Public Works Department:
 Building and Safety Section
 ✓ Engineering Section
 Water Division
 Environmental Services Section
*Risk Management Division

FROM: PLANNING DIVISION

SUBJECT: SPR 13-015

Received, Public Works

SEP 18 2013
Eng. 6007 

APPLICANT: MICHAEL CIRRITO

REQUEST: CONSTRUCTION OF 3-UNIT CODOMINIUM DEVELOPMENT AND ASSOCIATED IMPROVEMENTS. (PROJECT PREVIOUSLY BELIEVED TO BE AND ROUTED AS AN APARTMENT DEVELOPMENT – SEE YOUR PRIOR COMMENTS AND PROVIDE REVISED CONDITIONS FOR CONDOMINIUMS. THANK YOU).

ADDRESS: 276 W. DEXTER STREET

It is requested that all comments and requirements for the above project be submitted to the Planning Division no later than the date listed below. If responses can be made sooner, it would be greatly appreciated.

DUE NO LATER THAN: SEPTEMBER 24, 2013

COMMENTS: *NO CHANGE FROM FIRST COMMENTS
PROPERTY HAS ONE EXISTING 1" SERVICE, WOULD RECOMMEND SEPARATE
SERVICES TONE FOR IRRIGATION.*

Dem. Dopita
Name

A-17

9-18-13
Date



LOCATION MAP - 276 WEST DEXTER STREET

PARCEL MAP 72690



209.83 Feet



EXHIBIT 5

Scale 1 inch = 100 Feet
 0 100 200

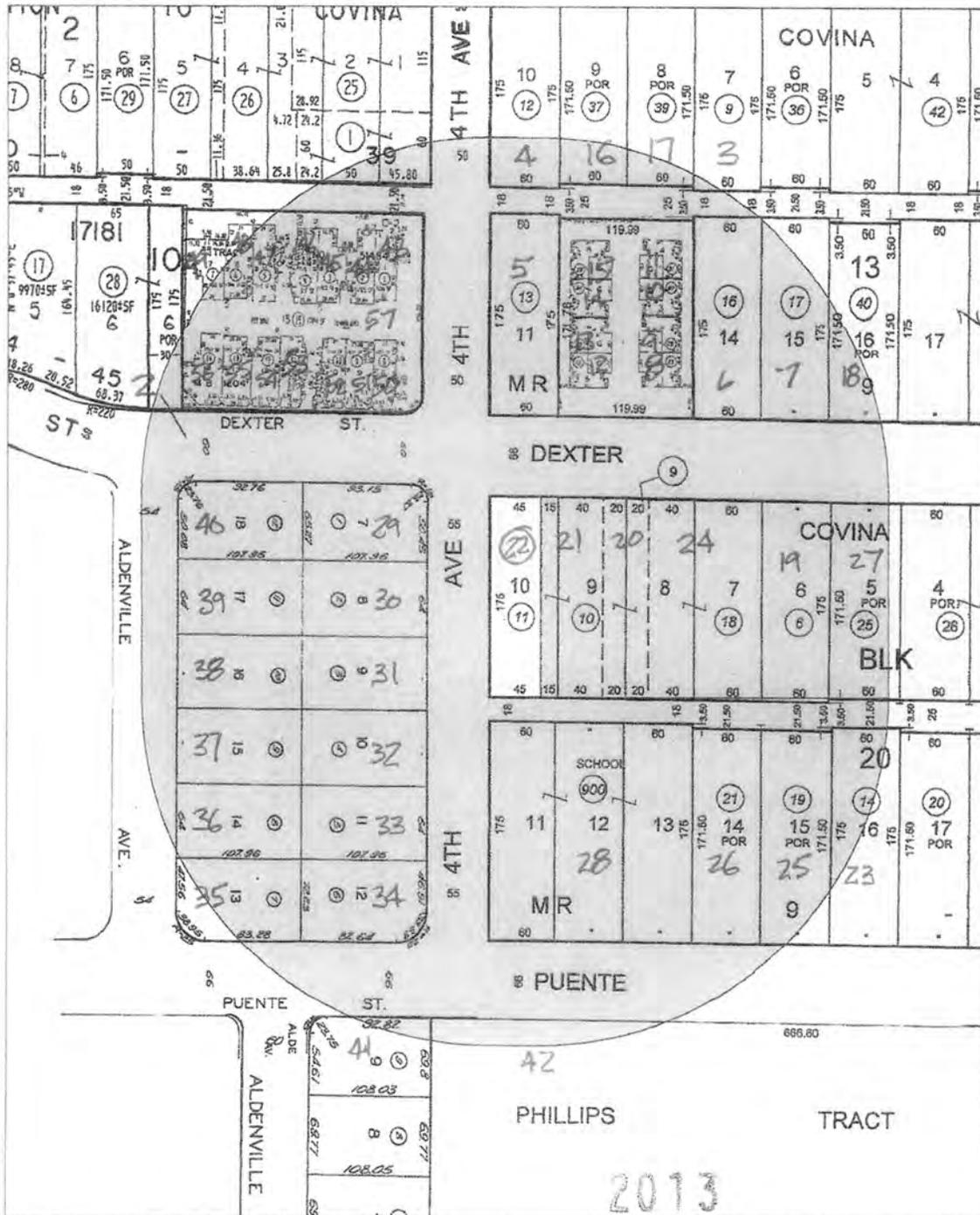


EXHIBIT 6 - 3 pages

300 FOOT RADIUS MAP

Drawing Date: December 31, 2013 - FT

APN - 8444-010-011

© 2012
 Fidelity National Title Company

Any discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and are not shown by the public records. This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability

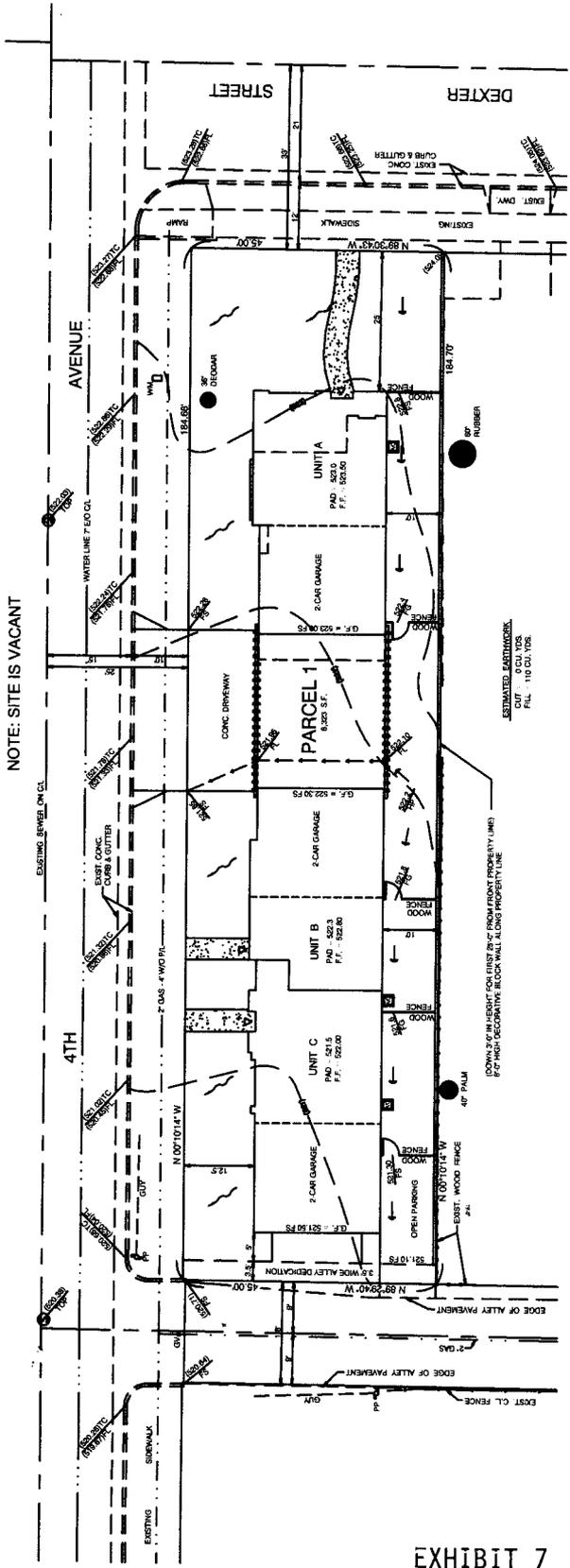
Sheet
 1
 of
 1

31	32	33
8444-011-003 Gary & Kristine Cuellar 323 S 4th Ave Covina, CA 91723-2522	8444-011-004 Richard & Marlene Hazlett 335 S 4th Ave Covina, CA 91723-2522	8444-011-005 Mary & Kevin Jones 341 S 4th Ave Covina, CA 91723-2522
34	35	36
8444-011-006 Gustavo & Diana Moran 348 S Aldenville Ave Covina, CA 91723-2503	8444-011-007 Gustavo & Diana Moran 348 S Aldenville Ave Covina, CA 91723-2503	8444-011-008 Theresa Mcclelland 340 S Aldenville Ave Covina, CA 91723-2503
37	38	39
8444-011-009 Marilyn & Richard Briseno 330 S Aldenville Ave Covina, CA 91723-2503	8444-011-010 Christina Beltran 322 S Aldenville Ave Covina, CA 91723-2503	8444-011-011 Robert & Julieta Arceo 884 N Michigan Ave Pasadena, CA 91104-2927
40	41	42
8444-011-012 Yiu & Snow Law 13041 Nordland Dr Corona, CA 92880-3903	8444-020-009 William Kopase 404 S Aldenville Ave Covina, CA 91723-2906	8444-021-903 Covina Valley Unified School Dist 433 S Citrus Ave Covina, CA 91723
43	44	45
8444-029-001 Carlos Ullua 223 S 4th Ave Covina, CA 91723-2569	8444-029-002 Margaret Jackson 225 S 4th Ave Covina, CA 91723-2569	8444-029-003 Sheryl Schweppe 227 S 4th Ave Covina, CA 91723-2569
46	47	48
8444-029-004 Malcolm & Christine Kinsley 229 S 4th Ave Covina, CA 91723-2569	8444-029-005 Claribell Blackshaw 231 S 4th Ave Covina, CA 91723-2569	8444-029-006 Lynn Tsai 233 S 4th Ave Covina, CA 91723-2569
49	50	51
8444-029-007 Mao Chao 235 S 4th Ave Covina, CA 91723-2569	8444-029-008 Elba Fernandez 1410 E Rowland Ave West Covina, CA 91791-1245	8444-029-009 Diane Hutchinson & Therese Coppa 239 S 4th Ave Covina, CA 91723-2570
52	53	54
8444-029-010 Tai & Yvonne Wong 241 S 4th Ave Covina, CA 91723-2570	8444-029-011 Weng Leong & Cho Chan 251 S 4th Ave Covina, CA 91723-2570	8444-029-012 Yue Huang 253 S 4th Ave Covina, CA 91723-2570
55	56	57
8444-029-013 Jih Cheng 255 S 4th Ave Covina, CA 91723-2570	8444-029-014 Sharon Tsai 257 S 4th Ave Covina, CA 91723-2570	8444-029-015 Portofino Court Homeowners Assn PO Box 243 Covina, CA 91723-0243

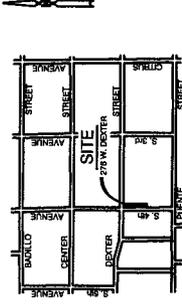
CONDOMINIUM PARCEL MAP No. 72690

IN THE CITY OF COVINA, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA
LEGAL DESCRIPTION: PORTION OF LOT 10, BLOCK 20, COVINA, M.R. 973

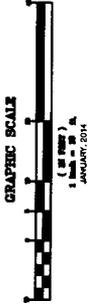
NOTE: SITE IS VACANT



OWNER AND SUBDIVIDER:
276 W. DEXTER STREET, LLC
MICHAEL CIRRO, MANAGING MEMBER
1000 JENSEN AVENUE
LA VERNE, CA 91790
(909) 971-0050



VICINITY MAP
SCALE 1" = 50'



UTILITY COMPANIES

- WATER: CITY OF COVINA, 504 N. BARRANCA AVE, COVINA, CA 91725, (909) 974-2625
- ELECTRIC: SOUTHERN CALIFORNIA EDISON, 800 JENSEN AVE, COVINA, CA 91725, (909) 255-4535
- NATURAL GAS: THE GAS COMPANY, 171 E. BUCKLEBURY, COVINA, CA 91723, (909) 497-2200
- TELEPHONE & CABLE: SOUTHERN CALIFORNIA TELEPHONE, 171 E. BUCKLEBURY, COVINA, CA 91723, (909) 483-4000
- CITY OF COVINA: CITY OF COVINA, 804 N. CITRUS AVE, COVINA, CA 91725, (909) 255-5700

ZONING: R2-10
GENERAL PLAN: RESIDENTIAL HIGH DENSITY



GILBERT ENGINEERING COMPANY, INC.
1000 JENSEN AVENUE
LA VERNE, CA 91790
(909) 971-0050
www.gilberteng.com

RESOLUTION NO. 2015-009 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A PARCEL MAP APPLICATION, PM 72690, FOR THE DEVELOPMENT OF A 3-UNIT CONDOMINIUM AND ASSOCIATED IMPROVEMENTS ON A ROUGHLY 8,925-SQUARE FOOT LOT LOCATED AT 276 WEST DEXTER STREET – APN: 8444-010-011

WHEREAS, 276 W. Dexter Street, LLC (applicant and property owner) has filed a Parcel Map (Application) to apply to a previously approved (on December 10, 2013, under applications Site Plan Review (SPR) 13-015 and Minor Variance (MV) 13-006) 3-unit apartment building and associated improvements on a roughly 8,925-square foot lot located at 276 West Dexter Street, California 91723 (Property); and

WHEREAS, on May 12, 2015 and on May 26, 2015, the Planning Commission conducted duly noticed public hearings at which time the oral and written evidence along with written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on the latter date.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Based upon the entire record made available at the May 12, 2015 and May 26, 2015 public hearings, the staff reports, the oral presentations, and related documents submitted to the Planning Commission prior to and at the public hearings, the Planning Commission hereby finds and determines as follows:

1. All associated provisions of the State Subdivision Map Act (SMA) have been met.

Facts: Application Parcel Map (PM) 72690 complies with the applicable State SMA provisions, and, in further application processing and review, staff will ensure continuing compliance.

2. All associated provisions of Title 16 (Subdivisions) of the CMC have been met.

Facts: Application Parcel Map (PM) 72690 complies with the applicable Title 16 provisions, and, in further application processing and review, staff will ensure continuing compliance.

3. The proposed conversion of the housing classification of the development is consistent with the goals, objectives, policies, general land uses, and programs

specified in the General Plan including the Housing Element, and with any applicable specific plan.

Facts: The PM request would not in any manner conflict with any component of the General Plan, including the Housing Element, and no specific plan is associated with the property. The project only entails converting a previously-approved 3-unit residential development proposal on a roughly 8,325-square foot site now under Plan Check review to condominiums to enable the dwelling unit sales.

4. The maximum number of units proposed is consistent with the objectives, purposes and standards of the General Plan, Zoning Code, and/or any applicable specific plan.

Facts: The project density of the associated 3-unit residential development that was previously approved by the City (15.8 dwelling units per acre of land) conforms to the density limits of the General Plan (High Density Land Use category, 14.1-22.0 dwelling units per acre) and the Zoning Code (RD-1,250/Residential Multiple Family zoning district, generally up to 4 dwelling units allowed).

5. With the increase in units resulting from the overall development proposal, the project would meet the requirements of the zoning code and provides adequate parking, landscaping, open space, etc.

Facts: The associated proposed residential project, as addressed during the approval of application SPR 13-015, will generally meet the applicable zoning requirements. Notably, all required parking is included in the project approval. Minor shortfalls in certain requirements were addressed under application MV 13-006.

6. The overall design, physical condition and amenities of the condominium conversion or proposed development are consistent with those associated with condominium developments throughout the City, and such elements achieve a high degree of appearance, quality, and safety.

Facts: The associated proposed residential project, as addressed during the approval of the above-noted zoning applications, surpasses the design elements of similar smaller condominium developments in the City. In addition, the development was approved based on enhanced architectural and landscape requirements to ensure conformity with the surroundings.

7. There is no evidence in the public hearing record to indicate that vacancies in the project were intentionally increased for the purpose of preparing the project for conversion.

Facts: This finding is not applicable because the underlying development has not been constructed or is currently under Plan Check review.

8. There is no evidence in the public hearing record to indicate that tenants have been coerced to publicly support or approve the conversion, or to refrain from publicly opposing it, or to forgo any assistance to which they may be entitled.

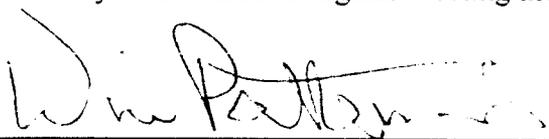
Facts: This finding is not applicable because the underlying development has not been constructed or is currently under Plan Check review.

SECTION 3. Pursuant to the provisions of the California Environmental Quality Act (CEQA), the City has analyzed the proposed project and concluded that it will not have the potential for causing a significant effect on the environment. Therefore, it has been determined that the project proposal would be categorically exempt in accordance with Section 15315 of the CEQA Guidelines.

SECTION 4. Based upon the findings and conclusions set forth in Sections 1, 2 and 3 above, the Planning Commission hereby recommends to the City Council approval of the application:

- A. Parcel Map 72690 is hereby recommended for approval to the City Council, subject to the conditions of approval set forth in the written record before the Commission incorporated herein and attached hereto as Exhibit "A."
- B. The Secretary of the Planning Commission is directed to serve, by first-class mail, a written notice of this decision to the applicant within five (5) days.

PASSED, APPROVED, AND ADOPTED by the members of the Planning Commission of the City of Covina at a regular meeting thereof held on the 26th day of May, 2015.



WIN PATTERSON
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 26th day of May, 2015 by the following vote of the Planning Commission:

AYES: CONNORS, HODAPP, MANNING, MCMEEKIN, PATTERSON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



COVINA PLANNING COMMISSION SECRETARY

DRAFT

CONSENT CALENDAR

1. Approval of Minutes of the Regular Meeting of May 26, 2015.

A motion was made and seconded to approve the Minutes of the Meeting of May 26, 2015 with a correction to the first paragraph of the Commission Comments section. Commissioner McMeekin said he did not state that he believed he was “precluded” from voting for removal of an oak tree, but rather that he believed he cannot vote to remove an oak tree that hasn’t met the conditions of the historic oak tree ordinance.

The motion carried 5-0:

AYES: CONNORS, HODAPP, MANNING, MCMEEKIN, PATTERSON
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

CONTINUED PUBLIC HEARINGS



1. Application Parcel Map (PM) No. 72690, a proposed subdivision for condominium purposes of a 3-unit residential development on a vacant site at 276 West Dexter Street (APN 8444-010-011). Associated with the subdivision are previously approved Site Plan Review (SPR) 13-013 and Minor Variance (MV) 13-006 applications.

City Planner Alan Carter presented the report and answered the Commissioners’ questions.

Mr. Carter noted that a letter of opposition to the project, as well as an email, by Covina resident Stephen Millard, who resides on an adjacent property, were received and entered into the record. Copies of the letter and email were provided to the Commissioners and the applicant.

Commissioner Manning inquired about the issue of water usage in relation to the project and the current drought, as noted in Mr. Millard’s email, and asked if that was taken into consideration. Mr. Carter answered that although water-related issues are outside of the purview of Planning and no direction has been given regarding this issue, any water conservation measures that are currently required would be incorporated into the development.

The public hearing was opened.

Stephen Millard of Covina spoke in opposition to the project.

Michael Cirrito of La Verne, applicant and developer of the project, spoke in favor of the project.

DRAFT

Chairman Patterson noted that in the staff report, Exhibit 8, page 9, item “o” there is a typographical error. Powder “rood” should be corrected to “room”.

Chairman Patterson also asked if there will be anything in the project’s Conditions, Covenants, and Restrictions (CC&Rs) that will require all vehicle-owning occupants of the development to park only on-site. Community Development Consultant Nancy Fong responded that when staff reviews the project-related CC&Rs, we will ensure that a provision is required, to be enforced by the Homeowners’ Association (HOA), prohibiting the garages from being used for storage and requiring all garages to accommodate two vehicles at all times.

The public hearing was closed.

A motion was made and seconded to adopt Resolution 2015-009PC, approving Parcel Map (PM) 72690.

The motion carried 5-0 as follows:

AYES:	CONNORS, HODAPP, MANNING, MCMEEKIN, PATTERSON
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

City Planner Alan Carter noted that final approval of the Parcel Map will rest with the City Council. It will be agendized for Council consideration at the next available City Council meeting, tentatively at the June 16 meeting.

PUBLIC HEARINGS

1. Applications Conditional Use Permit (CUP) 15-003 and Site Plan Review (SPR) 15-005, a proposed development of a 1,840-square foot Starbucks Coffee House with a drive-through facility at 108 East Arrow Highway (APN 8406-001-012)

Assistant Planner Vidal Marquez presented the report and answered the Commissioners’ questions.

Mr. Marquez noted that final project-related requirements from the Los Angeles County Public Works Department, which are necessary because the northern portion of the site abuts County territory, have not yet been received and, therefore, that staff would recommend continuing this item until the next Planning Commission meeting.

The public hearing was opened.

Catherine Otis of Greenberg Farrow, representing Starbucks, spoke in favor of the item and answered the Commissioners’ questions.

Cyndie Petersen

Subject: FW: E-mail and letter opposing application Parcel Map (PM) 72690 (on 5-26 PC Agenda) from Steve Millard
Attachments: 2015 05-26 Letter to PC in opposition to Proposed Development at 276.doc

From: Stephen Millard [<mailto:stephen.millard1@verizon.net>]
Sent: Tuesday, May 26, 2015 11:46 AM
To: Alan Carter
Cc: Andrea Miller; Lisa Brancheau
Subject: Proposed Development at 276 West Dexter Street

Alan,
The following is being submitted in opposition to the proposed three (3) unit condominium project being proposed for construction at 276 West Dexter Street that is on tonight's Planning Commission Agenda as Public Hearing 1. It is anticipated that you will ensure that distribution to the Planning Commissioners and Council is accomplished prior to the meeting.
Thank you,
Steve

26 May 2015

City of Covina
125 East College Street
Covina, CA 91723

Attention: Planning Commissioners

Subject: Proposed Development at 276 West Dexter Street

Reference: Meeting of 26 May 2015, Agenda Item 1 - SPR 13-013 and MV 13-006

Item 1 for the Planning Commission meeting of 26 May 2015 pertains to a "3-unit residential development" being proposed for 276 West Dexter Street, which was the subject of a Public Hearing continued from the meeting Planning Commission meeting of 12 May 2015. The purpose of this transmittal is to document certain reasons in opposition to the approval being recommended by staff of that project. An initial summary of those reasons is as follows:

1. The water supply is inadequate to satisfy the needs of existing residents (let alone additional ones) due to the Drought,
2. The proposed granting of a variance unnecessarily reduces the square footage of the yards for these units, which translates into less permeable surface area to allow what little rainfall is received to be absorbed into the groundwater aquifer,

3. Plans for a single-story two unit structure were presented in July of 1993 that would not deny the propertyowner of his rights, and would also conform to the City's Design Guidelines
4. The granting of a ten foot setback violates the City's Municipal Code requirement for this type of structure to be set back fifteen feet
5. The variance will increase already existing parking and circulation problems in the neighborhood.

Further details regarding the items summarized above are provided below. Additionally, Staff's contention that the prior approval of 10 December 2013 still applies is incorrect. The City's own rules require reconsideration after twelve months, that period of time has been exceeded, and conditions have drastically changed, particularly regarding water.

It is irresponsible for the City to be recommending approval of a Variance to build more units than is permitted under the existing zoning restrictions (because such actions incrementally contribute to the water shortage, and excuses like 'Its just one more unit', or 'We have to do it') evade addressing the issue in a proactive manner at a time when a substantial reduction in water usage is being mandated by the State due to the most severe Drought experienced in California in modern times. The City's Water Conservation Ordinance indicates that "No New Potable Water Service Connections" will be issued once an Emergency Condition has been reached. It seems safe to assume, given the Governor's Emergency Mandate (and the subsequent actions by the State Water Resources Control Board to implement that Directive) issued in response to this unprecedented situation, to reduce water consumption by 25% or more that an Emergency Condition has been reached. Additionally, at a meeting on 10 December 2013 the Planning Commission rejected a housing development being proposed at the former Ford dealership site on the southeast corner of Citrus and San Bernardino Road because it did not believe there was adequate parking for the project. Consequently, it would be reasonable to assume that if a shortage of parking constituted grounds for denying a proposed development then a shortage of water would be an even greater justification for doing so, especially when a proposed project requires a variance to allow more units than would otherwise be permitted.

The staff report is also seriously flawed in that it contains alleged 'facts' that are predicated on erroneous assumptions, mischaracterizes certain aspects of the situation, and fails to recognize significant impacts to the neighborhood and its residents.

One of the basic premises of staff's recommendation is that approval of the alleged Minor Variance "is necessary for the preservation and enjoyment of a substantial property right of the applicant." However, that approach ignores the fact that if the application for a three unit development were denied that the owner of the property could still build a single-story Duplex style design such as was considered by a prior owner in July of 1993, and would therefore still be able to enjoy the property rights applicable to the zoning without a variance being granted.

Additionally, the City's Design Guidelines for properties that are transitional between two distinct zones, such as Multiple-Family and Single-Family, which is the case in this situation, indicate a desired goal of having an aesthetically appealing stylistic transition from one use to another. Such a goal is not served by the proposed design of two story units on a corner lot adjacent to a single-family neighborhood consisting solely of single story residential homes. The placement of a lesser amount of single-story units, such as that proposed in July 1993 by a prior owner when he presented a single story duplex style design, would be much more appropriate for this site. Such a project would allow the propertyowner to enjoy the property rights attendant to the property, comply with the City's own Design Guidelines, and produce less of a negative impact on the property values and quality of life of residents in nearby housing tracts, and not adversely affect the character of the neighborhood.

Additionally, Section 17.28.130 of the Covina Municipal Code (CMC) requires a setback along interior property lines of fifteen (15) feet for a two-story 'Main Building' of one hundred (100) or more feet in length. Section 17.04.114 of the CMC defines a 'Main Building' as being the "building within which is conducted the principal use permitted on the lot". Since the overall length of the 'Main Building' is one hundred twenty three and a half feet (123.5') – refer to City Planner Alan Carter's email of 9:00pm on Monday, 9 December 2013 - the 15 foot setback requirement would apply rather than the ten foot setback the staff is stating is applicable. The application of this Section of the Municipal Code would further preclude the proposed development for consideration for approval.

Another factor that needs to be taken into consideration is the narrow width of Fourth Avenue at this location. That issue is especially pertinent when viewed in conjunction with the renovation of District Field that is almost completed, the narrowness of Puente Avenue in this area, and the added possibility that the present Adult Education facility at the northeast corner of Fourth Avenue and Puente Street will be demolished and replaced by a residential development at that site. The safety of individuals using Fourth Avenue is already compromised by its design, and the fact that the City has apparently (in its last General Plan Revision) relinquished the five foot easement it previously held on the east side of Fourth Avenue to ultimately widen the street will not serve to improve that situation. The vacation of that five foot easement also appears to have been accomplished in an attempt by the City to encourage developers to seek a Variance requesting approval of more units at the proposed site than is permitted by the zoning.

The staff report (on page 7) states that "the average lot width is 72 feet" for the 15 properties on the 200 Block of West Dexter Street. That statement overlooks the fact that the original width of a standard lot when this neighborhood was established in 1886 was sixty feet. Subsequent to that time some of the standard lots have been consolidated, thereby increasing the average lot width, in order to build multi-family developments. Attention should be given to the fact that the applicant bought the property of his own volition with full knowledge of the potential difficulties.

The staff report also contains the misleading statement that "The basic elements are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and no adverse effects will occur on surrounding properties." At times it is not currently safe to park a vehicle on the street (refer to the photograph transmitted to the City by email on Sunday, 24 November 2013), so the addition of more units at this site than is permitted by the zoning would only make things worse since many residents are regularly forced to park on the street because of the age of many of the existing apartments, and the fact that the parking requirements at the time they were built does not satisfy modern demands.

The statement contained in the staff report that "the property has certain extraordinary circumstances which do not apply to surrounding properties" could, from a different perspective, just as easily read:

"The neighborhood has certain extraordinary circumstances which do not apply to other neighborhoods, such that the granting of the Minor Variance would further reduce the ability of the residents of the neighborhood to enjoy a quality of life (a substantial right) that residents in other neighborhoods enjoy"

Amongst those 'extraordinary circumstances' are the proximity of District Field and the Adult Education Center, the narrowness of Fourth Avenue (which was originally designed to essentially be a perimeter boundary road for the Township providing access to groves on one side and secondary access to residences on the other when was it established in 1886), inadequate parking for existing apartments, and the 'Water Park' being constructed next to District Field.

The staff report also repeatedly refers to the vacant lot as being unsightly because of dead, overgrown, or inadequately maintained landscaping. That condition is the fault of the City for not imposing similar standards on the vacant lot that are applied to all other properties in the neighborhood. Additionally, due to the City's negligence in this matter, I have been forced to mow, rake, remove flammable debris, and perform other maintenance at the vacant lot since 1987 (when the previous one story single family residence was destroyed by an arsonist) in order to protect my property at 270 West Dexter since the vacant lot is located immediately adjacent to the west side of my property. The fact that staff is now attempting to use the results of its own disregard for the well being of nearby residents to justify an action that will further diminish quality of life in the neighborhood is extremely hypocritical.

In addition to the comments presented herein, my emails of 12 November 2013 and 24 November 2013 to City Planner Alan Carter, and 4 December 2013 to then City Manager Daryl Parrish are incorporated herein by reference.

Over the last two decades the City has often justified its actions by pointing out that the benefits to the many outweigh the detriment to a few. The application of that philosophy to this situation would mean that the benefit to the residents of the neighborhood of not having more units at this site than the zoning normally permits should be more important than the increased profits a developer would receive if the proposed development is approved. Simply put, it is a question of where a city places priority, on the long-term quality of life of its residents, or the short-term generation of revenue.

Stephen Millard
270 West Dexter Street
Covina, CA 91723
626 332-3858
stephen.millard1@verizon.net

cc: Councilmembers Allen, Delach, King, Marquez, and Stapleton

cc: City Manager Andrea Miller

cc: Assistant to the City Manager Lisa Brancheau

cc: City Planner Alan Carter

26 May 2015

Page 1 of 4

City of Covina
125 East College Street
Covina, CA 91723

Attention: Planning Commissioners

Subject: Proposed Development at 276 West Dexter Street

Reference: Meeting of 12 May 2015, Agenda Item 1 - SPR 13-013 and MV 13-006

Item 1 for the Planning Commission meeting of 26 May 2015 pertains to a “3-unit residential development” being proposed for 276 West Dexter Street, which was the subject of a Public Hearing continued from the meeting Planning Commission meeting of 12 May 2015. The purpose of this transmittal is to document certain reasons in opposition to the approval being recommended by staff of that project. An initial summary of those reasons is as follows:

1. The water supply is inadequate to satisfy the needs of existing residents (let alone additional ones) due to the Drought,
2. The proposed granting of a variance unnecessarily reduces the square footage of the yards for these units, which translates into less permeable surface area to allow what little rainfall is received to be absorbed into the groundwater aquifer,
3. Plans for a single-story two unit structure were presented in July of 1993 that would not deny the propertyowner of his rights, and would also conform to the City’s Design Guidelines
4. The granting of a ten foot setback violates the City’s Municipal Code requirement for this type of structure to be set back fifteen feet
5. The variance will increase already existing parking and circulation problems in the neighborhood.

Further details regarding the items summarized above are provided below. Additionally, Staff’s contention that the prior approval of 10 December 2013 still applies is incorrect. The City’s own rules require reconsideration after twelve months, that period of time has been exceeded, and conditions have been drastically changed regarding water.

It is irresponsible for the City to be recommending approval of a Variance to build more units than is permitted under the existing zoning restrictions (because such actions incrementally contribute to the water shortage, and excuses like ‘Its just one more unit’, or ‘We have to do it’) evade addressing the issue in a proactive manner at a time when a substantial reduction in water usage is being mandated by the State due to the most severe Drought experienced in California in modern times. The City’s Water Conservation Ordinance indicates that “No New Potable Water Service Connections“ will be issued once an Emergency Condition has been reached. It seems safe to assume, given the Governor’s Emergency Mandate (and the subsequent actions by the State Water Resources Control Board to implement that Directive) issued in response to this unprecedented situation, to reduce water consumption by 25% or

more than an Emergency Condition has been reached. Additionally, at a meeting on 10 December 2013 the Planning Commission rejected a housing development being proposed at the former Ford dealership site on the southeast corner of Citrus and San Bernardino Road because it did not believe there was adequate parking for the project. Consequently, it would be reasonable to assume that if a shortage of parking constituted grounds for denying a proposed development then a shortage of water would be an even greater justification for doing so, especially when a proposed project requires a variance to allow more units than would otherwise be permitted.

The staff report is also seriously flawed in that it contains alleged 'facts' that are predicated on erroneous assumptions, mischaracterizes certain aspects of the situation, and fails to recognize significant impacts to the neighborhood and its residents.

One of the basic premises of staff's recommendation is that approval of the alleged Minor Variance "is necessary for the preservation and enjoyment of a substantial property right of the applicant." However, that approach ignores the fact that if the application for a three unit development were denied that the owner of the property could still build a single-story Duplex style design such as was considered by a prior owner in July of 1993, and would therefore still be able to enjoy the property rights applicable to the zoning without a variance being granted.

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26 May 2015

Page 4 of 4

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In addition to the comments presented herein, my emails of 12 November 2013 and 24 November 2013 to City Planner Alan Carter, and 4 December 2013 to then City Manager Daryl Parrish are incorporated herein by reference.

Over the last two decades the City has often justified its actions by pointing out that the benefits to the many outweigh the detriment to a few. The application of that philosophy to this situation would mean that the benefit to the residents of the neighborhood of not having more units at this site than the zoning normally permits should be more important than the increased profits a developer would receive if the proposed development is approved. Simply put, it is a question of where a city places priority, on the long-term quality of life of its residents, or the short-term generation of revenue.

Stephen Millard
270 West Dexter Street
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626 332-3858
stephen.millard1@verizon.net

cc: Councilmembers Allen, Delach, King, Marquez, and Stapleton

cc: City Manager Andrea Miller

cc: Assistant to the City Manager Lisa Brancheau

cc: City Planner Alan Carter

Alan Carter

From: Stephen Millard <stephen.millard1@verizon.net>
Sent: Tuesday, May 12, 2015 11:13 AM
To: Alan Carter
Cc: Andrea Miller; Lisa Brancheau
Subject: Proposed 3-unit Development at 276 West Dexter Street - Agenda Item 1 - SPR 13-013 and MV 13-006

Alan,

The following supplemental comment to those submitted yesterday relative to the Public Hearing to be conducted at tonight's meeting of the Planning Commission regarding the proposed 3-unit development at 276 West Dexter Street is being transmitted for inclusion in the Administrative Record regarding this matter:

The Regulations imposed by the State Water Resource Control Board to ensure compliance with the Governor's Mandate to reduce water consumption by 25% indicate that the baseline to determine the amount of future water usage that will be considered appropriate for a specific site will be established by taking the usage for Calendar Year 2013 and reducing that figure by 25%. In other words, in the future users will only be entitled to seventy-five percent (75%) of the amount they used during 2013. There was no water usage recorded in 2013 for usage at 276 West Dexter Street. Consequently, that site is not eligible to receive any water until the current Drought restrictions are modified. Therefore, the Planning Commission should deny this request if for no other reason than that fact alone. To do otherwise would be in direct violation of State Law, an action that is beyond the Scope of Authority of the Planning Commission.

Please ensure that this information is distributed to the Planning Commissioners prior to tonight's meeting.

Thank you,
Steve

Alan Carter

From: Stephen Millard <stephen.millard1@verizon.net>
Sent: Monday, May 11, 2015 1:05 PM
To: Councilman Walt Allen; Councilwoman Peggy Delach; Councilman John King; Z.Jorge Marquez Personal Contact; z. Kevin Stapleton Assistant
Cc: Andrea Miller; Lisa Brancheau; Alan Carter
Subject: Development & Water Restrictions
Attachments: 2015 05-11 letter to PC re 276.pdf

The unprecedented situation confronting Municipalities as a result of an ongoing severe Drought, and the water reductions mandated by the Governor as a result, present some unique challenges to local government. The following letter, which is being transmitted in opposition to the proposed development at 276 West Dexter Street being considered at the Planning Commission meeting tomorrow night, points out that it is unconscionable for the City to be recommending approval of a Variance to build more units than is permitted under the existing zoning restrictions at a time when a twenty-five percent (25%) reduction in water usage is being mandated due to the worst Drought ever recorded in the State in the modern era. However, the larger question is the manner in which the City intends to achieve the mandated reductions, and whether its approach will be equitable. One potential manner of assisting in the achievement of such a goal would be to impose a Moratorium on all projects that increase water demand until such time that the supply problem has been adequately addressed. This is an opportunity for the City to show that it can take meaningful action in a timely manner to deal with the current crisis. The question is whether it will, or if it will continue to stall as it has for years on some water related issues, such as complying with the provisions of the National Pollutant Discharge Elimination System (NPDES).

Steve

City of Covina
125 East College Street
Covina, CA 91723

Attention: Planning Commissioners

Subject: Proposed Development at 276 West Dexter Street

Reference: Meeting of 12 May 2015, Agenda Item 1 - SPR 13-013 and MV 13-006

The purpose of this transmittal is to document certain reasons in opposition to the approval being recommended by staff of the “3-unit residential development” being proposed for 276 West Dexter Street. The staff report is seriously flawed in that it contains alleged ‘facts’ that are predicated on erroneous assumptions, mischaracterizes certain aspects of the situation, and fails to recognize significant impacts to the neighborhood and its residents.

It is at the very least unconscionable for the City to be recommending approval of a Variance to build more units than is permitted under the existing zoning restrictions at a time when a twenty-five percent (25%) reduction in water usage is being mandated due to the worst Drought ever recorded in the State. The City’s Water Conservation Ordinance indicates that “No New Potable Water Service

Connections“ will be issued once an Emergency Condition has been reached. It seems safe to assume, given the Governor’s Emergency Mandate (and the subsequent actions by the State Water Resources Control Board to implement that Directive) issued in response to this unprecedented situation, to reduce water consumption by 25% that an Emergency Condition has been reached. Additionally, at a meeting on 10 December 2013 the Planning Commission rejected a housing development being proposed at the former Ford dealership site on the southeast corner of Citrus and San Bernardino Road because it did not believe there was adequate parking for the project. Consequently, it would be reasonable to assume that if a shortage of parking constituted grounds for denying a proposed development then a shortage of water would be an even greater justification for doing so, especially when a proposed project requires a variance to allow more units than would otherwise be permitted.

One of the basic premises of staff’s recommendation is that approval of the alleged Minor Variance “is necessary for the preservation and enjoyment of a substantial property right of the applicant.” However, that approach ignores the fact that if the application for a three unit development were denied that the owner of the property could still build a single-story Duplex style design such as was considered by a prior owner in July of 1993, and would therefore still be able to enjoy the property rights applicable to the zoning without a variance being granted.

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RECEIVED BY
CITY CLERK
15 MAY 11 PM 1:23

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Subject: Proposed Development at 276 West Dexter Street

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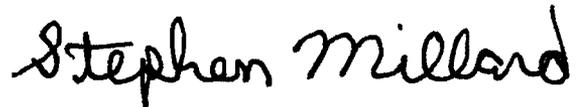
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11 May 2015

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A handwritten signature in black ink that reads "Stephen Millard". The signature is written in a cursive, slightly slanted style.

Stephen Millard
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Covina, CA 91723
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stephen.millard1@verizon.net

cc: Councilmembers Allen, Delach, King, Marquez, and Stapleton

cc: City Manager Andrea Miller

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cc: Office of the City Clerk

RESOLUTION NO. 15-7363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING APPLICATION PARCEL MAP (PM) 72690 FOR THE DEVELOPMENT OF A 3-UNIT CONDOMINIUM AND ASSOCIATED IMPROVEMENTS ON A ROUGHLY 8,925-SQUARE FOOT LOT LOCATED AT 276 WEST DEXTER STREET- APN: 8444-010-011

WHEREAS, 276 W. Dexter Street, LLC (applicant and property owner) has filed a Parcel Map (Application) to apply to a previously approved (on December 10, 2013, under applications Site Plan Review (SPR) 13-015 and Minor Variance (MV) 13-006) 3-unit apartment building and associated improvements on a roughly 8,925-square foot lot located at 276 West Dexter Street, California 91723 (Property); and

WHEREAS, on May 12, 2015 and on May 26, 2015, the Planning Commission conducted duly noticed public hearings at which time oral and written evidence along with a written recommendation from the Planning Division was presented to the Planning Commission, and at which time all parties were afforded the opportunity to rebut the evidence presented. The Planning Commission concluded said hearings on the latter date; and

WHEREAS, on June 16, 2015, the City Council conducted a duly noticed public hearing at which time oral and written evidence along with a written recommendation from the Planning Commission was presented to the City Council, and all parties were afforded the opportunity to rebut the evidence presented; and

WHEREAS, all legal prerequisites prior to adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. After giving full consideration to all evidence presented at the public hearing, both oral and documentary, and after being fully informed, said City Council does hereby find and decide:

1. All associated provisions of the State Subdivision Map Act (SMA) have been met.

Fact: Application Parcel Map (PM) 72690 complies with the applicable State SMA provisions, and, in further application processing and review, staff will ensure continuing compliance.

2. All associated provisions of Title 16 (Subdivisions) of the CMC have been met.

Fact: Application Parcel Map (PM) 72690 complies with the applicable Title 16 provisions, and, in further application processing and review, staff will ensure continuing compliance.

3. The proposed conversion of the housing classification of the development is consistent with the goals, objectives, policies, general land uses, and programs specified in the General Plan including the Housing Element, and with any applicable specific plan.

Fact: The PM request would not in any manner conflict with any component of the General Plan, including the Housing Element, and no specific plan is associated with the property. The project only entails converting a previously-approved 3-unit residential development proposal on a roughly 8,325-square foot site now under Plan Check review to condominiums to enable the dwelling unit sales.

4. The maximum number of units proposed is consistent with the objectives, purposes and standards of the General Plan, Zoning Code, and/or any applicable specific plan.

Fact: The project density of the associated 3-unit residential development that was previously approved by the City (15.8 dwelling units per acre of land) conforms to the density limits of the General Plan (High Density Land Use category, 14.1-22.0 dwelling units per acre) and the Zoning Code (RD-1,250/Residential Multiple Family zoning district, generally up to 4 dwelling units allowed).

5. With the increase in units resulting from the overall development proposal, the project would meet the requirements of the zoning code and provides adequate parking, landscaping, open space, etc.

Fact: The associated proposed residential project, as addressed during the approval of application SPR 13-015, will generally meet the applicable zoning requirements. Notably, all required parking is included in the project approval. Minor shortfalls in certain requirements were addressed under application MV 13-006.

6. The overall design, physical condition and amenities of the condominium conversion or proposed development are consistent with those associated with condominium developments throughout the City, and such elements achieve a high degree of appearance, quality, and safety.

Fact: The associated proposed residential project, as addressed during the approval of the above-noted zoning applications, surpasses the design elements of similar smaller condominium developments in the City. In addition, the development was approved based on enhanced architectural and landscape requirements to ensure conformity with the surroundings.

7. There is no evidence in the public hearing record to indicate that vacancies in the project were intentionally increased for the purpose of preparing the project for conversion.

Fact: This finding is not applicable because the underlying development has not been constructed or is currently under Plan Check review.

8. There is no evidence in the public hearing record to indicate that tenants have been coerced to publicly support or approve the conversion, or to refrain from publicly opposing it, or to forgo any assistance to which they may be entitled.

Fact: This finding is not applicable because the underlying development has not been constructed or is currently under Plan Check review.

SECTION 3. Pursuant to the provisions of the California Environmental Quality Act (CEQA), the City has analyzed the proposed project and concluded that it will not have the potential for causing a significant effect on the environment. Therefore, it has been determined that the project proposal would be categorically exempt in accordance with Section 15315 of the CEQA Guidelines.

SECTION 4. In consideration of the findings stated above, the City Council of City of Covina hereby approves this application, subject to all Conditions of Approval as shown in Exhibit "A," incorporated herein by reference.

SECTION 5. In consideration of the findings stated above, the City Council of City of Covina hereby approves this application, subject to all Conditions of Approval as shown in Exhibit "A," incorporated herein by reference.

SECTION 6. This Resolution shall take effect upon the effective vote of the City Council and the appropriate signatures below.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on the 16th day of June 2015.

John King, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

Candice Lee, City Attorney

I, Evelyn Leach, Interim Chief Deputy City Clerk of the City of Covina, California, do hereby certify that the foregoing **Resolution No. 15-7363** was introduced and adopted by City Council of the City of Covina at a regular meeting thereof held on the 16th day of June, 2015, by the following vote of the City Council:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Evelyn Leach
Interim Chief Deputy City Clerk

CITY OF COVINA
RESOLUTION NO. 15-7363 FOR PARCEL MAP (PM) NO. 72690
EXHIBIT A - CONDITIONS OF APPROVAL
June 16, 2015

1.0 TIME LIMITS:

- 1.1 If the Parcel Map is subsequently approved by the City Council, the approval shall expire one year from the date of application approval if the Parcel Map has not been recorded and an extension has not been granted.

2.0 GENERAL REQUIREMENTS:

- 2.1 The approval is for a one-lot, 8,323-square foot Parcel Map for condominium purposes, as depicted on the approved project plan on file with the City, pertaining to a previously-granted (by Planning Commission on December 10, 2015) 3-unit residential development and associated improvements at 276 West Dexter Street.
- 2.2 All Conditions of Approval for the previously-approved, development-related zoning applications (Site Plan Review (SPR) 13-015 and Minor Variance (MV) 13-006), except where they have been expressly superseded by this application, shall remain applicable to the underlying, overall development and to Parcel Map (PM) NO. 72690. These Conditions of Approval shall also be referenced in the implementation of these Conditions.
- 2.3 In accordance with Section 17.64.120 of the Covina Municipal Code (CMC), all utilities serving the development shall be installed underground.
- 2.4 The staff of the Public Works Department shall verify that the Parcel Map conforms to all applicable provisions of Title 16 (Subdivisions) of the Covina Municipal Code and the State Subdivision Map Act (SMA). In addition, final Parcel Map approval shall be determined by the City Council.
- 2.5 Pursuant to the provisions of the California Environmental Quality Act (CEQA), the City has analyzed the proposed project and concluded that it will not have the potential for causing a significant effect on the environment. Therefore, it has been determined that the project proposal would be categorically exempt in accordance with Section 15315 of the CEQA Guidelines.
- 2.6 This approval will not be effective until the applicant/property owner has filed with the Planning Division an affidavit stating that he is aware of and agrees to accept all of the conditions of the approval.

- 2.7** The project or uses may proceed only in accordance with the approved plans on file with the Community Development Department, all representations of record made by the applicant(s), the conditions contained herein, the Covina Municipal Code, and the Covina Design Guidelines.
- 2.8** Minor modifications to this approval that are determined by the City Planner or his/her designee to be in substantial conformance with the approved project plans and that do not intensify or change the use or require any deviations from adopted standards may be approved by the City Planner upon submittal of an administrative application and the required fee.
- 2.9** Failure to comply with any conditions of approval noted herein or any future violation of conditions may result in revocation of project approval by the City.
- 2.10** Approval of this request shall not waive compliance with all other sections of the Covina Municipal Code, the Covina Design Guidelines, and all other applicable plans and non-City laws and regulations that are in effect at the time of building permit issuance.
- 2.11** The property and all improvements, including landscaping, must be maintained in a sound, healthy, and attractive condition free of weeds, visible deterioration, graffiti, debris and/or other conditions that violate the Covina Municipal Code.
- 2.12** The City shall have the reasonable right of entry to inspect the properties on the overall project site to verify compliance with the Conditions of Approval.
- 2.13** Permittee shall defend, indemnify and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The City must promptly notify the permittee of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the permittee of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
- 2.14** The permittee shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this grant. Although the permittee is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the defense of the action, but such participation shall not relieve the permittee of any obligation under this condition.
- 2.15** If any provision of this approval is held or declared to be invalid, then the entire approval shall be void and the privileges granted hereunder shall lapse.

- 2.16 The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's violation of any condition or mitigation measure imposed by this application or any provision of the Covina Municipal Code must be paid by the applicant.
- 2.17 All grading and all exterior (during construction and following project completion) drainage on the property shall conform to all applicable requirements of the Public Works Department.
- 2.18 Any proposed site features for the disabled that are associated with this project approval, including, but not limited to, property access identification, parking stall and unloading area dimensions, path of travel, and building access, must comply with all applicable State Codes and must first be reviewed and approved by the Building Division (please contact the Building Division for specific requirements).
- 2.19 During project construction, the applicant shall make a reasonable attempt(s) to address any construction related issues affecting any adjacent property(ies).

3.0 PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:

- 3.1 Final plans incorporating all conditions of approval and any plan-related changes required in the approval process shall be submitted for review and approval by the City Planner prior to building permit issuance. The construction plan/documents must include specific details and delineation incorporating these conditions of approval, including any required Planning Division-related modifications.
- 3.2 All conditions of approval listed herein must be printed upon the face of and included as part of the final plans and specifications during the Plan Check process for the associated development proposal.
- 3.3 The Final Map shall be approved by the City Council and recorded with the Los Angeles County Recorder's Office.
- 3.4 In accordance with Chapter 11.36 of the Covina Municipal Code, no street trees adjacent to the site shall be cut or trimmed in any manner by any persons associated with property unless a written permit from the Public Works Department is first obtained.
- 3.5 **The following are requirements from the Building Division:** After you have successfully completed the Planning Division's plan review process, your plans should be ready for submitting to the Building Section for review of State and local Building Code requirements. These are general comments intended to prepare the applicant for a successful and expeditious plan review through the Building Section. Please be prepared to address the following checked items:

- a. Please submit (6) sets of complete plans, including any proposed utilities and earthwork; two sets shall be “stamped approved” by the Covina Planning Division and include the Building Section’s comments for consultant review. This project must comply with the 2013 California Building Standards and 2013 energy code.
- b. Two sets each of any structural and energy calculations shall be submitted with the above mentioned plans. All calculations must bear an original signature from the documented author.
- c. This project must comply with Federal and State Accessibility requirements to and throughout the building. Include compliance methods and structural details on the plans.
- d. Demolition and renovations activities require an asbestos containing materials (ACM) survey (SCAQMD RULE 1403). The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building Division.
 SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381
- e. The Los Angeles County Fire Department needs to review your construction plans. To expedite this process, you will need to contact one or more of their Regional plan check office(s): Appointments to discuss Fire Department requirements may be made between 7:30 a.m. and 10:30 a.m. The main office is located at 5823 Rickenbacker Road, Commerce, CA, 90040-3027. Regional plan check offices for the Los Angeles County Fire Department:
 - i. Glendora Office, Building Plan Review Only
 231 W. Mountain View Avenue
 Glendora, CA 91740
 (626) 963-0067
 - ii. Commerce Office, Sprinkler & Alarm Plan Review
 5823 Rickenbacker Road
 Commerce, CA 90040-3027
 (323) 890-4125
 - iii. Commerce Office, Land Development / Access
 Rickenbacker Road
 Commerce, CA 90040-3027
 (323) 890-4243
- f. Please provide an additional digital copy (pdf preferred) of the building floor plan, elevations, and site plan to be submitted to the LA County Tax

Assessor. This copy should be in sufficient detail to allow the Assessor to determine the square footage of the building and, in the case of residential buildings, the intended use of each room. For additional information, please contact the LA County Assessor's Office, Public Service Desk at 888-807-2111.

- g. The City of Covina has formally adopted a public noticing program for residential construction projects to provide the public with an opportunity to verify the validity of construction within their neighborhoods. This program requires the property owner and/or contractor to place a sign 14" high x 22" wide using a minimum black 24 point font (Arial) on a white background. The noticing sign must be suitable for outdoor use and placed within the front yard where it is clearly visible from the public right-of-way. The following items must be included on the residential noticing sign:
- A) Address of construction project
 - B) Type of construction project
 - C) Name of contractor/owner
 - D) Telephone number of contact person
 - E) Contractor's license number
 - F) Permit number with date of issuance
 - G) City of Covina Building Division telephone number
 - H) Construction activity prohibited Monday through Saturday from 8pm-7am and all day on Sundays or Holidays unless otherwise permitted.
- h. School District application and approval including any related fees must be provided before permit issuance.
- i. Construction activity within 500 feet of a residential zone is prohibited between the hours of 8:00pm and 7:00am and on Sundays and Holidays unless otherwise permitted by the City.
- j. The Building Section plan check process may address additional concerns.

(Further Building Requirements)

- k. Provide soils report per previous corrections. (CRC R401.4.1.1.1)
- l. Provide verification that this project has obtained the approval of 270 W Dexter to remove the existing fence between the properties.
- m. **Architectural**
Sheet 1
- Occupancy group should be corrected to reflect R-3;
 - The engineer of record shall provide a statement of special inspections indicating all special inspections and structural observations required, periodic, continuous, etc. per CBC 1704.3. Note on the plans that Deputy Inspectors are required to be registered and approved by the Building Department.
- n. Sheet 2
- Please correct the bollard detail in garage to reference 10/SD2 to be

consistent with structural pages.

- o. Sheet 5
 - Draft stop note in Section “E” should be corrected to fire block per CRC 302.11.
 - Detail 16. Please provide details for required fire blocking @ intervals <10’ horizontal for concealed space between parallel stud walls and at each floor (CRC 302.11)
 - Please note ceiling in powder **room (corrected by Planning Commission on 5-26-15)** must be related separation due to offset in the fire wall between units. Supporting construction must also be rated per CRC 302.3.1.
 - Correct reference to detail 17/SD4 in Section ‘F’ to correctly reference 17/SD3.
- p. Sheet 6
 - Please provide a footing detail for the trellis depicted in west elevation.
- q. Sheet 7
 - Add note that radiant barrier is required per energy calculations.
- r. Sheet AD1
 - Detail 16 Roof should reflect the correct tile materials.
- s. Sheet AD2
 - Detail 3 Roof should reflect the correct tile materials.
 - Detail 18 description should reflect that it is a water heater detail and not a star detail.
- t. **Structural**
General Comments
 - Calculations need to be completed under the current 2013 CBC and ASCE 7-10 standards. Coefficients, Wind speeds, etc. must all be based on the current standards. Please correct structural calculation package.
 - Stamp for Fred Sheu shows an expiration date of 6/30/2014
- u. Sheet S1
 - Plan for units B & C references a footing in the restroom which does not exist. Please correct.
- v. **Mechanical**
Sheet M-1
 - Equipment schedule must match equipment listed in energy calculations.
- w. **Plumbing**
Sheet P-3
 - Please show length of pipe runs for gas line sizing verification as well as BTU demand at each outlet.
- x. **Electrical**
Sheet E-1
 - Provide minimum (1) Smoke and Carbon Monoxide alarm per floor.
- y. Sheet E-2

- Provide minimum (1) Smoke and Carbon Monoxide alarm per floor.
- z. Sheet E-3
- Provide (2) 20A Small appliance circuits for receptacles in kitchen (CEC 210.11C1)
 - Note 2 should be corrected to indicate grounding to be in compliance with Article 250 of the 2013 CEC.

3.6 The following are requirements from the Engineering Division: Any off-site improvements within the public right-of-way will require a permit from Engineering Division of the Public Works Department.

- a. A copy of a current grand deed or title policy showing the current record owner(s) and a legal description of the subject property shall be submitted.
- b. The current owner(s) shall sign a form requesting that the subject property be annexed to the Covina Lighting and Landscaping Districts. Once the property is annexed to these Districts, the property owner(s) will be periodically assessed for landscaping and lighting, appurtenant maintenance costs.
- c. A Parcel Map will need to be filed with the Planning Division, per the Covina Municipal Code, Title 16.
- d. The owners shall dedicate the northerly 3.50 feet of the subject property for city for alley widening purposes.
- e. The proposed development is subject to the provisions of Title 11 of the Covina Municipal Code. Title 11 requires the owner(s) to install the following public improvements in accordance with city standards prior to the issuance of a building permit
 - i. Pave alley widening, remove and reconstruct up to existing to the centerline of alley with 3'' thick asphalt concrete on 4'' aggregate base. The new alley paving shall slope to the centerline of the alley.
 - ii. **Replace concrete swale at alley and relocate power pole as needed for the ramp at the alley.**
 - iii. Construct sidewalk, curb, gutter, driveway, irrigated tree wells with street trees and modification of cross gutter (as needed for wheelchair ramp) at Fourth and Dexter intersection.
 - iv. Construct a wheelchair ramp at the southeast corner at Dexter Street and Fourth Avenue.
 - v. Replace and reconstruct broken portion of existing curb and sidewalk of Dexter Street
 - vi. **Driveway approach at Fourth Avenue to follow City Standard Drawing.**
 - vii. Install one (1) Southern California Edison Company-owned marbelite street light pole with underground wiring and 5,800 lumen HPSV light at Fourth Avenue. The approximate location is between Dexter Street and alley.

- viii. Install one (1) street tree at Fourth Avenue location and planting requirements shall be determined by the Covina Engineering Division.
- f. Faithful performance or cash bond covering the required public improvements shall be submitted.
- g. The following fees are required:
 - i. Engineering plan check and field inspection.
 - ii. Sewer connection.
 - iii. **Address fee (see Engineering for addressing new units).**
- h. All utilities serving the development shall be placed underground.
- i. The developer shall revise the site plan to show the public improvements to be constructed.
- j. The contractor constructing the public improvements shall obtain a city business license and permit and shall satisfy the city's insurance requirements.
- k. A quantity and cost estimate that covers all required public improvements shall be submitted by the developer's engineer. The performance bond amount and engineering and inspection fee will be based on this amount.

(Further Engineering requirements)

- l. The following comments are referred to the 2013 Building, Mechanical, Plumbing, and Electrical Codes (i.e., 2012 IBC, UMC, UPC, and 2011 NEC as amended by the State of California), 2013 California Energy Code, and 2013 California Green Building Standards Code, as applicable, unless otherwise noted.
- m. Respond in writing to each comment by marking the attached comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. Your complete and clear responses will expedite the re-check and hopefully, approval of this project.
- n. There are likely to be comments generated by the Building Department and/or other city departments that will also require your attention and response. **This attached list of comments, then, is only a portion of the plan review. Contact the City for other items.**
- o. **All sheets of drawings must be stamped and wet signed by a licensed Land Surveyor or registered engineer authorized to practice land surveying.** The expiration date of the license or registration should also be provided on the plans. This item will be verified prior to plan approval.
- p. Based on the requirements delineated in the Covina Municipal Code Chapter 16.08 and more specifically 16.08.070, the below listed comments will apply:
- q. Provide the seal and signature of the registered design professional on the map.
- r. Add the school district and fire protection agency to the map.
- s. Identify the use and type of structure on the easterly side of the project.

- t. Clarify whether the separate units will be separate parcels.
- u. The grading appears to be consistent with the requirements of the building code; however, a complete grading and drainage review cannot be completed without a full precise grading plan.
- v. All lot lines shall have bearing and distances noted in the drawing or in a table.
 - i) If the units will be separate parcels, please identify the lots, and apply distances and bearings to all lot lines.
 - ii) Identify the areas of each specific lot.
- w. Provide a copy of the conditions of approval if they have been crafted.

3.7 The following are requirements from the Environmental Services Division:

- a. An initial plan review fee of \$40 shall be paid to the City.
- b. An Erosion and Sediment Control Plan will be required. No grading permit to be issued until Environmental Services inspections occur to ensure that ESCP is in place.
- c. OC1A: Complete form, sign, return original, attach copy to field plans.
- d. ES-CD1: Construction & Demolition Debris Recycling - Complete form, sign, return original, attach copy to field plans, fax copy to Athens Services when requesting waste container; also request Athens Load Characterization upon completion of C&D.
- e. ES-CD2: Construction & Demolition Debris Recycling - Upon completion of C&D, complete form, sign, return original with Athens Load Characterization Report.
- f. Only Athens Services/Covina Disposal, 888-336-6100, is allowed to provide bins and pickup and dispose of trash and recyclables, including all C&D projects. Exception: Project contractor, using his own equipment and staff, can take recyclables to a recycling facility.
- g. For any questions here, please contact Environmental Services staff at 626-384-5480.

3.8 The following are requirements from the Water Division: The property has one 1-inch existing service. It is suggested adding two more services for Unit A and Unit B and possibly a third service for the irrigation system.

3.9 The proposed project shall comply with the following requirements of the Los Angeles County Fire Department:

(FINAL MAP REQUIREMENTS)

- a. The Final Map shall be submitted to our office (Land Development Unit in City of Commerce) for review and approval prior to recordation.

- b. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires all-weather access.

(CONDITIONS OF APPROVAL - Verification for compliance will be performed during the architectural plan review prior to building permit issuance.)

- c. Fire Department apparatus access shall be extended to within 150 feet of all portions of the exterior walls of any future buildings or structures.
- d. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4
- e. The dimensions of the approved Fire Apparatus Access Roads shall be maintained as originally approved by the fire code official. Fire Code 503.2.2.1
- f. Approved building address numbers, building numbers or approved building identification shall be provided and maintained so as to be plainly visible and legible from the street fronting the property. The numbers shall contrast with their background, be Arabic numerals or alphabet letters, and be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. Fire Code 505.1
- g. A minimum 5 foot wide approved firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls shall be provided for firefighting and rescue purposes. Fire Code 504.1

(CONDITIONS OF APPROVAL - WATER)

- h. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal.
- i. The required fire flow for the public fire hydrant on this residential development is 1500 gallons per minute at 20 psi for a duration of 2 hours, over and above maximum daily domestic demand.
- j. Install 1 new public fire hydrant on 4th Ave. (See attached map for location).
- k. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.
- l. All required public fire hydrants shall be tested and accepted prior to beginning construction. Fire Code 501.4
- m. For any questions regarding the report, please contact Inspector Claudia Soiza at (323) 890-4243 or at Claudia.Soiza@fire.lacounty.gov.

4.0 PRIOR TO THE ISSUANCE OF CERTIFICATE(S) OF OCCUPANCY/FINAL PROJECT APPROVAL:

- 4.1** Modified Development Impact Fees (to be subsequently determined by the Planning staff), reflecting Quimby Fees (impact fees for parks and recreation-related facilities that are triggered upon residential subdivision submittal) shall be paid.
- 4.2** Conditions, Covenants, and Restrictions (C, C & Rs) shall be prepared and approved by both the Planning staff and the City Attorney's Office plus properly recorded. In addition, an associated homeowners' association (HOA) must be formed and operational (by the applicant) prior to final development approval.
- 4.3** All building and site improvements along with landscaping and irrigation must be installed in accordance with plans and information on file with the Planning, Building, and Engineering Divisions, and the irrigation systems installed to address the required landscaping (addressed under SPR and MV Conditions of Approval) must be fully operational. Furthermore, all on-site landscaped areas must be maintained free of weeds and debris.
- 4.4** All building, structural, parking, lighting, and landscape improvements shall be constructed, installed, or handled in a good workmanlike manner, consistent with the standard best practices of the subject trades and in a manner acceptable to the City.
- 4.5** All exterior lighting fixtures must be installed in accordance with plans and analyses on file with the Planning and Building Divisions, and the lighting fixtures must be fully operational.
- 4.6** The project site must be clean and free of trash and construction debris, and all construction equipment must be removed from the site.
- 4.7** Any broken, damaged, or blighted features of the property or any building(s) thereon shall be repaired or removed.
- 4.8** The applicant must comply with all of the requirements listed above as well as requirements determined during the Building Plan Check process.
- 4.9** Final occupancy shall not be granted until such time as the applicant has obtained approval from the City Planner who has inspected the premises and the use for compliance with all terms and conditions of this of approval.

- END OF CONDITIONS -



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. NB1

STAFF SOURCE Siobhan Foster, Director of Public Works
Vivian Castro, Environmental Services Manager

ITEM TITLE Authorize City Manager to Submit Draft Upper San Gabriel River (USGR) Enhanced Watershed Management Program (EWMP) to Los Angeles Regional Water Quality Control Board (Regional Board)

STAFF RECOMMENDATION

Authorize the City Manager to submit the Draft EWMP to the Regional Board.

FISCAL IMPACT

The full cost of implementation of the EWMP will not be fully known until the Regional Board takes action on the proposed program. However, estimates indicate that implementation of the USGR EWMP involving seven agencies will require approximately \$2 billion over the twenty-year implementation period, with Covina's cost estimated to be \$148 million during that period.

While the Environmental Services Division of the Department of Public Works collects various fees for stormwater-related services provided by the City (development plan reviews, construction site inspections, facilities inspections, etc.) that historically covered the costs of implementing the prior (2001) Municipal Separate Storm Sewer System (MS4) Permit, for the 2012 MS4 Permit (Order No. R4-2012-0175) those fees are insufficient to cover the full cost of implementing the USGR EWMP, particularly the multi-benefit regional infiltration projects that will be required to meet the required pollutant reductions. As noted in Section 7 of the EWMP, the City continues to proactively seek funding and is engaged in advocacy efforts to stimulate additional resources and make resources more accessible, but funding is insufficient at this time.

CEQA

The EWMP is a planning document that must be reviewed and approved by the Regional Board, and any implementing projects and actions would proceed only after Regional Board approval is granted. Therefore, authorizing submittal of the EWMP to Regional Board is not a project for purposes of CEQA because it is not an approval of the plan. (14 Cal Code Regs. 15378(c).) Upon approval by the Regional Board, the City may undertake implementing actions which will be reviewed pursuant to CEQA as appropriate.

BACKGROUND

The Los Angeles County Flood Control District (LACFCD), Los Angeles County, and the 84 incorporated cities within Los Angeles County (collectively referred to as Permittees), including

Covina, are regulated by the Federal Clean Water Act under a MS4 Permit (Order No. R4-2012-0175; National Pollutant Discharge Elimination System [NPDES] Permit No. CAS004001) for the discharge of urban runoff to waters of the United States. The Permit was adopted by the California Water Quality Control Board, Los Angeles Region (Regional Board) on November 8, 2012, and became effective December 28, 2012.

The purpose of the MS4 Permit is to ensure that water bodies in the Los Angeles region meet the standards established to protect the specific beneficial uses of those water bodies, such as habitat, recreation, groundwater recharge, etc. It identifies conditions, requirements and programs that municipalities must comply with to protect regional water resources from adverse effects associated with pollutants in stormwater and urban runoff.

The MS4 Permit gives Permittees the option of implementing a collaborative, watershed-based approach to Permit compliance through development of a Watershed Management Program (WMP) or an Enhanced Watershed Management Program (EWMP). While a handful of Permittees chose to be subject to the “baseline” permit and are now in violation of the MS4 Permit if water quality monitoring results show pollutant exceedances, 33 WMP and EWMP groups were formed.

On June 4, 2013, the Covina City Council authorized the City Manager to submit to the Regional Board a Notice of Intent (NOI) to develop an EWMP and a Coordinated Integrated Monitoring Program (CIMP) for portions of the San Gabriel River Watershed, both of which are required components of the MS4 Permit. The NOI was submitted to the Regional Board on June 26, 2013. On September 3, 2013 the City Council authorized the City Manager to enter into an MOU to participate in the USGR EWMP Group, comprised of Los Angeles County, LACFCD, and the Cities of Baldwin Park, Covina, Glendora, Industry, and La Puente (Group Members) (**Exhibit A**). Group Members started meeting in early 2013 to establish the EWMP Group and collaboratively develop an EWMP and a CIMP for the Upper San Gabriel River Watershed.

EWMPs are intended to facilitate Permit compliance to ensure that discharges from covered MS4s achieve applicable water quality targets, and that control measures are implemented to reduce the discharge of pollutants to the maximum extent practicable. The EWMP allows Permittees to collaboratively develop comprehensive watershed-specific control plans to:

- Prioritize water quality issues;
- Identify and implement focused strategies, control measures and Best Management Practices (BMP);
- Execute an integrated monitoring and assessment program; and
- Allow for modification over time.

The USGR cities received a letter from the Board approving the NOI on February 20, 2014. On June 29, 2014, in compliance with the Permit, the USGR Cities submitted an EWMP Work Plan and Draft CIMP to the Board. As the next step in the Permit compliance process, the USGR Cities developed a Draft EWMP that is being finalized and must be submitted to the

Regional Board no later than June 29, 2015. The Draft EWMP Executive Summary is included in this report (**Exhibit B**).

As required by the Permit, the Draft EWMP comprehensively evaluates opportunities within the USGR cities' collective watershed management area for collaboration on multi-benefit regional projects that, wherever feasible, will retain all non-storm water runoff and storm water runoff from a ¾ inch storm over a 24-hour period for the drainage areas.

Additionally, the Draft EWMP addresses required adherence to established water quality standards for each water body in its jurisdiction. Water quality standards include beneficial uses, water quality objectives and criteria that are established at levels sufficient to protect those beneficial uses, and an anti-degradation policy to prevent degrading of water resources.

The group's consultants, MWH Global, Paradigm Environmental, Larry Walker Associates, and Tetra Tech, prepared the comprehensive report in conformance with NPDES permit provisions. Department of Public Works staff has worked closely with the project team to assure the Draft EWMP is ready for submittal to the Board pending final edits and City Council authorization.

The following is a summary of the contents of the Draft EWMP:

- Section 1, Introduction – Discusses the regulatory framework associated with the development of the EWMP, including permit requirements. The section also reviews the San Gabriel River Watershed, with emphasis on the EWMP area, the EWMP Group's jurisdictional boundaries, and geologic and environmental characteristics of the area.
- Section 2, Identification of Water Quality Priorities – Identifies water quality priorities for the water body pollutant combinations (WBPCs) in the Upper San Gabriel River EWMP area, and discusses the EWMP goals to achieving water quality standards.
- Section 3, Watershed Control Measures – Describes the different watershed control measures (also referred to as BMPs) that could be implemented individually or on a watershed scale to create an efficient program to focus resources on water quality priorities.

Watershed Control Measures include Low Impact Development (LID) and Green Streets Policy (GAP) programs (for example, the LID Ordinance adopted by the City Council May 19, 2015 and the GSP for Council consideration at this June 16, 2015 meeting, as well street sweeping and inspections of industrial/commercial facilities. Each of these measures contributes to the reduction of pollutants.

This section provides an overview of the various types of BMPs considered, including multi-benefit, regional projects that capture and infiltrate the 85th percentile, 24-hour storm volume. At least one regional project is proposed for each Group Member, with

the Kahler Russell Park Stormwater Infiltration Regional Project being proposed in Covina.

The Kahler Russell Stormwater Infiltration Regional Project would cost roughly \$17 million and treat the required storm water volume from a 1,000 acre drainage area from the City of Covina, unincorporated Los Angeles County, and the City of Glendora. Kahler Russell Park is owned by the City of Covina and situated at the bottom of the drainage area. New storm drain and junction structures would be constructed to intercept a portion of the stormwater in the Flood Control storm drain system and divert it to underground infiltration chambers in the park, providing each jurisdiction compliance for the volume infiltrated from its drainage area. **(Exhibit C)**

- Section 4, Reasonable Assurance Analysis (RAA) – Describes key elements of the RAA, which is essentially a quantitative demonstration that control measures will be effective to meet Permit requirements. This section describes the modeling system used for the RAA, baseline critical conditions and required pollutant reductions, representation of control measures in the RAA, and the approach for selecting control measures in the EWMP.
- Section 5, EWMP Implementation Plan and Compliance Schedule – Presents the outcome of the RAA – the EWMP Implementation Plan, which is the “recipe for compliance” for each jurisdiction to address the water quality priorities and comply with the MS4 Permit. This section describes the control measures or BMPs to be implemented for each jurisdiction and each watershed/assessment area, and also the pace of implementation to achieve applicable milestones. **(Exhibit E)**
- Section 6, Assessment and Adaptive Management Framework – Describes the adaptive management process that will be used to gather information over time and modify the EWMP to reflect the most current understanding of the watershed.
- Section 7, EWMP Implementation Costs and Financial Strategy – Identifies the estimated order-of-magnitude cost of the activities, the amount of funding currently available to meet the needs described in the EWMP, and potential funding sources that may be available to fund the program. The information obtained in this portion of the EWMP provides a good estimate of the comprehensive cost of compliance for jurisdictions in the USGR and can be refined with actual BMP implementation costs. Based on the RAA result, full compliance with the permit is expected to cost Covina \$148 million over 20 years with the cost to all USGR EWMP Group Members of approximately \$2 billion. **(Exhibit D)**
- Section 8, References – Lists the references cited in this EWMP.

To inform and solicit input from the community regarding development of the EWMP, stakeholder meetings were held on May 5, 2014 and March 9, 2015. A briefing for City Managers, Councils and staff was held on April 1, 2015. The presentations included an

overview of regulatory requirements, general approach to meeting regulatory requirements, local context and concepts being utilized in developing the EWMP.

The CIMP and the EWMP Adaptive Management Process

The CIMP is the EWMP Group's approach to an effective and well-thought-out monitoring program. Existing water quality data in the San Gabriel River Watershed Management Area is sparse, and a goal of the CIMP is to provide a more complete picture of the receiving water conditions in the EWMP area. The monitoring specified in the CIMP is, in part, dynamic. An adaptive management process will be utilized on an annual basis to evaluate this CIMP and update the monitoring requirements as necessary. Monitoring data from the CIMP will tie into the EWMP by providing feedback on water quality changes resulting from control measures implemented by the Group Members. To date, no group's CIMP has been approved. However, once approved, the monitoring, as specified in the group's CIMP, is to commence within 90 days.

As new EWMP program elements are implemented and information is gathered over time, the EWMP will undergo modifications to reflect the most current understanding of the watershed and present a sound approach to address changing conditions. The adaptive management process includes a re-evaluation of water quality priorities, an updated source assessment and an effectiveness assessment of watershed control measures. The CIMP will gather additional data on receiving water conditions and storm water/non-storm water quality to inform these analyses. This process will be repeated every two years as part of the adaptive management process.

Current Status of Submissions and MS4 Permit Petitions

In 2013, a number of cities, including Covina, filed petitions with the State Water Resources Control Board (SWRCB) objecting to various provisions of the MS4 Permit. The State Water Resources Control Board (SWRCB) released a Draft Order responding to the petitions and a revised version in April. The Covina City Attorney submitted comments on the Revised Draft Order on June 2, 2015. The hearing for the adoption of the Draft Order is June 16, 2015. While the Environmental Petitioners continue to challenge the EWMP provisions of the MS4 Permit, it is not expected that the State Board will eliminate the EWMP option and the Final Order is likely to be substantially similar to the April Revised Draft Order.

The final Draft USGR CIMP was submitted to the Regional Board May 6, 2015. As previously noted, the USGR must start implementation of the CIMP within 90 days of approval by the Regional Board. The final Draft USGR EWMP will be submitted June 29, 2015. Although approval of the USGR EWMP by the Regional Board is not anticipated until April 2016, the City must continue implementing the program and take steps to seeking funding and opportunities for collaboration during the interim.

Advocacy Efforts

The City is proactively seeking funding and is actively engaged in advocacy efforts to stimulate additional resources. Efforts include:

- Advocating for legislation to require that State projects, including public school construction, community college improvements, and parks projects constructed with State funds and local bond funds comply with water quality requirements;
- Recommending that Los Angeles County Metropolitan Transportation Authority (METRO) consider a stormwater funding allocation as part of any future transportation bonds;
- Supporting legislation by Los Angeles County Sanitation Districts (LACSD), SB 485 (Hernandez), to authorize LACSD to partner with local jurisdictions to acquire, construct, operate, maintain, and furnish facilities for the purpose of diverting, managing, treating and beneficially reusing stormwater and dry weather runoff; and
- Supporting the use of the United States Environmental Protection Agency's Financial Capability Framework to determine the financial wherewithal of cities to comply with Clean Water Act requirements and to allow compliance timelines to be adjusted with consideration of each city's financial capability.

EXHIBITS

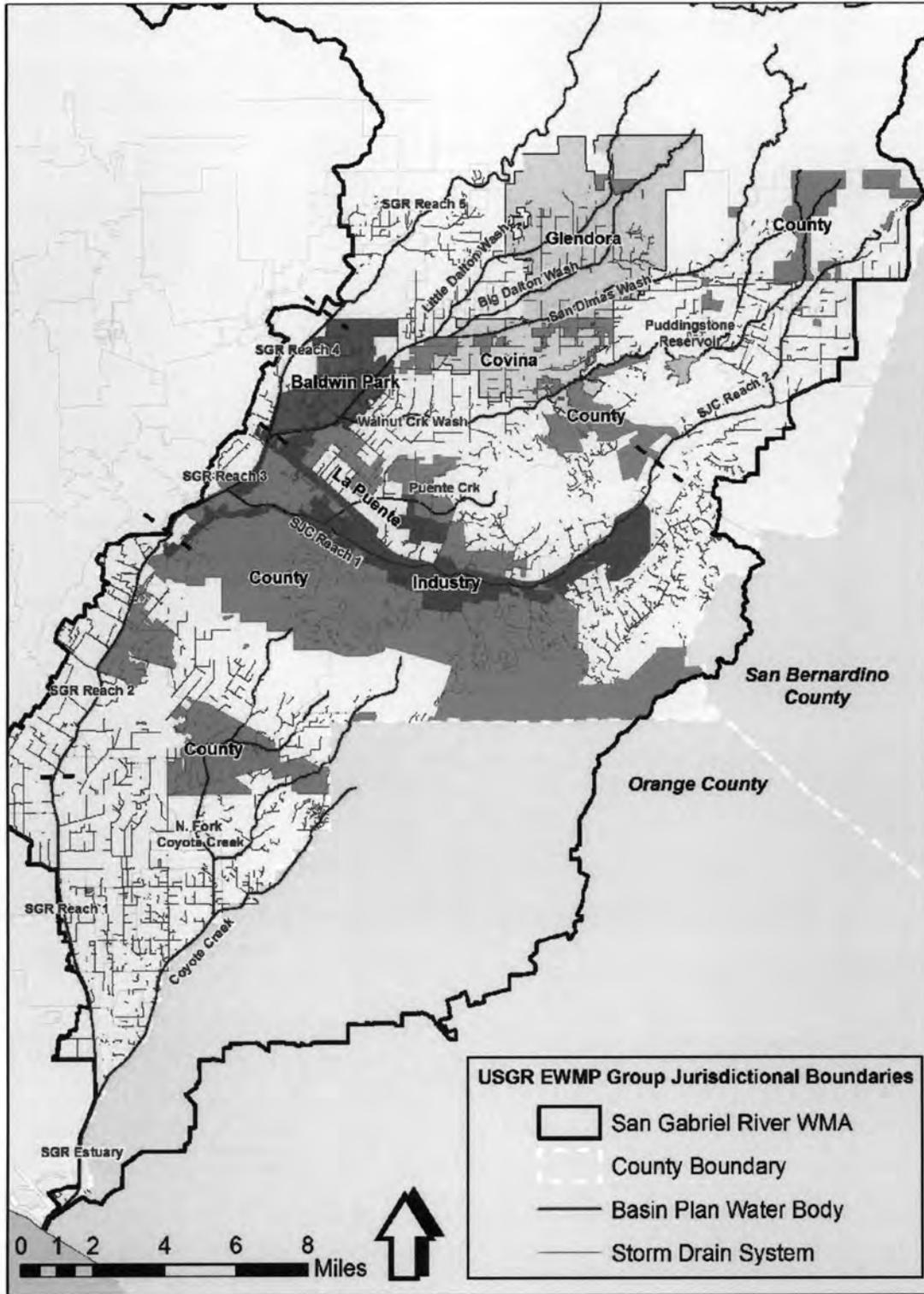
- A. Map of USGR EWMP
- B. Draft USGR EWMP, Executive Summary
- C. Kahler Russell Park Stormwater Infiltration Regional Project
- D. Draft USGR EWMP, Implementation Costs Table
- E. USGR EWMP Implementation Plan
- F. Draft USGR EWMP, Appendix Table
- G. Entire Draft USGR EWMP, including appendices, on file with the City Clerk.

Respectfully submitted,



Siobhan Foster, Director of Public Works
Public Works Department

Figure 1-1
Water Bodies and Geographic Boundaries of the USGR EWMP Group



**Table 1-1
EWMP Group Land Area by Jurisdiction**

Jurisdiction	Land Area (acres)	Percent (%)
County of Los Angeles	40,812	59.4
City of Baldwin Park	4,335	6.3
City of Covina	4,481	6.5
City of Glendora	9,307	13.5
City of Industry	7,647	11.1
City of La Puente	2,207	3.2
LACFCD	N/A	N/A
Total Area of EWMP Group	68,789	100

**Table 1-2
List of Group Members with Land Use Summaries within Jurisdictional Boundaries**

Group Member	Area (acres)	Percent of Land Area⁽¹⁾			
		Res	Com/Ind	Ag/Nur	Open
Baldwin Park	4,335	66	31	2	1
Covina	4,481	65	32	<1	3
Glendora	9,307	48	13	1	38
Industry	7,647	<1	75	3	22
La Puente	2,207	71	24	<1	5
County of Los Angeles	40,812	50	14	1	35
LACFCD	N/A	N/A	N/A	N/A	N/A
All Members	68,789	47	23	1	29

1 Land use classifications include: residential (res), commercial and industrial (com/ind), agriculture and nursery (ag/nur), and open space (open). Totals correspond to the percent of the total area considered in the EWMP.

Executive Summary

The Upper San Gabriel River Enhanced Watershed Management Program Group (EWMP Group) is comprised of the County of Los Angeles (County), Los Angeles County Flood Control District (LACFCD), and the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente (Group Members). The USGR EWMP Group was formed in response to provisions of National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 (Permit). By electing the optional compliance pathway in the MS4 Permit, the EWMP Group has leveraged this EWMP to facilitate a robust, comprehensive approach to stormwater planning for the San Gabriel River Watershed.

The San Gabriel River Watershed is a unique area with a wide diversity of land uses, ranging from heavily urbanized in the lower, coastal portion to nearly pristine, open spaces in the upper, higher elevation portion of the watershed in the San Gabriel Mountains. Controlling pollutants in stormwater is a major challenge for the Group Members, but regulations in the watershed provide clear compliance timelines to address water quality issues. In particular, the San Gabriel River Watershed is subject to a Total Maximum Daily Load (TMDL) for metals that requires compliance by 2026 and is listed as impaired for many pollutants including bacteria. According to the Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan), metal levels above the established water quality standards can negatively impact aquatic life in the rivers, creeks, and estuary. Likewise, bacteria levels above the established standards can pose health risks to people that recreate in the watershed. The EWMP addresses these types of water quality impacts and presents a clear timeline for implementation.

IDENTIFICATION OF WATER QUALITY PRIORITIES

The water quality prioritization process identifies and prioritizes water quality impairments in the watershed based on review of available monitoring data. Based on permit requirements, the following categories of water body-pollutant combinations (WBPCs) are identified:

- **Category 1** are those subject to an established TMDL, as follows: metals (lead, copper, zinc, selenium, and mercury), nutrients (total nitrogen and total phosphorus) and legacy pollutants (polychlorinated biphenyl [PCB], chlordane, dieldrin, and dichlorodiphenyltrichloroethane [DDT]).
- **Category 2** are those on the State Water Resources Control Board 2010 Clean Water Act Section 303(d) list or those constituents that have sufficient exceedances to be listed, including metals (lead, zinc, selenium, nickel, cadmium, mercury and copper), the legacy pollutant polycyclic aromatic hydrocarbon (PAH), bacteria, cyanide, ammonia, diazinon, dioxin, methylene blue active substances (MBAS), sulfate, chloride, total dissolved solids (TDS), cyanide, toxicity and alpha-endosulfan.
- **Category 3** for those with observed exceedances, but too infrequent to be listed, and conditions that are not pollutants, including dissolved oxygen (DO) and pH.

WATERSHED CONTROL MEASURES

The EWMP is designed to address all the identified Water Quality Priorities through a network of stormwater control measures. The following categories of control measures make up the EWMP:

- **Low impact development:** control measures implemented on parcels to retain stormwater runoff during rain events. For the EWMP, the Group Members' Low Impact

Development (LID) ordinances are incorporated. In addition, residential LID programs, such as a rain barrel incentive program or other methods to reduce runoff from residential properties are incorporated. Group Members will also implement LID retrofits on public parcels.

- **Green streets:** the right-of-way along streets offers a significant opportunity to implement control measures on public land. The EWMP includes extensive green streets to retain runoff from roads and alleys. Green streets will potentially offer many other benefits to communities in terms of aesthetics, safety and increased property values.
- **Regional projects:** these control measures are potentially the most effective because they are able to capture runoff from large upstream areas. The EWMP emphasizes implementation of regional projects, particularly those that are able to retain the 85th percentile, 24-hour storm event. The USGR EWMP highlights 10 multi-benefit regional projects that retain the stormwater volume from the 85th percentile, 24-hour storm for the drainage areas tributary to the multi-benefit regional projects. The selection of these sites was based on detailed spatial analysis of soil type, topography, land ownership, land use, hydrologic delineation, and environmental constraints. The EWMP includes the volume of stormwater to be captured by regional projects on private land to assure required pollutant reductions are achieved. The Watershed Management Modeling System (WMMS) was used to prioritize control measures based on water quality benefits and cost effectiveness.
- **Minimum control measures (MCMs):** the MS4 Permit required Group Members to implement MCMs and they will continue to be implemented over the course of EWMP implementation. Enhanced MCMs are incorporated for the Covina, Glendora, Industry, and the County for 10% reduction, additional measures, such as enhanced street sweeping and installation of catch basins.

REASONABLE ASSURANCE ANALYSIS

A key element of the EWMP is the Reasonable Assurance Analysis (RAA), which is a quantitative demonstration through computer modeling that control measures will be effective in meeting water quality standards. The RAA describes baseline critical conditions and required pollutant reductions, representation of control measures, and the approach for selecting control measures. Additionally, the RAA was also applied to prioritize potential control measures to be implemented by the EWMP.

The WMMS was used to conduct the RAA for the USGR EWMP. WMMS is a publicly available modeling system that incorporates three tools: (1) the watershed model for prediction of long-term hydrology and pollutant loading, (2) a best management practice (BMP) model, and (3) a BMP optimization tool to support regional, cost-effective planning efforts. The WMMS was used to evaluate millions of potential scenarios of control measures for the EWMP, and select the most cost-effective scenarios while also incorporating input from the EWMP Group regarding the needs and opportunities within the communities.

The RAA Guidelines allow the EWMP to be developed with consideration of a “limiting pollutant”, or the pollutant that drives BMP capacity (i.e., control measures that address the limiting pollutant will also address other pollutants). The RAA identifies the “limiting pollutants” for this watershed as zinc and *E. coli*, and provides an assurance that addressing these pollutants will address the other Water Quality Priorities in the watershed.

EWMP IMPLEMENTATION PLAN

The outcome of the RAA presents a “recipe for compliance” for individual jurisdictions of the EWMP Group. The recipe consists of volumes of stormwater to be captured by LID, green streets, and regional

projects and has a total equivalent capacity of nearly four Rose Bowl stadiums or 1,120 acre-feet. The recipe also describes the pace of implementation to achieve interim and final milestones.

ASSESSMENT AND ADAPTIVE MANAGEMENT FRAMEWORK

The EWMP Group has developed a Coordinated Integrated Monitoring Program (CIMP) separately from the EWMP to collect water quality data and measure the effectiveness of the EWMP. This section describes the process for evaluating the water quality data and “lessons learned” during implementation.

EWMP IMPLEMENTATION COSTS AND FINANAICAL STRATEGY

Based the RAA result, the total cost for the EWMP Group for 20-year implementation including operation and maintenance is approximately \$2 billion. The costs provided here are considered to be planning level only (order of magnitude), and can be refined with actual BMP implementation costs. Funds are not currently available nor have they been identified for the EWMP Implementation Plan. The EWMP identifies potential funding sources and alternatives that could be further pursued by each Group Member, including grants, fees, charges, and legislative policy.

STAKEHOLDER PARTICIPATION

The EWMP Group is strongly committed to providing the opportunity for meaningful stakeholder input throughout the development of the EWMP. The EWMP Group conducted public stakeholder meetings on May 5, 2014 and March 9, 2015 to receive feedback from stakeholders on the overall strategy to improving water quality, proposed control measures and regional projects, and potential partnership opportunities. Community input will continue to be solicited during the course of the EWMP implementation.

Figure 10
Kahler Russell Park – Preliminary Layout

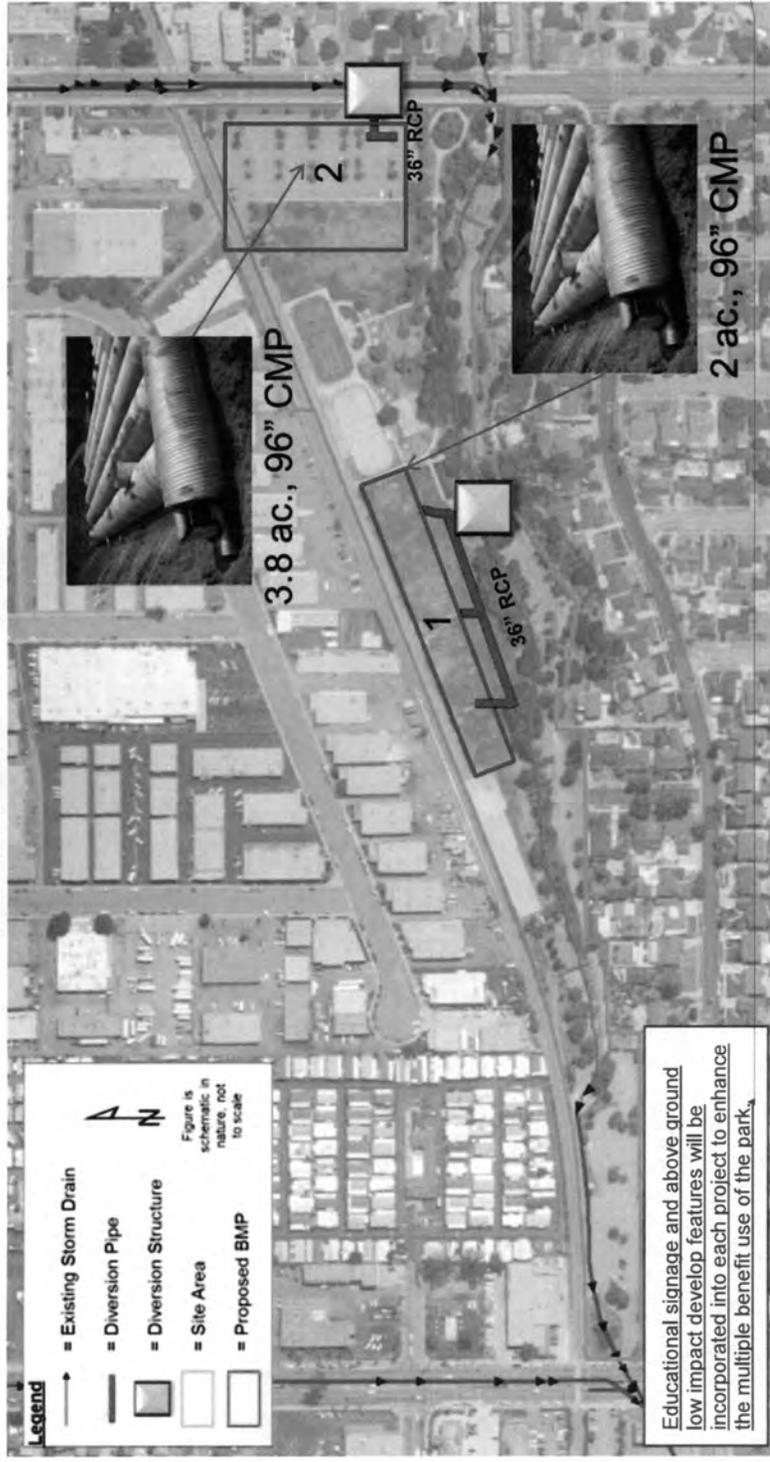


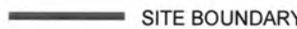
Table 12
Kahler Russell Park – Preliminary Cost Estimate

Site Name	Unit	Unit Cost	Quantity	Total Cost
Kahler Russell Park				
BMP Type				
Subsurface				
Project Component				
Planning & Design				
Planning/Project Management	% of Total Construction Cost	20%	--	\$690,000
Design/Permitting	% of Total Construction Cost	15%	--	\$517,500
	Planning & Design Total			\$1,207,500
Construction				
Excavation and Removal	\$/yd ³	\$30.00	126,000	\$3,780,000
Asphalt/Base Removal	\$/yd ³	\$9.60	300	\$3,000
Site Preparation	\$/acre	\$6,000.00	5.8	\$35,000
Reinforced Concrete Pipe	\$/in-diameter/ft-length	\$16.00	20,300	\$325,000
Gravel Sub-base	\$/yd ³	\$63.00	41,300	\$2,602,000
Landscaping (includes mulch/sod and vegetation)	\$/ft ²	\$5.00	252,000	\$1,260,000
Native/Complex Landscaping	\$/ft ²	\$25.00	--	--
Backfill	\$/yd ³	\$20.00	42,000	\$840,000
Infiltration - 96" CMP Material Cost	\$/ac-ft	\$110,500.00	36.6	\$4,043,000
	Construction Subtotal			\$12,888,000
Mobilization	% of Construction Total	10%	--	\$1,289,000
	Construction Total			\$14,177,000
	Project Subtotal			\$15,384,500
Contingency for Planning Estimate	% of Total Construction Cost	25%	--	\$1,165,000
	Project Total			\$16,549,500



SOURCE: Aerial Imagery - ESRI, i-cubed, USDA FSA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGP.

LEGEND

-  SITE BOUNDARY
-  **B-6** BORING
-  TD=100.5' TD=TOTAL DEPTH IN FEET



NOTE: DIRECTIONS, DIMENSIONS AND LOCATIONS ARE APPROXIMATE

Ninyo & Moore

**BORING LOCATION
KAHLER RUSSELL PARK**

FIGURE

PROJECT NO.	DATE
107900001	4/15

UPPER SAN GABRIEL RIVER EWMP
LOS ANGELES COUNTY, CALIFORNIA

8

**Upper San Gabriel River Enhanced Watershed Management Program
Regional Project Environmental Study Checklist**

Site ID: 147

Site Name: Kahler Russell Park

Date: 12/19/2014

Personnel: Andrew Payne

Site Address/Location: 735 North Glendora Avenue, Covina, CA 91724

General Notes:

- Park includes basketball & tennis courts, sports fields (baseball diamonds and football upright), a playground, hiking trail & roller hockey rink.

- Overall the open field grass area is most feasible area to sample soil and/or design BMP. An asphalted access/maintenance road along the north boundary of the park will allow for access into area via a locked gate near the east parking lot. A tree lined natural and engineered drainage runs from the east to west along the south side of the park. The park includes a concrete lined drainage inlet (east side of park at Glendora Ave), vegetated/semi-natural drainage, erosional BMPs and concrete box culvert outlet (west side of park at Grand Ave). A walking trail follows drainage along south side of park. Residential to south, east and trailer park (Mobil Aire) to NW, commercial to the west, industrial/commercial to the north.

Environmental Factor – AESTHETICS

Finding: Grass area is open at west end with some fencing adjacent to access road along north side.

Potential Impact: Impact to grass field, ballpark schedule and potentially to fences.

Graphic/Photo: View looking west at sample area at grass field areas.



Finding: Open grass area on east side park.

Potential Impact: Impact to grass field.

Graphic/Photo: View looking north near east parking lot.



Environmental Factor – AGRICULTURAL/FOREST RESOURCES		
<p>Finding: No observed Ag/Forest resources at park during visit.</p>	<p>Potential Impact: Unknown/None.</p>	<p>Graphic/Photo: None.</p>
Environmental Factor – AIR QUALITY/GHG EMISSIONS		

Finding: Residential neighborhood located south of park.

Potential Impact: Low to moderate – residences in close proximity and park boundary.

Graphic/Photo: View looking SW at neighborhood south of park.



Finding: Residential neighborhood NW of park.

Potential Impact: Low to moderate – residences in close proximity to park boundary.

Graphic/Photo: View of residences NW of park.



Finding: Residential neighborhood east of park.

Potential Impact: Low – residences not in close proximity to AOI or park boundary.

Graphic/Photo: View of residences east of park.



Environmental Factor – BIOLOGICAL RESOURCES

Finding: Trees are located near eastern open area. However drill rig and/or construction can be positioned to minimize impact.

Potential Impact: Low.

Graphic/Photo: View W/NW at eastern open area.



Finding: Trees are located near ball fields. However drill rig and/or construction can be positioned to minimize impact.

Potential Impact: Low.

Graphic/Photo: View SE at western open area/ball fields.



Finding: Trees are located near the area.

Potential Impact: No to low.
Drill rig can be positioned to minimize impacts.

Graphic/Photo: View looking SW.



Environmental Factor – CULTURAL RESOURCES

Finding: Nothing observed during site visit.

Potential Impact: Unknown.

Graphic/Photo: None.

Environmental Factor – GEOLOGY/SOILS/HAZARDOUS MATERIALS

Finding: No apparent issues during initial site visit. Six former LUST sites now closed are located within 1/2 mile of the park. One located less than 1,000 feet up gradient of park.

Potential Impact: Low to moderate.

Graphic/Photo: graphic cut from SWRCB Geotracker website.



Finding: No apparent issues during initial site visit. Two dry cleaners located within 1/2 mile of the park.

Potential Impact: Low to moderate.

Graphic/Photo: Graphic cut from Google Maps.



Finding: Indian Hill Fault is mapped in Covina, but no extensive information is reported. The Sierra Madre Fault zone is north of Covina – last proximal earthquake near Sierra Madre was not actually Sierra Madre Fault, but occurred in 1991 (Southern California Earthquake Data Center Caltech website).

Potential Impact: Moderate during earthquake.

Graphic/Photo: Interactive Fault Map (USGS).



- Dotted green line is Indian Hill fault and Sierra Madre Fault zone is north of Covina.

Environmental Factor – HYDROLOGY/WATER QUALITY

<p>Finding: Notes regarding location of gas stations and dry cleaners in proximity of park.</p>	<p>Potential Impact: Low to moderate impact to GW via gas station or dry cleaner.</p>	<p>Graphic/Photo: See above in previous section.</p>
<p>Finding: Vegetated drainage that leads to other waters; San Gabriel River.</p>	<p>Potential Impact: Low impact. Drill rig can be positioned far away enough from wash to not impact or have potential to impact.</p>	<p>Graphic/Photo: View NW across drainage at open area ball fields.</p> 

Environmental Factor – LAND USE/PLANNING

Finding: Walking path is located along south boundary of park. Soil testing and/or construction should not impact path.

Potential Impact: No to low impact potential to walking path.



Graphic/Photo: View west of walking trail.

Finding: Park uses include general recreation, roller hockey, basketball, baseball and football fields, and play ground.

Potential Impact: Low impact to soccer, football, baseball or softball that may be played in the ball fields open area AOI.



Graphic/Photo: View west at AOI and open grass areas.

Environmental Factor – NOISE

Finding: Drill rig noise may impact residents located in close proximity to park in NW, South and East directions.

Potential Impact: Moderate.

Graphic/Photo: None.

Environmental Factor – PUBLIC SERVICES/RECREATION

<p>Finding: Park uses include general recreation, soccer, roller hockey, basketball, baseball and football fields, and play ground.</p>	<p>Potential Impact: Low impact to soccer, football, baseball or softball that may be played in the ball fields open area.</p>	<p>Graphic/Photo: None.</p>
<p>Environmental Factor – TRANSPORTATION/TRAFFIC</p>		
<p>Finding: Park is located within a light industrial, commercial, residential area and traffic is low to moderate.</p>	<p>Potential Impact: Low.</p>	<p>Graphic/Photo: None.</p>

Environmental Factor – UTILITIES/SERVICE SYSTEMS

Finding: Vegetated drainage.

Potential Impact: Low potential. (storm drains, and drainage in photo)

Graphic/Photo: View east along drainage and walking path.



Finding: Below and above ground electrical.

Potential Impact: Low to moderate; Dig alert to be notified prior to any subsurface investigation.

Graphic/Photo: See above photo.

<p>Finding: Unknown water, sewer or fiber optic lines.</p>	<p>Potential Impact: Low to moderate. Close proximity to residents, the potential for below ground utilities is expected. Dig alert and subsurface planning will be utilized in pre-subsurface tasks.</p>	<p>Graphic/Photo: None.</p>
<p>Finding: Railroad located along north Boundary of park. Metrolink train observed during visit.</p>	<p>Potential Impact: Unknown impact. Close proximity to railroad the potential for below ground utilities is expected. Dig alert and subsurface planning will be utilized in pre-subsurface tasks. Easements should be verified.</p>	<p>Graphic/Photo: View of Metrolink train in background.</p> 

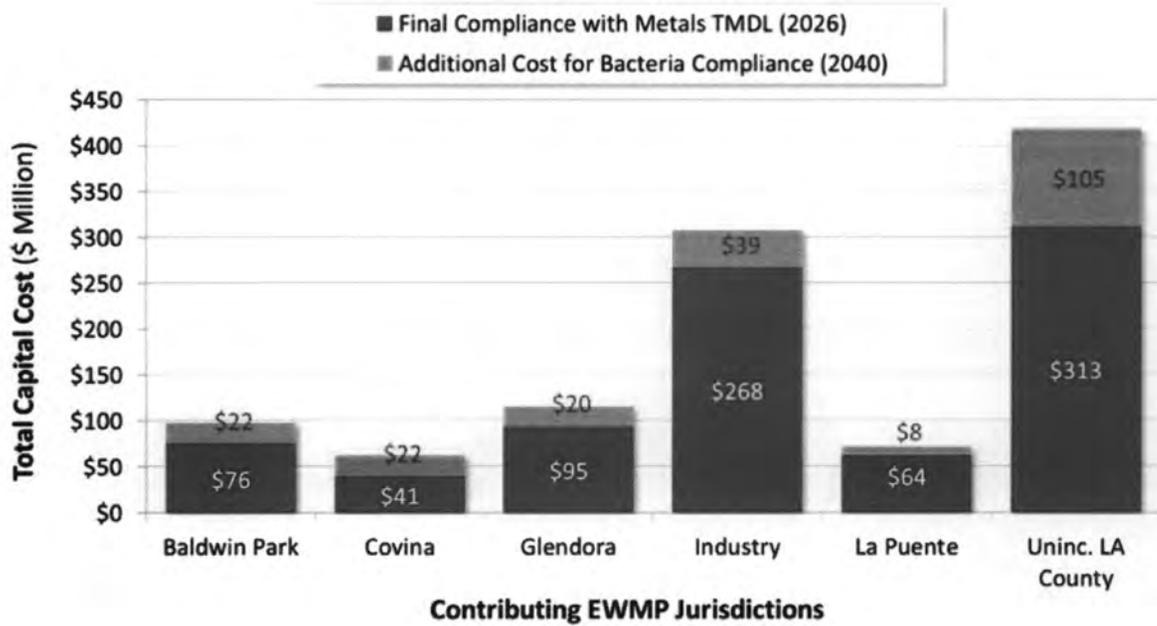
**Table 7-2
EMWP Implementation Cost Summary by Jurisdiction**

Jurisdiction	Total BMP Capacity (acre-feet)	Total Capital Costs	Total O&M Costs	Total Cost of Implementation
Baldwin Park	96	\$ 98,186,202	\$ 86,068,895	\$ 184,255,097
Covina	97	\$ 62,708,990	\$ 85,369,309	\$ 148,078,299
Glendora	108	\$ 114,740,224	\$ 106,174,045	\$ 220,914,269
Industry	201	\$ 307,629,945	\$ 143,270,089	\$ 450,900,034
La Puente	62	\$ 71,893,848	\$ 57,652,072	\$ 129,545,920
Uninc. LA County	554	\$ 418,239,813	\$ 474,132,246	\$ 892,372,059
Grand Total	1,119	\$ 1,073,399,021	\$ 952,666,657	\$ 2,026,065,679

**Table 7-4
EWMP Implementation Cost for Covina**

Jurisdiction	Cumulative Total Capacity	Annual Capital Costs	Annual O&M	Total Annual Costs
Covina				\$ -
2016	0.0	\$ -	\$ -	\$ -
2017	0.0	\$ -	\$ -	\$ -
2018	5.5	\$ 1,753,436	\$ 261,627	\$ 2,015,063
2019	11.0	\$ 1,753,436	\$ 523,253	\$ 2,276,690
2020	16.5	\$ 1,753,436	\$ 784,880	\$ 2,538,316
2021	26.7	\$ 3,270,231	\$ 1,263,694	\$ 4,533,925
2022	36.9	\$ 3,270,231	\$ 1,742,508	\$ 5,012,739
2023	47.1	\$ 3,270,231	\$ 2,221,322	\$ 5,491,553
2024	60.5	\$ 8,520,325	\$ 3,029,804	\$ 11,550,129
2025	73.9	\$ 8,520,325	\$ 3,838,285	\$ 12,358,610
2026	87.3	\$ 8,520,325	\$ 4,646,767	\$ 13,167,092
2027	88.0	\$ 1,576,930	\$ 4,665,838	\$ 6,242,767
2028	88.7	\$ 1,576,930	\$ 4,684,909	\$ 6,261,838
2029	89.4	\$ 1,576,930	\$ 4,703,979	\$ 6,280,909
2030	90.1	\$ 1,576,930	\$ 4,723,050	\$ 6,299,980
2031	90.8	\$ 1,576,930	\$ 4,742,121	\$ 6,319,050
2032	91.5	\$ 1,576,930	\$ 4,761,192	\$ 6,338,121
2033	92.1	\$ 1,576,930	\$ 4,780,262	\$ 6,357,192
2034	92.8	\$ 1,576,930	\$ 4,799,333	\$ 6,376,263
2035	93.5	\$ 1,576,930	\$ 4,818,404	\$ 6,395,334
2036	94.2	\$ 1,576,930	\$ 4,837,475	\$ 6,414,404
2037	94.9	\$ 1,576,930	\$ 4,856,546	\$ 6,433,475
2038	95.6	\$ 1,576,930	\$ 4,875,616	\$ 6,452,546
2039	96.2	\$ 1,576,930	\$ 4,894,687	\$ 6,471,617
2040	96.9	\$ 1,576,930	\$ 4,913,758	\$ 6,490,688
Total				\$ 148,078,299

**Figure 7-2
Total Capital Cost by Jurisdiction**



**Figure 7-3
Total EWMP Implementation Cost by Jurisdiction**

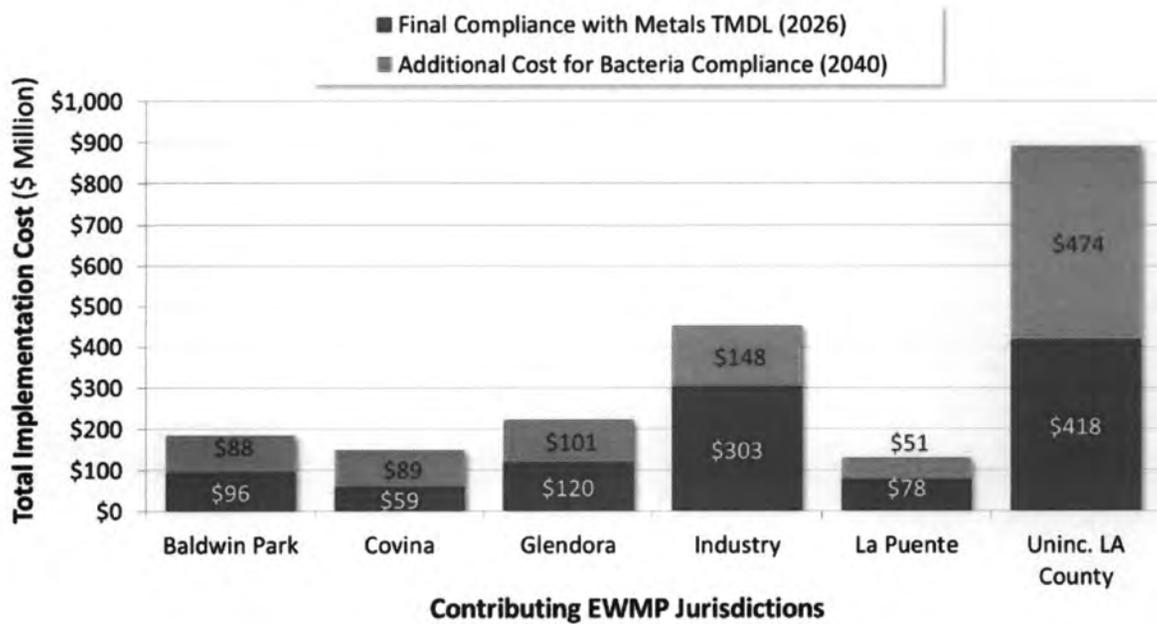
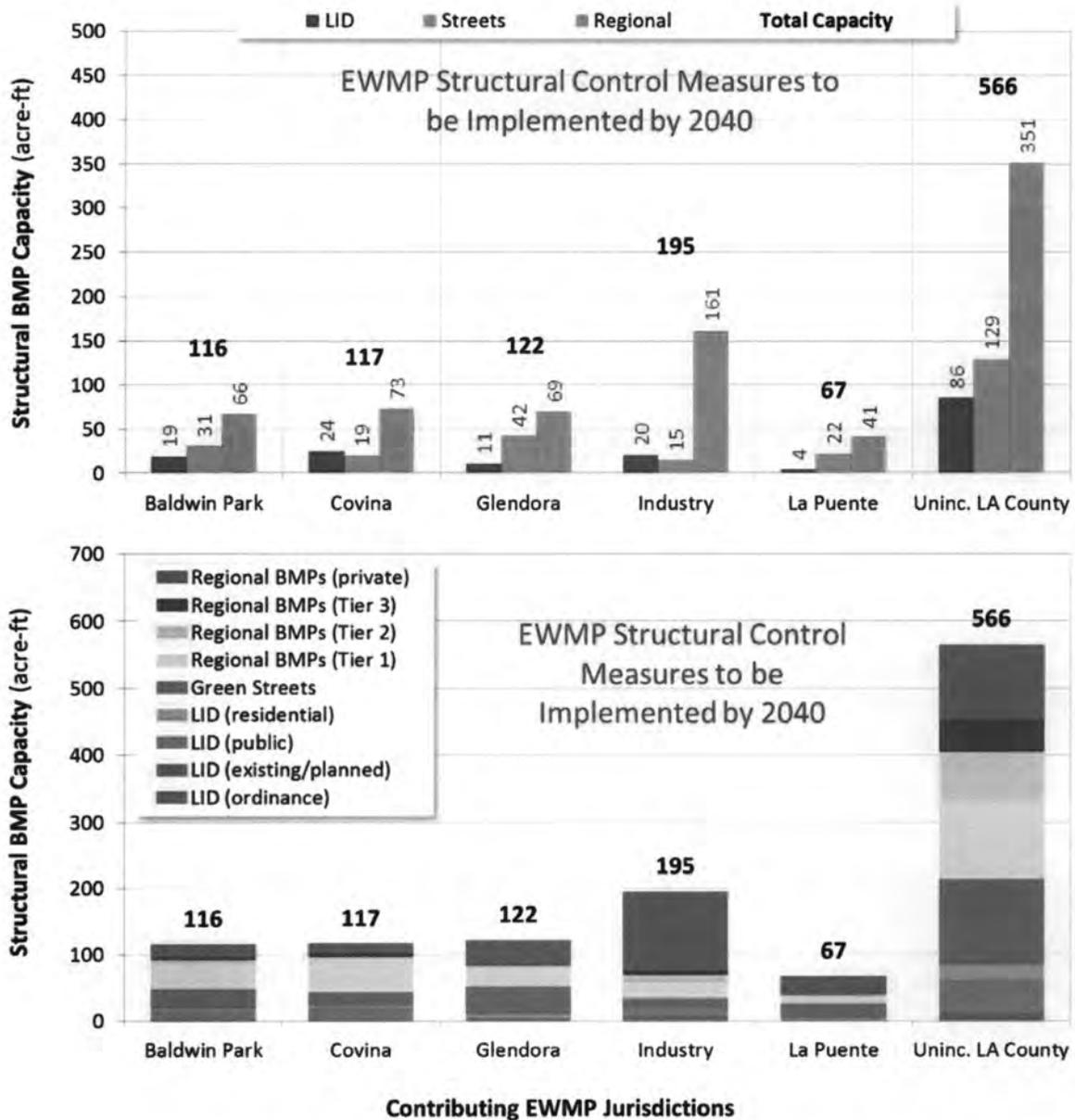


Figure 5-1
USGR EWMP Implementation Plan for Final Compliance by 2040

The two panels show the total structural BMP capacity required for each USGR EWMP jurisdiction to attain RWLs. The top panel groups the BMP types into LID, green streets and regional BMPs, while the bottom panel provides more resolution for the BMP subcategories.



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- Appendix A-2: Documentation of Stakeholder Outreach
- Appendix A-3: Los Angeles County Flood Control District (LACFCD) Background Information

- Appendix B-1: Conceptual Designs of Example Regional EWMP Projects
- Appendix B-2: Structural BMP Fact Sheets
- Appendix B-3: Geotechnical Report for Example Regional EWMP Projects
- Appendix B-4: Initial Environmental Study for Example Regional EWMP Projects

- Appendix C-1: Model Calibration and Parameters
- Appendix C-2: Dry Weather RAA and Non-Stormwater Analysis
- Appendix C-3: BMP Opportunity Summary
- Appendix C-4: BMP Modeling Details
- Appendix C-5: Green Infrastructure Results Summary
- Appendix C-6: Detailed Lists of Existing and Planned BMPs
- Appendix C-7: Cost Optimization Curves
- Appendix C-8: List of Screened Public Parcels

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ATTACHMENT - G

AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE

THE DOCUMENT IS ALSO POSTED ON THE CITY WEBSITE

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE June 16, 2015

ITEM NO. NB 2

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE: City Council to consider and approve a Resolution authorizing the Police Department to spend over \$25,000, not to exceed \$50,000 without further Council approval, for services provided by Liebert Cassidy Whitmore, Labor and Employment Attorney, and Dapeer, Rosenblit & Litvak, LLP, Municipal Code Attorney.

STAFF RECOMMENDATION

City Council to consider and adopt **Resolution No. 15-7359** authorizing the Police Department to spend over \$25,000, not to exceed \$50,000 without further Council approval, for services provided by Liebert Cassidy Whitmore, Labor and Employment Attorney, and Dapeer, Rosenblit & Litvak, LLP, Municipal Code Attorney.

FISCAL IMPACT

Approval of this item does not increase appropriations. All expenditures will be within the amount budgeted.

BACKGROUND

The City of Covina's purchasing ordinance requires all purchases over \$25,000 be approved by the City Council. This may be a single purchase or aggregate purchases with one vendor for the year.

Staff identified two legal firms in which the Police Department will exceed \$25,000 by the end of the fiscal year. In order to maintain compliance with the City's purchasing ordinance, staff requests that the listed firms, Liebert Cassidy Whitmore, and Dapeer, Rosenblit and Litvak, LLP be approved for expenditures over \$25,000 but not to exceed \$50,000 without additional Council approval. Approval of this item does not circumvent the City's bidding requirements.

EXHIBITS

A. Resolution No. 15-6359

Respectfully submitted

Kim J. Raney, Chief of Police
Police Department

RESOLUTION NO. 15-6359

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE POLICE DEPARTMENT TO SPEND OVER \$25,000, NOT TO EXCEED \$50,000 WITHOUT FURTHER COUNCIL APPROVAL, FOR SERVICES PROVIDED BY LIEBERT CASSIDY WHITMORE, LABOR AND EMPLOYMENT ATTORNEY, AND DAPEER, ROSENBLIT & LITVAK, LLP, MUNICIPAL CODE ATTORNEY

WHEREAS, as part of the annual budget adoption, the Police Department has included budgeted amounts for personnel and other legal services; and

WHEREAS, certain vendors may go over the \$25,000 limit during the course of the 14/15 fiscal year; and

WHEREAS, the Purchasing Ordinance states that purchases or services over \$25,000 must be approved by the City Council

NOW, THEREFORE, the City Council of the City of Covina does hereby resolve that Liebert Cassidy Whitmore, Labor and Employment Attorney and Dapeer, Rosenblit & Litvak, LLP, Municipal Code Attorney, are approved for expenditures over \$25,000 with a not-to-exceed dollar amount of \$50,000. This Resolution does not amend or alter the formal or informal bidding requirements of the Covina Municipal Code. Any purchase subject to those requirements shall be formally or informally bid as set forth in Chapter 2.20 of the Covina Municipal Code.

PASSED, APPROVED AND ADOPTED this 16th day in June, 2015.

John C. King, Mayor

ATTEST:

Interim Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION

I, Evelyn Leach, Interim Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-6359 was adopted by the Covina City Council at a regular meeting thereof held this 16th day of June 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Evelyn Leach
Interim Chief Deputy City Clerk

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